

TERMS AND CONDITIONS

ANNEXURE A

1. REVIEW OF RENT

The Tenant acknowledges that the rent may be reviewed and/or increased at the end of each 6 month period, at the owner's discretion and in accordance with prevailing market conditions. A minimum of 60 days written notice of any such increase will be given in accordance with the requirements of the Residential Tenancies Act.

2. RENTAL PAYMENTS

All rental payments are to be made by direct deposit from your bank account to Harber Real Estate using the information supplied on the Bankwest card as given at the commencement of the lease.

3. FURTHER OCCUPANTS

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**.

4. DEBT COLLECTION & LEGAL ACCOUNTS

The Tenant understands that if any debts are incurred by the Landlord or the Agent via the Tenant's direct action or damage to the property and/or non payment of rent where a Debt Collection Company has to be engaged, the Tenant may be liable to pay all costs of collection of outstanding fees and court sessions.

5. DISHONOUR FEES

The Tenant is aware that any Bank Dishonour Fees charged to the Agent if a Tenant's cheque or direct debit is dishonoured will be charged to the Tenant. The Tenant will also be liable for any fees incurred by the Agent to identify a rental payment that has not been deposited correctly.

6. OUTSTANDING ACCOUNTS

All miscellaneous charges (eg: gas, electricity, water consumption, insurance excesses) must **be paid within 14 days of receipt of invoice**.

7. FLOORBOARDS

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.

8. PARKING

The tenant is aware that parking on the lawns is prohibited in every part of the rented premises, including the nature strip



9. POT PLANTS

To avoid damage, these must not be placed directly onto carpets, tiles or floorboards. Should any damage ensue from pot plants this will be repaired/replaced at the Tenant's expense.

10. PLUMBING

The tenant understands that they will be responsible for any damage caused by negligent misuse of the plumbing fixtures.

11. USE OF DRIP TRAYS (IN GARAGE/CARPORT)

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. ANIMALS

Where pets are allowed by the owner, if at any time the Landlord or his Agent finds that the said animals are causing damage to the property, or if there are serious complaints from surrounding neighbours or Council, the Tenant agrees to remove the animal from the property.

13. CHANGE OF CONTACT DETAILS

The tenant agrees to keep the agent informed of their current contact details including workplace contact details, contact numbers and addresses.

14. INSPECTIONS

The tenant is aware that inspections of the property will be conducted on a regular basis using the office key where applicable during normal business hours (written notice in accordance with the Residential Tenancies Act will be given prior to any inspection). Digital photographs may be taken. If a re-inspection is required due to an unsatisfactory inspection the tenant must reimburse the owner the cost for this inspection.

15. NOTICE OF INTENDED VACATION

It is agreed between the Tenant and the Owner/Agent that the notice to vacate the premises must be given in writing to the Managing Agent in accordance with the provisions of the Residential Tenancies Act. The notice begins on the day it is received by the Owners' Agent despite the date appearing on the notice. Whilst not compulsory, in order to ensure a smooth handover, the agent requests that the tenant give 21 days notice prior to ending a fixed term tenancy. The tenant/s agree to allow inspections by prospective tenants (accompanied by the Agent) during the final two weeks prior to vacating. Inspections are to be by appointment during business hours, or as otherwise agreed.

16. RUBBISH WHEN VACATING

The tenant is responsible for removing ALL rubbish prior to leaving and if the bin is left out, the bin MUST be taken back in off the verge. The tenant is aware that any rubbish left in or around the property at vacation may incur removal costs. The tenant agrees to hose out and clean the bin prior to vacating.



17. UPON VACATING

1. The tenant shall at the time of delivering up possession of the premises notify the owner of:
 - a. The address at which she/he intends to next reside
 - b. His / Her postal address as per Section 53 (3) Residential Tenancy Act (Penalty \$1000) &
2. The tenant agrees to allow the Agent to show potential new tenants through the property once the tenant has advised the Agent of his/her vacating date; at mutually agreeable times.
3. The tenant shall be deemed to be in possession of the property until the agent receives all the keys to the property and liable for rent up until they are returned. Keys are to be returned to the Agents office by 5.00pm on the last day of the lease.

