

TENANT COPY
PLEASE RETAIN THIS FORM FOR YOUR INFORMATION

BRUSE
REAL ESTATE

Property

Date tenancy to commence

Term of tenancy required

6 months

☐

12 months

☐

Other

(please indicate)

Before any application will be considered, each applicant must achieve a minimum of 100 check points. If you are unable to achieve 100 check points please contact us.

If you are self employed please provide tax return and/or accountant statement for proof of income.

Copies of the following documents must be attached with your application.

Proof of Identity – you must provide one of the following:

Driver's Licence OR
Passport OR
Birth Certificate + Photo ID

☐ 50 points

Proof of Income – you must provide at least one of the following:

Last Pay Advice OR
Current Centrelink Statement OR
Current Bank Statement
(must show sufficient funds to meet rental payments)

☐ 30 points

Supporting Documentation

you must provide at least **30 points** of the following documentation:

Current Rental Ledger (from last Managing Agent)
Last 2 Rent Receipts
Two Written References
Recent Rates Notice
Vehicle Registration papers
Current Electricity/Phone Account

☐ 40 points

☐ 20 points

☐ 20 points

☐ 30 points

☐ 10 points

☐ 10 points

Minimum of 30 points required

Note: If you are renting for the first time or have difficulty achieving 100 check points, call us to discuss alternative verification checks that may be conducted.

Phone

(08) 8431 8485

Mobile

0411 703 383

Fax

(08) 8431 8893

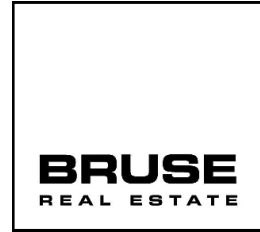
Email

property.management@bruse.com.au

Bruse Real Estate

ABN 34 122 770 068, RLA 181689
357 Greenhill Road Toorak Gardens
South Australia 5065
Licenced Real Estate Agents
www.bruse.com.au

**PLEASE RETURN THIS FORM TO BRUSE REAL ESTATE
WITH COMPLETED TENANCY APPLICATION**



I/we wish to apply for the following property

Property

Date tenancy to commence

Term of tenancy required

6 months

☐

12 months

☐

Other

(please indicate)

If there is more than person to occupy the property, then all occupants must complete the tenancy application form in full.

Bruse Real Estate will not process the application if you have not provided the required documentation and completed the forms in full.

Applicant 1

Name _____
(Please print clearly)

Signature _____

Date _____

Applicant 2

Name _____
(Please print clearly)

Signature _____

Date _____

Applicant 3

Name _____
(Please print clearly)

Signature _____

Date _____

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Tel: (08) 8431 8485 Fax: (08) 8431 8893 Agent No: 181689
Email: property.management@bruse.com.au

Member of SAA

SAPM001 © Lawsoft Pty Ltd

APPLICATION FOR RESIDENTIAL TENANCY

Residential Tenancies Act

Rental Property Details

Property _____
Available Date ____/____/____
Tenancy Term _____

*Note: The **Personal Information Form** must also be submitted by each Proposed Tenant with this Application*

Tenant 1 ☐ Personal Information Form attached or ☐ Personal Information Form already supplied

Full name _____
Phone work _____ Home _____
Mobile _____ E-mail _____

Tenant 2 ☐ Personal Information Form attached or ☐ Personal Information Form already supplied

Full name _____
Phone work _____ Home _____
Mobile _____ E-mail _____

Tenant 3 ☐ Personal Information Form attached or ☐ Personal Information Form already supplied

Full name _____
Phone work _____ Home _____
Mobile _____ E-mail _____

Number of persons proposed to occupy the Property Adults _____ Children _____

Intended residents

Rental Details

Rental _____ \$ per week

Lease period requested _____

First payment of rent in advance _____ \$

Bond equivalent of 4 weeks rent, or 6 weeks if rent is over \$250p/w _____ \$

Other _____ \$

Amount payable on signing Tenancy Agreement _____ \$

Tenant's Details

1 I/we apply for the tenancy above.

2 Pets Type of Pet _____ Breed _____ Number _____ Age _____
Type of Pet _____ Breed _____ Number _____ Age _____

3 I/we have or will need a residential tenancy bond from a State Government Dept.? ☐ Yes ☐ No
If Yes, \$ _____ Branch _____

4 Special conditions requested and or my special needs

Note: The landlord is not obliged to accept any of your requests or requirements for special conditions.

