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APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL TENANCY

Applicants' Names:

Rental Property Address:

Total number of persons to occupy premises:

Adults: Children: Ages:

Pets: Breed: Ages:

Please provide us with your contact numbers to enable us to advise you on your application:

Home: Work: Mobile:

Email Address:

Home: Work: Mobile:

Email Address:

GENERAL INFORMATION

I/we would like to apply for a lease on the above premises for a period of:

6 Months 12 Months Other: _____ Months

Commencing on: ____/____/200__ and expiring on ____/____/200__

At a Weekly Rental of: \$ _____

Please advised the following information:

- I/we intend using a water bed at the property Yes No
- I/we smoke cigarettes Yes No
- I/we have previously defaulted or entered into a payment arrangement with Synergy, Alinta Gas, Child Support Agency, or any Telephone company Yes No
- I/we am bankrupt, are a discharged bankrupt, am in the process of declaring bankruptcy Yes No
- I/we own a lawnmower Yes No
- I/we own whippersnipper/edging equipment Yes No

If no, how do you plan to maintain the lawns and gardens:

Pay extra \$15.00 per week rent for the agency to engage a regular contractor on my behalf to mow, edge and regularly fertilize the lawns, or

I/we intend to purchase a lawnmower, edging equipment and fertilizers, or

I/we intend to organise and pay our own contractor to mow, edge and regularly fertilize the lawns.

7. I/we intend on applying for a Ministry of Housing Bond Yes No

8. Motor Vehicles: No more than _____ vehicles will be parked at the premises at all times.

Car Make: _____ Year: _____ Colour: _____ Reg No: _____

Car Make: _____ Year: _____ Colour: _____ Reg No: _____

INFORMATION FROM OWNER/AGENT

Monies required to be paid in full prior to taking possession of the property:

Security Bond	\$ _____
Pet Bond	\$ _____
Rent x 2 Weeks	\$ _____
Total to be Paid	\$ _____

Thank you for your application to rent. Please ensure that your application is fully completed to ensure prompt processing.

- ✍ All applications received are subject to the landlord's approval.
- ✍ If your application is successful and you exercise your option and sign the lease, please note the following:
 - ✍ When signing the lease we require the first two weeks' rent, security deposit (equivalent to four weeks rent) to be paid by either Australian Money Order, Bank Cheque or by Direct Deposit to the agency's trust account.
 - ✍ All tenants' must sign the lease and pay the total ingoings before the keys are handed over.
 - ✍ You are required to bring in one week's as your holding deposit within 1 business day of your application being accepted. Failure to pay your holding deposit within 1 business day will result in the rejection of your application.
 - ✍ It is your responsibility to ensure that the electricity and gas are connected to the premises.
 - ✍ If you require a telephone line connected to the premises it is your responsibility to make enquiries with either Telstra or Optus for this information. You will be responsible for making any telephone connections and/or line connections.
 - ✍ The owner/agent makes no warranties that the previous occupants have or have not had a telephone connection during their occupation of the premises.
 - ✍ If you are applying for a Ministry of Housing Bond, our office policy is to receive all ingoing monies prior to moving any tenants' into the property. This means you can either move in and pay your ingoing monies by either Bank Cheque, Australian Money Order or Direct Deposit to our agency's trust account and we will reimburse you the amount of the Ministry of Housing Bond once it has been paid to our office. Alternatively you may be able to delay your lease commencement date until the agency is in receipt of full payment of the security bond, (subject to the owners' approval).
 - ✍ Please note that if your application is unsuccessful, the owner/agent is not obliged to explain why your application was not accepted.

APPLICANT 1

Name:..... Date Of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Previous Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Occupation:..... Annual Salary:.....
Employer:..... Employment Period:.....
Employer's Address:.....
Phone No:..... Manager/ Director:.....
If less than 12 months, name of previous employer:.....
Address of Previous Employer:.....
..... Phone No:..... Employment Period:.....

*N.B. If self employed statements of income must be provided.
If receiving Centrelink Benefits, a statement of income from Centrelink must be provided.*

Next of Kin: (Name and Address).....
..... Phone No:..... How Related:.....

Emergency Contact other than next of Kin: (Name and Address).....
..... Phone No:..... How Related:.....

Bank:..... Branch:..... Type of Account:.....

