



Application for Tenancy of a Property

Making your application complete.

Please complete the application form in as much detail as possible.

Each applicant must read and sign on page 2 and 6 to make the application valid.

Attach a copy of each applicant's driver's license or passport.

Please include the Option Fee (described in page 2 of the application) either by postal order or bank cheque in person or by using internet banking to the following account;

Capricorn Real Estate Trust Account

BSB 186-300 Account 301951166

Please put your surname in the transfer details so that I may identify you.

Applications close within 24 working hours of viewing the property, please lodge your application within this time.

You can scan and e-mail your application through to amanda@capricornproperty.com.au. Feel free to contact us on 1300 826 560 for further information.

Capricorn Real Estate offer the service of arranging your utility connections for Gas, Water, Electricity etc– if you wish to avail yourself of this service please tick the boxes below as to what utilities you require us to instruct Direct Connect to connect on your behalf.

- Electricity** **Gas** **Telephone** **Internet** **Insurance** **Pay TV** **Removalist**

.....
Applicant signature

.....
Applicant signature

Amanda Kerr

Property Manager

APPLICATION FOR RESIDENTIAL TENANCY

IMPORTANT- To Consider Your Application, We Require You To:

- **FILL IN COMPLETELY AND SIGN THE APPLICATION FORM** with all relevant information and reference details, and all persons wishing to reside clearly indicated. **WE CANNOT PROCESS THIS FORM UNLESS ALL PARTS HAVE BEEN FULLY COMPLETED.**
- **Read and Sign the Privacy Act Acknowledgment Form**
- **Provide identification to pass our 100 POINT CHECK**

PROOF OF IDENTIFICATION REQUIRED- 100 POINT CHECK

We require each applicant to provide the following
WE REQUIRE IDENTIFICATION FROM ALL THREE CATAGORIES
WITH A TOTAL SUM OF 100 POINTS OR MORE

Category	IDENTIFICATION REQUIRED PER APPLICANT	POINT VALUE
1 <input type="checkbox"/> Tick	Current Agent Rent History Ledger/Record	50 Points
1 <input type="checkbox"/>	Passport (only if Non-Australian Resident)	40 Points
1 <input type="checkbox"/>	Latest Telephone Account (Landline Only)	40 Points
1 <input type="checkbox"/>	Latest Electricity or Gas Account (With Address)	40 Points
1 <input type="checkbox"/>	Current Driver's Licence- with Photo	40 Points
1 <input type="checkbox"/>	Proof of Age Card- with Photo	40 Points
2 <input type="checkbox"/>	Tertiary Education Photo ID	30 Points
2 <input type="checkbox"/>	Current Vehicle Registration	30 Points
2 <input type="checkbox"/>	Passport (Australian Resident)	20 Points
3 <input type="checkbox"/>	Medicare Card	10 Points
3 <input type="checkbox"/>	Citizenship Certificate	10 Points
3 <input type="checkbox"/>	Birth Certificate	10 Points
3 <input type="checkbox"/>	Debit/Credit Card	10 Points

PROCESSING AND APPLICATION ACCEPTANCE/NON ACCEPTANCE

PLEASE READ CAREFULLY

- Your application will be processed with the information provided and submitted to the landlord for their acceptance or non-acceptance for tenancy. This is always a landlord decision.
- **IMPORTANT-** We are unable to give any reason for non-acceptance, if your application is not approved for tenancy.
- If your application is not approved, you will be informed by SMS
- Should your application be accepted, you will be asked to pay the bond/first 2 weeks rent and sign the lease as soon as possible. You will be asked to pay the monies by direct deposit into our trust account immediately
- Water Charges may also apply- please check with the property manager.
- It is a tenant responsibility to arrange connection of electricity, telephone and gas supply to the property, once the application is approved. However we are also able to assist you in this regard- please let us know.



STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

INFORMATION FROM APPLICANT

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

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

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

TENANCY DETAILS

1. Premises.....

2. The Tenancy is required for a period of.....months from..... to

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

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 of \$.....

10. **Pet Bond** (if applicable) \$.....

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

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

15. Other \$.....

16. Total Due \$.....

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

17. **BALANCE OWING** \$.....

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 not bankrupt and they each declare that all of the information supplied in the Applicants 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 "Capricorn 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 – 17.
- 23. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent, pursuant to Section 27 of the *Residential Tenancies Act 1987*. Rental payments can be paid through our Trust Account or by Bank cheque. We do not accept cash in this office.
- 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 the Premises caused by a water bed 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.

PRIVACY

The Applicant.....

- 28. **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 personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicants identity, to process and evaluate the application and to manage the tenancy. 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 from other parties including to the Landlord, referees, other agents and third party operators of tenancy reference databases. 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 agents. If the Applicant would like to access the personal information the Agent holds, they can do so by contacting**

Amanda Kerr at Capricorn Real Estate 1300 826 560

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.

