www.ockerby.com.au

ERBY

1/103 Erindale Road, Balcatta WA 6021 T 6243 7377 pm1@ockerby.com.au

### **APPLICATION TO LEASE PROPERTY**

Ockerby Real Estate offers flexible property viewings of properties.

Should you wish to view any of the properties please contact our office on **6243 7377.** 

For further information on any of the listed properties please visit ockerby.com.au

When applying for a rental property you will require:

- Option Fee: \$50 for rents up to \$500 per week ; \$100 for rents over \$500 per week
- Proof of last residential address.
- Proof of income.
- > Written information of current and past rental references.
- Current Identification drivers license, birth certificate; passport; Medicare card; bank card etc.

Please note that once your application has been approved for tenancy, the option fee is not refundable, once the option period has expired.

We endeavour to process applications as quickly as possible. To help speed this process up, please supply the relevant above information and inform all references that they will be contacted.

All applications are checked on the National Tenancy Database.

Option fees and tenancy commencement monies can be paid in cash however on going rents are only accepted via bank transfer & B'pay.

All option fees are refundable via direct credit (bank details required).

On signing your tenancy agreement the following payment is required in cash or bank cheque:

- Bond : 4 weeks rent
- Rent : 2 weeks rent (Option fee will be receipted as one week)
- Pet bond : if applicable maximum of \$260.00

Your option fee can be deposited in our Trust Account – Westpac ; Ockerby Real Estate REBA Trust Account **BSB 036-072 ; A/C 368386**. Please use your **Surname** as a reference and email <u>pm1@ockerby.com.au</u> with the receipt.

### Please refer to the Ockerby Real Estate Privacy Policy.



### **Ockerby Real Estate Privacy Policy**

Ockerby Real Estate understands that your privacy is important to you, and is committed to complying with its obligations under the Privacy Act, 1988.

In its activities as a real estate agency, Ockerby Real Estate may collect the following types of personal information:

- The obtaining of information from vendors used with respect to the marketing and sale of real estate properties and businesses;
- The collection and use of information from databases of comparable sales of properties and businesses and in order to assist in the marketing of those properties and businesses; 

   Information from purchasers and potential purchasers of properties and businesses;
- Data obtained from third parties for the use of marketing, selling and leasing real estate properties and businesses

Under the Privacy Act, an individual is entitled to obtain access to personal information held by this real estate agency with respect to that individual, subject to relevant exemptions of the Act. A fee may be charged based on the administrative costs of supplying the information requested.

If individuals believe that information held relating to them is incorrect they are entitled to request that this real estate agency corrects that information.

Should any person wish to obtain further information with respect to the type of personal information Ockerby Real Estate may hold; the purposes for which Ockerby uses that information and/or the way in which this real estate agency manages that information, that person should not hesitate to contact Ockerby Real Estate.

I have read and fully understand the above privacy policy and wish to continue my application.

PRINT NAME	SIGN	DATE
PRINT NAME	SIGN	DATE
PRINT NAME	SIGN	DATE



### **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:	1.	Complete this Application.
Residential Tenancy Agreement:		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:	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:	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:	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 Teanancy 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:		
Address 1			
Address 2			
Suburb		State	Postcode

#### FROM: Proposed Tenants' Names:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

TO:	The Property Manager:					
Agency Name	Ockerby Real Estate					
Address	1/103 Erindale Road, Balcatta, WA, 6021					
Telephone	6243 7377 Facsimile					
E-mail	pm1@ockerby.com.au					



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

1.	Premi	ses		
	Addre	ss 1		
	Addre	ss 2		
	Subur	b	State     Postcod	e
2.	Rent	\$		per week
З.	Optior	n Fee (if applicable) \$		
4.	lf You money	are the successful applicar / to the Property Manager:	nt, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the followin	Ig
	REQU	IIRED MONEY		
	(a)	Security bond of	\$	
	(b)	Pet bond (if applicable)	\$	
	(c)	First two weeks rent	\$	
	(d)	Less Option Fee (if paid)	\$	
	(e)	Total	\$	



