

Residential Application Form

For your application to be processed you must answer all questions
(Including the reverse side)

A. AGENT DETAILS

Laing+Simmons Potts Point

Address: 145 Victoria Street, Potts Point NSW 2011

Phone: (02) 9356 3655

Fax: (02) 9357 1889

Email: info@lsp.com.au

Web: www.lsp.com.au

B. PROPERTY DETAILS

PLEASE CONFIRM YOU HAVE INSPECTED THE PROPERTY

1. What is the address of the property you would like to rent?

Postcode

2. Lease commencement date?

Day	Month	Year
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3. Lease term?

Years	Months	Weekly Rent
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4. How many tenants will occupy the property?

Adults	Children	Ages of Children
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C. PERSONAL DETAILS

5. Please give us your details

Mr Ms Miss Mrs Other

Surname	Given Name/s
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Date of Birth

Driver's licence number

Driver's licence expiry date

Driver's licence state

Passport no.

Passport country

Pension no. (if applicable)

Pension type (if applicable)

Smoker

Non Smoker

6. Please provide your contact details

Home phone no.

Mobile phone no.

Work phone no.

Fax no.

Email address

7. What is your current address?

Postcode

8. How did you find out about this property?

D. UTILITY CONNECTIONS

This is a FREE service that connects all your utilities and other services.

Direct Connect can help arrange for the connection or provision of the following utilities and other services:

Electricity	Cleaners
Gas	Insurance
Phone	Removalist
Internet	Truck or van hire
Pay TV	



Please tick this box if you would like Direct Connect to contact you in relation to any of the above utilities and other services.



We guarantee that when you connect with one of our market leading electricity and gas suppliers, your services will be connected on the day you move in. Please refer to Direct Connect's Terms & Conditions for further information.

Once Direct Connect has received this application Direct Connect will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this application to confirm your information and explain the details of the services offered. Direct Connect is a one stop connection service. Direct Connect's services are free. However, the relevant service providers may charge you a standard connection fee as well as ongoing service charges.

DECLARATION AND EXECUTION: By signing this application, you:

1. Acknowledge and accept Direct Connect's Terms and Conditions (which are included with this application).
2. Invite Direct Connect to contact you by any means (including by telephone or SMS even if the Customer's telephone number is on the Do Not Call Register) in order to provide Direct Connect's services to you, to enter into negotiations with you relating to the supply of relevant services as an agent for the service providers, and to market or promote any of the services listed above. This consent will continue for a period of 1 year from the date the Customer enters into the Agreement
3. Consent to Direct Connect using the information provided by you in this application to arrange for the nominated services, including by providing that information to service providers for this purpose. Where service providers are engaged by you, they may use this information to connect, supply and charge you for their services.
4. Authorise Direct Connect to obtain the National Metering Identifier and / or the Meter Installation Reference Number for the premises you are moving to.
5. Agree that, except to the extent provided in the Terms and Conditions, Direct Connect has no responsibility to you for the connection or supply (or the failure to connect or supply) any of the services.
6. Acknowledge that Direct Connect may receive a fee from service providers, part of which may be paid to the real estate agent or to another person, and that you are not entitled to any part of any such fee.

By signing this application form, I warrant that I am authorised to make this application and to provide the invitations, consents, acknowledgements, authorisations and other undertakings set out in this application on behalf of all applicants listed on this application.

Signature Date

PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: 1300 664 185. www.directconnect.com.au

E. DECLARATION

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancy Agreement.

I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal information from:

- (a) The owner or the Agent of my current or previous residence;
- (b) My personal referees and employer/s;
- (c) Any record listing or database of defaults by tenants such as NTD, TICA or TRA for the purpose of checking your tenancy history;

I am aware that I may access my personal information by contacting -

- NTD: 1300 563 826
- TICA: 1902 220 346
- TRA: (02) 9363 9244

If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future.

I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents
- (c) allow tradespeople or equivalent organisations to contact me
- (d) lodge/claim/transfer to/from a Bond Authority
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
- (f) refer to collection agents/lawyers (where applicable)
- (g) complete a credit check with NTD (National Tenancies Database)

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises.

Signature Date

F. APPLICANT HISTORY

9. How long have you lived at your current address?

Years Months

10. Why are you leaving this address?

11. Landlord/Agent details of this property (if applicable)

Name of landlord or agent

Landlord/agent's phone no.

