

Application for Tenancy - Checklist

Please submit your application to one of the following:

- 1. 1/105 Royal Street East Perth WA 6004 (Opening hours Monday to Friday 8.45am to 5.30pm), or
- 2. mail to rentals@momentumwealth.com.au or
- 3. fax to 08 9218 9885.

The sooner your completed application is received, the sooner we can process it and give you an answer. If the application is not received fully completed, it will not be processed.

Holding Deposit / Option Fee

A holding deposit (Option Fee) of one weeks' rent is required to be paid at the time of submitting your application. This ensures you are committed to the property, and if approved, to hold the property for you. The Option Fee may be paid via cash at our office, or direct deposit on submission of the application. If you are paying in cash we are unable to provide change. If your application is unsuccessful, you will be notified and the holding deposit will be refunded to your nominated bank account within 2 business days. If the Owner accepts your application and you choose not to proceed with the lease then you shall lose your Holding Deposit / Option Fee.

Direct Deposit details are: Westpac – East Perth Momentum Wealth Property REBA Trust Account BSB: 036-024 Account Number: 100414

* IMPORTANT * Please use the property address and your surname as a reference on the deposit.

Cł	hecklist - Have you:	Applicant(s)	Office
•	Included <u>three forms</u> of ID to make up a 100 point ID check? This is req for each applicant. e.g. Drivers Licence, Passport, Medicare card, cred		
•	Completed all sections of the application form?		
•	On page 3 - Initialled the Privacy section? Each Applicant to initial.		
•	On page 4 - Signed the Applicant Declaration? Each Applicant to sigr	ı.	
•	On page 4 - Complete your bank account details (section 29) for retur the holding deposit if the application is unsuccessful.	n of	
•	On page 11 – Signed the application (section 38)? Each applicant sho	ould sign.	
•	Included at least one previous rental history reference for each Applic	ant?	
•	Provided proof of income and employment for all Applicants (payslips employer or if Self Employed - Include copies of 3 months bank statem		
	ow did you find out about this property? <mark>_</mark> .g realestate.com.au, reiwa.com.au, newspaper, window display ad, for lease si	gn, friend etc)	
	ffice Use Only eceived byDateOption Fee Paid \$	Receipt #	

STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

IN	FORMATION FROM APPLIC	CANT(S)			
Арр	licant: Mr / Mrs/ Ms			Telephone:	
Арр	licant: Mr / Mrs/ Ms			Telephone:	
Арр	licant: Mr / Mrs/ Ms			Telephone:	
Арр	licant: Mr / Mrs/ Ms	First Name	Middle Name	Telephone:	
	uld your application be approved, we will need ters, or each applicant can be nominated for a			can nominate to be the pr	imary contact for all
	Primary Contact (includes all – Lease, Accour	nts & Repairs contact)	Applicant Name		
	Lease licant Name	Accounts Applicant Name		Repairs Applicant Name	
TE	NANCY DETAILS				
1.	Premises:				
2.	The tenancy is required for a period of	months or more.	From	To <mark>_</mark>	
3.	At a rental of \$	per week (Note: Rent to b	e paid fortnightly by	direct debit from one ba	nk account only)
4.	Total number of persons to occupy Premises:	Adults _		Children	
				Ages <mark>_</mark>	
	Number of Vehicles to be kept at the Premises	S <mark>_</mark>			
5.	Pets: Type of Pet	Breed _	Number	Age	
	Type of Pet	Breed	Number	Age	
	For full detail of special conditions on approva read and signed by all applicants and must be			I Annexure B - Pet Applica	ation. This must be
6.	Do you intend applying for a residential tenand	cy bond from a State Gover	nment Department?	YES / NO	
	lf yes \$ <mark>_</mark>	_ Branch			
7.	Option Fee \$	_ (to hold the property – r	minimum of one weeks	rental)	
8.	If Option accepted, period of Option is two bus	siness days from acceptanc	e of Application (see it	tem 25 and 28)	
AM	OUNTS PAYABLE (If option exercised and lea	se entered into)			
	Security deposit bond of \$	-	wise advised)		
10.	Pet bond (if applicable) \$	(\$260.00)			
	Rent of two weeks \$				
12.	Total due		\$ <mark>_</mark>		
	Less: Option Fee (payable on application)		(\$ <mark>_</mark>)	
	BALANCE OWING (direct deposit, cash or fin ase pay the correct amount as no ch		ly)	\$ <mark>_</mark>	

