

# APPLICATION FOR TENANCY

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Should there be more than one applicant a separate application form should be completed for each applicant.

OFFICE USE ONLY	Agents Name	Oxbridge Group Pty Ltd		
	Address	Level 5		
		616-620 Harris Street, ULTIMO, NSW	Postcode	2007
	Phone	1300 680 690	Fax	Email

## PREMISES - Address of Premises applied for:

Suburb	State	Postcode
Car space/garage/storeroom number	Excluding:	

## APPLICANT - PERSONAL DETAILS

Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> other	Date of Birth	/	/	Gender
Given name					Last name				
Present address						Postcode			
Phone: Work					Home				
Email * (see note)					Mobile				
Vehicle registration No.					Driver's Licence No.			State of Issue	
Passport No.					Expiry Date	/	/	Country of Issue	
Bank or Building Society					Branch				
BSB	/					Account Number			
Medicare Card Number					Reference Number	Colour of Card	Expiry Date		

\* Note: By including your email address, you consent to service of any documents, including this application and any documents required to be served under or because of this application, by way of email, including but not limited to any tenancy agreement arising under this application.

## PERSONAL REFERENCES

Referee 1 - Name			
Phone: Work			Mobile
Email			
Referee 2 - Name			
Phone: Work			Mobile
Email			

## EMPLOYMENT HISTORY

Occupation of Applicant	Date commenced	/	/	/
Gross weekly wage/salary				
Employer's name				
Employer's address				Postcode
Phone: Work			Mobile	
Email				
Previous employer's name				
Previous employer's address				Postcode
Phone: Work			Mobile	
Email				
Period of employment	/	/	to	/

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**EMERGENCY CONTACT** - in case of an emergency, name of friend or relative

Name	Relationship
Address	
Postcode	
Phone: Work	Mobile
Phone: Home	Email

**TENANCY HISTORY**

Name of present Landlord / Agent	
Phone: Work	Mobile
Email	
Reason for leaving	

 Length of time at present address  Current rent paid \$ 

Name of previous Landlord / Agent	
Phone: Work	Mobile
Email	
Reason for leaving	

Address of previous premises rented

	Postcode
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**OCCUPANT(S) DETAILS**

Number of persons who will occupy Premises:

 Adult(s)  Children  Ages of Children 

 Pet(s)  Yes  No If Yes, number and type 

 Smoker(s)  Yes  No

**DETAILS OF RENTAL - OFFICE USE ONLY**

 Type of Premises: 
 Furnished  Unfurnished

 Rent \$  per 

 commencing from  /  /  for a period of  months / weeks

**Note:** A tenant must be permitted to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant.

**Residential Tenancy Agreement**

 Residential Tenancy Agreement to be signed on  /  /  at  am/pm

**INITIAL PAYMENT**

 Rental Bond to be paid \$ 

**Note:** A Rental Bond must not exceed 4 weeks rent. A Rental Bond cannot be required prior to the execution of a Residential Tenancy Agreement.

 Rent  months / weeks / days \$ 

**Note:** A tenant cannot be required to pay more than 2 weeks rent in advance, but may elect to do so.

Rent must be paid by cleared funds

 Sub Total \$ 

 Less Holding Fee (if any) \$ 

 Total \$

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## 1. APPLICATION

I, the Applicant hereby apply for approval by the owner of the Premises referred to in this form to become the tenant of those Premises on the terms and conditions contained in this form and in the Residential Tenancy Agreement to be drawn up by the owner's Agent.

## 2. HOLDING FEES FOR APPROVED APPLICANTS

In accordance with Section 24 of the *Residential Tenancies Act 2010* (NSW), it is hereby acknowledged that the taking of the Holding Fee referred to in this Application for Tenancy Form is subject to the following conditions:

The Applicant, if approved, will pay a Holding Fee of \$  equivalent to  days rent to hold the Premises in favour of the Applicant for a period of  days from  /  /  to  /  /  or as varied in writing.

- i If the Applicant 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.
- ii 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.
- iii 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 Agent.
- iv If a Residential Tenancy Agreement is entered into after the payment of a holding fee, the fee must be paid towards rent.
- v A tenant cannot be asked to pay a holding fee unless the tenant's application has been approved by the Landlord and the holding fee does not exceed 1 week's rent of the residential premises.

