

Dear Applicant/s

Please be advised that the following information is required when submitting your rental application for consideration:

1. Photo identification
2. Proof of income wages slips
Self employed – Bank statements
Unemployed – Centrelink Statement
3. Bill in your name
4. Current rental ledger (if currently renting)
5. Personal reference or contact (if renting privately)

Incomplete applications will not be considered.

If you have any questions or need assistance completing this application, then please contact our Property Manager.

Property Management Department

4441 3444



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	Realty Portfolios Pty Ltd		
	Address	4-5 / 168 Jacobs Dr		
	Sussex Inlet, NSW	Postcode 2540		
	Phone 02 4441 3444	Fax 02 4441 0579	Email	realpropertyagents@gmail.com

PREMISES - Address of Premises applied for:

Suburb			State	Postcode
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	/	/	Gender
Given name		Last name		
Present address				Postcode
Phone: Work		Home		
Email * (see note)		Mobile		
Vehicle registration No.	Driver's Licence No.	State of Issue		
Passport No.	Expiry Date	/	/	Country of Issue
Bank or Building Society		Branch		
BSB	/	Account Number		
Medicare Card Number	Reference Number	Colour of Card	Expiry Date	

* Note: By including your email address, you consent to service of any documents, including this application and any documents required to be served under or because of this application, by way of email, including but not limited to any tenancy agreement arising under this application.

PERSONAL REFERENCES

Referee 1 - Name	
Phone: Work	Mobile
Email	
Referee 2 - Name	
Phone: Work	Mobile
Email	

EMPLOYMENT HISTORY

Occupation of Applicant	Date commenced	/	/
Gross weekly wage /salary			
Employer's name			
Employer's address			
Postcode			
Phone: Work	Mobile		
Email			
Previous employer's name			
Previous employer's address			
Postcode			
Phone: Work	Mobile		
Email			
Period of employment	/	/	to / /

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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	

 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:

 Adult(s) Children Ages of Children

 Pet(s) ☐ Yes ☐ No If Yes, number and type

 Smoker(s) ☐ Yes ☐ No

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 to be paid \$

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 months / weeks / days \$

Note: A tenant cannot be required to pay more than 2 weeks rent in advance, but may elect to do so.

Rent must be paid by cleared funds

 Sub Total \$

 Less Holding Fee (if any) \$

 Total \$

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1. 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.

2. HOLDING FEES FOR APPROVED APPLICANTS

In accordance with Section 24 of the *Residential Tenancies Act 2010* (NSW), 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 days rent to hold the Premises in favour of the Applicant for a period of days from / / to / / or as varied in writing.

- 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.
- 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.
- 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.
- If a Residential Tenancy Agreement is entered into after the payment of a holding fee, the fee must be paid towards rent.
- 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.

3. ONLINE RENTAL BOND SERVICE

This is an invitation for the Applicant to provide an e-mail address that can be used, if this Application is successful, for the purpose of using the online rental bond service. If the Applicant fails to provide an e-mail address, the Landlord or Agent may require or receive a rental bond and lodge the rental bond with the Rental Bond Board using the paper-based Rental Bond Lodgment form. The Applicant's e-mail address for this purpose is:

4. Details of any repairs or other work to be carried out by the Landlord:

5. Details of any special requests made by the Applicant (if any):

6. DECLARATIONS AND UNDERTAKINGS

Have you made an application for accommodation in any social housing premises, as defined in the *Residential Tenancies Act 2010* (NSW) 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 above-mentioned 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.

7. ACKNOWLEDGEMENT AND AGREEMENT BY AGENT

I/We, Realty Portfolios Pty Ltd

Trading as Real Property Agents

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.

8. PRIVACY

- The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information about the Applicant referred to in this Application to be collected, held, used and disclosed for the purpose for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- This privacy clause outlines how the Agent holds, uses and discloses the Applicant's personal information (as that term is defined in the Privacy Act). This privacy clause only applies to the extent the Agent collects, holds, uses and discloses personal information. In this Privacy Policy, a reference to personal information includes, where context permits, sensitive information.
- 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.

