

APPLICATION FOR TENANCY



Should there be more than one applicant a separate application form should be completed for each applicant.

OFFICE USE ONLY	Agents Name	Stubbs & Co Estate Agents Pty Limited		
	Address	18 Boronia Road		
		Wentworth Falls, NSW	Postcode 2782	
	Phone	02 4757 2886	Fax	Email info@stubbsandco.com.au

PREMISES - Address of Premises applied for:

Suburb			State	Postcode
Car space/garage/storeroom number		Excluding:		

APPLICANT - PERSONAL DETAILS

Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> other	Date of Birth	/	/	Gender
Given name					Last name				
Present address						Postcode			
Phone: Work					Home				
Email * (see note)					Mobile				
Vehicle registration No.					Driver's Licence No.			State of Issue	
Passport No.					Expiry Date	/	/	Country of Issue	
Bank or Building Society					Branch				
BSB	/					Account Number			
Medicare Card Number					Reference Number	Colour of Card	Expiry Date .		

* Note: By including your email address, you consent to service of any documents, including this application and any documents required to be served under or because of this application, by way of email, including but not limited to any tenancy agreement arising under this application.

PERSONAL REFERENCES

Referee 1 - Name			
Phone: Work	Mobile		
Email			
Referee 2 - Name			
Phone: Work	Mobile		
Email			

EMPLOYMENT HISTORY

Occupation of Applicant	Date commenced	/	/
Gross weekly wage/salary			
Employer's name			
Employer's address			
	Postcode		
Phone: Work	Mobile		
Email			
Previous employer's name			
Previous employer's address			
	Postcode		
Phone: Work	Mobile		
Email			
Period of employment	/	/	to / /

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EMERGENCY CONTACT - in case of an emergency, name of friend or relative

Name	Relationship
Address	
Postcode	
Phone: Work	Mobile
Phone: Home	Email

TENANCY HISTORY

Name of present Landlord / Agent	
Phone: Work	Mobile
Email	
Reason for leaving	

 Length of time at present address Current rent paid \$

Name of previous Landlord / Agent	
Phone: Work	Mobile
Email	
Reason for leaving	

Address of previous premises rented

	Postcode
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OCCUPANT(S) DETAILS

Number of persons who will occupy Premises:

 Adult(s) Children Ages of Children

 Pet(s) Yes No If Yes, number and type

 Smoker(s) Yes No

DETAILS OF RENTAL - OFFICE USE ONLY

 Type of Premises:
 Furnished Unfurnished

 Rent \$ per

 commencing from / / for a period of months / weeks

Note: A tenant must be permitted to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant.

Residential Tenancy Agreement

 Residential Tenancy Agreement to be signed on / / at am/pm

INITIAL PAYMENT

 Rental Bond to be paid via Bonds Online \$

Note: A Rental Bond must not exceed 4 weeks rent. A Rental Bond cannot be required prior to the execution of a Residential Tenancy Agreement.

 Rent months / weeks / days \$

Note: A tenant cannot be required to pay more than 2 weeks rent in advance, but may elect to do so.

Rent must be paid by cleared funds

 Sub Total \$

 Less Holding Fee (if any) \$

 Total \$

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I, the Applicant hereby apply for approval by the owner of the Premises referred to in this form to become the tenant of those Premises on the terms and conditions contained in this form and in the Residential Tenancy Agreement to be drawn up by the owner's Agent.

HOLDING FEES FOR APPROVED APPLICANTS

In accordance with Section 24 of the *Residential Tenancies Act 2010*, it is hereby acknowledged that the taking of the Holding Fee referred to in this Application for Tenancy Form is subject to the following conditions:

The Applicant, if approved, will pay a Holding Fee of \$ equivalent to days rent to hold the Premises in favour of the Applicant for a period of days from / / to / / or as varied in writing.

1. If the Applicant 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.
2. 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.
3. 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 Agent.
4. If a Residential Tenancy Agreement is entered into after the payment of a holding fee, the fee must be paid towards rent.
5. A tenant cannot be asked to pay a holding fee unless the tenant's application has been approved by the Landlord and the holding fee does not exceed 1 week's rent of the residential premises.

ONLINE RENTAL BOND SERVICE

This is an invitation for the Applicant to provide an e-mail address that can be used, if this Application is successful, for the purpose of using the online rental bond service. If the Applicant fails to provide an e-mail address, the Landlord or Agent may require or receive a rental bond and lodge the rental bond with the Rental Bond Board using the paper-based Rental Bond Lodgment form. The Applicant's e-mail address for this purpose is:

Details of any repairs or other work to be carried out by the Landlord:

Details of any special requests made by the Applicant (if any):

Have you made an application for accommodation in any social housing, as defined in the *Residential Tenancies Act 2010* (NSW) or aged care facility? YES NO If Yes, date application made / / .

I, the Applicant, do solemnly and sincerely declare that I am not a bankrupt or an undischarged bankrupt and affirm that the above information is true and correct.

I have inspected the abovementioned Premises and wish to take a tenancy for such Premises for a period of

weeks, at a rental of \$ **per week and I declare that the rental to**

be paid is within my means. I undertake to pay a rental bond in cash or as requested upon the signing of a Residential Tenancy Agreement.

I/We, Stubbs & Co Estate Agents Pty Limited

Trading as Stubbs & Co Estate Agents Pty Limited

the Agents acting for the owner of the above Premises, acknowledge receipt of the above Application and, if the Applicant is approved, agree to prepare within the holding period (if any) a Residential Tenancy Agreement/Lease of the Premises.

