

# Tenancy Application Form



**Laing+Simmons**  
*Beyond the expected*

## PROPERTY DETAILS

Address of Property:

Lease commencement date:

Lease Term:

Rent per week:

No. occupying the property:

Ages of children to occupy the property:

## APPLICANT DETAILS

Given Name(s):

Surname:

Date of Birth:

Current Address:

Home Phone:

Work Phone:

Mobile:

Fax:

Email:

Drivers Licence No:

Drivers Licence State:

Car Rego No:

Passport No:

Passport Country:

Do you have any pets: Yes / No

Details of Pets:

## NEXT OF KIN

Given Name(s):

Surname:

Relationship:

Address:

Phone:

Mobile:

Email:

## CURRENT TENANCY DETAILS

Length of time at current address:

Rent Paid:

Reason for leaving:

Name of Landlord / Agent:

Phone:

## PREVIOUS RENTAL HISTORY

Previous Address:

Length of time at above address:

Rent Paid:

Name of Landlord / Agent:

Phone:

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## CURRENT EMPLOYMENT

Occupation:	Current Employer:
Employers Address:	
Contact Name (pay roll / manager):	Contact Number:
Length of Employment:	Net Income:

## PREVIOUS EMPLOYMENT

Occupation:	Current Employer:
Employers Address:	
Contact Name (pay roll / manager):	Contact Number:
Length of Employment:	Net Income:

## REFEREES

Referee Name:	Relationship:
Phone:	Mobile:
Referee Name:	Relationship:
Phone:	Mobile:

## 100 POINT CHECK

Laing + Simmons Milsons Point/North Sydney also requires each Applicant to provide a 100 points of identification before they will assess your application. This usually includes 100 points of identification from the list below, including at least one form of photo identification\* such as a drivers licence, passport or proof of age.

POINTS	SPECIFIC ITEMS
50 POINTS	Primary/Photo ID (Drivers Licence / Passport / Keypass / Proof Of Age)
30 POINTS	Secondary ID (Birth Certificate / Student Card / Medicare Card / Health Care Card / Vehicle Registration/Pension Card)
30 POINTS	Rental History/Proof of address (Rental Receipts / Signed Lease / Utility Bill / Bank Statements / Rental Reference)
20 POINTS	Employment/Proof of income (Payslips / Letter of Employment / Employment Reference)

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## 1. Tenancy Privacy Statement / Collection Notice

Due to the recent changes in the Privacy laws from December 21, 2001, Laing + Simmons Milsons Point/North Sydney (hereafter referred to as 'the Agent') must ensure that you (the applicant) fully understand the National Privacy Principles and the manner in which they must use your personal information in order to carry out their role as professional property managers.

The information, personal or otherwise, provided by the prospective tenant in this application or that which is collected from other sources is necessary for the Agent to assess the risk in providing you with the tenancy, to identify the applicants identity and to process, evaluate and manage the tenancy.

The personal information collected about you (the applicant) in this application may be disclosed, by use of the internet or otherwise, to other parties, including;

- The Landlord
- Referees
- Rental Bond Authorities
- Collection Agents
- Trades People
- Solicitors
- National Tenancy Database Pty. Ltd (ABN 65 079 105 025) (NTD), TICA, TRA
- Financial Institutions
- Parties engaged to evaluate the property
- Other Real Estate Agents
- Other Landlords
- Government and Statutory bodies
- Both existing and potential clients of the Agent
- Bodies Corporate
- Other Third Parties as required by law

Information already held on tenancy databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of your State and to TRA, NTD or TICA for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you (the applicant) agree to its use, unless you advise the Agent differently. The privacy policy of your State's Real Estate Institute can be viewed by logging on to [www.reiaustralia.com.au](http://www.reiaustralia.com.au) and selecting your State.

The privacy policy of NTD can be viewed by logging on to [www.ntd.net.au](http://www.ntd.net.au).

