

Residential Tenancies Regulations 2020

Submission by Tenants Victoria

18 December 2019



How fair are Victoria's draft rental regulations?



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Overall message/summary

Tenants Victoria has worked hard to help make renting fair. 23 years is a long time to wait for laws to change, so there's a lot to do to meet community expectations. Whether the changes succeed in making renting safer and fairer depends on the detail in the regulations and careful implementation. We applaud the State Government for starting to implement consumer rights and safety standards for the nearly 1/3 of Victorians who rent their homes. Updating rental laws will make a positive difference to many of us, and help make our homes more secure, private and safe.

Now that we have been able to review the 484 pages of new legislation with the new draft regulations, we can let the State Government know where they've succeeded, where they need to do more, what can be done to really MAKE RENTING FAIR.

Many of our criticisms are because the effect of the changes or their timing hasn't been properly thought through. For example, under the current implementation timetable window coverings don't have to be installed until 1.7.2021, and like other minimum standards **only** kick in when people move, so they won't help people in public and community housing! This cannot be what was intended by the Andrews Labor Government!

Structure of submission

Where possible the submission discusses allied topics together, so that the full effect of the new rental laws is clear. However, small variation in details can be very important in how they affect renters and residents, so some repetition is needed. In addition, the RTA regulates ordinary tenancies, rooming houses, caravan parks and Part IV parks, with variations between these occupancies, and the agreements that underpin them. Unless otherwise specified, our comments should be taken to apply to all forms of residencies, despite only addressing the regulation in relation to Part 2.

Consumer Rights

What can renters expect from the new RTA Regulations

General criticism

The drafting of regulations unfairly or unduly limits the application of new rights in many cases, and will make the implementation of the RTAA much more complicated than it need be. This is disappointing for renters, and in some cases will make its application by landlords extremely problematic. For example, because there is no end date for transition to the new law, renters who were in their property at 18/6/19¹ and remain in their property, will continue to be subject to 6 monthly rental increases unless they sign a new agreement. This is just one example of an unintended consequence of the scheme established by the RTAA, and its regulations.

Other key changes that are expected to improve renters' situations such as minimum standards or

Intrusive question

"I wholly disagree that landlords have the right to ask about past rental history, to potential tenants. This would be classed as or used to discriminate. I also strongly disagree that any financial information should be provided to landlords or that the bond would be a loan. – Joy-3941

safety requirements will be delayed (in some cases indefinitely) or poor implementation under the current scheme means they will not have the impact that the community expects. The promise to change the game for renting was made to **all Victorians**, not just those who move in the near future. The delayed effect is particularly pronounced for some of the most vulnerable renters in Victoria –those in public housing or in community housing. Tightly regulated eligibility criteria governs access to public housing in Victoria.² Public renters generally are less likely to move from their homes (because of income restrictions or continuing vulnerability or the difficulty of obtaining appropriate alternate private rental properties). Similarly, community housing caters to higher vulnerability and low income renters, aiming to maintain affordable housing using formulae that matches rent payable to Commonwealth Rent assistance. The RIS refers to the poor state of some 'affordable private rental properties', but relies on the mobility of individual renters (i.e. moving or establishing new

rental agreements after 1.7.2020) to gain benefit of the changes. As the implementation currently stands, some renters will not benefit from minimum standards or safety protections. Appendix 1 contains a full list of our recommendations.

Application forms – prohibited questions – r15

The new draft r15 (s30C) limits the questions a landlord can ask a prospective renter. Banned questions include whether renters have previously taken any legal action, like applying to VCAT, or been in a dispute with the landlord, any questions about a renter's bond history, including whether there has ever been a claim made on their bond, credit/bank records that are unredacted, nationality/residency status if not required to assess whether the applicant is eligible for public or community housing, and for a copy of the renters passport where alternative proof of identification is available.

Tenants Victoria welcomes all of these valuable changes. They are important to help prevent discrimination (e.g. on basis of nationality or status) by excluding irrelevant information as well as to preserve privacy. Claims on bonds or previous disputes can have arisen due to no fault by a renter (e.g. not wanting to dispute dubious fair wear and tear claims by previous agents) and have no

¹ Commencement date fixed by Victorian Government Gazette, No S228, 12 June 2019

² <https://www.housing.vic.gov.au/social-housing-eligibility#eligibility-criteria>

