

# Application for Tenancy



To: the Property Managers

'The Griffin'

Cnr Giles & Jardine Streets, Kingston

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APPLICATIONS THAT ARE NOT COMPLETE OR DO NOT INCLUDE THE FOLLOWING DETAILS **WILL NOT** BE PROCESSED. PLEASE ENSURE THAT YOU READ THE FOLLOWING COVER PAGE AS THIS DOCUMENT FORMS PART OF YOUR TENANCY AGREEMENT.

- **Proof of your current income** – i.e most recent payslip, letter of offer, if you are self employed - accountants details or a copy of your latest tax assessment
- **Two forms of identification, one must be photo ID** – e.g. drivers licence, passport, medicare card
- **A rental reference from your present/previous Landlord or Agent** – Please attach rental ledger from Agent where possible. If a private landlord provide proof of tenancy i.e. copy of tenancy agreement, written reference. Home owners please provide proof of ownership i.e. rates notice.

***The property will remain on the market until a lease has been signed and initial rent has been received.***

## If your application is successful:

## Initialed

1. You will be asked to sign a lease within **24 hours**,  
or at another time agreed by both parties.
2. All relevant parties must be present at the time of signing the lease.
3. At the signing of the lease you will need to provide **up to 4 weeks rent**.  
This must be a bank cheque or money order (no cash or personal cheques),  
payable to **Maloney's Real Estate**.
4. A further amount equal to **4 weeks rent** (as your **bond**) is also due. This must  
be a bank cheque or money order (no cash or personal cheques), payable  
to **ACT Rental Bonds**. You may also provide credit card details for bond payment.
5. We DO NOT accept bond transfers and we DO NOT give bond transfers.
6. A condition of this application is that you understand all rents are to be paid via  
direct debit. Full bank details must be supplied and the necessary forms completed,  
prior to commencement of the tenancy and collection of keys.

## If your application is not successful:

- You will be notified by phone or e-mail and
- Your application form will be destroyed

Signed:

Dated:

/ / 

**\*\* PLEASE NOTE WHEN FAXING THAT THIS APPLICATION IS DOUBLE SIDED\*\***

# Application for Tenancy

Property Address:

Date Required:

Rental Amount:

Length of Lease:

## Who will occupy the premises?

Please tick box or indicate the number of people below (for multi-tenant applications we require a separate application form for each individual)

**Single**

**Couple** (Married/Defacto) or **Family**

people or

**Multi-tenant**

people

Name:

Age:

Relationship to other lease holders?

1.

2.

3.

4.

## Applicants Details:

Applicant Title: ie Mr & Mrs

Applicant Name:

Mobile:

Home:

Work:

E-mail Address:

Driver's Licence Number:

Date of Birth:

Age:

Before completing this form any further please read the following:

## Maloney's Privacy Statement

Maloney's is bound by the Privacy Act and respects your right to privacy.

We require you to provide us with personal information in this application for the purpose of processing your application for tenancy for this property. The processing of your application will involve the disclosure to the landlord the information contained in this form in order for the landlord to assess your suitability to tenant this property and, if successful, will form part of your tenancy agreement.

Part of this process is to verify the information that you have given with the nominated contacts provided in your application. By signing this statement, you are agreeing to allow Maloney's staff to ask the questions that they require, to assess your suitability to be considered for this tenancy. If you are providing a previous Real Estate agency as a reference, you will need to provide us with their fax number and arrange with them to fill out the questionnaire and return it to our office. (final page)

If you do not provide us with the requested information or permit us to confirm the information provided, we will not be able to process your application for tenancy.

Maloney's will not use the information provided by you for any other purpose than the purpose described above. If your application is unsuccessful then Maloney's policy is to destroy your application form in order to protect your right to privacy.

