

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 \$260) and the initial Rent payment (which can be 2 weeks rent in advance).

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

Summary of what will happen if You apply to enter into a Residential Tenancy Agreement with the Lessor

Your action if You wish to apply for the Residential Tenancy Agreement:	<ol style="list-style-type: none">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:	<ol style="list-style-type: none">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:	<ol style="list-style-type: none">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:	<ol style="list-style-type: none">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:

FROM: Proposed Tenants' Names:

TO: The Property Manager:

Agency Name: CLR WA Pty Ltd - T/A Laurence Realty North

Address: 4/36 Anchorage Drive, Mindarie, WA, 6030

Telephone: Business: 9407 9971

Facsimile: 9407 9972

E-mail: info@laurencerealty.com.au

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

1. Premises
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 | \$ | <input type="text"/> |
| (b) Pet bond (if applicable) | \$ | <input type="text"/> |
| (c) First two weeks rent | \$ | <input type="text"/> |
| (d) Less Option Fee (if paid) | \$ | <input type="text"/> |
| (e) Total | \$ | <input type="text"/> |

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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 Number Age
Type of Pet Breed Number Age
9. Do You intend 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):
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
 - 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 if the Application is successful 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), 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.

Initials

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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

Your Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	(SURNAME)	(FIRST NAME)	(MIDDLE NAME)
Present Address	<input type="text"/>		
Phone No Work	<input type="text"/>	Phone No Home	<input type="text"/>
Mobile	<input type="text"/>	Email	<input type="text"/>
Date of Birth	<input type="text"/>	Australian Citizen	<input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	<input type="text"/>	State	<input type="text"/>	Passport No	<input type="text"/>
Other ID	<input type="text"/>		<input type="text"/>		
Proof of Identification (licence number/bankcard etc)	<input type="text"/>				
Vehicle Type & Registration No	<input type="text"/>				
Anything else to support Your Application	<input type="text"/>				

Smoker ☐ Yes ☐ No

Personal References	a)	<input type="text"/>	<input type="text"/>
		NAME	TELEPHONE
	b)	<input type="text"/>	<input type="text"/>
		NAME	TELEPHONE

(i)	Name of current lessor or managing agent to whom rent is paid	<input type="text"/>		
	Address	<input type="text"/>	Phone No	<input type="text"/>
	Rental Paid \$	<input type="text"/>	Period Rented From	<input type="text"/>
			To	<input type="text"/>
	Reason for leaving	<input type="text"/>		
(ii)	Previous address of Applicant	<input type="text"/>		
	Name of previous lessor or managing agent to whom rent was paid	<input type="text"/>		
	Address	<input type="text"/>	Phone No	<input type="text"/>
	Rental Paid \$	<input type="text"/>	Period Rented From	<input type="text"/>
			To	<input type="text"/>
	Reason for leaving	<input type="text"/>		

(iii)	Occupation:	<input type="text"/>	(Note: Your Employer may be contacted to verify employment)	
	Employer	<input type="text"/>	Period of Employment	<input type="text"/>
	Phone No	<input type="text"/>	Wage \$	<input type="text"/>
	If less than 12 months, name and address of previous employer			
	<input type="text"/>			
	Explanation if no employment: <input type="text"/>			

(iv)	Next of Kin (Note: These people may be contacted to verify particulars)			
	First Next of Kin	<input type="text"/>	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS	TELEPHONE
	Second Next of Kin	<input type="text"/>	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS	TELEPHONE
	Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]			
	First Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS	TELEPHONE
	Second Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS	TELEPHONE

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YOUR (Second Person's) PARTICULARS

Your Name (SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Australian Citizen ☐ Yes ☐ No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

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

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Period of Employment

Phone No 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 ADDRESS TELEPHONE

Second Next of Kin NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME ADDRESS TELEPHONE

Second Contact NAME ADDRESS TELEPHONE

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YOUR (Third Person's) PARTICULARS

Your Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	(SURNAME)	(FIRST NAME)	(MIDDLE NAME)
Present Address	<input type="text"/>		
Phone No Work	<input type="text"/>	Phone No Home	<input type="text"/>
Mobile	<input type="text"/>	Email	<input type="text"/>
Date of Birth	<input type="text"/>	Australian Citizen	<input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	<input type="text"/>	State	<input type="text"/>	Passport No	<input type="text"/>
Other ID	<input type="text"/>		<input type="text"/>		
Proof of Identification (licence number/bankcard etc)	<input type="text"/>				
Vehicle Type & Registration No	<input type="text"/>				
Anything else to support Your Application	<input type="text"/>				

