# ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

**OWNERS FULL NAME :**
**TENANTS FULL NAME :**
**ADDRESS OF TENANTS:**

1. A **Breach notice for non-payment of rent** will be issued for late rental payments. The tenant(s) understand that the agent is not obliged to make contact with the tenant to remind them of rent payments as an alternative to or prior to issuing this notice.

2. The tenant/s acknowledge and accept that it may take **up to 72 hours for their bank to transfer** their rent by either direct debt or internet banking transfer. The Tenant agrees to ensure that RE/MAX Lighthouse Realty receive the rent payment on the day it falls due and the tenant further acknowledges that they will receive a Breach Notice if the rent isn't received by RE/MAX Lighthouse Realty on the due date.

3. The tenant(s) will ensure that all furniture that can be moved over polished wooden floorboards, vinyl, slate and/or parquetry flooring shall be fitted with **felt pads or some other form of protective covering** to prevent damage to the surface.

4. The rent may be subject to a **6 month rent increase** taking into consideration the conditions set out in the Residential Tenancies Act 1987 (Section 30).

5. The tenant agrees to use **drip trays on the driveways/garage & carport floors** at their expense to prevent any oil, grease or petrol leakage from motor vehicles. Failure to do so will result in the tenant being liable for professional cleaning.

6. The tenant agrees to **take the property "as viewed"**, and is aware that the owner is not obliged to carry out any changes, additions, modifications or improvements to the property whatsoever, except where required under law.

7. The tenant is aware that the agent will make inspections (quarterly) with an additional initial inspection approximately six (6) weeks after the commencement of the tenancy.

8. The tenant acknowledges that, if the property is not fitted with an **electrical safety switch**, it becomes the tenant's responsibility to advise any person they allow to operate electrical equipment at the premises to provide their own portable safety switch. This includes cleaners, ironing ladies, etc.

9. The tenant is aware that if the property is fitted with a smoke alarm(s), the tenant is required to check the apparatus on the first day of each and every month during their tenancy and to maintain the devices in working order at all times. The tenant further agrees to replace the batteries in the smoke alarms on the first day of April of each year. The tenant also agrees to contact the managing agent immediately if the smoke alarm(s) cease to be in working order and/or require maintenance.

10. The tenant agrees to replace the batteries in the automatic reticulation system, at their own expense, on the first day of April during their tenancy.

11. The tenant agrees that unregistered or un-roadworthy vehicles are not to remain on the premises.

12. The tenants are aware that under this agreement they are required to **notify the agent within 14 days of any change of their employment** as per Section 53(c) of the Residential Tenancies Act. Penalty $100.00.

13. The tenants shall be liable for any **cost incurred in recovering rent arrears or any other amount due** and all relevant costs including the possible appointment of a **Debt Collection Agency**.

14. The tenants are aware and have been informed that although they are responsible for the cost of replacing tap washers, the agent has recommended that they employ a professional plumber (holder of a current plumbing licence) to undertake the replacement of such washers pursuant to the Bunbury Water Board By-Laws Section 4.0.1 (a) and (b). Should the tenants decide to undertake this work of their own accord, they do so at their own risk. The same principle should also be applied to the replacement of electrical fuses. Should the tenant wish to view a copy of the Bunbury Water Board By-Laws, they should speak to their Property Manager.

15. If the tenant(s) is permitted to keep a pet at the property, it is under the following conditions: the tenant agrees to pay a $100.00 pet bond, the pet remains outside at all times, does not cause a nuisance to neighbours and does not damage the property. Should the pet need to be replaced, the tenant(s) is required to seek further permission of the owners agent (RE/MAX Lighthouse Realty) prior to replacement being sought. Should the pet cause any damage to the property, the tenant(s) agrees to

reinstate to the original condition and quality. The tenant(s) agree to the property being professionally fumigated for fleas upon vacating at the tenant's expense with a receipt to be supplied to RE/MAX Lighthouse Realty.

16. The tenant/s agree to allow representatives from the company of the managing agent (or a telemarketer employed by the same) to contact them from time to time with information pertaining to the purchase of property (or properties) and any other relevant sales information.

17. The tenant acknowledges and accepts that under the provisions of the **Bush Fires Act 1954**, they are required to carry out fire prevention work on the subject property (either residential or rural). Persons who fail to comply with the requirements of the Act, may be issued with an infringement notice **(City of Bunbury penalty $250.00)**, or be prosecuted with an increased penalty, and additionally local council may carry out the required work at the expense of the occupier.

