

# APPLICATION FOR TENANCY



## RENTAL APPLICATION GUIDELINES

A message to all prospective Renters

- ▶ Please be assured that all information provided in your application will remain confidential and not discussed with any other party with the exceptions of the Rental Provider and as required for the purpose of processing your application.
- ▶ Please allow at least 1-2 business days to process your application. Processing does not always take this long, however, the Rental Provider must be consulted to make the final decision on the application and they are not always immediately accessible. Delays will be incurred if the application is not completed correctly.
- ▶ For identification purposes, you are required to provide 100 points as follows – At least one form of identification must be a photo ID. Points are as follows –
  - Drivers licence / Passport / Birth Certificate = 40 points
  - Other Photos ID = 30 points
  - Bank / Credit / Medicare / Health Card = 20 points
  - Telephone / Electricity / Gas account = 10 points
- ▶ If you are living in Australia on a Visa please provide us with a legible copy
- ▶ Please provide your two most recent pay slips
- ▶ Self-employed – Please provide a letter from your accountant on their letterhead confirming that the rent is an acceptable expense.
- ▶ How to calculate the monthly rental payable? Weekly rental/7 days of the week x 365 days of the year/12 months  
Note: Monthly rental is calculated to the next dollar
- ▶ Within 24 hours upon confirmation of approval you will be required to sign a Rental Agreement and pay the first month's rent and bond by either EFT, **bank cheques or money orders**. Failure to do so may result in the next applicant being given preference or the property re-listed for Rental Agreement.
- ▶ All future rental payments are only accepted by direct debit from either a cheque or savings account. If you are successful please complete a direct debit authorization form
  
- ▶ It is your responsibility to arrange to have all services connected in your name to coincide with your date of occupation this. It is your responsibility to ensure that the main power switch is turned off before the power is connected.
- ▶ I / we acknowledges that the premises are a "Smoke Free Zone" and will ensure they and their invitees do not smoke inside the premises.
- ▶ The property is available for leasing as presented. Reasonable requests will be presented to the Rental Provider for consideration. The Rental Provider makes the final decision on such requests.
- ▶ Keys and condition report will not be available until the day the tenancy commences. Personal belongings will not be able to be stored at the property until the keys are handed over at the commencement of the tenancy.

I/ We agree to all of the above points.

Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## UTILITY CONNECTIONS

YourPorter Is a FREE service connecting utilities and other services. If the Agent approves this application, YourPorter will call you to confirm your details by the next business day. PLEASE SELECT BELOW to indicate services you would like connected.

ELECTRICITY       GAS       INTERNET

TELEPHONE       PAY TV

**YourPorter**

Connections, at your service.

Ph: 1300 400 600 Fax: 1300 326 468  
service@yourporter.com.au

**DECLARATION AND ACCEPTANCE:** I/We consent to the disclosure of this application form (including any personal information contained in this form) to YourPorter Pty Ltd (ABN 36 252 576 050) for the purpose of allowing YourPorter to contact me for the connection and disconnection of services as offered by YourPorter. I/We acknowledge that if I/We do not provide my/our personal information, YourPorter will not be able to provide its services to me/us. YourPorter will ensure that my/our personal information is collected, used, held and disclosed in accordance with the requirements of the Privacy Act 1988 (Cth). I/We consent to YourPorter and its Agents disclosing my/our personal information to providers of the services I/We have indicated above that we would like to connect for the connection of those services and the disconnection of any existing services. I/We consent to YourPorter disclosing connection confirmation details to the Agent. I/We acknowledge that the Agent, its employees and YourPorter may receive a benefit in relation to the connection of any of the services listed above. I/We consent to YourPorter contacting me by phone or SMS in relation to the connection of the services listed above. I/We acknowledge that this consent permits YourPorter to contact me even if the numbers listed on this application are listed on the Do Not Call Register. YourPorter will otherwise collect, hold, use and disclose personal information in accordance with its privacy policy, which is available at [www.yourporter.com.au/general/privacy-policy/](http://www.yourporter.com.au/general/privacy-policy/) and which sets out how to access and correct the personal information that YourPorter holds and how to lodge a complaint relating to YourPorter's treatment of personal information. YourPorter is a free service, but I/We acknowledge that standard connection fees may apply for services connected (in addition to the ongoing service fees). I/We acknowledge that neither YourPorter nor the Agent accept any responsibility for any delay in or failure to arrange or provide for any connection or disconnection of a service or for any loss, damage, cost or expense in connection with such delay or failure. By signing this application I/We understand YourPorter is a value add product and that I/We are under no obligation to use YourPorter.

