



FAIRLIGHT'S REAL ESTATE AGENT SINCE 1997

- ▲ Sales & Marketing
- ▲ Property Management
- ▲ Residential & Corporate Rental
- ▲ Mortgages & Insurance

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TENANCY APPLICATION FORM

TIPS ON FILLING OUT THIS FORM

The purpose of this application form is to provide our office and the landlord with information about you in order that we can determine your suitability as a tenant. In order to assist us and ensure your application is looked upon favorably, we provide you with the following tips:

1. Read the form carefully before you start to fill it out and ensure you have all of the required information ready
2. Write legibly – in particular contact details such as phone numbers and email addresses
3. Fill in all fields – in the event you feel you can not fill in a field, give an explanation e.g. "Currently Own House" or "Living with parents", "Living OS for past 12-months". Fill in the blanks so we are not left guessing.
4. **DO NOT** provide us with any other supporting information such as written references, copies of leases, rental ledgers, photocopy of passports or drivers licenses until we have requested this information from you.
5. **DO NOT** give us a holding deposit until such time as we have vetted your application form and offered you the property
6. **Provide all phone numbers & email addresses.** **DO NOT** provide direct phone numbers or mobiles to tenancy or employment referees, provide switch board phone numbers so that we can verify the persons identity
7. Where possible provide the name of a real estate agent as a rental referee
8. If you have been living outside of Australia, provide email addresses of any referees
9. Write in your preferred commencement date. We will try to fit in with your request where possible. We are mindful that tenants may need to give 21 days notice
10. Submit your application as soon as possible
11. Sign the application
12. Keep a copy of the application for your own records

PROPERTY DETAILS	
Property	
Owner's Name:	
Type Of Premises:	House, Semi Townhouse or Unit

Rent (see note below)	\$	pcm
Commencement Date		/ / 20
Lease Period		12 months
Reservation Fee	\$.00
Rental Bond @ 4 weeks rent	\$.00
50% of lease preparation fee	\$	15.00

*Rents above \$300 per week will fall due on the 15th of each month and are to be paid per calendar monthly (pcm) in advance, calculated by the formula: ((Weekly rent ÷ 7days) x 365 days) ÷ 12 months = pcm rent

To calculate rent to the 15th of the month use formula:
 Number of days from start date to 15th of next month multiplied by the daily rent i.e. weekly rent ÷ 7 days

A. APPLICANTS DETAILS			
Name First, Middle, Surname			
Company if renting through Co.			
Current Address			
Home Phone			
Mobile Phone			
Work Phone			
Email Address			
Date Of Birth			
Number To Occupy		Number of Children	
Next Of Kin			
Next Of Kin Phone			
Pets (Yes or No)			
Driver's License & State			
Car Registration & State			
Passport No N/A for Australian Citizens			
Country			
Status Of Visa			

B. APPLICANTS REFERENCES			
Current Landlord Agent Preferred			
Phone or email if OS			
Email Address			
Start Date		Rent Paid pw or pcm	\$
Previous Address			
Previous Landlord Agent Preferred			
Phone or email if OS:			
Email Address			
Start Date		Rent Paid pw or pcm	\$
Current Employer's Name			
Work Address			
Switchboard Phone			
Position Held			
Start Date		Annual Income	\$

C. REASON FOR MOVING

Please give a brief description of your reason for moving

D. PRIVACY POLICY

The tenant acknowledges that the personal information provided or, which may be obtained by the agent from other sources is required to verify the applicant's identity, assess this application and manage the tenancy. Personal information provided or collected in the course of managing this property may be disclosed for the purpose for which it was collected, to other parties including the landlord, referees, other agents and tenancy databases. Information already held on tenancy databases, may be accessed by the agent. In the event a RTA is entered into with the applicant and if the applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information about the applicant may be disclosed to the landlord, other agents or tenancy databases. If the information requested is not provided, the agent may not be able to perform their duties and may reject this application.

The applicant can request to view all of their personal information held on file by the agent. The applicant can correct this information if it is inaccurate, incomplete or out of date.

