

APPLICATION FOR TENANCY

Item Schedule

Item

1. TENANCY DETAILS

Address:

Lease Commencement Date: / / Lease Term: **weeks / fortnights / months / years**

Rent: per **week / fortnight / month** Bond:

Holding Fee (if applicable): Holding Period: (see Clause 4)

2. LANDLORD / AGENT

Name: **D & J Ellem Pty Limited T/as Ellem&Co & E&C Rentals** ABN: **57603 776 969**

Address: **320 Windang Road** Phone: **4225 3443**

Windang NSW 2528 Fax: **nil**

Email: **rentals@ellemandco.com.au** Mobile: **0410 868 632**

3. OCCUPANTS

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

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

1. 3.

2. 4.

4. UTILITY CONNECTION

Please specify requirements (if any) regarding connection/disconnection of utilities:

.....

5. PETS

Pets Allowed: Yes No

Type/Breed: Number:

Type/Breed: Number:

6. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

7. ADDITIONAL CONDITIONS

.....

8. MONIES PAYABLE ON SIGNING THE TENANCY AGREEMENT

Rent in advance (..... **weeks / months** rent): From: / / To: / /

Rental Bond: (being weeks rent) (not exceeding 4 weeks rent)

Sub Total: **\$0.00**

Less Holding Fee (see Clause 4): (not more than 1 weeks rent)

Balance due on signing 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) that the details provided on their Applicant Details Sheet are true and correct
- (2) that they are not bankrupt or insolvent

3. Applicant/s Agrees

The Applicant/s agree/s that:

- (1) they have inspected the Premises in Item 1 and accept its condition;
- (2) the Applicant/s will (after a reasonable time to review the terms) promptly sign the Tenancy Agreement upon being notified of acceptance of this Application by the Agent;
- (3) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties;
- (4) they understand that the Landlord/Agent is not required to give an explanation to them for any Application not approved;
- (5) 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 under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amounts in Item 1 by a method acceptable to the Agent. Such payments to be cleared funds prior to occupancy; and
- (6) as tenant it must satisfy itself as to the provision of any electronic communication services to the Premises (internet, 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. Holding Fee (if applicable)

- 4.1 If a Holding Fee amount is specified in Item 1 the Applicant/s will be required to pay such fee to the Agent, upon the Applicant/s Application for Tenancy being approved by the Landlord/ Agent. Such fee, if a Tenancy Agreement is entered into after payment of a Holding Fee, will be retained by the Landlord/Agent and paid towards the first payment of Rent.
- 4.2 Should the Applicant/s refuse to enter into the Tenancy Agreement (except in the case of refusal due to misrepresentation or failure to disclose a material fact by the Landlord or Agent) any Holding Fee paid by the Applicant/s will be retained by the Landlord/Agent.
- 4.3 If the Applicant/s have paid a Holding Fee, the Landlord/Agent must not enter into a Tenancy Agreement with any other person within 7 days of payment of such fee or within such further period as may be agreed with the Applicant/s unless the Applicant/s notifies the Landlord/Agent that they no longer wish to enter into a Tenancy Agreement.

5. Privacy

- 5.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 5.2 The Privacy Policy outlines how the 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.

- 5.3 You as the Applicant/s agree, to further assess your Application, the 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 11 Division 2 of the *Residential Tenancies Act 2010*) 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/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 Agent relating to the administration of the Premises and use of the Agent's services; and/or
- (6) a utility connection provider where you request the Agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

- 5.4 Documents or copies of documents provided to establish the identity of the Applicant or persons entitled to deal on behalf of the Applicant, will be retained by the 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.

- 5.5 Without provision of certain information the 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.

- 5.6 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.

- 5.7 If this Application is not accepted by the Landlord/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.

- 5.8 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

6. Data Collection

Upon signing this Application the parties agree the 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.

7. Notes to Applicant/s

- 7.1 The following documents form part of this Application:
 - (1) Application for Tenancy (first page);
 - (2) Terms of Application;
 - (3) Each Applicant's, Applicant Details Sheet; and
 - (4) Any other annexure and/or special conditions as provided by the 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

(a separate sheet to be completed by each Applicant)

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: 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: 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:
Employer/Business Name & ACN/Centrelink Details:
Address: Contact: Phone:

2.2 Previous Occupation:

Employment Type: Duration: Weekly Income:
Employer/Business Name & 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	20 POINTS <input type="checkbox"/> Phone, Electricity, Gas or Rates Bills	15 POINTS (each) <input type="checkbox"/>
..... Drivers Licence	30 POINTS <input type="checkbox"/> Pay Slips	15 POINTS <input type="checkbox"/>
..... Photo ID	30 POINTS <input type="checkbox"/> Tenancy History Ledger	20 POINTS <input type="checkbox"/>
..... Passport	30 POINTS <input type="checkbox"/> Bank/Cr Card Statements	15 POINTS (each) <input type="checkbox"/>
..... Birth Certificate	30 POINTS <input type="checkbox"/>	POINTS <input type="checkbox"/>
..... Pension or Health Care Card	15 POINTS <input type="checkbox"/>	TOTAL POINTS:

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.

Where this sheet is attached to an Application for Tenancy, I the Applicant, have read and agree to the information provided in the Application for Tenancy Form & agree to be bound by the Terms of Application detailed in the Application for Tenancy Form.

Applicant's Signature:

Landlord's/Agent's Signature:

/ /

/ /