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### PART B (TO BE COMPLETED BY YOU)

NOTE: This document is not a Residential Tenancy Agreement and does not grant any right to occupy the Premises

	INFORMATION FROM "YOU" (the pr	oposed 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	Numb	er	Age
	Type of Pet Breed	Numb	er	Age
9.	Do You intend applying for a residential tenancy bond from a State Government Departm	ient? Yes	No	
	If Yes, \$Branch:			
0.	Bank account details for refund of Option Fee (if applicable)			
	Bank: BSB:			
	Account No.: Account	Name:		
	Any Special Conditions requested by You:			
2.	<b>NOTE</b> : The Lessor is not obliged to accept any of the Your Special Conditions. The address at which You wish to receive the Residential Tenancy Agreement if You are s	successful and/or not	ices relating to t	
				enancy
	Email (optional):	· · · · · · · · · · · · · · · · · · ·		enancy
	Fax (optional):			enancy
				Postcode
	Fax (optional): Postal address (required):			
	Fax (optional):     Postal address (required):     PO Box   Town/City			
3.	Fax (optional):       Postal address (required):       PO Box     Town/City       Address 1			Postcode
	Fax (optional):       Postal address (required):       P0 Box     Town/City       Address 1       Address 2	plication is true and c	orrect and is not	Postcode misleading in anyway.
3. 4. 5.	Fax (optional):         Postal address (required):         PO Box       Town/City         Address 1         Address 2         You declare that You are not bankrupt and that all of the information supplied in this Applied in this Applied in the information supplied in the informatin supplicin supplicit supplicit supplicin supplicin sup	plication is true and c Premises in the cond	orrect and is not ition it was in as	Postcode misleading in anyway. at the date of inspection.
ŀ.	Fax (optional):         Postal address (required):         PO Box       Town/City         Address 1         Address 2         You declare that You are not bankrupt and that all of the information supplied in this App         You acknowledge that, having inspected the Premises, You will accept possession of the         By Signing this application You are making an application to lease the Premises. The Less	plication is true and c Premises in the cond sor may or may not so ncy Agreement for th esidential Tenancy Ag	orrect and is not ition it was in as and You a propos e Premises whic greement will be	Postcode misleading in anyway. at the date of inspection. sed Residential Tenancy h will contain information comprised of



- 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
    - (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.
    - 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

(b)

- (a) "Act" means the *Residential Tenancies Act 1987* including any amendments.
  - "Application" means this Application to enter into a Residential Tenancy Agreement.
  - "Business Day" means any day except a Sunday or public holiday in Western Australia.

"Lessor" means the person/entity with the authority to lease the Premises.

- "**Option Fee**" means a payment as referred to in section 27(2)(a) of the Act. The amount of the Option Fee is specified in Part A of this application. The amount of the Option Fee is capped as follows:
- (i) where the weekly rental under the Residential Tenancy Agreement is \$500 or less, an Option Fee of up to \$50 is payable;
- (ii) where the weekly rental under the Residential Tenancy Agreement exceeds \$500, an Option Fee of up to \$100 is payable;
- (iii) where the Residential Tenancy Agreement is for residential premises south of the 26th parallel of south latitude and the weekly rent is \$1,200 or more, an Option Fee of up to \$1,200 is payable.

"Premises" means the address specified on the first page of this document. Any items included or excluded will appear in Part A of the proposed Residential Tenancy Agreement.

"Property Manager" means the real estate agent appointed by the Lessor to lease and manage the Premises.

"Residential Tenancy Agreement" means an agreement in writing in the form prescribed by the Act, comprising of Parts A, B and C. Part C will include additional special conditions as agreed between the parties.

- "You" or "Your" means the person or persons making the Application to Lease the Premises.
- (b) All acts and things that the Lessor is required or empowered to do may be done by the Lessor or their Property Manager.
- 21. You agree that for the purpose of this Application, the Lessor or Property Manager may make enquiries of the persons given as referees, next of kin or emergency contacts provided by You, and also make enquiries of such other persons or agencies as the Lessor may see fit.

