

# APPLICATION FOR TENANCY

(to be completed by all adult Applicants and unaccompanied minors)

## Item

## Item Schedule

### 1. TENANCY DETAILS

Address: .....

Lease Commencement Date:     /     /     Lease Term: **0**     **weeks / fortnights / months / years**

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

**Total amount payable on signing of tenancy agreement: \$0.00**

Holding deposit (if applicable): **\$0.00**     Payable within 1 business day of approval of tenancy application.

**Holding Deposit Acceptance Period:** On payment of the Holding Deposit the Applicant must within **0**     business days notify the Agent of their intention regarding the tenancy in accordance with Clause 3.2.

### 2. APPLICANT'S DETAILS

Name: .....

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

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

### 3. APPLICANT'S HISTORY

#### 3.1 Current Address:

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

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

Email: .....     Phone: .....

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

#### 3.2 Previous Address (if applicable):

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

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

Email: .....     Phone: .....

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

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

### 4. APPLICANT'S EMPLOYMENT

(NOTE: If self employed please provide a statement of income from your accountant/tax returns)

#### 4.1 Current Occupation:

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

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

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

#### 4.2 Previous Occupation:

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

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

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

#### 4.3 Student at:

Course name: .....     Duration: .....

### 5. LANDLORD / AGENT

Name: **RLB O'Connor Investment Pty Ltd T/as O'Connor Realty**     ABN: **54938073709**

Address: **2/915 Stanley Street**     Phone: **( 07 ) 3249 6868**

**East Brisbane QLD 4169**     Fax: **( 07 ) 3393 1592**

Email: **mail@oconnorrealty.com.au**     Mobile: .....

**6. UTILITY CONNECTION** *Note: If the Agent has not nominated a Provider, the Agent will NOT arrange connection*

Utility Connection Provider: .....

Yes please contact me to arrange my utility connections

**7. 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. ....

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

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

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

**9. EMERGENCY CONTACT**

**Note: This information is required in case we need to contact you as a matter of urgency arising from your tenancy and your normal contact details are not responding.**

Name: ..... Phone: .....

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

**10. PETS**

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

**11. USE OF PREMISES**

Will the Premises be used for business purposes:     Yes     No

**12. RENT PAYMENT METHODS & ASSOCIATED COSTS**

The Tenant must pay the rent in the approved way/s as indicated below:

- (a)     Cash                       Credit Card                       Deposit to a financial institution account nominated by the Lessor
- Cheque                       EFTPOS                               Deduction from pay, pension or other benefit payable to the tenant
- (b)     Another agreed way\*: .....

*(Note: Where 'Another agreed way' is ticked the Tenant/s must be given a choice of at least 2 other approved ways for the payment of rent selected from the above)*

\*Additional Costs associated with the other approved way of rent payment in 12(b):

**13. ADDITIONAL CONDITIONS**

**14. SIGNATURES**

Prior to signing this Application, the Applicant has been given a Form 18a General Tenancy Agreement (including Standard and any Special Terms) in accordance with Section 58 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

Yes     No

Applicant's Signature: ..... Date:    /    /

## Terms of Application

### 1. Applicant's Warranty

The Applicant warrants:

- (1) the details provided are true and correct
- (2) they are not bankrupt or insolvent.

### 2. Applicant Agrees

The Applicant agrees:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) where the Applicant has been given a Form 18a General Tenancy Agreement (including Standard and any Special Terms) in accordance with Section 58 of the *Residential Tenancies and Rooming Accommodation Act 2008*, then:
  - (1) on acceptance of this Application for Tenancy by the Landlord being notified to the Applicant, verbally or in writing, the Applicant will rent the Premises from the Landlord in accordance with the terms and conditions of the Form 18a General Tenancy Agreement provided in accordance with Clause 2(2).
  - (2) upon the signing of the Tenancy Agreement, to pay the Bond and Rent amounts in Item (1) in an approved way as more particularly set out in the Tenancy Agreement.
  - (3) the Applicant will forthwith upon receipt of same, sign the completed Tenancy Agreement.
  - (4) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (3) the Landlord/Agent are not required to give an explanation to the Applicant for any Application not approved.

### 3. Holding Deposit

Note: Clauses contained under the heading 'Holding Deposit' shall only apply where Holding Deposit details have been completed in Item (1) of the Item Schedule.

