



### **EXPLANATION FOR APPLICANTS**

### Only complete this APPLICATION if You are sure that You want to enter into a Residential Tenancy Agreement with the Lessor of the Premises

The Lessor of the Premises is attempting to locate the most suitable tenant; that is a tenant who pays the rent on time and takes good care of the Premises.

To enable the Lessor of the Premises to determine in their opinion, who is the most suitable person, the Lessor's Property Manager requires some background information about You.

#### The form "APPLICATION TO ENTER INTO RESIDENTIAL TENANCY AGREEMENT" is not the Residential Tenancy Agreement.

The purpose of this form is:

**First**, to inform the Lessor of Your details, and Your requirements for the Residential Tenancy Agreement; for example, if You wish to have pets at the Premises.

Second, to inform You of the Lessor's or Property Manager's usual use of one or more residential tenancy databases.

**Third**, to inform You of the money that is required to be paid prior to taking possession of the Premises; for example, the value of the Security Bond (which may be up to 4 weeks rent), the Pet Bond (which can be up to \$260) and the initial Rent payment (which can be 2 weeks rent in advance).

**Fourth**, to make You aware of the terms of the Residential Tenancy Agreement (including special conditions) associated with the Lease if Your Application is accepted.

Summary	of what will happen if Yo	и ар	ply to enter into	a Resid	ential Tenancy A	greement with the Lessor	
Your action if You wish to apply for the Residential Tenancy Agreement:		1.	Complete this App	olication.			
		2.	. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.				
Lessor's acti Your Applica	ion if You do not succeed with ation:	3.	If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You within 7 days of the decision.				
Lessor's acti Application:	ion if You succeed with Your :	4.	If You are the successful applicant, the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement.				
What You will then need to do if You are the successful Applicant:			<ul> <li>If You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of the Residential Tenancy Agreement set out in Part C of the document, and the Lessor (or the Property Manager) sign the document, a binding Residential Tenanacy Agreement will exist between You and the Lessor. In the case of where an Option Fee has been paid there will be no need for the Lessor (or Property Manager to sign the document for a binding Residential Tenancy Agreement to exist.</li> <li>If any of the events mentioned in clause 5 of this Summary above do not occur the ramifications of that are set out below in clause 18 of Part B of this Application.</li> </ul>				
FOR:	Premises Address:						
Address 1							
Address 2							
Suburb					State	Postcode	
FROM:	Proposed Tenants' Names:						
	Given Name(s)				Family Name		
Tenant 1							
Tenant 2							
Tenant 3							
Tenant 4							
TO:	The Property Manager:						
Agency Name	Reagans Real Estate						
Address	10/47 Monash Avenue, Como	o, WA	A, 6152				
Telephone	94742446			Facsimile			
F-mail	david@reagansrealestate.com	יוב ח					





### **PART A**(TO BE COMPLETED BY PROPERTY MANAGER)

1.	Prem			
	Addr			
	Addr Subt	ress 2	State Postcode	
	Juut	טונ	State Postcode	
2.	Rent	\$		per week
3.	Optio	on Fee (if applicable) \$		
4.	If Yo mon	u are the successful applicar ey to the Property Manager:	nt, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following	
	REQ	UIRED MONEY		
	(a)	Security bond of	\$	
	(b)	Pet bond (if applicable)	\$	
	(c)	First two weeks rent	\$	
	(d)	Less Option Fee (if paid)	\$	
	(e)	Total	\$	
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### PART B (TO BE COMPLETED BY YOU)

NOTE: This document is not a Residential Tenancy Agreement and does not grant any right to occupy the Premises

