

APPLICATION FOR TENANCY

Item Schedule

Item

1. TENANCY DETAILS

Address:

Lease Commencement Date: / / Lease Term: **weeks / fortnights / months / years**

Rent: per **week / fortnight / month** Bond:

Total amount payable on signing of tenancy agreement:

Holding deposit (if applicable): Payable within 1 business day of approval of tenancy application.

Holding Deposit Acceptance Period: On payment of the Holding Deposit the Applicant/s must within business days notify the Agent of their intention regarding the tenancy in accordance with Clause 4.2.

2. LANDLORD / AGENT

Name: **Chen Kung Investment Pty Ltd ATF Chen Kung Investment Trust T/as Marcoola Beach Resort** ABN:

Address: **885 David Low Way** Phone:

Marcoola QLD 4564 Fax:

Email: **office@marcoolabeachresort.com** Mobile:

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 *Note: If the Agent has not nominated a Provider, the Agent will NOT arrange connection*

Utility Connection Provider:

Yes please contact me to arrange my utility connections

5. PETS

Pets Allowed: Yes No

Type/Breed: Number:

Type/Breed: Number:

6. RENT PAYMENT METHODS AND ASSOCIATED COSTS

The Tenant must pay the rent in the approved way/s as indicated below:

(a) Cash Credit Card Deposit to a financial institution account nominated by the Lessor

Cheque EFTPOS Deduction from pay, pension or other benefit payable to the tenant

(b) Another agreed way*:

(Note: Where 'Another agreed way' is ticked the Tenant/s must be given a choice of at least 2 other approved ways for the payment of rent selected from the above)

*Additional Costs associated with the other approved way of rent payment in 6(b):

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7. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

8. ADDITIONAL CONDITIONS

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Terms of Application

1. Definitions

In this Application for Tenancy the following terms mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

2. Applicant's Warranty

The Applicant/s warrant/s:

- (1) the details provided on their Applicant Details Sheet are true and correct; and
- (2) no Applicant is bankrupt or insolvent.

3. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) they have inspected the Premises in Item (1) and accept its condition;
- (2) where the Applicant has been given a Form 18a General Tenancy Agreement (including Standard and any Special Terms) in accordance with Section 58 of the *Residential Tenancies and Rooming Accommodation Act 2008*, then:
 - (1) 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 in accordance with the terms and conditions of the Form 18a General Tenancy Agreement provided in accordance with Clause 3(2);
 - (2) upon the signing of the Tenancy Agreement, to pay the Bond and Rent amounts in Item (1) in an approved way as more particularly set out in the Tenancy Agreement;
 - (3) the Applicant/s will forthwith upon receipt of same, sign the completed Tenancy Agreement;
 - (4) this Application for Tenancy, unless accepted, creates no contractual or legal obligations between the parties; and
- (3) that the Landlord/Agent are not required to give an explanation to the Applicant/s for any Application not approved.

4. Holding Deposit

Note: Clauses contained under the heading 'Holding Deposit' shall only apply where Holding Deposit details have been completed in Item (1) of the Item Schedule.

- 4.1 If the Applicant/s have paid to the Agent a Holding Deposit, such Holding Deposit, if the Application is successful and a Tenancy Agreement is entered into, will be applied in full or part payment of the Rental Bond and any remainder applied towards the Rent for the Tenancy Agreement.
- 4.2 Should the Application for Tenancy be successful and the Applicant/s fail to, within the Holding Deposit Acceptance Period:
 - (a) accept the offer of tenancy; or
 - (b) otherwise notify the Landlord/Agent of their intentions not to proceed with the tenancy; or
 - (c) having notified of their intention to accept the tenancy, not taken all necessary and reasonable steps to enter into a Tenancy Agreement.then any Holding Deposit paid by the Applicant/s will be forfeited to the Landlord.
- 4.3 Should the Application for Tenancy not be accepted, the Holding Deposit will be refunded in full to the Applicant/s.
- 4.4 The Applicant/s acknowledge the Landlord/Agent will not accept a Holding Deposit from another prospective tenant until the expiration of the Holding Deposit Acceptance Period (Item 1) which unless otherwise specified shall be 48 hours from the giving of a receipt.

5. Privacy

- 5.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
 - 5.2 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 tenancy and provide the services required by you or on your behalf.
 - 5.3 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, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) residential tenancy databases for the purpose of confirming details in your tenancy application and enabling a proper assessment of the risk in providing you with the lease; and/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; and/or
 - (4) previous managing agents or landlords and nominated referees to confirm information provided by you; and/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; and/or
 - (6) a utility connection provider where you request the Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Body Corporates.
 - 5.4 Documents or copies of documents provided to establish the identity of the Applicant/s or persons entitled to deal on behalf of the Applicant/s, will be retained by the Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
 - 5.5 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.
 - 5.6 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.
 - 5.7 If this Application is not accepted by the Landlord/Agent or is withdrawn by the Applicant/s, all information contained in this Application and the copy of any tenancy agreement remains confidential. This does not prevent any party making a disclosure required by law and does not include information normally in the public domain.
 - 5.8 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.
- ### 6. Data Collection
- Upon signing this Application the parties agree the Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Application and any subsequent tenancy agreement.
- ### 7. Provision of Documents
- The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in the Item Schedule.

8. Notes to Applicant/s

8.1 The following documents form part of this Application:

- (1) Application for Tenancy;
- (2) Terms of Application;
- (3) each Applicant's, Applicant Details Sheet; and
- (4) any other annexure and/or special conditions as provided by the Agent.

8.2 Each Applicant must read and initial every page as acceptance of the information provided.

8.3 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:
Email: Phone:
Rent: 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:
Email: Phone:
Rent: 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:
Employer/Business Name & ACN/Centrelink Details:
Address: Contact: Phone:

2.2 Previous Occupation:

Employment Type: Duration: Weekly Income:
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.

Name: 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:

The Applicant consents to the Agent making enquiries (in accordance with the Privacy Statement on the Application for Tenancy Form) to verify the information provided herein. Yes No

The Applicant has read the Application for Tenancy & agrees to be bound by the Terms of Application attached thereto. Yes No

Prior to signing this Application, the Applicant has been given a Form 18a General Tenancy Agreement (including Standard and any Special Terms) in accordance with Section 58 of the Residential Tenancies and Rooming Accommodation Act 2008. Yes No

Applicant's Signature: Date: / /