



IRVING & KEENAN REAL ESTATE PTY LTD
674 Beaufort Street, Mount Lawley WA 6050
P: +61 8 9272 0522
www.irvingandkeenan.com.au

Property Address:

RENTAL APPLICANTS – PLEASE READ CAREFULLY

**WITH ALL APPLICATIONS, WE REQUIRE THE FOLLOWING BEFORE
OR THIS APPLICATION WILL NOT BE PROCESSED**

COPIES OF ALL DOCUMENTS PERTAINING TO ALL WHO ARE APPLYING

- Drivers License or Passport of all Persons OVER 18
- Bank Statements, Payslips or Centrelink Statements
- Previous Rental References or, if you have sold your home, then the name and mobile of the selling agent
- If you are submitting a Homeswest Bond, please attach your Homeswest form and state this on your application
- VISA documents (if applicable)

**ALL APPLICATIONS TAKE 36-48 HOURS TO PROCESS
PLEASE BE PATIENT**

Kind regards

IRVING & KEENAN REAL ESTATE PTY LTD
rentals@irvingandkeenan.com.au



IRVING & KEENAN REAL ESTATE PTY LTD
674 Beaufort Street, Mount Lawley WA 6050
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APPLICATION FORM

When applying for one of our rental properties, you will need the following;

100 points of ID (with one being current photo ID)

• Drivers License or Passport	60 Points	{ }
• Birth Certificate	60 Points	{ }
• Medicare Card	30 Points	{ }
• Bankcard	30 Points	{ }
• Payslip (current)	10 Points	{ }
• Centrelink Document	10 Points	{ }
• VISA Documents (if applicable)		

NOTE:

When filling in this application form, please provide us with all the necessary information as this will help the Lessor/Agent make a final decision.

application to enter into residential tenancy agreement



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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 \$350) 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 You apply to enter into a Residential Tenancy Agreement with the Lessor

Your action if You wish to apply for the Residential Tenancy Agreement:	1. Complete this Application. 2. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.
Lessor's action if You do not succeed with Your Application:	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 action if You succeed with Your Application:	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:	5. 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 Tenancy 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. 6. 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.

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	Irving and Keenan Real Estate Pty Ltd		
Address	674 Beaufort Street, Mount Lawley, WA, 6050		
Telephone	9272 0522	Facsimile	9271 8380
E-mail	assistant@irvingandkeen.com.au		

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PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises

Address 1

Address 2

Suburb

State

Postcode

2. Rent \$ per week

3. Option Fee (if applicable) \$

4. If You are the successful applicant, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following money to the Property Manager:

REQUIRED 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 Reg. No. Age
Type of Pet Breed Reg. No. Age
9. Do you intend on applying for a residential tenancy bond from a State Government Department? ☐ Yes ☐ No
- 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:
-

NOTE: The Lessor is not obliged to accept any of the Your Special Conditions.

12. The address at which You wish to receive the Residential Tenancy Agreement if You are successful and/or notices relating to tenancy
- Email (optional):
- Fax (optional):
- Postal address (required):
- | | | | | | |
|-----------|----------------------|-----------|----------------------|----------|----------------------|
| PO Box | <input type="text"/> | Town/City | <input type="text"/> | Postcode | <input type="text"/> |
| Address 1 | <input type="text"/> | | | | |
| Address 2 | <input type="text"/> | | | | |

13. You declare that You are not bankrupt and that all of the information supplied in this Application is true and correct and is not misleading in anyway.
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 inspection.
15. By Signing this application You are making an application to lease the Premises. The Lessor may or may not send You a proposed Residential Tenancy Agreement for the Premises.
16. If You are the successful applicant, the Lessor will send You a proposed Residential Tenancy Agreement for the Premises which will contain information about pre-requisites for the creation of a binding Residential Tenancy Agreement. The Residential Tenancy Agreement will be comprised of Parts A, B and C. Parts A and B can be viewed on reiwa.com.au. Part C will also include additional terms agreed to by the parties, a draft of which is attached to this Application.
17. If a sum for an Option Fee is stipulated in Part A, You must pay that Option Fee to the Property Manager at the same time You make this application. The Option Fee must be paid by You by cash or cheque. If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You by way of an electronic transfer to Your bank account details set out in Part B within 7 days of the decision.