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- iv The Agent may collect, hold, use and disclose personal information the Applicant provides in this Application or collected from other sources for the following purposes: (a) identifying and/or verifying the Applicant's identity; (b) processing and assessing the Application; (c) assessing the Applicant's suitability and ability to meet their financial and other obligations under the Residential Tenancy Agreement; (d) making recommendations to the Landlord about the Application and the Applicant; (e) managing the tenancy for the Landlord; (f) processing any payment (including, without limitation, the exchanging of personal information with the relevant payment provider, where necessary); (g) liaising and exchanging information with the Applicant and any joint applicant for the property, and the Agent's or Applicant's (including the joint applicant's) legal and other advisors in relation to or in connection with the Residential Tenancy Agreement; (h) complying with any applicable law; (i) complying with any dispute resolution process; (j) serving and signing (or arranging signing and service of) this Application; (k) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers); (l) contacting and liaising with utility suppliers (including for electricity, water and gas) and utility service aggregators (in either case, if the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to such services); and (m) search the records of third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), and in relation to each of these matters to provide those parties with the Applicant's personal information.
- v If the personal information outlined in this Application or requested by the Agent is not provided by the Applicant, the Agent may not be able to carry out any or all of the steps described above and may therefore not be able to process / progress the Application. The Agent may also not be able to discharge its obligations in this Application. It is impracticable for the Agent to deal with an Applicant who has not identified him, her or itself or used a pseudonym.
- vi Personal information collected about the Applicant in connection with this Application and, if successful, the tenancy and the Applicant's compliance with and conduct as a tenant under the Residential Tenancy Agreement may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including to the Landlord, the Landlord's mortgagee or head-lessor (in either case, if any), referees, any agent (if applicable), actual and/or prospective purchasers, the legal and other advisors of the Agent, Applicant, clients of the Agent both existing and potential, advertising and media organisations, property data service providers, valuers, parties engaged to evaluate the Premises, owners' corporations, government and statutory bodies, government agencies, financial institutions, Courts, regulatory bodies and law enforcement agencies, tribunals responsible for residential tenancy matters, third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), other third parties (including, without limitation, goods and services providers, insurers, utility suppliers and aggregators) and any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any), or as required, authorised or permitted by any applicable law.
- vii Information held by third party tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax) may also be requested by and disclosed to the Agent and/or the Landlord in connection with the Application and any subsequent Residential Tenancy Agreement. If the tenancy database is being operated by Equifax, please refer to the Equifax privacy policy (referenced below). If the tenancy database is provided by any other operator, please refer to the relevant privacy policy of the operator for the tenancy database. If you are concerned about any personal information held by a third party tenancy database, you should contact the relevant third party tenancy database to check the accuracy of the information held. Information held by a tenancy database may include previous tenancy history including whether the Applicant has been blacklisted or assigned a risk category by a member of the National Tenancy Database, history of bankruptcy, Court (civil) records and previous directorship and proprietorship in relation to the Applicant. Operators of the third party tenancy database may offer other services from time to time, and the Applicant must read and consider the relevant tenancy database operator's privacy policy concerning their use, collection and disclosure of the Applicant's personal information before deciding to engage such services. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant (as tenant) fails to comply with their obligations under that agreement, to the extent permitted by law (including with respect to any domestic violence termination notice), 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, government agencies, Courts, regulatory bodies and law enforcement agencies, and tribunals responsible for residential tenancy matters.
- viii If the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to utility suppliers (including for electricity, water and gas) or utility service aggregators then, in either case, the Applicant must read and consider the privacy policy of the relevant utility supplier or utility aggregator concerning their use, collection and disclosure of the Applicant's personal information.
- ix The Agent may also use the Applicant's 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 (by ticking the box below) or has previously told the Agent not to.
- x 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.
- xi 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 Privacy Act) to withhold that information. The Applicant also has the right to make a complaint about the way in which the Agent has handled the Applicant's personal information or that the Agent may have breached this privacy clause or the Privacy Act. The Applicant also has the right to request the correction of any personal information which relates to the Applicant that is inaccurate, incomplete or out-of-date.
- xii Any requests for access to the Applicant's personal information or any complaints should be made in writing to the Agent at the contact details included in this Application.
- xiii 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).
- xiv The Agent will take reasonable precautions to protect the personal information it holds in relation to the Applicant from misuse, loss, unauthorised access, modification or disclosure.