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

- 14. The amounts referred to in Items 9 to 13 are payable upon the Applicant signing the Lease and prior to taking possession of the Premises.
- 15. The Applicant will not be entitled to occupation of the Premises until:
 - (i) vacant possession is provided by the current occupant of the Premises;
 - (ii) the Lease is signed by the Applicant; and
 - (iii) the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises.
- 16. If the property is currently being purchased and has not settled, the Tenant is aware that the possession date may vary depending upon the actual settlement date and the Tenant will not hold the Owner or Agent responsible in any manner for any costs of delay or change in the possession date. The Tenant acknowledges being informed by the Agent if the property is currently being purchased and has not yet settled.
- 17. The persons completing/submitting the application are over the age of 18 years, none are bankrupt and they each declare that all of the information supplied in the Applicant(s) particulars are true and correct and are not misleading in any way.
- 18. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
- 19. Upon the exercise of the option by the Applicant, within two business days the Applicant will execute the Lease, including any special conditions, and make payment of all monies referred to in items 9 to 13. The Lease shall be a "REIWA Standard Residential Property Lease" including the special conditions included in this Application.
- 20. The Applicant agrees to pay the rent fortnightly in advance after the initial two weeks rent.
- 21. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
- 22. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises during normal business hours.
- 23. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
- 24. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.

PRIVACY

25. The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit, including tenancy databases and credit reporting agencies. The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity to process and evaluate the application and to manage the tenancy and to conduct the Agent's business. Personal information collected about the Applicant in this application and during the course of the tenancy, if the application is successful, may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents, third party operators of tenancy reference databases and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy reference databases, credit reporting agencies, and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

Applicant(s) Initials (....) (....) (....)

OFFER OF OPTION TO OWNER

26. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer will be the amount referred to in item 7. The period of the Option shall commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in Item 8, or if none, then by 4 pm two business days after the acceptance of the Application and Offer.

27.	The Option is	exercised by	the Applicant either:
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- (i) executing the Lease; or
- (ii) taking possession of the Premises with the Owner's consent; or
- (iii) giving a notice in writing to the Owner exercising the Option;
- whichever occurs first.
- 28. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rent payable pursuant to the Lease. If not exercised, the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987.
- 29. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. The Applicant(s) UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER BY THE OWNER WILL RESULT IN FORFEITURE OF THE OPTION FEE.
- 30. If your application is not accepted a refund of any Option Fees will be made by Direct Deposit into the bank account nominated below:

Name of Account		 	
BSB:	Account No:	 	

APPLICANT(S) DECLARATION

31. I declare that the following statements are true and correct:	YES	NO
Has ANY Applicant ever been evicted or had their tenancy terminated by any Owner or Agent?		
Has ANY Applicant ever not received your bond back in full?		
Is ANY Applicant in debt to any Owner or Agent?		
Has ANY Applicant ever been refused a rental property by an Owner or Agent?		
Has ANY Applicant ever been declared bankrupt?		
Is there any reason known to ANY Applicant that would affect your ability to make future rental payments?		

If you answered yes to any of the statements above, please provide further details below of the circumstances:

Tenants Signature	

32. Was the Premises in a satisfactory condition when you inspected it? If not please list any requests below. Please be aware there is generally no obligation on the Owner to agree to these requests.