It is an offence under Section 52 of the Residential Tenancies Act to not pay rent with the intention that it be taken from the bond monies (Penalty \$1000)

18. HAVING THE PROPERTY READY FOR FUTURE TENANCY

The Tenant acknowledges that if he/she has to attend to any maintenance or cleaning to the property they will have 24 hours upon vacating the property. If the tenant cannot attend to these problems, the tenant agrees for the Agent to have the matters attended to and the costs deducted from their bond.

19. CONTENTS INSURANCE

It is not your landlord's responsibility to insure your possessions. The landlord's insurance policy covers only the building plus any fixtures and fittings. It is strongly recommended that you take out content's insurance cover.

20. LEASE BREAK

The tenants understand their legal responsibility to honour the term and conditions of their Tenancy Agreement. This Agreement may be terminated under certain conditions by making a written application to the owner. Permission may be granted (in writing) under the following conditions:

1. The tenant acknowledges that they are responsible for all rent until the property is re-let or the lease expires, whichever is the sooner.
2. The tenant agrees to pay the cost of all advertising and tenancy database checks incurred in the re-letting process.
3. The tenant agrees to reimburse the owner for the Agent's Final Inspection Fee and any update of the Property Condition Report completed prior to the new tenancy commencing.
4. The tenant agrees to reimburse the owner any unexpired portion of the Letting Fee paid by the Owner to the Agent at the commencement of the tenancy.
5. The tenant acknowledges responsibility for the upkeep of the rented premises, including the lawns, gardens and pool (if applicable) until the property is re-let or the lease expires, whichever is the sooner.

21. SMOKE DETECTORS & RCDS

The tenant acknowledges that it is their responsibility to regularly test all smoke detectors and RCDs which are installed in the premises. The tenant agrees to test them every 3 months and report to the office by phone and in writing immediately if they are found to be faulty. Batteries



for smoke alarms must be replaced by the tenant as required and the smoke alarms are to be cleaned by the tenant annually.

22. WATER METER READING

The tenant acknowledges that at the termination of the tenancy a special water meter reading will be carried out by the Water Corporation, and the cost of this reading together with any costs for water consumed as per the terms of this agreement, will be at the tenant's expense.

23. SMOKING

The tenant acknowledges that smoking is not permitted inside the property and that any smoke damage caused to the property will be rectified at the tenant's expense.

24. NATIONAL TENANT DATABASES

We take this opportunity to advise you that our office is a member of the **REAL ESTATE INSTITUTE OF AUSTRALIA TENANT REGISTER** and the **NATIONAL TENANCY DATA BASE REGISTER**.

As the names suggest, these are National Information Services to the Real Estate Industry on defaulting Tenants. Our office is a supporter of the services and advises that should a default occur under your Tenancy Agreement, the information will be listed on the above data bases. Once listed, the information will remain on file until any defaults are rectified.

This may increase the difficulty when relocating as the above data registers have a strong membership throughout Australia.

We look forward to a harmonious Agent/Tenant relationship, and will only follow this course of action when absolutely necessary.

25. CONDITION OF PROPERTY

The Tenant agrees to accept the property as it was when inspected by them.

1 STANDARD TERMS

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| Premises | 1.1 | The Owner leases to the Tenant and the Tenant accepts the lease of the premises for use as a PRIVATE DWELLING to be occupied by not more than the number of persons to be specified in the lease. The Premises include the number of car bays allocated to the Premises. |
| Rental amount | 1.2 | The RENT is payable one period in advance without any deductions or legal or equitable set-offs except for the first two weeks rent when that amount shall be payable in advance. |
| Possession | 1.3 | The Tenant is given possession of the Premises on the date stated on this Lease or the date the current occupant of the Premises vacates the Premises, whichever is the later. Sections 40 and 41 of the Act do not apply to this Lease. |

2. THE TENANT'S OBLIGATIONS

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| Rent | 2.1 | The Tenant agrees to pay the Rent punctually, on the dates for payment. |
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- 2.2 The Tenant shall not fail or refuse to pay any rent due under this Lease with the intention that the amount of such rent may be recovered by the Owner from the security bond. (This is an offence in accordance with Section 52 of the Act and is subject to a maximum penalty of \$1,000.00).

