

FOR THE ATTENTION OF:

(PROPERTY MANAGER/POINT OF CONTACT)

RE:

(ADDRESS OF PROPERTY YOU ARE APPLYING FOR)

RESIDENTIAL TENANCY APPLICATION FORM

INSTRUCTIONS FOR COMPLETING THIS APPLICATION FORM

Thank you for submitting your application to rent, with Abel McGrath Property Group.

The application process is very important, as it is the information that is provided by the applicant on the form that helps the Owner of the rental property decide on a suitable tenant.

With this in mind, we ask that you remember the following points when completing the attached form:

IDENTIFICATION

We require 100 points of identification for every applicant over the age of 18 who will be residing at the property.

1. A current photo drivers licence (Australian or International), current passport or proof of age card equal 50 points EACH
2. A current Medicare/Healthcare card, EFTPOS/ Credit Card, Student card or recent utility bill (displaying your name and current address) or birth certificate equal approximately 20 points EACH.

In the event that you can only provide ONE item from section 1, you will be required to provide THREE items from section 2, as well. Please note if you are an overseas applicant we will also require copies of your Visa.

NEXT OF KIN & EMERGENCY CONTACT INFORMATION

Each applicant MUST provide DIFFERENT details for Next of Kin and Emergency contacts; they must not be people who will be residing at the property (husband/wife etc.) It is preferred that you list family members as contacts, rather than friends.

APPLICATION DEPOSIT

Due to changes to the Residential Tenancies Act – **we no longer require an Application or Option fee** to be paid unless the property is \$1200.00 per week or more. The Property Manager of the property you are applying for can confirm whether an option is payable or not, and will generally advise you at the time of viewing.

Account details for Application or Option fee payments are as follows:

Account Name: Abel McGrath Property Group

BSB #: 186-300

Account #: 3017-52705

Applications will be accepted at: 303 Stirling Hwy, Claremont between **8.30am-4.30pm Monday-Friday** or by email.

PLEASE NOTE THAT WE ALLOW TWO WORKING DAYS FOR YOUR APPLICATION TO BE PROCESSED.

APPLICATIONS THAT ARE SUBMITTED CLOSE TO THE WEEKEND MAY NOT BE FINALISED UNTIL THE BEGINNING OF THE FOLLOWING WEEK. IN THE EVENT THAT WE RECEIVE SEVERAL APPLICATIONS FOR THE SAME PROPERTY, IT MAY TAKE MORE TIME TO PROCESS YOUR APPLICATION.

Other information that may enhance this application include written rental/employment references (on company letterhead), pay slips or income statements (for Government benefit payments), recent Routine Inspection Reports, previous rental bond refund statement etc.

Should you have any further queries regarding the application process please do not hesitate to ask one of our staff members when submitting the application form.

APPLICATION FOR RESIDENTIAL TENANCY**1. APPLICATION DETAILS**

Property Address:			
Requested Lease Period:	From:	To:	
Rent per week:	\$	Have you viewed the property?	YES / NO
Applicant Details:	Adults: _____	Ages: _____	Children: _____ Ages: _____

2. PETS

Do you intend on having any pets?	YES / NO	**Please note: Restricted dog breeds also apply; you must state what type/breed of dog you have. Also attached is a list of restricted breeds.
Type of Pet: _____	Breed: _____	Number: _____ Age: _____
Type of Pet: _____	Breed: _____	Number: _____ Age: _____

3. BOND

Do you intend on applying to the Ministry of Housing?	YES / NO	If Yes, Branch: _____
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4. APPLICATION PROCESS

1. Complete application in full and ensure all persons over the age of 18 fill out an Application Page and attach their ID.
2. We will endeavour to have your application processed within 2 business days and you will be advised whether the owner has accepted or declined your application.
3. If the application is rejected your option fee is refunded.
4. If the application is accepted a formal lease agreement will be prepared.
5. If you withdraw this application after it has been accepted by the Owner you will forfeit the option fee in full.

5. OPTION FEE (applicable if property is \$1200.00 per week or more)

You **may be** required to pay the equivalent of one weeks rent as the Option Fee with the completed application. This application will not be processed until the Option Fee has been received by Abel McGrath Property Group.

