

APPLICATION FOR TENANCY

IMPORTANT

No application will be accepted or processed unless the following information is provided:

Application Form	Separate fully completed application for each adult to reside at property Disclaimers signed by all applicants
Identification	You must provide at least <u>one</u> of the following: Drivers Licence Passport Photo ID & Birth Certificate
Proof of Income	You must provide the following where applicable: 2 x recent Payslips Centrelink Statements Bank Statements Employment Details Accountant's details / BAS statements if self-employed
Proof of Current Address	You must provide at least <u>two</u> of the following: Car Registration / Insurance Papers Telstra / mobile phone account Gas or Electricity Account Bank Statement
If renting with an Agency:	Current Lease Rental Ledger Agent's contact details
If renting privately:	Copy of bond lodgement Rent receipts Landlord contact details

Property must be inspected internally before application can be processed.

PLEASE ALLOW AT LEAST 2 WORKING DAYS FOR APPLICATION TO BE PROCESSED

RESIDENTIAL TENANCY APPLICATION

Property _____

Full Name _____ D.O.B _____

Current Address _____

Email _____ Phone _____ Mobile _____

Period of Occupancy _____ Current Lessor / Agent _____

Address _____ Phone _____

Previous Address _____

Period of Occupancy _____ Previous Lessor / Agent _____

Address _____ Phone _____

Was bond refunded in full yes / no If not, why _____

Marital Status _____ Number of Occupants _____

Number of Children _____ Ages _____

Main Language Spoken other than English _____

Pets _____ Breed _____ Age _____

Warning – pets must remain outside at all times

Drivers Lic. No. _____ State _____ 18+ Card No. _____

Car Reg. _____ State _____

If the information is not provided, the agent will not be able to process the application and manage the tenancy.

I understand that once this application has been submitted to the Agent, it then becomes the property of the Agent to be kept for a minimum period of 12 months before being destroyed.

During my inspection of this property I found it to be in a reasonably clean condition: yes / no

If "no" I believe the following items should be attended to prior to the commencement of my tenancy. I acknowledge that these items are subject to the Landlord's approval.

Office use only

Unfurnished Rent \$ _____ per week

Term of Tenancy - 6 months From _____

Bond 4 weeks \$ _____

Rent in Advance \$ _____

TOTAL TO BE PAID BY APPLICANT \$ _____

EMPLOYMENT / INCOME

Current Occupation _____ Length of Employment _____

Current Employer _____

Address _____

Contact _____ Phone _____ Weekly Salary _____

Centrelink _____ Other _____

If Employed for Less Than 6 Months - Previous Employer _____

SELF EMPLOYED

Name of Business _____ ABN: _____

Industry _____ How Long _____

Address _____

Accountant _____ Phone _____

BUSINESS / WORK REFERENCES

Name _____

Business / Work Name _____

Address _____ Phone _____

PERSONAL REFERENCES

Next of kin (not living with you) _____

Address _____

Email _____ Phone _____

Friend / relative _____

Address _____

Email _____ Phone _____

Friend / relative _____

Address _____

Email _____ Phone _____

Letting Policy of Professionals paradise realty

This office is aware at all times of its obligation to follow the law. This includes the law about discrimination.

We will treat all property owners and applicants fairly. This means that we will not discriminate against you because of your race, ethno-religion, sex, marital status, disability, homosexuality, age or transgender.

We will not discriminate against you because of the race, ethno-religion, sex, marital status, disability, homosexuality, age or transgender of any of your relatives, friends or colleagues.

We will not take instructions from property owners who want us to break anti-discrimination laws.

We may decide to accept multiple applications for any one property managed by this office.

We may refuse to accept an application from you;

- a) if the property is physically not able to accommodate as many people as you want to occupy it
- b) if the property cannot be made to suit your particular needs (eg if you need wheelchair access and the property is up 2 flights of stairs)

We recognise that people with disabilities have the same right to rent a property as people who do not have a disability. We will do our best to negotiate any adaptations or changes that a person with a disability needs. However, we also recognise that an owner does not have to adapt or change the property if doing so will cause unjustifiable hardship to the owner.

In all other cases, when we decide who can rent a property, we will only look at how well you can pay the rent and look after the property. We will ask you for references about both of these things and we will check these references.

We will only refuse your application if your references were not acceptable, or were less acceptable than those of the successful applicant.

If you are unhappy with anything to do with the way we let property in this office, please ask to speak to one of the Property Managers. Your opinion matters to us.