	INFORMATION FROM "	"YOU" (the proposed tenant or tenants)	
	TENANCY DETAILS		
5.	You require the tenancy for a period of months	from to	
6.	At a rent of \$		per week
7.	Total number of persons to occupy the Premises Adults	Children Ages	_
8.	Pets - Type of Pet Breed		/ge
	Type of Pet Breed	Reg. No.	/ge
9.	Do you intend on applying for a residential tenancy bond from a State (	Government Department?	
	If Yes, \$ Branch:		
10.	Bank account details for refund of Option Fee (if applicable)		
	Bank:	BSB:	
	Account No.:	Account Name:	
11.	Any Special Conditions requested by You:		
12.	NOTE: The Lessor is not obliged to accept any of the Your Special Conc The address at which You wish to receive the Residential Tenancy Agre Email (optional): Fax (optional):		
	Postal address (required):  PO Box Town/City	Pos	stcode
	Address 1		
	Address 2		
13.	You declare that You are not bankrupt and that all of the information s	supplied in this Application is true and correct and is not misleading in ar	nyway.
14.	You acknowledge that, having inspected the Premises, You will accept	possession of the Premises in the condition it was in as at the date of in	rspection.
15.	By Signing this application You are making an application to lease the Agreement for the Premises.	Premises. The Lessor may or may not send You a proposed Residential T	enancy
16.	about pre-requisites for the creation of a binding Residential Tenancy A	d Residential Tenancy Agreement for the Premises which will contain inf Agreement. The Residential Tenancy Agreement will be comprised of I will also include additional terms agreed to by the parties, a draft of wh	
17.		ption Fee to the Property Manager at the same time You make this appl the successful applicant and have paid an Option Fee, the Option Fee wil tout in Part B within 7 days of the decision.	





- 18. If You are the successful application the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement:
  - (a) if You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of a binding Residential Tenancy Agreement as set out in Part C of the document (eg returning the document to the Property Manager by the stipulated time, paying full stipulated rental and bond); and:
    - (i) if an Option Fee has been paid THEN a binding Residential Tenancy Agreement will exist between You and the Lessor and any Option Fee will be refunded to You or applied towards the rent; or
    - (ii) if no Option Fee has been paid and if neither the Lessor nor the Property Manager sign the document THEN no binding Residential Tenancy Agreement will exist between You and the Lessor; or
    - (iii) if no Option Fee has been paid and if the Lessor (or the Property Manager) signs the document, THEN a binding Residential Tenancy Agreement will exist between You and the Lessor.
  - (b) if You do not sign the Residential Tenancy Agreement or if You do not comply with the pre-requisites for the existence of the Residential Tenancy Agreement You will not have entered into a binding Residential Tenancy Agreement, the option for You to enter such an agreement will lapse, and any Option Fee paid by You will be forfeited to the Lessor.

Note: Under the Residential Tenancy Act 1987 agreements to lease do not have to be in writing and may be entered verbally or by conduct. This clause 18 does not purport to remove any right of parties to reach non-written agreements. However, if the parties wish to enter an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

19. YOU MUST UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL APPLICANT AND THE LESSOR PROVIDES YOU WITH A PROPOSED RESIDENTIAL TENANCY AGREEMENT BUT YOU DO NOT COMPLY WITH PRE-REQUISITES FOR THE EXISTENCE OF A BINDING RESIDENTIAL TENANCY AGREEMENT, SET OUT IN PART C OF THE RESIDENTIAL TENANCY AGREEMENT (INCLUDING SIGNING THE RESIDENTIAL TENANCY AGREEMENT, RETURNING IT TO THE PROPERTY MANAGER BY THE STIPULATED TIME, PAY ANY STIPULATED RENTAL IN ADVANCE, SECURITY BOND AND / OR PET BOND) NO RESIDENTIAL TENANCY AGREEMENT WILL COME INTO EXISTENCE AND THE LESSOR MAY ENTER INTO A RESIDENTIAL TENANCY AGREEMENT WITH ANOTHER PERSON.

#### 20. DEFINITIONS

- (a) "Act" means the Residential Tenancies Act 1987 including any amendments.
  - "Application" means this Application to enter into a Residential Tenancy Agreement.
  - "Business Day" means any day except a Sunday or public holiday in Western Australia.
  - "Lessor" means the person/entity with the authority to lease the Premises.