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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 Owners notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, shall be the amount 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 possessions of the Property with Owner’s consent; or
 - (iii) giving a notice in writing to the Owner exercising the option;
 Which ever occurs first
- 32. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable 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 Tenancy 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 and 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

34. FIRST APPLICANT'S PARTICULARS

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 Have you ever been bankrupt? Yes / No
.....

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 Rental 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 Rental 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

36. THIRD APPLICANT'S PARTICULARS

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 Have you ever been bankrupt? Yes / No

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 Rental 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 Rental 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

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.

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, the initial rent payment and the letting fee

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 give 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
3. Submit a copy of your driver’s license.

Owner’s action:

3. Accept or reject application
If application is rejected the 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 acceptance by the owner, then you will forfeit the option fee.

ANNEXURE A (sample as per our lease agreement)

SPECIAL CONDITIONS ATTACHED TO THE LEASE AGREEMENT

- a) The Tenant acknowledges and is aware that regular routine inspections will be carried out on the property by the agent using the office key when applicable. The first of which will be 6 weeks after the start of the lease and then 3 monthly thereafter. Digital photos of the interior and exterior of the property will be taken for the owners perusal.
1. Should a second inspection be necessary on behalf of the Owner the tenant shall be charged a fee of \$40 for that inspection.
 2. The rent shall increase \$ per week to \$ at the end the six month period being **June 2011**, any rental increase will be based on the current market value at the end of each six month period.
 3. **Tenant to make rental & other invoice payments to Capricorn Real Estate Trust Account using Macquarie DEFT CARD**
 4. The Tenant is aware that the carpets are to be professionally cleaned, at their cost, by a reputable Carpet Cleaning Company at vacation and a receipt provided to the Agent.
 5. Carpets are also to be cleaned every 12 months of the tenancy agreement as per no. 4. Further, they must be kept reasonably clean during tenancy.
 6. Ovens/Stove Tops- must be regularly cleaned and not allow a build-up of burnt on food.
 7. Cleaning of Tiles Areas- all tiles areas (shower recess etc) must be regularly cleaned and not allow a build-up of dirt/soap scum
 8. Filters- wall and room air-conditioner filters and vents must be regularly cleaned. Exhaust fan covers must be regularly cleaned.
 9. Oil drip trays must be used at all times on driveways, carport and garage floors. Further, and oil stains or spillages must be cleaned up immediately.
 10. No Smoking Policy- The tenant agrees there will be no smoking inside the property at all times. Any costs for deodorising, cleaning or repairing due to smoke stains, burn marks, or smells will be at the tenant's expense.
 11. Water Restrictions and Lawns/Garden- all gardens and lawns must be watered as per current water restrictions. Lawns must be regularly mowed, gardens maintained and weeded.
 12. Unauthorised Vehicles- The tenant(s) agree to not allow unregistered vehicles/car bodies to be kept or remain on the property
 13. Vehicle Parking- Vehicles cannot be parked on lawns or gardens, but only in designated car spaces/at the roadside. The tenant(s) agrees not to allow a build-up of rubbish.
 14. Chopping Boards- chopping boards must always be used on kitchen bench tops.
 15. Picture Hooks- The tenant is aware that no fixtures (eg picture hooks, nails) can be added without prior permission, and that at no time can blue tac/adhesive tape be used on walls.
 16. No pot plants to be placed on carpets felt pads to be used on floorboards if applicable.
 17. Tenants are aware that good ventilation is to be used by ALWAYS using the kitchen exhaust fan and also opening a window when cooking
 18. The Tenant acknowledges and accepts responsibility to ensure that reticulation is set correctly and accordingly for the seasons of the year.
 19. All miscellaneous charges other than rent must be paid within 14 days of demand.
 20. The Tenant acknowledges that they must notify the Agent with any change of contact telephone numbers, or employment.
 21. At the end of the tenancy the Water Corporation will be required to take a reading of the water consumed at the property. The Tenant agrees to pay this charge (currently \$14.30).
 22. The Tenant is aware and agrees that vehicles will not be parked on the lawn or garden area at any time, except for the washing of cars on the front lawn.
 23. No car bodies to be kept on the property.
 24. No major mechanical works are to be carried out by the tenant unless permission is given by the owner or owners agent.

