

Residential Tenancy Application Form Obtained From Viewing

Property: _____

Please read and follow these instructions carefully to ensure a smooth application process.

To submit an application please email it in its entirety to leasing@blackburne.com.au

Please note: We are unable to process incomplete applications. If there are any sections unsigned or incomplete, your application will not be processed.

When submitting this application, please ensure the following items are provided along with the completed and signed application form (if any of the applicable items are missing your application will not be processed):

1. **Identification** totaling 100 points (e.g., Drivers License & Passport = 100 points)
2. **Supporting Documentation** (e.g., pay slips, bank statements etc)
 - a. Self-employed – tax return, bank statement or accountant details
 - b. Home owners – rates notice, water account, proof of ownership
 - c. Overseas/Non Residents Applicants - written references are required
 - d. Applicants with no references – please include a cover letter explaining your current living circumstances and why you have no references
3. **Completing and Signing** - Each intended resident of the property over the age of 18 is required to complete their details within this form and sign where indicated.

Submission of this application **does not** guarantee the tenancy of this property. Reference, employment and past rental checks will be conducted and you will be advised of the outcome of your application. This process normally takes between 1-2 business days depending on reference and employer availability.

If your application is accepted, you will be required to pay all ingoing costs (Bond = 4 weeks rent + 2 weeks rent in advance) within 48 hours of acceptance. Payment method is BPay only

The applicant is aware that they will be notified if their application is successful or unsuccessful without explanation

Should you have any questions regarding the property, please contact the relevant leasing agent below:

ADRIJANA SERVEL Leasing Executive

1050 Hay Street West Perth WA 6005
 PO Box 422 West Perth WA 6872
T 08 9429 5777 **F** 08 9429 5766
D 08 9429 5746 **M** 0497 977 738
E adrijana.servel@blackburne.com.au
W blackburne.com.au



LOREN BOWDEN Leasing Executive

1050 Hay Street West Perth WA 6005
 PO Box 422 West Perth WA 6872
T 08 9429 5777 **F** 08 9429 5766
D 08 9429 5779 **M** 0433 998 975
E loren.bowden@blackburne.com.au
W blackburne.com.au



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: **Blackburne Property Group**

Address: **1050 Hay Street, West Perth, WA, 6005**

Telephone: Business: **9429 5777**

Facsimile: **9429 5766**

E-mail: **general@blackburne.com.au**

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" value="N/A"/> |
| (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



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YOUR (First Person's) PARTICULARS

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Place of Birth Family Name at Birth Australian Citizen Yes No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker Yes No

Personal References

a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Period of Employment

Phone No Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin
NAME ADDRESS TELEPHONE

Second Next of Kin
NAME ADDRESS TELEPHONE

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

First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

application to enter into residential tenancy agreement



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YOUR (Second Person's) PARTICULARS

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Place of Birth Family Name at Birth Australian Citizen Yes No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker Yes No

Personal References

a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Period of Employment

Phone No Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin
NAME ADDRESS TELEPHONE

Second Next of Kin
NAME ADDRESS TELEPHONE

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

First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

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YOUR (Third Person's) PARTICULARS

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Place of Birth Family Name at Birth Australian Citizen Yes No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Anything else to support Your Application

Smoker Yes No

Personal References

a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Period of Employment

Phone No Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin
NAME ADDRESS TELEPHONE

Second Next of Kin
NAME ADDRESS TELEPHONE

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

First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

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 / /

ANNEXURE A

SPECIAL CONDITIONS & TENANT OBLIGATIONS

LEASE & BOND – TENANCY COMMENCEMENT

The Tenant(s) agrees to sign the Residential Tenancy Agreement, pay two weeks rent and four weeks rent for bond within 48 hours of acceptance of the application.

INITIAL INSPECTION & PROPERTY CONDITION REPORT

The Tenant(s) acknowledges having viewed the premises at a scheduled home open or private viewing prior to making an application for tenancy, thereof and agrees that the state of the premises is shown in the Property Condition Report. The Tenant(s) will be given seven (7) days to make any amendments or queries to the Property Condition Report once received and return to the Agent.

PET SECURITY BOND

The Tenant(s) acknowledges and agrees that the Pet Bond may be applied to the cost of fumigation of the premises at the end of the tenancy.

