



**CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER**

- 18. The amounts referred to in Items 9 to 17 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
- 19. the Applicant will not be entitled to occupation of the Premises until:
  - (i) vacant possession is provided by the current occupant of the Premises;
  - (ii) the Lease is signed by the Applicant; and
  - (iii) the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises.
- 20. The persons comprising the Applicant are over the age of 18 years, none are bankrupt and they each declare that all of the information supplied in the Applicant's Particulars are true and correct and are not misleading in any way.
- 21. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
- 22. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the "REIWA Standard Residential Property Lease", including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 to 17.
- 23. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent, and to pay the letting fee to the maximum amount allowable pursuant to Section 27 of the *Residential Tenancies Act 1987*.
- 24. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
- 25. the Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
- 26. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
- 27. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.

**PRIVACY**

- 28. The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.
- 29. The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's 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 to 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 obligation 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

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at

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.

**OFFER OF OPTION OF OWNER**

- 30. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, shall be the amount referred to in item 7. The period of the options shall commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm two business days after the acceptance of the Application and Offer.
- 31. The Option is exercised by the Applicant either:
  - (i) executing the Lease; or
  - (ii) taking possession of the Property with the Owner's consent; or
  - (iii) giving a notice in writing to the Owner exercising the Option;whichever occurs first.
- 32. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987.
- 33. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.





35. SECOND APPLICANT'S PARTICULARS

Name (Surname) (Given Names)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID Vehicle type & registration no.

Vehicle type & registration no.

Proof of Identification (licence number/bankcard etc)

Smoker Yes / No

Personal References a) b)

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

Address

Phone No

Rental Paid \$ Period rented from to

Reason why leaving

(ii) Previous address of Applicant

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

Address

Phone No

Rental Paid \$ Period rented from to

Reason 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, address and telephone)

First person

Second person

Emergency Contact (name, address and telephone)

First person

Second person



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36. Special Conditions to the lease requested by the Applicant

37. Special conditions that will apply to the lease (if Application accepted and option exercised)

Applicant's signature ..... Date .....

Applicant's signature ..... Date .....

Applicant's signature ..... Date .....

Owner or Owner's Managing Agent's signature ..... Date .....  
As acceptance of the Application