Dishonoured Cheques

- 2.3 If a cheque paid by the Tenant for the purposes of Rent or other monies is dishonoured or must be presented again, then the Tenant agrees to reimburse on demand the Owner's costs, charges, and expenses associated with the dishonoured or returned unpaid cheque.
- 2.4 If a cheque is dishonoured or must be presented again, then the Owner may refuse to accept cheques as a method of payment.

Water Consumption

- 2.5 The Tenant shall reimburse the Owner for all water consumed applicable to the Premises together with any disbursement charges incurred by the Owner for issuing each account or reading.
- 2.6 At the expiration of the tenancy, the Tenant will request the Agent to obtain from the Water Corporation a special reading of the water meter. The Tenant agrees that the cost of the reading will be borne by the Tenant.

Security Bond

- 2.7 The Tenant shall deposit with the Agent a security bond of the amount referred to in item 11 to secure the Tenant's compliance with this Lease and as security to compensate the Owner for any breach or default by the Tenant in respect of this Lease including but not limited to, any charges for electricity, gas, oil, water consumption and costs of repairs to the Premises or the chattels arising out of damage or neglect by the Tenant, the Tenant's visitors, or people associated with the Tenant or for any other monies owed by the Tenant to the Owner.

Pets

- 2.8 The Tenant shall not keep any animal or bird or fish in or about the Premises without the prior written permission of the Owner.
- 2.9 The Tenant shall not keep restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed with visibly contains any of these breeds, without the prior written consent of the Owner.

Pet Security Bond

- 2.10 If the Owner permits the Tenant to keep pets at the Premises as specified in item 7, or as agreed after the commencement of the Lease then the Tenant shall deposit with the Agent a Pet Security Bond of the amount referred to in item 12. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the Premises.

Smoking

- 2.11 Smoking is not permitted inside the residential buildings of the Premises.



Property Condition Report

- 2.12 The Owner may prepare and provide to the Tenant a Property Condition Report that describes the condition of the Premises and any Inventory at the commencement of the Lease. Item 14 states whether the Premises are let furnished or unfurnished.
- 2.13 The Tenant agrees to return to the Owner (noting any variations) a signed copy of the Property Condition Report and Inventory within seven (7) days after receipt of the Property Condition Report. Failure to do so will deem the Property Condition Report forwarded to the Tenant to be the only evidence of the Premises condition at the time that the Tenant took possession of the Premises.
- 2.14 The Property Condition Report and/or Inventory when signed by the parties and returned to the Owner shall be conclusive evidence of the accuracy of the description of the Premises and its contents.

Services

- 2.15 The Tenant agrees to notify Synergy and Alinta Gas (if applicable) of their occupation of the Premises, and agrees to pay all charges for electricity and gas including those charges levied for common areas by the Strata Company (if applicable), and communal hot water and water consumed on a pro-rata basis together with any disbursement charges for the issuing of each account and reading.

Telephone

- 2.16 The Owner makes no representations about the availability of telephone lines or internet lines or services to the Premises. The Tenant must make their own enquiries. The Tenant is allowed to put in cabling and lines provided no damage is done to the Premises in installing or removing them and the Tenant pays all costs. Any cabling or lines left at the end of the tenancy with the Owner's consent, becomes the property of the Owner. If the Owner requests the cabling or lines to be removed, the Tenant must remove them and make good any damage caused by the removal.

Strata Company

- 2.17 The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Owner, Strata Company or Strata Council.

