



APPLICATION TO RENT RESIDENTIAL PREMISES

Completed and signed Application form may be submitted to our office via:

- 1) Handing in to: Shop 4/53 Davidson Terrace
Joondalup WA 6027 (Entrance on Boas Avenue)
- 2) Email: admin@benchmarkpm.com.au
- 3) Phone: (08) 9301 1111

To enable your application to be processed, please ensure completion of the following:
Valid documents are attached for each applicant:

- ☐ Copy of Passport OR Driver's license
 - ☐ Copy of Immigration Visa for non-citizens
 - ☐ Copy of proof of employment (payslips or bank statement or Notice of Assessment if self-employed)
 - ☐ 3x documents with proof of current address (utilities, car registration, etc. dated within 3 months)
 - ☐ Copy of recent bank statements
 - ☐ Copies of tenant ledgers from previous tenancies if applicable
 - ☐ Full details and information on all applicant/s to be completed.
 - ☐ All applicants must initial and sign the form where necessary
- Applicants agree to take the premises as inspected, without alterations or extras provided by the owners unless previously agreed to in writing by all parties.
 - All applications will be discussed with the Owner of the property for their final decision and reasons for an unsuccessful application will not be given.
 - Should your Application be approved, an appointment will be made with you to sign the relevant documents **within 48 hours**. Please allow for 1 hour for this appointment. Balance of monies owing (4x weekly rent as bond and 2x weeks rent = 6 x weeks rent) must be paid at this time and **payment must be made by bank cheque, EFTPOS or credit card** (1.28% charge applies for credit card or VISA debit). Without exception, no personal or business cheques will be accepted.

Application Details:

Property Address: _____

Weekly Rent: _____

Lease start date: _____

Lease duration: _____

Number of Occupants: Adults _____ Children _____ Ages _____

Pets: NO / YES :

Type of Pet: _____ Breed _____ Sex _____ Number _____ Ages _____

Type of Pet: _____ Breed _____ Sex _____ Number _____ Ages _____

APPLICATION TO RENT RESIDENTIAL PREMISES

RESIDENTIAL TENANCIES ACT 1987 (WA)

APPLICANT ONE

Name: _____ Date of birth ____/____/____

Phone Home: _____ Phone work: _____

Phone Mobile: _____ Email address: _____

Vehicle Type: _____ Registration No _____

RENTAL HISTORY/OWNER HISTORY

Current Address: _____

Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____

Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)

Reason for Leaving: _____

Were there any Bond Deductions? If So what? _____

Previous Address: _____

Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____

Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)

Reason for Leaving: _____

Were there any Bond Deductions? If So what? _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____

Employer's address: _____

Employed from ____/____/____ to ____/____/____

Contact name: _____ Phone: _____

Net income \$ _____ per week ☐ fortnight ☐ month ☐

Net weekly income from other sources \$ _____ per week ☐ fortnight ☐ month ☐ Source: _____

PERSONAL REFERENCES (Please do not include relative or employer)

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

3. NEXT OF KIN

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

APPLICANT TWO

Name: _____ Date of birth ____/____/____
Phone Home: _____ Phone work: _____
Phone Mobile: _____ Email address: _____
Vehicle Type: _____ Registration No. _____

RENTAL HISTORY/OWNER HISTORY

Current Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

Previous Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____
Employer's address: _____
Employed from ____/____/____ to ____/____/____
Contact name: _____ Phone: _____
Net income \$ _____ per week ☐ fortnight ☐ month ☐
Net weekly income from other sources \$ _____ per week ☐ fortnight ☐ month ☐ Source: _____

PERSONAL REFERENCES (Please do not include relative or employer)

4. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____
5. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____

6. NEXT OF KIN

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

APPLICANT THREE

Name: _____ Date of birth ____/____/____
Phone Home: _____ Phone work: _____
Phone Mobile: _____ Email address: _____
Vehicle Type: _____ Registration No _____

RENTAL HISTORY/OWNER HISTORY

Current Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

Previous Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____
Employer's address: _____
Employed from ____/____/____ to ____/____/____
Contact name: _____ Phone: _____
Net income \$ _____ per week ☐ fortnight ☐ month ☐
Net weekly income from other sources \$ _____ per week ☐ fortnight ☐ month ☐ Source: _____

PERSONAL REFERENCES (Please do not include relative or employer)

7. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____
8. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____