For exclusive use of Members or Affiliates of SAA

Tenant's Acknowledgements

- 5 None of us are bankrupt and all of the information supplied in this Application is true and correct and is not misleading in anyway and we will bring any information relevant to the landlord's attention.
- 6 I/we acknowledge that we will accept possession of the premises in the condition it is as at the date of inspection.

If you are advised the Application is Successful - it is still not binding unless all matters are finalised as below

- 7 I/We acknowledge if the application is successful the landlord will provide a proposed Residential Tenancy Agreement which I/we must then sign or decline and a Tenancy Agreement is only operative and binding if I/we sign the Residential Tenancy Agreement and return all the document to the Property Manager in the required time, and pay in immediately in full the required rent and bond and **an Agreement will only operate once the Landlord signs it** or advises their acceptance. If these things are not done within the time stipulated and or not accepted by the landlord then no Agreement will arise and the landlord may let the property elsewhere. Time is of the essence.

Name Tenant 1 _____

Signature – Tenant 1

Date

Name Tenant 2 _____

Signature – Tenant 2

Date

Name Tenant 3 _____

Signature – Tenant 3

Date

ACKNOWLEDGEMENT and CONSENT

We agree and the parties all acknowledge and consent to either of them or their attorneys and representatives signing this form and any agreements and notices (in relation to the tenancy agreement or under the Act) by electronic and/or digital signatures under the *Electronic Transactions Act (Cth* and the relevant State Act) and delivering this form and any application and notices by email.

OFFICE USE ONLY					
Tenant 1	<input type="checkbox"/>	Personal Details with Verification of Identity received		Date	/ /
Tenant 2	<input type="checkbox"/>	Personal Details with Verification of Identity received		Date	/ /
Tenant 3	<input type="checkbox"/>	Personal Details with Verification of Identity received		Date	/ /
References	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Previous Agent called <input type="checkbox"/> Yes <input type="checkbox"/> No
Employment	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Tenancy Agt Signed <input type="checkbox"/> Yes <input type="checkbox"/> No
ID verified	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Database check <input type="checkbox"/> Yes <input type="checkbox"/> No
Rent Paid	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Bond <input type="checkbox"/> Yes <input type="checkbox"/> No
Accepted	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Bond Lodged Date / /
Comments:					



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Email: property.management@bruse.com.au

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TENANT'S PERSONAL INFORMATION FORM

TO BE COMPLETED BY EACH TENANT

for Tenancy Application *Residential Tenancies Act*

Personal Details

First name	_____	Surname	_____
Mobile	_____	Phone work	_____
Email	_____	Email 2	_____
Date of Birth	_____	Australian	<input type="checkbox"/> Yes <input type="checkbox"/> No
Driver's Licence	_____	State	_____
Passport No	_____	Country	_____
Centrelink Ref ID	_____	Payment Type	_____
Vehicle Model/year	_____	Reg No.	_____
Pets	_____	Type/Breed	_____