CALENDAR MONTHLY RENTS

The Tenant(s) acknowledges and agrees that calendar monthly rent will be calculated using the method prescribed by the Department of Commerce;

Rent per week is DIVIDED by seven (7) days (daily rate), MULTIPLIED by 365 days (yearly rate) and then DIVIDED by twelve (12) months (calendar monthly rate).

RENT REVIEW

The Tenant(s) agrees to a rent review at each six (6) month interval. The rent may or may not be increased however the increase amount will be fixed to a maximum of 10% of the current rental amount.

DEBT COLLECTION, LEGAL ACCOUNTS & DISHONOURED BANK FEES

The Tenant(s) acknowledges and agrees they will be liable for any debts incurred by the Owner or the Agent via the Tenant's direct action or damage to the property and/or non-payment of rent/invoices and/or a dishonoured cheque or bank transaction or any expenses where a debt collection company has to be engaged.

ACCOUNTS

The Tenant(s) agrees to the payment of any invoices for miscellaneous charges issued by the Agent eg: gas, electricity, insurance excesses within fourteen (14) days of receipt of invoice.

CONTENTS INSURANCE

The Tenant(s) acknowledges and understands that they are responsible for the insurance of their own personal belongings during the tenancy (contents insurance). The Tenant(s) acknowledges that the Owner does not hold insurance cover for the Tenant(s) belongings. If the Tenant(s) wishes to insure their belongings, they must make their own enquiries and secure their own insurance policy.

INSURANCE

The Tenant(s) must not do or permit anything to be done, bring on to or keep on the premises anything which may invalidate or prejudice the conditions of any insurance policies relating to the premises or cause the premiums payable to be increased with respect to those policies.

EXCESS ON INSURANCE

If the Owner elects to claim on the Owner's insurance for any loss or damage that is attributable to an act or omission by the Tenant(s), the Tenant's visitors, or people associated with the Tenant(s) that amounts to a breach of this Residential Tenancy Agreement or would otherwise leave the Tenant(s) liable to the Owner for damages and the Owner is successful in relation to recovering any money for such damage, then the Tenant(s) will be liable to the Owner to pay any "excess" on any such insurance claim. This clause does not limit the liability of the Tenant(s) for acts of negligence, other breaches of this Residential Tenancy Agreement and this clause does not require the Owner to make any claim under any insurance policy held by the Owner.

The Tenant(s) acknowledges and agrees that the Tenant(s) bond may be applied in payment of any "excess".

INDEMNIFY THE OWNER

The Tenant(s) agrees to indemnify the Owner against any loss sustained by the Owner or any sum the Owner might at any time be liable to pay, as a result of:

- any damage to the premises, any furniture or chattels belonging to the Owner;
- any claim made against the Owner, whether in relation to property damage or personal injury; or
- any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this Residential Tenancy Agreement.

EMPLOYMENT

The Tenant(s) agrees to notify the Agent within fourteen (14) days of any change of employment as per s. 53 of the Residential Tenancies Act 1987 (WA) (the Act).

PETS

The Tenant(s) must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of the Form 1AA Residential Tenancy Agreement or with the prior written permission of the Owner. The Tenant(s) must not keep any restricted breed dogs as defined under Regulation 4 (Dangerous dog (restricted breed) breeds) of the Dog Regulations 2013 or any dog of a mixed breed which visibly contains any of the breeds listed in Regulation 4. The restricted dog breeds under Regulation 4 are as follows: dogo Argentino (Argentinean Fighting Dog), fila Brasileiro (Brazilian Fighting Dog), Japanese tosa, American pit bull terrier, pit bull terrier, perro de presa Canario or presa Canario or any other breed of dog the importation of which is prohibited absolutely by the *Customs (Prohibited Imports) Regulations* (Cth).

SMOKING

The Tenant(s) acknowledges that smoking is not permitted inside the premises, including balconies & common areas and agrees that the Tenant(s) will not smoke in the prohibited areas and will ensure none of the Tenant's visitors or guests smoke inside the premises, the balconies or the common areas.

CANDLES/ OPEN FLAMES

The Tenant(s) agrees to not leave open flames or live candles unattended in the premises at any time.