9. NEXT OF KIN

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

APPLICANT FOUR

Name: _____ Date of birth ____/____/____
Phone Home: _____ Phone work: _____
Phone Mobile: _____ Email address: _____
Vehicle Type: _____ Registration No _____

RENTAL HISTORY/OWNER HISTORY

Current Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

Previous Address: _____
Rent paid \$ _____ per week Period Rented: From: _____ Date to: _____
Rent paid to: _____ Contact number: _____
(Property manager or lessor's name)
Reason for Leaving: _____
Were there any Bond Deductions? If So what? _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____
Employer's address: _____
Employed from ____/____/____ to ____/____/____
Contact name: _____ Phone: _____
Net income \$ _____ per week ☐ fortnight ☐ month ☐
Net weekly income from other sources \$ _____ per week ☐ fortnight ☐ month ☐ Source: _____

PERSONAL REFERENCES (Please do not include relative or employer)

10. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____
11. Name: _____ Relationship to applicant: _____
Contact phone: _____ Address: _____

12. NEXT OF KIN

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____
Phone home: _____ Phone work: _____ Phone mobile: _____
Address: _____

APPLICANTS DECLARATION

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the Owner I agree to enter into a Residential Tenancy Agreement.

I acknowledge that this application is subject to the approval of the Owner.

I declare that all information contained in this application is true and correct and given of my own free will.

I declare that I am not bankrupt.

I have physically inspected the premises.

I acknowledge that this application is subject to vacant possession being granted by the current occupant of the premises; the lease is signed by the applicant; and all monies due are paid prior to occupation of the premises.

I authorise the Agent to obtain personal information about me from:

- a) The Owner / Agent of my current or previous residence.
- b) The personal and business referees as supplied in this application.
- c) My current and past employees.
- d) Any person who maintains any record, listing or database of defaults by Tenants.

I further authorise and consent to each of those persons providing requested personal information about me to the Agent.

If I default under the rental agreement, I agree that the Agent may disclose details of any such default to a tenant default database, and to Agents/Owners of properties I may apply to rent in the future.

I am aware that the Agent will use and disclose my personal information in order to;

- a) Communicate with the Owner and select a tenant.
- b) Prepare Lease / Tenancy documents.
- c) Allow trades people or equivalent agencies to contact me.
- d) Lodge/Claim/Transfer to/from the Bond Administrator.
- e) Refer to Courts and Statutory Authorities (where applicable).
- f) Refer to collection agents/lawyers (where applicable).

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me Lease/Tenancy of the premises.

I am aware that I may access my personal information by contacting Benchmark on (08) 9301 1111.

Application One:

Name: _____ Signature: _____ Date: _____

Applicant Two:

Name: _____ Signature: _____ Date: _____

Applicant Three:

Name: _____ Signature: _____ Date: _____

Applicant Four :

Name: _____ Signature: _____ Date: _____

connectnow.

Moving Home Service

connectnow is dedicated to helping you move home more easily. We can connect your utilities including electricity, gas, phone, internet and pay TV to a broad choice of leading providers. We can also organise your disconnections and offer a range of additional services, such as cleaning and food services, removalists and vehicle hire.

What's more, you don't pay any additional charges to utilise the connectnow service.

☐

YES I accept the Terms. Please call me to connect my new home services

Signature: _____ Date: _____

PRIVACY CONSENT AND TERMS: By signing this form you consent and agree to the following: Connect Now Pty Ltd (ABN 79 097 398 662) ("connectnow") will collect, use and disclose your personal information to contact you (including electronically) about providing moving, connection and disconnection services and to inform you about products and services offered by its related companies and third party suppliers. These other companies may also use your details to contact you directly about their products and services. See connectnow's Privacy Policy for further details, including your rights to access and correct the information held about you at connectnow.com.au. Third party service providers (who may transfer your data overseas) may have their own Privacy Policy, which you can request from them. You consent to connectnow continuing to market to you unless you opt out, including by emailing privacy@connectnow.com.au. To the extent permitted by law, connectnow is not responsible or liable for delayed or failed connections or the service providers' connection charges, which you must pay to them directly. Connectnow may be paid a fee by service providers and may pay a fee to real estate agents relating to services provided to you. If you nominate an alternative contact person on this application, you authorise them to act on your behalf to arrange moving, connection and disconnection services, including accepting third party terms. You warrant that you are authorised to make this application on behalf of all applicants and alternative contact persons listed and that each person has consented and agreed to the handling of their personal information on the same terms as you have.

FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and the tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*.

HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

additional terms:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

1.1 The parties agree that there will be no binding agreement to the lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:

- (a) By no later than 4.00 pm on or such later time as agreed to by the lessor's property manager:

[*strike out whatever subparagraphs do not apply]

- (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in the lease;
- (ii)* any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and
- (iii)* any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A: and

- (b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Agreement Act 1987 agreement to lease do not have to be in writing may be entered verbally or by conduct. This clause I does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into 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.

2. THE TENANT'S OBLIGATIONS

- Rent**
- 2.1 The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.
 - 2.2 The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

Renegotiated Fixed [Delete if inapplicable – to be used when a new lease is entered (the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

Term Lease (section 31B of the Act) 2.3

Rent reviews 2.4 If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review]

months using the following Method of Rent Review [insert method A, B, C, or D as defined below] If this lease is a fixed term tenancy agreement, then the rent will

be increased on the following dates on the following dates in the following manner:

The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred below.

Note: Any increase in rent must be no sooner than 6 months after the Commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	Date	Up to 10%	
Method of Rent Review	Date		
Method of Rent Review	Date		
Method of Rent Review	Date		

Insert **A**, **B**, **C**, or **D** for the Method of Rent Review.

- A. fixed increase of per week \$
- B. Consumer Price Index (Perth All Groups) ("CPI")
- C. increase of % the rent payable on the day immediately prior to the Review
- D. Other Method:

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

CPI rent = $R \times (C/P)$

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

- 2.5 If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and after that 30 day period, a sum being *[or insert a \$ Up to 10% method of calculating rent] (Increased Rent)*.

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the

Tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increase Rent must be no sooner than 6 months after the last rent increase.

Pets	<p>2.6 The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.</p> <p>2.7 The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002 – Dogo Argentine (Argentinian Fighting Dog). Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without The prior written consent of the Lessor.</p>
Pet Security Bon	<p>2.8 If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term “pet” does not include a guide dog as defined in section 3 (1 of the <i>Dog Act</i>, 1976).</p>
Smoking	<p>2.9 Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.</p>
Services	<p>2.10 The tenant must notify the electricity and gas utilities (if applicable) of the tenant’s occupation of the premises.</p>
Telephone	<p>2.11 The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communication lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.</p> <p>If at the end of the residential tenancy the lessor requests the cabling and/or the communications line to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor’s consent, those items become the property of the lessor.</p>
Strata Company	<p>2.12 The tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.</p>
Tenant to Keep	<p>2.13 In accordance with the tenant’s obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.</p>
Premises Clean	<p>2.14 The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant’s activities or lack of cleanliness.</p>
Chattels	<p>2.15 Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).</p>

Smoke alarms and RCDs 2.16 The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of the fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.

RCDs

Light Globes 2.17 The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.

Gardens 2.18 The tenant must attend to the garden, lawns, lawn edges, shrubs and trees, so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees, or shrubs.

Swimming Pool 2.19 If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.

Spa

If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.

Damage or Disrepair

2.20 The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window a kitchen cupboard door falling off a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.

2.21 The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to the cost of repairing any damage that is caused by, or is attributable to an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 or Part B.

Excess on Insurance 2.22.

2.22.1 If the lessor elects to claim on the lessor's insurance of any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.

2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

- 2.22.3 This clause does not limit the liability of the tenant for acts of negligence. Other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.

Alterations to the Premises

- 2.23 Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

Objectionable Behavior

- 2.24 The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.

Water beds, Aquarium, Swimming Pool, Spa

- 2.25 The tenant must not without the lessor's consent install any water bed aquarium, swimming pool or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.

Laundry

- 2.26 The tenant must not hang or display any laundry or other articles on any balcony or veranda.

Indemnify the Lessor

- 2.27 The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of:
- 2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor;
 - 2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or
 - 2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
- arising from any breach of clauses 18 and/or 10 of Part B of this residential tenancy agreement.

Inspections

- 2.28 Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.

Keys and Electronic Keys

- 2.29 Subject to the provisions of section 45 of the Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises.
- 2.30 Should the tenant require an additional set(s) of the Keys or the existing set to be recorded (due to the fault of the tenant), then any cost associated with an additional set(s) or recording will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys.
- 2.31 Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises.