Tenancy History

Present address _____

How long have you lived at your present address? _____ Rent Paid \$ _____

☐ Owned ☐ Rented ☐ Boarded

Reason for leaving this address? _____

Agent/Landlord's Name _____

Address _____ Phone No _____

Previous address _____

How long did you live at your previous address? _____ Rent Paid \$ _____

☐ Owned ☐ Rented ☐ Boarded

Reason for leaving this address? _____

Agent/Landlord's Name _____

Address _____ Phone No _____

Was Bond refunded in full? ☐ Yes ☐ No, if No – reasons why _____

Self Employed ☐ Yes ☐ No **Student** ☐ Yes ☐ No

Employment History

Employer 1 _____ Phone No _____

Occupation _____ ☐ Full Time ☐ Part Time ☐ Casual

Period of Employment _____ Net Weekly Income \$ _____

Previous Employer 2 _____ Phone No _____

Occupation _____ ☐ Full Time ☐ Part Time ☐ Casual

Period of Employment _____ Net Weekly Income \$ _____

References – two personal/business references (not related to you)

Name 1 _____ Relationship _____

Address _____ Phone No _____

Name 2 _____ Relationship _____

Address _____ Phone No _____

Emergency Contacts

Name 1 _____ Relationship _____
Address _____ Phone No _____

Name 2 _____ Relationship _____
Address _____ Phone No _____

My Financial Institution Details (for repayments in future and to verify payments in)

Bank _____ Account Name _____
BSB _____ Account No _____

Disclaimer / Authority

I hereby offer to rent the property from the owner on the attached Application and or any future Application I acknowledge that any application is subject to the approval of the owner/landlord. I declare that all information contained in this application is true and correct and given of my own free will.

I AUTHORISE the Agent to obtain personal information about me from:

- (a) The owner or the Agent of my current or previous residences;
- (b) My personal referees and employer/s;
- (c) Any record listing or database of defaults by tenants;

Any record listing or database of defaults by tenants such as TICA, NTD, TRA or Other databases for the purpose of checking tenancy history. I am aware that I may access my personal information by contacting:

TICA	Address: PO Box120, Concord NSW 2137 Telephone: 1902 220 346 Facsimile: (02) 9743 4844 Website: www.tica.com.au	TRA	Address: PO Box 372 Rose Bay NSW 2029 Telephone: 02 9363 9244 Facsimile: 02 9329 2861 Website: www.tradingreference.com
NTD	Address: GPO Box13294, George Street 120, Brisbane QLD 4003 Telephone: 1300 563 826 Facsimile: (07) 3009 0619 Website: www.ntd.net.au	Other:	

I am aware that the Agent will use and disclose my personal information within this application without limiting in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents and complete a check with TICA, NTD, TRA or Others
- (c) allow trades-people or equivalent organisations to contact me
- (d) lodge/claim/transfer to/from a Bond Authority
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
- (f) refer to collection agents/lawyers (where applicable)

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises. I am aware that I may access personal information on the contact details above. By signing this document I AGREE AND ACKNOWLEDGE the terms above and that I may make applications to enter into a Residential Tenancy Agreement. I understand my Applications may not be successful as there may be many applicants and this Personal Information may be used for any Applications I make.

ACKNOWLEDGEMENT and CONSENT ELECTRONIC SIGNING

I agree and the parties all acknowledge and consent to either of them or their attorneys and representatives signing this form and any agreements and notices (under the agreement application or under the Act) by electronic and/or digital signatures under the *Electronic Transactions Act (Cth and the relevant State applying)* and delivering this form and any application and notices by email.

Signature Tenant

Date: _____

my Verification of Identity details are on the next page attached

Verification of Identity of

Name _____

100 Point Check – by Agent

Before any application will be considered, each applicant must achieve a minimum of 100 check points. Should you not be able to meet the 100 check points please speak to the Agent. This information needs to be photocopied prior to submitting the application.