33. APPLICANT 1 - PARTICULARS

rent Address		First Name		Middle Name
one No. Work		Phone No. Home		
bile				
te of Birth		Smoker Yes / No		
ver's Licence No.		State Issued	Pass	oort No
her ID				
oof of Identification (bankcard, etc)				
hicle Make & Model		Registration No.		
rsonal References (non related) (a) 🔔				
(b) <mark>_</mark>	NAME		TELEPHONE	HOW KNOWN TO APPLICAN
(*)	NAME		TELEPHONE	HOW KNOWN TO APPLICAN
Name of current owner or managing	agent to whom	n rent is paid <mark>_</mark>		
Address		· _		
Phone No.				
Rental Paid \$ <mark>_</mark>	(per week)	Period rented From		To
Reasons why leaving				
Name of previous owner or managin Address				
Phone No		Mobile No		
	<i>(</i> 1)			
Rental Paid \$ <mark>_</mark>	(per week)	Period rented From		To
Rental Paid \$ <mark>_</mark> Reasons why left <mark>_</mark>				
Reasons why left				
Reasons why left				
Reasons why left Occupation Employer		_ Supervisor _		
Reasons why left Occupation Employer Period of employment	Pho	_ Supervisor <mark>_</mark> ne No. <mark>_</mark>		Wage \$ per week
Reasons why left Occupation Employer	Pho	_ Supervisor <mark>_</mark> ne No. <mark>_</mark>		Wage \$ per week
Reasons why left Occupation Employer Period of employment	Pho ss & phone no.	_ Supervisor <mark>_</mark> ne No. <mark>_</mark> of previous employer <mark>_</mark>		Wage \$ per week
Reasons why left Occupation Employer Period of employment If less than 12 months, name, addre	Pho ss & phone no. it property(s)?	_ Supervisor ne No of previous employer		Wage \$ per week

34. APPLICANT 2 - PARTICULARS

ne		First Name		Middle Name
rent Address				
na Na Wark		Dhana Na Llama		
ne No. Work				
bile <mark>_</mark> e of Birth <mark>_</mark>		_ Ellian Smoker Yes / No		
ver's Licence No			Pass	port No
ner ID				
pof of Identification (bankcard, etc)				
hicle Make & Model				
rsonal References (non related) (a)				
(b) <mark>_</mark>	NAME		TELEPHONE	HOW KNOWN TO APPLICANT
(0) _	NAME		TELEPHONE	HOW KNOWN TO APPLICANT
Name of current owner or managir	na agent to whom	rent is paid		
Address _		· _		
Phone No				
Rental Paid \$				
Reasons why leaving				
Name of previous owner or manag Address <mark>_</mark>				
Phone No		Mobile No		
Rental Paid \$ <mark>_</mark>	(per week)	Period rented From		To <mark>_</mark>
Reasons why left				
Occupation				
Employer				
				Wage \$ per week
Do you currently own any investme	-nt property(s)?			
Next of Kin/Emergency Contact (n	ama addrass an	nd telenhone) Note - not (one of the other A	anliaanta
Next of Kin/Emergency Contact (n				oplicants

35. APPLICANT 3 - PARTICULARS

me	First Name	Middle	Jame
rrent Address			
	Dhana Na, Hama		
one No. Work			
bbile	Smoker Yes / No		
iver's Licence No		Passport No	
her ID			
oof of Identification (bankcard, etc)			
ehicle Make & Model			
ersonal References (non related) (a)			
NAME	TEL	EPHONE	HOW KNOWN TO APPLICANT
(D)NAME		EPHONE	HOW KNOWN TO APPLICANT
Name of current owner or managing agent to whon	n rent is paid		
Address _	· -		
Phone No.			
Rental Paid \$ <mark>_</mark> (per week)			
Reasons why leaving			
Name of previous owner or managing agent to who Address _			
Phone No.	Mobile No.		
Rental Paid \$(per week)	Period rented From	То	
Reasons why left			
) Occupation Employer			
Period of employment Pho			
If less than 12 months, name, address & phone no			
) Do you currently own any investment property(s)?			
 Next of Kin/Emergency Contact (name, address and name) 	nd telephone) Note – not one o	of the other Applicants	
L			

36. APPLICANT 4 - PARTICULARS

ne	First Name	Middle N	ame
rent Address			
No. No. Work	Dhana Na, Hama		
one No. Work			
bile <mark>_</mark> te of Birth <mark>_</mark>	Smoker Yes / No		
ver's Licence No.		Passport No	
her ID		• –	
pof of Identification (bankcard, etc)			
hicle Make & Model			
rsonal References (non related) (a)			
NAME	Т	ELEPHONE	HOW KNOWN TO APPLICANT
(0)	Т	ELEPHONE	HOW KNOWN TO APPLICANT
Name of current owner or managing agent to whom re	ent is paid		
Address	· _		
Phone No			
Rental Paid \$ <mark>_</mark> (per week) F			
Reasons why leaving			
Name of previous owner or managing agent to whom Address			
Phone No	Mobile No.		
Rental Paid \$ <mark>_</mark> (per week) F			
Reasons why left			
Occupation			
Employer			
Period of employment Phone			
If less than 12 months, name, address & phone no. of			
Do you currently own any investment property(s)?			
Next of Kin/Emergency Contact (name, address and	telephone) Note – not on	e of the other Applicants	