Payment can be made to:

Account Name: Abel McGrath Property Group
BSB #: 186-300
Account #: 3017-52705

Have you paid the option fee?	YES / NO	If Yes, what date?: _____
If the application is rejected the Option Fee will be returned to the bank account nominated on the application. Name of Account: _____ BSB #: _____ Account #: _____		

6. UTILITIES

By submitting this application, you are acknowledging that you will be responsible for the connection and payment of gas, electricity and telephone facilities (including internet). You will also be responsible for the water consumed at the property.

Do you want us to connect you to relevant services through Direct Connect?	YES / NO	**Direct Connect offers a free, no obligation service to connect electricity, gas and more. Designed to streamline and de-stress your move.
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PLEASE NOTE:

- The applicant agrees to take the premises as is with no alteration, additions or extras provided by the owner unless previously agreed to by all parties.
- Applications will only be processed if fully completed and signed.
- All properties are non-smoking zones, tenants are permitted to smoke outside of the house only.

You must provide us with three types of identification (these can be photocopies at our office). The first must be a Passport or Drivers License. The other two items can be anything that displays your name and address - other than your Drivers license e.g. Bankcard, Medicare or Private Health card, Student ID card, Utility account etc.

APPLICANT ONE				
Surname:		Given Name/s:		
Contact Details:	Home)	Work)	Mobile)	Email)
Age:		Date of Birth:		Gender:
Drivers Licence #		State/Country:		Passport #
Vehicle Type:		Vehicle Registration:		Are you a smoker?
Are you a permanent resident of Australia?	YES / NO			

If no, please provide details separately and have VISA information attached to this application

Present Address:				
Agent/Landlord's Name:		Contact Details:		
Agent/Landlord's Add:				
Rental Amount Paid:		Lease Term:	From: ___/___/___ To: ___/___/___	
Reason for leaving:				

Previous Address:				
Agent/Landlord's Name:		Contact Details:		
Agent/Landlord's Add:				
Rental Amount Paid:		Lease Term:	From: ___/___/___ To: ___/___/___	
Reason for leaving:				

Your Occupation:		Income Per Week:	(after tax) \$
Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

If less than 12 months, then please provide details of previous employer:

Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

Please note: If self-employed – details/statements of income must be provided

1. Character Ref – Name:			How Known:	
Contact Details:	Home)	Work)	Mobile)	Email)

2. Character Ref – Name:			How Known:	
Contact Details:	Home)	Work)	Mobile)	Email)

Please note: Character references should not be anyone related to you or any other applicants

Next of Kin – Name:			How related:	
Next of Kin – Address:				
Contact Details:	Home)	Work)	Mobile)	Email)

Please note: Next of Kin must not be residing at the property. Family members are preferred.

Emergency – Name:			How related:	
Emergency – Address:				
Contact Details:	Home)	Work)	Mobile)	Email)

APPLICANT TWO

Surname:		Given Name/s:			
Contact Details:	Home)	Work)	Mobile)	Email)	
Age:		Date of Birth:		Gender:	
Drivers Licence #		State/Country:		Passport #	
Vehicle Type:		Vehicle Registration:		Are you a smoker?	YES / NO
Are you a permanent resident of Australia?	YES / NO				

If no, please provide details separately and have VISA information attached to this application

Present Address:					
Agent/Landlord's Name:		Contact Details:			
Agent/Landlord's Add:					
Rental Amount Paid:		Lease Term:	From: ___/___/___	To: ___/___/___	
Reason for leaving:					

Previous Address:					
Agent/Landlord's Name:		Contact Details:			
Agent/Landlord's Add:					
Rental Amount Paid:		Lease Term:	From: ___/___/___	To: ___/___/___	
Reason for leaving:					

Your Occupation:		Income Per Week:	(after tax) \$
Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

If less than 12 months, then please provide details of previous employer:

Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

Please note: If self-employed – details/statements of income must be provided

1. Character Ref – Name:				How Known:	
Contact Details:	Home)	Work)	Mobile)	Email)	

2. Character Ref – Name:				How Known:	
Contact Details:	Home)	Work)	Mobile)	Email)	

Please note: Character references should not be anyone related to you or any other applicants

Next of Kin – Name:				How related:	
Next of Kin – Address:					
Contact Details:	Home)	Work)	Mobile)	Email)	

Please note: Next of Kin must not be residing at the property. Family members are preferred.

