

## APPLICATION FOR TENANCY

### Item Schedule

**Item**

**1. TENANCY DETAILS**

Address: .....

Lease Commencement Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Lease Term: 0 weeks / fortnights / months / years

Rent: \$0.00 per week / fortnight / month Bond: \$0.00

**2. LANDLORD / LANDLORD'S AGENT**

Name: Promontory Property Pty Ltd T/as Paragreen Real Estate ABN: 60994977851

Address: 52-54 Main Street Phone: (03) 5682 2100

Foster VIC 3960 Fax: 0428 325 782 Toni

Email: janine@paragreen.com.au, toni@paragreen.com.au Mobile: 0437 822 150 Janine

**3. OCCUPANTS**

Number of Adults: 0 Number of Dependents: 0 Number of Smokers: 0

Full name/s of adult/s and dependents to reside on the Premises:

1. .... 3. ....

2. .... 4. ....

**4. UTILITY CONNECTION**

Utility connection provider: .....

Yes - please contact me to arrange my utility connections

**5. PETS**

Pets Allowed:  Yes  No

Type/Breed: ..... Number: 0

Type/Breed: ..... Number: 0

**6. USE OF PREMISES**

Will the Premises be used for business purposes:  Yes  No

**7. TENANCY DATABASES** *See Clause 4.5*

The Landlord/Agent uses/may use the following Residential Tenancy Databases for checking the Applicant's tenancy history in assessing your Application.

(1) Database Operator Name: National Tenancy Database

Phone: ..... Fax: ..... Email: .....

(2) Database Operator Name: .....

Phone: ..... Fax: ..... Email: .....

**8. ADDITIONAL CONDITIONS**

**9. MONIES PAYABLE ON SIGNING THE TENANCY AGREEMENT**

Rent in advance ( 0 weeks / months rent): ..... \$0.00 From: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Rental Bond: ..... \$0.00 (being 0 weeks rent) (not exceeding 4 weeks rent)

**Total due on signing of tenancy agreement: ..... \$0.00**

## Terms of Application

### 1. Definitions

In this Application for Tenancy the following terms mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

### 2. Applicant's Warranty

The Applicant/s warrant/s:

- (1) the details provided on their Applicant Details Sheet are true and correct; and
- (2) no Applicant is bankrupt or insolvent.

### 3. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) they have inspected the Premises in Item 1 and accept its condition;
- (2) on acceptance of this Application for Tenancy by the Landlord being notified to the Applicant/s, verbally or in writing, the Applicant/s will rent the Premises from the Landlord on the basic terms and conditions in accordance with this Application and the terms and conditions of a Tenancy Agreement prepared at the direction of the Landlord;
- (3) upon the signing of the Tenancy Agreement, to pay the amount in Item 9 by a method acceptable to the Landlord/Landlord's Agent. Such payments to be cleared funds prior to occupancy;
- (4) the Applicant/s will forthwith upon receipt of same, sign the Tenancy Agreement;
- (5) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties;
- (6) that the Landlord/Landlord's Agent are not required to give an explanation to Applicant/s for any Application not approved; and
- (7) as tenant it must satisfy itself as to the provision of any electronic communication services to the Premises (internet, telephone, television - analogue, digital or cable) and the adequacy of existing electrical fittings with respect to the use of such services. The Landlord gives no warranty in respect to the provision or adequacy of such services or electrical fittings to the Premises.

### 4. Privacy

- 4.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 4.2 The Privacy Policy outlines how the Landlord's Agent collects and uses Personal Information provided by you as the Applicant/s, or obtained by other means, to assess your application for tenancy and provide the services required by you or on your behalf.
- 4.3 You as Applicant/s agree, to further assess your Application, the Landlord's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
  - (1) the Landlord as Owner of the Premises to which this Application for Tenancy applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
  - (2) (subject to the provisions of Part 10A of the *Residential Tenancies Act 1997*) residential tenancy databases for the purpose of confirming details in your tenancy application and enabling a proper assessment of the risk in providing you with the lease; and/or