Tenant to keep premises clean

- 2.18 The Tenant shall keep the Premises in a clean and sanitary condition and free from dirt, oils, grease, insects and vermin.
- 2.19 The Tenant is responsible for the eradication of insect and vermin infestations caused by the Tenant's activities or lack of cleanliness.

Maintenance – Chattels

- 2.20 The Tenant agrees to keep all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and Inventory in the same condition as they were in at the commencement of this Lease and in accordance with the Property Condition Report (fair wear and tear excepted).

Maintenance – Good Working Order

- 2.21 The Tenant agrees to maintain in good working order (fair wear and



tear excepted) all sanitary and water apparatus, including reticulation fittings, electrical and gas installations, extraction fan / grills, electrical fuses.

2.22 Any maintenance or repairs to the items referred to in clause 2.21 must be referred to the Owner for approval as set out in clause 2.27.

Light Globes 2.23 The Tenant agrees to replace all broken light globes and fluorescent tubes and ensure they are in good working order.

Maintenance – Gardens

2.24 The Tenant agrees to maintain the garden, lawns, lawn edges, hedges, shrubs and trees in the same condition as at the commencement of this Lease as evidenced by the Property Condition Report, to water and fertilize them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish and the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs. The reticulation should be run both in Winter and Summer according to the Water Corporation's guidelines. Hand watering must be done where necessary.

Maintenance – Swimming Pool, Spa

2.25 If the Premises includes a swimming pool or spa, the Tenant agrees to maintain the pool and any associated equipment in a properly treated and clean condition and observe all legal requirements during the period of this Lease. The Tenant agrees not to drain the pool without the Owner's consent.

Damage and Disrepair

2.26 The Tenant shall pay for any damage or repairs that arise from or are attributable to an act or omission by the Tenant or the Tenant's visitors. The Tenant agrees to report all damage and any state of disrepair to the Premises within three days of the same occurring. Failure to do so will render the Tenant liable for all costs incurred by the Owner as a result of such failure to report.

Repairs

2.27 The Tenant shall not undertake or authorise any repairs without prior written consent to the Owner and section 43 of the Act does not apply to this Lease. The tenant is aware that if they request a contractor to attend the property and no fault is found, or the fault has been caused by the act or omission from the Tenant, the Tenant will be liable for the full cost of the contractor's call out fee, parts and labour.

Insurance

2.28 The Tenant shall not do or permit anything to be done or bring onto or keep on the premises anything which may invalidate or prejudice the conditions of any insurance policies relating to the Premises or cause to be increased the premiums payable.

Excess on insurance

2.29 If the Owner elects to claim on the Owner's insurance for any damage that arises or is attributable to an act or omission by the Tenant or the Tenant's visitors, or people associated with the Tenant, and the Owner is successful in relation to recovering any money for such damage, then the Owner may require the Tenant to pay any "excess" on



any such insurance claim. The tenant acknowledges that the damage caused by a water bed is not normally covered by insurance.

Alterations to the Premises

2.30 The Tenant shall not make any alterations or additions to the Premises or to alter any fixtures or fittings, furniture or chattels, or place any sign on, or paint the Premises, use "Blue Tac" or any other adhesive material, or drive any nails or screws into or deface any part of the Premises. The tenant agrees not to place any hot objects directly onto any surfaces such as benchtops, carpets and lino.

Purposes other than dwelling

2.31 The Tenant shall not use the Premises or cause or permit the Premises to be used for any illegal purpose or permit or cause a nuisance and shall use the Premises solely for a dwelling and shall not cause or permit the Premises to be used for any other purpose without the prior written consent of the Owner.

Water beds, Aquarium, Swimming Pool, Spa

2.32 The Tenant shall not without the Owner's prior written permission install any water bed, aquarium, swimming pool, or spa on the Premises. If the Tenant has received written permission to install a waterbed, aquarium, or swimming pool on the Premises, the Tenant is liable for the cost of any damage caused by the waterbed, aquarium, swimming pool, or spa or damage caused by the escape of water to the Owner's fixtures and/or fittings, furniture and chattels or the Premises.

