

APPLICATION FOR TENANCY

Item Item Schedule

1. TENANCY DETAILS

Address:

Lease commencement date: / / Lease term: 1 **weeks / fortnights / months / years**

Rent: **\$0.00** per **week / fortnight / month** Bond: **\$0.00**

Holding Fee (if applicable): **\$0.00** (see Clause 3)

2. LANDLORD / AGENT

Name: **CV Property Group Pty Ltd T/As CV Property Group** ABN: **64-116-236-278**

Address: **Shop 2, 1 Marys Place** Phone: **(02) 9339 9599**

Surry Hills NSW 2010 Fax: **(02) 9339 9500**

Email: **conrad@cvproperty.com.au** Mobile: **0418 225 089**

3. OCCUPANTS

Number of Adults: **0** Number of Dependents: **0** Number of Smokers: **0**

Full name/s of adult/s and unaccompanied minor/s to reside on the Premises:

1. 3.

2. 4.

4. UTILITY CONNECTION

Please specify requirements (if any) regarding connection/disconnection of utilities:

Refer to Addendum Item F1

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

Refer to Addendum Item F2

8. MONIES PAYABLE ON SIGNING THE TENANCY AGREEMENT

| | | |
|--|---------------|-------------------------------|
| Rent in advance (4 weeks rent): | \$0.00 | From: / / To: / / |
| Rental Bond: | \$0.00 | (being 4 weeks rent) |
| Sub Total: | \$0.00 | |
| Less Holding Fee (see Clause 3): | \$0.00 | (not more than 1 weeks rent) |
| Balance due on signing Tenancy Agreement: | \$0.00 | |

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.

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 Landlord's 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 collects and uses personal information provided by you as the Applicant/s to assess your application for a residential tenancy and provide services required by you or on your behalf during the tenancy.
- 4.2 You as the Applicant/s agree the Agent may subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose personal information to:
 - (1) the 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*) tenancy databases for the purposes of properly assessing the risk in providing you with the lease; &/or
 - (3) tradespeople and similar contractors engaged by the Owner/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
 - (4) nominated Referees to confirm information provided by you; &/or

- (5) the Owner'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.

- 4.3 Without provision of certain information the Agent may not be able to act effectively or at all on the Owner's behalf as a result of which your Application may not contain sufficient information to be acceptable to the Owner.
- 4.4 The Applicant/s have the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.

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 | POINTS | <input type="checkbox"/> | Phone, Electricity, Gas or Rates Bills | POINTS (each) | <input type="checkbox"/> |
| Drivers License | POINTS | <input type="checkbox"/> | Pay Slips | POINTS | <input type="checkbox"/> |
| Photo ID | POINTS | <input type="checkbox"/> | Tenancy History Ledger | POINTS | <input type="checkbox"/> |
| Passport | POINTS | <input type="checkbox"/> | Bank/Cr Card Statements | POINTS (each) | <input type="checkbox"/> |
| Birth Certificate | POINTS | <input type="checkbox"/> | | POINTS | <input type="checkbox"/> |
| Pension or Health Care Card | 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:**
 / / / /

Addendum

F1. Utility Connection - Details

Addendum

F1. Utility Connection Requirements

Your Free No Obligation Utility Connection Service

Please Tick Utilities As Required (We Will Call You to Confirm Your Details and Connection Timings)

Electricity Internet Gas Phone Pay TV
Insurance

DECLARATION AND EXECUTION: By Signing This Application, I/We:

