

APPLICATION FOR TENANCY

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 Nelson Bay Real Estate Pty Ltd
	Address 45 Donald Street
	Nelson Bay , NSW Postcode 2315
	Phone 02 4981 2655 Fax 02 4984 1621 Email rentals@nelsonbayrealestate.com.au

PREMISES

Address of Premises applied for:

Property Address:
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	

APPLICATION FOR TENANCY

APPLICATION FOR TENANCY

 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 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 \$ **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 2 weeks 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 cash, bank cheque, or direct deposit (must be cleared into out account before lease commences)

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 7 days rent to hold the Premises in favour of the Applicant for a period of 7 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.

APPLICATION FOR TENANCY

APPLICATION FOR TENANCY

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, Nelson Bay Real Estate Pty Ltd

Trading as Nelson Bay Real Estate

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.

APPLICATION FOR TENANCY

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

Rental Ledger/s

Notes

APPLICATION FOR TENANCY

Thank you for your interest in leasing through Nelson Bay Real Estate - Your Local Agent.

When applying to lease property people often ask us how long it will take for an answer, and is there anything they can do to improve their chances of getting the property.

Complete applications, with all the supporting information that we need, can be assessed faster (since it takes time to source rental ledgers and chase up missing documents, etc.) and if successful are then taken to the property owner for final approval. If there is a lot of interest in the property this can be very important.

The following information (where applicable) should be attached to your application.

Proof of Identification

Copy of drivers license, or passport and Medicare card

Proof of Income

Current pay slips, Centrelink benefits, BAS statements (self employed)

Copy of Rental Ledgers

6 – 12 months records

Copy of Rates Notice

(Property Owners)

Applications are assessed on the basis of the tenants perceived ability to pay the rent and to maintain the property. Any other information that you feel will assist in this regard is welcome.

A Note on Renting with Pets.

Please note that often our vacancy lists will describe a property as NOT being available for people with pets. **With strata title properties this is usually non-negotiable as most times it is a by-law of the body corporate and it is therefore not within our authority to approve a tenant with pets.**

In other cases we may be under strict instructions from the owner or the property, or it might just be a preference. We have had many situations in the past where tenants with pets have been fantastic and have looked after their animals and their homes with care.

Nelson Bay Real Estate does not have a bias against rental applications with animals, and have many times (after speaking with the owners) approved applications with pets on the merits of the tenant's ability to maintain the property.

If you are considering applying for one of our properties and have a pet:

- Please do not leave this off the application. We will consider this a breach of your lease.
- To increase your chances of a successful application, please include tenancy references and contact details for your last letting agent or landlord.
- Any other supporting information that you think is relevant is welcome.
- We will assess the application on its merits as a whole, not just on whether or not you have a pet.

Utility connections - A FREE of charge service to help connect you

www.realestate.com.au/connect

Step 1 Choose service	Step 2 Choose provider	Step 3 Requested connection date
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Phone <input type="checkbox"/> Internet <input type="checkbox"/> Pay TV	<input type="checkbox"/> Origin <input type="checkbox"/> AGL <input type="checkbox"/> Telstra <input type="checkbox"/> Telstra <input type="checkbox"/> Foxtel	<input type="text" value="DD/MM/YYYY"/> <input type="text" value="DD/MM/YYYY"/> <input type="text" value="DD/MM/YYYY"/> <input type="text" value="DD/MM/YYYY"/> <input type="text" value="DD/MM/YYYY"/>

NO FIXED TERMS
on electricity & gas plans so you are not locked in.*

* Note, you may be charged fees such as a disconnection fee when exiting your contract. You may also be charged fees by your current energy provider when exiting your existing plan.

How Connection services from realestate.com.au works

1. Select the utilities and enter requested connection dates
2. Sign your consent on the next page
3. Your Agent will submit your request to us
4. We will lodge your connection requests with the utility companies
5. For phone and internet requests, we will call you to walk through the options
6. We will send confirmation to you and your Agent

Terms and conditions

This is an OPTIONAL connection service to assist you to obtain energy and/or telecommunications services for your new residence if your rental application is successful. Your decision whether or not to use this service will not affect your rental application. One of realestate.com.au's service providers Fast Connect Pty Ltd (telephone: 1300 661 464) (the "Service Provider") is the marketer of energy and telecommunications services provided by various retailers, and will assist realestate.com.au to provide this connection service to you.

If you have ticked one of the boxes above, you consent to realestate.com.au and its Service Provider using your personal information in this tenant application form in accordance with the Privacy Collection Statement below including using those details to contact you by phone, SMS and email in relation to the selected product(s). You acknowledge that realestate.com.au and its Service Provider may receive commissions or fees from your selected retailer(s), that commissions or fees may be paid between realestate.com.au and its Service Provider, and that your real estate agent may receive commissions or fees from realestate.com.au or its Service Provider, in each case for arranging provision of the requested services.