Granting of a License (Airbnb)

- 2.32 The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
- 2.33 The tenant must not:
- (a) grant any license or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or
 - (b) advertise or list the premises on any internet or other site for a license or right to reside or stay at the premises.

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e “BREAK LEASE”)

- 3.1 If the tenant:
- (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a “break lease”); or
 - (b) the tenant otherwise breaches the lease and/or does not comply with the tenant’s obligations under this lease,
- then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant’s breach. The lessor must Endeavor to reasonably mitigate the lessor’s damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy

- 4.1 If at the commencement of the lease of the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
- 4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.

Movement of Chattels

- 4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other item described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.

Cleaning of Carpets

- 4.4 As part of the tenant’s obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant’s expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires. The lessor must Endeavor to reasonably mitigate the lessor’s damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of the lease is invalid, unenforceable or illegal, then that provision may be served and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
 "Keys" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
 "Inventory" means all list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the **"lessor"** doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT , 1988 AUSTRALIAN PRIVACY PRINSIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situation where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its service as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

Additional terms

1) Breaking the Lease:

The tenant is made aware that should they wish to break the lease they are responsible for the upkeep of the property until it is re-let to an applicant approved by the Agent and/or Lessor AND reimbursing the Lessor for cost, including but not limited to:

- a) Rent and outgoings until the property is re-let
- b) General upkeep of the property (lawn mowing, gardening, etc) at cost until the property is re-let
- c) Reimbursing the Lessor for i) the unexpired portion of the leasing fee (this is calculated as ~3 weeks rent plus GST divided by 365 days, multiplied by the remaining days left to the lease expiry), ii) advertising costs, iii) tenant enquiry fees, iv) tenant information pack fee, v) final bond inspection fee, vi) property condition report update fee, vii) the difference in rent up to the lease expiry should the rent be reduce to re-let.

2) Call out fee:

The tenant agrees to pay an \$80 call out fee should Benchmark provide any after-hour call out service including but not limited to assisting the tenant(s) to gain access to the premises.

3) Special Water Meter Reading:

At the end of the lease, a special water meter reading may be requested from the Water Corporation. The service fee associated with this reading will be on-charged to the Tenant.

4) Carpet & Furniture Cleaning:

Carpet floor coverings and any upholstered furniture (sofas, mattresses, etc) are to be professionally cleaned at least one time in each 12 month period of occupancy and after vacation. The receipt for professional cleaning is to be forwarded to the agent.

5) Furnished properties:

Tenants are responsible for providing NEW mattress covers for each mattress and new pillow covers for each pillow at the end of the tenancy. Any item of a set that is broken, damaged, or missing must be replaced. If the same item is not available then a new complete set must be provided.

6) Protection of Floors:

The tenant agrees to place felt padding under the legs of all furniture that comes in contact with any hard floor surfaces throughout property. This MUST be done immediately upon taking possession and is at the Tenant's cost. Tenant will be responsible for cost to repair/remedy all damage. Tenant is made aware that no steam mop should be used on timber or laminate floors nor excess water and chemicals used when mopping as this is likely to cause damage. Tenant acknowledges that any furniture placed on carpeted areas must have carpet squares/protection under legs due to timber stain/colour possibly sleeping onto carpet.

7) Reticulation / Lawns & Gardens:

The tenant is aware and accepts it is their responsibility to water and maintain the lawn, gardens, and sprinklers, and pipes including the verge area where applicable. Should there be reticulation at the property, the Tenant is aware that they are responsible for the general upkeep of the system i.e. keeping sprinkles free from sand, grass and debris. Any sprinkles that are broken during the tenancy are the Tenant's cost and responsibility to replace. Should at any time the system be dysfunctional or not cover all areas, it is the Tenant's responsibility to hand water. Should a lawn mowing and/or gardening service be included in the rent, the Tenant is still responsible for all maintenance stated at items 2.21, 2.23, 2.24 including watering, fertilizing, weeding, pruning, treating, and cleaning sprinkle heads.

8) Paintwork:

The tenant agrees that if they have chipped or damaged any paintwork at the premises, they must repair the damage and paint the entire wall matching the existing paintwork.