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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:

--	--	--	--

application to enter into residential tenancy agreement



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

1. 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 name of each residential tenancy database the Property Manager or Lessor usually uses, or may use, for deciding whether a residential tenancy agreement should be entered into with a person are set out below:
3. The contact details for the database operator(s) who operates the database(s) used by the PM as referred to above are as follows:

(a) **TICA** (strike out if inapplicable)

- (i) **Address:** PO Box 120, Concord NSW 2137
- (ii) **Telephone:** 190 222 0346. Calls are charged \$5.45 per minute including GST (higher for mobile or pay phones)
- (iii) **Facsimile:** (02) 9743 4844
- (iv) **Website:** www.tica.com.au

(b) **National Tenancy Database** (strike out if inapplicable)

- (i) **Address:** GPO Box 13294, George Street 120, Brisbane QLD 4003
- (ii) **Telephone:** 1300 563 826
- (iii) **Facsimile:** (07) 3009 0619
- (iv) **Email:** info@ntd.net.au
- (v) **Website:** www.ntd.net.au

(c) **Other Databases** (if applicable)

- (i) **Name:**
- (ii) **Address:**
- (iii) **Telephone:**
- (iv) **Facsimile:**
- (v) **Email:**
- (vi) **Website:**

4. The applicant may obtain information from the database operator in the following manner:

(a) as to TICA:

- (i) Postal and fax application forms can be downloaded from www.tica.com.au. Information regarding application fees can be found on the application form;

(b) as to the National Tenancy 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.

(c) as to

- (i)
-

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

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YOUR (First Person's) PARTICULARS

Given Name(s)				Family Name			
Address 1							
Address 2							
Suburb				State		Postcode	
Phone No	Work		Mobile		Home		
Email				Gender			
Date of Birth		Place of Birth		Family Name at Birth		Australian Citizen Yes No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No			Ref No		Colour		Expiry Date
Other ID							

Vehicle Type & Registration No

Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References

a) NAME		TELEPHONE	
b) NAME		TELEPHONE	

(i) Name of current lessor or managing agent to whom rent is paid

	Phone No	
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer	Phone No	
Period of Employment	Wage \$	
If less than 12 months, name and address of previous employer		
Explanation if no employment:		

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) (Note: These people may be contacted to verify particulars.)				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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YOUR (Second Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email		Gender	
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen ☐ Yes ☐ No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			
Vehicle Type & Registration No			

Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References

a) NAME	TELEPHONE
b) NAME	TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Address	Phone No
Rental Paid \$	Period Rented From To
Reason for leaving	

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid	Phone No
Address	
Rental Paid \$	Period Rented From To
Reason for leaving	

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer	Phone No
Period of Employment	Wage \$
If less than 12 months, name and address of previous employer	
Explanation if no employment:	

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin	NAME	TELEPHONE
	ADDRESS	
Second Next of Kin	NAME	TELEPHONE
	ADDRESS	
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]		
First Contact	NAME	TELEPHONE
	ADDRESS	
Second Contact	NAME	TELEPHONE
	ADDRESS	

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YOUR (Third Person's) PARTICULARS

Given Name(s)					Family Name		
Address 1							
Address 2							
Suburb					State	Postcode	
Phone No	Work			Mobile	Home		
Email					Gender		
Date of Birth		Place of Birth			Family Name at Birth	Australian Citizen Yes No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No		Ref No		Colour		Expiry Date	
Other ID							

Vehicle Type & Registration No

Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References

a) NAME		TELEPHONE	
b) NAME		TELEPHONE	

(i) Name of current lessor or managing agent to whom rent is paid

	Phone No	
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer		Phone No	
Period of Employment		Wage \$	
If less than 12 months, name and address of previous employer			
Explanation if no employment:			

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) (Note: These people may be contacted to verify particulars.)				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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YOUR (Fourth Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email		Gender	
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen ☐ Yes ☐ No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			
Vehicle Type & Registration No			

Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References

a) NAME	TELEPHONE
b) NAME	TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

		Phone No
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(ii) Previous address of Applicant

		Phone No
Name of previous lessor or managing agent to whom rent was paid		
Address		
Rental Paid \$	Period Rented From	To
Reason for leaving		

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer	Phone No
Period of Employment	Wage \$
If less than 12 months, name and address of previous employer	
Explanation if no employment:	

