

Information for Applicants

This form is designed to help IPM Investment Property Managers and the Owner choose who will rent the nominated premises.

This form is not, nor does it form any part of a Tenancy Agreement. The rights and obligations of Tenants and Owner are governed by the Residential Tenancies Act 2010.

Applicants will be considered in accordance with the Equal Opportunity Act 1995. There will be no discrimination based on age, sex, marital, parental or career status, pregnancy, sexual orientation, disabilities, physical features, race, religious, political or industrial activities or beliefs or personal association with someone else who may be treated unfairly on the basis of any of the above.

No fees will be charged for this Application.

Information supplied on this form is strictly confidential. IPM Investment Property Managers and the Owner may use it to perform a rental history check but will not provide it to any party unless they have written approval from the applicant.

Please contact our office if you have not heard from us within 2 business days of lodging your application.

If the Application is successful, you will be required to pay: a holding deposit (see terms of application); then 48 hours before your lease signing appointment, you must transfer using Bpay, the remaining rent + bond (equivalent to 4 weeks rent).

Remember, if your application is successful, it will be your responsibility to have all services such as telephone, gas, electricity connected in your name to coincide with your date of occupation.

It will also be your responsibility to insure your possessions. The Owner's insurance policy does not cover your possessions.

TERMS OF APPLICATION

1. Applicant's Warranty

The applicant/s warrant/s:

- (1) That the details provided on their Applicant Details Sheets are true and correct
- (2) That they are not bankrupt or insolvent

2. Applicant/s Agree

The applicant/s agree/s that:

- (1) That they have inspected the Premises as specified in the application form and accept its condition.
- (2) The Applicant/s will sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) This the Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (4) They understand that the Landlord/ Agent is not required to give an explanation to them for any Application not approved
- (5) 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 under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amount as specified in the application form by a method acceptable to the Agent. Such payments to be cleared funds prior too occupancy.
- (6) The availability of telephone lines; internet services; analogue, 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 enquires as to the availability and adequacy of such services before accepting the tenancy of the property. The landlord does 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, and the tenants must rely on their own enquiries.

3. Holding Fee

3.1 In accordance with Section 24 of the Residential Tenancies Act 2010, it is hereby acknowledged that the taking of the Holding Fee referred to in this Application is subject to the following conditions:

3.2 The Applicant/s, if approved, will pay a Holding Fee equivalent to 7 days rent to hold the premises in favour of the Applicant for a period of 7 days from the date of payment.

- (1) If the Applicant had paid a holding fee, the landlord must not enter into a residential tenancy agreement for the 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.
- (2) 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.
- (3) A holding fee must not be retained by the landlord if the tenant refuses to enter into the residential tenancy agreement because of misrepresentation or failure to disclose a material fact by the landlord or the landlord's agent.
- (4) If a residential tenancy agreement is entered into after the payment of a holding fee, the fee must be paid towards rent.
- (5) A tenant cannot be asked to pay a holding fee unless the tenant's application has been approved by the landlord and the holding fee does not exceed 1 week's rent of the Premises.

4. Privacy Statement

4.1 The agent collects and uses personal information provided by you as the Applicant/s to assess your application for residential tenancy and provide services required by you or on your behalf during the tenancy.

4.2 You as the Applicant/s agree the Agent may subject to the Privacy Act 1988 (CTH), (where applicable), collect, use and disclose personal information to:

- (1) The owner of the Premises to which this Application of Tenancy applies; and/or
- (2) (subject to the provisions of Division 2 of the Residential Tenancies Act 2010) tenancy databases for the purposes of property assessing the risk in providing you with lease; and/or
- (3) Tradespeople and similar contractors engaged by the Owner/Agent in order to facilitate the carrying out of works with respect to the Premises; and/or
- (4) Nominated Referees to confirm information provided by you; and/or
- (5) The Owner'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) TICA Default Tenancy Control Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application.

4.3 Without provision of certain information the Agent may not be 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 by the Owner.

4.4 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. Notes to the Applicant/s

5.1 The following documents form part of this Application:

- (1) Application for Tenancy (pages1-4)
- (2) Terms of Application
- (3) Each Applicant's Applicant Details Sheet
- (4) Any other annexure and/or special conditions as provided by the Agent/

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

5.3 For the purpose of the service of notice, service on any one Applicant shall be deemed to be served on all Applicants.

Applicants Name: _____ I Agree or manually sign here _____

*By selecting the "I Agree" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement.
By selecting "I Agree" you consent to be legally bound by this Agreement's terms and conditions.*