

# RESIDENTIAL TENANCY APPLICATION FORM

(For your application to be processed, please answer all questions. One form for each applicant)

## PERSONAL DETAILS Please give us your details

Given Name(s)..... Surname.....  
 Date of Birth ..... Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other .....  
 Present Address .....  
 Suburb ..... State .....  
 Postcode ..... Time at Present Address .....  
 Reason for Leaving .....  
 Current Landlord/Agent .....  
 Property Manager..... Mobile.....  
 Property Manager/ Agent Email .....

Drivers Licence ..... State .....  
 Drivers Licence Card No .....  
 Vehicle Registration ..... State .....  
 Centrelink No..... Proof of Age Card .....  
 Pension No..... Pension Type .....  
 Australian Passport.....  
 Medicare No.....  
 Int/Passport..... Country.....  
 Home Phone..... Mobile .....  
 Email .....

Job Title.....  
 Employers Company Name .....  
 Employers Address .....  
 Suburb ..... State .....  
 Postcode .....  
 Wages per week (nett) .....  
 Work Phone..... Work Mobile.....  
 Work Email.....  
 Full Time ☐ Part Time ☐ Casual ☐  
 Length of Employment Years..... Months.....

Previous Employment Details  
 Occupation ..... Employer .....  
 Length of Employment Years..... Months.....  
 Nett Income .....

## PROPERTY DETAILS

Address of property you would like to rent

Suburb..... Postcode .....

Commencement Date .....

Lease Term 6 Months ☐ 12 months ☐

Rent per week .....

Existing Bond Account? Yes ☐ No ☐

Principal Tenant .....

How Many Tenants will occupy the Property?

Adults ..... Children ..... Ages of children .....

Pets Yes ☐ No ☐ If yes, Details of pet(s) .....

Have you applied for other properties? Yes ☐ No ☐ If yes, how many? .....

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Referee 1

Name .....

Mobile .....

Referee 2

Name .....

Mobile .....

Emergency Contact: Name .....

Mobile .....

Address.....

Relationship.....

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Yes ☐ request for YourPorter Free Utilities Connection

NSW Fair Trading Checklist Yes ☐ I have read and understood the NSW Fair Trading

Tenant checklist

I, the applicant, agree to the Real Estate requirements

Print Name .....

Signature of Applicant .....

Date .....

DISCLOSURE

## TRA DISCLOSURE

I understand this agent is a member of Trading Reference Australia (TRA) and may conduct a reference check with that organisation. I authorise Trading Reference Australia to collect and store my details and to provide any information currently listed to others (below). I authorise this agent to provide any information about me to TRA for the purpose of that check. I acknowledge that if I am 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 a failure to do so may result in my application being refused.

Furthermore I authorise the agent to contact my employers past and present to confirm my employment history including my wage, my current / previous Landlord / Agency to verify details of my tenancy and if I am Self Employed, my accountant to verify my being able to cover the rent for the property and my authenticity. I also authorise the agent to contact my personal referees to establish my identification, location and reputation and concede that those referees have given permission for me to use them. I also understand that my information may be passed onto the Owner of the property for evaluation. I recognize that my photo id may be scanned onto TRA for absolute identification.

I acknowledge that if I default on my tenancy obligations in future, I may be listed as a defaulter with TRA, until such time as the problem giving rise to the listing is resolved to the satisfaction of the agent/landlord, and I hereby authorise this agent to provide information about me to TRA in connection with that listing. I acknowledge that in the event of a listing on the TRA database, that information may be available to other institutions for any lawful purpose and I hereby consent to such a use and disclosure of that information for that purpose.

I acknowledge that if I am currently listed as a tenancy defaulter with TRA, that I may contact the listing Agent/s for settlement and/or negotiation. Should such settlement and/or negotiation change the details of me as a listed defaulter, it is understood that it is the real estate agent's responsibility to amend the TRA listing. I also recognise that my photo id and this signed Disclosure may be scanned onto TRA for absolute identification. I, acknowledge that information provided to TRA by these authorities given by me may be made available to:

a) Real Estate Agents, Property Managers and their overseas staff, Landlords, Housing NSW, to assist them in evaluating applications. b) Real Estate Agents, Landlords, Banks, Utility companies, Commercial Agents, organisations or any other institutions and other persons for any lawful purpose and c) third parties with which TRA has entered into any co-operation, partnering, licensing or similar agreement for the purpose of allowing those parties to offer their products and services to me and whose products and services I opt in to use or receive. I hereby consent to such a use and disclosure of that information for those reasons. Should this real estate 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.

I also understand that the personal information provided on your tApp application will be available to and retained by the Real Estate Agent to whom you submit that information and the real estate agent will use this information for purposes related to the conduct of their own business which may include use by the Real Estate Agent and/or further disclosure by the real estate agent for marketing purposes.