Weekly Rent Paid

\$

12. What was your previous residential address?

Postcode

13. How long did you live at this address?

Years Months

14. Landlord/Agent details of this property (if applicable)

Name of landlord or agent

Landlord/agent's phone no.

Weekly Rent Paid

\$

Was bond refunded in full?

If not why not?

G. EMPLOYMENT HISTORY

15. Please provide your employment details

What is your occupation?

What is the nature of your employment?
(FULL TIME/PART TIME/CASUAL)

Employer's name (inc. accountant if self-employed or institution if student)

Employer's address

Postcode

Contact name

Phone no.

Length of employment

Years Months

Net Income

\$

16. Please provide your previous employment details

Occupation?

Employer's name

Contact name

Phone no.

Length of employment

Years Months

Net Income

\$

H. CONTACTS / REFERENCES

17. Please provide a contact in case of emergency

Surname

Given name/s

Relationship to you

Phone no.

18. Please provide 2 personal references (not related to you)

1. Surname

Given name/s

Relationship to you

Phone no.

2. Surname

Given name/s

Relationship to you

Phone no.

I. OTHER INFORMATION

19. Car Registration

20. Please provide details of any pets

Breed/type

Council registration / number

1.

2.

J. PAYMENT DETAILS

Property Rental

\$ per week

First payment of rent in advance

\$

Rental Bond (4 weeks rent):

\$

Sub Total

\$

Less: Holding fee (see below)

\$

Amount payable on signing tenancy agreement (bank cheque or money order only)

\$

K. HOLDING FEE

The holding fee can only be accepted after the application for tenancy is approved.

The holding fee (not exceeding 1 week's rent) of keeps the premises off the market for the prospective tenant for 7 days (or longer by agreement).

In consideration of the above holding fee paid by the prospective tenant, the landlord's agent acknowledges that:

(i) The application for tenancy has been approved by the landlord; and
(ii) The premises will not be let during the above period, pending the making of a residential tenancy agreement;
and

(iii) If the prospective tenant(s) decide not to enter into such an agreement, the landlord may retain the whole fee;
and

(iv) If a residential tenancy agreement is entered into, the holding fee is to be paid towards rent for the residential premises concerned.

(v) The whole of the fee will be refunded to the prospective tenant if:

(a) the entering into of the residential tenancy agreement is conditional on the landlord carrying out repairs or other work and the landlord does not carry out the repairs or other work during the specified period

(b) the landlord/landlord's agent have failed to disclose a material fact(s) or made misrepresentation(s) before entering into the residential tenancy agreement.

Signature of Landlords agent

Date

Signature of Applicant

Date

APPLICATION FORM

FOR YOUR APPLICATION TO BE PROCESSED
ALL SECTIONS AND PAGES MUST BE COMPLETED



M. PAYING RENT

Rent can be paid to our office by using money order, personal cheque, bank cheque or E-Pay (Internet, phone or automated direct debit)

N. CONFIRMATION

I the applicant confirm the following:

- 1. During my inspection of the property I found it to be in a reasonably clean condition
- 2. If "No", I believe the following items should be attended to prior to the commencement of my tenancy. I acknowledge that these requests are subject to the landlord's approval.

- 3. I acknowledge that this is an application to rent this property and that my application is subject to the landlords approval. I am aware the landlord will receive a copy of the information contained within this application.
- 4. I confirm having received a copy of the application for my retention
- 5. I consent to the information provided in this application being verified and a reference check on the National Tenancy Database (NTD) and Tenancy Reference Australia (TRA) being undertaken.
- 6. I declare that I am not bankrupt
- 7. This agency does not accept bond transfers or nor do we transfer bond details.
- 8. If successful I undertake to pay the rental bond, first rent payment in advance and lease preparation fee by way of bank cheque or money order to "Laing + Simmons Potts Point Trust Account" upon signing the Residential Tenancy Agreement.
- 9. I will provide 100 points of ID using the following proof of identification.

40 POINTS	30 POINTS	20 POINTS	10 POINTS
Drivers Licence	Birth Certificate	Medicare Card	Motor Vehicle Registration Cert.
Passport	Other photo identification	Credit Card	Bank Statement
		Current wage advice	Telephone Account
		Previous Tenancy Reference	Electricity Account
		Previous 2 rent receipts	Gas Account

Privacy Statement

The personal information you provide in this application or collected by us from other sources is necessary for us to verify your identity, to process and evaluate your application and to manage the tenancy. Personal information collected about you in this application and during the course of the tenancy, if your application is successful, may be disclosed for the purpose for which it was collected to other parties including the landlord, referees, other agents and third party operators of tenancy reference databases.