Signing your Residential Tenancy Agreement

If you are selected as the successful applicant for this property, it is important to note the following issues regarding your appointment to sign the Residential Tenancy Agreement;

- 1) as a result of continued security concerns, Professionals paradise realty is a **cashless office**. All monies noted in this form are to be paid by way of bank cheque or money order only.
- 2) your appointment will be booked into a busy schedule. If you are late for your appointment, you may be asked to wait until a break occurs in our schedule. If you cannot attend at the appointed time, please call our office at least 24 hours prior to the appointment so that we can provide an alternative date and time.
- 3) all parties that are to sign the Residential Tenancy Agreement must attend at the appointed time. No keys will be issued until **all parties** have executed the agreement.
- 4) Should you opt to pay the rent via direct debit, please note that once direct debit arrangements have been put in place, they **cannot be altered**. Your rent will be deducted from your nominated account on the selected day of each week, fortnight (Thursdays only) or month without fail.

Direct Connect
make a connection

UTILITY CONNECTIONS
P: 1300 664 715 F: 1300 664 185 W: www.directconnect.com.au

Your Free No Obligation Utility Connection Service

"Let us do the running around and connect your utilities for you"

Electricity Internet Gas Phone Pay TV Insurance

DECLARATION AND EXECUTION: By signing this application, I/we: consent to Direct Connect arranging for the connection and disconnection of the nominated utility services and to providing information contained in this application to utility providers for this purpose; acknowledge having been provided with terms and Conditions of Supply of Direct Connect and having read and understood them together with the Privacy Collection Notice set out below; declare that all the information contained in this application is true and correct and given of their own free will; expressly authorise Direct Connect to provide any information disclosed in this Application to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; expressly authorise Direct Connect to provide any information disclosed in this Application to an information provider for the purpose of that information provider disclosing it to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Utility Connections" above even if we/I have not applied for the connection of those services in this application. This consent will continue [for a period of 1 year from the date of our/my execution of this application/until [28] days after we/I disconnect the last of the services in respect of which this application is made]; acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register; understand that under the requirements of the Privacy Act 1988, Direct Connect will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse; authorise the obtaining of a National Metering Identifier (NMI) for my residential address to obtain supply details; consent to Direct Connect disclosing my/our details to utility providers (including my/our NMI and telephone number); declare and undertake to be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and hereby indemnify Direct Connect and its officers, servants and agents and hold them indemnified against any charges whatsoever in respect of the Services; acknowledge that, to the extent permitted by law, Direct Connect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of the services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection, disconnection or provision of, or failure to connect or disconnect or provide, the nominated utilities; acknowledge that whilst Direct Connect is a free service I/we may be required to pay standard connection fees or deposits required by various utility providers; acknowledge that the Services will be provided according to the applicable regulations and that the time frames and terms and conditions of the nominated utility providers bind me/us and that after hours connections may incur additional service fees from utility providers; acknowledge that the real estate agent listed on this application form may receive a benefit from Direct Connect in connection with the provision of the service being provided to me/us by Direct Connect; and acknowledge the entitlement of Direct Connect and its associates, agents and contractors, to receive a fee or remuneration from the utility provider and that such fee or remuneration will not be refunded to me as a rebate in connection with the provision of the utility connection services. By signing this application form, I warrant that I am authorised to make this application and to provide the consents, acknowledgements, authorisations and other undertakings set out in this application form on behalf of all applicants listed in this application form.

Applicants Signature: _____

Date: _____

DISCLAIMER / AUTHORITY

I, the said applicant, do solemnly and sincerely declare that I am not a **DECLARED BANKRUPT** or an **UNDISCHARGED BANKRUPT** and affirm that all the information contained in this application is true and correct and that all of the information was given of my own free will. I further authorise the letting agent to contact and or conduct any inquiries and or searches with regard to the information and references supplied in this application.

I, the said applicant do solemnly and sincerely declare: -

1. I have inspected the property located at : _____
2. I have of my own accord decided that I wish to rent the aforementioned property commencing ____/____/____ for a period of **6 months**.
3. I have been informed, understand and agree that the rental of the aforesaid property is to be \$_____ per week and that this rental is within my means to support.
4. I have been informed, understand and agree that the rental for the said property is to be ***paid every week*** and is to be ***2 weeks in advance*** at all times.
5. I have been informed, understand and agree that acceptance of my application is subject to a satisfactory report being obtained from information supplied on the Tenancy Application submitted by me.
6. I have been informed, understand and agree that should there be a requirement to commence proceedings for recovery of rent, repairs and / or damage to the aforesaid property during the term or at the expiration of the tenancy agreement, all costs associated with these proceedings shall be able to be recovered from me.
7. **I have been informed, understand and agree that should this application not be accepted, the agent is not required or obligated to disclose why or supply any reason for the rejection of this application.**
8. I understand this Agent is a member of Trading Reference Australia and Tenancy Information Australia and will be conducting a reference check. I also authorise this Agent to provide any information to TRA and TICA and for the purpose of verification of my identity or listing. I also know that if I am listed as a defaulter, this Agent/Landlord has the authority to reject my application. I also recognise that if I default, I will be listed.

