

**SPECIAL CONDITIONS TO FORM
PART OF THE TENANCY AGREEMENT**

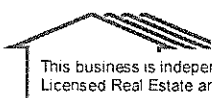
- 1) The tenant is aware that all services (including telephone, gas and electricity) must be connected in the tenants own names upon taking possession of this property and that they are responsible for all charges in respect to such connections.
- 2) The tenants are aware that all water consumption will be calculated on a biannual basis then calculated accordingly with the period of occupancy. The cost of a special water meter reading will be borne by the tenants and carried out at the end of the tenancy.
- 3) Either you or someone whom you trust **MUST** inspect the property with the property manager prior to making an application. Looking through the windows is not sufficient.
- 4) A holding deposit equivalent to **ONE WEEK** rent must be paid in **CASH** to the agency when lodging the application. Your application will **NOT** be processed unless this has been paid.
- 5) If your application is successful, you will be required to pay the balance of monies (4 weeks rent for Bond and 2 weeks rent) in **CASH** prior to or at the time of signing your tenancy agreement. Personal cheques **WILL NOT** be accepted under any circumstances.
- 6) Should you wish to withdraw your application on the property after being accepted, your deposit will be forfeited.
- 7) Applications may take a minimum of 1-2 working days to process. You will be called after this time and advised if your application was successful.
- 8) If any further occupants wish to reside at the property they must complete an application form and be approved by the owner **PRIOR TO MOVING IN.**
- 9) If the property has floorboards the tenant shall take due care to prevent damage/scratching. It is recommended that floor protectors are attached to legs of furniture.
- 10) To avoid damage, pot plants must not be placed directly onto carpets, tiles or floorboards.
- 11) **The tenant agrees to use drip tray/s on the garage/carport floor to prevent oil staining.** Should stains be evident at final inspection the tenant may be liable for the cost of professional stain removal.
- 12) The tenants and/or their guests acknowledge that there is to be no smoking inside the property at any time and litter from cigarettes/cigars must be disposed of appropriately.
- 13) The tenants are aware and acknowledge that rent must be kept at least one week (7 days) in advance at all times.
- 14) The tenant is aware and acknowledges that if their rent should fall **two (2) days in arrears an Overdue Rent Notification** will be issued and then if rent is not paid up to date and one (1) week in advance at **seven (7) days a Form 1B or Notice of Termination** will be issued. This will also be recorded and will act against them on any future rental references required.

Tenant initial

Tenant initial

Tenant initial

Tenant initial



- 15)The tenant is aware and acknowledges that all **carpets are to be professionally cleaned upon vacating the property or at the twelve (12) month renewal by an approved contractor and a receipt must be provided to the agent** upon the return of the keys or at the time when the new lease is signed by all parties.
- 16)Immobile and/or unregistered vehicles/car parts are not to be kept at the property for longer than two (2) weeks.
- 17)The tenant **is not to park any vehicle on the lawn areas** and must instruct any visitor to the property to refrain from doing so also.
- 18)The tenant and/or their guests shall not carry out any major vehicle repairs at the premises.
- 19)The tenants shall not drill or bore any holes in any wall or opening or affix posters without the prior consent in writing from the Agent. **BLUE TAC or similar is strictly forbidden.**
- 20)Oil or grease marks are to be removed from driveways, porches and carport/garage floors BEFORE each and every inspection.
- 21)Interior and exterior window panes fly wire screens, light fittings, doors, door tracks and sills are to free of dirt, grease, grit and insect remnants, interior skirting boards, and cornices are to be free of dust, dirt and spider cobwebs.
- 22)The tenants acknowledge that they are responsible for maintaining all reticulation outlets and sprinkler heads in good working order, free from overgrowth and in useable condition on a regular basis throughout the tenancy including replacements, repair and servicing of stolen or damaged materials.
- 23)The tenants are to abide by any water restrictions that are in place at any time. Should any fine be issued for disregarding the restrictions, the Tenant agrees to pay the full amount of the fine issued.
- 24)While it is acknowledged that in general terms the Landlord is responsible for the repair and maintenance for 'wear and tear' nature, the tenant agrees to pay accounts where it can be shown the repairs are of misuse by the tenants and their family or any visitor to the property (other than someone there on behalf of the Agent or Landlord) The tenant is aware that they are responsible for reticulation fittings and flywire on security screens.
- 25)It is the responsibility of the tenants to rectify any damage or complaint (IMMEDIATELY) that may be caused as a result of any pet at the property.

The Tenant/s acknowledges having read and completely understands the contents of this 2 page annexure to the Application Form and Lease.