- (3) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or
  - (4) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - (5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; and/or
  - (6) a utility connection provider where you request the Landlord's Agent to facilitate the connection and/or disconnection of your utility services; and/or
  - (7) Owners Corporations.
- 4.4 Documents or copies of documents provided to establish the identity of the Applicant/s or persons entitled to deal on behalf of the Applicant/s, will be retained by the Landlord's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
  - 4.5 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all on the Landlord's behalf as a result of which your Application may not be acceptable to the Landlord.
  - 4.6 The Applicant/s have the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
  - 4.7 If this Application is not accepted by the Landlord/Landlord's Agent or is withdrawn by the Applicant/s, all information contained in this Application and the copy of any tenancy agreement remains confidential. This does not prevent any party making a disclosure required by law and does not include information normally in the public domain.
  - 4.8 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.
- ### 5. Data Collection
- Upon signing this Application the parties agree the Landlord's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Application and any subsequent tenancy agreement.
- ### 6. Provision of Documents
- The parties agree and confirm this Application may be forwarded electronically if the recipient has provided an email address or facsimile number in the Item Schedule to this Application.
- ### 7. Notes to Applicant/s
- 7.1 The following documents form part of this Application:
    - (1) Application for Tenancy;
    - (2) Terms of Application;
    - (3) each Applicant's, Applicant Details Sheet; and
    - (4) any other annexure and/or special conditions as provided by the Landlord's Agent.
  - 7.2 Each Applicant must read and initial every page as acceptance of the information provided.
  - 7.3 For the purpose of service of notice, service on any one Applicant shall be deemed to be served on all Applicants.

# APPLICANT DETAILS SHEET

(to be completed by each adult Applicant and unaccompanied minors)

| Item | Item Schedule |
|------|---------------|
|------|---------------|

**1. APPLICANT'S DETAILS**

Name: .....

Phone (H): ..... Phone (W): ..... Mobile: ..... Date of Birth: / / .....

Email: ..... Vehicle Rego No.: .....

**1.1 Current Address:**

Period of Occupancy: ..... Situation: **Renting / Owned / Other** Other Situation: .....

Landlord/Agent Details (if applicable) Name: ..... Phone: .....

Rent: **\$0.00** Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: .....

**1.2 Previous Address (if applicable):**

Period of Occupancy: ..... Situation: **Renting / Owned / Other** Other Situation: .....

Landlord/Agent Details (if applicable) Name: ..... Phone: .....

Rent: **\$0.00** Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: .....

**1.3** Have you ever been evicted from a premises?  Yes  No Are you currently in debt to any Landlord/Agent?  Yes  No

**2. APPLICANT'S EMPLOYMENT** *(NOTE: If self employed please provide a statement of income from your accountant / tax returns)*

**2.1 Current Occupation:**

Employment Type: ..... Duration: ..... Weekly Income: **\$0.00**

Employer/Business Name and ACN/Centrelink Details: .....

Address: ..... Contact: ..... Phone: .....

**2.2 Previous Occupation:**

Employment Type: ..... Duration: ..... Weekly Income: **\$0.00**

Employer/Business Name and ACN/Centrelink Details: .....

Address: ..... Contact: ..... Phone: .....

**3. REFEREES** *(All Referees should not be related to you)*

**Business Referee:** ..... Phone: ..... Relationship: .....

**Personal Referee:** ..... Phone: ..... Relationship: .....

**4. EMERGENCY CONTACT**  
**Note: Required to contact you as a matter of urgency and your normal contact details are not responding.**

**Next of Kin:** ..... Phone: .....

Address: ..... Mobile: .....

**Other:** ..... Phone: .....

Address: ..... Mobile: .....

**100 POINTS OF IDENTIFICATION CHECKLIST** *Each Applicant must produce 100 points of I.D. as marked with an asterisks (\*)*

|                             |           |                          |  |                  |                          |
|-----------------------------|-----------|--------------------------|--|------------------|--------------------------|
| Last 4 Rent Receipts        | 15 POINTS | <input type="checkbox"/> | Phone, Electricity, Gas or Rates Bills | 15 POINTS (each) | <input type="checkbox"/> |
| Drivers Licence             | 70 POINTS | <input type="checkbox"/> | Pay Slips                              | 15 POINTS        | <input type="checkbox"/> |
| Photo ID                    | 70 POINTS | <input type="checkbox"/> | Tenancy History Ledger                 | 15 POINTS        | <input type="checkbox"/> |
| Passport                    | 70 POINTS | <input type="checkbox"/> | Bank/Cr Card Statements                | 15 POINTS (each) | <input type="checkbox"/> |
| Birth Certificate           | 70 POINTS | <input type="checkbox"/> |  | POINTS           | <input type="checkbox"/> |
| Pension or Health Care Card | 15 POINTS | <input type="checkbox"/> | <b>TOTAL POINTS:</b> .....             |                  |                          |

I, the Applicant, give my consent for the Agent to make enquiries (in accordance with the Privacy Statement on the Application for Tenancy Form) to verify the information I have provided herein.

I, the Applicant, have read and agree to the information provided in the Application for Tenancy Form and agree to be bound by the Terms of Application detailed in the Application for Tenancy Form.

**Applicant's Signature:** ..... **Landlord's/Agent's Signature:** .....

/ / .....