Emergency – Name:				How related:	
Emergency – Address:					
Contact Details:	Home)	Work)	Mobile)	Email)	

APPLICANT THREE				
Surname:		Given Name/s:		
Contact Details:	Home)	Work)	Mobile)	Email)
Age:		Date of Birth:		Gender:
Drivers Licence #		State/Country:		Passport #
Vehicle Type:		Vehicle Registration:		Are you a smoker?
Are you a permanent resident of Australia?	YES / NO			

If no, please provide details separately and have VISA information attached to this application

Present Address:				
Agent/Landlord's Name:		Contact Details:		
Agent/Landlord's Add:				
Rental Amount Paid:		Lease Term:	From: ___/___/___ To: ___/___/___	
Reason for leaving:				

If previously owned own home (not renting) – please provide FULL address of property and date sold/moved out

Previous Address:				
Agent/Landlord's Name:		Contact Details:		
Agent/Landlord's Add:				
Rental Amount Paid:		Lease Term:	From: ___/___/___ To: ___/___/___	
Reason for leaving:				

Your Occupation:		Income Per Week:	(after tax) \$
Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

If less than 12 months, then please provide details of previous employer:

Employers Name:		Period of Employment:	
Manager/Contact Name:		Contact Details:	

Please note: If self-employed – details/statements of income must be provided

1. Character Ref – Name:		How Known:	
Contact Details:	Home)	Work)	Mobile) Email)

2. Character Ref – Name:		How Known:	
Contact Details:	Home)	Work)	Mobile) Email)

Please note: Character references should not be anyone related to you or any other applicants

Next of Kin – Name:		How related:	
Next of Kin – Address:			
Contact Details:	Home)	Work)	Mobile) Email)

Please note: Next of Kin must not be residing at the property. Family members are preferred.

Emergency – Name:		How related:	
Emergency – Address:			
Contact Details:	Home)	Work)	Mobile) Email)

NTD & TICA DISCLOSURE STATEMENT

You can contact National Tenancy Database Pty Ltd (ABN 65 079 105 025) (“ntd”) by:

Telephone: (03) 9416 2366 Facsimile: (03) 9416 1640
Email: kim@ntd.ntd.au Website: www.ntd.net.au

TICA DISCLOSURE STATEMENT

You can contact TICA (ABN 84 087 400 379) by:

Phone: (02) 9743 3266 Email: enquiries@tica.com.au
Mail: PO Box 120, Concord NSW 2137

PRIMARY PURPOSE

NTD & TICA collects your personal information to provide to its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of **NTD & TICA**.

NTD & TICA also provide credit information on companies/directors applying for commercial leases.

The real estate agent/ property manager will advise **NTD/TICA** of your conduct through the lease/tenancy, and that information will form part of tenant history.

NTD & TICA usually discloses information to:

- Licensed real estate agents members
- **NTD's** parent company, Collection House Ltd ABN 74 010 230 716 and its subsidiaries and related entities
- Credit Bureaus

If your personal information is not provided to **NTD & TICA** the real estate agent/property manager will **NOT** be able to carry out their professional responsibilities and will **NOT** be able to provide you with a lease/tenancy of the premises.

I acknowledge that this is an application to lease this property and that my application is subject to the Owners’ approval and the availability of the premises on the due date. No action will be taken against the Landlord or Agent should the application not be accepted or upon acceptance should the premises not be ready for occupation on this date, for whatever reason.

PRIVACY STATEMENT

Personal information collected by the Agent 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 Agent in this Application, in the Property Condition Report and during the period of the management of the tenancy is collected for the purpose of being used in managing the lease of the premises and the Tenant hereby consents to that collection and use.

The information collected in this Application, in the property Condition Report and during the tenancy may be disclosed by the Agent to other parties as permitted by the Privacy Act 1988 including to the existing Owner, Subsequent Owners, courts of law, other agents and operators of tenancy reference databases. Further, information already held on tenancy reference databases may be accessed by the Agent.

If the Tenant wishes to contact the Agent or access the personal information the Agent may hold regarding the Tenant, the Tenant may do so by contacting the Agent . The Tenant may also request that the information be corrected if it is inaccurate, incomplete or out-of-date.

