



## COMMERCIAL TENANCY APPLICATION

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All tenancy applications must be accompanied with the following documentation.

### ***Mandatory Supporting Documentation and Identification***

*You must supply two (2) of the items listed with \**

- Driver's license\*
- Proof of age card\*
- Australian Passport\*
- International Passport accompanied by a copy of visa\*
- Health Card/Medicare/Pension Card\*
- Certificate of Business Registration
- Electricity account, Water Rates or Council Rates (showing your address)
- Last two pay slips or recent tax return

### ***Additional Supporting Documents (Recommended)***

- Previous tenancy agreement
- Tenancy Ledger
- Rental Bond Receipt
- Bank or credit card statement
- Confirmation letter of employment and salary
- Employment contract

### ***Proof of Ownership of Property (If you own a property)***

- Council Rates
- Water Rates

*Our office reserves the right to allow for any changes of the above criteria. Should an applicant fail to meet our tenancy application requirements and criteria, our office reserves the right not to process the application until such a time those requirements are met.*

**IMPORTANT INFORMATION:**  
**Please read before completing application.**

Please be advised of the following guidelines when applying for rental properties with Richardson & Wrench Gladesville:-

1. Our agency reserves the right to accept multiple applications for each property, and the landlord has the right to accept or refuse any application as he/she sees fit.
2. A copy of photo ID is required when submitting an application. Eg. Drivers licence, passport, and a copy of your visa if applicable. We also encourage you to supply supporting documents, eg. payslips, employment agreements, bank statements or any other documents you feel will support your application.
3. If an application is not completed in full, or if insufficient information and references are given, an application may not be processed until such information is received.
4. If you are self employed please provide your accountant's name, phone number, copy of your certificate of business registration and recent tax return.
5. Prospective tenants wishing to apply for a property must first inspect the premises internally before an application will be processed.
6. A reservation fee will not be accepted until an application is approved by the landlord of the premises.
7. Once an application is approved, a reservation fee must be paid within 24 hours of approval being given. If a deposit is not received, the property will remain on the market and we will continue to accept, process and put to the landlord applications from other interested parties.
8. Reservation fees and initial payments for bond and rent in advance must be paid via EFT or bank/building society cheque or money order.
9. Keys will not be handed over until initial monies have been paid in full, and we have received written authority from the landlords solicitor to do so.
10. Richardson & Wrench will disclose information we collect from you to other real estate agents/organisations who have requested with a valid and signed disclosure and consent from the applicant to pass rental/credit assessment and references for the purpose of the Applicant locating a suitable premises to rent.

**PRIVACY ACT 1988 - 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 landlords and their advisers, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy reference databases 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 that 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:

Richardson & Wrench Gladesville  
265H Victoria Road,  
Gladesville NSW 2111

Ph: (02) 9879 6311  
Fax: (02) 9879 6127  
E-mail: rentals@rnw.com.au

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.

**NAME:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Please ensure that ALL sections of the application are completed.  
Failure to do so could result in your application not being processed.**

### TENANCY APPLICATION

<b>Applicants Name (PLEASE PRINT):</b>			
Current Address:			
Phone(h):	(w)	(m)	D.O.B:
Email:			Vehicle Rego:
Next of Kin:		Ph:	Do you smoke? Yes/No

<b>Lessee Name (name in which the lease is to be held):</b>	
Date of Incorporation:	ABN/ACN:
Business Clarification (please tick): <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Franchise <input type="checkbox"/> License	

<b>Address of Premises Applying For:</b>	
Proposed Use:	
Preferred Period of tenancy:	Reason for Moving:
Preferred Commencement Date:	Proposed Rental (\$):

<b>Please provide details of all the Directors and Shareholders of the business below:</b> (A copy of photo ID required for each director)	
Name:	Position:
Address:	Email:
Mobile:	Work Ph:
Name:	Position:
Address:	Email:
Mobile:	Work Ph:
Name:	Position:
Address:	Email:
Mobile:	Work Ph:

<b>Do you currently lease commercial premises? Yes/No</b>	<b>Did you previously lease commercial premises? Yes/No</b>
Address of property:	Address of property:
Landlord/Agency:	Previous Landlord/Agency:
Landlord/Agency Address:	Landlord/Agency Address:
Phone No:	Phone No:
Current Rent Paid:	Rent paid:
Period From:                      To:	Period From:                      To:

<b>Do you currently lease a residential property? Yes/No</b>	<b>Did you previously lease a residential property? Yes/No</b>
Address of property:	Address of property:
Landlord/Agency:	Previous Landlord/Agency:
Landlord/Agency Address:	Landlord Agency Address:
Phone No:	Phone No:
Current Rent Paid:	Rent Paid:
Period From:                      To:	Period From:                      To:

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## TENANCY APPLICATION - CONTINUED

<b>Accountant Name:</b>	Company:	
Email:	Mobile:	Phone:

<b>Solicitors Name:</b>	Company:	
Email:	Mobile:	Phone:

<b>Trade References:</b>		
Company:	Contact:	Phone:
Company:	Contact:	Phone:
Company:	Contact:	Phone:

<b>Experience:</b>
Retail experience (please provide us with current and past experience):     
Business experience (please provide us with current and past experience):     
Other relevant details:     