Print Name .....

Signature .....Date.....

TRA's privacy policy may be viewed at the following link: [tradingreference.com/privacy](https://tradingreference.com/privacy). TRA may be contacted at the address below 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 unless we are presented with a signed Personal Disclosure provided by TRA under the heading Tenants on our site. An Urgent confirmation of your records can be done immediately by credit card payment using the secure section on our web page.

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W: [murraykennedyrealestate.com.au](http://murraykennedyrealestate.com.au)

### REAL ESTATE AGENCY REQUIREMENTS, NSW ONLY:

I declare I have inspected/will inspect the property and am willing to accept it in its current state. I hereby offer to rent the property from the owner under lease to be prepared by the Agent. Should this application be accepted by the Landlord, I agree to enter into a Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010. I acknowledge that this application is subject to the approval of the Landlord/Owner. I declare that all information contained in this application (including the front page) is true and correct and given of my own free will. I am aware that the availability of telephone lines, internet services, digital or cable television and the adequacy of such services are the sole responsibility of the tenant(s) and the tenants should make their own enquiries as to the availability and adequacy of such services. The landlord or agent do 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(s) and the tenant(s) must rely upon their own enquiry.

### RESIDENTIAL TENANCIES ACT 2010 NO 42 PART 3 DIVISION 1 SECTION 24 HOLDING FEES

- (1) A person must not require or receive from a tenant a holding fee unless: (a) the tenant's application for tenancy of the residential premises has been approved by the landlord, and (b) the fee does not exceed 1 week's rent of the residential premises (based on the rent under the proposed residential tenancy agreement). Note. A tenant is defined in this Act as including a prospective tenant.
- (2) A person who receives a holding fee must give the tenant a written receipt setting out the following: (a) the amount paid and the date on which it was paid, b) the address of the residential premises, (c) the names of the landlord and the tenant.
- (3) If a tenant 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.
- (4) 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.
- (5) Despite subsection (4), 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 landlord's agent.
- (6) If a residential tenancy agreement is entered after payment of a holding fee, the fee must be paid towards rent.

It should be noted that the personal information provided on your tApp application will be available to and retained by the Real Estate Agent to whom you submit that information and the real estate agent will use this information for purposes related to the conduct of their own business which may include use by the real estate agent and/or further disclosure by the real estate agent for marketing purposes.

### ELECTRONIC TRANSACTION LEGISLATION AMENDMENT (GOVERNMENT TRANSACTIONS) BILL 2017

I understand that the email address supplied at time of application is and will be used for notices being sent relative to Section 197 Manner of giving notice section 197 on page 3 of the Electronic Transactions Legislation Amendment (Government Transactions) Bill 2017 (view here: <https://www.legislation.nsw.gov.au/bills/32b1181b-99d7-4d9e-b277-d7780377525c>)

See the relevant text from the document:

"(1) Any notice required to be given to a person under this Act may be given:

(a) personally, or by post, or (b) by email to an email address specified by the person for the service of documents of that kind, or (c) by any other method authorised by the regulations for the service of documents of that kind."

**"I state that I have read, agree and understand the terms, including "Real Estate Agent Requirements, NSW Only" the paragraphs titled "Residential Tenancies Act 2010 No 42 Part 3 Division 1 Section 24 Holding Fees" and "Electronic Transaction Legislation Amendment (Government Transactions) Bill"**

Print Name .....

Signature .....Date.....

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**ACKNOWLEDGEMENT & RELEASE TENANCY AGREEMENT FOR UNSEEN PROPERTY****PROPERTY ADDRESS:** ..... (the Property)

I intend to submit a tenancy application to the Real Estate Agent in relation to the Property (the Application) without personally inspecting the Property. If approved as a tenant, and notwithstanding that I have not personally inspected the Property, I intend to sign a Residential Tenancy Agreement (RTA) in relation to the Property. Accordingly, I confirm and acknowledge that:

- (1) The Real Estate Agent recommends that I personally inspect the Property prior to submitting the Application.
- (2) Notwithstanding the Real Estate Agents recommendation to inspect the Property, I intend to submit the Application to the Real Estate Agent for its review without having personally inspected the Property.
- (3) I have reviewed certain marketing materials (which may include photos, drawings, visual recordings and plans) provided by the Real Estate Agent in relation to the Property (the Marketing Materials). Despite the Real Estate Agents best endeavours, I understand that the Marketing Materials cannot provide a complete representation of the Property compared to a personal inspection as recommended by the Real Estate Agent.
- (4) I have conducted research about the Property, including comparable rentals and location, and I am satisfied with the offer to lease the Property based on this research and the Marketing Materials provided by the Real Estate Agent.
- (5) If my application is approved by the Real Estate Agent, I request that the Real Estate Agent forward to me the RTA for execution.
- (6) I understand that after signing the RTA, I:
  - (a) am bound by the terms and conditions of the RTA;
  - (b) am bound by relevant legislation and regulations, including the Residential Tenancies Act 2010 (NSW).
  - (c) accept the inclusions and condition of the Property, some of which were outlined in the Marketing Materials.
  - (d) will complete the entry condition report as per regulations once I have entered the property.
  - (e) release the Real Estate Agent from all claims that I may have against the Real Estate Agent howsoever arising from, relating to, associated with or concerning any facts in relation to the Marketing Materials, the Application, the RTA and / or my decision to execute the RTA.