 Special conditions that will apply to the Lease (if Application accepted, and Option exercised) are included as Annexure A and Annexure B – Pet Application (if applicable).

Annexure A Special Conditions to Form part of the Residential Tenancy Agreement

- 1. Rent payments will be debited from your account 2 days prior to the actual rent due date to allow for bank transfer times. The amount that will be debited will be the agreed amount outlined in the lease agreement on page 1. i.e. fortnightly rent or calendar monthly rent.
- 2. Any invoices due throughout the tenancy will also be deducted via Direct Debit 2 days after the due date which is 14 days from date of issue. This will allow you time to ensure that funds are available. If you experience difficulty with ensuring adequate funds are available to meet your rent payment by the due date, contact our office a minimum of 7 working days prior to the rent or invoice due date, to avoid any problems and additional bank charges being incurred.
- 3. The Owner or Owner's Agent is authorised to enter the Premises after giving reasonable notice, to show the premises to prospective tenants on a reasonable number of occasions during the 21 days before the end of the Lease.
- 4. If the Premises are put on the market for sale, the Tenant(s) agree that the selling agent and the Owner can have reasonable access to the property in order to show the Premises to prospective buyers. Once the Premises are sold, the Tenant(s) agree that the purchaser of the property is entitled to inspections including a final inspection in the last five days before settlement and the Tenant(s) agrees to provide access to the Premises for such inspections.
- 5. The Tenant is responsible for removing ALL rubbish prior to vacating and if the bin is left out, the bin MUST be taken back on to the property and stored in a discreet manner outside the home. The Tenant must remove all rubbish on the Premises (including outside) and hose out and clean the bin prior to vacating.
- 6. The Tenant(s) acknowledge that if they vacate the Premises and any maintenance or cleaning is required to return the property to the same condition as described in the Property Condition Report (fair wear and tear accepted) then the Agent shall attempt to make contact with the Tenant(s) on the contact phone numbers provided by the Tenant and if the Tenant does not rectify the maintenance and/or cleaning within 24 hours of the attempted contact by the Agent then the Agent is authorised to attend to these matters and deduct the costs from the Tenants Security Bond.
- 7. The Tenant(s) acknowledge that if at the Final Inspection the property is not cleaned and presented in a satisfactory manner in accordance with the ingoing Property Condition Report, and the Tenant(s) request to rectify these unsatisfactory items themselves or the Agent is required to engage contractors at the Tenant(s) expense to rectify the items, a re-inspection by the Agent will be required to check these items. This re-inspection will be at the Tenant's expense at \$132 and the Agent is authorised to deduct the costs from the Tenant's Security Bond.
- 8. If any rent shall be in arrears of more than two (2) days, a Termination Notice (Form 1B) will be issued immediately and if not rectified by the nominated date, vacant possession may be enforced.
- 9. Should a debt collector and/or legal proceedings be required to collect rent arrears and any other monies owed by the Tenant(s) under this Lease then all costs relating to such debt collection and/or legal proceedings shall be payable by the Tenant(s).
- 10. The Tenant(s) agree to pay any out of pocket expenses incurred by the owner through bounced cheque payments, bounced electronic payments or other charges due, arising from incorrect or late payments.
- 11. All monies received in the Agents Trust Account must have an identification number or code that clearly identifies whom the money is from. If the Agent is required to request a search or trace on the payment, the Tenant shall be responsible for any costs of the search or trace, including the Agents time.
- 12. The Tenant(s) agree to pay the rent due a minimum of one rent period in advance at all times. Rent period as outlined in item 9 of this lease.
- 13. The Tenant(s) acknowledge it is their responsibility to ensure rent payments are received on or before the due date, not initiated on the due date. Bank transfers and deposits can take 48 hours to come through so payments need to arrive by the due date.
- 14. The Tenant(s) agree to keep the Owners Agent informed of current contact numbers and details of any changes of workplace by providing updated phone numbers and addresses.
- 15. No plants are to be kept on the floor at any times. If the Tenant breaches this section of the Lease and causes damage to the floor, they shall be responsible for repairing the damage.
- 16. If any further occupants wish to reside in the Premises they must complete an application form and be approved by the Owner **BEFORE MOVING IN.**
- 17. The Tenant(s) is aware that their personal effects and furniture are to be insured at their own expense and are not covered by the Owners insurance policy.
- 18. Tenant(s) are not to iron clothes on the carpets. Any carpet damage will be required to be completely replaced at the expense of the tenant(s), patching of carpets will not be accepted.
- 19. All water charges and other sundry invoices are to be paid within 14 days from invoice to Owner's agent.