<p><b>THE APPLICANT STATES THAT:</b></p> <ol style="list-style-type: none"><li>1. He / she acknowledges that the supplied referees will be verified and has no objection to same.</li><li>2. The information given in this application is true and correct and this is a fundamental precondition of the owner entering into the Tenancy Agreement.</li><li>3. He / she is not bankrupt or insolvent.</li><li>4. The premises have been inspected and any rental bond and initial payment of rent will be made accordingly.</li><li>5. He / she has received an attached handout of the Privacy Act 1988, Privacy Collection Notice.</li></ol> <p><b>RESERVATION OF PREMISES ONLY:</b></p> <ol style="list-style-type: none"><li>6. When approved for tenancy, the successful applicant/s are required to pay a reservation fee immediately to our office in the form of EFT or Bank Cheque or Money Order.</li><li>7. If the tenancy proceeds, the reservation fee is applied as rent.</li><li>8. If the application is successful, but the applicant/s decide not to take the premises after the reservation fee has been paid. The agent will retain for the landlord the full deposit amount.</li><li>9. During the reservation period no fee will be taken from any other applicant nor will the premises be reserved in another's favour.</li></ol> <p><small><b>NOTICE:</b> Section 42A of the Property, Stock and Business Agents Act 1941 provides that an application to review a statement of claim or itemised account may be made to the Real Estate Services Council within 28 days after the statement of claim or itemised account is served on you.</small></p>
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<b>Signature:</b>	<b>Date:</b>
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## TRA DISCLOSURE

I understand this agent is a member of Trading Reference Australia (TRA) and may conduct a reference check with that organisation. I authorise Trading Reference Australia to collect and store my details and to provide any information currently listed to others (below). I authorise this agent to provide any information about me to TRA for the purpose of that check. I acknowledge that if I am currently listed as a defaulter with TRA, this agency/landlord has the authority to reject my application. I understand that I am under no obligation to sign this consent form, but that a failure to do so may result in my application being refused.

Furthermore I authorise the agent to contact my employers past and present to confirm my employment history and my current / previous Landlord / Agency to verify details of my tenancy. I also authorise the agent to contact my personal referees to establish my identification, location and reputation and concede that those referees have given permission for me to use them. I recognize that my photo id may be scanned onto TRA for absolute identification.

I acknowledge that if I default on my tenancy obligations in future, I may be listed as a defaulter with TRA, until such time as the problem giving rise to the listing is resolved to the satisfaction of the agent/landlord, and I hereby authorise this agent to provide information about me to TRA in connection with that listing. I acknowledge that in the event of a listing on the TRA database, that information may be available to other institutions for the purpose of locating me and I hereby consent to such a use and disclosure of that information for that purpose.

I acknowledge that if I am currently listed as a tenancy defaulter with TRA, that I may contact the listing Agent/s for settlement and/or negotiation. Should such settlement and/or negotiation change the details of me as a listed defaulter, it is understood that it is the real estate agent's responsibility is to amend the TRA listing. I also recognise that my photo id and this signed Disclosure may be scanned onto TRA for absolute identification. I, acknowledge that information provided to TRA by these authorities given by me may be made available to:

a) Real Estate Agents, Landlords, Housing NSW, Compass Housing, to assist them in evaluating applications. b) Real Estate Agents, Landlords, Banks, Utility companies, Commercial Agents, organisations or any other institutions and other persons for the purpose of locating me for any lawful purpose and I hereby consent to such a use and disclosure of that information for that reason. Should this real estate agent transfer its agency business to another person, I consent to the new agent (and any further person to whom that business may be transferred) taking any step which the former agent could have taken.

Trading Reference Australia may be contacted at the address below during business hours 9-5 Monday to Friday regarding any records kept concerning you. However, we do not give information out over the phone regarding whether an individual is listed unless we are presented with a signed Personal Disclosure provided by TRA under the heading Tenants on our site. An Urgent confirmation of your records can be done immediately by credit card payment using the secure section on our web page.



**REAL ESTATE AGENCY SECTION - Requirements:**

I declare I have inspected the property and am willing to accept it in its current state. I hereby offer to rent the property from the owner under lease to be prepared by the Agent. Should this application be accepted by the Landlord I agree to enter into a Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010. I acknowledge that this application is subject to the approval of the Landlord/Owner. I declare that all information contained in this application (including the front page) is true and correct and given of my own free will. I am aware that the availability of telephone lines, internet services, digital or cable television and the adequacy of such services are the sole responsibility of the tenant(s) and the tenants should make their own enquiries as to the availability and adequacy of such services. The landlord or agent do 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(s) and the tenant(s) must rely upon their own enquiry.

**RESIDENTIAL TENANCIES ACT 2010 NO 42: Part 3 Division 1 Section 24 Holding fees**

- (1) A person must not require or receive from a tenant a holding fee unless: (a) the tenant's application for tenancy of the residential premises has been approved by the landlord, and (b) the fee does not exceed 1 week's rent of the residential premises (based on the rent under the proposed residential tenancy agreement). Note. A tenant is defined in this Act as including a prospective tenant.
- (2) A person who receives a holding fee must give the tenant a written receipt setting out the following: (a) the amount paid and the date on which it was paid, (b) the address of the residential premises, (c) the names of the landlord and the tenant.
- (3) If a tenant 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.
- (4) 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.
- (5) Despite subsection (4), 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 landlord's agent.
- (6) If a residential tenancy agreement is entered into after payment of a holding fee, the fee must be paid towards rent.

**"I state that I have read the two pages of the TRA Disclosure, agree and understand the terms, including the Agency Requirements section and the piece titled "Residential Tenancies Act 2010 No 42"**



Print Name .....

Signature .....Date.....

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