



# APPLICATION FOR TENANCY

Type of premises:  Furnished  Unfurnished

**Rent**  
 \$  per  months/  
 commencing from  /  /  for a period of  months/  
 /  weeks

**Residential Tenancy Agreement**

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

**Initial Payment**

Rental Bond	\$ <input type="text"/>
Rent <input type="text"/> months/ weeks <input type="text"/> days to <input type="text"/> / <input type="text"/> / <input type="text"/>	\$ <input type="text"/>
Residential Tenancy Agreement preparation fee	\$ <input type="text"/>
Sub Total	\$ <input type="text"/>
Less Reservation Fee	\$ <input type="text"/>
<b>Total</b>	\$ <input type="text"/>

**Initial payment must be made in cash or bank/building society/credit union cheque or money order. Personal cheques will not be accepted.**

**Notice**

If you dispute part or all of the amount specified by the agent in this itemised account, and if you have been unable to resolve the dispute, you may apply to the Fair Trading Tribunal for a determination of the matter. By law legal action to recover the amount specified in the itemised account cannot be commenced until 28 days after it has been served on you.

**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 Real Estate Agent and request that pending consideration of my application, the premises be reserved in my favour.

**Reservation Fee Conditions**

In accordance with Clause 12 of the Residential Tenancies Regulation 1995, it is hereby acknowledged that the taking of the reservation fee referred to in this Application for Tenancy Form is subject to the following conditions:

- The Applicant has paid a Reservation Fee of \$  equivalent to  days rent to reserve the premises in favour of the Applicant for a period of  days from  to  (The reservation fee is calculated on the basis that one day reserved equals one days rent, subject to a maximum of seven days rent).
- The premises will not be let during the reservation period pending the making of a Residential Tenancy Agreement.
- If the landlord decides not to enter into a Residential Tenancy Agreement on the agreed terms for the residential premises concerned during the reservation period, the whole of the fee will be refunded.
- If the entering into of the Residential Tenancy Agreement is conditional on the landlord carrying out the repairs or other work specified below and the landlord does not carry out the repairs or other work during the reservation period, the whole of the fee will be refunded.
- If the prospective tenant decides not to enter into such an agreement and the premises were not let or otherwise occupied during the period they were reserved, the landlord may retain so much of the fee as is equal to the amount of rent that would have been paid during the period the premises were reserved (based on the proposed rent) but is required to refund the remainder (if any) of the fee.
- If a Residential Tenancy Agreement is entered into, the reservation fee is to be paid towards rent for the residential premises concerned.

Details of any repairs or other work to be carried out by the landlord in accordance with condition 4 above:


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 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.

I/We,

Trading as

the Real Estate Agents, acting for the owner of the above premises acknowledge receipt of the above Application and the accompanying Reservation Fee and agree:

- (i) to reserve the premises for the period and in accordance with the conditions above stated,
- (ii) to notify the applicant within the reservation period whether or not the application has been approved,
- (iii) and if the applicant has been approved to also prepare within the reservation period a Residential Tenancy Agreement/Lease of the premises.

**Privacy Policy**

The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected about the Applicant in this application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent at the address and contact numbers contained in this application. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.

If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

Applicant's Signature

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Date

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Real Estate Agent's Signature

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Date

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Note: A copy of this document shall immediately after signing be delivered to the applicant for retention.

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