



Property Management

PRIVACY ACT ACKNOWLEDGEMENT FORM FOR TENANT APPLICANTS & OCCUPANTS.

This form provides information about how RM Property & Livestock will collect and handle your personal information, as required in accordance with Privacy Principle 1.3 of the Privacy Act, we require you to read and sign this acknowledgment. In order to process a tenancy application a tenant applicant is required under the National Privacy Principles of Privacy Act to be made aware that an organisation may access a database. In addition, a tenancy applicant is entitled to know what will happen to their information when it is passed onto an agent.

We will collect and handle all personal information about you in order to process your application for tenancy.

Primary Purpose:

Before a tenancy is accepted we collect you information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for this property. In order to assess your application we disclose your personal information to:

- *The Lessor/Owners for approval or rejection of your application*
- *Tenancy Databases to assess the risk to our clients and verify the details provided in your tenancy application.*
- *Referees to validate information supplied in your application.*
- *Other Real Estate Agents to assess the risk to our clients.*

Secondary Purpose:

During and after the tenancy we may need to disclose your personal information to:

- *Trades people to contact you for repairs and maintenance of the property.*
- *Refer to Tribunal or Courts for jurisdiction seeking orders or rewards.*
- *Refer to Debt Collection Agencies where Tribunal / Court orders have been awarded*
- *Refer to Tenancy databases to record details of your tenancy.*
- *Refer to the Lessors/Owners Insurer in the event of an insurance claim.*
- *To provide future rental references to other asset managers/owners.*

I/we agree and understand that should I fail to provide the database member with the information and acknowledgements required then RM Property & Livestock may elect not to proceed with my/our tenancy application.

Signed by the applicant.

Signature

Print Name

Date

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): 1 weeks rent Holding Period: 14 Days. (see Clause 3)

2. LANDLORD / AGENT

Name: **RM Property & Livestock** ABN: **13759207851**
 Address: **145 Bettington Street** Phone: **0400 653 446**
Merriwa NSW 2329 Fax: _____
 Email: **megan@rmproperty.net** Mobile: **0400 653 446**

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: Yes No
 Type/Breed: _____ Number: **0**
 Type/Breed: _____ Number: **0**

6. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

7. ADDITIONAL CONDITIONS

8. MONIES PAYABLE ON SIGNING THE TENANCY AGREEMENT

Rent in advance (2 weeks / months rent): _____ From: / / To: / /
 Rental Bond: _____ (being 4 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: **\$0.00** 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: **\$0.00** 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: **\$0.00**
 Employer/Business Name & ACN/Centrelink Details:
 Address: Contact: Phone:

2.2 Previous Occupation:

Employment Type: Duration: Weekly Income: **\$0.00**
 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:**