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25. **Zero Tolerance to Rent Arrears-** the tenant understands that the Agent does not accept late payment of rent. Should rent arrears occur 3 times or more during the tenancy, the lease may not be renewed at renewal time. If the tenant believes they may fall into arrears at any time, the tenant agrees to inform the Agent before the late payment occurs.
26. Any dishonoured cheque will result in the bank fee (currently \$10.00) being charged to the Tenant. This is to be paid immediately and no further cheques will be accepted.
27. Final Inspection- The Tenant acknowledges that upon vacating, a final inspection cannot be conducted until all of the Tenant's possessions are removed, the property is cleaned and the Tenant is in a position to hand the keys back to the Agent. The Tenant will be responsible for paying rent until all of the above requirements are satisfied.
28. Vacating Notice- when vacating, we can only receive notice in writing. If giving 21 days notice on a non-fixed term agreement, the 21 days notice starts when the notice is received by the Agent.
29. Breaking a Fixed Term Agreement- the tenant agrees that in the case of breaking a fixed term agreement, they will :
30. Pay Rent until a new tenant is secured
 - a. Pay a letting fee (maximum 2.2 weeks rent) and advertising costs- payable pro-rata
 - b. Continue to water and maintain any gardens/lawns and keep swimming pools/spas cleaned and maintained until a new tenant is secured
31. Repairs and Emergencies- The Tenant agrees that maintenance requests must be submitted to the Agent in writing. Tenants are not to engage a contractor on the Landlord's behalf or the Tenant will be liable for all costs incurred. In the case of an emergency, the Tenant must contact the Agent. For After Hours emergencies, refer to the Emergency Repair Policy supplied at the tenancy start.
32. Property for Residential Use Only- The Tenant agrees not to operate any business from the premises without prior written approval from the Agent.
33. National Tenancy Database Lodgement- should the tenant breach their agreement/ not rectify the breach, leave the tenancy with monies owed the tenant(s) understands and agrees that their personal details will be lodged on two National Tenancy Default Internet Databases (TICA.com.au and NTD.net.au.) This will seriously hinder future rental accommodation prospects.
34. Subletting- Only those indicated on the application can reside at the premises. Sub letting to another person is prohibited without receiving permission first. An application form must be completed before approval or non-approval of any additional person(s).
35. Phone Connection- The tenant agrees that if a landline phone line is intact at the tenancy start, they agree to further leave it intact upon vacating (ie- keep the phone line connected)
36. Property Manager Availability- your property manager is available should you require to discuss anything. However we insist an appointment is made prior.
37. Landlord Mail- all mail addressed to the landlord must be forwarded to the Agent as soon as possible
38. Further, the tenant gives permission for photos to be taken of the grounds, repairs required and any recommendations or improvements needed.
39. Misplaced Keys- Tenants requiring access to the property due to loss or misplacement of keys already provided, you may collect master keys from the office and return them during business hours (9am until 5pm, Monday to Friday). After hours, the Tenant is to arrange a locksmith at the Tenant's own cost.

ANNEXURE B (sample as per our lease agreement)
SPECIAL CONDITIONS FOR PETS ATTACHED TO THE LEASE AGREEMENT

1. **Pets at the Property-** Should the landlord have granted permission to keep pets as indicated in the tenancy schedule of this agreement, the following conditions apply for the duration of this tenancy, and any renewal or extension thereof-
- b) To keep the yard clean and free from animal faeces
 - c) We agree to clean up any rubbish/items scattered by the pet
 - d) In the event of any fleas or flea eggs being present as a result of the animal, the tenant(s) will arrange for flea fumigation of the property prior to vacating the premises at tenant cost
 - e) We will not allow the animal inside the residence at any time
 - f) We will repair any damage to the premises caused by the animal, and will also protect and immediately rectify any damage caused to garden irrigation systems and fittings.
 - g) We agree to replace plants or vegetation damaged or destroyed by the pet directly, or indirectly (ie. Plants died because garden irrigation system was damaged by pet)
 - h) Other than any pet listed above and approved by the owner, we will not keep any other animals of any kind on the rental premises, (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals
 - i) We agree that this agreement is only for the specific pets described in the schedule of this agreement and we will not harbour, substitute or "pet-sit" any other pet, and we will remove any of the pet's offspring within 45 days of birth (should this occur) without prior permission
 - j) We agree to abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations
 - k) The pet shall not cause any sort of nuisance or disturbance to neighbours. Noise, day or night, must not disturb others. We agree to do whatever is necessary to keep our pet from making noise that would annoy others, and we will take steps to immediately rectify complaints made by neighbours or other tenants

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

ADDENDUM FOR TENANT SHARING

This addendum forms part of the original tenancy document:

1. Should any one tenant wish to leave the lease there will be an administration fee charged of \$120 to process all associated paperwork
2. This office will only accept ONE rental payment in the manner as described on the lease
3. All occupants are to be identified as a primary contact for all correspondence and maintenance
4. Each occupant must be on the lease and bond lodgement form
5. One full set of keys to the property are provided by the owner for the property, should key sets be obtained for other occupants, this is at their cost. Upon vacating ALL key sets must be delivered to the office.
6. No pets are allowed at this property