Laundry

2.33 The Tenant shall not hang or display any laundry or other articles on the balcony or verandah.

Non assignment

2.34 The Tenant shall not assign, sublet or part with possession of the Premises or any part of it or grant any Licence to occupy the whole or any part of the Premises.

Indemnify the Owner

2.35 The Tenant agrees to indemnify the Owner against any loss sustained by the Owner or any sum the Owner might at any time be liable to pay, as a result of damage to the Premises or any furniture or chattels belonging to the Owner or in relation to any claim made against the Owner, whether in relation to property damage or personal injury, or any other matter whatsoever, arising from any negligent act or omission on the part of the Tenant or anyone visiting the Tenant at the Premises from time to time.

Inspections

2.36 Provided that the required notice under the Act has been given to the Tenant, the Tenant agrees to provide access to the Premises to the Owner on a reasonable number of occasions and for the purpose of inspecting the Premises or any purpose set out in the Act at the Owner's discretion on any day Monday to Friday (inclusive) between the hours of 8.30 am and 5.30 pm unless the Tenant advises on reasonable grounds that the time is unsuitable.



Tenant Unable to Attend Inspection

- 2.37 If the Tenant is not present at the time specified in the notice for the inspection, the Tenant agrees that the Owner or the Owner's Agent may enter the Premises.

Monies Payable

- 2.38 The Tenant agrees to pay or cause to be paid all of the monies referred to in the Summary of Monies Payable.

Keys and Electronic Keys

- 2.39 The Owner shall supply to the Tenant one set of Keys that enable access to the Premises.
- 2.40 Should the Tenant require an additional set(s) of the Keys, then any cost associated with any additional set(s) shall be borne by the Tenant and shall be paid for by the Tenant prior to receiving the additional set(s) of the Keys.
- 2.41 Should the Tenant lose possession of the Keys, then the Tenant shall be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the Premises.
- 2.42 The Owner will replace Keys only during normal business hours.

Noise

- 2.43 Noise must be kept to a minimum.

Wall Mounted Air-conditioning Unit

- 2.44 If the home is fitted with a wall mounted air-conditioning unit, the Tenant must clean the filter pads twice yearly, as per instructions, to ensure good operation of the unit. If any faults occur due to the filter not being cleaned, the Tenant will be liable for any damages or costs incurred.

3. THE OWNER

Outgoings

- 3.1 The Owner shall bear the cost of all rates, taxes or charges imposed in respect of the Premises other than water consumption charges which the Tenant will pay or reimburse in accordance with clause 2.5 of this Lease.

4. DEFAULT

- 4.1 If the Tenant wrongfully terminates this Lease before the end of the tenancy period, then the Owner may claim and the Tenant must pay damages, losses and compensation to the Owner that the Owner reasonably suffers or will suffer. The Owner must endeavour to minimize the Owner's damages, losses, and compensation.

5. HOLDING OVER

- 5.1 If the Tenant with the prior consent of the Owner remains in possession after the expiration of the Fixed Term, then the Tenant shall remain as a periodic tenant at a rent stipulated in the lease but shall otherwise be on the same terms and conditions as this Lease.



6. END OF LEASE CONDITIONS

- 6.1 The Tenant should refer to Section 18 “Ending a Tenancy” of the booklet “Information for Tenants’ on the website

Return Premises To Condition as at Commencement Of Lease

- 6.2 The Tenant agrees at the end of this Lease to return the Premises to a condition comparable with that at the commencement of the Lease.
- 6.3 The owner will compare the condition of the Premises at the end of the Lease with the Property Condition Report at the commencement of the Lease. The Owner may claim as damages costs and expenses incurred or likely to be incurred as a result of any differences between the Property Condition Report at the commencement of the tenancy that are a result of a breach of Tenant’s obligations in this Lease.