COMMUNICATION/PAY TV

The Tenant(s) acknowledges that the Owner makes no representations regarding the availability of telephone lines, internet lines or any other communications services to the premises. The Tenant(s) must make his or her own enquiries regarding the availability, cost and/or installation of those services. The Tenant(s) are permitted 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(s) pays all costs associated with that installation, attachment and/or removal.

Should the Owner request for the cabling and/or communications lines to be removed at the expiration of the tenancy, the Tenant(s) must remove them and repair any damage caused by that removal. Should the Owner provide permission to leave any cabling, telephone lines and/or communications lines installed or attached to the premises at the end of the tenancy then they shall become the Owner's property.

KEEPING PREMISES CLEAN

The Tenant(s) agrees to keep the premises clean in accordance with the Tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to s.38(1)(a) of the Act, the Tenant(s) must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin. The Tenant(s) agrees to eradicate insect and vermin infestations caused by the Tenant's activities or lack of cleanliness. The Tenant(s) acknowledges and agrees that if at any time the premises has absorbed an aroma from odours eg. cooking, spices, incense, urine, chemicals etc, then the Tenant(s) will deodorise or replace carpet, blinds, fabrics, wall paint or any other affected areas until the odour has been completely eradicated.

CHATELS

Except for matters required to be attended to by the Owner as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the Tenant(s) 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 Residential Tenancy Agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this Agreement and in accordance with the Property Condition Report (fair wear and tear excepted).

MOVEMENT OF CHATELS

The Tenant(s) must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the Inventory to the original positions described in those documents.

RESPONSIBLE CARE OF SURFACES

Pot Plants

The Tenant(s) agrees not to place pot plants directly onto carpets, tiles or floorboards. Pots must be moved on a regular basis to avoid moisture build up in the area and to prevent damage to the flooring. Any damage caused by this act, will result in the Tenant(s) being charged for repairs.

Floorboards

The Tenant(s) agrees to attach floor protectors underneath all furniture to avoid damaging the floorboards. Furthermore, any shoes that might possibly mark or damage the floors, for example, pointed heels & metal work boots, must not be worn on the floorboards as the Tenant(s) will be held responsible for any damages and costs to repair.

Benchtops

The Tenant(s) agrees not to place hot items such as saucepans, candles or incense directly onto any premises surfaces including kitchen and bathroom bench tops. Any damage caused by this act, will result in the Tenant(s) being charged for repairs.

Fixings

The Tenant(s) agrees not to affix any items to any surfaces of the premises with "Blutac", "3M" hooks, sticky tape or any similar product on any surface, nor to install pictures hooks or screws etc without the Owner's or Agents prior written permission. Any damage caused by this act, will result in the Tenant(s) being charged for repairs.

Appliances

The Tenant(s) agrees to clean stainless steel appliances using a soft cloth and **NOT** a scourer.

The Tenant(s) agrees to use stainless steel saucepans if the premises contains a glass cook top. Aluminium or copper based saucepans must not be used. Appropriate glass top cleaning products must also be used **E.G. Cerapol and Ceraseal**. The Tenant agrees to pay for any repairs required as a result of a breach of the above conditions.

WATER BEDS, AQUARIUM, SWIMMING POOL, SPA

The Tenant(s) must not, without the Owner's prior written permission install any water bed, aquarium, swimming pool, or spa on the premises. The Tenant(s) will be liable to the Owner for any costs or losses resulting from any damage caused to the premises (including any of the Owner's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa. The Tenant(s) acknowledges and agrees that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

BATTERIES & LIGHT GLOBES

The Tenant(s) agrees to replace any light globes or fluorescent light tubes and any batteries to intercom phones, remote controls or battery operated devices at their own cost.

LAUNDRY

The Tenant(s) agrees not to hang or display any laundry or other articles on any balcony or veranda.

WASHER/DRYER COMBINATION APPLIANCES

The Tenant(s) agrees to only use "High Efficiency Low Suds" laundry detergents in the washer/dryer as other types of detergent could potentially damage the appliance. Any damage caused by failing to use the correct detergent, will result in the Tenant(s) being charged for repairs.

USE OF DRIP TRAYS (IN GARAGE/CARPORT)

The Tenant(s) agrees to use drip trays on the garage/carport floor to prevent oil staining or the Tenant(s) will be responsible to pay for stain removal.