**I have read and agree with Maloney's Privacy Statement:**

Sign here

**If this section is not signed we will be unable to process this application.**

# Application for Tenancy

**Where have you lived for the past 10 years?** Please start with your most recent address.

Address	Dates at address	Rental price	Landlord's name & phone number <small>If you do not provide the phone numbers we will not be able to process your application</small>

## Please complete your current details:

Current Occupation:		Employer:	
Contact Name:		Contact Number:	
Duration of Employment:		Salary:	

## Pets: Will any pets be kept at the premises?

Please circle one: **YES** ☐ **NO** ☐ If Yes, what is the breed & age?  Age:

## Emergency Contacts *(this must not be another applicant)*

Name:		Name:	
Mobile:		Mobile:	
Home:		Home:	
Business:		Business:	
Relation to Applicant:		Relation to Applicant:	

## Rent Payment: *Fortnightly only*

Please nominate one

### Which payment fortnight?

Public Service Week ☐

Off Public Service Week ☐

### Which payment day?

Mon ☐ Tue ☐ Wed ☐

Thur ☐ Fri ☐

Initialled:

# Application for Tenancy

**Upon submitting this application, please understand the following conditions;**

- **YOU AGREE TO TAKE THE PROPERTY AS IT WAS INSPECTED.**
- If your application is successful, you must be available to sign a tenancy agreement within 24 hours, or at another agreed time.
- At the signing of the lease you will need to provide **up to 4 weeks rent**. This must be a bank cheque or money order (no cash or personal cheques), payable to **Maloney's Real Estate**.
- A further amount equal to **4 weeks rent** (as your **bond**) is also due. This must be a bank cheque or money order (no cash or personal cheques), payable to **ACT Rental Bonds**. You may also provide credit card details for bond payment.
- **A CONDITION OF THIS APPLICATION IS THAT YOU UNDERSTAND ALL RENTS ARE TO BE PAID VIA DIRECT DEBIT. FULL BANK DETAILS MUST BE SUPPLIED AND THE NECESSARY FORMS COMPLETED, PRIOR TO COMMENCEMENT OF THE TENANCY AND COLLECTION OF KEYS.**
- A copy of the proposed lease is available for your perusal by request, please contact our office for details.
- Keys will not be available for pick up until the lease start date, all required monies are paid, all relevant documents are completed, and only during office hours.
- If your application is successful and you sign a tenancy agreement with Maloney's your details will be entered into our database. The information within this database is secure and can only be accessed by employees of Maloney's. Please be aware that this information may be used solely by Maloney's in the future for such purposes as marketing.

**I/We understand that the information provided will form part of the Tenancy Agreement and that my application will be approved on this basis.**

## **Note for all prospective tenants**

The Residential Tenancies Act requires the lessor to advise you where you may find a copy of "The Renting Book" prior to entering into a tenancy agreement.

This can be obtained by contacting the Office of Fair Trading or from their website at :

[www.fairtrading.act.gov.au/Pages/Corporate/Publications.html](http://www.fairtrading.act.gov.au/Pages/Corporate/Publications.html)

and look for *Renting Book* (PDF)

- a guide to your rights and responsibilities as a tenant, property owner or real estate agent - issued under the *Residential Tenancies Act 1997*

***I/we understand that if this property is currently tenanted or under construction/re-construction, this application will be processed subject to the availability of the property on the due date and no action shall be taken by the applicant against the lessor or the agent should any circumstance arise whereby the property is not available for occupation on the due date.***

Signature:

Dated:

/ / 

## **Residential tenancies ACT 1997**

### **SCHEDULE PRESCRIBED TERMS**

The lessor and the tenant must comply with the prescribed terms.

1. (1) This tenancy agreement is made under the Residential Tenancies Act 1997 (the Residential Tenancies Act).
- (2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
2. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this tenancy agreement cannot contract in or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the tenancy agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

### **Costs and procedures for establishing tenancy agreement**

7. The lessor bears the cost of preparation and execution of this tenancy agreement.
8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The lessor must give must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than three weeks after the tenant has returned a signed copy.
12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

### **Information**

13. (1) The lessor must provide to the tenant a copy of an information booklet about the residential tenancies authorised by the commissioner of fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of where the booklet maybe obtained.
- (3) If the premises are a unit within the meaning of the Unit Titles Act 2001, the lessor must give the tenant a copy of the articles of the owner's corporation before the commencement of this agreement.

### **Bond and condition report Maximum bond**

14. Payment of a bond is not necessary unless required by the lessor.
15. Only 1 bond is payable for the tenancy created by this tenancy agreement.
16. The amount of the bond must not exceed the amount of four weeks rent.