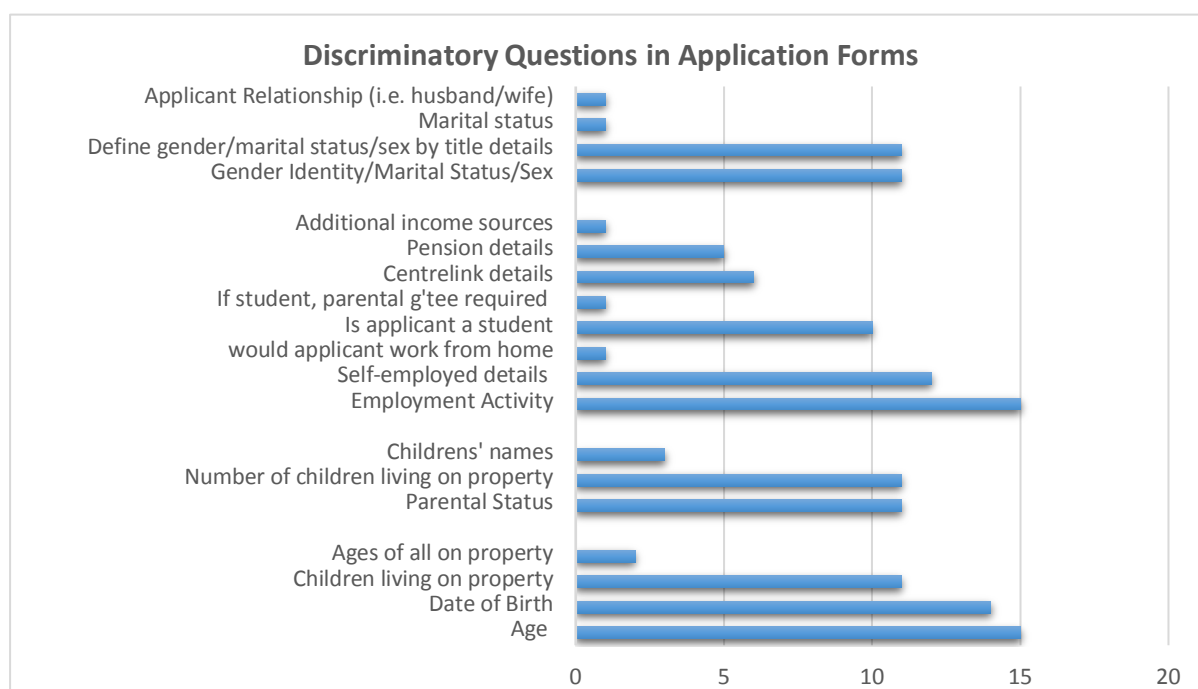
bearing on applications. Allowing questions about previous disputes has a dampening effect on renters, discouraging them from exercising rights under the RTA. Banning these type of questions will allow landlords to focus on the renter's current situation without being swayed by poor practices of other estate agents.

Landlords and agents can still ask discriminatory questions

Despite alerting renters to potential discrimination using the s29C statement, (see r14, Schedule 1, Form 3), some discriminatory questions can still be asked. These are generally irrelevant or should, if a rental application is assessed lawfully and without discrimination, be irrelevant. For example, a landlord can ask for marital status, family status and whether the renter has children. These questions, or questions that go to age, employment activity disability or any of the protected personal characteristics from r14 should be prohibited under r15.

What is current practice – discriminatory questions

To better understand the effect of the draft regulations, Tenants Victoria has reviewed 15 rental application forms from a representative sample of estate agents. These forms reviewed and their agencies are included in Appendix 4. The table summarises prevalence of discriminatory questions found in this review.



All of these forms require that **all** the questions they contain be answered, and supporting documentation provided, otherwise rental applications will not be assessed. They also **all** require applicants to sign disclaimers, privacy statements and give all consents before applications will be assessed.

What is current practise –other questions that should be prohibited

Using a bond loan

A renter should not be asked if they are using a bond loan. Tenants Victoria is aware of landlords or property managers refusing to accept an application once they become aware that a DHHS Bond

Loan is being sought or will be used to pay a bond.³ The prospective renter's ability to pay rent is not related to their ability to stump up for a new bond, while awaiting return of a previous bond. The question is likely to negatively affect people fleeing family violence. The bond loan scheme is a positive measure that promotes housing affordability and availability and has been proven to work. Allowing this type of question militates against and could render ineffective a Victorian government program that assists renters to be housed.

Asking for payment before providing a rental agreement

Renters routinely report to Tenants Victoria that property managers ask for rent and/or bond before providing a tenancy agreement for the renter to review. It is not uncommon that after paying the money, the renter discovered unfavourable or harsh terms and then wishes to void the transaction. Despite s50 of the RTA in relation to holding deposits, renters frequently report difficulties with having their money returned. This practice is extremely widespread. In any contract, the terms should come before payment. Requiring rent and bond payments before providing contract terms should be banned and parties should be given an opportunity to be clear on the exact nature of the agreements they are entering into prior to payment being requested.

Two thirds of the application forms reviewed required payments of rent, bond or both before a rental agreement was provided. Rental agreements are the only consumer contract where it is expected that payment will be made before even seeing the contract. This common practice should be explicitly prohibited.

Requiring applicants to commit to renting a property before providing a rental agreement

In addition to routinely being required to pay rent and/or bond before being provided with a rental agreement, many application forms also require renters to agree that they will enter an agreement before they are presented with a rental agreement. Six of the 15 rental application forms reviewed by Tenants Victoria required applicants to sign disclaimers that they agreed to enter into a rental agreement if their application was accepted prior to being presented with a rental agreement. Being asked to commit to a contract without having the opportunity to review and negotiate the terms and conditions should be explicitly prohibited.

Landlords can still ask irrelevant or intrusive questions

Many, if not most, estate agents use tenancy databases to help them assess tenancy applications. These are regulated, and can be corrected by renters but making sure that irrelevant and intrusive information is not added to these databases will help protect renters' rights. The draft r15 will help renters avoid some irrelevant questioning about rental disputes or bond history. However, it could be made clearer, using examples to show that it extends to bans on questions about previous eviction or debt owed to a former landlord or property manager.

Some application forms require information on why the renter left a previous address. The current draft r15 prohibits questions about previous rental disputes and rental bond history, but does not stop intrusive and irrelevant questions such as this. If a renter did leave a previous rental property because of legal action between themselves and their former landlord, and does not answer the question, the assumption will be made that leaving related to a dispute. In effect the current prohibition doesn't work without further prohibitions on questions about previous rentals. A renter may have moved due a wide range of factors, such as changes to work or personal circumstances, relationship breakdown or other household members moving out and making the property

³ One of the 15 application forms surveyed asked these questions, it is notable that this agency operates in a regional area where vulnerable people find it difficult to obtain housing. Another 2 agencies included advertisements for a bond loan company, however only one of these acknowledged that it received 2% commission if the renter used that company.

unaffordable. All 15 rental application forms reviewed required renters to disclose how long they lived in their former homes and the reason for leaving. It is hard to conceive how banning this type of question would harm a landlord's ability to assess a renter.