Character Reference (this must not be anybody who is related to you or any other applicants):
(Name and Address).....
..... Phone no:..... Relationship:.....

APPLICANT 2

Name:..... Date of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Previous Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Occupation:..... Annual Salary:.....
Employer:..... Employment Period:.....
Employer's Address:.....
Phone No:..... Manager/ Director:.....
If less than 12 months, name of previous employer:.....
Address of Previous Employer:.....
..... Phone No:..... Employment Period:.....

N.B. If self employed statements of income must be provided.

If receiving Centrelink Benefits, a statement of income from Centrelink must be provided.

Next of Kin: (Name and Address).....
..... Phone No:..... How Related:.....

Emergency Contact other than next of Kin: (Name and Address).....
..... Phone No:..... How Related:.....

Bank:..... Branch:..... Type of Account:.....

Character Reference (this must not be anybody who is related to you or any other applicants):
(Name and Address).....
..... Phone no:..... Relationship:.....

Name:..... Date Of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Previous Address:.....
Rent Paid to (Agent or Owner's Name and Address).....
.....
Agent's or Owner's Contact No:..... Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:.....

Occupation:..... Annual Salary:.....
Employer:..... Employment Period:.....
Employer's Address:.....
Phone No:..... Manager/ Director:.....
If less than 12 months, name of previous employer:.....
Address of Previous Employer:.....
..... Phone No:..... Employment Period:.....

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Character Reference (this must not be anybody who is related to you or any other applicants):
(Name and Address).....
..... Phone no:..... Relationship:.....

RENT PAYMENTS

IT IS A CONDITION OF THIS APPLICATION THAT ALL APPLICANTS ACCEPT AND UNDERSTAND THAT RENTAL PAYMENTS WILL NOT BE RECEIPTED DIRECTLY AT THE OFFICE.

(i.e.: cash paid into the office)

All rent and other tenant outgoings are to be paid directly into the agent's trust account, the details of which will be provided to the tenant upon the signing of the lease.

OFFER OF OPTION

1. The Applicant offers to the owner an Option to lease the Property. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable within one business day of acceptance of this Application and shall be the amount referred to on page 2. The period of the Option shall commence from and include the date of the acceptance of the Application by the Owner and continues for the number of days referred to on page 1, or if none, then 2 business days. The Option is exercised by the Applicant either:
 - i. executing the Lease; or
 - ii. taking possession of the Property with the Owner's consent; or
 - iii. giving a notice in writing to the Owner exercising the Option;whichever occurs first. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, the Option Fee is the property of the Owner.
2. The amounts referred to on page 2, namely bond, rent in advance are payable upon the Applicant signing the Lease prior to taking possession of the Property.
The Applicant will not be entitled to occupation of the Property until:
 - i. vacant possession is provided by the current occupant of the Property;
 - ii. the Lease is signed by the Applicant; and
 - iii. the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Property.
3. The persons comprising the Applicant are over of 18 years, none are bankrupt and they each declare that all of the information referred to on pages 2 - 4 are true and correct and are not misleading in anyway.
4. The Applicant acknowledges having inspected the Property and if the Option is exercised will accept possession of the Property in the condition as at the date of inspection.
Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the **RWR Real Estate Lease of Residential Premises** including the special conditions attached to this Application and the payment of all monies referred to on page 2.
5. The Applicant agrees to pay the rent in advance.
6. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their contents.
7. The Applicant agrees that for the purpose of this Applicant, the Owner may make enquires of the persons given as referees by the Applicant, and also make enquires of such other persons or agencies as the Owner may see fit.
8. The Applicant furthermore agrees for the Owner's Agent, to contact the person's given as referee's by the applicant for the purpose of following up any arrears owing by the Applicant to the Owner.
9. The Applicant acknowledges having been advised that in the event of a breach of the Lease by the Applicant, items of personal information contained in this Application may be recorded in a Tenancy DataBase by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the applicant.
10. The Applicant acknowledges and agrees that the Owner will carry out all inspections between normal business hours at the Owner's discretion.
11. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
12. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.
13. On ACCEPTANCE of the APPLICATION, the APPLICANTS will pay to the AGENT an Option Fee for the sum referred to on page 2. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.

- 14. This document is not a residential tenancy agreement and does not grant any right to occupy the Property
- 15. Special conditions that will apply to the lease (if Application is accepted, and option exercised).