E. DECLARATION

I understand Shane Spence Real Estate (the agent) may conduct reference checks with the landlords, agents and employers named on this application or with tenant reference databases operating in line with the Property Stock & Business Agents Amendment (Tenant Databases) Regulations 2004. I authorize the agent to provide any information about me for the purpose of those checks and acknowledge that if I am currently listed as a defaulter with those parties, the agent has the authority to reject my application.

I understand that I am under no obligation to sign this consent form but that failure to do so may result in my application being rejected.

I acknowledge that if I default on my obligations under the terms of any Residential Tenancy Agreement I sign with the agent or landlord, I may be listed as a defaulter with those tenancy databases. Further, I acknowledge that the manner in which I conduct this tenancy may be used by the agent when providing any future rental reference they may give on my behalf.

Should the agent transfer its business to another agent, or the management be transferred by the landlord to another agent, I consent to the new agent taking any steps, which the former agent could have taken.

F. RESERVATION OF PREMISES

1. Subject to the acceptance of this application, the applicant wishes to reserve the premises for 7 days subject to the terms and conditions set out in this form and any subsequent Residential Tenancy Agreement (RTA).
2. On acceptance of this application, the applicant will pay a reservation fee of one weeks rent to the agent.
3. Should the owner enter into a RTA, the reservation fee will be credited towards the rent. In the event the owner does not authorise the lease, the application fee is fully refundable.
4. If the applicant advises in writing, before entering into a RTA, that they do not wish to lease the property, then the owner may keep so much of the fee as being equal to the pro-rata amount of rent that would have been payable during the reservation period.
5. During the reservation period, no other reservation fees will be taken from other applicants nor will the premises be reserved in another's favour.

PLEASE NOTE: IT IS THE POLICY OF THIS OFFICE THAT THE PROPERTY REMAINS ON THE MARKET FOR LEASE UNTIL SUCH TIME AS A HOLDING DEPOSIT HAS BEEN PAID BY AN APPROVED APPLICANT

G. THE APPLICANT DECLARES

1. The information given in this application is true and correct.
2. The applicant is not bankrupt or insolvent.
3. The premises have been inspected by the tenant, and
4. Rental bond money's will be paid by bank cheque made out to the Rental Bond Board and all rents will be paid to the agent by direct deposit to the agent's nominated account.

H. THE APPLICANT'S SIGNATURE

Date:

The applicant acknowledges they have read this form and that it is the policy of Shane Spence Real Estate to include Special Conditions in the lease a copy of the Special Conditions is attached to this application and the tenant has read and accepted these Special Conditions prior to signing this application and agrees to their inclusion in the lease. If the applicant has any queries regarding these Special Conditions they can contact the agent in order to discuss

The applicant has retained a copy of this application for their own records.

ADDITIONAL TERMS

Additional terms (or Special Conditions) may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms; and
- (b) they do not conflict with the Residential Tenancies Act 1987 or any other Act; and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE. (Cross out this clause if it is not applicable and any of the clauses 29 to 49 if they are not applicable)

ADDITIONAL TERM ABOUT WATER

29. For properties, where water usage charges are calculated by a water meter (excludes most units), **the tenant agrees** to pay for the cost of water consumed. Such charges will be due within 14 days of receipt of the agent's invoice.

RENTS AND RENTAL BONDS

30. **The tenant agrees** the rental bond cannot be used to pay rent unless prior written consent is first obtained from the landlord.

31. **The tenant agrees** to pay the agent any fees, resulting from dishonoured cheques issued to the agent by the tenant.

KEYS (SEE ALSO CLAUSES 18 & 19)

32. **The landlord agrees** to supply to the tenant a minimum 2 sets of keys to front and rear doors, including security doors and one set of other keys to windows, laundry, garage and letterboxes.

33. In the event the tenant installs additional or changes existing locks, **the tenant agrees** to give the agent a copy of the key within 48 hours.

34. In the event locks are not reasonably secure, the tenant will advise the agent in writing within 7 days of the commencement of the lease or within 7 days of the lock becoming defective.