A common irrelevant question is "Are you applying for other properties?" Two application forms required this information. Tenants Victoria does not understand why this is relevant to assessment of a renter's suitability to rent a property. It should be banned.

No choice but to give private data

I have completed 2 rental application via '1form', a third party online organisation that real estates use to collect data. I have no idea who this organisation is.

I had to tick an 'agreement' box/terms and conditions to give them access and use of my data.

A lot of the data I had to enter on the form I consider personal and private, but a renter has no choice but to give this information away and sign away their privacy to this unknown, anonymous corporation, because the real estate offered no alternative each time.

This is the 'choice' one has in the matter: either give your data away to this anonymous organisation, or be homeless (because you can't rent without filling in the '1form' database).

In addition, I had to provide two personal and two work references.

It is no business of my manager or my colleagues if I am moving house, or if I am renting, apart from my needing to provide a home address for HR.

It is totally inappropriate and humiliating that I should have to divulge this information to work colleagues against my will.

Ross – 3168

Currently landlords and estate agents ask irrelevant questions such as whether the applicant owns an investment property or what is the applicant's net worth. Six of the 15 Rental application forms reviewed required this information and details of the managing agents/sales agents for these properties! Tenants Victoria is aware that these questions are asked as a means of generating new clients for real estate agencies or related investment companies. Most application forms also required evidence of income or financial details far in excess of that needed to determine whether a tenancy would be sustainable. Despite its lack of relevance to the application, this information was required before the form could be processed. We are pleased that s30B bans landlords and agents from using information disclosed by renters for reasons outside the application, but r15 does not prohibit it from being asked. r15 should be amended to ban questions of this type from being asked.

Application forms that require renters to surrender rights

Victoria is aware of rental applications that require a potential renter to give permission for, or waive their rights to object to, database searches or inclusion in databases, despite the provisions of s30C and r15, which prohibits the landlord from requesting details where there may have been previous legal action between renters and landlords.

Of the 15 rental application forms Tenants Victoria reviewed **all** required renters to expressly consent to landlords accessing tenancy databases otherwise their application forms would be refused. Many of these forms also required applicants to consent to any information located on tenancy databases to be shared for reasons other than assessing the applicant for the rental property. This included sharing this information with REIV, other tenancy databases, and with debt collection agencies,

credit providers and related persons to permit them to contact or locate renters. These forms also require consent to list personal details on databases if the landlords/agents **believe** renters have breached the tenancy agreements during a tenancy.

Under the RTA⁴ a renter can **only** be listed on a tenancy database if:

- they owe a landlord more money than the bond will cover; or

⁴ Part 10A RTA

- VCAT has given a landlord a possession order for the property because a renter:
 - breached the tenancy agreement;
 - maliciously caused damage;
 - used the property for illegal purposes;
 - sub-let/assigned without consent;
 - caused danger to neighbours/co-resident;
 - was in arrears; or
 - breached a compliance order made by VCAT.

If there are legal grounds for a renter to be listed on a database the law requires the landlord give the renter the information to be listed at least 14 days before the listing, and that they must consider any objections or changes by the renter.

An allegation by a landlord of a breach of agreement **is not**, without a possession order from VCAT, grounds for listing a renter on a database. Any disclaimer on an application form that purports to agree to allow database listing as a condition of acceptance of an application form should be expressly prohibited. Note that these types of disclaimers are in direct contradiction of amendments to the RTA and Regulations to avoid and void listings relating to family violence.

Requiring renters to agree to other broadly worded disclaimers affecting their rights should also be strictly prohibited. For example eight of the 15 application forms reviewed required renters to sign disclaimers that they found the property reasonably clean and would accept it in its current condition, or would not take any action against a landlord if the property were not available on the day the tenancy were to commence, despite landlord's having a duty under section 65 of the RTA to ensure the property is both reasonably clean and vacate on the day the tenancy is to commence, along with their continued duty under section 68 of the RTA to ensure the property is maintained in good repair.

All disclaimer statements attempting to affect renters' rights should be strictly prohibited.

As digital forms become more common, the ability of a renter to submit an application form without answering all questions is reduced. Tenants Victoria would like to see further regulation of digital forms that do not allow for non-completion of all questions (i.e. can't submit without answers in all fields).

Some rental applications also require an applicant to agree to contact from other organisations, third parties or services allied to the real estate agent in order to make their application for the property. It is not possible to complete an application without agreeing to this. While reputable estate agents have extensive privacy policies that explain the use of this information and how a renter can later opt out of contact, a renter should not have to agree to supply this information to third parties as a by-product of seeking a new home.

All 15 rental applications reviewed by Tenants Victoria required renters to agree to having their personal information disclosed to third parties, in breach of their right to quiet enjoyment under s67 of the RTA. Many also included "secondary" disclosures forcing applicants to agree to having their information shared on the internet, shared for marketing purposes and for various other reasons that are unrelated to applying for a tenancy.

Real estate agents may use a third party organisation or app⁵ to collect information for rental applications. The r16 prohibitions should be extended to third party information aggregators or companies that collect information for real estate agents or landlords use.

Limitation on documents to verify identification (e.g. 100-point check)

Banks and other institutions that need to verify identification use the Australian standard 100-point check⁶ for identification for financial transactions. Information sought from renters should not be onerous and should be limited to the type of documents commonly used by these institutions. Tenants Victoria notes that this aligns with State Government work by Service Victoria to establishing appropriate assurance levels to verify identity for government transactions including digital transactions.