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- xv The Agent may disclose the Applicant's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xvi By signing this Application, the Applicant: (a) acknowledges that it has read, understands and accepts the terms of this privacy clause and; (b) provides express permission to collect, hold, use and disclose personal information in the manner described in this privacy clause.

National Tenancy Database – Equifax Australia Information Services and Solutions Pty Limited

Address: Public Access Division, PO Box 966, North Sydney NSW 2059

Telephone: 1300 762 207 (8:30am – 6:00pm Monday – Friday)

Website: www.equifax.com.au/

Privacy Policy: <https://www.equifax.com.au/privacy>

9. 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.

Note: The Applicant acknowledges and consents to the Agent verifying personal and employment references and tenant history references.

APPLICANT

This document may be signed on paper or electronically.

Applicant's Signature

Date

Name of Signatory

AGENT

This document may be signed on paper or electronically.

Agent's Signature

Date

Name of Signatory

Note: If the Applicant has not included their email in this Application, the Agent should not infer consent to email service merely from the receipt or response to emails from the Applicant.

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

Notes



TICA Statement & Privacy Act Acknowledgement Form

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 Data Solutions Pty Ltd (ABN 70 638 779 521) is a tenancy database that records tenants' personal information from its members including tenancy application enquiries and tenancy history. If a member chooses to run a check through the TICA System for risk management purposes, this may result in information being disclosed on your previous rental history; also, your current and future managing agent/landlord being advised of your applications.

TICA Assist Pty Ltd (ABN 28 137 488 503) is a database Agent that records information from Debt Collection Agencies, Mercantile Agents, Credit Providers, associated industries and related persons.

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 any of the following ways

Mail: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$19.80

Online: My TICA File provides instant access via the internet for 12 months a \$55.00 subscription fee applies.
All pricing includes GST.

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 organisation 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, driver's license number, proof of age card number and or passport number (except Australian), photographic proof, email address, occupation, employer (including address and phone), self employment details (including business name and ACN/ABN/ARBN), telephone number (including mobile) and address at time of making a 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.

Further Information about TICA

Full details about TICA's Privacy Policies and its deletion timeframe policies can be found on TICA's website at www.tica.com.au under Tenant Information and Privacy.

If the applicant/s personal information is not provided to The TICA Group the member may not proceed with assessing the application and the applicant/s may not be provided with the rental property.

Privacy Act Acknowledgement Form for Tenant Applicants & Approved Occupants

This form provides information about how we the below named agent handle your personal information, 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 cannot process your application.

Agency Name: _____
(Herein referred to as the "Agent")

Tenant Current Address: _____

Phone: _____ Fax: _____

Email: _____

As a professional asset manager, the Agent collects personal information about you. The information collected can be accessed by you by contacting our office on the above numbers or addresses.

Primary Purpose

Before a tenancy is accepted the Agent collects your personal information for the primary purpose of assessing 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, the Agent may disclose your personal information to all or any of the following:

- The Lessor / Owners for approval or rejection of your application
- TICA Data Solutions Pty Ltd and TICA Assist Pty Ltd to record details of your application for tenancy with the Agent and assess the risk to our clients and verify the details provided in your application.
- Referees to validate information supplied in your application
- Other Real Estate Agents or asset managers to assess the risk to our clients

The Agent may also consider 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

The Agent also has several secondary purposes for collecting your information. These purposes are related to your tenancy and as such, will only become applicable if your application for this property is successful.

During and after the tenancy the Agent may disclose your personal information to

- Tradespeople to contact you for repairs and maintenance of the property;
- Tribunals or Courts having jurisdiction seeking orders or remedies;
- Debt Collection Agencies, Credit Providers and related persons to permit them to contact or locate you;
- TICA Data Solutions Pty Ltd to record details of your tenancy history;
- Lessors / Owners insurer in the event of an insurance claim;
- 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 for the purpose of skip tracing. 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 database. This information is information that would be available to the Agent on a truthfully completed tenancy application form.

If you fail to provide your personal information and do not consent to the uses set out above the Agent cannot properly assess the risk to our client or carry out our duties as an asset manager. Consequently the Agent cannot provide you with the property you requested to rent.

Signed by the Applicant(s)

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____