Annexure A continued

- 20. Reasonable access must be given by the Tenant(s) to the Owner/Owners' agent or approved tradespersons for the purpose of carrying out maintenance and repairs.
- 21. If the Owner is billed for a service call in regards to items of repairs and maintenance and the Tenant(s) was not present or did not provide access and the service provider is required to re-attend, the Tenant shall be responsible for the cost of the service call.
- 22. The Tenant(s) agree that if any maintenance and/or repair requests are made and it is found that:
 - a. the damage or need for maintenance and/or repairs was caused by the misuse or negligence of the Tenant(s), and/or
 - b. the maintenance request was in fact not required as the item of maintenance requested was actually in good working order and/or
 - c. the maintenance request was an item that the Tenant is responsible for maintaining under the Lease; then

the Tenant shall be responsible for the costs of the maintenance and costs of any service providers responding to the maintenance request.

- 23. With reference to section 45 of the Act, the tenant(s) is aware that they must not alter, remove or add any lock or device without the consent of the owner (penalty \$1000). If the Tenant is locked out they can **during business hours**, request a spare set be provided by the Owners Agent. A bond of \$200 needs to be paid and this shall be refunded to the Tenant(s) upon the keys being returned to the Agents office within two (2) days.
- 24. The Owner makes no representations about the availability or working condition of any antenna/media points or associated services to the Premises. The Tenant must make their own enquiries.
- 25. If the Premises has floorboards the Tenant(s) must use felt tape or other protective measures between their furniture and the floorboards to ensure the floorboards are not scratched.
- 26. Immobile and / or unregistered cars or car bodies are not to be kept on the Premises for more than two (2) days.
- 27. The Tenant(s) acknowledges that vehicles are not to be parked on the lawns, nature strip or common areas.
- 28. The Tenant(s) agree to use drip trays(s) on the garage /carport / driveway to prevent staining. Should stains be evident the Tenant will be liable for the cost of professional stain removal.
- 29. All garden beds and lawn areas must be kept free from all refuse and weeds and be kept in a green and healthy condition. Lawn mowing, fertilizing and pruning is to be undertaken on a regular basis with a minimum of every 6 weeks. Watering must take place a minimum of two (2) times per week. (If restrictions apply then hand watering is required).
- 30. Should there be a reticulation system at the Premises, the Tenant(s) is aware that they are responsible for the general upkeep of the system, including keeping it free from sand, root systems and debris. Any sprinklers that are broken or become non-operational during the Lease are the Tenants responsibility to repair. Should the system not be operational it is the Tenants responsibility to hand water the lawns and gardens until the system is fully operational.
- 31. If the Lease specifies that pool maintenance and lawn and garden maintenance is provided by the Owner (it is not included unless specified) then the Tenant is responsible for advising the Owners Agent if the contractors do not perform their contractual duties so the Agent can take appropriate action.
- 32. No posters, nails, stickers, screws, poster putty, blue tack, adhesive tape or fittings are to be fixed onto walls other than which is listed on your Property Condition Report or agreed to in writing.
- 33. Routine inspections will take place after the first 6 weeks of tenancy and then every three (3) months thereafter. Tenants will be given 7 days notice in writing for an appointment between normal office hours. If the tenant cannot be present then the Agent will inspect alone.
- 34. The Tenant understands and expressly gives the Agent permission to take internal and external photographs at Routine Inspections which will be provided to the Owner as part of a routine inspection report as evidence of the condition the property is being maintained in.
- 35. Should after a routine inspection being carried out it is deemed a re-inspection is required due to the Premises not being presented in a good and clean condition (in the reasonable opinion of the Agent) then the Tenant shall be charged \$88.00 for a re-inspection fee.
- 36. The tenant(s) acknowledges that:
 - a. There will be a rent review after the first six (6) months and if the lease is for longer than 12 months (including any options to renew), each six (6) monthly period thereafter.
 - b. The rent will be adjusted to the current rental market value for the property or the current rental being paid, whichever is the greater.
 - c. The owner / owners' agent will give the tenant sixty (60) days written notice of the proposed rent increase.
 - d. If the tenant objects to the determination of market value, they must provide notice in writing to the owner / owners' agent within 14 days of receiving the notice of intention to increase the rent. If they do not provide notice in writing within 14 days of receiving the notice of intention to increase the rent, then the owner / owners' agent determination shall be final.
 - e. If the tenant objects to the determination of market value, the owner / owners' agent shall appoint an independent expert to determine the rent.
 - f. The cost of the independent expert shall be payable by the tenant, unless the independent experts opinion is that the market rent is 10% less than that determined by the owner / owners' agent, in such case the owner shall be responsible for the cost of the independent expert.