In the application forms reviewed by Tenants Victoria whilst many agencies expressed that only a 100-point identification check was required, the forms set the point values significantly lower than those accepted by Government and financial institutions, requiring renters to provide significantly more personal information and identification than should be required. For example, while Government and financial institutions provide birth certificates with an identification value of 70 points each, some of the application forms viewed by Tenants Victoria ranked them much lower allocating on 20-40 points for the same forms of identification.

Mandatory pre-disclosure – r16

Timing of disclosure

Consumers who are informed are able to make choices that are in their best interests, and providing information **before** a consumer makes a decision helps make a market fairer. Accurate and relevant information is important, and the greater the commitment in a buying decision, the more important the information becomes. Moving house is expensive, and often disruptive. A national report by Choice found costs included mail redirection, removalist fees, utility disconnection/connection fees, payment of rent for two properties, cleaning and removal costs, and time off work⁷. Knowledge about the property (that it will be safe, secure and affordable) enables a prospective renter to rationally consider whether to apply to rent. The steps that have been made to creating consumer rights in the RTA and supporting regulations are valuable, but Tenants Victoria considers these changes will not be effective unless disclosures must be made at the time of application for a property, and certainly before a renter is required to sign a lease. We recommend that r16 be clarified to state that to comply with the requirements set out in s30D the information listed in r16 must be provided **at the time of application** and at **least 5 business days**⁸ before asking lease to be signed. If it is not possible to do this in the regulation, then the RTA should be amended to provide for this.

⁵ One example is the 1Form website which aggregates tenant data so that renters can apply for more than one property. The website notes that “Some agencies will request that you answer questions that are outside of what is included in the standard application. If these are not marked as mandatory, we suggest answering if possible, as this can show how you are most suited to the property”

⁶ See for example that used by the Australian Federal Police: <https://www.afp.gov.au/sites/default/files/PDF/NPC-100PointChecklist-18042019.pdf>

⁷ *Disrupted: The consumer experience of renting in Australia*, Choice, National Shelter, NATO, 2018, p.17

⁸ This is the time allowed under the RTA to make a thorough inspection of the property-s35RTA.

Additional mandatory disclosure items – changes needed to r16

Tenants Victoria sought a disclosure by the landlord of a number of items relevant to a renter's decision to rent a home. While some of these have been included in the draft regulations⁹ (LIST), the mandatory predisdisclosure regime is still deficient because key items have not been included – these relate to safety and security of the prospective renter, as well as their ability to make an informed decision on renting the property.

Utilities

r16 should be amended to include mandatory disclosure that the property is separately metred. It is not always apparent on inspection that a separate meter is available.

Also, while internet connection must be disclosed on the condition report, it should also be a mandatory disclosure. Renters should be told before they sign if there is NBN or ADSL line ready for the renters use via an ISP. Despite r22 that ensures that initial connections are made at the cost of the rental provider, there appears to be no clear way to compel installation of this infrastructure. Given the importance of access to the internet, notification that it is available is a relevant consideration for prospective renters.

Safety changes to mandatory disclosure items

Mould and Damp

Before a prospective renter enters a tenancy, they should be aware of whether there has been repairs undertaken for mould and damp. Knowledge of previous repairs of damp and mould will help prospective renters make an informed decision on whether to seek to rent a premises. At the very least being on notice of previous repairs would alert prospective renters to make enquiries about the nature and extent of the damage.

This information is not covered by other obligations, is not readily discoverable by the renter, is not already managed by other means and does not require the landlord to undertake investigations. The RIS does not give specific rationale for rejecting this suggestion by renter advocates, other than citing “the cumulative burden that managing a larger list of required disclosures would impose on landlords, particularly institutional landlords”¹⁰. If immediate mandatory disclosure of this safety issue is a concern for housing providers such as Director of Housing or some community housing providers, a phased approach could be included in the regulation. In our submission, a requirement to disclose this information supports the consumer rights and health and safety of renters, is a condition readily able to be met by most landlords, and supports other changes already proposed by the RTAA and draft regulations.¹¹ We recommend that the regulation be changed to include disclosure of previous mould and damp repairs, and a history of any flood or water ingress to the property.

Heritage status

Modifications without consent are limited by whether the property is a “registered place” under the Heritage Act¹², but draft r16 **does not** require the landlord to disclose the property's known heritage status. Compared to the renter, the landlord is more likely to know of the heritage status of a property. As this status would affect how a renter lives in the property, it is reasonable that a landlord be required to disclose this status to prospective renters.

⁹ R16 includes safety information and other relevant information relating to quiet enjoyment such as building notices.

¹⁰ RIS, p.79

¹¹ For example, draft Schedule 4, Rental Minimum Standards (under r29) includes requirements on structural soundness, mould and damp which are only known or able to be known by the property owner who has records of expenditure.

¹² R26(a)

We recommend that the regulation be amended to include the heritage status of the property.

Insulation

A prospective renter needs to be able to make an informed decision on whether the property they are applying for will be affordable. One of the elements in this consideration will be the likely running costs of the property such as energy costs. The renter cannot, during a cursory inspection, discover whether the property has insulation whereas the landlord is more likely to have this information. The landlord should be required to disclose whether the property is insulated, and the type of insulation.

Energy efficiency Rating

As set out above, to make a reasoned decision on renting a home, requires knowledge of its energy costs. The Victorian government has developed the very useful Victorian Energy Efficiency Scorecard to provide this information. Results of a scorecard rating or similar rating should be disclosed to prospective renters.

