

## APPLICATION TO RENT RESIDENTIAL PREMISES

Item	<u>Item Schedule</u>
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### 1. TENANCY DETAILS

Address: .....

Lease Commencement Date: ..... / ..... / ..... Lease Term: ..... weeks / fortnights / months / years

Rent: ..... per week / fortnight / month Bond: .....

### 2. RENTAL PROVIDER / RENTAL PROVIDER'S AGENT

Name: **Costello Rural Pty Ltd T/as Costello Rural**

Address: **64 Hanson Street, Corryong VIC 3707**

ABN: **22 634 293 002** Phone: **( 02 ) 6076 2054** Mobile: **0438 127 557**

Email: **rentals@costellorural.com.au**

### 3. OCCUPANTS *Note: all Occupants who are applying to be renters must complete an Applicant Details Sheet.*

Number of Adults: ..... Number of Children: ..... Number of Smokers: .....

Full name/s of persons residing on the Premises:

1. .... 3. ....

2. .... 4. ....

### 4. UTILITY CONNECTION

*Note: If there is a Nominated Utility Provider the Rental Provider's Agent will, if requested, arrange connection to that provider.*

Nominated Utility provider: **North East Water**

☒ Yes - please contact me to arrange connection to the Nominated Utility Provider.

### 5. PETS *(subject to Rental Providers approval)*

Pets: ☐ Yes ☐ No

Type/Breed: ..... Number: .....

Type/Breed: ..... Number: .....

Note: Where pets are approved Special Conditions will apply.

### 6. USE OF PREMISES *(special terms may apply)*

Will the Premises be used other than as a place of residence: ☐ Yes ☐ No

### 7. RESIDENTIAL TENANCY DATABASES

*See Clause 4.5*

The Rental Provider/Rental Provider's Agent gives notice to the Applicant it may use the following Residential Tenancy Databases for checking the Applicant's rental history in assessing your Application.

(1) Database Operator Name: **National Tenancy Database**

Phone: **13 83 32** Email: **: <https://www.tenancydatabase.com.au/>**

(2) Database Operator Name: .....

Phone: ..... Email: .....

### 8. ADDITIONAL CONDITIONS

### 9. MONIES PAYABLE ON SIGNING THE RENTAL AGREEMENT

*Note: Unless the rent is greater than \$900 per week, the maximum bond is one month's rent.*

Rent in advance ( ..... weeks / months rent): .....

Rental Bond: ..... (being ..... weeks / months rent)

**Total due on signing of rental agreement: ..... \$0.00**

## Terms of Application

### 1. Definitions

In this Application to Rent the following terms mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

### 2. Applicant's Warranty

The Applicant/s warrant/s:

- (1) the details provided on their Applicant Details Sheet are true and correct; and
- (2) no Applicant is bankrupt or insolvent.

### 3. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) to having inspected the Premises in Item 1 and accept its condition;
- (2) on acceptance of this Application to Rent by the Rental Provider being notified to the Applicant/s, verbally or in writing, the Applicant/s will rent the Premises from the Rental Provider on the basic terms and conditions in accordance with this Application and the terms and conditions of a Rental Agreement prepared at the direction of the Rental Provider;
- (3) the Applicant/s will forthwith upon receipt of same, sign the Rental Agreement;
- (4) upon the signing of the Rental Agreement, to pay the amount in Item 9 by a method acceptable to the Rental Provider/Rental Provider's Agent. Such payments to be cleared funds prior to occupancy;
- (5) this Application to Rent, unless accepted, creates no contractual or legal obligations between the parties;
- (6) that the Rental Provider/Rental Provider's Agent are not required to give an explanation to Applicant/s for any Application not being approved; and
- (7) as renter it must satisfy itself as to the provision of any electronic communication services to the Premises (for example telephone, internet, television - analogue, digital or cable) and the adequacy of existing electrical fittings with respect to the use of such services. The Rental Provider gives no warranty in respect to the provision or adequacy of such services or electrical fittings to the Premises.

### 4. Privacy

- 4.1 The Rental Provider's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 4.2 The Privacy Policy outlines how the Rental Provider's Agent collects and uses Personal Information provided by you as the Applicant/s, or obtained by other means, to assess your Application to Rent and provide the services required by you or on your behalf.
- 4.3 You as Applicant/s agree, to further assess your Application, the Rental Provider's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
  - (1) the Rental Provider as Owner of the Premises to which this Application to Rent applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
  - (2) (subject to the provisions of Part 10A of the *Residential Tenancies Act 1997*) residential tenancy databases for the purpose of confirming details in your Application to Rent and enabling a proper assessment of the risk in providing you with the lease; and/or
  - (3) tradespeople and similar contractors engaged by the Rental Provider/Rental Provider's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or

- (4) previous managing agents or rental providers and nominated referees to confirm information provided by you; and/or
- (5) the Rental Provider's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Rental Provider's Agent relating to the administration of the Premises and use of the Rental Provider's Agent's services; and/or
- (6) a utility connection provider where you request the Rental Provider's Agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

4.4 Documents or copies of documents provided to establish the identity of the Applicant/s or persons entitled to deal on behalf of the Applicant/s, will be retained by the Rental Provider's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

4.5 Without provision of certain information the Rental Provider's Agent may not be able to act effectively or at all on the Rental Provider's behalf as a result of which your Application may not be acceptable to the Rental Provider.