PRIVACY ACT 1988 ACKNOWLEDGEMENT

COLLECTION NOTICE - Applications for Tenancy

The personal information the prospective tenant provides in their 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 landlords and their advisors, 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 obligations under that agreement, the fact and other relevant personal information collected about the applicant during the course of 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 **Professionals paradise realty at 2/509 Hume Highway, Casula NSW 2170** or on the following; phone: **9601 7455** fax : **9821 1097** email: rentals@professionalsparadise.com.au

The applicant can also correct the information if it is inaccurate, incomplete or out-of-date.

In accordance with Section 18n (1)(b) of the Privacy Act, I authorise you to give information from all credit providers and references named in this application. I understand this can include information about credit worthiness, credit standing, credit history or credit capacity. I understand this information may be used to assess my application

MATERIAL FACTS

Any structural problems, white ants or other information - ☐ Yes ☐ No
details if yes:

The property has been subject to serious flooding or bush fire in the past five years - ☐ Yes ☐ No
details if yes:

Any significant health or safety risks that are not apparent on inspection - ☐ Yes ☐ No
details if yes:

The property has been the scene of a serious violent crime in the past five years - ☐ Yes ☐ No
details if yes:

A contract for the sale of the property has been issued - ☐ Yes ☐ No
details if yes:

I have read and understand the above information. I have also been advised of any material facts that may apply to this property.

Applicant Name: _____

Date: _____

Applicant Signature: _____

TRA DISCLOSURE

I understand this agent is a member of Trading Reference Australia Pty. Ltd. (TRA) and may conduct a reference check with that organisation on myself and the company whose name appears on the lease. I authorise this Agent to provide any information about me or the company to TRA / Landlord for the purpose of the check and I acknowledge that such information may be kept and recorded by TRA.

I, the tenant, do acknowledge that information provided to TRA and / or the agent by these authorities given by me may be available to:

- a) Real Estate Agents, Landlords, Trades Persons, Emergency Contacts, Housing NSW, Compass Housing, Video Stores, Dentists to assist them in evaluating applications, for the purpose of managing the property and requirement of the tenant/s during their tenure with this agency and
- b) Real Estate Agents, Landlords, Dentists, Video stores, Banks, Utility companies, Commercial Agents, organizations, or any other members for verifying my identity for the reason of locating me, and for any lawful purpose. I hereby consent to such use and disclosure of that information for those reasons.

I realise that if a search is performed on the TRA database and my identification and the company whose name appears on the lease with the label "Refer to Agent" beside my name and the company name, the agency who conducted the search as a matter of procedure will call the listing agency to exchange information and establish why my name and the company's details have been entered on the register and in turn provide my contact details to the listing agency for the purpose of resolution and the removal of my name and the company details from the database. The agency that searched will then inform me of the listing / listings, the listing agency name and contact details giving me right of reply. I accept that if I and the company whose name appears on the lease are currently listed as a defaulter with TRA, this Agency / Landlord has the authority to reject my application.

I understand that I am under no obligation to sign this consent form, but that failure to do so may result in my application being refused. I acknowledge that if I default on my tenancy / rental obligations in future, which means in breach of my contract / lease agreement for residential or commercial property and / or in accordance with the current legislation, I and the company whose name appears on the lease may be listed with TRA, until such time as the problem giving rise to the listing is resolved to the satisfaction of the Agent / Landlord or in accord with the new regulations. The same applies to me if I am a Commercial Tenant and or Holiday Tenant and in breach of my contract whatever the stipulations are within that contract with the said agency. I hereby authorise this agent to provide information about me to TRA and my default to TRA in connection with that listing. I will not hold TRA accountable for the inaccurate keying in of information by TRA members therefore delivering an incorrect search as I understand mistakes can be made within this process due to human error. It is also understood that technical failure can cause errors and I do not hold TRA or the Agent responsible for same. I understand that if the said eventuates I may question the source and understand this will be thoroughly investigated and corrected immediately.