Asbestos

Tenants Victoria considers that rental properties should be safe for renters and that renters should be notified of relevant matters about the rental property that affect or could affect their safety. Asbestos has long been known to be a dangerous substance. Friable or damaged asbestos, even in small quantities can have catastrophic effects¹³. Ordinary risk management principles would suggest that an informed consumer/renter can avoid a known hazard. There is no other consumer product other than rentals whether the provision of such good or services would be permitted without it being warranted as safe. Presence of asbestos causes schools to shut down¹⁴ until appropriately dealt with, so why should it be any different when the child goes home. It was commonly used in building, however it can be difficult to tell on cursory inspection whether a building material contains asbestos¹⁵¹⁶¹⁷. Unfortunately, it was a common practice when renovating to dump or bury asbestos building materials (instead of the more expensive option of disposing of it safely). This resulted in contamination of many back gardens throughout Victoria, endangering the children who play there, and pick up broken asbestos.

¹³ Asbestos related diseases can take many years to develop, these include asbestosis, lung cancer, reduced lung capacity and malignant mesothelioma <https://www.betterhealth.vic.gov.au/health/healthyLiving/asbestos-and-your-health>

¹⁴ <https://www.heraldsun.com.au/leader/asbestos-found-on-footscray-primary-school-oval-forcing-kids-off/news-story/811f9edcbdf524aad391c2b1ac7c30eb>

¹⁵ A discussion of risks of asbestos created by drilling, cutting or sanding and recommendations for dealing with it in the home can be found at www.betterhealth.vic.gov.au/health/healthyLiving/asbestos-in-the-home. The advice states that: *'It is difficult to tell whether a building material contains asbestos, and the only way to be certain is to have a sample of the material tested by an accredited laboratory (see Where to get help section). If the material is not tested, it should be treated as though it contains asbestos'*.

¹⁶¹⁶ Common Domestic applications of asbestos includes vinyl tiles, hessian sacks used to carry asbestos used as lining under carpet and tiles, millboard behind heaters and stoves, asbestos cement sheeting in various forms and styles on walls and eaves, insulation inside fuse boxes, asbestos ceiling insulation, asbestos plasters, asbestos mixed into paint to give walls and ceilings a textured look. <https://www.asbestosdiseases.org.au/asbestos-info/asbestos-products/>. The Asbestos Awareness and Eradication Agency raises concerns about the amount of asbestos in residential buildings given Australia's love of DIY and renovation and cites "sleeper" locations for asbestos as including kitchens, bathrooms, fuse-boxes and floors. <https://www.asbestossafety.gov.au/news/asbestos-awareness-week-2019-asbestos-lurks-more-places-you-d-think>

¹⁷ Draft Regulations r16(b)(iii)

¹⁶ Information for Estate Agents <https://www.asbestossafety.gov.au/real-estate-agents>

The current draft regulation limits the required disclosure of information to knowledge by the rental provider of assessment of the property to have friable or non-friable asbestos¹⁸. This does not require the landlord to disclose the results of the assessment, merely the fact that it has or has not been done. The regulation should be redrafted to explicitly require disclosure of results of assessment.

Further the regulation does not require the landlord to enquire about or undertake asbestos assessment. The Australian Government agency responsible for prevention of asbestos-related diseases advises estate agents that it is common for a house built before 1990 to contain asbestos and recommends that *“all property managers or homeowners get an asbestos survey of their property to identify if asbestos is present and if it needs to be managed or removed”*.¹⁹ Landowners are more likely than renters to know whether asbestos is present (due to prior renovations, disclosure on conveyance for example). They should be required to seek information about asbestos and disclose it to their potential renters.

We recommend that the regulations be changed to read:

The landlord must disclose:

- a) If they are aware that part of the building contains asbestos,
- b) Affirm that they have made a visual inspection of the asbestos (if present) at the start of the tenancy
- c) Disclose if they have obtained a report in relation to the asbestos, and
- d) Disclose if the report has identified asbestos including any friable or broken asbestos.

Minimum standards met

A key change established by the RTAA and Regulations is the creation and imposition of minimum standards for rental properties. However, at the point when a prospective renter is applying for a property, the renter is not aware whether the property currently meets the minimum standards or not. This is relevant, as the remedy for a property that does not meet the minimum standards is the renter taking action at VCAT to enforce the relevant minimum standard as an urgent repair. Many renters would think twice about beginning their relationship with their landlord with a VCAT application, and would prefer to know in advance of signing a binding lease whether making their new home liveable would require a dispute with their landlord. Landlords whose properties met the minimum standard, would have no hesitation in asserting this. On the other hand, the requirement to warrant that a property meets minimum standards should encourage landlords and their estate agents to make appropriate enquiries before attempting to let the property. Tenants Victoria recommends that the regulation be changed to require that a rental provider advise a prospective renter that the minimum standards are met.

Site subject to subsidence –r77

Tenants Victoria supports the submission by Housing for the Aged Action Group that site owners should be required to disclose whether the Part 4A site, Part 4A park or any other site in the Part 4A park is prone to or has a history of subsidence.

We understand that subsidence can cause serious structural damage to Part 4A dwelling before or as a site tenant identifies that it is occurring, leaving them with significant repair bills and without

18 Asbestos Safety and Eradication Agency, Information for Estate Agents <https://www.asbestossafety.gov.au/real-estate-agents>

remedies for any loss they suffer. In at least some cases, remediating subsidence will also involve very substantial disruption and inconvenience for site tenants (as well as site owners).

Quiet enjoyment changes to mandatory disclosure

Renters should be entitled to know whether others have rights in relation to the building in which they live. For example, what area is controlled by a body corporate, rather than by the landlord and therefore must be shared. Sometimes this will be obvious, but some walkways or paths or courtyards may appear to be “private” and form part of a rented premises, but are governed by owners corporation rules that limit use. Providing this information will complement the current draft r16(f) that requires a copy of owners corporation rules to be provided to the tenant. Tenants Victoria recommends that the regulation be altered to require the rental provider advise the prospective tenant which areas are controlled by or subject to owners corporate rules.

