

# 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
				\$

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

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

DISCLOSURE



**REAL ESTATE AGENT REQUIREMENTS, NSW ONLY:**

I declare I have inspected/will inspect 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.

It should be noted that the personal information provided 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.

**ELECTRONIC TRANSACTION LEGISLATION AMENDMENT (GOVERNMENT TRANSACTIONS) BILL 2017**

I understand that the email address supplied at time of application is and will be used for notices being sent relative to Section 197 Manner of giving notice section 197 on page 3 of the Electronic Transactions Legislation Amendment (Government Transactions) Bill 2017 (view here: <https://www.legislation.nsw.gov.au/bills/32b1181b-99d7-4d9e-b277-d7780377525c>)

See the relevant text from the document:

“(1) Any notice required to be given to a person under this Act may be given: (a) personally, or by post, or (b) by email to an email address specified by the person for the service of documents of that kind, or (c) by any other method authorised by the regulations for the service of documents of that kind.”

**“I state that I have read and agree and understand the terms including Real Estate Agent Requirements, NSW Only the paragraphs titled “Residential Tenancies Act 2010 No 42 Part 3 Division 1 Section 24 Holding Fees and Electronic Transaction Legislation Amendment (Government Transactions) Bill”**



Print Name .....  
Signature .....Date.....

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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.

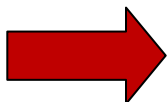
(4) A holding fee may be retained by the landlord only if the tenant enters into the residential tenancy agreement or refuses to enter into the residential tenancy agreement.

(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 ©