Smoker ☐ Yes ☐ No

Personal References	a)	<input type="text"/>	<input type="text"/>
		NAME	TELEPHONE
	b)	<input type="text"/>	<input type="text"/>
		NAME	TELEPHONE

(i)	Name of current lessor or managing agent to whom rent is paid	<input type="text"/>		
	Address	<input type="text"/>	Phone No	<input type="text"/>
	Rental Paid \$	<input type="text"/>	Period Rented From	<input type="text"/>
			To	<input type="text"/>
	Reason for leaving	<input type="text"/>		
(ii)	Previous address of Applicant	<input type="text"/>		
	Name of previous lessor or managing agent to whom rent was paid	<input type="text"/>		
	Address	<input type="text"/>	Phone No	<input type="text"/>
	Rental Paid \$	<input type="text"/>	Period Rented From	<input type="text"/>
			To	<input type="text"/>
	Reason for leaving	<input type="text"/>		

(iii)	Occupation:	<input type="text"/>	(Note: Your Employer may be contacted to verify employment)	
	Employer	<input type="text"/>	Period of Employment	<input type="text"/>
	Phone No	<input type="text"/>	Wage \$	<input type="text"/>
	If less than 12 months, name and address of previous employer			
	<input type="text"/>			
	Explanation if no employment: <input type="text"/>			

(iv)	Next of Kin (Note: These people may be contacted to verify particulars)		
	First Next of Kin	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS
			TELEPHONE
	Second Next of Kin	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS
			TELEPHONE
	Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]		
	First Contact	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS
			TELEPHONE
	Second Contact	<input type="text"/>	<input type="text"/>
		NAME	ADDRESS
			TELEPHONE

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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 / /

ANNEXURE 'A'

Special Conditions to Form Part of the Tenancy Agreement

1. Tenants acknowledge they must arrange their own contents insurance. The Owner's building/contents insurance does not cover their possessions under any circumstance.
2. Tenant is aware the property is inspected six weeks after occupation, then every three months. Inspections occur Monday to Friday during business hours only. Tenants agree to make access available to the Property Manager. Should a reinspection be required due to untidiness, uncleanliness, lack of garden maintenance or a breach of any condition of the Tenancy Agreement, a Breach Notice or Termination Notice may be issued and a re-inspection may occur at the tenant's expense. Tenants acknowledge & accept photos form part of the inspection report. A copy of inspection report/photos will be provided to you.
3. Tenants have been made aware this Agency has a zero tolerance rent arrears policy. Rent **MUST** be paid before the due date and **1week in advance at all times**. A Form 1B Termination Notice or Form 1A Breach Notice will be issued on the third day the rent is in arrears. Tenants are further aware they may be registered on both National and International defaulting tenant databases which may result in it being very difficult to be placed in any future rental property should their tenancy be terminated.
4. Tenants are made aware and agree to clean any stainless steel appliances e.g: hotplate, oven, dishwasher, range hoods etc only with reputable stainless steel cleaning products and further agree that at no time are they to use any scourers or abrasive products that may cause any kind of damage to stainless steel in the home. The tenant's failure to undertake this will result in the tenants being held responsible for the cost to remedy or replace said item within 7 days of being presented with an invoice.
5. Tenants acknowledge the rent payable under this Residential Tenancy Agreement may be increased by the Owner/Agent by notice in writing to the Tenant specifying the amount of the increased rent and the day as from which the increased rent becomes payable, being a day A) not less than 60 days after the day on which the notice is given; and B) not less than 6 months after the day on which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last so increased.
6. As per Section 49 of the Residential Tenancies Act, the Tenant shall not assign his interest under the Agreement or sub-let the premises without the PRIOR written consent of the Owner. Any other party will be required to complete a Tenancy Application Form & obtain Owners permission to occupy premises.
7. Tenants acknowledge they will be responsible for any excess on any insurance claim that has arisen from their action or an action of their visitor or any action associated to the Tenants. Tenant will be invoiced for excess with payment required in full within seven days.
8. Where a property has wooden floor boards or laminate floors, the tenant agrees to ensure that felt strips/padding/carpet squares will be placed beneath all furniture at all times. Tenants are responsible for cost to repair/remedy any & all damage. Tenants are made aware that no steam mop should be used on timber or laminate floors nor excess water used when mopping as this is likely to cause damage. Tenants acknowledge that any imported furniture placed on carpeted areas must have carpet squares/protection under legs due to timber stain/colour possibly seeping onto carpet.
9. Should tenants lock themselves out of the property within office hours, the office may be able to provide tenant with a key to gain access to the premises. If so, tenant may request to collect the office key once a \$50 refundable deposit has been paid along with their identification. The key