"**Option Fee**" means a payment as referred to in section 27(2)(a) of the Act. The amount of the Option Fee is specified in Part A of this application. The amount of the Option Fee is capped as follows:

- (i) where the weekly rental under the Residential Tenancy Agreement is \$500 or less, an Option Fee of up to \$50 is payable;
- (ii) where the weekly rental under the Residential Tenancy Agreement exceeds \$500, an Option Fee of up to \$100 is payable;
- (iii) where the Residential Tenancy Agreement is for residential premises south of the 26th parallel of south latitude and the weekly rent is \$1,200 or more, an Option Fee of up to \$1,200 is payable.

"**Premises**" means the address specified on the first page of this document. Any items included or excluded will appear in Part A of the proposed Residential Tenancy Agreement.

"Property Manager" means the real estate agent appointed by the Lessor to lease and manage the Premises.

"Residential Tenancy Agreement" means an agreement in writing in the form prescribed by the Act, comprising of Parts A, B and C. Part C will include additional special conditions as agreed between the parties.

"You" or "Your" means the person or persons making the Application to Lease the Premises.

- (b) All acts and things that the Lessor is required or empowered to do may be done by the Lessor or their Property Manager.
- 21. You agree that for the purpose of this Application, the Lessor or Property Manager may make enquiries of the persons given as referees, next of kin or emergency contacts provided by You, and also make enquiries of such other persons or agencies as the Lessor may see fit.

The personal information You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to verify Your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about You in this Application and during the course of the tenancy may be disclosed for the purpose for which it was collected to other parties including to the Lessor, referees, other Property Managers, prospective lessors, third party operators of residential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases may also be disclosed to the Property Manager or Lessor.

If You enter into the Residential Tenancy Agreement or You fail to comply with Your obligations under any Residential Tenancy Agreement that fact and other relevant personal information collected about You during the course of this Application (including information provided separately to this application) or the Residential Tenancy Agreement may also be disclosed to the Lessor, third party operators of tenancy reference databases (to the extent permitted by law) and debt collectors, other Property Managers, prospective lessors and prospective buyers of the Premises.

If You would like to access the personal information the Lessor or Property Manager holds, You can do so by contacting the Property Manager. See also the attached notice regarding use of residential tenancy databases.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Application, is not provided, the Property Manager may not be able to process the Application, or the Residential Tenancy Agreement properly or manage the tenancy properly.

#### Name:

	Given Name(s)	Family Name	
Tenant 1			
Tenant 2			
Tenant 3			
Tenant 4			
Signature:			





### NOTICE OF USE OF ONE OR MORE RESIDENTIAL TENANCY DATABASES Section 82C - Residential Tenancies Act 1987

- It is the Property Manager's usual practice to use one or more residential databases for the purpose of checking an applicant's tenancy history.
- 2.

The na	ame of e	each residential Iould be entered	tenancy database the Property Manager or Lessor usually uses, or may use, for deciding whether a residential tenancy dinto with a person are set out below:
The co	ontact d	etails for the da	atabase operator(s) who operates the database(s) used by the PM as referred to above are as follows:
(a)	TICA	(strike out if in	applicable)
	(i)	Address: PO	Box 120, Concord NSW 2137
	(ii)	Telephone: 1	90 222 0346. Calls are charged \$5.45 per minute including GST (higher for mobile or pay phones)
	(iii)	•	2) 9743 4844
	(iv)	Website: www	<u>w.tica.com.au</u>
(b)	Natio	onal Tenancy D	atabase (strike out if inapplicable)
	(i)	Address: GP0	D Box 13294, George Street 120, Brisbane QLD 4003
	(ii)	Telephone: 1	300 563 826
	(iii)	Facsimile: (0	7) 3009 0619
	(iv)	Email: info@	
	(v)	Website: ww	<u>w.ntd.net.au</u>
(c)	Othe	r Databases (if	applicable)
	(i)	Name:	
	(ii)	Address:	
	(iii)	Telephone:	
	(iv)	Facsimile:	
	(v)	Email:	
	(vi)	Website:	
	'	,	ormation from the database operator in the following manner:
(a)		TICA:	
	(i)	Postal and fa application fo	х application forms can be downloaded from <u>www.tica.com.au</u> . Information regarding applicatino fees can be found on the orm;
(b)	as to	the National T	enancy Database;
	(i)	A request for	rental history file can be downloaded from www.ntd.net.au . A link to the form can be found under the tab "For Tenants".
	(ii)	A request for	rental history may be submitted by post, fax or email.