The privacy policy of TRA can be viewed by logging on to [www.tenantreference.com.au](http://www.tenantreference.com.au). The privacy policy of TICA can be viewed by logging [on to www.tica.com.au](http://www.tica.com.au).

The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as allowed under the Privacy Act.

If you (the applicant) would like to access this information you can do so by contacting the Agent at the address and contact numbers for the property you are interested in renting. You (the applicant) can also correct this information if it is inaccurate, incomplete or out of date.

If your personal information is not provided to the Agent and you (the applicant) do not consent to the use of this information as specified above, the Agent cannot carry out their duties and may not be able to provide you with the lease/tenancy of the premises.

If the applicant pays a holding fee, the landlord's agent makes the following undertakings:

1. A Holding Fee will only be accepted once an application has been approved by the landlord.
2. The premises will not be let during the Holding Period, pending the preparation of a Residential Tenancy Agreement.
3. That during this period, the premises will not be reserved for any other applicant, nor will a Holding Fee be received from any other applicant.

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4. If the Applicant decides not to enter into a Residential Tenancy Agreement, and the premises are not let or otherwise occupied during the Holding Period, the landlord will retain the entire fee representing the rent that would have been paid during the Holding Period (based upon the proposed rent).
5. If a Residential Tenancy Agreement is entered into, the fee is to be allocated towards rent for the premises.
6. That the holding fee will be banked into a trust account and any refund given will be by way of a trust account cheque.
7. If the property is currently occupied at the time of taking this holding fee, no tenancy agreement will be entered into until such time as the property is vacant and the applicant has formally been approved by the landlord or the landlords agent.

The agent in question acting for the landlord of the premises, acknowledges receipt of the application and the accompanying holding fee and agrees;

1. To reserve the premises for the period and in accordance with the conditions stated above
2. If the applicant has been approved, to prepare a Residential Tenancy Agreement for the premises.

## **2. Tenant Declaration**

I acknowledge that this is an application to lease the property for which I am applying and that my application is subject to the owner's approval and the availability of the premises on the due date. No action will be taken against the landlord or agent should the premises not be ready for occupation on the due date or if my application is unsuccessful.

I acknowledge that the processing period for my application could be up to 2 working days and in some circumstances longer. Unless contacted earlier by staff from the real estate agent in question, I will expect this time frame.

I acknowledge that the landlord and landlords agent will rely on the truth of my answers in assessing the application for tenancy

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent pursuant to the Residential Tenancies Act 2010.

I acknowledge that I will be required to pay rent and a rental bond subject to the conditions of the Agent.

I acknowledge that an inquiry, independent or otherwise, may be made on all applicants applying for this property, to verify the validity of the personal details that have been supplied and to check my credit worthiness. If I default under a rental agreement, the Agent may disclose details of any such default to any person whom the Agent reasonably considers has an interest receiving such information.

I declare that all information contained in this application is true and correct and given of my own free will.

I declare that I have inspected the premises and am satisfied with the current condition and cleanliness of the property. I further acknowledge that I have chosen of my own free will to send my application to the agent/landlord/property manager listed in this application and their associated principals, agents and employees.

I acknowledge that this application is subject to the approval of the Landlord.

I acknowledge that I have Read, Understood and Agree with the Tenancy Privacy Statement / Collection Notice and Tenant Privacy Statement / Collection Notice and Tenant Declaration.

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**Tenant Name**

**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 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 previous Landlord / Agency to verify details of my tenancy. I also authorise the agent to contact two personal referees to establish my identification / location 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, 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 the reason of locating me for any lawful purpose and I hereby consent to such use and disclosure of that information for that reason. 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). **"I have read and I understand the above information"**

Print Name of Tenant .....



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

Print Name of Tenant .....



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

TRA adheres strictly to requirements of the Privacy Laws and therefore does not use the information supplied by the tenant for advertising purposes. Trading Reference Australia may be contacted at the above address 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.

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