

www.rhq.com.au/noosahinterland

**- RENTING WITH RAINE & HORNE NOOSA HINTERLAND -
- Special Terms -**

Welcome, from Raine & Horne Noosa Hinterland

As a responsible tenant, we trust that the property you are renting will be kept in a clean and tidy condition. To assist you in meeting your obligations, we list the following points.

THIS IS A CASH FREE OFFICE; CASH WILL NOT BE ACCEPTED AT ANY TIME.

PAYMENT OF RENT

Initial payment of bond and rent is to be made by **BANK CHEQUE, MONEY ORDER OR INTERNET TRANSFER** (funds must be received in our account prior to signing of agreement). Cheques are accepted, thereafter, subject to being met on presentation, and may not be credited until cleared.

A fee will apply if a banking transaction is dishonored as charged by the bank. All future payments thereafter may be required to be made by bank cheque or money order.

Rental monies will only be accepted, during the following times:

Monday – Friday 8.30 am – 5.00 pm
Saturday 8.30 am – 1 pm

We are not open on Sundays or Public Holidays.

We offer options for the payment of rent, either cheque or money order or EFT at our office, cheque via the mail, or direct depositing procedures.

Failure to pay rental amounts will result in action for recovery in accordance with the Residential Tenancy Act, and all such matters are referred to our Debt Collection Agency.

RENTING WITH RAINE & HORNE NOOSA HINTERLAND

- Special Terms -

1. All applicants must be listed on the application form and provide the 100 point check.
2. BONDS: A full bond will be collected before any keys are released from this office, initial payment of bond must be in bank cheque, money order or internet transfer. It is office policy not to accept Bond Transfers from other Agencies. Our office does accept bond loans, however it will be the responsibility of the tenant to apply for the loan and have it approved. Keys will not be handed over until our office has a signed Bond Lodgement from the RTA.
3. Rent arrears will not be tolerated. Failure to pay rental amounts will result in action for recover in accordance with the Residential Tenancy Act, and all such matters are referred to our Debt Collection Agency.
4. No unregistered vehicles or cars used for wrecking purposes are allowed on the property at any time.
5. All pets that will be kept on the premises must be listed in the attached application form.
6. At the end of the Tenancy Agreement you are responsible to have carpets professionally cleaned and if pets kept, the premises sprayed for fleas.
7. As an obligation to the Landlord, routine inspections of the property are carried out every 3 months.

Application for Tenancy

(to be completed by all adult applicants and unaccompanied minors)

Item Schedule

Item

1. PREMISES DETAILS

Address: _____

Lease commencement date: ____ / ____ / ____ Lease term: 0 weeks / fortnights / months / years

Rent: \$0.00 per week / fortnight / month Bond: \$0.00 Holding deposit (if applicable): \$0.00

Total amount payable on signing of tenancy agreement: \$0.00 Holding Deposit Option Period: _____

2. APPLICANT'S DETAILS

Name: _____ Email: _____

Phone (H): _____ Phone (W): _____ Mobile: _____ Date of Birth: ____ / ____ / ____

3. APPLICANT'S HISTORY

3.1 Current Address:

Period of Occupancy: _____ Situation: **Renting / Owned / Other** Other Situation: _____

Landlord/Agent Details (if applicable) Name: _____ Phone: _____

Rent: \$0.00 Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: _____

3.2 Previous Address (if applicable):

Period of Occupancy: _____ Situation: **Renting / Owned / Other** Other Situation: _____

Landlord/Agent Details (if applicable) Name: _____ Phone: _____

Rent: \$0.00 Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving: _____

3.3 Have you ever been evicted from a premises? Yes No

3.4 Are you currently in debt to any landlord or agent? Yes No

4. APPLICANT'S EMPLOYMENT

(NOTE: If either occupation is self employment please provide a statement of income from your accountant or tax returns)

4.1 Current Occupation:

Employment Type: _____ Duration: _____ Weekly Income: \$0.00

Employer/Business Name & ACN/Centrelink Details: _____

Address: _____ Contact: _____ Phone: _____

4.2 Previous Occupation:

Employment Type: _____ Duration: _____ Weekly Income: \$0.00

Employer/Business Name & ACN/Centrelink Details: _____

Address: _____ Contact: _____ Phone: _____

4.3 Student at:

Course name: _____ Duration: _____

5. LANDLORD / AGENT

Name: Raine & Horne Noosa Hinterland ABN: 78 109 872 193

Address: 8 Reserve Street Phone: (07) 5485 1788

Pomona QLD 4568 Fax: (07) 5485 1787

Email: rentals.hinterland@rhq.com.au Mobile: _____

6. UTILITY CONNECTION

Utility connection provider: _____

Yes please contact me to arrange my utility connections

7. PETS

Type/Breed: _____ Number: 0

8. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

9. OCCUPANTS

Number of Adults: 0 Number of Dependants: 0

Full name/s of adult/s and unaccompanied minor/s to reside on the Premises:

1. _____ 3. _____
2. _____ 4. _____

10. REFEREES (All Referees should not be related to you)

Business Referee 1: _____ Phone: _____ Relationship: _____
Business Referee 2: _____ Phone: _____ Relationship: _____
Personal Referee 1: _____ Phone: _____ Relationship: _____
Personal Referee 2: _____ Phone: _____ Relationship: _____

11. EMERGENCY CONTACT

Note: This information is required in case we need to contact you as a matter of urgency arising from your tenancy and your normal contact details are not responding.

Next of Kin: _____ Phone: _____
Address: _____ Mobile: _____
Other: _____ Phone: _____
Address: _____ Mobile: _____

12. RENT PAYMENT METHODS & ASSOCIATED COSTS

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

- (a) Cash Cheque
 Deposit to a financial institution account nominated by the Lessor Credit Card
 Deduction from pay, pension or other benefit payable to the tenant EFTPOS
(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 12(b):

13. ADDITIONAL CONDITIONS

14. SIGNATURES

WARNING: PRIOR TO signing this Application AND paying monies to the Agent in relation to the tenancy the Applicant, by signing, acknowledges having been given a Form 18a General Tenancy Agreement (including the Standard Terms and any Special Terms & Conditions of the Agreement)

Applicant's Signature: _____ Agent's Signature: _____
Date: / / Date: / /

Terms of Application

1. Declaration

The Applicant declares:

- (1) that all the above details are true and correct,
- (2) not to be bankrupt or insolvent.

2. Applicant Agrees

2.1 The Applicant agrees that:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) the Applicant will sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (4) the Applicant understands that the Agent/Landlord is not required to give an explanation to the Applicant for any application not approved.
- (5) on acceptance of this Application by the Landlord being notified to the Applicant, verbally or in writing, the Applicant will rent the Premises from the Landlord under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amounts in Item (1) in an approved way as more particularly set out in the Tenancy Agreement. Such payments to be cleared funds prior to occupancy.

2.2 On the signing of this Tenancy Application the Applicant may be required to pay a holding deposit:

- (1) if the Tenancy Agreement is entered into the holding deposit must be applied in payment in whole or in part of the Rental Bond and rent.
- (2) if the Applicant's application is accepted and the Applicant does not enter into the Agreement the holding deposit will be forfeited to the Landlord.
- (3) if the Tenancy Application is not accepted the holding deposit will be refunded.

The Applicant acknowledges the Agent will not accept a holding deposit from another prospective tenant until the expiration of the Option Period (Item 1) which unless otherwise specified shall be 48 hours from the giving of a receipt.

2.3 On signing this Tenancy Application the Applicant agrees the Agent is authorised to make enquires to verify the information contained in the Item Schedule with relevant tenancy databases including databases of the Applicant's previous Letting Agents.

3. Privacy Statement

The Agent collects and uses personal information provided by you as the Applicant to assess your application for a residential tenancy and provide services required by you or on your behalf. You as the Applicant acknowledge the Agent may subject to the *Privacy Act 1988 (CTH)* (where applicable) collect, use and disclose your personal information as follows:

- (1) to the owner of the Premises to which this Tenancy Application applies; and/or
- (2) administration; and/or
- (3) legislative, regulatory and insurance requirements relating to administration of the Premises and use of the Agent's services; and/or
- (4) in order to facilitate the carrying out of works with respect to the Premises by tradespeople engaged by the Landlord/Agent.

If you have opted to use a utility connection service, you consent to the disclosure of the information contained in this application to the utility connection provider for the purpose of enabling the connection and/or disconnection of your services.

Without provision of certain information the Agent may not be able to act effectively or at all on the owner's behalf as a result of which your application may not contain sufficient information to be acceptable to the property owner. The Applicant has the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.