If the information referred to in this collection notice is not provided, the Agent may not be able to manage the tenancy.

*** OWNERS INSURANCE DOES NOT COVER TENANT CONTENTS ***

1. The Applicant offers to the Owner an Option to lease the Property. The Option to lease is created by the Owners’ notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer shall be the amount equal to that of one (1) weeks rent.

If this Application is approved by the Owner, the Option Fee paid is credited to the rental payable pursuant to the Lease.

2. The amounts referred to in the ‘Ingoing Lease Schedule’ are payable upon the Applicant signing the Lease prior to taking possession of the Property.

3. The Applicant will not be entitled to occupation of the Property until vacant possession is provided by the current occupant of the Property; the Lease is signed by the Applicant; and the payment of all monies due to be paid by the Applicant being the paid by the Applicant prior to the occupation of the Property.

4. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the “Abel McGrath Property Group Lease of Residential Premises” including the special conditions attached to the Application and payment of all monies and amounts referred to in the “Ingoing Costs Schedule”.

5. The Applicant agrees to pay the rent in advance, and to pay the letting fee to the maximum amount allowable pursuant to Section 27 of the *Residential Tenancies Act 1987*.

6. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their contents.

7. The Applicant agrees for Abel McGrath Property Group to contact any of the person(s) given as referee(s) by the Applicant for following up any arrears owing by the Applicant to the Owner.

8. The Applicant acknowledges having been advised that in the event of a breach of the Lease by the Applicant, items of personal information contained in this Application may be recorded in a Tenancy Data Base by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the Applicant.

9. The Applicant makes this Application and Offer jointly and separately. Service of any notice to any one Applicant shall be deemed service on them all.

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

Special conditions that will apply to the Lease if the Application is accepted, and option exercised are attached.

PLEASE NOTE THE FOLLOWING:

1. Applicants will not be given possession until this application has been checked and approved at the Tenancy Agreement signed and the total amount of money paid.

2. It is important to remember that this application is NOT the Lease Agreement.

3. The purpose of this form is:
- To inform the Owner of your details and your requirements for the Lease.
 - To inform you of the money that is required to be paid prior to you taking possession of the Premises.
 - To make you aware of the conditions associated with making the Application.

4. The Applicant acknowledges having inspected the Property and is submitting the Application to lease the Property in the same condition that is was inspected in unless otherwise listed under “Special Conditions’.

RESTRICTED DOG BREEDS – NOTICE TO ALL PROSPECTIVE TENANTS

The State Government has introduced a set of new regulations to regulate the control of various breeds of dangerous dogs. Under section 53 (1) of the *Dog Act 1976*, the Governor has given the power to make regulations when a minister is of the view that a specific breed or a mixed-breed of dog is a potential danger.

Previously, the *Dog Regulations, 1976* contained various provisions relating to the control of dogs. Those provisions now have been supplemented by the *Dog (Restricted Breed) Regulations, 2002*. These new regulations have been applied since April 22, 2002. The new regulations, by their terms, include the following breeds of dog or any dog of a mixed breed which visibly contains any of these breeds:

Dogo Argetino, Fila Brasileiro, Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any other breed of dog the importation of which is prohibited absolutely by the *Customers (Prohibited Imports) Regulations 1956 (Commonwealth)*.

It is the policy of Abel McGrath Property Group that under no circumstances whatsoever, will any dog that is either a breed or cross breed of one of the breeds listed above, be permitted to be kept on the premises.

PLEASE NOTE: This also extends to any visitors of the Tenants who will not be permitted to bring any of the above listed breeds or cross-breeds on to the premises.

I/we, the tenant/s, have read and understood all the above clauses and agree to all the above clause

[..... initial(s)]

PET APPLICATION FORM	
Property Address:	
Applicant(s):	
Date:	

We Request the Owner's permission to keep a pet, as detailed below, on the premises:

Type/Breed:	
Size:	
Height/Weight:	
Colouring:	
Age:	
Pet's Name:	

I/We agree to comply with the following strict conditions:

- To keep the yard clean and free from animal droppings
- We agree to flea fumigate the property prior to vacating the premises
- We will not allow the animal inside the residence unless otherwise agreed with the Owner of the premises
- Other than any pet listed above and approved by the Owner, we will not keep any other animals of any kind on the premises (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles or any other animals
- We agree that this agreement is only for the specific pets described above and we will not harbour, substitute or 'pet-sit' any other pet without prior permission from the Owner. Also we agree that we will remove any of the pet's offspring from the Premises within 30 days of birth (should this occur)
- We agree to not leave water or food for the pet outside the premises where it might attract other animals and/or insects (pests)
- We agree to abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations
- The pet shall not cause any sort of disturbance or nuisance to neighbours. We agree to do whatever is necessary to keep our pet from making noise (day or night) that would annoy others, and we will take steps to immediately rectify complaints made by neighbours or other tenants.