### **Lodgement of the bond with the Office of Rental Bonds**

17. If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

### **If the lessor and tenant agree that the tenant is to lodge the bond**

19. If the parties agree that the tenant is to lodge the bond, the following applies:
  - (a) The tenant must complete and sign the bond lodgement form provided by the Office of Rental Bonds and the lessor must do the same;
  - (b) The tenant must lodge the bond and bond lodgement form with the Office of Rental Bonds;
    - (i) The tenant must lodge the bond whether or not the lessor signs the bond lodgement form; and
    - (ii) payment of the bond to the Office of Rental Bonds must be in cash, by bank cheque or by other means permitted by that office
  - (c) The lessor may require lodgement of the Bond before the lessor gives the possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgement of the bond (such evidence includes the receipt of the Office of Rental Bonds).
20. If the lessor is to lodge the bond, the following applies:
  - (a) On receiving the bond, the lessor must give the tenant a receipt for the bond;
  - (b) The lessor must complete and sign the bond lodgement form and the tenant must do the same;

- (c) The lessor must lodge the bond and sign the bond lodgement form with the Office of Rental Bonds within two weeks of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the lessor has a real estate agent, the agent has four weeks to lodge the bond;
- (d) The lessor must lodge the bond whether or not the tenant completes the bond lodgement form.

### **Condition report**

21. (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.
- (2) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.
22. (1) The tenant must examine the report and indicate on the report the tenants agreement or disagreement with the report items.
- (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.
23. The lessor must keep the condition of the report for a period of not less than 1 year after the end of the tenancy.

### **Rent and other charges**

#### **Rent and bond only as payment for the tenancy**

24. The lessor must not require any payment other than rent or bond for the following:
  - (a) The granting, extension, transfer or renewal of a tenancy or subtenancy;
  - (b) Vacating of premises;
  - (c) Obtaining a key to the premises;
  - (d) Information on the availability of tenant

### **Holding deposit**

25. The Residential Tenancies Act prohibits the taking of holding deposits.

### **Payment of rent**

26. (1) The tenant must pay rent on time.
- (2) The tenant must not use the bond money to pay the rent for the last weeks of tenancy.
- (3) The tenant and the lessor may agree to change the way the rent is paid (including, for example, where rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person.
- (4) The tenant and lessor may agree that rent is to be paid electronically.
27. The lessor must not require the tenant to pay Rent by post-dated cheque.

### **Maximum rent in advance**

28. The lessor must not require an amount of rent Paid in advance greater than one calendar month.

### **Rent receipts**

29. If rent is paid in person to the lessor or a real Estate agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by Post within one week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid;
- (2) A receipt should specify the following:
  - (a) The date of payment;
  - (b) The period in relation to which the payment is made;
  - (c) The premises in relation to which the payment was made;
  - (d) Whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.
32. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

### **Rental records**

33. (1) The lessor must keep, or cause to be kept, records of payments of rent.
- (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

### **Increase in rent**

34. The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies act.
35. The rent may not be increased by intervals less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of last increase.
36. (1) This clause applies if-
  - (a) The housing commissioner is the lessor under this tenancy agreement;

and;

(b) The commissioner has decided to increase the rent after the review of the rent under the Housing Assistance Act 2007, section 23.

(2) Despite the clause 35, the housing Commissioner may increase the rent.

(3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect.

37. The restriction on the increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last rent increase.

#### **Review of excessive rent increases**

38. The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.

39. (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act.

(2) On such application being made, no increase in rent is payable until so ordered by the Tribunal.

40. If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.

41. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

#### **Lesser costs**

42. The lessor is responsible for the cost of the following:

- (a) Rates and taxes relating to the premises;
- (b) Services for which the lessor agrees to be responsible;
- (c) Services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided.

(d) All services up to the time of measurement or reading at the beginning of the tenancy.

(e) All services after reading or measurement at the end of the tenancy providing the Tenant has not made any use of the service after the reading.

43. (1) The lessor must pay for any physical installation of services (e.g. water, electricity, gas, telephone line).

(2) The tenant is responsible for the connection of all services that will be supplied in the tenants name.

44. The lessor must pay the annual supply charge associated with the supply of water or sewerage.

45. If the premises are a unit under the Unit Titles Act 2001, the lessor is responsible for the owner corporation charges.

#### **Tenant's costs**

46. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.