35. The tenant agrees to return all keys by 12:00 pm of the day they vacate the premises. Rent will continue to be charged on a daily basis until all keys are returned. In the event keys are not returned **the tenant agrees** to the landlord changing the locks at the tenant's expense.

36. At the end of the tenancy, the tenant may choose to leave any locks installed by them at the premises. Should the tenant remove their locks, they will restore the original locks and repair any damage to the premises.

INSURANCE

The tenant agrees:

37. they have no cause or right for any loss for compensation, nor liability against the landlord or their agent, in the event that any act or omission by any other person who unlawfully enters the premises and causes or permits damage.

38. and acknowledges their possessions are not insured by the landlord, in the event of theft, malicious damage, fire, storm, tempest or failure of the premises. The tenant agrees to insure their possessions and public liability interests for the period of the tenancy.

39. not to adversely effect any insurance the landlord holds for the premises.

TERMINATION OF AGREEMENT OR CHANGE TO TENANCY

40. Following the proper service of a termination notice **the landlord and the tenant agree:**

(1) the termination notice shall continue for the benefit of the landlord.

(2) such notice shall not affect any breach, claim or demand for compensation by either party.

(3) for the purpose of termination notices such notices must be signed and in writing and messages sent by e-mail are not valid.

41. In the event the property is a shared tenancy agreement, **the tenant agrees** to notify the agent of any changes prior to the event and acknowledges their obligations under this lease as per clauses 21 and 22. All occupants must supply their details to the agent and are subject to the agent's prior approval.

42. In the event the tenant asks the landlords permission to terminate this agreement prior to the expiry of the fixed term period and this is agreed to by the landlord or their agent, the tenant agrees to pay rent up to the date of a new tenancy, a re-letting fee of one weeks rent plus GST and a lease preparation fee of \$15.00 plus GST. In the event the lease is terminated after 6 months, the re-letting costs payable by the tenant will be proportioned using the formula $(\$ \text{ cost} \times \text{ weeks remaining in lease}) \div (75\% \times 52 \text{ weeks})$

43. **The tenant agrees** that, 7 days prior to vacating, they shall advise their suppliers of Electricity, Gas and Telephone of their imminent departure.

44. **The tenant agrees** that, 7 days prior to vacating, the tenant shall advise Australia Post and shall have all mail redirected to their forwarding address.

TELEPHONES & CONTACT DETAILS

45. **The tenant agrees**

(1) all telephone services will be kept in the same state as they were at the start of the tenancy.

(2) the landlord does not supply phone hand sets.

(3) that within 7 days of occupying the premises to advise the agent of their new home phone number.

(4) throughout the tenancy to advise the agent of any changes to mobile and work phone numbers, email addresses and other contact details.

TELEVISION RECEPTION

46. The landlord does not guarantee television reception. It is the responsibility of the landlord to ensure television jacks are working. All connections after the jack are the responsibility of the tenant. In the event cable television is connected the responsibility for these facilities is with the service provider.

CARE OF THE PREMISES

47. **The tenant agrees:**

(1) to notify the landlords agent within 7 days of the commencement of this lease of any pest infestation. In the event the property subsequently becomes infested, the tenant is responsible for their eradication, shall bear the cost of fumigation or eradication.

(2) not to keep any animal on the premises without the landlord's permission.

WARNING: In the event animals are kept at the property without permission, the RTA will be terminated and we will require the property to be fumigated & deodorized.

(3) to maintain the grounds and gardens in good order and to remove all rubbish.

(4) **and the landlord declares**, carpets have been steamed cleaned prior to the commencement of this lease and the **tenant acknowledges** their responsibility under clause 13 of this lease to leave the premises, including the carpets, as near as possible in the same condition.

(5) not to burn candles or light other naked flames on the premises.