We understand that failure to comply with these terms shall give the owner the right to revoke permission to keep the pet, and is also grounds for further action.

Veterinarian Contact Details and Address:	
Pet Reference - Name & Contact Details:	
Pet Emergency Caretaker - Name & Contact:	

Applicant (1) Signature	
Applicant (2) Signature	
Applicant (3) Signature	

LIST OF CLAUSES THAT MAY APPEAR IN YOUR LEASE AGREEMENT SHOULD YOUR APPLICATION BE ACCEPTED:

- 1) **VACATE**
Should the Tenant/s wish to vacate at the expiration of the fixed term of this Agreement, the Tenant/s agrees to give 21 days' written notice of such intention to the Owner's Agent prior to the expiration of the lease.
- 2) **VACATE**
The Tenant/s understands that once he/she vacates this property and keys have been returned that he/she relinquishes all claim on the property and any further repairs/cleaning required will be at the Tenants expense.
- 3) **FURNISHED PROPERTIES**
The Tenant/s acknowledges that if the property is furnished as listed in the property condition report, the Tenant agrees to have any fabric surfaces professionally dry/steam cleaned and new mattress protector/s supplied at the end of their tenancy. The Tenant/s also agrees that at any time during the tenancy should in the agent's opinion the items warrant cleaning the tenant will arrange to have their carpets cleaned at their cost or give permission for the Agent to arrange cleaning at the tenants cost.
- 4) **RENT REVIEW**
The rent payable will increase annually on the anniversary of the commencement date of this agreement to be in line with the current market rent, although by not more than 10% of the rent being paid at the time of the review date.
- 5) **RENT REVIEWS WITHIN A FIXED TERM AGREEMENT**
Effective / / , the rent payable shall be \$ per week/ per fortnight /per calendar month **and the Tenant confirms that this clause serves as a formal notice of the said rent increase. The Tenant further acknowledges that the bond will increase annually to equal 4 times the weekly rent being paid at the time.**
 - a) Pursuant to Item 6 of this agreement, the rent payable shall be \$ per calendar month.
 - b) In accordance with the attached 60 days notice, the rent will increase to \$ per calendar month on (date).
 - c) The Owner reserves the right to increase the rent after expiration of the first six months to the fixed term lease. Such increase to be at the current market rent, although by not more than 10% of the rent being paid at the time.
- 6) **LAWN AND GARDEN COSTS**
Pursuant to Item 2.24, the Owner agrees to provide regular lawn mowing and garden services at owner cost. This does not negate the Tenant's responsibility as set out in 2.24 to keep the lawns and gardens in a tidy condition, free from rubbish and to report any concerns to the Owner's Agent promptly.
- 7) **VERGE LAWN**
Pursuant to Item 2.24, the Tenant/s acknowledges that, for the purpose of this agreement, the verge lawn forms part of the property and agrees to the maintenance of the verge lawn is Tenant responsibility.
- 8) **POOL CARE AT OWNER COST**
Pursuant to Item 2.26, the Owner will provide a regular pool service, exclusive of pool chemicals used. All chemicals will be provided by the Owner's pool service contractor and will be invoiced by the Agent to the Tenant/s. The Tenant/s agrees to pay the invoice promptly and without deduction.
- 9) **TIMBER FLOOR**
The Tenant/s agrees to protect the timber floors from being scratched by covering the base of furnishings with felt and/or by placing protective rugs on floors under furnishings and in high traffic areas where possible.
- 10) **MISPLACED KEYS**
The Tenant/s acknowledges that in the event of misplaced keys, should the Tenant call the Agent to provide entry to the property after hours, the Agent is not obliged to assist. In the event that the Agent does assist, the Agent reserves the right to charge the tenant a fee of \$65.00 per hour for this service which the tenant agrees to pay.
- 11) **CHECK RETIC HEADS**
The Tenant/s is responsible for regular checking of the sprinkler heads to ensure they are not blocked or broken and are working correctly. The Tenant/s is responsible for clearing blocked sprinklers and replacement of broken or lost sprinkler heads. Fair wear and tear accepted.
- 12) **ACCESS & CHANGE LOCKS**
In accordance with section 46f of the Residential Tenancy Act 1987, the tenant acknowledges the following:-
 - a) It is a term of this agreement that the Agent will require access for the purpose of showing the property to prospective Tenants, at any reasonable hour and on a reasonable number of occasions during the period of notice preceding the termination of the agreement, having first given the Tenant/s reasonable notice.
 - b) It is a term of this agreement that the tenant/s shall not alter, remove or add any lock or device without the prior written consent of the owner.
- 13) **NEGLECT OF LAWNS/GARDENS**
The Tenant/s agrees that, if at any time during the tenancy the lawns and gardens are found to not be kept in the same order as per the property condition report at the commencement of the tenancy the agent reserves the right, at the Agents' discretion, to appoint a contractor to carry out the necessary remedial work at the tenant's cost, the Tenant/s having first been given reasonable time to rectify.
- 14) **OWNER WATER CONTRIBUTION**
Pursuant to items 2.5 & 2.6, the owner agrees to contribute _____ to the water consumed for the term of the tenancy to a maximum of _____ per annum apportioned on a monthly basis, provided that the Tenant maintains regular and adequate watering of all lawns and gardens to keep them in the condition noted on possession of the property and in the Property Condition Report
- 15) **HAVE INSPECTED PROPERTY**
The Tenant/s confirms having inspected the subject property prior to making a Standard Application & Offer of Option to Lease and hereby accepts the condition of the property as found on inspection or as negotiated at time of Application.
- 16) **BANK CHARGE NO I.D.**
The Tenant/s agrees that should the tenant fail to properly identify the Tenant's direct deposit of rent to the agent's bank and a search fee is incurred, then this search fee will be payable by the Tenant.

