

TENANCY APPLICATION REQUIREMENTS

It is a condition of First National Bathurst that all initial payments are PAID IN ADVANCE before occupying the property.

Initial payments consist of:

- The bond (equivalent to four weeks rent)
 - Two weeks rent in advance
- **This office does not accept Department of Housing Bonds.**
 - **Rent must be 1 week in advance at all times.**

If the Applicant/s decide not to take the premises after approval, the Agent may retain for the Landlord the amount equal to the rent specified on the Application Form, on a pro-rata daily rate, for each day the Premises was on hold for the Applicant, and refund the balance, if applicable.

IDENTIFICATION

Please provide and attach photocopies of documents required to meet 100 points of identification as the guide below shows.

100 POINTS – OPTION LIST

Last 4 rent receipts	20	Phone/Electricity/Gas Bill or Rates	10
Drivers Licence	30	Pay Slips	10
Photo ID	30	Tenancy History Ledger	20
Passport	30	Bank/Credit Card Statement	10
Birth Certificate	30	Medicare (must be included)	10
Pension or Health Card	10		

INCOME

Please provide and attach photocopies of documents required to support your declared income:

- Pay Slip or letter confirming employment from employer
- Department of social security payment details
- Current bank statement
- If self-employed, last taxation return from your accountant

CURRENT & PREVIOUS RENTAL OR OWNERSHIP DETAILS

We require:

- Proof of home ownership e.g. Council Rates Notice.
OR
- Either three recent rent receipts from Landlords/Agents or a Tenant Ledger/Transaction History.

7. 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.

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

Business Referee 1: Phone: Relationship:
Business Referee 2: Phone: Relationship:
Personal Referee 1: Phone: Relationship:
Personal Referee 2: 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.

Next of Kin: Phone (H):
Address: Phone (W):
 Mobile:
Other: Phone (H):
Address: Phone (W):
 Mobile:

10. PETS

Type/Breed: Number:

11. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

12. 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:
 Less Holding Fee (see Clause 3): (not more than 1 weeks rent)
Balance due on signing Tenancy Agreement:

13. ADDITIONAL CONDITIONS

The following questions **MUST** be answered before any processing is completed:

Have you ever had a tenancy terminated by a landlord or agent? YES/NO
 If yes, please give details:

Has any landlord or agent ever refused you a property? YES/NO
 If yes, please give details:

Are you in debt to another landlord or agent? YES/NO
 If yes, please give details:

Have any deductions ever been made from your rental bond? YES/NO
 If yes, please give details:

Is there any reason known to you that would effect your future rental payments? YES/NO
 If yes, please give details:

I/We acknowledge that the landlord/agent will rely on the truth of the above answers in assessing this tenancy application

14. SIGNATURES

Applicant's Signature: **Landlord's/Agent's Signature:**

Date: / / **Date:** / /

Terms of Application

1. Declaration

The Applicant declares:

- (1) that all the above details are true and correct
- (2) it is not bankrupt or insolvent.

2. Applicant Agrees

The Applicant agrees that:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) the Applicant will sign the Tenancy Application forthwith upon presentation of the same 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 the Applicant for any application not approved.
- (5) 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 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.
- (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.

3. Holding Fee (if applicable)

- 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 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 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.
- 3.3 If the Applicant has paid a Holding Fee, the Landlord 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 unless the Applicant notifies the Landlord that they no longer wish to enter into a Tenancy Agreement.

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) (subject to the provisions of Division 2 of the *Residential Tenancies Act 2010*) 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) Owners Corporations
- 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.

Applicant's Personal Information Consent

I _____, the Applicant, give my consent for
_____ First National Bathurst _____ 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: ____ / ____ / ____