4.6 The Applicant/s have the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

4.7 If this Application is not accepted by the Rental Provider/Rental Provider's Agent or is withdrawn by the Applicant/s, all information contained in this Application and the copy of any rental agreement remains confidential. This does not prevent any party making a disclosure required by law and does not include information normally in the public domain.

4.8 The Rental Provider's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

### 5. Data Collection

Upon signing this Application the parties agree the Rental Provider's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Application and any subsequent rental agreement.

### 6. Provision of Documents

The parties agree and confirm any documents in relation to this Application may be forwarded electronically to the party at an appropriate electronic address as stated in this Application and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

### 7. Application to Rent

7.1 This Application, consists of:

- (1) Item Schedule - Application to Rent Residential Premises;
- (2) Terms of Application;
- (3) Statement of Information for Rental Applicants (Form 3);
- (4) an Applicant Details Sheet completed by each Applicant; and
- (5) any other annexure and/or special conditions as provided by the Rental Provider's Agent.

7.2 Each Applicant must read and initial every page as acceptance of the information provided.

7.3 For the purpose of service of notice, service on any one Applicant shall be deemed to be served on all Applicants.

## FORM 3

# STATEMENT OF INFORMATION FOR RENTAL APPLICANTS

*Residential Tenancies Act 1997 (Section 29C)*  
*Residential Tenancies Regulations 2021 (Regulation 14)*

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or discriminate against you during your tenancy on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market-
  - age;
  - disability (including physical, sensory, intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.
3. These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a rental property, occupying a rental property or leaving a rental property.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. **Scenarios and examples of unlawful discrimination in applying for a property**
  - Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.
  - Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability or because of your race.
  - Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.
  - Refusing to provide accommodation because you have an assistance dog.
7. **Scenarios and examples of unlawful discrimination when occupying or leaving a property**
  - Refusing to agree to you assigning your lease to someone else because of that person's personal attributes.
  - Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.
  - Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).
  - Issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

### Getting help

8. If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act. VCAT may be contacted online at [vcat.vic.gov.au/](http://vcat.vic.gov.au/) or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf may make a complaint to VEOHRC at [humanrightscommission.vic.gov.au/](http://humanrightscommission.vic.gov.au/) or by calling 1300 292 153.

# APPLICANT DETAILS SHEET

(to be completed by each Applicant)

## Item Item Schedule

### 1. APPLICANT'S DETAILS *(if more than one, attach an Applicant Details Sheet for each additional Applicant)*

Name: .....  
Phone (H): ..... Phone (W): ..... Mobile: ..... Date of Birth: ..... / ..... / .....  
Email: ..... Vehicle Rego No.: .....

#### 1.1 Current Address:

Period of Occupancy: ..... Situation: **Renting / Owned / Other** Other Situation: .....  
Rental Provider/Agent Details *(if applicable)* Name: .....  
Email: ..... Phone: .....  
Rent: ..... Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: .....

#### 1.2 Previous Address *(if applicable)*:

Period of Occupancy: ..... Situation: **Renting / Owned / Other** Other Situation: .....  
Rental Provider/Agent Details *(if applicable)* Name: .....  
Email: ..... Phone: .....  
Rent: ..... Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: .....

1.3 Have you ever been evicted from a premises? ☐ Yes ☐ No

Are you currently in debt to any rental provider/agent? ☐ Yes ☐ No

### 2. APPLICANT'S EMPLOYMENT *Note: If self employed please provide a statement of income from your accountant / tax returns*

#### 2.1 Current Occupation:

Employment Type: ..... Duration: ..... Weekly Income: .....  
Employer/Business Name and ACN/Centrelink Details: .....  
Address: ..... Contact: ..... Phone: .....

#### 2.2 Previous Occupation:

Employment Type: ..... Duration: ..... Weekly Income: .....  
Employer/Business Name and ACN/Centrelink Details: .....  
Address: ..... Contact: ..... Phone: .....

### 3. REFEREES *(All Referees should not be related to you)*

**Business Referee:** ..... Phone: ..... Relationship: .....  
**Personal Referee:** ..... Phone: ..... Relationship: .....

### 4. EMERGENCY CONTACT *Note: Required for matters of urgency where normal contact methods have failed.*

Name: ..... Phone: .....  
Address: ..... Mobile: .....

### 5. SIGNATURE

By signing below the Applicant confirms:

- (1) the Applicant consents to the Rental Provider's Agent making enquiries (in accordance with the Privacy Statement on the Application to Rent) to verify the information provided herein.
- (2) the Applicant has read the Application to Rent to which this Applicant Details Sheet is attached and agrees to be bound by the terms of such Application.
- (3) the Applicant has completed and attached the 100 Points of Identification Checklist.

**Applicant's Signature:** .....

**Date:** .....

..... / ..... / .....