Condition of Swimming Pool, Spa

- 6.4 The Tenant agrees at the end of this Lease to return the swimming pool, spa and equipment to a condition comparable with that at the commencement of the Lease. If the Owner at the commencement of the Lease provides pool chemicals, then a comparable quantity of the same chemicals are to be provided by the Tenant at the end of the Lease.
- 6.5 The Tenant agrees that at the end of the tenancy that the Tenant will secure all portable pool cleaning equipment in a locked area on the Premises.
- 6.6 The Tenant agrees to provide to the Owner a certificate from a professional pool operator stating that the pool and all its apparatus, including the filter, are in good working order and in a hygienic safe condition at the end of this lease.

Application of the Pet Security Bond

- 6.7 At the end of the tenancy the amount of the Pet Bond may be applied to the cost of fumigation of the premises.

Keys

- 6.8 The Tenant agrees to return all the Keys of the Premises To the Agent at the Agent’s place of business on or prior to the end of this Lease.

Lease

- 6.9 This Lease does not come to an end and the rent and obligations of maintaining the Premises shall continue to be the Tenant’s responsibility until the Keys are returned to the Agent regardless of whether the Tenant has vacated or not.
- 6.10 If the Tenant is unable to supply the Agent with the Keys of the Premises, then the Tenant agrees to pay the Owner all costs associated with replacing the Keys and this Lease will come to an end when the replacement Keys have been provided to the Agent.

Movement of Chattels

- 6.11 The Tenant agrees at the end of this Lease to replace all fixtures,



furniture, chattels, household effects and other items described on the Inventory list to the original positions as may be set out in the Property Condition Report.

Carpet Cleaning 6.12 The Tenant agrees upon vacation of the Premises, to have all carpets professionally cleaned (at the Tenants expense) by a contractor to be approved by the Agent and to supply to the Agent a receipt as evidence that the carpets have been cleaned.

7. DEFINITIONS AND INTERPRETATIONS

- 7.1 If any provision of this Lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this Lease will continue to be effective.
- 7.2 In this Lease, unless otherwise required by the context or subject matter:
- “Act” means the Residential Tenancies Act 1987 and its amendments.
- “Keys” means all keys and electronic keys that permit access to the Premises, to common property associated with a strata lot, or to car bays associated with the Premises.
- “Property Condition Report” means the report prepared by the Owner in relation to the condition of the Premises at the commencement of the Lease.
- “Inventory” means a list of the Owner’s fixtures, fittings, furniture and chattels contained in the Premises at the commencement of the Lease
- “Agent” means the agent of the Owner.
- 7.3 Any reference in the Lease to the “Owner” doing anything shall mean and include it being done by the Owner’s Agent.
- 7.4 Where either the Tenant of the Owner comprise more than one person, the obligations to be performed in the Lease are binding upon such two or more persons jointly and severally.
- 7.5 A reference to an “item” in the Lease is a reference to that item in the Schedule

8. PRIVACY ACT 1988 – COLLECTION NOTICE

Personal information collected by the Agent through the management of the tenancy including, but not limited to the Property Condition Report is necessary to management the tenancy.

The personal information collected by the Agent in the Lease, in the Property Condition Report and during the period of the management of the tenancy is collected for the purpose of being used in managing the Lease of the Premises and the Tenant hereby consents to that collection and use.



The information collected in the Lease, in the Property Condition Report and during the period of the management of the tenancy may be disclosed by the Agent to other parties as permitted by the Privacy Act 1988 including to the existing Owner, subsequent owners, courts of law, other agents and operators of tenancy reference databases. Further, information already held on tenancy reference databases may be accessed by the Agent.

If the Tenant wishes to contact the Agent or access the personal information the Agents may hold regarding the Tenant, the Tenant may do so by contacting the Agent. The Tenant may also request that the information be corrected if it is inaccurate, incomplete or out-of-date.

If the information referred to in this collection notice is not provided, the Agent may not be able to manage the tenancy.