- 17) **RELEASE TENANT (DIPLOMATIC)**
The Owner agrees that, in the event that the Occupant as an incidence of his employment, is transferred on a permanent basis to a location not less than 100 kilometres from the GPO or be killed or injured and unable to continue working in his current position, the Tenant/s may give two months notice in writing to the Owner's Agent that the lease shall terminate without penalty.
OR WHERE AGREED: (instead of 'without penalty' insert) – the Tenant/s agrees the pay all costs reasonably incurred by the owner in respect of re-letting the property.
- 18) **OWNER/TENANT PROFESSIONAL CLEAN**
The property will be professionally cleaned prior to commencement date of occupancy. The Tenant/s agrees to pay the cost of professional cleaning upon vacating. The standard of cleaning upon vacating to be in keeping with the property condition report as at the commencement of the tenancy.
- 19) **TENANT TAKE OVER LEASE COVERING PCR**
Pursuant to item 2.12, 2.13 and 2.14 it is agreed that the Property Condition Report prepared on (date) and signed (together with added comments) by (name of previous Tenant) truly reflects the condition of the property at the commencement of this tenancy and forms part of this agreement. The Tenant/s accepts the Property condition Report issued with this agreement to be conclusive evidence of the Premises condition at the time they took possession of the property.
- 20) **RENT ARREARS BREACH**
The Tenant/s is aware that should their rent remain unpaid for 1 DAY after the due date, a Breach of Agreement to Pay Rent will be issued.
- 21) **WATER RESTRICTIONS**
The Tenant/s confirms having been advised by the Agent that there are water restrictions applicable to the use of the scheme water reticulation system on the property in that reticulation watering is permitted on 2 (specific) days per week, between the hours of 6pm and 9am. The tenant/s further acknowledges that there is no restriction on the length of time that each station may run for on those permitted watering days and agrees to ensure that the stations are run for no less than 15-20 minutes each. The Tenant/s further agrees to supplement the reticulation watering by hand watering as frequently as necessary to maintain lawns and gardens in a condition comparable to their description in the Property condition Report issued at the commencement of the tenancy.
- 22) **REQUEST PERMISSION TO INSTALL HANGING POINTS**
Pursuant to 2.30 the owner agrees to permit the Tenant/s to install hanging points provided that the Tenant/s first
a) Gives the Owners' Agent written notice of the location and number of the hanging points,
b) Awaits the Owners' response prior to installing them and
c) Should the Owner require, undertakes to remove said hanging points patch the holes and paint the walls, returning them in the condition as described in the property condition report, fair wear and tear excepted.
- 23) **LEASE BREAK COSTS**
Pursuant to item 5.1 the Tenant/s acknowledges that should they vacate the premises prior to the expiration of the fixed term of this Lease Agreement the following penalties will apply:
a) Rent until the property is relet or the lease expires, whichever shall be the soonest.
b) All advertising costs incurred in reletting the property. A payment of \$300 of which is to be paid in advance.
c) Reimbursement to the owner of the unexpired portion of the letting fee paid by the owner at the commencement of the tenancy.
d) Upkeep of the premises, including maintenance of lawns, gardens and pool where applicable and in accordance with this lease agreement until the property is re-let or the lease expires, whichever shall be the soonest.
e) Cost of Property Condition Report
f) Cost of Tenancy Data Base Checks
- 24) **PHOTOS AT ROUTINE INSPECTIONS**
The Tenant/s acknowledges that the Agent will, if requested by the owner, take photographs of the property at routine inspections for the purpose of accompanying the routine inspection reports sent to the owner.
- 25) **LETTING ONLY**
The Tenant confirms having been advised by the Agent prior to making application, that the Agent's appointment was for Tenant placement only and that the ongoing management of the property will be carried out direct by the property Owner. The Owner's contact details are:-
<Owner's full name>
<Owner's full address>
<Owner's contact numbers>
The next rent payment due on* <enter rent due> is to be paid to the Owner's bank account at:-
<enter Owner's bank account details>
- 26) **AIR CONDITIONER**
The Tenant/s agrees to ensure that the filters on the air conditioning unit are cleaned on a regular basis
- 27) **POT PLANTS**
The Tenant/s agrees not to place any pot plants directly onto carpet or other floor surfaces. Any damage resulting from doing this will render the tenant liable for repair or replacement of the floor covering.
- 28) **IRONING**
The Tenant/s agrees that they will not iron on any carpets or other floor surfaces. Any damage resulting from doing this will render the tenant liable for repair or replacement of the floor covering.
- 29) **MAINTENANCE**
The Tenant/s hereby agrees to give permission to the agent/owner to provide trades people with their contact numbers in order to arrange any necessary maintenance.
- 30) **EMPLOYMENT/CONTACTS**
The Tenant/s shall notify the agent within 14 days of any change of employment or contact details.

