

Thank you for choosing a rental property managed by OEIJ Property.

For your application to be most successful please carefully fill out the entire “**Application to Enter into Residential Tenancy Agreement**” form.

Some Important Information:

- All Adults (anyone over 18) must be listed and provide references.
- All applicants must provide signatures on page 4, Section 21 so that references can be checked.
- Submitted with the application form should be two (2) copies of identification for all adults
 - Passport (Current VISA Status if applicable), Australian Driver’s License (BOTH SIDES), Proof of Age Card (Must come with supporting evidence for current address) etc...
- Submitted with the application form should be copies of financial standing
 - Eg; Bank Statements, Pay Slips, Centrelink Statements, Business Registration, Utility Accounts, etc...
- If applicable, please ensure the following information for Pets is included
 - Current Registration with Council, Age, Sex, Type, Breed and Name
- Please ensure all the special conditions are read and all applicable sections are filled.
- Applications must be submitted with an option fee **deposit of \$50**.
Please make payment by electronic transfer to the following details:

Commonwealth Bank of Australia
OEIJ Property Trust
BSB: 066-163
Account: 10868441

Reference: Your Surname & Property Address
(Please note, we do not accept cash payments)

- Please note that if your application is successful, you will be required to sign the Lease, make Bond Payment, and pay two (2) weeks rent in advance within two (2) business of acceptance.
- Upon your application you accept the property in its current condition as inspected, unless otherwise stated or requested.
- Before submitting the application form, please contact the office. Our office hours are 9am to 5pm Monday to Friday; however, the office is sometimes unattended. It is preferred that the application is emailed to leasing@oeijproperty.com.au

If you have any other queries in regards to filling out the application form please contact us.

Kind Regards,
OEIJ Property



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:	<ol style="list-style-type: none"> 1. Complete this Application. 2. 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:	<ol style="list-style-type: none"> 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:	<ol style="list-style-type: none"> 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:	<ol style="list-style-type: none"> 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 Tenancy 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	OEIJ Property		
Address	2/1 North Lake Road, Alfred Cove WA 6154		
Telephone	(08) 9317 7775	Facsimile	N/A
E-mail	leasing@oeijproperty.com.au		

application to enter into residential tenancy agreement



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PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises

Address 1

Address 2

Suburb

State

Postcode

2. Rent \$ per week

3. Option Fee (if applicable) \$

4. If You are the successful applicant, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following money to the Property Manager:

REQUIRED MONEY

(a) Security bond of \$

(b) Pet bond (if applicable) \$

(c) First two weeks rent \$

(d) Less Option Fee (if paid) \$

(e) **Total** \$

application to enter into residential tenancy agreement

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 proposed 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 Reg. No. Age
 Type of Pet Breed Reg. No. Age

9. Do you intend on applying for a residential tenancy bond from a State Government Department? Yes No

If Yes, \$ Branch:

10. Bank account details for refund of Option Fee (if applicable)

Bank: BSB:
 Account No.: Account Name:

11. Any Special Conditions requested by You:

NOTE: The Lessor is not obliged to accept any of the Your Special Conditions.

12. The address at which You wish to receive the Residential Tenancy Agreement if You are successful and/or notices relating to tenancy

Email (optional):

Fax (optional):

Postal address (required):

PO Box		Town/City		Postcode	
Address 1					
Address 2					

13. You declare that You are not bankrupt and that all of the information supplied in this Application is true and correct and is not misleading in anyway.
14. You acknowledge that, having inspected the Premises, You will accept possession of the Premises in the condition it was in as at the date of inspection.
15. By Signing this application You are making an application to lease the Premises. The Lessor may or may not send You a proposed Residential Tenancy Agreement for the Premises.
16. If You are the successful applicant, the Lessor will send You a proposed Residential Tenancy Agreement for the Premises which will contain information about pre-requisites for the creation of a binding Residential Tenancy Agreement. The Residential Tenancy Agreement will be comprised of Parts A, B and C. Parts A and B can be viewed on reiwa.com.au. Part C will also include additional terms agreed to by the parties, a draft of which is attached to this Application.
17. If a sum for an Option Fee is stipulated in Part A, You must pay that Option Fee to the Property Manager at the same time You make this application. The Option Fee must be paid by You by cash or cheque. If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You by way of an electronic transfer to Your bank account details set out in Part B within 7 days of the decision.