NOTE: This notice is required to be given regardless of whether the Property Manager intends to conduct a search on the particular applicant.







YOUR	(First Person's)	PARTICULARS				
Given Nar	ne(s)			Family Name		
Address 1						
Address 2						
Suburb					State	Postcode
Phone No	Work		Mobile		Home	
Email					Gender	
Date of Bi	rth	Place of Birth	Family Nar	ne at Birth		Australian Citizen Yes No
DOCUM	ENTS TO CONFI	RM YOUR IDENTITY				
Drivers Lic	ence No	State of Issue	Passport No		Country	of Issue
Medicare	Card No		Ref No	Colour	Expiry D	
Other ID					1	
Vehicle Ty	pe & Registration No					
	else to support Your <i>i</i>					
, 3						
Smoker	Yes No					
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(i)	Name of current less	sor or managing agent to wl	hom rent is paid			
					Phone No	
	Address					
	Rental Paid	\$	Period Rented From		То	
	Reason for leaving					
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(ii)	Previous address of					
	Name of previous les	ssor or managing agent to v	vhom rent was paid			
		<u> </u>			Phone No	
	Address					
	Rental Paid	\$	Period Rented From		То	
	Reason for leaving					
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(iii)	Occupation			(Note: Your	Employer may be co	ontacted to verify employment)
	Employer				Phone No	
	Period of Employme	nt			Wage \$	
	If less than 12 month	ns, name and address of pre	evious employer			
	Explanation if no em	iployment:				
(iv)	Next of Kin (Note: Th	nese people may be contact	ed to verify narticulars)			
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		ADDRESS				
	Second Next of Kin	NAME			TELEPHONE	
		ADDRESS				
	Emergency Contact	(name and address and tele	phone) [Note: These people may	pe contacted to verify	particulars.]	
	First Contact	NAME			TELEPHONE	
		ADDRESS				
	Second Contact	NAME	<u> </u>		TELEPHONE	
		ADDRESS				
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YOUR	(Second Person	's) PARTICULA	RS						
Given Nar	ne(s)				Family Name				
Address 1					,				
Address 2									
Suburb						State		Postcode	
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Email						Gende	r		
Date of Bi	rth	Place of Birth		Family Na	me at Birth			ustralian Citizen Y	es No
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(iv)	Next of Kin (Note: Th	nese people may be co	ntacted to veri	fy particulars)					
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	Second Next of Kin	NAME				TELEPH	ONE		
		ADDRESS							
	Emergency Contact	name and address an	d telephone)	Note: These people may	be contacted to verif	fy particulars.]			
	First Contact	NAME				TELEPH	ONE		
		ADDRESS							
	Second Contact	NAME			<u> </u>	TELEPH	ONE		$\overline{}$
		ADDRESS							
		- =							