SPECIAL CONDITIONS

SUMMARY

Once the Application is submitted and the Option Fee is paid:

Owners Action

- Accept or reject Application
- If Application is rejected by the Owner the Option Fee will be returned to you (by Direct Transfer ONLY – we cannot give you back cash)

Your Action

- I/We are aware that the Agent will carry out ALL inspections between normal business hours at the Agents' discretion.
- I/We hereby agree that the acceptance of this application is subject the approval by the Owner/Agent. I/We further understand that withdrawal after acceptance will result in forfeiture of the option fee without prejudice to the rights of the Owner/Agent.
- The Tenant is aware that the Owner has the right to increase the rent at 6 (six) monthly intervals.
- Should your application not be accepted, your option fee will be refunded to you by way of Direct Transfer into your nominated Bank Account ONLY. We cannot give it back to you as a cash payment. I am/we are over 18 years of age, not bankrupt and declare that the information given in this document is true and correct.

I/We understand that by submitting this application, and upon its approval, we agree to the full terms and conditions of the Lease Agreement and also agree that Routine Inspections may be conducted at the property without myself/us being present. We also understand and agree that photos will be taken at all Routine Inspections of the exterior and interior of the Premises

I/We understand that the rent may be increased in 6 (six) months. This will be in line with current market values and evidence will be given if and when required.

I hereby acknowledge that by signing below, I have read and understood all the conditions set out in the application.

Applicant 1: (signature)

Date

Applicant 2: (signature)

Date

Applicant 3: (signature)

Date