

HOW TO COMPLETE YOUR RESIDENTIAL TENANCY APPLICATION

FOR KYOGLE REAL ESTATE TO QUICKLY PROCESS YOUR APPLICATION, PLEASE:

- Read the form fully before you start.
- Complete the application form & sign where required.
- **Supply photocopies** of the following:
 - PHOTOGRAPH IDENTIFICATION (eg Drivers Licence or Passport)
 - CURRENT INCOME STATEMENT
 - PROOF OF CURRENT RESIDENTIAL ADDRESS (utility accounts)
 - CURRENT BANK STATEMENT
- Photocopies of the additional documents can be supplied to support your application:
 - LAST 4 RENT RECEIPTS
 - CURRENT MOTOR VEHICLE REGISTRATION PAPERS
 - REFERENCES FROM PREVIOUS LANDLORD &/ OR AGENT
 - BIRTH CERTIFICATE
 - WRITTEN CHARACTER REFERENCES

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

WHAT HAPPENS NOW?

Once your application has been submitted with all essential information attached, it will be processed, checked & discussed with the Landlord. (Please note that this process may take up to 5 working days.)

The Landlord will accept or decline the application & is not required to provide a reason if the application is declined. Kyogle Real Estate can therefore only advise whether your application has been successful or not.

If unsuccessful, you will be advised by SMS.

Please note: Kyogle Real Estate does not accept Bond Transfers.

Kyogle Real Estate is a member of TICA DEFAULT TENANCY CONTROL SYSTEM

All applications for tenancy in this office are processed through TICA

APPLICATION FOR TENANCY

Item	Item Schedule	
1. TENANCY DETAILS		
Address:		
Lease Commencement Date: / /	Lease Term: weeks / fortnights / months / years	
Rent:	per week / fortnight / month Bond:	
Holding Fee (if applicable):	Holding Period:	
(see Clause 3)		
2. LANDLORD / AGENT		
Name: Stevan (Kyogle) Pty Ltd T/as Kyogle Real Estate	ABN: 45112229053	
Address: 90 Summerland Way	Phone: (02) 6632 1077	
Kyogle NSW 2474	Fax: (02) 6632 2477	
Email: rentals@kyoglerealestate.com	Mobile:	
3. OCCUPANTS		
Number of Adults:	Number of Dependents:	Number of Smokers:
Full name/s of adult/s and dependents to reside on the Premises:		
1.	3.	
2.	4.	
4. UTILITY CONNECTION		
Please specify requirements (if any) regarding connection/disconnection of utilities:		
5. PETS		
Pets Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Type/Breed:		Number:
Type/Breed:		Number:
6. USE OF PREMISES		
Will the Premises be used for business purposes: <input type="checkbox"/> Yes <input type="checkbox"/> No		
7. ADDITIONAL CONDITIONS		
8. MONIES PAYABLE ON SIGNING THE TENANCY AGREEMENT		
Rent in advance (weeks / months rent):	From: / /	To: / /
Rental Bond:	(being weeks rent) (not exceeding 4 weeks rent)	
Sub Total:		
Less Holding Fee (see Clause 3):	(not more than 1 weeks rent)	
Balance due on signing Tenancy Agreement:		

Terms of Application

1. Applicant's Warranty

The Applicant/s warrant/s:

- (1) that the details provided on their Applicant Details Sheet are true and correct
- (2) that they are not bankrupt or insolvent

2. Applicant/s Agrees

The Applicant/s agree/s that:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) the Applicant/s will sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (4) they understand that the Landlord/Agent is not required to give an explanation to them for any Application not approved.
- (5) on acceptance of this Application for Tenancy by the Landlord being notified to the Applicant/s, verbally or in writing, the Applicant/s will rent the Premises from the Landlord under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amounts in Item (1) by a method acceptable to the Agent. Such payments to be cleared funds prior to occupancy.
- (6) as tenant it must satisfy itself as to the provision of any electronic communication services to the Premises (internet, television - analogue, digital or cable) and the adequacy of existing electrical fittings with respect to the use of such services. The Landlord gives no warranty in respect to the provision or adequacy of such services or electrical fittings to the Premises.

3. Holding Fee (if applicable)

3.1 If a Holding Fee amount is specified in Item (1) the Applicant/s will be required to pay such fee to the Agent, upon the Applicant/s Application for Tenancy being approved by the Landlord/ Agent. Such fee, if a Tenancy Agreement is entered into after payment of a Holding Fee, will be retained by the Landlord/Agent and paid towards the first payment of Rent.

3.2 Should the Applicant/s refuse to enter into the Tenancy Agreement (except in the case of refusal due to misrepresentation or failure to disclose a material fact by the Landlord or Agent) any Holding Fee paid by the Applicant/s will be retained by the Landlord/Agent.