UNREGISTERED CARS & PARKING

The Tenant(s) agrees not to keep any unregistered vehicles on the premises and that no vehicles such as boats, trailers, motorbikes are to be parked outside of the carport or garage.

The Tenant(s) agrees to park in the car bay(s) allocated to the premises. If any Tenant(s) vehicle is clamped or fined due to parking in unallocated bays, the Tenant(s) acknowledges that the Agent/ Owner will not be held responsible for this action and all costs will need to be paid by the Tenant(s).

The Tenant(s) agrees to park registered vehicles in allocated parking locations/bays/carports and NOT on the lawn or garden area (if applicable). Any damage caused by parking on the lawns or garden area will result in the Tenant(s) being charged for its repair and restoration.

GARDENS & SURROUNDS

The Tenant(s) must regularly water, fertilize and maintain the garden, lawns & lawns edges and keep the grounds, including lawns, garden beds and paving areas clean and tidy and free from rubbish and weeds. The Tenant(s) must repair any reticulation damaged, negligently or intentionally, by the tenant or their guests.

The Tenant(s) acknowledges and agrees that gardens/lawns are to be watered on the registered watering days **only**. If the Owner is fined by the Water Corporation for failing to water on the correct days, the Tenant(s) agrees to pay the fine.

SIGNAGE/ADVERTISING

Tenant(s) are not permitted to display any sign or advertising material that is visible from the outside of the building.

DAMAGE & DISREPAIR

The Tenant agrees to report any damage to the Agent (in writing) as soon as practicable. Failure to do so will render the Tenant(s) liable for all costs and/or losses incurred by the Owner as a result of such failure to report.

The Tenant(s) must pay for any damage caused by the Tenant(s)'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(s) or anyone who is lawfully at the premises, in breach of clause 18 or 19 of Part B of the Residential Tenancy Agreement.

TRADE CALL OUT & SERVICE FEE

The Tenant(s) acknowledges and agrees to pay any call out and service fee of any trades person, arising out of or in connection with repairs and service of any utility or appliance, which is damaged due to the fault of the Tenant(s). The Tenant(s) acknowledges and agrees to pay any call out and service fee charged by the tradesperson as a result of missed appointments or meetings with the tradesman and the Tenants(s).

The Tenant(s) acknowledges and agrees to pay any call out and service fee charged by any trades person, arising out of the misuse or misunderstanding of the use of a utility or appliance eg pilot light to hot water system.

BUILDERS DEFECTS FOR BRAND NEW / NEAR NEW PROPERTIES

If the premises is brand new/near new, the Tenant(s) acknowledges that some building defects may become apparent during the term of the tenancy. The Tenant(s) is required to advise the Agent in writing of any defects so they can be reported to the builders for assessment and repair. The Tenant(s) acknowledges and understands as the builders are responsible for repairing any defects during the warranty period, the Owner/Agent does not have the authority to arrange the repairs by an independent contractor, therefore patience and understanding is required by the Tenant(s) with regards to the repairs. The Tenant(s) acknowledge and agrees the Owner/Agent will **NOT** pay compensation to the Tenant(s) or grant a rent reduction for any inconvenience caused by the defects. The Owner/Agent is responsible to ensure all is done to complete the repairs in a timely period but do not control independent contractors.

NON OCCUPATION

If the premises is going to be un-occupied for more than 28 days, the Tenant(s) agrees to notify the Agent in writing of this non-occupation. Failure to notify could result in the Tenant(s) being held liable for any damage sustained to the premises during this time.

CONTACT DETAILS

The Tenant(s) agrees to keep the Agent informed of current contact numbers and details of any changes of workplace or personal contact details.

OBJECTIONABLE BEHAVIOUR

The Tenant(s) 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.

INSPECTIONS

The Tenant(s) acknowledges that the first routine inspection will be carried out on the premises approximately six (6) to eight (8) weeks after the commencement of the initial Residential Tenancy Agreement. Routine inspections will then be carried out on a regular three (3) month basis for the full term of the tenancy. The Agent will use the office set of keys to gain access if the Tenant(s) cannot be present.

The Tenant(s) acknowledges and agrees to digital photos being taken during the inspection and to ensure that all rooms are made available for inspection.