37. The tenant acknowledges that upon expiry of the lease the tenancy becomes a periodical tenancy and:

- a. The owner / owners' agent can (with due notice) remove the tenant from the property, or
 - b. With sixty (60) days notice, adjust the rent to any figure they may choose
- 38. The Tenant(s) are aware that no pets are allowed at the property without prior written consent of the Owner or Owners' agent. If permission is granted, the pet must remain outside the home at all times.
- 39. The Tenant shall not damage the smoke alarms and shall not disconnect the smoke alarms from any battery and shall not interfere with the smoke alarm in any way that renders the alarm inoperative.

Annexure A continued

- 40. The tenant agrees to report any fault or damage to any smoke alarm as soon as practicable
- 41. The tenants(s) acknowledge that they are responsible for:
 - a. regular testing of the smoke alarms and RCD's within the property (minimum of monthly).
 - b. cleaning the smoke alarms by removing dust and cobwebs.
 - c. ensuring the smoke alarms are not tampered with and that no obstruction is placed so as to restrict the airflow to the alarms and smoke alarm air vents not to be painted over.
 - d. any wilful damage to the alarms.
- 42. The tenant(s) acknowledges receipt of a FESA Fact Sheet on Testing Your Smoke Alarm.
- 43. The tenant(s) acknowledges receipt of a RCD Fact Sheet on Checking and Testing RCD's.

Lease Break

- 44. The Tenant understands that should they decide (or their circumstances decide) that they are to vacate the premises prior to the expiration of their Lease Agreement, the Tenant agrees to advise the Owner in writing of their intention to vacate the Premises and request permission from the Owner to terminate the Lease early. Permission may be granted (in writing) under the following circumstances:
 - a. The Tenant acknowledges that they are responsible for all rent until a new lease agreement has been signed for the premises or the Lease expires, whichever is sooner;
 - b. The Tenant agrees to pay the cost of advertising incurred in reletting the Premises, including but not limited to internet charges, for lease signs and newspaper advertising;
 - c. The Tenant agrees to reimburse the Owner for the Agent's final inspection fee (approximately \$132.00) and any update of the Property Condition Report completed prior to the new tenancy commencing;
 - d. The Tenant agrees to reimburse the Owner for any unexpired portion of the Letting Fee paid by the Owner to the Agent at the commencement of the tenancy;
 - e. The Tenant agrees to reimburse the Owner for any unexpired portion of the Lease Renewal Fee paid by the Owner to the Agent for any renewal of the lease;
 - f. The Tenant agrees to pay any and all other damages as advised by the Owner in writing that they expect to incur as a result of the Tenant's early termination of the Lease;
 - g. The Tenant acknowledges that the suitability of a new tenant will be determined by the Owner:
 - h. While the Agent and Owner will assist in finding a new tenant, the ultimate responsibility for finding a new tenant rests with the Tenant. and
 - i. The Tenant acknowledges responsibility for the upkeep of the Premises, including the lawns, gardens and pool and spa (if applicable) until the Premises is re-let or the lease expires, whichever is the sooner.

