

Dear Prospective tenant

RE: APPLICATION TO TAKE RESIDENTIAL PREMISES

Please fill out the enclosed application beginning at the top and answering every question. It is important to include your **middle name**, to give a parent as next of kin and a separate contact for emergencies. Your personal referees should be people who have known you for awhile and have visited in your home and are not family members. Please include their **addresses** and their **day time** telephone numbers. If you have written references please include these (we will make copies at our office if you only have originals),
If there is more than one applicant do not double up on references – we need to speak to as many people as possible to process your application.

On page 6 we ask for your car details and your **drivers licence**. Also on page 1 let us know if you would like a 6 or 12 months lease. Please **sign the addendums** on page 3, 4 and 5, and sign the **application** on page 9.

When you return your application to our office we will require one weeks' rent in **cash as a holding deposit** before we will process the application. This in turn, will become your option fee if you are successful. Should you be unsuccessful it will be refunded to you in full. If you are successful and you change your mind we will keep the holding deposit.

Please note that your initial payment of total monies once you are approved must also be in **cash or a bank cheque**. Personal cheques are not acceptable for the first payment.

Should you have any queries please call our office on 9227 6488.

Many thanks

DIDY GUNDRY
Property Manager
HOMESTEAD REALTY

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

Given Names

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 Ministry of Housing Bond? Yes No
If yes, \$..... Branch

7. Option Fee \$.....

8. If offer accepted, Period of Option: business days from acceptance of Application (see item 30)

AMOUNTS PAYABLE (if option exercised and lease entered into)

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

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

11. Initial rent to/...../..... \$.....

12. Rent paid to/...../..... \$.....

13. Letting Fee of \$.....

14. Stamp Duty (plus duplicate) of \$.....

15. Other \$.....

16. Total due \$

Option Fee (payable on application) (\$.....)

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

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

18. The amounts referred to in Items 9 to 17 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
19. 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.
20. The persons comprising the Applicant are over the age of 18 years, none are 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.
21. 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.
22. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall 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 17.
23. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent, and to pay the letting fee to the maximum amount allowable pursuant to Section 27 of the *Residential Tenancies Act 1987*.
24. 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.
25. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
26. 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.
27. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.
- 28. 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.**
- 29. The Applicant acknowledges having been advised that items of personal information contained in this Application may be recorded in a Tenancy Data Base by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the Applicant.**

OFFER OF OPTION TO OWNER

30. 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, shall be the amount referred to in item 7. The period of the Option shall 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.
31. The Option is exercised by the Applicant either:
 - (i) executing the Lease; or
 - (ii) taking possession of the Property with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;whichever occurs first.
32. 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.
33. 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

ADDENDUM 'A'

SPECIAL CONDITIONS TO AGREEMENT TO TAKE RESIDENTIAL PREMISES

PROPERTY ADDRESS

1. The tenant agrees to have the carpets professionally cleaned at the termination of the tenancy and the cost of such cleaning shall be borne by the tenant.
2. Castors/felts are to be placed under furniture items on polished wooden floor areas, any damage to polished wooden floor areas is at the expense of the tenants.
3. The tenant shall pay all costs incurred by and due to the dishonouring of any cheques payable in connection with the rental agreement.
4. The tenant agrees to pay the Water Authority reading fee at the termination of the tenancy. All water accounts are charged on a pro-rata basis.
5. The owner agrees to pay % of the water consumed account on condition that the tenant keeps garden and lawn areas adequately watered and maintained and in the same condition as that stated in the Property Condition Report at the commencement of tenancy.
6. The tenant acknowledges that a disbursement fee of \$2.75 including GST will be charged on all service accounts.
7. The tenant agrees to give three (3) weeks notice in writing of their intention to vacate the rented premises or to negotiate a further fixed term tenancy agreement (Lease).
8. The tenant agrees to accept a rent review six months after the commencement of the lease.
18 January 2004, and every six months thereafter.
9. At the completion of the tenancy rent will be charged until the keys to the property are returned to the agent's office situated at 478 Beaufort Street, Highgate. The keys must be returned either personally or by courier, and NOT returned through the post.
10. The tenant acknowledges that inspections of the property will be carried out by the Agent six weeks after the commencement of the lease and thereafter every three months. The tenant authorises the Agent to use the office key for the inspections if required after due notice has been given. Should there be an alarm at the property it must be turned off on the day of inspection or the tenant will incur a charge the same as the normal inspection fee attached to this property.
11. The tenant is advised that NO cooking oils or fats or tea leaves should be washed down the kitchen drain in the sink, rather this waste is to be disposed of correctly (placed in a used milk carton or other used receptacle) and then into the rubbish bins for collection. The kitchen exhaust fan is to be cleaned of grease regularly to enable it to work efficiently.
12. The owner would prefer that all smoking must be done outside the property as smoke fumes will cause an odour within the property and will cause discolouring to walls and ceilings.
13. The tenant is allowed NO PETS on the premises. Should the pets cause any damage to the property, then the tenant is responsible for the repair/replacements and the cost is to be borne by the tenant.