## 3. ONLINE RENTAL BOND SERVICE

This is an invitation for the Applicant to provide an e-mail address that can be used, if this Application is successful, for the purpose of using the online rental bond service. If the Applicant fails to provide an e-mail address, the Landlord or Agent may require or receive a rental bond and lodge the rental bond with the Rental Bond Board using the paper-based Rental Bond Lodgment form. The Applicant's e-mail address for this purpose is:

## 4. Details of any repairs or other work to be carried out by the Landlord:

## 5. Details of any special requests made by the Applicant (if any):

## 6. DECLARATIONS AND UNDERTAKINGS

Have you made an application for accommodation in any social housing premises, as defined in the *Residential Tenancies Act 2010* (NSW) or aged care facility?  YES  NO If Yes, date application made  /  / .

**I, the Applicant, do solemnly and sincerely declare that I am not a bankrupt or an undischarged bankrupt and affirm that the above information is true and correct.**

**I have inspected the above-mentioned Premises and wish to take a tenancy for such Premises for a period of**

**weeks, at a rental of \$**  **per week and I declare that the rental to**

**be paid is within my means. I undertake to pay a rental bond in cash or as requested upon the signing of a Residential Tenancy Agreement.**

## 7. ACKNOWLEDGEMENT AND AGREEMENT BY AGENT

I/We,  Oxbridge Group Pty Ltd

Trading as  Oxbridge Property Group

the Agents acting for the owner of the above Premises, acknowledge receipt of the above Application and, if the Applicant is approved, agree to prepare within the holding period (if any) a Residential Tenancy Agreement/Lease of the Premises.

## 8. PRIVACY

- i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information about the Applicant referred to in this Application to be collected, held, used and disclosed for the purpose for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- ii This privacy clause outlines how the Agent holds, uses and discloses the Applicant's personal information (as that term is defined in the Privacy Act). This privacy clause only applies to the extent the Agent collects, holds, uses and discloses personal information. In this Privacy Policy, a reference to personal information includes, where context permits, sensitive information.
- iii This Application requires the collection of certain information including personal information about the Applicant. Personal information may be collected during each of the application, assessment and processing stage.