Signature(s) \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# APPLICATION FOR TENANCY



## TENANCY PRIVACY STATEMENT

Due to recent changes in the Privacy laws from December 21st, 2001, all property managers must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers. Please take time to read this Privacy Statement carefully and once completed, return it to our office.

As professional Property Managers Fletchers collects personal information about you. To ascertain what personal information we have about you, you may contact us.

### Primary Purpose

As professional property managers, we collect your personal information to assess the risk in providing you with the Rental Agreement/tenancy of the premises you have requested and if the risk is considered acceptable, to provide you with the Rental Agreement/tenancy of the premises.

To carry out this role and during the term of your tenancy, we usually disclose your information to:

- ▶ The Rental Provider
- ▶ The Rental Provider's lawyers
- ▶ The Rental Provider's mortgagee/insurers
- ▶ Referees you have nominated
- ▶ Organisations/Tradespeople required to carry out maintenance to the premises
- ▶ Rental Bond Authorities
- ▶ Residential Tenancy Tribunals/Courts
- ▶ Mercantile Agents
- ▶ National Tenancy Database Pty Ltd (ABN 65 079 105 025) ("NTD")
- ▶ Other Real Estate Agents and Landlords

### Secondary Purpose

We also collect our personal information to

1. Enable us, or the Rental Provider's lawyers, to prepare the Rental Agreement/tenancy documents on the premises.
2. Allow organisations/tradespeople to contact you in relation to maintenance matters relating to the premises.
3. Pay/release rental bonds to/from Rental Bond Authorities (where applicable)
4. Refer to Tribunals, Courts and Statutory Authorities (where necessary).
5. Refer to Collection Agents/Lawyers (where default/enforcement auction is required).
6. Provide confirmation details for organisations contacting us on your behalf ie banks, utilities, employers, etc.

If your personal information is not provided to us and NTD, and you do not consent to the uses to which we put your personal information; we cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we may not provide you with the Rental Agreement/tenancy of the premises.

### NTD Disclosure Statement

You can contact National Tenancy Database (ABN 65 079 105 025) (NTD), a division of VEDA Advantage Information Services and Solutions Limited (ABN 26 000 602 862) and ask for access to any of your personal information stored on the database by:

- ▶ Telephone: 1300 563 826
- ▶ Email: [info@ntd.net.au](mailto:info@ntd.net.au)
- ▶ Visit website: [www.ntd.net.au](http://www.ntd.net.au)

### Primary Purpose

NTD collects your personal information to provide to its members historical tenancy and location information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of NTD. NTD also provides credit information on companies/directors applying for commercial leases.

The real estate agent/property manager will advise NTD of your conduct throughout the Rental Agreement/tenancy, and that information will form part of your Renter history.

NTD usually discloses information to:

- ▶ Licensed real estate agent members
- ▶ NTD's parent company, Collection House Limited (ABN 74 010 230 716) and its subsidiaries
- ▶ Credit Bureaus

Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# FORM 3

## Residential Tenancies Act 1997 (Section 29c)

### STATEMENT OF INFORMATION FOR RENTAL APPLICANTS

- 1) Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
- 2) In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or discriminate against you during your tenancy on the basis of personal attributes protected by law.

The following is a list of some protected attributes that are sometimes discriminated against in the rental market:

- age;
  - disability (including physical, sensory, intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.
- 3) These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a rental property, occupying a rental property or leaving a rental property.
  - 4) Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
  - 5) In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation.  
For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).

