

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 including my wage, my current / previous Landlord / Agency to verify details of my tenancy and if I am Self Employed, my accountant to verify my being able to cover the rent for the property and my authenticity. 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



SignatureDate.....

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