Registration status of rooming house operator – r42

Rooming house residents are often extremely vulnerable or have a range of vulnerabilities that may limit their ability to access information. In addition, the rooming house residents may have experienced a number of rooming houses. Tenants Victoria through its outreach to those experiencing homelessness and living in rooming houses, often encounters unregistered rooming houses and unregistered rooming house operators. We are also aware of instances where despite the rooming house owner being a “fit and proper person” under the legislation, the rooming house itself is not registered.

It is also common that neither of these criteria are met. Assessment by the Business Licensing Authority is intended to provide comfort to residents that their landlord is of good character, and recognises that the vulnerability of rooming house residents means that greater regulatory control is needed than in the general rental market. The Registration of premises should indicate that the rooming house meets minimum habitable standards, however the division in enforcement between local councils (property registration) and proprietor assessment (fit and proper person test), means in practise that enforcement of the scheme is not as rigorous as these residents deserve. While Consumer Affairs Victoria hosts both registers on its website, the two do not correspond and cannot be searched at the same time, making it difficult to ascertain the status of a building and person.

Potential rooming house residents may be extremely vulnerable, and need accommodation rapidly; they **should not** have to search out this information by checking separate two online registers before applying for a rooming house place.

Bond limit – r17

Tenants Victoria is pleased that the monetary limits in the Act have been updated to recognise cost of living changes since the passage of the RTA in 1997 and that bonds will now be limited 4 weeks rent where the rent is up to \$900 per week.

Prohibited terms – Consumer protections applying but only where new agreement

What to do with existing tenancies

Under the proposed regulations, a number of important consumer protections will apply to tenants who enter a new rental agreement after 1.7.2020. (This creates inequity in the protections applicable to new agreements and disadvantages those loyal and longstanding tenants who remain in properties due to existing leases (currently available in standard leases up to or above 5 years) or whose tenancy has rolled over into a continuing periodic tenancy. It is clear from modelling in the

RIS²⁰, that application of new provisions due to new tenancies or agreements over a 10-year period has been anticipated. We appreciate the practical problem of imposing new terms during an existing tenancy, but in our submission this issue can and should be avoided.

Where a policy decision has been made to prohibit an objectionable agreement term, this should apply across the board. In our submission, where a term is prohibited, it should be void and of no effect for **all** tenants. We recommend that this change be undertaken (either by a new regulation or via an amendment).

These protections are contained in the prohibition on specific terms in the agreement or in the prescribed standard form lease. The standard form lease will be discussed later in this submission together with other forms.

Prohibited terms established by RTA regulations – r11 (renter), r39 (Rooming House)

The amendments to the RTA have made significant progress in outlawing unfair terms in rental agreements. The clauses that require renters to take out insurance, or exempt landlords or their agents from liability for their own actions, ask renters to pay an increased rent or a penalty or damages if a renter breaches the agreement²¹. The groundwork laid by the changes to the RTA is further detailed in the new draft r11 (s27(1)(g)).

A routinely seen term purporting to stop a renter from claiming compensation if a rental property isn't ready on the day the rental agreement starts is unfair and limits the renter exercising the rights given by the RTA. We support prohibition of this type of clause.

Tenants Victoria has for many years been concerned about rent methods that accrue charges that the renter must pay. We welcome the prohibition of these types of terms.

A common clause seen in rental agreements at Tenants Victoria has attempted to make renters liable for a landlord's VCAT filing fees. VCAT is a jurisdiction where costs are not automatically awarded, this attempt by estate agents to defray costs has been very common in leases seen by Tenants Victoria. The reality is that a decision to issue at VCAT may be unfounded, based on misunderstanding of "fair wear and tear" or simply malicious. The costs of enforcing a landlord's rights are business expenses that can be deducted from profits earned in taxation returns. Banning this clause is a positive step forward, and we welcome this change, as it helps rebalance the rights between landlord and renter.

Tenants Victoria welcomes the further improvements made in the draft regulation but considers that these should go further to properly ensure renters have strong consumer protections. The positive changes that have been included in r11 will prevent unfair terms and are important improvements for a number of reasons.

Need for further prohibited terms

In our experience it is rare for real estate agents to use the form currently prescribed by s29 RTA. Most renters are not in a position to negotiate the "fine print" of their lease. The power balance between a renter and a landlord is strongly in favour of the landlord. The availability of rental properties at a price that the renter can afford is generally limited (and particularly for vulnerable renters), so a renter may effectively have little choice but to take it or leave it, whatever the terms of

²⁰ RIS p 154 & following

²¹ See s27B RTA.

the lease. In Tenants Victoria's experience unfair terms in rental contracts are ubiquitous and it is rare to see a lease without unfair terms. These types of unfair or onerous terms are contagious, seeming to be adopted by one property management company to another as soon as they appear in their rival's standard lease.

Limiting activities based on an insurance policy

Banning terms that limit renter's activities in a property based on the landlord's insurance policy or premiums is important. A renter has no control over or knowledge of the landlord's insurance arrangements. The insurance is a third party contract. The landlord's previous history may restrict it to a poor insurance policy with restrictive terms. Alternatively, relatively cheap insurance cover may be given on condition of highly restrictive uses of the property. In any event, the renter should be able to use the property as a residential property without undue restriction, whatever the landlord's insurance arrangements. The wording of draft r11 implies that a contract can be drafted to limit use of property by a renter. This conflicts with s67 duty to provide quiet enjoyment and should be amended to clearly state that a landlord *"cannot limit use because of an insurance contract"*.