3.3 If the Applicant/s have paid a Holding Fee, the Landlord/Agent must not enter into a Tenancy Agreement with any other person within 7 days of payment of such fee or within such further period as may be agreed with the Applicant/s unless the Applicant/s notifies the Landlord/Agent that they no longer wish to enter into a Tenancy Agreement.

4. Privacy Statement

4.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

4.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you as the Applicant/s, or obtained by other means, to assess your application for a residential tenancy and provide the services required by you or on your behalf.

4.3 You as the Applicant/s agree, to further assess your Application, the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the Landlord as Owner of the Premises to which this Application for Tenancy applies; &/or

(2) (subject to the provisions of Division 2 of the *Residential Tenancies Act 2010*) residential tenancy databases for the purpose of confirming details in your Application and enabling a proper assessment of the risk in providing you with the lease; &/or

(3) tradespeople and similar contractors engaged by the Landlord/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or

(4) previous managing agents and nominated Referees to confirm information provided by you; &/or

(5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Agent relating to the administration of the Premises and use of the Agent's services; &/or

(6) the utility connection provider, where you have opted for such a service in Item (4), for the purpose of enabling the connection and/or disconnection of your utility services; &/or

(7) Owners Corporations.

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

4.5 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.

4.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

5. Notes to Applicant/s

5.1 The following documents form part of this Application:

- (1) Application for Tenancy (first page)
- (2) Terms of Application
- (3) Each Applicant's, Applicant Details Sheet
- (4) Any other annexure and/or special conditions as provided by the Agent.

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

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

APPLICANT DETAILS SHEET

(to be completed by each adult Applicant and unaccompanied minors)

Item

Item Schedule

1. APPLICANT'S DETAILS

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: _____
 Landlord/Agent Details (if applicable) Name: _____ 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: _____
 Landlord/Agent Details (if applicable) Name: _____ 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 Landlord/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 & ACN/Centrelink Details: _____
 Address: _____ Contact: _____ Phone: _____

2.2 Previous Occupation:

Employment Type: _____ Duration: _____ Weekly Income: _____
 Employer/Business Name & 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 to contact you as a matter of urgency and your normal contact details are not responding.

Next of Kin: _____ Phone: _____
 Address: _____ Mobile: _____
Other: _____ Phone: _____
 Address: _____ Mobile: _____

100 POINTS OF IDENTIFICATION CHECKLIST Each Applicant must produce 100 points of I.D. as marked with an asterisks (*)

Last 4 Rent Receipts	20 POINTS	<input type="checkbox"/>	Phone, Electricity, Gas or Rates Bills	15 POINTS (each)	<input type="checkbox"/>
Drivers Licence	30 POINTS	<input type="checkbox"/>	Pay Slips	15 POINTS	<input type="checkbox"/>
Photo ID	30 POINTS	<input type="checkbox"/>	Tenancy History Ledger	20 POINTS	<input type="checkbox"/>
Passport	30 POINTS	<input type="checkbox"/>	Bank/Cr Card Statements	15 POINTS (each)	<input type="checkbox"/>
Birth Certificate	30 POINTS	<input type="checkbox"/>		POINTS	<input type="checkbox"/>
Pension or Health Care Card	15 POINTS	<input type="checkbox"/>			
			TOTAL POINTS:		

- I, the Applicant, give my consent for the Agent to make enquiries (in accordance with the Privacy Statement on the Application for Tenancy Form) to verify the information I have provided herein.
- I, the Applicant, have read and agree to the information provided in the Application for Tenancy Form & agree to be bound by the Terms of Application detailed in the Application for Tenancy Form.

Applicant's Signature: _____

Landlord's/Agent's Signature: _____

/ /

/ /

DIRECT CONNECT PROVIDES A FREE SERVICE THAT TAKES THE HASSLE OUT OF MOVING.

Simply complete the form below, select the services you would like organised and return this form to your Agent. Direct Connect will then contact you to confirm your details and service request.

SERVICES WE *connect*

ELECTRICITY	GAS	INSURANCE	INTERNET	PHONE	PAY TV	REMOVALISTS	CLEANING	TRUCK HIRE

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

PERSONAL DETAILS		
Title	Given Name	
Surname	Date of Birth	
Mobile phone	Home phone	Work phone
Email Address		

ADDRESS DETAILS	
New address connection details - Address you are moving to	Connection date (if known)



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 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

Kyogle Real Estate

90 Summerland Way, Kyogle, NSW 2474

Ph: 02 6632 1077 Fax: 02 6632 2477

Web: www.kyoglerealestate.com

Email: rentals@kyoglerealestate.com