The personal information You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to verify Your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about You in this Application and during the course of the tenancy if the Application is successful may be disclosed for the purpose for which it was collected to other parties including to the Lessor, referees, other Property Managers, prospective lessors, third party operators of residential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases may also be disclosed to the Property Manager or Lessor.

If You enter into the Residential Tenancy Agreement or You fail to comply with Your obligations under any Residential Tenancy Agreement that fact and other relevant personal information collected about You during the course of this Application (including information provided separately to this application) or the Residential Tenancy Agreement may also be disclosed to the Lessor, third party operators of tenancy reference databases (to the extent permitted by law), other Property Managers, prospective lessors and prospective buyers of the Premises.

If You would like to access the personal information the Lessor or Property Manager holds, You can do so by contacting the Property Manager. See also the attached notice regarding use of residential tenancy databases.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Application, is not provided, the Property Manager may not be able to process the Application, or the Residential Tenancy Agreement properly or manage the tenancy properly.

Name:		
	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		
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: <u>www.tica.com.au</u>

#### (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:** <u>info@ntd.net.au</u>
  - (v) Website: <u>www.ntd.net.au</u>

#### (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:
  - Postal and fax application forms can be downloaded from <u>www.tica.com.au</u>. 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 <u>www.ntd.net.au</u>. 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.



YOUR	(First Person's)	PARTICULARS						
Given Nan						Family Name		
Address 1								
Address 2								
Suburb							State	Postcode
Phone No	Work			Mobile			Home	
Email								
Date of Bi	rth	Place of Birth			Family Nam	e at Birth		Australian Citizen Yes No
					1			
росим	ENTS TO CONFI	RM YOUR IDENTI	тү					
Drivers Lic			State			Passport No		
Other ID				L				
Proof of Ic	dentification (licence i	number/bankcard etc)				I.		
	pe & Registration No							
	else to support Your /							
Smoker	Yes No							
							TELEPHONE	
Personal F							TELEPHONE	
	- /	<u></u>					TELEPHONE	
(i)	Name of current less	or or managing agent	to whom	rent is paid				
							Phone No	
	Address							
	Rental Paid	\$		Period Rent	ed From		То	
	Reason for leaving							
(ii)	Previous address of a	Applicant						
	Name of previous les	ssor or managing ager	it to whor	m rent was paid				
							Phone No	
	Address							
	Rental Paid	\$		Period Rent	ed From		То	
	Reason for leaving							
(iii)	Occupation					(Note: Your Em	ployer may be co	ontacted to verify employment)
	Employer						Phone No	
	Period of Employme	nt					Wage \$	
	If less than 12 month	is, name and address	of previou	ıs employer				
	Explanation if no em	ployment:						
(iv)	Next of Kin (Note: Th	nese people may be co	ntacted t	o verify particulars	)			
	First Next of Kin	NAME					TELEPHONE	
		ADDRESS						
	Second Next of Kin	NAME					TELEPHONE	
	Second Next of Kill	ADDRESS					TEELTHONE	
				) <b>Г</b> .				
			d telepho	ne) [Note: These	people may be	e contacted to verify par		
	First Contact	NAME					TELEPHONE	
		ADDRESS						
	Second Contact	NAME					TELEPHONE	
		ADDRESS						