Insurance excess and similar terms

Other objectionable terms are those that require a tenant to pay the excess on a landlord's insurance policy, or allow insurance companies to seek to recover from renters, costs relating to their landlord's claim. We have been contacted for help by renters where they have been asked to pay their landlord's excess, and later are pursued by the insurer trying to exercise its right of subrogation. As stated above, the insurance contract is one between the landlord and their insurance company, but in addition, these types of clauses fundamentally skew the application of the insurance contract, and are disruptive to the insurance market. If a rental provider can recover excesses from a renter they may opt for a higher excess to obtain a lower premium for themselves. This is unconscionable.

Renters are third party beneficiaries to the landlord's insurance contract

Renters in a property that is insured under landlord insurance, are not mere bystanders. The property is their home. They have an interest in the loss sustained or caused to the property, as their home is disrupted. When a claim is made, and an insurer acts to repair an insured property, the renter, although a stranger to the contract has an interest. Renters should also be considered to have the type of close relationship with the rental provider that protects them against attempts to recover costs pursuant to s65 *Insurance Contracts Act 1984* (Cth), particularly where any loss is accidental and not malicious.

Pricing mechanism for insurance

The excess payable is calculated and effects the premium payable for an insurance contract. The excess is not severable from the insurance contract. The liability for the cost of the policy to insure the property is that of the property owner, not the renter.

Further as part of the price of the insurance, passing on the excess cost to the renter affects the pricing mechanisms and insurance available.

Comparison with the taxi industry

In an analogous case, taxi drivers were previously pushed by the owner/operators of the taxi cabs to pay the insurance excess if there was a motor vehicle accident. As in the case of renters, this unconscionable practise interfered with the pricing of insurance policies. The Victorian Government, which regulates the taxi industry, acknowledged this and legislated to prevent further occurrences. s162L *Transport (Compliance and Miscellaneous) Act 1983* (Vic) implies conditions for all taxi driver

agreements (written or otherwise). In addition to requiring appropriate insurance cover, s.3.3 provides that:

The operator is responsible for and will pay any applicable excess on the policy payable in relation to a claim involving the operator's vehicle.

Tenants Victoria considers that failure to prohibit clauses requiring renters to pay the excess for a rental providers policy would not only be unfair, it would also be a retrograde step, particularly in light of the Victorian government's protection of other 3rd party beneficiaries.

We are aware that Suncorp (owner of Terri Scheer Insurance, Australia's leading and largest provider of landlord insurance) has made a submission about this issue. It considers that rental providers should not be permitted to recover an insurance excess from renters. It argues that this type of provision skews the pricing of insurance, transfers risk to the renter and is inconsistent with changes made to prevent similar unfair practices in the taxi industry. Tenants Victoria recommends that clauses that require a tenant to pay a landlord's insurance excess be expressly prohibited.

Safety - delay

Landlords have a duty to maintain the property, and specific safety requirements such as including smoke alarms and pool fencing. These duties are strengthened under the amended RTA to include requirements to maintain a specified list of safety equipment. Any attempts to outsource or delegate these duties to the renter is unconscionable, and banning these clauses is applauded. Unfortunately, the effect of transitional provisions means that these safety activities will only apply on the signing of a new prescribed form lease after 1 July 2020²².

Void v voidable

At law it is clear that just because a lease clause is not prohibited, does not mean that it is valid. It is unfortunate that this is not more widely known. A further improvement would be a note in r11 to the effect that: "Terms not prohibited may still be subject to the Australian Consumer Law Fair Trading Act".

Blanket clauses on lease breaking or assignment charges

Clauses that charge renters a fixed amount to assign the lease to a new renter or break a lease are very common and can be a significant cost to renters.

It is not clear that the figures set have any relationship to the actual cost of the work done by the estate agent and they may just reflect a "going rate" or what the industry believes they can get away with (without renters seeking redress at VCAT). In some cases, these fees are referable to the rent charged. So that an assignment fee for higher priced rental property is calculated as a percentage of rent, despite there being no variation in the cost of any work required.

Information empowers consumers, so renters should be informed up front that there **may** be costs if they assign or break their lease, but blanket assignment and lease breaking costs are unreasonable and should be prohibited from inclusion in rental agreements.

Lease breaking costs

Examination of changes made to the RTA in September 2018, reveal that further amendment is needed to protect renters in cases of lease breaking, particularly to maintain the effect of VCAT decisions on costs renters can be charged for advertising. As in any form of compensation, the party claiming has to show they have mitigated their loss. Allowing clauses that set a high fixed fee for lease breaking is contrary to the principle that costs claimed should be referable to the actual costs

²² See RTAA Schedule 1A Clause 16

involved²³. The RTA as amended does not clearly and fully preserve this requirement s211A(3). The wording of the example in the RTA that is intended to explain the operation of the provision, and while it describes pro-rating the letting fee, does not do so for the advertisement cost. This should be amended for clarity²⁴.

Prescribed terms –Professional Cleaning s27C(1)(a), r12

We understand that r12(2) has been drafted to be inserted in the standard form tenancy agreement with the aim of avoiding the application of unfair terms requiring professional cleaning. However, in our view the draft term does not achieve this aim. Without clarification, the term as currently drafted will have the effect of requiring all tenants to pay for professional cleaning, an additional impost that is not warranted by the RTA's duty provision in relation to cleanliness and "fair wear and tear".

The confusion seems to have arisen because the clause is based on the duty to keep and maintain the premises in a reasonably clean condition that has been poorly translated to a clause that is aimed to operate at the end of the tenancy²⁵. The duty to maintain the property in reasonably clean condition (save fair wear and tear) is not easily expressed, sufficient to clearly establish when professional cleaning is required.

In our view there are 4 objections to the clause as drafted.