100 POINTS OF IDENTIFICATION CHECKLIST

Prior to any Tenancy Application being considered each applicant must produce 100 points of identification. Items marked with an asterisks(*) must be provided

..... Last 4 Rent Receipts	20 POINTS	<input type="checkbox"/> Phone, Electricity, Gas or Rates Bills	15 POINTS (each)	<input type="checkbox"/>
..... Drivers License	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"/> Current Vehicle Registration Documents	15 POINTS	<input type="checkbox"/>
..... Birth Certificate	10 POINTS	<input type="checkbox"/> Bank/Cr Card Statements	15 POINTS (each)	<input type="checkbox"/>
..... Pension or Health Care Card	15 POINTS	<input type="checkbox"/>			

TOTAL POINTS:

PRIVACY ACT ACKNOWLEDGEMENT FORM FOR TENANT APPLICANTS & APPROVED OCCUPANTS

This form provides information about how we the below named Agent handle your personal information, as required by the National Privacy Principles in the *Privacy Act 1988*, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application.

Member Name: Raine & Horne Noosa Hinterland

Address: 8 Reserve Street, Pomona QLD 4568

Phone: (07) 5485 1788

Fax: (07) 5485 1787

Email: rentals.hinterland@rhq.com.au

As a professional asset manager we collect personal information about you. The information we collect can be accessed by you contacting our office on the above number or addresses.

Primary Purpose

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property.

In order to assess your application we disclose your personal information to:

- The Lessor / Owners for approval or rejection of your application
- TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application
- Referees to validate information supplied in your application
- Other Real Estate Agents to assess the risk to our clients

Secondary Purpose

During and after the tenancy we may disclose your personal information to:

- Trades people to contact you for repairs and maintenance of the property
- Tribunals or Courts having jurisdiction seeking orders or remedies
- Debt Collection Agencies and affiliated industries
- TICA Default Tenancy Control Pty Ltd to record details of your tenancy history
- Lessors / Owners insurer in the event of an insurance claim
- Future rental references to other asset managers / owners

If you fail to provide your personal information and do not consent to the uses set out above we cannot properly assess the risk to our client or carry out duties as an asset manager. Consequently we cannot provide you with the property you requested to rent.

TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the National Privacy Principles in the *Privacy Act 1988*.

TICA Default Tenancy Control Pty Ltd (ABN 84 087 400 379) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the National Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by any of the following ways.

Phone: 190 222 0346 calls are charged at \$5.45 per minute including GST (higher from mobile or pay phone)

Mail: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$14.30.

Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows

Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Further Information About TICA

Full details about TICA can be found on TICA's website at www.tica.com.au under Tenant Information and Privacy Policies or by contacting The TICA Group on our helpline 190 222 0346 calls charged at \$5.45 per minute including GST (higher from mobile and pay phones)

If your personal information is not provided to The TICA Group the member may not proceed with assessing your application and you may not be provided with the rental property.

Signed By the Applicant

.....
Signature

.....
Print Name

.....
Signature

.....
Print Name

____ / ____ / ____
Date

.....
Witness

REQUEST FOR TENANCY REFERENCE

Attention: Property Manager

Agency: _____

Fax: _____

Tenant Name/s: _____

Property Rented: _____

Period of tenancy: _____ Rent Paid: _____

- Is/was the applicant/s the actual lessee at the provided address? Yes No
- Is the above applicant/s on a lease at present? Yes No
- If yes, what is the expiry date? _____
- Did or has your office terminated the tenancy? Yes No
- If yes, please state the reason _____
- If the applicant/s have left the property, when did they vacate _____
- During the tenancy was the applicant/s ever in arrears? Yes No
- During the tenancy did the applicant/s ever receive a notice to remedy Breach? Yes No
- If yes, please state reason _____
- During the tenancy did the applicant/s ever receive a termination notice? Yes No
- Were periodic inspections carried out? Yes No
- Were the premises found in a well maintained, neat & tidy condition? Yes No
- Any reason to report the applicant/s to TICA or Barclays? Yes No
- Were approved pets kept at the premises? Yes No
- Were unapproved pets kept at the premises? Yes No
- Did sub-letting with or without your permission occur? Yes No
- Were there any deductions from the bond (if applicable)? Yes No
- If yes, what were they? _____

Reference:

- Would you rent to the applicant/s again? Yes No
- The name of the person who has given the above information

Please return this fax to Raine & Horne Noosa Hinterland on (07) 5485 1787.

PRIVACY ACT ACKNOWLEDGEMENT

In accordance with the Privacy Act, I authorize you to give information to and obtain information from all credit providers and references named in this application. I understand this can include information about my credit worthiness, credit standing, credit history or credit capacity. I understand this information may be used to assess my application.

Applicant/s Name: _____

Applicant/s Signature: _____