YOUR	Second Pers	ion's) PARTICULA	RS					
Given Nan			-			Family Name		
Address 1								
Address 2								
Suburb							State	Postcode
Phone No	Work			Mobile			Home	
Email							- J J.	
Date of Bi	rth	Place of Birth			Family Name	e at Birth		Australian Citizen Yes No
	L.							
DOCUM	ENTS TO CON	FIRM YOUR IDENT	ITY					
Drivers Lic	ence No		State			Passport No		
Other ID								
Proof of Ic	lentification (licer	nce number/bankcard etc	)					
Vehicle Ty	pe & Registratior	ı No						
Anything	else to support Yo	our Application						
Smoker	Yes No							
Personal F	References a)	NAME					TELEPHONE	
	b)	NAME					TELEPHONE	=
(i)	Name of current	lessor or managing agen	t to whom	rent is naid				
.,				F			Phone No	5
	Address							
	Rental Paid	\$		Period Ren	ted From		То	
	Reason for leavir	ıg						
(ii)	Previous address							
	Name of previou	s lessor or managing age	nt to whor	n rent was paid			_	
		1					Phone No	
	Address							
	Rental Paid	\$		Period Ren	ted From		То	
	Reason for leaving	ıg						
(iii)	Occupation					(Note: Your Emp	loyer may be	contacted to verify employment)
	Employer						Phone No	2
	Period of Employ	rment					Wage	\$
	If less than 12 m	onths, name and address	of previou	s employer				
	Explanation if no	employment:						
(iv)	Next of Kin (Note	e: These people may be co	ontacted to	o verify particulars	5)			
	First Next of Kin	NAME					TELEPHONE	
		ADDRESS						
	Second Next of k	(in NAME					TELEPHONE	
	Second Next of M	ADDRESS					TELEFIIONE	-
				_				
		act (name and address ar	id telephor	ne) [Note: These	people may be	contacted to verify part		
	First Contact	NAME					TELEPHONE	
		ADDRESS		<u></u>				
	Second Contact	NAME					TELEPHONE	
		ADDRESS						



YOUR ( Given Narr	Third Person's	) PARTICUL/	ARS		Family Name		
Address 1					,		
Address 2							
Suburb						State	Postcode
Phone No	Work		I	Mobile		Home	
Email						I	
Date of Bir	rth	Place of Birth		Family N	lame at Birth		Australian Citizen Yes N
росимі	ENTS TO CONFIF	RM YOUR IDEI	ΝΤΙΤΥ				
Drivers Lic			State		Passport No		
Other ID							
Proof of Id	lentification (licence r	number/bankcard	etc)		u		
Vehicle Ty	pe & Registration No						
Anything e	else to support Your A	Application					
Smoker	Yes No						
Personal R	References a) NAM	E				TELEPHONE	
	b) nam	E				TELEPHONE	
(i)	Name of current less	or or managing a	gent to whom rent is	s paid			
						Phone No	
	Address		1				
	Rental Paid	\$		Period Rented From		То	
	Reason for leaving						
(ii)	Previous address of <i>i</i>	Annlicant					
	Name of previous les		gent to whom rent	was naid			
						Phone No	
	Address						
	Rental Paid	\$		Period Rented From		То	
	Reason for leaving						
	Reason for leaving						
(iii)	Occupation				(Note: Your F	mnlover may be co	ntacted to verify employment)
	Employer					Phone No	
	Period of Employme	at				Wage \$	
	If less than 12 month		oss of provious omn	lovor		wage 5	
				loyei			
	Explanation if no em	nlovment					
(iv)	Next of Kin (Note: Th	iese people may t	e contacted to verif	y particulars)			
	First Next of Kin	NAME				TELEPHONE	
		ADDRESS					
	Second Next of Kin	NAME				TELEPHONE	
	σεισημινεχί ΟΙ ΚΙΠ	ADDRESS				IELEPHUNE	
						-	
			s and telephone) [	Note: These people ma	ay be contacted to verify p	T	
	First Contact	NAME				TELEPHONE	
		ADDRESS					
	Second Contact	NAME				TELEPHONE	
		ADDRESS					