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- iv The Agent may collect, hold, use and disclose personal information the Applicant provides in this Application or collected from other sources for the following purposes: (a) identifying and/or verifying the Applicant's identity; (b) processing and assessing the Application; (c) assessing the Applicant's suitability and ability to meet their financial and other obligations under the Residential Tenancy Agreement; (d) making recommendations to the Landlord about the Application and the Applicant; (e) managing the tenancy for the Landlord; (f) processing any payment (including, without limitation, the exchanging of personal information with the relevant payment provider, where necessary); (g) liaising and exchanging information with the Applicant and any joint applicant for the property, and the Agent's or Applicant's (including the joint applicant's) legal and other advisors in relation to or in connection with the Residential Tenancy Agreement; (h) complying with any applicable law; (i) complying with any dispute resolution process; (j) serving and signing (or arranging signing and service of) this Application; (k) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers); (l) contacting and liaising with utility suppliers (including for electricity, water and gas) and utility service aggregators (in either case, if the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to such services); and (m) search the records of third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), and in relation to each of these matters to provide those parties with the Applicant's personal information.
- v If the personal information outlined in this Application or requested by the Agent is not provided by the Applicant, the Agent may not be able to carry out any or all of the steps described above and may therefore not be able to process / progress the Application. The Agent may also not be able to discharge its obligations in this Application. It is impracticable for the Agent to deal with an Applicant who has not identified him, her or itself or used a pseudonym.
- vi Personal information collected about the Applicant in connection with this Application and, if successful, the tenancy and the Applicant's compliance with and conduct as a tenant under the Residential Tenancy Agreement may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including to the Landlord, the Landlord's mortgagee or head-lessor (in either case, if any), referees, any agent (if applicable), actual and/or prospective purchasers, the legal and other advisors of the Agent, Applicant, clients of the Agent both existing and potential, advertising and media organisations, property data service providers, valuers, parties engaged to evaluate the Premises, owners' corporations, government and statutory bodies, government agencies, financial institutions, Courts, regulatory bodies and law enforcement agencies, tribunals responsible for residential tenancy matters, third party operators of tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax), other third parties (including, without limitation, goods and services providers, insurers, utility suppliers and aggregators) and any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any), or as required, authorised or permitted by any applicable law.
- vii Information held by third party tenancy databases (including, without limitation, the National Tenancy Database operated by Equifax) may also be requested by and disclosed to the Agent and/or the Landlord in connection with the Application and any subsequent Residential Tenancy Agreement. If the tenancy database is being operated by Equifax, please refer to the Equifax privacy policy (referenced below). If the tenancy database is provided by any other operator, please refer to the relevant privacy policy of the operator for the tenancy database. If you are concerned about any personal information held by a third party tenancy database, you should contact the relevant third party tenancy database to check the accuracy of the information held. Information held by a tenancy database may include previous tenancy history including whether the Applicant has been blacklisted or assigned a risk category by a member of the National Tenancy Database, history of bankruptcy, Court (civil) records and previous directorship and proprietorship in relation to the Applicant. Operators of the third party tenancy database may offer other services from time to time, and the Applicant must read and consider the relevant tenancy database operator's privacy policy concerning their use, collection and disclosure of the Applicant's personal information before deciding to engage such services. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant (as tenant) fails to comply with their obligations under that agreement, to the extent permitted by law (including with respect to any domestic violence termination notice), that fact and other relevant personal information collected about the Applicant (as Applicant or as tenant) may also be disclosed to the Landlord, third party operators of tenancy databases, other agents, government agencies, Courts, regulatory bodies and law enforcement agencies, and tribunals responsible for residential tenancy matters.
- viii If the Agent offers the service(s) and the Applicant requests the Agent to refer the Applicant to utility suppliers (including for electricity, water and gas) or utility service aggregators then, in either case, the Applicant must read and consider the privacy policy of the relevant utility supplier or utility aggregator concerning their use, collection and disclosure of the Applicant's personal information.
- ix The Agent may also use the Applicant's personal information for marketing and research purposes to inform the Applicant of products and services provided by the Agent, which the Agent considers may be of value or interest to the Applicant, unless the Applicant tells the Agent (by ticking the box below) or has previously told the Agent not to.
- x If the Applicant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the Agent using the Agent's contact details set out earlier in this Application.
- xi The Applicant has the right to request access to any personal information held by the Agent which relates to them, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Applicant also has the right to make a complaint about the way in which the Agent has handled the Applicant's personal information or that the Agent may have breached this privacy clause or the Privacy Act. The Applicant also has the right to request the correction of any personal information which relates to the Applicant that is inaccurate, incomplete or out-of-date.
- xii Any requests for access to the Applicant's personal information or any complaints should be made in writing to the Agent at the contact details included in this Application.
- xiii The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xiv The Agent will take reasonable precautions to protect the personal information it holds in relation to the Applicant from misuse, loss, unauthorised access, modification or disclosure.

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- xv The Agent may disclose the Applicant's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xvi By signing this Application, the Applicant: (a) acknowledges that it has read, understands and accepts the terms of this privacy clause and; (b) provides express permission to collect, hold, use and disclose personal information in the manner described in this privacy clause.

## National Tenancy Database – Equifax Australia Information Services and Solutions Pty Limited

Address: Public Access Division, PO Box 966, North Sydney NSW 2059  
 Telephone: 1300 762 207 (8:30am – 6:00pm Monday – Friday)  
 Website: [www.equifax.com.au/](http://www.equifax.com.au/)  
 Privacy Policy: <https://www.equifax.com.au/privacy>

## 9. NOTICE TO PROSPECTIVE TENANTS

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 tenants 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 serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

**Note: The Applicant acknowledges and consents to the Agent verifying personal and employment references and tenant history references.**

### APPLICANT

This document may be signed on paper or electronically.

Applicant's Signature

Date

Name of Signatory

### AGENT

This document may be signed on paper or electronically.

Agent's Signature

Date

Name of Signatory

**Note:** If the Applicant has not included their email in this Application, the Agent should not infer consent to email service merely from the receipt or response to emails from the Applicant.

### How did you find this Property?

- Local Paper  Internet  Sign on Property  Agent's Window  Letterbox Drop  Referral  Other

### OFFICE USE ONLY

References checked by	_____
Employment	_____
Present Landlord / Agent	_____
Previous Finalised Credit	_____
Bank	_____
References	_____
Notes	_____
	_____