- 3.1 If the Applicant has paid to the Agent a Holding Deposit, such Holding Deposit, if the Application is successful and a Tenancy Agreement is entered into, will be applied in full or part payment of the Rental Bond and any remainder applied towards the Rent for the Tenancy Agreement.
- 3.2 Should the Application for Tenancy be successful and the Applicant fails to, within the Holding Deposit Acceptance Period:
  - (a) accept the offer of tenancy; or
  - (b) otherwise notify the Landlord/Agent of their intentions not to proceed with the tenancy; or
  - (c) having notified of their intention to accept the tenancy, not taken all necessary and reasonable steps to enter into a Tenancy Agreement.then any Holding Deposit paid by the Applicant will be forfeited to the Landlord.
- 3.3 Should the Application for Tenancy not be accepted, the Holding Deposit will be refunded in full to the Applicant.

- 3.4 The Applicant acknowledges the Landlord/Agent will not accept a Holding Deposit from another prospective tenant until the expiration of the Holding Deposit Acceptance Period (Item 1) which unless otherwise specified shall be 48 hours from the giving of a receipt.

### 4. Privacy Statement

- 4.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
  - 4.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you as the Applicant, or obtained by other means, to assess your application for a residential tenancy and provide the services required by you or on your behalf.
  - 4.3 You as the Applicant 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; &/or
    - (2) residential tenancy databases for the purpose of confirming details in your Application and enabling a proper assessment of the risk in providing you with the lease; &/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; &/or
    - (4) previous managing agents and nominated Referees to confirm information provided by you; &/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; &/or
    - (6) the utility connection provider, where you have opted for such a service in Item (6), for the purpose of enabling the connection and/or disconnection of your utility services; &/or
    - (7) Body Corporates
  - 4.4 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.
  - 4.5 The Applicant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
  - 4.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.
- ### 5. Provision of Documents
- The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in the Item Schedule.

## Applicant's Personal Information Consent

I ..... , the Applicant, give my consent for ..... to make enquiries to verify the information I have provided to the Agent in this Tenancy Application (in accordance with the *Privacy Act 1988 (CTH)*) with relevant tenancy databases including databases of my previous Letting Agents.

Applicant's Signature: ..... Date: ..... / ..... / .....

## **100 POINTS OF IDENTIFICATION CHECKLIST**

Prior to any Tenancy Application being considered each applicant must produce 100 points of identification. Items marked with an asterisks(\*) must be provided

..... 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"/>	..... Current Vehicle Registration Documents	15 POINTS	<input type="checkbox"/>
..... Birth Certificate	10 POINTS	<input type="checkbox"/>	..... Bank/Cr Card Statements	15 POINTS (each)	<input type="checkbox"/>
..... Pension or Health Care Card	15 POINTS	<input type="checkbox"/>			

**TOTAL POINTS:** .....

## **TICA Privacy Disclosure Form**

This form provides information about how your personal information is handled, as required by the Australian Privacy Principles in the *Privacy Act 1988*, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application. As a professional asset manager we collect personal information about you. The information we collect can be accessed by you by contacting our office.

### Primary Purpose

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property. In order to assess your application we disclose your personal information to: The Lessor / Owners for approval or rejection of your application, TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application, Referees to validate information supplied in your application and Other Real Estate Agents to assess the risk to our clients.

The Agent may also take into account any information that is disclosed to us by TICA relating to attempts by Debt Collection Agencies, Credit Providers and related person to contact or locate you.

### Secondary Purpose

During and after the tenancy we may disclose your personal information to: Trades people to contact you for repairs and maintenance of the property, Tribunals or Courts having jurisdiction seeking orders or remedies, Debt Collection Agencies and affiliated industries, TICA Default Tenancy Control Pty Ltd to record details of your tenancy history, Lessors / Owners insurer in the event of an insurance claim and Future rental references to other asset managers / owners.

In the event of a successful tenancy application the applicant's personal information may be recorded in the Agent's TICA Virtual Manager System, which will allow the Agent to be advised of any future tenancy applications you make. Information regarding our data deletion practices can be advised should you wish. The TICA Virtual Manager program will monitor your tenancy applications as part of our Risk Management procedures to protect our landlord's exposure. The monitoring of your tenancy applications is not a listing on the TICA Tenancy History databases. This information is information that would be available to the Agent on a truthfully completed tenancy application form.

### TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the Australian Privacy Principles in the *Privacy Act 1988*. TICA Default Tenancy Control Pty Ltd (ABN 84 087 400 379) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the Australian Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by mail to: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$16.50.

TICA Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows: Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Signed By the Applicant

Name: ..... Signature: ..... Date: .. / .. / ..

Name: ..... Signature: ..... Date: .. / .. / ..