Tenant signature Date

Tenant signature Date

Tenant Signature Date

Tenant signature Date



STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

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

INFORMATION FROM APPLICANT

Applicant: Mr/Mrs/Ms.....Telephone

Applicant: Mr/Mrs/Ms.....Telephone

Applicant: Mr/Mrs/Ms.....Telephone

Surname

First Name

Middle Name

TENANCY DETAILS

1. Premises.....
.....

2 The tenancy is required for a period ofmonths From To

3 At a rental of \$.....

4 Total number of persons to occupy Premises Adults Children
Ages Ages

5 Pets - Type of Pet Breed..... Number Age
Type of Pet Breed..... Number Age

6 Do you intend applying for a residential tenancy bond from a State Government Department? Yes No
If yes, \$..... Branch

7 Option Fee \$.....

8 If offer accepted, Period of Option: business days from acceptance of Application (see item 28)

AMOUNTS PAYABLE (if option exercised and lease entered into)

9 Security deposit bond of \$.....

10 Pet bond (if applicable) \$.....

11 Rent paid to/...../..... \$.....

12 Total due \$ Option Fee (payable on
(\$.....) application)

13 BALANCE OWING (cash or financial institution cheque only) \$.....

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

14. The amounts referred to in Items 9 to 13 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
15. The Applicant will not be entitled to occupation of the Premises until:
 - (i) vacant possession is provided by the current occupant of the Premises;
 - (ii) the Lease is signed by the Applicant; and
 - (iii) the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises.
16. The persons comprising the Applicant are not bankrupt and they each declare that all of the information supplied in the Applicant's Particulars are true and correct and are not misleading in any way.
17. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
18. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease", including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 to 13.
19. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
20. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
21. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
22. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
23. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant will be deemed to be service on them all.

PRIVACY

24. **The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.**
The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application, to manage the tenancy and to conduct the Agent's business. Personal information collected about the Applicant 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 landlord, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other real estate agents.
If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent.
The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.
If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

OFFER OF OPTION TO OWNER

25. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's 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, will be the amount referred to in item 7. The period of the Option will commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm two business days after the acceptance of the Application and Offer.
26. The Option is exercised by the Applicant either:
 - (i) executing the Lease; or
 - (ii) taking possession of the Premises with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;
 whichever occurs first.
27. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987.
28. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. **The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.**

[] initials



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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE
b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid
Address
Phone No
Rental Paid \$..... Period rented From To.....
Reasons why leaving

(ii) Previous address of Applicant
Name of previous owner or managing agent to whom rent was paid
Address
Phone No
Rental Paid \$..... Period rented From To
Reasons why leaving

(iii) Occupation
Employer Period of employment
Phone No Wage \$.....
If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)
First person NAME ADDRESS TELEPHONE
Second person..... NAME ADDRESS TELEPHONE
Emergency Contact (name and address and telephone)
First person NAME ADDRESS TELEPHONE
Second person..... NAME ADDRESS TELEPHONE

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid
 Address
 Phone No
 Rental Paid \$..... Period rented From To.....
 Reasons why leaving

(ii) Previous address of Applicant
 Name of previous owner or managing agent to whom rent was paid
 Address
 Phone No
 Rental Paid \$..... Period rented From To
 Reasons why leaving

(iii) Occupation
 Employer Period of employment
 Phone No Wage \$.....
 If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)
 First person
NAME ADDRESS TELEPHONE
 Second person
NAME ADDRESS TELEPHONE
 Emergency Contact (name and address and telephone)
 First person
NAME ADDRESS TELEPHONE
 Second person
NAME ADDRESS TELEPHONE



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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid
 Address
 Phone No
 Rental Paid \$..... Period rented From To.....
 Reasons why leaving

(ii) Previous address of Applicant
 Name of previous owner or managing agent to whom rent was paid
 Address
 Phone No
 Rental Paid \$..... Period rented From To
 Reasons why leaving

(iii) Occupation
 Employer Period of employment
 Phone No Wage \$.....
 If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)
 First person
NAME ADDRESS TELEPHONE
 Second person.....
NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)
 First person
NAME ADDRESS TELEPHONE
 Second person.....
NAME ADDRESS TELEPHONE

(This page is not part of the Application)
OFFICE ONLY

Premises.....
Owner

Applicant

Current Managing Agent/Owner report including details of any breaches

Previous Managing Agent/Owner report including details of any breaches

Pets: Yes/No Type and Number of Pets

Gardens comments

Pool/spa comments.....

Tenancy Database

If Applicant(s) is a new resident two work references from:
Copies sighted / /
Employer phoned / / spoke to

	OCCUPATION CONFIRMED			EMPLOYED SINCE	ACCEPTED BY	REFERENCE CHECK
	Temporary	Part-time	Permanent			
1						
2						
3						

Owner's Comments

Date of Owner's Approval/Rejection.....

Date Option granted to Applicant Date Option expires.....



EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

Only complete an application and pay the option fee if you are sure that you want to enter into a lease with the owner for the particular premises, or hold the premises for a period.

This explanation is intended for a person who is applying through a REIWA member agent for a residential property lease using REIWA approved documents.

The owner 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 owner of the premises to determine in their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent.

The form "STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the lease.

The purpose of this form is:

Firstly, to inform the owner of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.

Secondly, 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 and the initial rent payment.

Thirdly, to make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.

Fourthly, to create an option to take the premises. If the owner accepts your application, then the owner gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner's agent informs you that your application has been approved in which to make a final decision if you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the owner will keep the option fee.

Summary

- | | |
|------------------------|---|
| Your action: | 1. Complete application |
| | 2. Submit application with the option fee |
| Owner's action: | 3. Accept or reject application |
| | If application is rejected then option fee is returned. |
| Your action: | 4. If application is accepted, then you have a period of time to enter into the lease. |
| | 5. If you withdraw after acceptance by the owner, then you will forfeit the option fee. |