KEYS & LOCKS

The Tenant(s) agrees not to change any locks at the premises. If the Tenant(s) locks themselves out of the premises or loses their keys, the Tenant acknowledges that the Agent may not have an office set of keys available and that the Agent will only be available to assist during office hours. In the case where an office set is NOT available or is outside of business hours, it is the Tenant's responsibility to engage a lock smith at the Tenant's cost.

The Tenant(s) acknowledges that they will be provided with 1 set of security remote controls, where applicable. If the control is lost, broken or not working due to damages, the Tenant(s) must pay for replacement.

SMOKE ALARMS AND RCDS

The Tenant(s) acknowledges the importance of maintaining the smoke alarms and RCDs and agrees to ensure that they are kept clear of cobwebs, dirt and debris. The Tenant(s) is not allowed to remove, cover or open any smoke alarms except to replace the battery. Batteries are not to be removed unless being replaced immediately. If any smoke alarm or residual current device is not at any time in good working order, the Tenant(s) must advise the agent as soon as practicable.

NOTICE OF INTENDED VACATION

The Tenant agrees to give the Agent a minimum of thirty (30) days notice in writing of their intention to vacate the premises on the expiry date of the Agreement. If the Agreement has expired (and the Agreement has become periodic) the Tenant(s) is required to give a minimum of twenty one (21) days notice in writing of their intention to vacate.

The Tenant(s) agrees to allow the Agent to show prospective Tenants through the premises when reasonable notice is given.

EARLY TERMINATION

The Tenant(s) acknowledges their legal responsibility to honour the terms and conditions of their Residential Tenancy Agreement. This Agreement may be terminated under certain conditions by making a written application to the Owner. Permission may be granted (in writing), and will require the Tenant(s) to compensate the Owner for any financial loss caused by terminating their Agreement early, including but not limited to the points below;

1. The Tenant(s) agrees to continue to pay rent, without deduction until the premises is re-let or the Residential Tenancy Agreement expires, whichever is the sooner.
2. The Tenant(s) agrees to compensate the Owner for all advertising costs incurred in the re-letting process.
3. The Tenant(s) agrees to compensate the Owner for the Agent's Final Bond Inspection Fee and any update of the Property Condition Report completed prior to the new tenancy commencing.
4. The Tenant(s) agrees to reimburse the Owner for any unexpired portion of the Letting Fee paid by the Owner to the Agent at the commencement of the tenancy.
5. The Tenant(s) agrees to maintain the rented premises, including the interior, lawns, gardens and pool (if applicable) until the premises is re-let or the Residential Tenancy Agreement expires, whichever is the sooner.
6. If the premises needs to be relet at a lower rent rate than what the current Agreement states, the Tenant(s) agrees to compensate the Owner for the financial loss caused by the difference between the new rent rate and the rent rate the Tenant(s) agreed to in their Agreement.
7. The Tenant(s) agrees to compensate the Owner for any costs incurred with Tenant(s) enquiry fees.
8. All other costs as advised in writing upon the Tenant(s) written request to terminate the agreement

The Tenant(s) agrees to allow the Agent to show prospective Tenants through the premises when reasonable notice is given.

PREPARING THE PREMISES READY FOR FUTURE TENANCY

All cleaning, gardening and repairs must be completed BEFORE the keys and premises are returned to the Agent.

BOND DEDUCTIONS

It is an offence under s.52 of the Act to not pay rent with the intention that it is to be deducted from the bond upon vacating (penalty is \$5000). The bond is to be used for re-imbusement to the Owner where any damage, other than where fair wear and tear has occurred. The Residential Tenancy Agreement requires that the premises be regularly maintained, it is therefore not acceptable or satisfactory to leave cleaning, gardening and maintenance items until the conclusion of the Residential Tenancy Agreement or vacating date.

SWIMMING POOL/SPA

The Tenant(s) 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 the Residential Tenancy Agreement. This includes the purchase of any necessary chemicals by the Tenants(s), at the Tenant(s) cost to maintain the pools optimum chemistry level. The Tenant(s) must not drain the pool without the Owner's written consent.

If at the commencement of the Agreement the Owner provided pool chemicals to the Tenant(s), then a comparable quantity of the same chemicals are to be provided by the Tenant to the Owner at the end of the Agreement. If the portable pool cleaning equipment was located in a locked area on the premises, the Tenant(s) must return all equipment to the same location at the end of the tenancy. If the Tenant(s) has been provided with a professional pool company certificate verifying the condition of the pool at the commencement of their tenancy, the Tenant(s) is required to produce an equivalent certificate upon vacating the premises.