#### 6) Scenarios and examples of unlawful discrimination in applying for a property

- Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.
- Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability or because of your race.
- Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.
- Refusing to provide accommodation because you have an assistance dog.

#### 7) Scenarios and examples of unlawful discrimination when occupying or leaving a property

- Refusing to agree to you assigning your lease to someone else because of that person's personal attributes.
- Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.
- Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).
- Issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

#### Getting help

- 8) If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act.  
VCAT may be contacted online at [vcat.vic.gov.au/](http://vcat.vic.gov.au/) or by calling 1300 018 228.
- 9) If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
- 10) If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf may make a complaint to VEOHRC at [humanrightscscommission.vic.gov.au/](http://humanrightscscommission.vic.gov.au/) or by calling 1300 292 153.

# APPLICATION FOR TENANCY



<i>Fletchers Office</i>	.....		
<i>Rental Property</i>	Address:..... .....		
<i>Tenancy Requirements</i>	Commencement Date ____/____/____	Term	Rent pw \$
<i>Applicants Full Name</i>	Name:.....		
<i>Contact No.'s</i>	☎(Mobile):..... (Email):..... ☎(Home):..... (Work):.....		
<i>Present Address</i>	Address:..... Reason for leaving:..... How long at this address: .....Years .....Months Weekly rent paid:\$..... Name of Rental Provider/Agent/Property Manager: ..... ☎(Telephone): ..... (Email): .....		
<i>Previous Address</i>	Address:..... Reason for leaving:..... How long at this address: .....Years .....Months Weekly rent paid:\$..... Name of Rental Provider/Agent/Property Manager: ..... ☎(Telephone): ..... (Fax) ..... (Email): .....		
<i>Current Employment</i>	Occupation: ..... Position held: ..... Length of employment?:.....Years .....Months Net income per week: \$..... Managers/Accounts Contact Name: ..... ☎(Telephone): ..... (Email): .....		
<i>Previous Employment</i>	Industry: ..... Occupation: ..... Nature of employment: Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Casual <input type="checkbox"/> Length of employment?: .....Years .....Months Net income per week: \$..... Managers/Accounts Contact Name: ..... ☎(Telephone): ..... (Email): .....		

*If Self Employed*

Type of Business: .....

Address: ..... Annual Income: .....

Accountants Name: ..... ☎ phone .....

Please provide a letter from your accountant on their letterhead confirming that the rent is an acceptable expense.

*Student Details*

Type of study: Full Time  Part Time  Study/ Paternal Allowance Received: .....

Please provide a copy of your student photo ID and proof of enrolment in your chosen course.

*Next of Kin (in case of emergency)  
A person who is not living with you*

Name: ..... Relationship: .....

Address: .....

☎(Telephone): ..... (Mobile):.....

Email Address:.....

*Personal References (no relatives)*

Name	Relationship	☎ (BH)
.....	.....	.....
.....	.....	.....

*Personal Details*

Drivers Licence No: ..... Passport No (if applicable):.....

Car Registration: ..... State: ..... Make of vehicle: .....

Occupants: Adults (No.): ..... Children (No.): .....

Pets: YES  NO  Type & number: .....

Outdoor  Indoor  Breed & Ages: .....

I confirm the following:-

- During my inspection of this property I found it to be in a reasonably clean condition Yes  No
- If "No" I believe the following cleaning should be undertaken prior to my tenancy commencing.

I acknowledge that the request(s) for cleaning are subject to the Rental Provider's approval

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- I acknowledge that this is an application to lease this property and my application is subject to the Rental Provider's approval and the availability of the premises on the due date. No action will be taken against the Rental Provider or Agent if the Applicant is unsuccessful or upon acceptance should the premises not be ready for occupation on this date for whatever reason.
- The Renter is responsible for the connection and payment of gas, electricity, telephone and water consumption. I/We hereby acknowledge and authorise Fletchers to conduct independent reference and credit checks.
- Please remember to attach your 100 points of ID with this application.

supporting information / comments

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Applicant Signature: ..... Date ..... / ..... / .....