	Fourth Person	s) PARTICULA	25								
Given Nar		<u>JI ANICOLA</u>			Family Name						
Address 1											
Address 2											
Suburb						State	Postcode				
Phone No	Work			Mobile		Home					
Email											
Date of Bi	rth	Place of Birth		Family Na	me at Birth		Australian Citizen Yes No				
росим	ENTS TO CONFI	RM YOUR IDENTI	тү								
Drivers Lio	ence No		State		Passport No						
Other ID			<u> </u>								
Proof of Id	dentification (licence )	number/bankcard etc)									
Vehicle Ty	vpe & Registration No										
Anything	else to support Your /	Application									
Smoker	Yes No										
Personal F	References a) NAM					TELEPHONE					
	b) NAM	1E				TELEPHONE					
(i)	Name of current less	or or managing agent	to whom rent	is paid		F					
						Phone No					
	Address										
	Rental Paid	\$		Period Rented From		То					
	Reason for leaving										
(ii)	Previous address of a	Applicant									
		ame of previous lessor or managing agent to whom rent was paid									
				Phone No							
	Address										
	Rental Paid	\$		Period Rented From		То					
	Reason for leaving					i <u> </u>					
(iii) Occupation (Note: Your Employer may be contacted							tacted to verify employment)				
	Employer				、	Phone No	, , , ,				
	Period of Employme	nt				Wage \$					
		an 12 months, name and address of previous employer									
	Explanation if no em	ployment:									
(iv)	Next of Kin (Note: Th	nese people may be co	ntacted to veri	ify narticulars)							
()	First Next of Kin	NAME		, particulars,		TELEPHONE					
		ADDRESS				TELEFIIONE					
	Second Next of Kin	NAME				TELEPHONE					
		ADDRESS									
	Emergency Contact	name and address an	d telephone)	[Note: These people may	be contacted to verif	fy particulars.]					
	First Contact	NAME				TELEPHONE					
		ADDRESS									
	Second Contact	NAME				TELEPHONE					
		ADDRESS									

Annexure A will form part of this application



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RS

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 ( <b>Second Person</b> )	Date				
Your Signature ( Third Person )	Date				
Your Signature ( <b>Fourth Person</b> )	Date				

Ockerby Real Estate Annexure to Residential Tenancy Agreement

1/103 Erindale Road Balcatta WA 6021 T 6243 7377 E info@ockerby.com.au

#### **ANNEXURE A**

FRBY

www.ockerby.com.au

#### TO LEASE AGREEMENT

- 1. The tenant is aware that routine inspections will be carried out during the tenancy and that the agent will use the office keys if necessary. In compliance with the Residential Tenancies Act 1987, notice will be given not less than seven (7) days or more than fourteen (14) days. I f necessary pets should be removed from the property to allow access to all internal and external areas of the property.
- **2.** The tenants are aware that photographs of the property and recent maintenance items may be taken at routine inspections.
- **3.** The tenant is aware that his/her personal effects/furniture is to be insured at his/her own expense and is not covered by owner's insurance.
- 4. The tenant understands that no above ground pools are permitted without the owners written permission. Also if permission is granted then council approval must be gained before any above ground pool is erected at the property. It is the responsibility and cost of the tenants to arrange council approval. The tenant understands that breaches will be issued if pools are found without written permission provided to the office. Please note that the council may also issue a fine.
- 5. The lessor makes no representations about the availability of telephone lines, internet lines or any other communication services to the premises. The tenant must make their own enquiries regarding the availability, cost and/ installation of these services. The tenant is allowed to install and / or attach cabling, telephone lines and / or communications lines to the premises provided no damage is done to the premises in installing, attached and or removing them and the tenant pays for all associated costs with that installation, attachment and / or removals.
- **6.** The tenant agrees that should maintenance be reported that is a direct result of their appliances or actions they may be charged accordingly.
- **7.** The tenant agrees to pay for 100% of the water consumption charges. The tenant is responsible for reporting all toilet and plumbing leaks to the office and failure to do this in a timely manner will result in high water accounts. The tenant is responsible for all costs associated with water readings.
- 8. If the tenant has been given permission to keep a pet at the property, **the pet must be kept outside at all times**. In accordance with the Residential Tenancies Act 1987, please note that the agent may use the pet bond for fumigation to the property at vacating at their discretion with or without the presence of fleas. Alternatively the agent may hold the pet bond for a period of 4 -6 weeks for the fumigation of the property with the presence of fleas.
- **9.** Tenants are aware that if animals on the property scratch any glass on windows or doors, the tenant will be responsible for the replacement of the glass.
- 10. <u>Should there be reticulation at the property, the tenant is aware that they are responsible</u> for the general upkeep of the system i.e. free from sand, root system and debris. Any sprinklers that are broken during the tenancy are at the tenant's responsibility and cost.