Information already held on these databases may also be disclosed to us and the landlord. If you enter into a Residential Tenancy Agreement, and you fail to comply with your obligations under that agreement that fact and other relevant personal information collected during the course of your tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and other agents. If you would like to access the personal information we hold about you, you may contact your property manager. You can also correct this information if it is inaccurate, incomplete or out of date. If the information required from you is not provided by you, we may not be able to process your application and manager your tenancy.

Applicant signature

Date

TRA DISCLOSURE

I understand this agent is a member of Trading Reference Australia Pty. Ltd. (TRA) and may conduct a reference check with that organisation on myself and the company whose name appears on the lease. I authorise this Agent to provide any information about me or the company to TRA / Landlord for the purpose of the check and I acknowledge that such information may be kept and recorded by TRA.

I, the tenant, do acknowledge that information provided to TRA and / or the agent by these authorities given by me may be available to: a) Real Estate Agents, Landlords, Trades Persons, Emergency Contacts, Housing NSW, Compass Housing, Video Stores, Dentists to assist them in evaluating applications, for the purpose of managing the property and requirement of the tenant/s during their tenure with this agency and b) Real Estate Agents, Landlords, Dentists, Video stores, Banks, Utility companies, Commercial Agents, organizations, or any other members for verifying my identity for the reason of locating me, and for any lawful purpose. I hereby consent to such use and disclosure of that information for those reasons.

I realise that if a search is performed on the TRA database and my identification and the company whose name appears on the lease with the label "Refer to Agent" beside my name and the company name, the agency who conducted the search as a matter of procedure will call the listing agency to exchange information and establish why my name and the company's details have been entered on the register and in turn provide my contact details to the listing agency for the purpose of resolution and the removal of my name and the company details from the database. The agency that searched will then inform me of the listing / listings, the listing agency name and contact details giving me right of reply. I accept that if I and the company whose name appears on the lease are 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 failure to do so may result in my application being refused. I acknowledge that if I default on my tenancy / rental obligations in future, which means in breach of my contract / lease agreement for residential or commercial property and / or in accordance with the current legislation, I and the company whose name appears on the lease may be listed with TRA, until such time as the problem giving rise to the listing is resolved to the satisfaction of the Agent / Landlord or in accord with the new regulations. The same applies to me if I am a Commercial Tenant and or Holiday Tenant and in breach of my contract whatever the stipulations are within that contract with the said agency. I hereby authorise this agent to provide information about me to TRA and my default to TRA in connection with that listing.

I will not hold TRA accountable for the inaccurate keying in of information by TRA members therefore delivering an incorrect search as I understand mistakes can be made within this process due to human error. It is also understood that technical failure can cause errors and I do not hold TRA or the Agent responsible for same. I understand that if the said eventuates I may question the source and understand this will be thoroughly investigated and corrected immediately.

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 also recognize that my photo id may be scanned onto TRA for absolute identification.

TRA adheres strictly to requirements of the Privacy Laws. TRA does not use the information supplied by the tenant for TRA's own advertising or marketing purposes. It should be noted that the personal information you provide on your tApp application will be available to and retained by the Real Estate Agent to whom you submit that information and the real estate agent will use this Information for purposes related to the conduct of their own business which may include use by the real estate agent and/or further disclosure by the real estate agent for marketing purposes Should this 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. (If more than one applicant, "I" means "We" in this form).

DISCLOSURE

AGENCY 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

Current version for 3 January 2014 to date (accessed 27 February 2014 at 17:30)

Part 3 Division 1 Section 24

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.

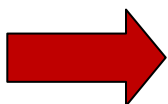
(4) A holding fee may be retained by the landlord only if the tenant enters into the residential tenancy agreement or refuses to enter into the residential tenancy agreement.

(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"

Print Name of Tenant



Signature of Tenant.....Date.....

Trading Reference Australia may be contacted during business hours 9-5 Monday to Friday regarding any records kept concerning you. To validate and correct inaccurate information we require a signed Personal Disclosure form and photo id. An urgent confirmation of your records can be done immediately by credit card payment using the secure section on our web page. Copyright Trading Reference Australia ©