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin	NAME	TELEPHONE
	ADDRESS	
Second Next of Kin	NAME	TELEPHONE
	ADDRESS	
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]		
First Contact	NAME	TELEPHONE
	ADDRESS	
Second Contact	NAME	TELEPHONE
	ADDRESS	

application to enter into residential tenancy agreement



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**By Signing this document You are making an application to enter into a Residential Tenancy Agreement in relation to the Premises.
Your Application may or may not be successful.**

Your Signature (**First Person**)

Date

Your Signature (**Second Person**)

Date

Your Signature (**Third Person**)

Date

Your Signature (**Fourth Person**)

Date

FORM 25
Pet Request Form



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RESIDENTIAL TENANCIES ACT 1987 (WA) - Section 50B

How to use this form

During a tenancy, tenants must use this form to ask the landlord (also known as the lessor) for permission to keep a pet at the rental property. Landlords can only refuse or apply conditions if it is reasonable to do so.

1. Tenants complete steps 1, 2, and 3.
2. Landlords complete steps 4 and 5.
3. All parties should read the **Important Information** at the end of this form.

For Tenants

Complete steps **1, 2, and 3** on this form.

Provide enough details about the pet for your landlord to make an informed decision.

Additional forms may be completed if requesting more than one pet.

Give the landlord your completed form (including a copy of the **Important Information**).

Keep a copy of the form and the details of how you gave it to the landlord for your own records.

Read the **Important Information** available at the end of this form.

Step 1: Tenancy Details

Tenant to complete and go to step 2

Rental Property Address	Address			
	Suburb/Town	State	Postcode	
Tenant(s) making request to keep a pet	Name Tenant 1			
	Contact details (eg email or phone)			
	Name Tenant 2			
	Contact details (eg email or phone)			
	Name Tenant 3			
	Contact details (eg email or phone)			
Landlord(s) or agent receiving this request	Name Landlord 1			
	Name Landlord 2			
	Name Landlord 3			

Step 2 continues next page

FORM 25
Pet Request Form



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Step 2: Tenant's Pet Request Details

Tenant to complete and go to step 3

About the pet	Type of Animal			
	Breed/Species			
	Age		Size	☐ Small ☐ Medium ☐ Large
Other information about the suitability of the pet and the rental premises	For example Name, registration/ license number, temperament, training, size of property/outdoor areas, enclosure requirements, if the pet would be kept inside and/or outside			

Step 3: Tenant's Declaration

Tenant to complete and go to Important information

Declaration	I am seeking permission to keep the above pet at the rental property. I understand that I am responsible for any nuisance, noise and damage caused by keeping the pet. I accept that I am responsible for rectifying any damage caused to the property including damage caused by the pet.		
Signatures of tenant(s) making request	Signature Tenant 1		Date / /
	Signature Tenant 2		Date / /
	Signature Tenant 3		Date / /

Tenants go to Important Information. Landlords continue to next page for step 4

FORM 25

Pet Request Form



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For Landlords

Complete **steps 4** and **5** of this form, advising if you approve, approve with conditions, or refuse the request.
You have 14 days (starting the day after you received the request) to send the completed form back to the tenant.

If you do not respond within 14 days, the pet request is automatically approved.

You will also need to apply for Commissioner approval if you:

- approved with conditions that need Commissioner approval; or
- refused the pet request for reasons that need Commissioner approval.

If you do not apply for Commissioner approval to refuse (where needed) within the 14 days, the pet request is automatically approved.

Keep a copy for your records.

Read the **Important Information** available at the end of this form.

Step 4: Landlord's response to the pet request

Landlord to complete and go to step 5

Select decision below:

☐ **Approve**

☐ **Approve with conditions**

Select and write the condition(s) below. Go to step 5, then send form to tenant

Conditions where Commissioner approval is not needed

- ☐ Number of pets
- ☐ Cleaning
- ☐ Maintenance
- ☐ Fumigation

Conditions where Commissioner approval is needed

If selected, **you must** apply for Commissioner approval. Conditions **do not** apply unless approved

- ☐ Other reasonable condition(s)

What are the condition(s)?

Specify the condition(s) including what it is, how often it happens, and where or when it occurs

Step 4 continues next page

FORM 25

Pet Request Form



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Step 4: Landlord's response to the pet request - Continued...