Should at any time the system not be operational, it is the tenant's responsibility to hand water all areas until the system is operational. No cars are to be parked or driven on lawns.

11. <u>At all times it is the tenants responsibility to ensure that the reticulation is set correctly</u> and any water use that may result from incorrect setting is the responsibility of the <u>tenants.</u>

## 12. <u>The tenant understands that should they rent a property with lawns and gardens it is their</u> responsibility and cost to water and maintain this.

- **13.** The tenant agrees to abide by the water corporation watering days and any other water restrictions. The tenant agrees to regularly check to ensure that the system is set for such restrictions and understands that any fines imposed by the water corporation is the sole responsibility of the tenant.
- **14.** The tenant agrees to keep a drip tray on the garage/carport floor to prevent oil staining. The tenant also agrees **not** to carry out any major motor vehicle repairs on the premises, **nor** store/park/keep any unregistered vehicle on the premises.
- **15.** The tenant agrees to use furniture pads on all furniture to prevent damage to floors.
- **16.** The tenant agrees to use stainless cleaners on all stainless steel appliances and no harsh abrasives.
- **17.** No stickers / tape or blue tac is to be put on the walls, ceilings or doors / door frames.
- **18.** If the windows are being left open please ensure that all blinds are drawn back to prevent damage.
- **19.** The tenant will take care not to lean things up against the wall to prevent wall damage.
- **20.** It is a requirement for tenants to keep the carpets clean so we recommend regular carpet cleaning is done at the property.
- **21.** The tenant agrees to keep all grouting in the bathroom and tiled flooring clean.
- **22.** Ockerby Real Estate does not accept payments of cash. B'pay is available for rent payments.
- **23.** In accordance with the Residential Tenancy Act all tenancies are subject to 6 monthly rent increases, the maximum increase will be 10% of the currently weekly rental amount. Therefore, if the weekly rent is \$400.00 per week the maximum increase will be \$40.00 per week.
- **24.** The tenant agrees to pay a 4 week bond at all times subject to any rent variations during the tenancy
- **25.** The tenants agree that if they default in their rent or breach any clauses of this agreement, Ockerby Real Estate can use the details provided on the application form to locate the tenant. This includes contacting Next of Kin, Work Contacts and any other contact provided.
- **26.** The tenant is aware should they cause a breach of this agreement; their details may be recorded onto a defaulting tenant database.

- **27.** Tenants are aware that maintenance requests except those that are life threatening or an emergency must be in writing. The tenant agrees to report maintenance as they occur especially storm damage.
- **28.** The tenant is aware that once maintenance issues are identified the owner / owner's contractor may access the property for assessment after 72 hours notice is given.
- **29.** Should scheduled maintenance exist at the property the tenant agrees to allow access and advise the office in writing immediately should this service not be evident.
- **30.** The tenant agrees that when vacating the premises after the expiry of this agreement or thereafter, twenty-one (21) days notice in writing must be given to the agent and all rent must be paid up to the vacating date. The tenant is also aware and agrees that the owner/agent may show prospective tenants through the premises during the last 21 days of the tenancy.
- **31.** Should the tenant require to vacate prior to the expiry of the fixed term tenancy, tenants are aware that break lease conditions apply and they following charges can be applied:
  - a) Pro rate reimbursement of leasing fee
  - b) Rent payable until the expiry if the tenancy or new tenant is secured
  - c) Advertising costs for securing a new tenant
  - d) Costs associated with securing a new tenant
  - e) Ongoing maintenance of the property
  - f) Vacating inspection fee
- **32.** The tenant is entitled to be present for the final bond inspection. The tenant is to contact the property manager to arrange an appointment at the time of vacating.
- **33.** Tenants are aware that a "for lease" sign will be erected at the property within the last 21 days of their tenancy.
- **34.** The tenant is aware that all carpets and soft furnishings including any furniture must be professionally cleaned when vacating the property and a receipt must be presented to the office on the return of all keys.
- **35.** I understand that having viewed the property I accept the property as is subject to any special conditions as outlined on my application form as agreed to by the owner/agent.

Signed	 Date
Signed	 Date
Signed	 Date