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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.
 - (b) 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

- (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 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) and debt collectors, 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:

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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:** www.tica.com.au

(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:** info@ntd.net.au
- (v) **Website:** www.ntd.net.au

(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:

- (i) Postal and fax application forms can be downloaded from www.tica.com.au. Information regarding application 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 www.ntd.net.au. 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.

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YOUR (First Person's) PARTICULARS									
Given Name(s)						Family Name			
Address 1									
Address 2									
Suburb						State		Postcode	
Phone No	Work				Mobile			Home	
Email								Gender	
Date of Birth		Place of Birth				Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY									
Drivers Licence No		State of Issue		Passport No			Country of Issue		
Medicare Card No				Ref No		Colour		Expiry Date	
Other ID									
Vehicle Type & Registration No									
Anything else to support Your Application									

Smoker Yes No

Personal References

a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Phone No

Address (of Agency)

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Phone No

Address (of Agency)

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

Period of Employment Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Second Person's) PARTICULARS									
Given Name(s)						Family Name			
Address 1									
Address 2									
Suburb						State		Postcode	
Phone No	Work				Mobile			Home	
Email							Gender		
Date of Birth		Place of Birth				Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY									
Drivers Licence No		State of Issue		Passport No			Country of Issue		
Medicare Card No				Ref No		Colour		Expiry Date	
Other ID									
Vehicle Type & Registration No									
Anything else to support Your Application									

Smoker Yes No

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YOUR (Third Person's) PARTICULARS									
Given Name(s)						Family Name			
Address 1									
Address 2									
Suburb						State		Postcode	
Phone No	Work				Mobile			Home	
Email							Gender		
Date of Birth		Place of Birth				Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY											
Drivers Licence No			State of Issue			Passport No			Country of Issue		
Medicare Card No				Ref No			Colour			Expiry Date	
Other ID											
Vehicle Type & Registration No											
Anything else to support Your Application											

Smoker Yes No

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YOUR (Fourth Person's) PARTICULARS									
Given Name(s)						Family Name			
Address 1									
Address 2									
Suburb						State		Postcode	
Phone No	Work				Mobile			Home	
Email							Gender		
Date of Birth		Place of Birth				Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY											
Drivers Licence No			State of Issue			Passport No			Country of Issue		
Medicare Card No				Ref No			Colour			Expiry Date	
Other ID											
Vehicle Type & Registration No											
Anything else to support Your Application											

Smoker Yes No

Personal References

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b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Phone No

Address (of Agency)

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Reason for leaving

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Phone No

Address (of Agency)

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

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If less than 12 months, name and address of previous employer

Explanation if no employment:

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First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