Proof of Identity – you must provide one of the following:

Driver's Licence OR

Passport OR

Birth Certificate + Photo ID

☐ 50 points

Proof of Income – you must provide at least one of the following:

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Current Bank Statement

(must show sufficient funds to meet rental payments)

☐ 30 points

Supporting Documentation

you must provide at least **30 points** of the following documentation:

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Two Written References

Recent Rates Notice

Vehicle Registration papers

Current Electricity/Phone Account

☐ 40 points

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☐ 30 points

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☐ 10 points

Minimum of 30 points required

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Bruse Real Estate Pty Ltd ITF Bruse Real Estate Unit Trust T/A Bruse Real Estate
357 Greenhill Road Toorak Gardens SA 5065
Tel: (08) 8431 8485 Fax: (08) 8431 8893 Agent No: 181689
Email: property.management@bruse.com.au

Member of SAA

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TENANT'S PERSONAL INFORMATION FORM

TO BE COMPLETED BY EACH TENANT

for Tenancy Application *Residential Tenancies Act*

Personal Details

First name	_____	Surname	_____
Mobile	_____	Phone work	_____
Email	_____	Email 2	_____
Date of Birth	_____	Australian	<input type="checkbox"/> Yes <input type="checkbox"/> No
Driver's Licence	_____	State	_____
Passport No	_____	Country	_____
Centrelink Ref ID	_____	Payment Type	_____
Vehicle Model/year	_____	Reg No.	_____
Pets	_____	Type/Breed	_____

Tenancy History

Present address _____

How long have you lived at your present address? _____ Rent Paid \$ _____

☐ Owned ☐ Rented ☐ Boarded

Reason for leaving this address? _____

Agent/Landlord's Name _____

Address _____ Phone No _____

Previous address _____

How long did you live at your previous address? _____ Rent Paid \$ _____

☐ Owned ☐ Rented ☐ Boarded

Reason for leaving this address? _____

Agent/Landlord's Name _____

Address _____ Phone No _____

Was Bond refunded in full? ☐ Yes ☐ No, if No – reasons why _____

Self Employed ☐ Yes ☐ No **Student** ☐ Yes ☐ No

Employment History

Employer 1 _____ Phone No _____

Occupation _____ ☐ Full Time ☐ Part Time ☐ Casual

Period of Employment _____ Net Weekly Income \$ _____

Previous Employer 2 _____ Phone No _____

Occupation _____ ☐ Full Time ☐ Part Time ☐ Casual

Period of Employment _____ Net Weekly Income \$ _____

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Name 2 _____ Relationship _____

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- (f) refer to collection agents/lawyers (where applicable)

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Passport OR

Birth Certificate + Photo ID

☐ 50 points

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Passport No	_____	Country	_____
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Vehicle Model/year	_____	Reg No.	_____
Pets	_____	Type/Breed	_____

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Reason for leaving this address? _____

Agent/Landlord's Name _____

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Occupation _____ ☐ Full Time ☐ Part Time ☐ Casual

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Minimum of 30 points required

Note: If you are renting for the first time or have difficulty achieving 100 check points, call us to discuss alternative verification checks that may be conducted.

IMPORTANT INFORMATION ABOUT RENTING WITH US



APPLICATION

- ◆ To apply for the property all applicants will need to disclose personal details, including current and previous rental history information,
- ◆ You must include all intended residents, including children and their ages.
- ◆ Your references need to be available with correct contact details during business hours.
- ◆ You must complete the 100 point identification check and submit copies of the relevant documentation for each applicant.
- ◆ Completed application with supporting documents can be submitted to our office or emailed to property.managment@bruse.com.au

RENT PAYMENTS

- ◆ Rent payments are made through the DEFT Payment System only.
- ◆ Rent is payable fortnightly and must always be two weeks in advance.
- ◆ Bruse Real Estate have a zero tolerance policy for late rent payments.

ROUTINE INSPECTIONS

- ◆ Routine inspections are conducted quarterly by Bruse Real Estate.
- ◆ Photographs of the property are taken during the inspection.
- ◆ The tenant will be notified the date of inspection in writing. A fee is charged to reschedule the inspection.

SMOKING

- ◆ Smoking is not permitted inside the property including garage.

RESIDENTIAL TENANCY AGREEMENT

- ◆ The attached sample agreement is used by Bruse Real Estate.
- ◆ You are not required to complete the sample agreement.
- ◆ Should you require further information please contact our office.