Consent to Direct Connect Arranging for The Connection and Disconnection of The Nominated Utility Services and to Providing Information Contained In This Application to Utility Providers of This Purpose; Acknowledge Having Been Provided With Terms and Conditions of Supply of Direct Connect and Having Read and Understood Them Together With The Privacy Collection Notice Set Out Below; Declare That All The Information Contained In This Application Is True and Correct and Given of Their Own Free Will; Expressly Authorize Direct Connect to Provide Any Information Disclosed In This Application to a Supplier or Potential Supplier of The Services In Accordance With The Privacy Collection Notice and to Obtain Any Information Necessary In Relation to The Services; Expressly Authorized Direct Connect to Provide Any Information Disclosed In This Application to An Information Provider for The Purpose of That Information Provider Disclosing It to a Supplier or Potential Supplier of The Services In Accordance With The Privacy Collection Notice and to Obtain Any Information Necessary In Relation to The Services; Consent to Direct Connect Contacting Me By Telephone or By SMS In Relation to The Marketing or Promotion of All of The Services Listed Under The Heading "Utility Connections" Above Even If We/I Have Not Applied for The Connection of Those Services In This Application. This Consent Will Continue [for a Period of 1 Year From The Date of Our/My Execution of This Application/Unit [28] Days After We/I Disconnect The Last of The Services In Respect of Which This Application Is Made]; Acknowledge That This Consent Will Permit Direct Connect to Contact Us/Me Even If The Telephone Numbers Listed On This Application Form Are Listed On The Do Not Call Register; Understand That Under The Requirements of The Privacy Act 1988, Direct Connect Will Ensure That All Personal Information Obtained About Me/Us Will Be Appropriately Collected, Used, Disclosed and Transferred and Will Be Stored Safely and Protected Against Loss, Unauthorized Access, Use, Modification or Disclosure and Any Other Misuse; Authorize The Obtaining of a National Metering Identifier (NMI) for My Residential Address to Obtain Supply Details; Consent to Direct Connect Disclosing My/Our Details to Utility Providers (Including My/Our NMI and Telephone Number); Declare and Undertake to Be Solely Responsible for All Amounts Payable In Relation to The Connections And/Or Supply of The Services and Hereby Indemnify Direct Connect and Its Officers, Servants and Agents and Hold Them Indemnified Against Any Charges Whatsoever In Respect of The Services; Acknowledge That, to The Extent Permitted By Law, Direct Connect Shall Not Be Liable for Any Loss or Damage (Including Consequential Loss and Loss of Profits) to Me/Us or Any Other Person or Any Property As a Result of The Provision of The Services or Any Act or Omission By The Utility Provider or Any Loss Caused By or In Connection With Any Delay In Connection, Disconnection or Provision Of, or Failure to Connect or Disconnect or Provide, The Nominated Utilities; Acknowledge That Whilst Direct Connect Is a Free Service I/We May Be Required to Pay Standard Connection Fees or Deposits Required By Various Utility Providers; Acknowledge That The Service Will Be Provided According to The Applicable Regulations and That The Time Frames and Terms and Conditions of The Nominated Utility Providers Bind Me/Us and That After Hours Connections May Incur Additional Service Fees From Utility Providers; Acknowledge That The Real Estate Agent Listed On This Application Form May Receive a Benefit From Direct Connect In Connection With The Provision of The Service Being

Provided to Me/Us By Direct Connect; and Acknowledge That Entitlement of Direct Connect and Its Associates, Agents and Contractors, to Receive a Fee or Remuneration From The Utility Provider and That Such Fee or Remuneration Will Be Refunded to Me As a Rebate In Connection With The Provision of The Utility Connection Services.

By Signing This Application Form, I Warrant That I Am Authorized to Make This Application and to Provide The Consents, Acknowledgements, Authorizations and Other Undertakings Set Out In This Application Form On Behalf of All Applicants Listed In This Application Form.

F2. Additional Conditions

NOTICE TO PROSPECTIVE TENANT(S)

The availability of telephone lines; internet services; analogue; digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant(s) and the tenant(s) should make their own enquiries as to the availability and adequacy of such services before accepting the tenancy of the property. The landlord does not warrant that any telephone plugs; antenna sockets or other such service points located in the property are servicable, or will otherwise meet the requirements of the tenant(s), and tenant(s) must rely on their own enquiries.

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 / or 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 / or the company whose name appears on the lease with the label "Refer to Agent" beside my name and / or the company name, the agency who conducted the search and as a matter of procedure will call the listing agency to exchange information and establish why my name and / or 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 / or 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 / or 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 to the Property Stock and Business Agents Amendment (Tenant Databases) Regulation 2004. I and / or 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 also understand that my agent may list me as an excellent tenant if

my obligations during my tenure are fully compliant and are of a high standard. I will not hold TRA accountable for the inaccurate keying in of information by TRA members therefore delivering an incorrect search as I understand faults 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

Initials:

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Addendum Page 1 (in addition to 3 pages)

Addendum (continued)

those referees have given permission for me to use them. Those referees nominated have signed

the Disclosure so that their identity can be confirmed as natural persons on the identifier sections of the TRA database. It should be noted that if the referee signs this document they are in no way accountable for the behaviour of the tenant legally or financially.

I recognize that my photo id may be scanned onto TRA for absolute identification. I, the tenant, I, the referee, 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 and Landlords to assist them in evaluating applications for leases and b) Real Estate Agents, Landlords, Video stores, Banks, Utility companies, Commercial Agents, organisations or any other members for the purpose of locating me for any lawful purpose. 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"

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. However, we do not give information out over the phone regarding whether an individual is listed or not. To validate and correct inaccurate information we require a signed Personal Disclosure form. An urgent confirmation of your records can be done immediately by credit card payment using the secure section on our web page.