CARPET CLEANING & FURNISHED/EQUIPPED PROPERTIES

The Tenant(s) agrees to arrange the professional steam cleaning (not dry cleaned) of all carpets, rugs, curtains, upholstered chairs and sofas and mattresses upon vacating the premises and will provide a copy of the receipt to the Agent with the keys.

If the Tenant(s) chooses to use a professional cleaning company other than the companies recommended by the Agent, the Agent may require the items to be re cleaned at the Tenant(s) expense if the work was not completed to a satisfactory standard (as determined by the Agent, at the Agent's absolute discretion).

Upon vacating, the Tenant(s) agrees to thoroughly clean and wash all manchester and household linen including but not limited to bath towels, tea towels, bed sheets, blankets, doonas, duvet (inc covers) and mattress protectors.

UPON VACATING

1. The Tenant(s) shall at the time of delivering up possession of the premises notify the Owner of:
 - a. The address at which she/he intends to next reside; and
 - b. His/Her postal address as per s.53 (3) of the Act (Penalty \$5000)
2. The Tenant(s) must allow access for prospective new Tenants to be shown through the premises during at least the last 21 days of the tenancy, at mutually agreeable times.
3. The Tenant(s) shall be deemed to be in possession of the premises until the Agent receives all the keys, remotes, swipe cards and fobs to the premises. Failure to return the keys will result in rent being charged on a daily basis until all keys and other items are returned. Keys are to be returned to the Agents office by 5.00pm on the vacating date.
4. If all keys are not returned to the Agent, this may result in the locks being changed and the Tenant(s) will be responsible for the cost of the replacement of the locks and keys
5. The Tenant(s) is responsible for removing ALL belongings and rubbish prior to vacating. If the bin is left out, the bin **MUST** be taken back in off the verge, or the Tenant(s) may incur rubbish removal costs.

PRIVACY ACT 1988 - COLLECTION NOTICE

Personal information collected by the Owner's Property Manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy and is collected for the purpose of being used in managing the Tenancy of the premises and the Tenant(s) hereby consents to that collection and use.

The information collected in this Agreement, in the Property Condition Report and during the period of the management of the tenancy may be disclosed by the Owner's Property Manager to other parties as permitted by the Privacy Act 1988 including the existing Owner, subsequent Owners, courts of law, other real estate agents and operators of tenancy reference databases. Further, information already held on tenancy reference databases may be accessed by the Owner's Property Manager.

If the Tenant(s) wishes to contact the Owner's Property Manager or access the personal information the Owner's Property Manager may hold regarding the Tenant(s), the Tenant(s) may do so by contacting the Owner's Property Manager at the address described in Part A. The Tenant(s) 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 Owner's Property Manager may not be able to manage the tenancy.

TENANT DATABASES

This office is a member of the TICA and the Veda’s National Tenancy Database.

These are national information services to the Real Estate Industry on defaulting Tenants. Our office is a supporter of the services and advises that should a default occur under your Residential Tenancy Agreement, the information will be listed on the above data bases. Once listed, the information will remain on file until any defaults are rectified or for a maximum of 3 years.

This may increase the difficulty when relocating as the above data registers have a strong membership throughout Australia. We look forward to a harmonious Agent/Tenant relationship, and will only follow this course of action when absolutely necessary and as permitted by the Residential Tenancies Act.

The Tenant(s) acknowledges and agrees to the above notice and confirms that they understand and agree that their name will be added to the Data Base if they breach the Agreement in any way.

DECLARATION

The Tenant(s) declares that by signing this document, they agree to all Special Conditions listed within this Annexure. The Tenant(s) also agrees that they have read and understand the terms and conditions of the Tenancy Agreement and the Special Conditions.

Signed by the APPLICANT/S

_____/_____/_____
[Signature of tenant] Witness (name and signature) Date

_____/_____/_____
[Signature of tenant] Witness (name and signature) Date

_____/_____/_____
[Signature of tenant] Witness (name and signature) Date

_____/_____/_____
[Signature of tenant] Witness (name and signature) Date