47. The tenant is not required by the lessor to connect or continue a telephone service.

#### **Reading of metered services**

48. (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.

(2) The lessor must provide the tenant with an opportunity to verify readings and measurements.

49. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

50. (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor name within a reasonable time of the lessor becoming aware of the departure of the tenant.

(2) The tenant is responsible for payment of Services to the date of that reading or measurement.

#### **Tenant's use of the premises without interference**

51. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.

52. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

53. Unless otherwise agreed in writing, the tenant had exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

#### **Lessor to make repairs**

**Lessor to provide premises in a reasonable state at the start of the tenancy**

54. (1) At the start of the tenancy, the lessor must ensure that the premises, including any furniture, fittings and appliances (unless excluded from the tenancy agreement), are-

- (a) Fit for habitation; and
- (b) Reasonably clean; and
- (c) In a reasonable state of repair; and
- (d) Reasonably secure

(2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).

(3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed)

(4) The lessor or the tenant may change the Locks (at his or her own cost) in an emergency without the agreement of the other party.

(5) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible.

#### **Lessor to make repairs**

55. (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.

(2) The tenant must notify the lessor of any need for repairs.

(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or fuse.

56. The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

57. Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

#### **Repairs in unit title premises**

58. If the premises are a unit under the Unit Titles Act 2001, and the tenants use and enjoyment of the premises reasonably requires to the common property, the lessor must take all the steps necessary to require the owner's corporation to make the repairs as soon as possible.

#### **Urgent repairs**

59. The tenant must notify the lessor (or lessors nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.

60. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor.

- (a) A burst water service;
- (b) A blocked or broken lavatory system;
- (c) A serious roof leak;
- (d) A gas leak;
- (e) A dangerous electrical fault;
- (f) Flooding or serious flood damage;
- (g) Serious storm or fire damage;
- (h) A failure of gas, electricity or water supply to the premises;
- (i) The failure of a refrigerator supplied with the premises;
- (j) A failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering.
- (k) A fault or damage that causes the residential premises to be unsafe or insecure;
- (l) A fault or damage likely to cause injury to person or property;
- (m) A serious fault in any door, staircase, lift or any other common area that inhibits or unduly inconveniences the tenant in gaining access to the use of the premises.

#### **Tenant may authorise urgent repairs in certain circumstances**

61. If the lessor (or the lessor nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for the urgent repairs to be effected to the maximum value of up to 5% of the rent of the property over a year.

62. The following procedures apply to the urgent repairs arranged by the tenant.

- (a) The repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement.



- (b) If the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the tenants choosing;
- (c) If the repairs are arranged by the tenant in accordance with these procedures - the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
- (d) If the tenant does not act in strict compliance with this clause - the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

#### **Tenant to look after the premises**

**The tenant must take reasonable care of the premises and keep the premises reasonably clean**

- 63. During the tenancy, the tenant must;
  - (a) not intentionally or negligently damage the premises or permit such damage; and
  - (b) notify the lessor of any damage as soon as possible; and
  - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of commencement of the tenancy and the normal incidents of living.
- 64. The tenant must leave the premises-
  - (a) In substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
  - (b) In substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.
- 65. The lessor must not require the tenant to make alterations, or Improvements to the premises.

#### **Tenants of unit to observe articles**

- 66. If the premises are a unit under the *Unit Titles Act 2001*, the tenant must comply with the articles of the owners corporation and with any notice served in accordance with the articles, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.

#### **Tenant must make no alterations and must not add any fixtures or fittings without consent of lessor**

- 67. The tenant must not make any additions or alterations to the premises without written consent of the lessor.
- 68. (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
  - (2) The lessors consent must not be unreasonably withheld.
  - (3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
  - (4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises become property of the lessor.

#### **Tenant must not use the premises for illegal purposes and must not disturb the neighbours**

- 69. Unless otherwise agreed in writing, the premises for residential purposes.
- 70. The tenant must not:
  - (a) Use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessors interest in the premises;
  - (b) Or cause or permit nuisance;
  - (c) Or interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.
- 71. The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

#### **Tenant must not sell, dispose of, or sublet tenancy without consent of the lessor.**

- 72. (1) The tenant must not assign or sublet the premises or any part of them without consent of the lessor.
  - (2) Consent may be given at anytime.
  - (3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

#### **Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests**

- 73. The tenant is personally responsible for
  - (a) The actions or omissions of visitors, guests or other people on the premises if: The action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
  - (b) The person is on the premises with the permission of the tenant.
- 74. The tenant is not personally responsible for the actions or omissions of a person who is on the premise:
  - (a) At the request of a lessor; or

- (b) to assist the lessor perform any duties of the lessor under this tenancy agreement (whether at request of the lessor or the tenant); or
- (c) without consent of the tenant.