Furthermore I authorise the agent to contact my employers past and present to confirm my employment history and my current / previous Landlord / Agency to verify details of my tenancy. I also authorise the agent to contact my personal referees to establish my identification, location and reputation and concede that those referees have given permission for me to use them. I also recognize that my photo id may be scanned onto TRA for absolute identification.

TRA adheres strictly to requirements of the Privacy Laws. TRA does not use the information supplied by the tenant for TRA's own advertising or marketing purposes. It should be noted that the personal information you provide on your tApp application will be available to and retained by the Real Estate Agent to whom you submit that information and the real estate agent will use this Information for purposes related to the conduct of their own business which may include use by the real estate agent and/or further disclosure by the real estate agent for marketing purposes Should this Agent transfer its agency business to another person, I consent to the new agent (and any further person to whom that business may be transferred) taking any step which the former agent could have taken. (If more than one applicant, "I" means "We" in this form).

REAL ESTATE AGENT REQUIREMENTS, NSW ONLY:

I declare I have inspected/will inspect the property and am willing to accept it in its current state. I hereby offer to rent the property from the owner under lease to be prepared by the Agent. Should this application be accepted by the Landlord, I agree to enter into a Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010. I acknowledge that this application is subject to the approval of the Landlord/Owner. I declare that all information contained in this application (including the front page) is true and correct and given of my own free will. I am aware that the availability of telephone lines, internet services, digital or cable television and the adequacy of such services are the sole responsibility of the tenant(s) and the tenants should make their own enquiries as to the availability and adequacy of such services. The landlord or agent do not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant(s) and the tenant(s) must rely upon their own enquiry.

RESIDENTIAL TENANCIES ACT 2010 NO 42 PART 3 DIVISION 1 SECTION 24 HOLDING FEES

- (1) A person must not require or receive from a tenant a holding fee unless: (a) the tenant's application for tenancy of the residential premises has been approved by the landlord, and (b) the fee does not exceed 1 week's rent of the residential premises (based on the rent under the proposed residential tenancy agreement). Note. A tenant is defined in this Act as including a prospective tenant.
- (2) A person who receives a holding fee must give the tenant a written receipt setting out the following: (a) the amount paid and the date on which it was paid, b) the address of the residential premises, (c) the names of the landlord and the tenant.
- (3) If a tenant has paid a holding fee, the landlord must not enter into a residential tenancy agreement for the residential premises with any other person within 7 days of payment of the fee (or within such further period as may be agreed with the tenant) unless the tenant notifies the landlord that the tenant no longer wishes to enter into the residential tenancy agreement.
- (4) A holding fee may be retained by the landlord only if the tenant enters into the residential tenancy agreement or refuses to enter into the residential tenancy agreement.
- (5) Despite subsection (4), a holding fee must not be retained by the landlord if the tenant refuses to enter into the residential tenancy agreement because of a misrepresentation or failure to disclose a material fact by the landlord or landlord's agent.
- (6) If a residential tenancy agreement is entered into after payment of a holding fee, the fee must be paid towards rent.

It should be noted that the personal information provided on your tApp application will be available to and retained by the Real Estate Agent to whom you submit that information and the real estate agent will use this information for purposes related to the conduct of their own business which may include use by the real estate agent and/or further disclosure by the real estate agent for marketing purposes.

ELECTRONIC TRANSACTION LEGISLATION AMENDMENT (GOVERNMENT TRANSACTIONS) BILL 2017

I understand that the email address supplied at time of application is and will be used for notices being sent relative to Section 197 Manner of giving notice section 197 on page 3 of the Electronic Transactions Legislation Amendment (Government Transactions) Bill 2017 (view here: <https://www.legislation.nsw.gov.au/bills/32b1181b-99d7-4d9eb277-d7780377525c>)

See the relevant text from the document:

"(1) Any notice required to be given to a person under this Act may be given:

(a) personally, or by post, or (b) by email to an email address specified by the person for the service of documents of that kind, or (c) by any other method authorised by the regulations for the service of documents of that kind."

"I state that I have read and agree and understand the terms including Real Estate Agent Requirements, NSW Only the paragraphs titled "Residential Tenancies Act 2010 No 42 Part 3 Division 1 Section 24 Holding Fees and Electronic Transaction Legislation Amendment (Government Transactions) Bill"

Print Name

SignatureDate.....

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PO BOX 372 ROSE BAY NSW 2029 AUSTRALIA

E INFO@TRADINGREFERENCE.COM