☐ Refuse

Select reason(s) and explain why it applies below. Go to step 5 and send form to tenant

Reasons where Commissioner approval is not needed

- ☐ Keeping the pet is not allowed under a written law (eg. biosecurity laws do not allow a fox as a pet)
- ☐ Keeping the pet is not allowed under a local law (eg. a local council law does not allow roosters)
- ☐ Keeping the pet is not allowed under a community title or strata law (eg. a by-law does not allow pets)

Reasons where Commissioner approval is needed

If selected, you **must** apply for Commissioner approval within 14 days

- ☐ The premises are unsuitable for keeping the pet
- ☐ Keeping the pet would exceed a reasonable number of pets being kept at the premises
- ☐ Keeping the pet at the premises is likely to cause damage to the premises that could not be repaired for less than the amount of the security bond
- ☐ Keeping the pet at the premises would pose an unacceptable risk to the health and safety of a person
- ☐ Keeping the pet at the premises is likely to cause the landlord undue hardship
- ☐ The pet is a 'dangerous dog' as defined in the *Dog Act 1976* (WA)

Explain why the reason(s) apply:

Step 5: Landlord's Declaration and Signature

Landlord to complete and send form to tenant

Declaration

I understand the tenant(s) named on this form are requesting my permission to have a pet, and I must respond to this request in writing within 14 days. If I do not respond to the tenant and apply for Commissioner approval to refuse the request (where needed) within 14 days, the request is automatically approved.

Signatures of Landlord(s) or Agent

Signature Landlord 1

Date / /

Signature Landlord 2

Date / /

Signature Landlord 3

Date / /

Landlord/Agent and Tenant to continue to next page for Important Information

FORM 25

Pet Request Form



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Important Information for Tenants and Landlords

1. What is a pet?

A pet means any animal except an assistance animal, such as a dog trained to perform tasks to support a person with a disability. A tenant may keep an assistance animal at the premises without needing the landlord's permission.

2. Responding to a pet request

The landlord must respond to the tenant within 14 days of the request (starting the day after they receive the form). Where required, they must also apply for Commissioner approval within the applicable timeframe.

3. What happens if the landlord does not respond within 14 days?

If the landlord does not respond to the request within 14 days, and where necessary apply for Commissioner approval within the applicable timeframe, the pet request is automatically approved.

4. How are the 14 days counted?

A landlord has 14 days to respond, starting the day after they receive the request. If the tenant's request or the landlord's response is posted, the tenant must allow extra days for the form to be delivered. These extra days are not part of the 14 days the landlord has to respond. Further information about counting days when serving a notice can be found online at www.commerce.wa.gov.au/consumer-protection/counting-days.

5. Challenging a decision

The tenant may challenge the landlord's response if they believe that the decision and/or the conditions set by the landlord are unreasonable, or not permitted or applicable. The tenant applies to Consumer Protection to review the decision.

6. Applying for Commissioner approval

If a landlord decides to refuse for a reason that requires Commissioner approval, the landlord must apply to Consumer Protection for Commissioner approval within the 14 day response period. If a landlord decides to set a condition that requires Commissioner approval, the landlord must apply to Consumer Protection for Commissioner approval. The condition does not apply unless approved.

7. How to apply to the Commissioner

Applications to the Commissioner can be made online at www.consumerprotection.wa.gov.au/CDapply or call 1300 30 40 54 for further information.

8. What happens after an application is made to the Commissioner?

When an application is made, the Commissioner will notify all parties. The Commissioner will invite parties to respond. Parties will be asked if they agree or disagree with the application and to provide relevant information or evidence. The Commissioner may also request additional information or evidence if needed.

9. How does the Commissioner make a decision?

The application will be decided based on the information and evidence provided by the parties, and written reasons for the decision will be given. In some cases, the Commissioner may decline to decide an application and direct the parties to apply to the Magistrates Court.

10. What are the options if the parties are not satisfied with the Commissioner's decision?

If parties are not satisfied with the Commissioner's decision, they can appeal to the Magistrates Court within seven days of receiving the notice of the decision.

11. Where can I find more information?

Visit the Consumer Protection website for more details on the rights and responsibilities about renting with a pet at www.consumerprotection.wa.gov.au/renting/pets.