#### **Lessors access to the premises**

**Lessor cannot enter the premises except as provided in tenancy agreement**

- 75. (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.
  - (2) The tenant may permit access to the premises by the lessor at anytime.
  - (3) If requested, the lessor or the lessors agent must provide identification to the tenant.
- 76. The lessor must not have access to the Premises-
  - (a) On Sundays; or
  - (b) On public holidays; or
  - (c) before 8am and after 6pm other than -
  - (d) for the purpose of carrying out urgent repairs or for health and safety reasons in relation to the premises; or
  - (e) with the consent of the tenant.

#### **Access in accordance with tenancy agreement**

##### **Routine inspections**

- 77. The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.
- 78. In addition to the inspections provided for In the previous clause In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises-
  - (a) within one month of the commencement of the tenancy;
  - (b) in the last month of the tenancy.
- 79. (1) The lessor must give the tenant 1 week written notice of an inspection.
  - (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
  - (3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

#### **Access for the purchasers and new tenants**

- 80. The tenant must permit reasonable access to the premises during the period of three weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.
- 81. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective purchasers of the premises provided:
  - (a) The lessor intends to sell the premises; and
  - (b) The lessor has previously notified the tenant in writing of the lessors intention to sell.

#### **Access for making or inspecting repairs**

- 82. (1) On giving the tenant 1 week notice (or Such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
  - (2) For urgent repairs, the lessor must, give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

#### **Notice to vacate by lessor**

- 83. The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
  - (a) The address of the premises;
  - (b) The ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances' giving rise to the ground(s);
  - (c) That the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

#### **Notice of intention to vacate by tenant**

- 84. (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
  - (2) On receiving the notice to vacate the lessor may -
    - (a) Accept the notice and accept that the tenancy ends on the date nominated for the notice; or © Copyright Maloney's
    - (b) Apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.
- 85. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that certain date.

### Termination where premises are not fit for habitation

86. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) The premises is not fit for habitation; or
  - (b) The premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice was given.
87. (1) In either case the lessor must give not less than 1 week's notice of termination of tenancy, and the rent abates from the date that the premises was inhabitable.
- (2) The tenant may give 2 days notice of the termination of the tenancy.
  - (3) If neither the lessor nor the tenant gives notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

### Termination of tenancy by tenant

#### Termination on or after end of fixed term.

88. (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.
- (2) The tenancy ends on the date specified by the tenant.
89. (1) The tenant may give notice to terminate a Fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.
- (2) The tenancy ends in the date specified by the tenant.

### Termination or breach by the lessor

90. If the lessor breaches the tenancy Agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either-
- (a) Apply to the tribunal for an order terminating the tenancy; or
  - (b) Give the lessor written notice of intention to terminate the tenancy in accordance with clause 91.
91. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
  - (b) if the lessor remedies the breach within the 14- day period the tenancy continues;
  - (c) if the lessor does not remedy the breach within the time specified in the notice, or the breach is not capable of remedy-the tenant must give 2 weeks notice of intention to vacate;
  - (d) the tenancy agreement terminates on the date specified by the tenant;
  - (e) rent is payable to the date specified in the notice or to the date the tenant vacates, whichever is the later;
  - (f) if the lessor remedies the breach during a period of the notice of intention to vacate- the tenant, at the tenants option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

### Termination of tenancy by lessor

#### Termination for failure to pay rent

92. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground on non-payment of rent in the following circumstances.
- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
  - (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice
    - (i) served not earlier than 1 week after the day when the rent was due; and
    - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;
  - (c) If all the rent is not paid within 1 week of the date of service of the notice to remedy-the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate.
  - (d) No earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
  - (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;
  - (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

### Termination of tenancy for breach other than non-payment of rent

93. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:
- (a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
  - (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy -the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate.
  - (c) if the tenant does not vacate the premises within the period of two weeks after the date of service of a notice to vacate-the lessor may apply to the tribunal for an order terminating tenancy and the eviction of the tenant
  - (d) If the tenant breaches the terms of the tenancy on 3 occasions on any ground- on the third occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

### Termination of tenancy without cause

94. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the end of the notice provided that:
- (a) the notice is 26 weeks; and
  - (b) the notice does not require the tenant to vacate the premises during a fixed term.
95. (1) If a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.
- (2) in this case, the tenancy terminates on the date that the tenant vacates the premises.

