



RESIDENTIAL TENANCY APPLICATION

Applicant/s Name/s: _____

Property Applying for: _____

Thank you for your application. To ensure that your application is processed promptly, please ensure that all the items below have been actioned and all boxes on the checklist are ticked and all documents included with your application.

Missing documents or information will delay the processing of your application and may result in failure to secure the property, please ensure the following is included in with your application.

- APPLICATION DOCUMENT CHECKLIST -

- Application form fully completed and signed and initialled by all applicants
- 100 point identity check for each applicant, including photo identification (see next page for documentation requirements)
- 2 x recent payslips for each applicant
- Copy of Visa if not an Australian Citizen
- Please read all documentation thoroughly prior to submitting application
- If emailing your application, please ensure your email and attachments are no larger than 6MG per email

Once we receive your completed application form, we will endeavour to have your application processed within 1-2 business days.

If you are accepted and in order to secure the property, you must transfer the bond and two weeks rent within 2 business days of acceptance and a copy of the receipt to be forwarded to our office as proof of payment. You will also be required to sign the Lease Agreement within this time frame.

✗ Applicants will be notified of the outcome of their application, either via Email, SMS or Phone Call

THE PROPERTY EXCHANGE

Real Estate Agents

212 Nicholson Road Subiaco Western Australia 6008

Telephone +61 8 6380 2200 Facsimile +61 8 9388 3987

reception@thepropertyexchange.com.au

www.thepropertyexchange.com.au

LICENSEE ALOBEAL ABN 87 077 194 846

Page 1 of 2



100 POINTS OF IDENTIFICATION GUIDE

Primary Documents	Choose (0-1)	Points
You Must Provide either: • one primary document or • At least one secondary document that includes a photograph.	Australian birth certificate(not an extract) or birth card	70
	Australian citizenship certificate	70
	Australian Passport (current or expired within the last two years)	70
	International Passport (current)	70

Secondary Documents	Choose (0-1)	Points
Your initial document from this group will be awarded 40 points	Australian driver licence or learners permit (current)	40
	Australian photo firearms licence	40
	State or federal government employee identity	40
	Centerlink or social security card (current)	40
	Department of veterans affairs card	40
	Tertiary education institution photo identity	40

Secondary Documents Continued	Choose (0-3)	Points
All documents in this group will attach 25 points. Only one card from each institution may be counted.	Australian driver licence or learners permit (current)	25
	Australian photo firearms licence	25
	State or federal government employee photo identity	25
	Centerlink or social security card (current)	25
	Department of veterans affairs card	25
	Tertiary education institution photo identity	25
	Proof of age card	25

Secondary Documents Continued	Choose (0-4)	Points
All documents in this group will attach 25 points. Only one card from each institution may be counted.	Medicare card	25
	Property lease / rental agreement	25
	Council rate notice	25
	Property insurance papers	25
	A utility bill	25
	Motor vehicle registration / insurance	25
	Professional or trade association card	25
	A financial institution debit / credit card	25
	A financial institution passbook / statement	25

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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: Alobeal Pty Ltd

Address: 212 Nicholson Road, SUBIACO, Subiaco, WA, 6008

Telephone: Business: 08 6380 2200

Facsimile: 08 9388 3987

E-mail: reception@thepropertyexchange.com.au

application to enter into residential tenancy agreement

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"/> |

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.

application to enter into residential tenancy agreement

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;
 - (ii) 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.

Name:

Signature:

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 applicatino 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.

application to enter into residential tenancy agreement

FIRST PERSON'S PARTICULARS		
Name	<input type="text"/>	<input type="text"/>
	<small>(SURNAME)</small>	<small>(FIRST NAME)</small>
	<input type="text"/>	
	<small>(MIDDLE NAME)</small>	
Present Address	<input type="text"/>	
Mobile No.	<input type="text"/>	Work Phone No. <input type="text"/>
Email	<input type="text"/>	
Date of Birth	<input type="text"/>	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No <small>if no please provide copy of visa</small>
DOCUMENTS TO CONFIRM YOUR IDENTITY		
Drivers License No.	<input type="text"/>	State <input type="text"/> Passport No. <input type="text"/>
Other ID	<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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Personal References	a) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
	b) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
(i) Name of current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	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 current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	Period Rented From <input type="text"/> to <input type="text"/>
Reason for Leaving	<input type="text"/>	
(iii) Occupation	<input type="text"/>	
Employer	<input type="text"/>	Period of Employment <input type="text"/>
Phone No.	<input type="text"/>	Contact Person <input type="text"/>
Salary	\$ <input type="text"/>	<small>net or gross (please circle) per week / fortnight / monthly / annual (please circle)</small>
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 - these people maybe contacted to verify particulars		
1st Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
Emergency Contact - these people maybe contacted to verify particulars		
1st Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	