PRIVACY POLICY

The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information about the Applicant referred to in this Application to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Privacy Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information. In this Privacy Policy, a reference to personal information includes, where context permits, sensitive information.

The Agent may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Applicant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Applicant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Applicant.

This Application requires the collection of certain information including personal information about the Applicant. Personal information may be collected during each of the application, assessment and processing stage.

The personal information the Applicant provides in this Application or collected from other sources is necessary for the Agent to:

- (a) identify and/or verify the Applicant's identity; (b) process and assess the Application; (c) assess the Applicant's suitability and ability to meet their financial and other obligations under the Residential Tenancy Agreement; (d) make recommendations to the Landlord about the Application and the Applicant; (e) manage the tenancy for the Landlord; (f) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); (g) liaise and exchange

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information with the Applicant and any joint applicant for the property, and the Agent's or Applicant's (including the joint applicant's) legal and other advisors in relation to or in connection with the Residential Tenancy Agreement; (h) comply with any applicable law; (i) comply with any dispute resolution process; (j) serve and sign (or arrange signing and service of) this Application; (k) contact and liaise with third parties (including, without limitation, goods and services providers and insurers); (l) contact and liaise with utility suppliers (including for electricity, water and gas) and utility service aggregators (in either case, if the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to such services); and (m) search the records of third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), and in relation to each of these matters to provide those parties with the Applicant's personal information.

If the personal information is not provided by the Applicant, the Agent may not be able to carry out any or all of the steps described above and may therefore not be able to process/progress the Application.

Personal information collected about the Applicant in connection with this Application and, if successful, the tenancy and the Applicant's compliance with and conduct as a tenant under the Residential Tenancy Agreement may be disclosed by the Agent for the purpose for which it was collected to other parties including to the Landlord, the Landlord's mortgagee or head-lessor (in either case, if any), referees, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), other third parties (including, without limitation, goods and services providers, insurers, utility suppliers and aggregators) and any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any), or as required by any applicable law.

Information held by third party tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax) may also be requested by and disclosed to the Agent and/or the Landlord in connection with the Application and any subsequent Residential Tenancy Agreement. If the tenancy database is being operated by Equifax, please refer to the Equifax privacy policy (referenced below). If the tenancy database is provided by any other operator, please refer to the relevant privacy policy of the operator for the tenancy database. If you are concerned about any personal information held by a third party tenancy database, you should contact the relevant third party tenancy database to check the accuracy of the information held. Information held by a tenancy database may include previous tenancy history including whether the Applicant has been blacklisted by a member of the National Tenancy Database, history of bankruptcy, Court (civil) records and previous directorship and proprietorship in relation to the Applicant. Operators of the third party tenancy database may offer other services from time to time, and the Applicant must read and consider the relevant tenancy database operator's privacy policy concerning their use, collection and disclosure of the Applicant's personal information before deciding to engage such services. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant (as tenant) fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant (as Applicant or as tenant) may also be disclosed to the Landlord, third party operators of tenancy databases, other agents, Courts and tribunals responsible for residential tenancy matters.

If the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to utility suppliers (including for electricity, water and gas) or utility service aggregators then, in either case, the Applicant must read and consider the privacy policy of the relevant utility supplier or utility aggregator concerning their use, collection and disclosure of the Applicant's personal information.

The Agent may also use the Applicant's information including personal information for marketing and research purposes to inform the Applicant of products and services provided by the Agent, which the Agent considers may be of value or interest to the Applicant, unless the Applicant tells the Agent (see opt out option below) or has previously told the Agent not to. If the Applicant does not wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this Application.

The Applicant has the right to request access to any personal information held by the Agent which relates to them, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. Any requests for access to the Applicant's personal information should be made in writing to the Agent at the contact details included in this Application. The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). The Applicant has the right to request the correction of any personal information which relates to the Applicant that is inaccurate, incomplete or out-of-date.

The Agent will take reasonable precautions to protect the personal information it holds in relation to the Applicant from misuse, loss, unauthorised access, modification or disclosure.

By signing this Application, the Applicant acknowledges that it has read, understands and accepts the terms of this Privacy Policy and the permissions to collect, use and disclose personal information, and the Applicant authorises the Agent to collect, use and disclose, in accordance with the Privacy Act, their personal information for the purposes specified in this Privacy Policy.

National Tenancy Database – Equifax Australia Information Services and Solutions Pty Limited

Address: Public Access Division, PO Box 966, North Sydney NSW 2059

Telephone: 1300 762 207 (8:30am – 6:00pm Monday – Friday)

Website: www.equifax.com.au/

Privacy policy: <https://www.equifax.com.au/privacy>

NOTICE TO PROSPECTIVE TENANTS

The availability of telephone lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant(s) and tenants should make their own enquiries as to the availability and adequacy of such services before accepting the tenancy of the property. The landlord does 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, and tenants must rely upon their own enquiries.

Note: the Applicant acknowledges and consents to the Agent verifying personal and employment references and tenant history references.

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I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Applicant's Signature

Date

Name of Signatory

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Agent's Signature

Date

Name of Signatory

Note: If the Applicant has not included their email in this Application, the Agent should not infer consent to email service merely from the receipt or response to emails from the Applicant.

How did you find this Property?

- Local Paper
 Internet
 Sign on Property
 Agent's Window
 Letterbox Drop
 Referral
 Other

**OFFICE
USE
ONLY**

References checked by
Employment
Present Landlord / Agent
Previous Finalised Credit
Bank
References
Notes