National Tenancy Databases

45. We take this opportunity to advise you that our office is a member of the Real Estate Institute of Australia Tenant Register and the National Tenancy Database Register. As the name suggests, these are National Information Services to the Real Estate Industry on defaulting Tenants. Our office is a supporter of the services and advises that should a default occur under your tenancy agreement, the information will be listed on the above databases. Once listed, the information will remain on file until any defaults are rectified. This may increase the difficulty of you relocating as the above databases have strong membership throughout Australia. By entering into this Lease the Tenant acknowledges that their name will be added to the database if they breach the Lease in any way.

The Applicant(s) acknowledge(s) that they have read the above application and understand the contents. They also agree that the special conditions in Annexure A will form part of any Lease Agreement.

Applicant's Signature	Date

Annexure B - Pet Application

The Applicant(s) request the owner/agent's permission to keep pet/pet(s) at the property based on the below details and conditions:

Details of Pet(s)			
Туре:	Breed:		
Colour:	Age:		
Pet's Name(s):	Pet's Name(s):		

If approved, the approved pet or pet(s) are only those referred to above. No other pet is approved. Tenant(s)(s) must contact their Property Wealth Manager if circumstances change.

This Application is made on the understanding that the conditions outlined below are to be adhered to should the application be successful.

- 1. The Tenant(s) must be a responsible pet owner, showing due care to the Pet, cleanliness of the Property and the amenity of the neighbourhood.
- 2. If the Premises are part of a strata scheme and the Strata Owners resolve that pets cannot be kept on the strata lot comprising the Premises then the Tenant(s) will remove the Pet from the Premises.
- 3. If the Tenant(s) breaches these conditions and fails to remedy any breach within 14 days after written notice of breach has been given then the Tenant(s) must immediately remove the Pet from the Premises.
- 4. Failure to remedy a breach may result in the termination of the tenancy agreement.
- 5. The Tenant(s) agrees to abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations. Upon moving in the approved pet (dog) must be registered with the local council.
- 6. Any additional pets to the Pet must be approved by the Owner/Owners Agent in writing, and if approved, will be subject to these conditions.
- 7. The Owner/Owners Agent and Tenant(s) agree that the Pet must:
 - a. be kept clean, quiet and controlled at all times,
 - b. be free from parasites and disease,
 - c. be domesticated,
 - d. be toilet trained,
 - e. not disturb neighbours, other Tenant(s)s or other pets,
 - f. if the pet is a cat, be kept indoors at night,
 - g. if the pet is a dog they are to be kept outside at all times (unless otherwise agreed by owner/agent in writing),
 - h. receive appropriate veterinary care where required,
 - i. be under control or on a lead when passing through any common property, so that the Pet does not disturb other Tenant(s)s, their visitors or other pets.
- 8. The Tenant(s) is responsible for keeping all areas where the Pet is housed and fed, clean, fresh, safe and free from parasites.
- 9. The Tenant(s) must promptly pick up and dispose of all faeces (pet droppings) in an appropriate bag and placed in a rubbish bin and wash away urine from outdoor areas as required.
- 10. The Tenant(s) must report to the agent within 3 working days any damage caused by the having the Pet(s) at the property.
- 11. The Tenant(s) must arrange repairs or authorise agent to arrange repairs at Tenant(s)(s) expense within 7 days of occurrence.
- 12. The Tenant(s) is liable for any damage or injury caused by the Pet to the Premises and will pay the Owner for any costs or expenses incurred by the Owner as a result of damage or injury to any person or property. Damage includes destruction to garden, lawn, reticulation and courtyard areas.
- 13. In the event of any damage caused to the fences either by storm damage, neighbouring property etc, the tenant agrees to find other accommodation for the pet until the fences are repaired. It is understood that at times it can take months to repair due to fencing materials supplies/contractors and insurance companies delays.

Executed by the Tenant(s) (if a corporation, the Tenant(s) executes this document pursuant to its constitution and the Corporations Act)

Applicant's Signature

Date