18. In addition, if the tenant fails to comply with any Act enforced by local council, they accept that they will liable for any expenses and/or penalties involved in complying with that Act as required by the local council.

19. The tenant acknowledges and accepts that in the event that the tenant requests and is granted permission to break their lease prior to the lease expiry date, the tenant will be responsible for all cost incurred by the owner. This includes, but may not be limited to: All rent and water payments up to the day before a new tenancy commences at the property, Advertising the property in the printed press, final bond inspection report, unexpired portion of the Agents leasing fee.

20. The tenants acknowledge and accept that as part of the management of the property, the agent will take photographs during inspections that reflect the state and condition of the property. All care will be taken to avoid photographs that include the tenant, the tenants children or the tenants possessions.

21. The tenants acknowledge and accept that if the condition and presentation of the property isn't to the satisfaction of the Property Manager at the time of a routine property inspection, where the tenant has been given between 7 – 14 days written notice of the intention to inspect the property, then another appointment will be made to re-inspect the property, then the owner will charge, and the tenant agrees to pay, a re-inspection fee of up to $55.

22. The tenants acknowledge and accept that any costs incurred in connecting a telephone line, including the initial installation and re-installation of the telephone line, will be at the tenants expense.

23. The tenants acknowledge receiving a copy of the Water Corporations Watering Days hand-out supplied to them by the agent. The tenant further agrees to abide by these watering days and to only water between midnight and 9am and 6pm and midnight on the designated watering days. The tenant/s further agree that any fine imposed by the Water Corporation for breach of these times will the tenants responsibility to pay.

## ACKNOWLEGEMENT

**I/we have READ AND UNDERSTOOD ALL THE ABOVE CLAUSES applicable to the Residential Tenancy Agreement for the above stated property. All queries relating to this document have been addressed to our satisfaction.**

**TENANT SIGNED:** _____ **TENANT SIGNED:** _____

**WITNESS:** _____ **WITNESS:** _____

**DATE:** _____ **DATE:** _____

# PRIVACY DISCLOSURE STATEMENT OF WESTBOLD INVESTMENTS PTY LTD T/AS RE/MAX LIGHTHOUSE REALTY

**149 VICTORIA STREET, BUNBURY WA 6230 (HEAD OFFICE)**
**PHONE: (08) 9792 7444 FAX: (08) 9792 4044**

We are an independently owned and operated business. We are bound by the National Privacy Principals. We collect personal information about you in this form to assess your application for a residential tenancy. We may need to collect information about you from your previous landlords/letting agents, current employer, and referees. We will also check whether any details of tenancy defaults by you are held on a tenancy default database. We use the database operated by TICA Default Tenancy Control Pty Ltd and The National Tenancy Database. You can find out more information about these databases from their websites at www.tica.com.au and www.reiwa.com.au. Your consent to us collecting this information is set out below.

We may disclose personal information about you to the owner of the property to which this lease agreement relates. We may disclose your details to service providers relevant to the tenancy relationship including gas, electricity, water, maintenance contractors and the landlord's insurers. We may also send personal information about you to the owners of any other property at your request.

The tenant is invited to review a copy of the complete terms of the Agent's Privacy Policy enacted pursuant to the Privacy Act, 1988. A copy of this complete Policy is available at the agent's website or upon request being made to the tenants Agent.

You have the right to access personal information that we hold about you by contacting our privacy officer. If you do not complete this form or do not sign the consent below then your application for a residential tenancy may not be considered by the owner of the relevant property or, if considered, may be rejected.

## PRIVACY CONSENT

I, the tenant acknowledge that I am over 18 years of age, I have read and understand the Privacy Notice of Westbold Investments Trading as RE/MAX Lighthouse Realty, I authorize RE/MAX Lighthouse Realty to collect information about me from:
My previous letting agents and or landlords and their insurers;
My personal referees; and
Any tenant default database, which may contain personal information about me. I also authorize RE/MAX Lighthouse Realty to disclose details about any defaults by me under the tenancy to which this application relates, to any tenancy default database to which RE/MAX Lighthouse Realty subscribes.

I also authorise RE/MAX Lighthouse Realty to refer my details to any arranger of utilities (to arrange connection or transfer of telephone, gas, electricity, water, furniture etc).

**TENANT SIGNED:**_____ **TENANT SIGNED:** _____

**WITNESS:** _____ **WITNESS:** _____

**DATE:** _____ **DATE:**_____