YOUR	(Third Person's	) PARTICULAR	S						
Given Nar	ne(s)				Family Name				
Address 1					1				
Address 2									
Suburb						State		Postcode	
Phone No	Work			Mobile		Home			
Email						Gende			
Date of Bi	rth	Place of Birth		Family Na	me at Birth		_	ıstralian Citizen Ye	s No
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Drivers Li	cence No	State of	Issue	Passport No		Cou	ntry of Iss	ue	
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Smoker	Yes No								
Personal F	References a) NAM	IE .				TELEPH	ONE		
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(1)	Name of carrent less	essor or managing agent to whom rent is paid				Phone	No		
	Address								
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	Reason for leaving						<u> </u>		
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	Employer					Phone	<del>                                     </del>		
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	Explanation if no em	ployment:							
(iv)	Next of Kin (Note: Th	nese people may be c	ontacted to veri	fy particulars)					
	First Next of Kin	NAME				TELEPH	ONE		
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	Second Next of Kin	NAME				TELEPH	ONE		
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	Emergency Contact	name and address ar	nd telephone)	[Note: These people may	be contacted to veri	fy particulars.]			
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		ADDRESS							
	Second Contact	NAME				TELEPH	ONE		$\bar{\exists}$
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YOUR	(Fourth Person	's) PARTICULARS				
Given Naı	me(s)	•		Family Name		
Address 1				· · ·		
Address 2						
Suburb					State	Postcode
Phone No	) Work		Mobile		Home	. osteode
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Date of B	irth	Place of Birth	Eamily A	lame at Birth	delidel	Australian Citizen Yes No
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DOCUM	IENTS TO CONFII	RM YOUR IDENTITY				
Drivers Li	cence No	State of Issue	Passport No		Country	of Issue
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	Reason for leaving					
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	Name of previous le	ssor or managing agent to	whom rent was paid			
					Phone No	
	Address					
	Rental Paid	\$	Period Rented From		То	
	Reason for leaving					
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	Employer				Phone No	
	Period of Employme				Wage \$	
	If less than 12 month	ns, name and address of pro	evious employer			
	Explanation if no em	nployment:				
(iv)	Next of Kin (Note: TI	hese people may be contact	ed to verify particulars)			
(10)			ed to verify particulars/			
	First Next of Kin	NAME			TELEPHONE	
		ADDRESS				
	Second Next of Kin	NAME			TELEPHONE	
		ADDRESS				
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	First Contact		.pone/ [Note: These people Ille	, se contacted to Ven	TELEPHONE	
	i iist cuiitatt	NAME			TELEPHUNE	
		ADDRESS				
	Second Contact	NAME			TELEPHONE	
		ADDRESS				





By Signing this document You as Your Application may or may no	re making an application to enter in t be successful.	nto a Residential Tenancy Agre	ement in relation to the Pro	emises.
Your Signature ( First Person )				
				Date
Your Signature (Second Person)				Date
Your Signature (Second Person)  Your Signature ( Third Person )				
				Date

#### FORM 1AC - Residential Tenancies Act 1987 - Section 27B



### INFORMATION FOR TENANT

### WHAT YOU MUST KNOW ABOUT YOUR TENANCY

#### At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- · keys to your new home.

#### **UPFRONT COSTS**

#### You are not required to pay:

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- · any other amount.

#### **ESSENTIALS FOR TENANTS**

#### Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) you could end up being
  evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the Building Regulations 2012, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool
  or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not
  comply with Building Regulations 2012, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need
  more information, contact your local government
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

#### **COMPLAINTS AND DISPUTES**

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

### FURTHER INFORMATION CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE

**Perth office:** Forrest Centre, 219 St Georges Terrace, Perth, Western Australia 6000

Hours  $8{:}30\ a.m.-5{:}00\ p.m.$  General Advice Line:  $1300\ 30\ 40\ 54$ 

Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection REGIONAL OFFICES:

Goldfields/Esperance: (08) 9026 3250 | Great Southern: (08) 9842 8366 | Kimberley: (08) 9191 8400

South-West: (08) 9722 2888 | North-West: (08) 9185 0900 | Mid-West: (08) 9920 9800
The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia.

Contact the Consumer Protection Advice Line on  ${\bf 1300~30~40~54}$  for referral to a centre near you.