must be immediately returned to the office and the tenant's \$50 deposit and identification will be returned to tenant. Should tenant lock themselves out of the property after hours, it is the tenant's responsibility to contact a locksmith to gain access. Should any new keys be issued the tenant **MUST** within 1 working day provide a copy of such key(s) to the Agent. If not supplied, Agent WILL arrange for a Locksmith to replace any lock(s) & issue new key(s) at the tenant's expense.

10. Tenants acknowledge they are responsible for all water consumed at the premises & they will pay in full all invoices for such within 10 days of issue. Tenant agrees to pay the applicable Water Corporation charge for the reading of the water meter at the end of the Tenancy. Should the outstanding invoice not be paid in full by the due date the payment will be taken from your next available rent payment, potentially placing your rent in arrears and a Notice being issued.
11. As per Section 2.25 of this Residential Tenancy Agreement, the tenant agrees to maintain the gardens, lawns, lawn edges, hedges, shrubs & trees in the same condition as at the commencement of this Lease as evidenced by the Property Condition Report, to water & fertilise regularly & adequately, to keep all grounds clean, tidy & free from rubbish & flower beds & lawns free of weeds, grass runners & not remove or cut down any plants, trees or shrubs without Owners permission. If Tenant is issued a Breach Notice for failure to maintain lawns & gardens & tenant does not remedy Breach, the tenant acknowledges & accepts that Agent may undertake contractors to make good at the tenants expense. Tenant agrees to pay in full to Agent any subsequent invoice within 7 days.
12. The tenant acknowledges at the time of vacating the property and returning the keys to the Agent, that the tenant is confident that the property is returned to the Agent in no less condition than stated on the Property Condition Report, fair wear & tear excepted. The Tenant acknowledges that upon vacating a Final Bond Inspection will be conducted by the Agent. If the condition of the property does not agree with the Property Condition Report, the Tenant acknowledges & accepts that the cost for contractors to undertake work to bring property in line with the Property Condition Report will be automatically deducted from their Bond. The tenant agrees to abide by the Vacating Tenant Cleaning Checklist which is issued to them once Tenant's notice to vacate is received.
13. Vehicles of any sort are not to be parked on lawns, gardens, verge, service bays or unmarked areas. The Tenant acknowledges they are responsible for the cost of towing or restoration should damage occur to the property. No unregistered vehicles are to be parked at the property at any time.
14. Tenants will be liable for all and any bank charges associated with dishonoured cheques including Agent refusing to accept cheques in the future.
15. The Tenant acknowledges that no smoking is permitted inside the property at anytime and accepts responsibility for ensuring all visitors comply with same. Should damage of any kind occur due to Tenants or their visitors smoking in property, the Tenant acknowledges they are responsible for the full cost to remedy including deodorising or replacement of curtains/carpets etc that deodorising cannot remove the smell of smoke from. Tenants further acknowledge that no cigarette butts are to be left anywhere in the garden beds, lawn or property & no butts are to be stamped out on any paving, slabs, cement hardstand etc. Tenants will be responsible for full cost to remove/replace butts, clean paving/slabs etc.
16. Tenants have been made aware that should the property currently have reverse cycle air conditioning & it ceases to operate or function properly; then the owner may opt to repair/replace with cooling only function/unit if a gas bayonet is available for use at the property. The tenants accept that the owner may not replace with same.
17. Tenants accept they will be responsible for the full cost to repair/replace any property/chattel damaged by Tenant or their guests from the burning of candles &/or smoke damage, including removal of candle wax left on paving or replacement of pavers, painting etc.
18. Indoor plants are not to be placed on carpeted areas unless placed on water catchment trays. Tenant acknowledges they are responsible for the cost to repair or replace any damaged floor covering due to watering plants indoors.
19. The reticulation fittings, including sprinklers and piping is to be maintained by the Tenant & kept in good working order. Reticulation (if supplied) is to be run no less than once a week throughout winter to ensure the pipes and sprayers etc do not become blocked. Should pipes/sprayers become blocked due to Tenant's failure to run minimum of once a week all year round, full cost to repair will