9) General Maintenance & Hygiene/Cleanliness:

The Tenant agrees to:

- a) Remove oil or grease marks from driveway, porches, and carport/garage, floors BEFORE each inspection
- b) Sweep/clean the flue of any slow combustion heater or fireplace used during occupancy of the premises
- c) Remove spider cobwebs from under eaves, window frames, downpipes, gutters, patios and pergolas, as well as from any internal cornices, ceiling, walls, etc.
- d) Clean both sides of window panes, sills, fly wire/screen, light fittings, doors, door tracks, (including sliding wardrobe doors), skirting boards, and architraves free of dust, dirt, grease, grit, cobwebs and insect remnants
- e) Engage and incur the cost of a professional window cleaner to clean interior and exterior of all household windows, glazing, fly wire screens, tracks, and sills at least one time in each 12 month period of occupancy and after vacating the property.
- f) Vacuum and clean curtains and fitting on a regular basis

10) Swimming Pool and/or Spa:

a) If there is a swimming pool or spa on the property, It is to be maintained on a regular basis i.e. floors, walls, steps and filters cleaned and water chemically balanced. Should the tenants require assistance in this area, or at the agents discretion a professional pool cleaner is to be engaged and retained by the Tenants to regularly monitor, service, clean the pool and attend to the proper balancing of chemicals.

b) Should a pool service be included in the rent, the Tenant will be billed for all chemicals required throughout the tenancy.

c) Where a regular pool service is organised by the Lessor/Agent, the Tenants are still responsible for the maintenance between services as per Item 2.19.

d) Upon vacating, a receipt for the below dated within 3 days prior to lease expiry, is to be provided to Agent upon returning keys on the lease expiry: i) A receipt of professional pool service, ii) written report on its condition, iii) and noting supply of chemicals equivalent to that supplied at commencement of tenancy.

e) Should the Tenant be required to vacate early, break their lease agreement, or be away from the property the Tenant agrees to engage and bear the cost of a professional pool service to ensure the above conditions are met.

11) Ventilation:

The Tenant agrees to sufficiently ventilate, especially bathrooms and laundry, to avoid moisture damage. Any cleaning or damage rectification required due to lack of ventilation will be a Tenant cost and responsibility to rectify.

12) Invoices:

Invoice are to be paid promptly to our office within 14 days. Payment may be made via BPay using the same BPay details as for rental payments.

13) Repair/Maintenance reporting:

All reporting/requests, for maintenance or repairs are to be put in writing via email to the Property Manager. Should the tenant request a maintenance or repair for which no fault is found, the Tenant agrees to pay the associated cost.

14) All pets are to remain outside at all times, unless otherwise agreed and written in to the lease agreement.

15) Tenants are made aware and agree to clean a) any stainless steel appliances e.g. hotplate, oven, dishwasher, range hoods, etc only with reputable stainless steel cleaning products; and b) marble, stone or granite with reputable cleaning products designed for such surfaces and further agree that at no time are they to use any scourers or abrasive products that may cause any kind of damage in the home.

16) Agent will take no responsibility for mail once a Tenant vacates, it is the Tenants responsibility to organise mail redirection.

17) The Tenant will be responsible for the cost of repairs and/or replacement of vertical blind components including blades, weights, chains, etc if damaged by Tenant, Tenant pets or their guests. The Tenant must also have the vertical blinds professionally cleaned if they are stained.

18) The Tenant will be responsible for the cost of repairs and/or replacement of damaged/buckled security screens and replace all fly wire if there are catches/rips or tears with like for like. The Tenant will not be responsible for damage resulting from a break that has been reported to Police with a Police Report Number being issued and provided to the Agent within 2 working days.

19) Tenants agree to maintain garage remote/air con remotes/doorbell etc and ensure live batteries are in place at all times. Tenant agrees to notify immediately if any smoke alarm/detector or RCD appears to require maintenance/repair. Should a tenant tamper with any smoke alarm/detector or RCD or cause damage, they will be liable for the cost of repair.

20) A Tenant is not permitted to run a business from the premises without the Lessors permission, council approval and correct and adequate insurances in place with copies of all noted documents to be provided to the Agent. It is at the Lessors discretion to allow a business to be run from their premises. Failure to comply with the above will be deemed a breach of the Tenancy Agreement.

21) The Tenants acknowledge that they must arrange their own contents insurance if they want their belongings insured. The property owners building/contents insurance does not cover Tenant possessions under any circumstances.