

Tenancy application



Item

1 Tenancy Details

Address: _____

Lease Commencement Date: ____/____/____

Lease Term: ____ weeks / fortnights / months / years

Rent: _____ per week / fortnight / month. Bond: _____

Holding Deposit: _____ Holding Period: _____ (See Clause 3)

2 Landlord / Agent

Name: **Burke & Smyth Real Estate**

Address: **266 Peel Street Tamworth NSW 2340**

Email: **naomi@burkesmyth.com.au** ABN: **57 098 919 754**

Phone: **02 6766 1411** Fax: **02 6766 8370** Mobile: _____

3 Occupants

Number of Adults: _____ Number and Age of Dependents: _____

Full name/s of adult/s and unaccompanied minor/s to reside on the premises:

1 _____ 3 _____

2 _____ 4 _____

4 Pets

Pets: Yes No

Type/Breed: _____ Number: _____

Type/Breed: _____ Number: _____

5 Monies Payable on Signing the Tenancy Agreement

Rent in advance (____ weeks / months rent): _____ From: ____/____/____ To: ____/____/____

Rental Bond: _____ (Being 4 weeks rent)

Sub Total: _____

Less Holding Fee (see Clause 3): _____ (not more than 1 weeks rent)

Balance due on Signing Tenancy Agreement: _____

Tenancy application

burke & smyth
real estate

TERMS OF APPLICATION

1 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

2 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 sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) the Tenancy Application 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, the tenant is required to pay a non-refundable one week holding deposit (item 1) within 48 working hours.
- (6) 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 the 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.
- (7) 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.

3. Holding Fee

- 3.1 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.
- 3.2 Should the Applicant/s refuse to enter into the Tenancy Agreement (except in the case of refusal due to misinterpretation or failure to disclose a material fact by the Landlord or Landlord's Agent) any Holding Fee paid by the Applicant/s will be retained by the Landlord/Agent.
- 3.3 The Holding Deposit will secure the property for the Approved Applicant/s for a period of 14 days from the date they are approved. Once this 14 day period is up, should the applicant not have signed the lease, the property may be readvertised, and the Applicant/s may forfeit their holding deposit.

4. Privacy Statement

- 4.1 The Agent collects and uses personal information provided by you as the Applicant/s to assess your application for a residential tenancy and provide services required by you or on your behalf during the tenancy
- 4.2 You as the Applicant/s agree the Agent may subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose personal information to:
 - (1) the Owner of the Premises to which this Application for Tenancy applies; &/or
 - (2) (subject to the provisions of Division 2 of the *Residential Tenancies Act 2010*) tenancy databases for the purposes of properly assessing the risk in providing you with the lease; &/or
 - (3) tradespeople and similar contractors engaged by the Owner/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
 - (4) nominated Referees to confirm information provided by you; &/or
 - (5) the Owner'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 (4), for the purpose of enabling the connection and/or disconnection of your utility services; &/or
 - (7) Owners Corporations.
- 4.3 Without provision of certain information the Agent may not be able to act effectively or at all on the Owner's behalf as a result of which your Application may not contain sufficient information to be acceptable to the Owner.
- 4.4 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. Note to Applicant/s

- 5.1 For the purpose of service of notice, service on any one Applicant shall be deemed to be served on all Applicants.

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To be completed by each adult applicant and unaccompanied minors

Item Schedule

1 Applicant's Details

Name: _____ Date of Birth: ____/____/____

Phone (H): _____ Phone (W): _____ Mobile: _____

Email: _____ Vehicle Rego No: _____

1.1 Current Address: _____

Period of Occupancy: _____ Situation: Renting / Owned / Other (please specify): _____

Rent: _____ Payment Period: Weekly / Fortnightly / Monthly

Reason for Leaving: _____

Name of Agent or Landlord: _____ Contact Number: _____

1.2 Previous Address (if applicable): _____

Period of Occupancy: _____ Situation: Renting / Owned / Other (please specify): _____

Rent: _____ Payment Period: Weekly / Fortnightly / Monthly

Reason for Leaving: _____

Name of Agent or Landlord: _____ Contact Number: _____

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: _____

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4 Emergency Contact *(Required to contact you as a matter of urgency if your normal contact details are not responding)*

Next of Kin: _____ Phone: _____

Relationship: _____ Mobile: _____

Address: _____

Other: _____ Phone: _____

Relationship: _____ Mobile: _____

Address: _____

Required Documents

Photo ID:

Bank/Credit Card Statements:

Additional Required 100 Points of identification checklist *Each Applicant must produce 100 points of I.D.*

- | | |
|--|---|
| Last 4 Rent Receipts: 20 Points <input type="checkbox"/> | Pay Slips:30 Points <input type="checkbox"/> |
| Drivers Licence: 30 Points <input type="checkbox"/> | Tenancy History Ledger:20 Points <input type="checkbox"/> |
| Passport: 30 Points <input type="checkbox"/> | Current Centrelink Statement:15 Points <input type="checkbox"/> |
| Birth Certificate: 30 Points <input type="checkbox"/> | Bills (Phone/Electricity/Gas/Rates):15 Points (each) <input type="checkbox"/> |
| Pension/Health Care Card: 15 Points <input type="checkbox"/> | Points (each) <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.

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

_____ Date ____/____/____

Landlord's / Agent's Signature

_____ Date ____/____/____

Tenancy application



266 Peel Street Tamworth NSW 2340
 P 02 6766 1411 F 02 6766 8370 W burkesmyth.com.au

In accordance with the Privacy Act, I/We the undersigned authorise the recipient of this fax to provide information to Burke & Smyth Real Estate, regarding my/our rental history. I/We understand this information will be used to assess my/our application.

Applicant/s Name _____

Current/Previous Rental Address _____

Period of Tenancy From ___/___/___ To ___/___/___ **Rent paid per week \$** _____

Name of managing Agent/Owner _____

Agents Contact Name _____

Phone No. Agent/Owner _____ **Fax No. Agent/Owner** _____

Signature _____ **Date** _____

**PLEASE FILL IN ABOVE INFORMATION & RETURN WITH YOUR APPLICATION.
 PLEASE DO NOT COMPLETE LOWER SECTION.**
 Our office will fax this to your agent and request a reference from them

**Dear Agent, Please complete & return by fax to Burke & Smyth Real Estate.
 Fax (02) 6766 8370. Please attach a copy of the tenant ledger**

How long at the property?		
How much rent did they pay?		
Was the tenant cooperative to deal with?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Did they pay rent on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Were there any periodic inspections?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Result of periodic inspection?
Were lawns & gardens kept in good order?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Did they have any pet/s?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please state the kind/s
Did the pets cause any damage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please specify
Are the tenant/s considerate of neighbours?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Were any notices issued for breach of this tenancy agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please specify
Do you know why they left/leaving?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please specify
Was the bond refunded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Would you rent to them again?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please specify
Name/Position of person filling in this form	Signature of Agent/Owner	