- (6) not to put hooks or other devices in walls or ceilings nor to use blue tack on painted surfaces.
- (7) not to install satellite dishes, fixed air-conditioning units, cable television or other devices without permission.
- (8) not to place pot plants on floors without suitable protection to flooring and which, allows airflow beneath the pot and the floor.
- (9) not to cut food without using a cutting board or use abrasive cleaners or scourers on kitchen benches or other surfaces.
- (10) not to flush down toilets or other drains items which, are likely to cause the plumbing to become blocked.
- (11) dishwasher filters will be kept clean.
- (12) air discharged from clothes dryers will be vented outside the premises.
- (13) to regularly air the premises, in particular, bathrooms, bedrooms & kitchens where condensation may result in mold forming.
- (14) that in the event the landlord provides lawn mowing or other services, these services do not alter the tenant's responsibility for the maintenance of lawns, gardens & pools. The tenant continues to have a responsibility for the day to day upkeep of lawns, gardens and pools including mowing of lawns, watering & weeding lawns & gardens, fertilising lawns, clearing blocked gutters, pruning shrubs & bushes and the supply of pool chemicals. **The landlord acknowledges** their responsibility for undertaking the cutting back of major trees and the removal of noxious weeds.
- (15) **and acknowledges** their responsibility with regard urgent repairs. An urgent repair is one necessary for the protection of persons or property as outlined in clause 17. Prior to undertaking urgent repairs, the tenant will contact the agent on **0412 226722** (leaving a message if the phone is unattended). The tenant will only authorise work to secure the immediate problem and such expenditure will not exceed \$1,000. In the event the nominated tradespersons on page 1 of this lease can not be contacted, the tenant may use another licensed tradesperson.
- (16) not to operate a business from the premises.
- (17) not to smoke inside the dwelling and to properly dispose of cigarette waste.
- (18) not to place mattresses directly on carpets.
- (19) within 7 days of the commencement of this lease to advise the agent of light bulbs which are not working. **The tenant agrees** to only replace bulbs, with ones which, are not more than 75 watts or with a similar tube or globe to that which is currently installed or meets the light fitting manufacturer's specification.
- (20) in the event smoke detectors are installed, to notify the agent immediately the detector is not working, to test the detector on a monthly basis, replace batteries as required and not to remove or in any way prevent the detector from operating.
- (21) not to store timber or cardboard boxes on the premises in such a manner as may attract termites to the property.
- (22) to immediately notify the landlord's agent of repairs which may be required. Please note, we recommend repairs be notified to our office by email to **shanespence.re@bigpond.com** or other email address as may be advised. **Include note re website**
- (23) the agent has the authority to issue keys to tradespersons to complete repairs notified by the tenant. In the event the tenant does not want tradespersons entering the property when they are not present, then the tenant will nominate a day and time they will be present between 9:00 am and 3:00 pm Monday to Friday, when the tradesperson can gain access.

STRATA TITLE BY-LAWS

48. Where the premises are:

- (1) subject to the Strata Management Act 1996 **the tenant agrees** to observe the terms and conditions of the by-laws set out in Appendix 1 and any resolution validly passed by the owners' corporation, as well as all other standards, laws and regulations for the premises.
- (2) not subject to the Strata Schemes Management Act 1996 **the tenant agrees** to observe by-laws 1 to 19 inclusive set out in Appendix 1. The words "owner or occupier"; "owners corporation"; and "lot" shall be substituted by the words "the tenant"; "landlord" and "dwelling" respectively.

MITIGATION

49. **The landlord and the tenant agree** that where there has been a breach of any of the conditions of this agreement by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

IMPORTANT NOTES ABOUT INSURANCE

1. It is advisable for the landlord to take out a comprehensive policy of insurance covering his interest in the premises
2. It is advisable for the tenant to insure his own possessions and insure against his liability for public risk as the occupier

You can get more information about your renting rights and responsibilities from the NSW Office Of Fair Trading's website www.fairtrading.nsw.gov.au. If you do not have access to the internet, phone 13-32-20 or call into a Fair Trading Centre for help and information.

AGENT'S NOTES – DO NOT USE							
Current Lease		Rent Ledger		Drivers License		Passport	
Previous Agent's Comments							
Employer's Comments							
Agent's Comments							