application to enter into residential tenancy agreement

SECOND PERSON'S PARTICULARS		
Name	<input type="text"/>	<input type="text"/>
	<small>(SURNAME)</small>	<small>(FIRST NAME)</small>
	<input type="text"/>	
	<small>(MIDDLE NAME)</small>	
Present Address	<input type="text"/>	
Mobile No.	<input type="text"/>	Work Phone No. <input type="text"/>
Email	<input type="text"/>	
Date of Birth	<input type="text"/>	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No <small>if no please provide copy of visa</small>
DOCUMENTS TO CONFIRM YOUR IDENTITY		
Drivers License No.	<input type="text"/>	State <input type="text"/> Passport No. <input type="text"/>
Other ID	<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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Personal References	a) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
	b) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
(i) Name of current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	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 current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	Period Rented From <input type="text"/> to <input type="text"/>
Reason for Leaving	<input type="text"/>	
(iii) Occupation	<input type="text"/>	
Employer	<input type="text"/>	Period of Employment <input type="text"/>
Phone No.	<input type="text"/>	Contact Person <input type="text"/>
Salary	\$ <input type="text"/>	<small>net or gross (please circle) per week / fortnight / monthly / annual (please circle)</small>
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 - these people maybe contacted to verify particulars		
1st Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
Emergency Contact - these people maybe contacted to verify particulars		
1st Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	

application to enter into residential tenancy agreement

THIRD PERSON'S PARTICULARS		
Name	<input type="text"/>	<input type="text"/>
	<small>(SURNAME)</small>	<small>(FIRST NAME)</small>
	<input type="text"/>	
	<small>(MIDDLE NAME)</small>	
Present Address	<input type="text"/>	
Mobile No.	<input type="text"/>	Work Phone No. <input type="text"/>
Email	<input type="text"/>	
Date of Birth	<input type="text"/>	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No <small>if no please provide copy of visa</small>
DOCUMENTS TO CONFIRM YOUR IDENTITY		
Drivers License No.	<input type="text"/>	State <input type="text"/> Passport No. <input type="text"/>
Other ID	<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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Personal References	a) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
	b) <input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(PHONE NO.)</small>
(i) Name of current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	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 current lessor or managing agent to whom rent it paid	<input type="text"/>	
Address	<input type="text"/>	Phone No. <input type="text"/>
Rent Paid	\$ <input type="text"/> per week / fortnight / month <small>(please circle)</small>	Period Rented From <input type="text"/> to <input type="text"/>
Reason for Leaving	<input type="text"/>	
(iii) Occupation	<input type="text"/>	
Employer	<input type="text"/>	Period of Employment <input type="text"/>
Phone No.	<input type="text"/>	Contact Person <input type="text"/>
Salary	\$ <input type="text"/>	<small>net or gross (please circle) per week / fortnight / monthly / annual (please circle)</small>
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 - these people maybe contacted to verify particulars		
1st Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Next of Kin	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
Emergency Contact - these people maybe contacted to verify particulars		
1st Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	
2nd Contact	<input type="text"/>	<input type="text"/>
	<small>(NAME)</small>	<small>(ADDRESS)</small>
	<input type="text"/>	
	<small>(PHONE NO.)</small>	

application to enter into residential tenancy agreement

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 / /

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 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 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 this 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 Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 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 Term Lease (section 31B of the Act)

[Delete if inapplicable - to be used when a new lease is entered into (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**)].

~~2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until [insert date] (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of \$ per week [insert the amount that is the equivalent of the rental paid under the former agreement].~~

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 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 to 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	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>

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 Date
- 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:

$$\text{CPI Rent} = R \times (C/P)$$

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 method of calculating the 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 Increased Rent must be no sooner than 6 months after the last rent increase.

- Pets** 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.
- 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.

- Pet Security Bond** 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 *Dog Act, 1976*).

- Smoking** 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

- Services** 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

- Telephone** 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 communications 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.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines 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.