You may prefer to obtain services under different terms and conditions, or from different retailers, to those set out above. However, the above products are the only ones that are available as part of this connection service. You acknowledge that if you select one of the services above and the relevant retailer agrees to provide that service to you, then you will enter into a contract with that retailer for the provision of that service. Retailers retain discretion in relation to accepting your request for products or services - acceptance may be affected by factors such as a retailer's credit criteria or ability to supply to your selected address. While our connection service can help you get connected or disconnected by your requested dates, we cannot guarantee connection, disconnection or that either will be by your requested date. You agree that, to the maximum extent permitted by law, realestate.com.au and its Service Provider will have no liability to you for the provision of the service.

Energy (Electricity and Gas)

If you have selected an energy product above, you are entitled to be provided with certain information before you enter into a contract for the provision of that electricity or gas. That information is set out in, or accompanies, this form. A summary of some key useful information concerning these contracts is set out below:

Retailer contact details

Origin Energy Ltd.

Level 7, 321 Exhibition St Melbourne VIC 3000
 Ph: 132 463 Fax: 1800 132 463
 Email: enquiry@originenergy.com.au
 This market retail contract is: **Origin Supply**
 Electricity and/or Dual Fuel Plan.

If Origin is the existing retailer at your new address, you may be entitled to enter into a standard retail contract with Origin instead of a market retail contract.

AGL Energy Limited

L22, 120 Spencer Street Melbourne VIC 3000
 Phone: 131 245 Fax: (03) 8633 6002
 Email: enquiries@agl.com.au
 This market retail contract is: **AGL Freedom**
 Electricity and/or Dual Fuel Plan.

If AGL is the existing retailer at your new address, you may be entitled to enter into a standard retail contract with AGL instead of a market retail contract.

Tariffs and charges	We will email you a link with the prices and charges for your selected product upon receipt of your request for that product and also provide you with an opportunity to opt-out at this time.
Contract term	The contract commences when you satisfy any pre-conditions that may be specified in it. The contract may be terminated by you giving notice of termination or by agreement between you and the retailer. The contract will also end if energy is bought for the premises under a different contract or, in some cases, if the premises are disconnected. In addition, the retailer might be entitled to terminate the contract where you are in breach of it or if you vacate the relevant premises.
Billing and payment arrangements	Bills will be issued at least once every 3 months. You may generally pay your bills in person, by telephone, by mail, by direct debit or by electronic funds transfer. In certain circumstances, you may also be able to pay your bills by using Centrepay.
Concessions or rebates	If you hold a current government concession card you may be entitled to receive a rebate on your bill. Further information about the concessions and rebates that may be available to you can be obtained from the retailer.
Service levels	The service will comply with all laws and regulatory requirements applicable in the state or territory in which the supply address is located.
Cooling off period	If a cooling off period applies to your contract (which will typically be the case only where it is a market retail contract), then you may cancel the contract within 10 business days of receiving the retailer's welcome pack by informing the retailer by telephone or in writing of your intention to cancel the contract.
Electronic transactions	If any requirement in connection with the service is to be met electronically, it will be met in accordance with the contract. You will be recognised as having received the information and be bound by the transaction in accordance with applicable laws, regulatory requirements and the contract.
Complaints	You may complain to the retailer about the Service Provider. Contact the retailer if you wish to do this. If your complaint is not satisfactorily resolved by the retailer, then you may complain to the energy ombudsman.

eBilling and Welcome Pack

Unless you request otherwise, your electricity and/or gas bills will be sent to the email address provided in your rental application form.

No, please post these items to me in hard copy to my new address
(please tick)

Explicit Informed Consent

By signing below, I/we understand and agree:

- that I/we have read and accept the prices and charges applicable to the selected energy product;
- that, subject to the terms of the selected contract and any applicable legislation, the selected retailer may vary the energy rates which are used to calculate the applicable usage charges from time to time, and can vary the tariff structure, charges, billing frequency, and the terms of the contract at any time by writing to me/us;
- to become a customer of the selected retailer in accordance with the terms and conditions of the selected contract, including by transferring to that retailer, if the retailer agrees to provide me/us with my/our chosen product on those terms and conditions.

Tenant Signed	Co-Tenant (if any) Signed	Date
X	X	DD/MM/YYYY

Please note, if you select ANY of the products displayed above, you must acknowledge your consent to the above information, our Privacy Collection Statement and you being contacted by our Service Provider in relation to the selected products, by providing your signature.

Privacy Collection Statement

realestate.com.au collects and uses the information in this form and your tenant application form to provide the connection service and will disclose this information to its Service Provider and to your chosen energy and telecommunication retailer(s). realestate.com.au may also use the information to promote its other services, and services of trusted third parties. realestate.com.au's Privacy Policy at www.realestate.com.au/privacy further explains how realestate.com.au collects, uses and discloses personal information and how to access, correct or complain about the handling of personal information. You agree that the personal information you provide to us (or authorise to be provided to us) is your information, or information which you have been authorised to provide us. Where you are authorised to provide another individual's information to us, you must inform that individual that their personal information will be used and disclosed by us in accordance with our Privacy Policy www.realestate.com.au/privacy and these terms and conditions.