application to enter into residential tenancy agreement

SPECIAL CONDITIONS

- 1) The APPLICANT accepts that if their application to enter into a residential tenancy agreement is accepted they will be required to sign the Lease, make Bond Payment, & pay two (2) weeks rent in advance within two (2) business of acceptance.
- 2) The APPLICANT has viewed the property & accepts it in its current condition as inspected unless otherwise stated.
- 3) The APPLICANT accepts that rent and/or accounts payable are to be paid by electronic funds transfer. Unless otherwise notified the LESSOR and/or the PROPERTY MANAGER will not accept cash for rental payments or any other accounts.
- 4) The APPLICANT accepts that rent is to be paid at a minimum of two (2) weeks in advance.
- 5) If applicable, the APPLICANT is aware that if a Pet is permitted it is required that a professional fumigation of the property is to be conducted annually and at the vacation of the property at the APPLICANTS cost and an invoice or certificate is to be provided to the LESSOR. Pets must be registered to the local Authority and the APPLICANT is to provide Pet Registration details in writing to the LESSOR within 21 days of signing this Lease.
- 6) Unless otherwise agreed to by the LESSOR in writing, smoking, burning of incense or any other similar activity is not permitted inside the residential building on the Premises.
- 7) The LESSOR makes no representation about the availability of telephone/internet lines or other communications services.
- 9) If applicable, the APPLICANT agrees to comply with all the rules & by-laws governing the use of the Premises & the common areas issued by the Strata Company & Strata Council.
- 9) The APPLICANT is responsible to keep the Premises in a clean & sanitary condition free from dirt, oils, grease, insects & vermin. The APPLICANT is responsible for the eradication of insect & vermin infestations caused by the APPLICANTS activities or lack of cleanliness.
- 10) The APPLICANT is to take reasonable steps to regularly check & test whether all smoke alarms (replace battery if required) & residual current devices (RCDs) are in good working order.
- 11) The APPLICANT agrees to replace all broken light globes & maintain lights in working order.
- 12) The APPLICANT must attend to the garden including all plant life so that they are kept in the same condition as described in the Property Condition Report, to water & fertilise them regularly, keep the gardens free from rubbish & weeds, to prune shrubs, trees & bushes as necessary & not to remove or cut down any plant life. Should there be an operational reticulation system; any sprinklers that are broken during the tenancy are at the APPLICANTS responsibility. Should at any time the reticulation system not be operational, it is the APPLICANTS responsibility to HAND WATER all areas until the system is operational. The APPLICANT also acknowledges & accepts responsibility to ensure the automatic reticulation is set correctly in accordance to the Water Corporation restrictions & guidelines.
- 13) If applicable, The APPLICANT must maintain the Pool/Spa & its equipment. The APPLICANT must not drain the pool/spa. The APPLICANT is aware that it is required a professional pool check is conducted to certify the pool water is balanced & fit for human use at the vacation of the Premises & at the APPLICANT'S cost with a invoice or certificate to be provided.
- 14) The APPLICANT must provide all maintenance requests in writing via email to leasing@oeijproperty.com.au unless otherwise notified. If the APPLICANT is found to be responsible for the maintenance/repair required, the APPLICANT understands that they will be charged for such maintenance/repair carried out. The APPLICANT agrees to report all damage & any state of disrepair to the premises within three (3) days of the damage or disrepair occurring. Failure to do so will render the APPLICANT liable for all costs and/or losses incurred by the LESSOR as a result of such failure to report. The APPLICANT is aware that a "call out fee" may be charged by the relevant tradesman/company if an appointment for maintenance purposes is not kept or is cancelled by the APPLICANT.
- 15) The APPLICANT must not install any water bed, aquarium, swimming pool/spa on the Premises.
- 16) The LESSOR will supply to the APPLICANT one set of Keys or access device that enable access to the Premises.
- 17) Upon vacation of the Premises the APPLICANT agrees to have all carpets professionally cleaned, at the APPLICANTS expense, & to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.
- 18) The APPLICANT is made aware that late rent will result in a Termination Notice being issued. It is the APPLICANT'S responsibility to make rental payments on time.
- 19) The APPLICANT is aware that the LESSOR or the PROPERTY MANAGER may take photos of the property inside or outside during routine inspections for the purposes of reporting.
- 20) The APPLICANT must not park or drive vehicles on the lawn or gardens if the reticulation is damaged as a result of driving or parking on the lawn or gardens then the APPLICANT must repair the reticulation at their cost.
- 21) The APPLICANT is aware that by entering into a fixed term lease it can only be terminated by mutual agreement of both parties. Resulting in an early termination of the Lease the LESSOR will incur damages so that a new Tenant can be placed in the premises, such damages may include but not limited to, advertising, leasing fee, tenant enquiry fees & final bond inspection. During such time the APPLICANT must still maintain the property & continue to pay rent until a new TENANT is placed in the property.
- 22) If the APPLICANT wishes to vary the Lease once agreed upon & signed the LESSOR will incur damages which the APPLICANT will be liable to pay prior to any variation.

**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 (**Second Person**)

Date

Your Signature (**Third Person**)

Date

Your Signature (**Fourth Person**)

Date