- Strata Company** 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.
- Tenant to Keep Premises Clean** 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.
- 2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.
- Chattels** 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).
- 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 that 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.
- 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, hedges, 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 Spa** 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.
- 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 and 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 for 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 Behaviour	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 verandah.
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: <ul style="list-style-type: none"> 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. <p>arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.</p>
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 Act and clause 34 of 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 recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding 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.
	2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
Granting of a Licence (Airbnb)	2.33. The tenant must not: <ul style="list-style-type: none"> (a) grant any licence 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 licence 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 breach¹. The lessor must endeavour 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 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 items 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.

¹ 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 also 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 endeavour to reasonably mitigate the lessor's damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed 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 a 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 PRINCIPLE 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 situations 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 services 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:

form part of this Lease.

Initials

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.

~PROPERTY CONDITION REPORT~

*The Tenant agrees that upon the receipt of the property condition report that they will thoroughly check and amend [if applicable] and return the property condition report within seven (7) business days to the Agent. Failure to return the property condition report within the required timeframe will result in the final bond inspection being carried out against the original property condition report provided to the Tenant.

~CARE OF THE PROPERTY~

*Flooring such as timber or concrete the Tenant agrees to use protective felt tips to the base of any furnishings placed on flooring to avoid any scratching and damage to the floors.

*No stiletto heels are to be worn on floorboards or vinyl floors, stiletto damage is not considered as fair wear and tear and any damage caused by high heels will be rectified as the Tenants expense.

*The Tenant understands that no pot plants are to be placed directly onto the flooring or tiled balconies or courtyards without sufficient protection to the floor covering.

*The Tenant agrees that no posters, nails, stickers, poster putty, blu tac, adhesive tape or fittings are to be affixed to the walls, doors, door frames, windows, cupboards or any other surface within the property other than those which are listed on the property condition report or agreed by the Lessor / Agent.

*The Tenant acknowledges exhaust fans must be cleaned regularly to avoid blockages resulting in electrical faults and problems. Any charges incurred through not cleaning the exhaust fans will be at the Tenants expense.

*The Tenant agrees to clean the filter to the air conditioner on a 6 (six) monthly basis. Any charges incurred through not cleaning the air conditioning filter will be at the Tenants expense.

*The Tenant is to empty the clothes dryer lint filter after each use.

*The Tenant agrees to regularly clean ovens / stove tops, so as to not allow a build-up of burnt on food or grease. All tiled areas (shower recess etc) must be regularly cleaned and not allowed a build-up of dirt / soap scum.

*The Tenant agrees not to place any hot objects directly onto any surfaces such as bench tops, carpet or lino. The Tenant will be responsible for any cost of restoration for any damage caused to these surfaces. Chopping boards must always be used on kitchen bench tops, the Tenant will be responsible for the cost of restoration for any damages caused to the bench tops.

*The Tenant agrees not to park a boat, trailer or vehicle on the lawns and/or gardens and in the case of strata complexes on common areas of the property.

*The Tenant agrees to use oil drip trays on driveways, carports and garage floors. Any oil stains or spillages must be cleaned immediately.

*The Tenant acknowledges that the fireplaces at the property are not functional and are not to be used.

*The Lessor / Lessors Property Manager accepts no responsibility whatsoever for any damage to Tenants clothing and / or property resulting from condensation and / or mould. The Tenant is required to adequately ventilate the property at all times, especially during the winter months to prevent condensation which may result in the formation of mould. Any mould damage that occurs as a result of non-ventilation will be removed / repaired at the Tenants expense unless proof of a building fault is provided.

*The Tenant understands that all maintenance and repair concerns are to be advised directly to the Lessors Property Manager in writing or if requiring urgent attention on 6380 2200. Note this number is available as an after-hours emergency contact number. Any repairs to the property carried out without authorization from the Lessors Property Manager will be payable by the Tenant.

~RENT~

*The rent must remain one (1) period in advance at all times. The Tenant understands that should rental payments be in arrears we have no option than to issue a Breach Notice for Non-Payment of Rent.

and/or

*The rent must remain one (1) period in advance at all times. Should the tenant fall in to arrears, the Tenant will be issued with a seven (7) day termination notice, should rent not be paid when due.

~ILLEGAL PURPOSES~

*The Tenant shall not use and / or permit the property to be used for any illegal purpose or permit or cause a nuisance and shall use the property solely for a dwelling and shall not cause or permit the property to be used for any other purpose without the prior consent from the owner.