Signed by the Owner/Agent

Signed by the Tenant/s

In the presence of

ADDENDUM 'B'

Management/Leasing Agreements

**PRIVACY ACT 1988
COLLECTION NOTICE**

The Agent uses personal information collected from the Principal to act as the Principal's agent and to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including media organisations, on the Internet, to potential buyers, or to clients of the Agent both existing and potential, as well as tradespeople, owners' corporations, government and statutory bodies and to third parties as required by law.

The Agent will only disclose information in this way to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement. The Principal can also correct this information if it is inaccurate, incomplete or out of date.

Real estate and tax law requires some of this information to be collected. If the information is not provided the Agent may not be able to act effectively on the Principals' behalf or at all.

Signed by the Owner/Agent

Signed by the Tenant/s

.....
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In the presence of

Addendum C

Annexure

Cleaning and maintenance requirements

Notwithstanding the condition of the property as stated in the Property Condition Report, the Tenant hereby agrees to maintain the property in a clean & neat condition. To undertake the following maintenance items on a regular basis & to ensure that the said maintenance items are undertaken (if required) immediately prior to vacating.

1. Remove cobwebs from under external eaves, window frames and balcony area.
2. Keep interior and exterior windowpanes, flyscreens, light fittings, door tracks, window tracks and sills free of dirt, grease and insect remnants.
3. Keep interior skirting boards, architraves and doorframes free of dirt, dust and cobwebs.
4. Clean oven/grill, hotplates, toilets, bathroom (including shower recess, soap holders and bath) and all areas of the kitchen including interior and exterior of all cupboards.
5. Keep all floor surfaces including carpets clean and free from marks and stains etc.
6. Exhaust fans to be removed and cleaned on a regular basis.

Signed by the Owner/Agent

Signed by the Tenant/s

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In the presence of

34. FIRST APPLICANT'S PARTICULARS

Name
(SURNAME) (GIVEN NAMES)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID Vehicle Type & Registration No
..... Vehicle Type & Registration No

Proof of Identification (licence number/bankcard etc)

Smoker Yes / No

Personal References a)
(name & telephone) b).....

(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
Second person.....

Emergency Contact (name and address and telephone)
First person
Second person

35. SECOND APPLICANT'S PARTICULARS

Name
(SURNAME) (GIVEN NAMES)

Present Address

Phone No WorkPhone No Home

MobileEmail

Date of Birth

Driver's Licence No State Passport No

Other ID Vehicle Type & Registration No
..... Vehicle Type & Registration No

Proof of Identification (licence number/bankcard etc)

Smoker Yes / No

Personal References a)
(name & telephone) b).....

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

36. THIRD APPLICANT'S PARTICULARS

Name
(SURNAME) (GIVEN NAMES)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID Vehicle Type & Registration No
..... Vehicle Type & Registration No

Proof of Identification (licence number/bankcard etc)

Smoker Yes / No

Personal References a)
(name & telephone) b).....

(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
Second person.....

Emergency Contact (name and address and telephone)
First person
Second person

37. Special Conditions to the lease requested by the Applicant

38. Special conditions that will apply to the lease (if Application accepted, and option exercised)
See attached
Addendum A SPECIAL CONDITION TO AGREEMENT TO TAKE RESIDENTIAL PREMISES
Addendum B PRIVACY ACT 1988 COLLECTION NOTICE
Addendum C ANNEXURE CLEANING AND MAINTENANCE REQUIREMENTS

Applicant's signatureDate

Applicant's signatureDate

Applicant's signatureDate

Owner or Owner's Managing Agent's signatureDate
as acceptance of the Application



(This page is not part of the Application)

OFFICE ONLY

Premises.....

Owner

Applicant

Current Managing Agent/Owner report including details of any breaches

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Previous Managing Agent/Owner report including details of any breaches

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Pets: Yes/No Type and Number of Pets

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Gardens comments

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Pool/spa comments.....

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Tenancy Database

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If Applicant(s) is a new resident two work references from:

Copies sighted

Employer phoned

spoke to

Occupation confirmed temporary part-time permanent

Applicant(s) employed since

Applicant(s) accepted by

Reference check

Owner' Comments

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

Date Option granted to Applicant Date Option expires