Phone
(08) 8431 8485
Mobile
0411 703 383
Fax
(08) 8431 8893
Email
property.managment@bruse.com.au

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Tel: (08) 8431 8485 Fax: (08) 8431 8893 Agent No: 181689
Email: property.management@bruse.com.au

Member of SAA

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RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

The parties to this agreement should consider obtaining legal advice about their rights and obligations under this Agreement. The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out herein.

THE LANDLORD

Name _____
Address _____

LETTING AGENT

Name Bruse Real Estate Pty Ltd ITF Bruse Real Estate Unit Trust trading as Bruse Real Estate
Address 357 Greenhill Road Toorak Gardens SA 5065
Mobile _____ Phone (08) 8431 8485 Fax (08) 8431 8893
Email property.management@bruse.com.au

TENANT / S

Tenant 1 _____ Email 1 _____
Tenant 2 _____ Email 2 _____
Tenant 3 _____ Email 3 _____
Tenant 4 _____ Email 4 _____
Main Tenant Phone _____

The following persons agree to all notices and information given by email under the *Electronic Communications Act 2011*.

Tenant 1 ☐ Yes ☐ No Tenant 2 ☐ Yes ☐ No
Tenant 3 ☐ Yes ☐ No Tenant 4 ☐ Yes ☐ No

THE PREMISES

Address Description

Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

RENT

\$ N/A _____
(in words)

Rent payable in instalments

1st instalment: \$ _____ due on _____ (date)
2nd instalment: \$ _____ due on _____ (date)
Thereafter \$ _____ every ☐ week ☐ fortnight ☐ four weeks ☐ monthly

Payment method

☐ Internet Transfer ☐ Direct Debit ☐ Rent Card ☐ Other _____

How and Where Rent Payable

DEFT Payment System - refer to DEFT instructions supplied at commencement of the Tenancy.

DEFT REFERENCE NUMBER: 00 NO CASH PAYMENTS ACCEPTED AT OFFICE

FIXED TERM TENANCY☐ No☒ Yes

From _____ To _____

NB: If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

PERIODIC TENANCY☒ No☐ Yes

From _____ Until terminated in accordance with this Agreement

RENT INCREASE PROVISIONS

The parties agree to increase the rent on the following basis and times

☐ the rent will increase to \$ _____ per _____ on _____ (date)☐ the rent increase will be calculated by the following method and on the following dates

In any event and or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with s55 of the Act by giving Notice prior in accordance with and complying with s55(2) (c) of the Act and as may be detailed in the additional conditions in the Annexures.

BOND

\$ _____ Regulation 9 and s61 of the Act. 4 weeks rent, or 6 weeks if rent more than \$250 p/w.

WATER CONSUMPTION

The tenants are to pay water charges and allowances as detailed and as allowed under the Act

☐ All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)☐ All water usage☐ All water usage over & above _____ annual allowances☐ No charge for water☐ Other _____

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord. See section 7 of the Act.

Service**Apportionment**

_____	_____
_____	_____

INSURANCE☐ **Landlord** has responsibility for insurance of the building and premises☐ **Tenant** has responsibility for insurance of contents of the premises (for property the tenant has possession of)**PROSPECTIVE SALE**☐ No☐ YesThe Landlord has a present intention to sell the Property. **If YES**, give details.

DOMESTIC FACILITIES

Information for appliances and devices will be reasonably given (and can be in writing or oral) and may also be provided by online access or email by the Agent.

Facility**Model/Name (if applicable)**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy

GENERAL CONDITIONS

1 Application of Act and Regulations

The provisions of the Residential Tenancies Act (the "Act") and the Residential Tenancies (General) Regulations (the "Regulations") as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2 Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 1 and in the manner and place specified therein without setoff or abatement.