~SMOKING~

*The Tenant is responsible to ensure that no persons or invitees on the property smoke inside the property. The Tenant will be held liable to make good any smoke damage or cigarette odour caused to the property.

~BATTERIES & GLOBES~

*The Tenant is responsible for replacing the batteries when required in fittings such as, doorbell, security alarm control pad, reticulation control panel, garage remotes, air conditioning remotes etc.

*The Tenant is responsible for changing globes in the propertys internal and external light fittings, rangehood, oven, dishwasher and any other light fittings present at the property.

~KEYS~

*The Tenant is aware and agrees that should they be locked out of the property during business hours, they may collect the Lessors Property Managers spare key/s from the office against a security bond of \$100.00. This security bond will be refunded in full upon the return of the Lessors Property Managers spare key/s. In the event of the Tenant locking themselves out of the property after business hours, the Tenant will need to contact a locksmith to assist them with gaining access to the property at their own cost. The Tenant agrees to supply the Lessors Property Manager a copy of any replacement keys to the property at the Tenants expense.

*The Tenant is aware and agrees that the replacement of any security cards, remote controls etc are their responsibility if lost or damaged.

*The Tenant is required to have all keys to the property on them at all times. Should the Lessor, Lessors Property Manager, contractor or third party attend the property and subsequently lock all doors to secure the property and the Tenant is unable to access the property as a result of them not carrying all keys, the Tenant will be liable for the costs associated with having a locksmith attend outside of office hours, or to collect the office set of keys from the Lessors Property Managers office during business hours. The Tenant agrees to supply the Lessors Property Manager a copy of any replacement keys to the property at the Tenants expense.

~UTILITIES~

*The electricity and gas is to be connected in the Tenants name prior to occupation and remain so at all times during the tenancy. The Tenant also agrees to disconnect the utilities at the end of their tenancy.

*The Tenant agrees that if they open an account with Kleenheat Gas, that at the end of their tenancy, they will turn off the meter for the gas supply. If the Tenant fails to do this they will be liable for excess gas charges following their vacate date.

~PETS~

*Should the Tenant have approval from the Lessor to have a dog reside at the property, the dog must remain outdoors/external to the property at all times. Unless in extreme weather conditions [where the dog can temporarily reside in the laundry] or otherwise approved in writing by the Lessor, the Tenant does not have permission for the dog to be kept inside the property.

~WATER & GARDEN/LAWNS~

*The Tenant agrees to pay 100% of the water consumption costs. The Tenant is aware that at the expiration of tenancy, they will be required to pay for a special water meter reading as charged by the Water Corporation.

*The Tenant is responsible to ensure that the lawns, gardens and verge are adequately watered, fertilised and kept free from weeds and debris at all times {If applicable}.

*The Tenant acknowledges that the reticulation [if supplied] is to be run in accordance with current water restrictions and as required during winter months to ensure ants and bugs do not nest in the pipes, any faults should be reported to the Lessors Property Manager immediately in writing.

Initials

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During any time of sprinkler restrictions the Tenant is required to hand water sufficiently to ensure that the lawns, shrubs, plants and trees remain healthy.

*The Tenant is responsible for any fines and/or penalties issued by the Water Corporation for sprinklers being used out of watering days and hours and during water restrictions.

*The Tenant is liable for the replacement of all above ground sprinkler heads and nozzles at their own expense.

~INSURANCE~

*The Tenant must ensure they have their own contents insurance as the Lessors building insurance does not protect the Tenants contents and, as such, the Lessor hereby notifies the Tenant that it is their sole responsibility to ensure their own personal contents are adequately insured and covered at all times during the tenancy.

~ROUTINE INSPECTIONS~

*The Tenant permits the taking of digital photo images at routine inspections for the express purpose of communicating the inspection and any comments to the Lessor; the first inspection will be carried out at six {6} weeks and thereafter every three {3} months. The Tenant will receive prior notice of their intended upcoming inspection. Following this the Lessors Property Manager will issue the Tenant with no less than seven {7} and no more than fourteen {14} days official notice prior to attendance date of their inspection. Due to time management issues the Lessors Property Manager is unable to accommodate fixed times for routine inspections. The inspections are carried out during business hours and if the Tenant is not home, the Lessors Property Manager will access the property using the Lessors Property Managers keys and will leave a card on-site when inspection is completed.