be borne by Tenant. Tenant is made aware they are to water as per their water days as per Water Corporation. Failure to comply with Water Corporation water restrictions may incur a fine which the Tenant will be responsible for. If the property has a bore, the pump must be operated at least once a week even during winter months so that the pump does not seize. Failure to comply will constitute a breach of this Agreement. Upon vacating Tenant must supply to the Agent at the time of handing in the property keys a report of the reticulation system showing the reticulation is in good working order. Failure to supply report will result in the Agent organising report through their nominated contractor with any repair or report cost coming out of the Tenants bond.

20. Tenant acknowledges the Owner will change all and any locks at the property including shed/garages etc that keys/swipe cards/remotes are not returned for at the expiration of the Tenancy with all associated costs being borne by the Tenant. Tenant further acknowledges they will make good all repairs to locks and latches resulting from damage not classed as fair wear and tear, including the removal of broken keys from locks.
21. The Tenant will be responsible for the cost of repairs and replacement of vertical blind components including blades, weights, chains etc if damaged by Tenant, Tenants pets or their guests. The Tenant must also have the vertical blinds professionally cleaned if they are stained by the Tenant, Tenants pets or their guests.
22. The Tenant will be responsible for the cost of repairs and/or replacement of damaged/buckled security screens/flyscreens and replace all flywire if there are catches/rips or tears. The Tenants will not be held responsible for damage resulting from a break in that has been reported to Police with a Police Report Number being issued and provided to Agent within 2 working days.
23. It is Tenant's responsibility to keep clean where applicable any filters to i.e. air conditioning wall units; range hood's & exhaust fans within the property. At no time is a Tenant or their guests allowed to climb onto the roof/pergola/patio/garage/shed etc.
24. Carpets throughout the premises are to be professionally cleaned by a reputable carpet cleaning company, to the Owners &/or Agents satisfaction at Tenant's expense upon vacation of property. A receipt must be provided to the Agent upon return of property keys.
25. Agent will take no responsibility for mail once a tenant vacates. It is the Tenant's responsibility to organise the appropriate mail redirection.
26. The Tenant agrees to regularly air the dwelling to ensure mildew does not appear. Should mildew appear it is the Tenant's responsibility to remedy at the Tenants expense.
27. Any Tenants under this Agreement shall notify in writing the Agent within fourteen days of any change of their employment as per Section 53 (2) of The Residential Tenancy Act. Penalty \$100. Any change in contact phone number must be provided to the Agent.
28. Tenant is aware that if the Owner has allowed them to keep a pet at the property under NO circumstances are they allowed inside the dwelling. If pet causes any damage to property, Tenants must rectify damage immediately to a professional standard at the Tenant's expense. A pet bond of ~~\$260~~ is payable at the time of signing this Lease. Visitor's pets are not permitted at the property at anytime. Tenants agree to regularly remove ALL faeces from property & ensure properly disposed of. Failure to do so will result in Agent's nominated contractor carrying out the removal at the Tenants expense. Tenant is to treat pets for flea infestation on a regular basis. The Tenant acknowledges that the pet bond of ~~\$260~~ can be used by Agent for the property and/or dwelling to be sprayed for fleas.
29. Tenants are aware the vacating rent and accounts/invoices must be paid in full PRIOR to their expiry/vacating date. Failure to pay with the intention of deducting it from the bond is a breach of Section 52 of The Residential Tenancies Act 1987 (penalty \$1,000). The Tenant will continue to be charged rent in full until all the keys/swipe cards/remotes are returned to Agent.
30. The Tenant shall at the time of delivering up possession of the property notify Agent of A) their address at which the Tenant intends to next reside or B) a forwarding postal address, as per Section 53 (3) of The Residential Tenancies Act 1987.
31. The Tenant agrees to remove all rubbish, debris and unwanted goods prior to vacation of the premises and any cost incurred as a result of the above being left anywhere at the premises will be borne by the tenant. This includes placing council bins out for collection.

