

# 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 Hawks Nest Beach Realty Pty Ltd
	Address 1/59 Booner Street
	Hawks Nest, NSW <span style="float: right;">Postcode 2324</span>
	Phone 02 4997 1464 <span style="margin-left: 100px;">Fax 02 4997 1424</span> <span style="float: right;">Email alison@hawksnestbeachrealty.com.au</span>

## PREMISES

Address of Premises applied for:

Address of rental Property	
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	/	/
Full name			
Present address			Postcode
Phone: Work	Home		
Fax: Work	Home		
Email	Mobile		
Vehicle registration No.	Driver's Licence No.		
Passport No.	Expiry Date	/	/
Bank or Building Society	Branch		
BSB /	Account Number		

### PERSONAL REFERENCES

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

### EMPLOYMENT HISTORY

Occupation of Applicant	Date commenced	/	/
Gross weekly wage/salary			
Employer's name			
Employer's address			Postcode
Phone: Work	Mobile		
Fax	Email		

Previous employer's name			
Previous employer's address			Postcode
Phone: Work	Mobile		
Fax	Email		
Period of employment	/	/	to / /

### 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	

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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 **OCCUPANT(S) DETAILS**

Number of persons who will occupy Premises:

Adults Children Ages of Children Pets  Yes  No If Yes, number and type Smoker(s)  Yes  No**Note: the Applicant acknowledges and consents to the Agent verifying personal and employment references and tenant history references.**Signature of Applicant Date **DETAILS OF RENTAL - OFFICE USE ONLY**Type of Premises:  Furnished  UnfurnishedRent \$ 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 

\$

**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.Sub Total 

\$

Less Holding Fee (if any) 

\$

Total 

\$

Initial payment must be made by **Personal cheques will not be accepted.****APPLICATION**

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 rentto hold the Premises in favour of the Applicant for a period of  daysfrom  / / 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.

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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.

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


Have you made an application for accommodation in any social housing, as defined in the Residential Tenancies Act 2010 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,

Trading as

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 **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 Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal 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 verify the Applicant's identity; (b) process and assess the Application; (c) assess the Applicant's ability to meet their financial and other obligations under the Residential Tenancy Agreement; (d) make recommendations to the Landlord; (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 information with the Applicant, and the Agent's or Applicant's legal and other advisors in relation to or in connection with the Residential Tenancy Agreement; (h) comply with any applicable law; and (i) comply with any dispute resolution process.

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

Personal information collected about the Applicant in connection with this Application and, if successful, the tenancy 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, other third parties instructed by the Applicant 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 tenancy databases may also be requested by and disclosed to the Agent and/or the Landlord. 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.

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 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.

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The Agent will take reasonable precautions to protect the personal information it holds in relation to the Applicant from misuse, loss, and 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 Act, their personal information for the purposes specified in this Privacy Policy.

### 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.

**Applicant's Signature**

Date

 /  / 

**Agent's Signature**

Date

 /  / 

Note: A copy of this document shall immediately after signing be delivered to the Applicant for retention.

### 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