SPECIAL CONDITIONS:

I/We hereby agree to enter an "Agreement to Take Residential Premises" for a period of not less than

Six Months Twelve Months Or Longer, Period:

(Please note that most landlords prefer the security of obtaining a long term tenant)

Immediately upon acceptance of this application, and to treat the above mentioned property in a proper and tenant-like manner, to abide by the conditions and terms of the tenancy and to pay rent in advance.

I/We also agree to pay Synergy and Alinta Gas charges, water consumption cost on a pro-rata basis, telephone reconnection/connection, excess of any insurance claim and other charges as applicable under the terms of 1987 Residential Tenancies Act. At the termination of my/our tenancy, it is agreed that notice will be in writing in accordance with Section 68 of the 1987 Residential Tenancies Act.

NOTE: THE OWNER'S INSURANCE DOES NOT COVER TENANT'S CONTENTS. TENANTS MUST ARRANGE THEIR OWN CONTENTS INSURANCE UPON ACCEPTANCE OF THIS APPLICATION.

Applicant's Signature: **Date:**

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Applicant's Signature: **Date:**

COLLECTION NOTICE

The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected about the Applicant in this application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy data bases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under this agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting **RWR Real Estate**. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.

If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

TENANT PRIVACY STATEMENT

Please take the time to read this Privacy Statement carefully, and once completed, return it to this office with your tenancy application.

As professional property managers **RWR Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us by:

Telephone: **9474 6899**
Facsimile: **9474 6833**

PRIMARY PURPOSE

As professional property managers, we collect your personal information to assess the risk in providing you with the lease / tenancy of the premises you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy, we usually disclose your personal information to:

- The Landlord
- The Landlord's lawyers
- The Landlord's mortgagee
- Referees you have nominated
- Organisations / Trades people required to carry out maintenance to the premises
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025) ("ntd")
- Other Real Estate Agents and Landlords

SECONDARY PURPOSES

I/we consent for **RWR Real Estate** to collect and use our personal information to:

- ✍ Enable the agency, or the Landlord's lawyers, to prepare the lease / tenancy documents for the premises
- ✍ Allow organizations / trades people to contact me/us in relation to maintenance matters relating to the premises
- ✍ Pay / release rental bonds to / from Rental Bond Authorities
- ✍ Refer to Tribunals, Courts and Statutory Authorities
- ✍ Refer to Collection Agents / Lawyers (where default / Enforcement action is required)
- ✍ Provide confirmation details for organizations contacting us on my/our behalf i.e. Banks, Utilities (Gas, Electricity, Water,
- ✍ Phone.), Employers etc.

If your personal information is not provided to us, and you do not consent to the uses to which we put your personal information, we cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we cannot provide you with the lease / tenancy of the premises.

NTD & TICA DISCLOSURE STATEMENT

You can gain access to your personal information by contacting **National Tenancy Database Pty Ltd** (ABN 65 079 105 025) ("ntd") by:

Telephone: (03) 9416 2366
Facsimile: (03) 9416 1640
Email: kim@ntd.ntd.au
In Person: 1/191 Johnstone Street, Fitzroy. VIC. 3055

You can gain access to your personal information by contacting **TICA** (ABN 84 087 400 379) ("TICA") by:

Telephone: (02) 97433266
Email: enquiries@tica.com.au
In Person: P.O. Box 120, Concord NSW 2137

PRIMARY PURPOSE

Ntd & TICA collects your personal information to provide to its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of **Ntd & TICA**.

Ntd & TICA also provides credit information on companies/directors applying for commercial leases.

The real estate agent/property manager will advise **Ntd & TICA** of your conduct throughout the lease/tenancy, and that information will form part of your tenant history.

Ntd & TICA usually discloses information to:

- Licensed real estate agent members
- **Ntd** parent company, Collection House Limited ABN 74 010 230 716 and its subsidiaries and related entities
- Credit Bureaus

If your personal information is not provided to **Ntd & TICA** the real estate agent/property manager will **not** be able to carry out their professional responsibilities and will **not** be able to provide you with a lease/tenancy of the premises.

SIGNED BY THE APPLICANT/S:

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signed by the said Agent/ Agent's

Representative.....Date...../...../.....

A true copy of this Application has been received by signatories hereto.

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signature.....Date...../...../.....

(End of Document)