### Termination of periodic tenancy

96. (1) if there is a periodic tenancy, the lessor may serve on the client a notice to vacate for the following periods on the following grounds:
- (a) 4 weeks notice if the lessor genuinely intends to live in the premises;
  - (b) 4 weeks notice if the lessor genuinely believes the lessors immediate relative intends to live in the premises;
  - (c) 4 weeks notice if the lessor genuinely believes an interested person intends to live in the premises;
  - (d) 8 weeks notice if the lessor genuinely intends to sell the premises;
  - (e) 12 weeks notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
- (2) In this clause:
- Immediate relative** means a son, daughter, son in law, daughter in law, mother, father, mother in law, father in law, brother, sister, brother in law or sister in law.
- Interested person** for the lessor, means a person who is not an immediate relative of the lessor but who has close family or personal relationship with the lessor and who has reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.
97. (1) if a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date the tenant vacates the premises.

### Notice of address of service

98. (1) At the commencement of the tenancy, the lessor and the tenant must give each other an address for service of notices.
- (2) if the address changes during the tenancy, the lessor and the tenant must advise the other party of the new address for service within 2 weeks of the change.
99. On vacating the premises, the tenant must advise the lessor of a forwarding address.
100. If 2 or more people share a tenancy, except where this agreement otherwise provided, they do so as joint tenants.

Applicant

Date:



PROPERTY YOU ARE APPLYING FOR WITH MALONEY'S

**(ONLY FILL OUT THE BOXED SECTIONS YOURSELF AND GIVE THIS FORM TO YOUR CURRENT LANDLORD OR AGENT TO COMPLETE THE REST AND THEY ARE TO FAX IT TO MALONEY'S)**

## Tenancy Application Questionnaire Approval Form

I/We

(Your name/s)

Authorise

(Agency/Landlord name)

Address for which reference is for

**To honestly answer the following questions and return fax this sheet to;  
Maloney's Real Estate on 02 6239 5711**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Have the tenant/s always paid their rent on time and in full?                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Has there been any occasions where the payment has been dishonoured?                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Have the tenants always kept the property in a clean and undamaged condition?             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Have all the agency/landlord inspections been satisfactory?                               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Have the tenant/s ever been issued a notice to remedy during the tenancy?                 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Would this agency/landlord be happy to lease another of their properties to the tenant/s? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. Will there be, or has there been, a claim on the bond to your knowledge                   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. Has there been any matters before the Residential Tenancies Tribunal                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Further comments or explanations in regards to any of the points above  
or of relevance to this tenancy application approval.

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Current Property manager/Landlord's Name

Signature/s

Date

Contact Numbers

I/we the undersigned tenant/s give approval for this information to be faxed/transmitted to Maloney's Real Estate for the sole purpose of approval for tenancy.

Signed and dated by tenant

Signature/s

Date

# Contact Details



## So our records are accurate -

please advise Maloney's of your current contact details.

You can fax this form to 02 6239 5711 or email to [admin@maloneys.com.au](mailto:admin@maloneys.com.au)

## Property Details

Address of Leased Property

Phone Number/s of Leased Property

## Primary Contact Details

Name

Mobile No. ☐

Work No. ☐

Email Address ☐

*Preferred contact method (please check)*

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## Secondary Contact Details

Name

Mobile No. ☐

Work No. ☐

Email Address ☐

*Preferred contact method (please check)*

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## Secondary Contact Details

Name

Mobile No. ☐

Work No. ☐

Email Address ☐

*Preferred contact method (please check)*

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## Secondary Contact Details

Name

Mobile No. ☐

Work No. ☐

Email Address ☐

*Preferred contact method (please check)*

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Thank you!