32. Tenants agree to place drip trays on the carport/driveway/garage to prevent any oil, grease and petrol leaks from motor vehicles if applicable. Failure to do so will result in the Tenant being charged for the removal of any staining.
33. Tenants agree to maintain swimming pool/spa where fitted to a good & clean standard at all times. PoolWerx will attend to ensure the Tenants understand how to maintain the pool/spa and equipment correctly. When vacating the property Tenants must contact PoolWerx & request a complimentary pool handover/check. An inspection report produced by PoolWerx is to be provided to Agent stating the water is in a healthy condition and the equipment is in good working order. This report is to be handed to the Agent at the time of handing in the property keys & not be more than 24hrs old. Should monthly pool maintenance be included in the rent, tenants acknowledge that they are still responsible for the ongoing chemical & maintenance of the pool/spa in between the pool contractor attending with any associated cost being borne by the Tenant.
34. Tenants agree to maintain smoke alarms/detectors/garage remotes/air con remotes/doorbell etc and ensure live batteries are in place at all times. Tenants agree to carry out a regular check to ensure in good working order.
35. Tenant agrees to give to the Agent a minimum of 21 days written notice prior to the expiry of their Lease of their intention to vacate. Tenant agrees to allow the Agent to show through the property prospective tenants during the 21 days prior to their vacating from Monday through to Saturday.
36. Tenants agree not to place alfoil or newspaper over any of the windows/glass surfaces. In some cases residue from alfoil/newspaper can fuse to the glass & can not be removed. Should this occur, the tenants acknowledge & agree they will be responsible for the FULL COST to replace all affected windows/doors/glass surfaces at their expense.
37. At NO TIME is a Tenant, their children or their guests permitted to climb onto any roof, garage, shed, bore cover, patio etc. Should this occur the Tenant takes FULL responsibility for any injury/death & Tenant accepts they will be responsible for full cost to remedy any damage caused within fourteen (14) days.
38. The Tenant is aware and agrees that should any electrical appliances installed or supplied by the Owner fail, the Owner is not obliged to repair or replace that item if the failure is due to the Tenants neglect or misuse. Tenants are aware they will be responsible for the full cost to repair/replace items damaged by their misuse or neglect within fourteen (14) days.
39. Tenant has been made aware that should they decide to break their Lease they will be responsible for the outgoing costs including but not limited to – final bond inspection fee, reimbursement to the Owner of the unexpired portion of the letting fee, rent, upkeep of the property including lawns and gardens, advertising, defaulting tenant database checks, water consumption etc until the property is re-let or the lease expires, whichever is the sooner.

The Tenants acknowledge receipt of a copy of this Annexure and agree to abide by all of the above conditions:

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Annexure B

Zero Tolerance Rent Arrears

This Annexure outlines Agents rent arrears procedure and the Tenant hereby acknowledges they understand & accept the following:

Step 1, 2 Days in Arrears

A rent reminder letter will be issued and we will contact you by phone, sms or email. If the phone does not answer and voicemail is available, we will leave a message.

This message is to inform you that you are currently in arrears of rent and we require immediate payment otherwise a Form 1B Notice of Termination will be issued.

Step 2, 3 Days in Arrears

We will contact you again by either phone, sms or email. If the rent is not paid up in full by 4pm this day, a Form 1B Notice of Termination is issued. It is important to note that should a Form 1B Notice of Termination be issued, it is recorded on your file and will go against your record as a tenant.

Step 3, 13 Days in Arrears

If your rent has not been paid in full we will endeavour to contact you again by phone, sms, email or letter to advise that your rent has not been received in full and that we are now lodging a Form 6 or Form 12 with the Magistrates Court for termination of your Tenancy Agreement, possession of the property and payment of rent arrears and accounts. Please note that your name will be lodged on TICA and NTD Defaulting Tenant Databases until accounts/rent are paid in full to the Agent.

I/We the Tenants hereby understand and acknowledge the above 'Zero Tolerance' rent arrears policy and fully understand and accept its consequences.

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Annexure C

Defaulting Tenant Databases

This Annexure advises that the Agent is a member of the following:

Tenancy Information Centre Australia Pty Ltd

Real Estate Institute of Australia Tenant Register

National Tenancy Database Register

These are National Information Services to the real estate industry on defaulting tenants. Our office is a supporter of these 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 difficulty when trying to relocate as the above registers have a strong membership throughout Australia, New Zealand and the United Kingdom.

We look forward to a harmonious Agent/Tenant relationship, and will only follow this course of action when absolutely necessary.

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