~VACATING~

*The Tenant acknowledges that the property will be actively marketed and prospective Tenants will be shown through in the last twenty one {21} days of their tenancy. The Tenant is further advised that digital photo images will be taken on the interior and exterior of the property at this time for the express purpose of internet and window marketing.

*The Tenant agrees to have the carpets professionally steam cleaned throughout the property, and a receipt provided to the Lessors Property Manager upon returning the keys.

*Should the Tenant have a pet, the Tenant agrees to have the property professionally fumigated, and provide a receipt to the Agent upon returning the keys.

*The Tenant acknowledges that if cleaners are required to attend the property after vacating to bring the property to the standard as per the property condition report the Tenant will be charged the cleaning fee incurred.

*The bond will not be refunded until the final bond inspection has been carried out, all keys are returned and all items are found to be in the same condition as the property condition report.

~FEES & DISPUTES~

*The Tenant will be liable for any bank fees associated with dishonoured cheques.

*The Tenant acknowledges that if they fail to pay rent or breach their lease agreement the Lessor of the property may make an application to the local Magistrates Court of Western Australia for termination of the Residential Tenancy Agreement together with vacant possession of the property. The following expenses may be charged to the Lessor by the Lessors Property Manager and reimbursed by the Tenant to the Lessor and payable as damages.

i. Court Application Fee

ii. Court Preparation and Attendance Fee

iii. Costs associated with the early termination and vacant possession order as a result of the Tenants breach or failure to comply with all conditions contained in Residential Tenancy Agreement.

The Tenant agrees that in the event that they make an application to the Magistrates Court for resolution of a dispute and the Tenant is unsuccessful with their claim, the Tenant will reimburse the Lessor the above expenses as applicable.

~BREAK LEASE~

*The Tenant understands that should they wish to vacate the property prior to the end date of their fixed term Residential Tenancy Agreement the following break lease costs will be incurred by the Tenant:

i. Rent until the start date of a new Residential Tenancy Agreement or the lease expires

ii. Internet Marketing fees

iii. For Lease Signage fees

iv. Reimbursement of the un-expired portion of the Lessors Leasing fee

v. Cost of the Final Bond Inspection fee

vi. Inventory fee [if applicable]

vii. New Tenant/s National Tenancy Database search fee

viii. Shortfall of rent, the difference between the current rental rate and the final achieved rental rate from the start date of the new Residential Tenancy Agreement to the end date of this Residential Tenancy Agreement

*The Tenant is aware that should they wish to Break Lease, this must first be approved by the Lessor. The Lessor reserves the right to accept or reject a break lease application.

*If the Lessor accepts a break lease, the Tenant will be required to sign an official Request For Consent To Termination By Tenant During A Fixed Term Agreement. This document will outline all the damages applicable and payable by the Tenant as a result of them breaking their fixed term Contract.

*If the Lessor accepts a break lease, in addition to this document being signed, the Tenant is also required to pay upfront all damages applicable and payable by the Tenant as a result of them breaking their fixed term Contract. The applicable damages, which are payable by the Tenant, must be paid and received by the Lessors Property Manager, prior to the property being marketed for rent.

*These funds will be held in Lessors Property Managers REBA Trust Account, until the property has either been leased or the tenancy agreement has ended, whichever occurs sooner.

*In the event that the property is not leased during the existing fixed term agreement, therefore the Tenant completes their contractual obligations, the break lease fees that are being held will be refunded in full to the Tenant.

~GENERAL~

*The Tenant agrees that they will notify the Lessors Property Manager of any change of their personal or work contact phone numbers and email addresses.

~FURNISHED & EQUIPPED~

*Should the property be furnished, the Tenant agrees to have the mattresses professionally steam cleaned, and provide a receipt to the Lessors Property Manager upon returning the keys.

*The Tenant agrees that at the end of the tenancy that all furniture and equipment will be placed back to their original position that they were in at the beginning of the tenancy.

~TENANT LIABILITY NO FAULT FOUND AND CALL OUT FEES~

*Any repairs / maintenance / call out costs incurred due to the Tenants misuse, negligence, fault as a result of the Tenants appliance/s, lack of awareness or common sense or where no fault is found, the cost will be the responsibility of the Tenant to pay for.

*If the Tenant makes an appointment time with a contractor to complete work at the property and the Tenant does not meet the contractor at the agreed time, the Tenant will be liable for any callout fee charged by the contractor.

Initials