Name .....

Signature ..... Date.....

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## TENANCY APPLICATION CHECKLIST

The following is a list of requirements that need to be undertaken prior to a Tenancy Application being submitted:

1) Produce sufficient identification for each applicant and/or tenant (over 18 years of age) totalling 100 points from the **Compulsory List** below:

- |   |           |
|---|-----------|
| a. <b>Drivers Licence, Passport or other Proof of Age</b>                     | 30 Points |
| b. <b>Tenancy History Ledger</b>  | 20 Points |
| c. <b>Current Pay Slips (3) and/or Centrelink Statements</b>                  | 15 Points |
| d. <b>Current Bank Statement</b> (Detailing name, wages, payments, balance)   | 15 Points |
| e. <b>Utility Bill such as:</b> Electricity, Gas, Phone, Insurance, Rego, etc | 15 Points |
| f. <b>Medicare Card</b>   | 10 Points |

2) If you are unable to provide sufficient identification as per the Compulsory List, then utilise the **Additional Document** list below. Please advise the office if this is the case:

- |  |           |
|--|-----------|
| a. <b>A Birth Certificate</b>                  | 30 Points |
| b. Previous <b>Tenancy Agreement</b>           | 20 Points |
| c. A recent <b>Rental Bond Receipt</b>         | 20 Points |
| d. Either a <b>Pension or Health Care Card</b> | 15 Points |

3) Further requirements as per below:

- a. Your application is to be **complete** including required documentation when submitted
- b. Unless otherwise advised your application will be processed within **2 working days**
- c. **One (1) weeks holding deposit** is required once your application is approved by the Landlord. This may be in the form of cash, bank cheque or bank transfer only.  
(Please note No EFTPOS facility is available at the office)
- d. Once a **holding deposit** is received the Lease commencement date will be assigned.  
The holding deposit is the first weeks rent. For example, \$400.00.  
**Note:** If you decide not to go ahead with your Tenancy Agreement this amount will be forfeited.
- e. **Prior to or on the day** of signing the Lease the following payments are required:
  - I. **Two (2) weeks rent** (less any deposit paid) IE: \$400.00 x 2 = **\$800.00.**
  - II. **Four (4) weeks bond** (To be paid on line direct to Rental Bonds On Line)

**Calculation of Bond Amount:**  
If a weekly rent was \$400.00, the bond required would be \$400.00 x 4 = **\$1600.00.**

**Based on the above example \$2400.00 is required to be paid prior to or on the day.**

Murray Kennedy Real Estate Pty Ltd      4 Somerset Avenue Narellan NSW 2567  
P: 02 4648 0600 E: hello@murraykennedy.com.au  
W: murraykennedyrealestate.com.au

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Please complete all sections of this application to enable us to connect your utilities.

## Applicant Details

Mr ☐ Ms ☐ Miss ☐ Mrs ☐ Other ☐ Given Name/s: \_\_\_\_\_

Surname: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

## Property Details

Property Manager: \_\_\_\_\_

New Property Address: \_\_\_\_\_

Move in date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Connection date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## FREE UTILITY CONNECTIONS - This is a Free Service that quickly connects your utilities



Phone: 1300 400 600  
Fax: 1300 326 468

### YourPorter is a FREE service connecting utilities and other services.

If the Agent approves this application, YourPorter will be contacting you by phone, SMS, or email for the purposes of assisting you to connect your utilities within 24 hours of receiving this application for next business day connection.

- |                                      |                               |                                    |  |                                     |
|--------------------------------------|-------------------------------|------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Gas  | <input type="checkbox"/> Telephone | <input type="checkbox"/> Internet        | <input type="checkbox"/> Pay TV     |
| <input type="checkbox"/> Car         | <input type="checkbox"/> Life | <input type="checkbox"/> Health    | <input type="checkbox"/> Home & Contents | <input type="checkbox"/> Home Loans |

### 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 and its service providers to contact me for the connection 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 these 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 acknowledge that YourPorter, and the Agent, 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 their privacy policies, which are available at [www.yourporter.com.au/general/privacy-policy/](http://www.yourporter.com.au/general/privacy-policy/). 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 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: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_