3 Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4 Rent Review

The rent will be reviewed and increased from time to time in as expressly agreed and stated herein above in accordance with the Act and the parties agree that the Landlord can increase the rent during this Agreement otherwise subject to the provisions of s55 of the Act and any provisions relating to Notice under the Act and such increases by Notice are limited to prior notice and not before any period limiting increases under s55(2)(c) of the Act.

5 Subletting and Assignment

The Tenant may not sublet the Premises or assign his interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6 Termination

The Landlord may terminate this Agreement by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

7 Tenants Obligations

The Tenant must:

- 7.1 Pay for all services to the Premises to include but not limited to gas, oil, electricity, water consumption and telephone costs.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6 Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the Strata Titles Act or the Community Titles Act or are comprised in a form of multiple dwelling the Tenant will comply in all respects with the provisions of the Articles of the Corporation and directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

The Tenant will not

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent to make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Fix any television antennae to the Premises without the prior written consent of the Landlord.
- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) at or on the Premises.
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motor cycle into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool then the Tenant will

- 7.20 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.21 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.22 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.23 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

8 Landlords' Obligations**The Landlord will:**

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2 Provide and maintain the Premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Provide adequate locks and devices to secure the Premises.
- 8.4 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9 Right of Entry**The Landlord may subject to the Act enter the Premises in the following circumstances:**

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.

- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 At any time with the consent of the tenant given immediately before the time of entry.

10 Compensation for Damages

If the Tenant causes damage to the Premises by removing a fixture the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and or any negligence arising from the Tenants use of the Premises.

11 Termination by Landlord –

Periodic Tenancy Only

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Regulations and as in clause 6.

12 Termination by Tenant – Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

13 Re-letting

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its manager may make a charge for processing an application for consent to sublet or re-let the property.

14 Definitions

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A person will mean and include a corporation. A reference to the Landlord will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and or the Manager. Premises will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The Manager will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

15 GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* or any amending or replacing Act.

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

ACKNOWLEDGEMENT and CONSENTS

The Landlord and Tenant each acknowledges and consents to the Landlord or Agent and the Tenant or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the *Electronic Communications Act (SA)* and delivering this Agreement and any Notices under the Act by email.

EXECUTION**SIGNED BY THE TENANT/S****DATE**

 Tenant 1

 Tenant 2

 Tenant 3

 Tenant 4
The Tenant(s) acknowledge receipt of

Information Brochure - Residential Tenancies Act 1995

☐ Yes☐ No

Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)

☐ Yes☐ No

Inspection Report

☐ Yes☐ No

Manuals and Instructions or internet directions to access

☐ Yes☐ No**SIGNED BY OR ON BEHALF OF THE LANDLORD****DATE**

Landlord



Letting Agent as authorised

OFFICE USE

Inspection Report sent

☐ Yes

Manuals or instructions (written or oral) for domestic facilities given

☐ Yes

A copy of this Agreement sent

☐ Yes

Security Bond Form

☐ Yes

Information regarding Water Charges

☐ Yes

Agents Tenant Information Annexure

☐ Yes

Keys given

☐ Yes

Residential Tenancies Act 1995
NOTICE OF TENANCY DETAILS

Details pursuant to s48 *Residential Tenancies Act* to be supplied at commencement of new tenancy.

INFORMATION REGARDING YOUR TENANCY**TENANT / S**

Tenant 1 _____
Mobile _____ Email _____
Tenant 2 _____
Mobile _____ Email _____
Tenant 3 _____
Mobile _____ Email _____
Tenant 4 _____
Mobile _____ Email _____

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

PROPERTY

Address _____

AGENT

Name Bruse Real Estate Pty Ltd Bruse Real Estate Unit Trust trading as Bruse Real Estate
Address 357 Greenhill Road Toorak Gardens SA 5065

Mobile _____ Phone (08) 8431 8485 Fax (08) 8431 8893
Email property.management@bruse.com.au

The Agent will accept service of all Notices by email to this address.

LANDLORD

Name _____
Address _____

If Company (registered address) _____

If Landlord not owner (Owner): _____