1. The duty only requires the tenant to keep the property "reasonably clean", and this is not reflected in the current draft.
2. The clause as drafted does not provide for any disagreement by the tenant to the landlord's assessment that professional cleaning is required (nor what to do if there is disagreement on the required standard).
3. Importantly, the clause as drafted doesn't set the standard for when professional cleaning is required – for example if professional cleaning is not undertaken straight away, the damage to the property will worsen.
4. It is not clear what is "professional cleaning" – cleaning is not a profession, rather it is a service that companies and individuals provide for a fee.

As the clause currently reads, if the landlord requires professional cleaning at the end of the tenancy, this has to occur. This is contrary to the intention expressed by CAV in the RIS p.98 to *"prevent unscrupulous rental providers and rooming house operators from automatically requiring professional cleaning, regardless of the condition of the rented premises or room."*

Further clarification is needed to address the issues raised above. A possible solution to this is to adopt a simpler approach. We note that the wording of s27C includes "during" the tenancy. This should be compared to a breach notice, mimicking s.78 Repair Notice. For example, at any stage during the tenancy, a landlord would be able to require a tenant to return the oven on the premises to a "reasonably clean" state by getting a commercial oven cleaning firm to clean the oven.

A possible solution would be to amend the draft to read:

"Professional cleaning

*(1) For the purposes of section 27C(1)(a) of the Act, the following term is prescribed—
The rental provider must not require the renter to arrange for, or pay for, the premises to be professionally cleaned, unless professional cleaning is demonstrably necessary for part or all of the premises in order to prevent damage to the premises.*

²³ Craig v Mitchell [2015] VCAT 597 (27 April 2015)

²⁴ Effect of Craig v Mitchell [2015] VCAT 597 is not included in the note.

²⁵ See RIS p. 97.

Note: demonstrably necessary means a cleaning activity that cannot be performed by the renter and requires specialised skill and equipment not otherwise available to the renter.

Subject to the above, the rental provider cannot require the renter to have the premises professionally cleaned.

Note: the renter is only required to leave the property reasonably clean. Professional cleaning cannot be requested to achieve a standard of cleanliness higher than that required by law.

Note: if there is disagreement between the rental provider and renter about the need for professional cleaning the matter should be referred to VCAT for determination.”

Minimum standards – r29

Tenants Victoria welcomes the changes to the RTA that allow for the introduction of minimum standards for the first time. This is a reform that helps bring the RTA into line with community standards, as well as the baseline set. However, the manner of introducing standards and some of the standards that have been selected do not do the initiative justice.

Minimum standards delayed or not applicable to some tenancies

S65A(1) RTA sets out that these standards are to be met **on or before** occupation. So renters who moved to their homes before 1 July 2020 will not benefit. Existing tenants (such as those who have entered the new standard form long term lease²⁶ or those on a periodic tenancy who remain in their current homes after 1 July 2020) will only benefit once they have moved to a new property. If these tenants choose to remain in their properties, application of minimum standards will require an amendment to the Act.

The practical effect of this distinction will be to create two classes of tenants. It will also complicate the application of the RTA for landlords, real estate agents, tenants and their advisors. It is notable that some types of tenancies are intended to be long term (such as public housing). In Tenants Victoria’s submission, the minimum standards should be applied to all tenancies on or before 1.7.2023.

Window coverings –item 10, Schedule 4

Under item 10, Schedule 4 the requirement to have window coverings for each window likely to be used as a bedroom or living area is delayed until 1.7.2021. The delay, particularly in light of the introduction of a heating minimum standard for the living area, is inexplicable. Curtains are an effective means to improve thermal efficiency and the Victorian Residential Efficiency Scorecard suggests they are part of a range of strategies to cut energy use²⁷. Further as the standard requires the window coverings to “provide reasonable privacy”, it must be extended to bathroom windows that do not already secure the user’s privacy.

We recommend that the imposition of this standard be brought forward, and that it be rewritten to include bathroom windows (where these do not already protect privacy).

Electrical safety – Item 9, Schedule 4

Item 9, Schedule 4 delays the application of electrical safety devices (commonly called Residual Current Devices) until 1.7.2022. Due to the wording used in s65A(1)RTA, that requires the standard is to be met on or before occupation, the issue of delayed application due to existing tenancies (as

²⁶ Fixed term tenancy agreements of over 5 years were made provided for by a 2018 amendment to the RTA and a standard form lease agreement available from 3 April, 2019. Victorian government renting information notes that “Many renters stay in their rented home for more than 5 years” <https://www.vic.gov.au/rentfair-rental-reforms-victorians>

²⁷ <https://www.victorianenergysaver.vic.gov.au/save-energy-and-money/get-a-home-energy-assessment> - The scorecard assessment includes recommendations on how to weather tightness of the building, including “upgrading insulation, sealing gaps and cracks, improving window glazing or windows’ external or internal coverings (such as curtains)”.

set out above) is repeated as at 1.7.2022. A renter moving to new home on 30.6.2022 would, as this standard and RTA stand still not be assured that their child's safety will be assured as no electrical safety switches will be required. It is not appropriate that existing renter safety is delayed to this extent.

We recommend the implementation of these protections be brought forward to ensure that these apply to all tenancies no later than 1.7.2023.

A potential solution to this issue, would be to allow renters to enforce minimum standards at VCAT despite the wording of s65A. This would empower and protect the safety of renters. Note that were a landlord to evict a renter after 1.7.2022, they would be forced to comply with the minimum standard for the incoming tenancy.

Electrical Safety

When we were searching for rental properties, we came across one that had been rebuilt, after pushing questions on the agent it turned out that it had a fire caused by bad electrical wiring. This was a brand new house, built within the last 5 years. I don't think it's ever okay that a rental, let alone a house wouldn't meet electrical wiring standards. The current house that I'm in (also built within the last 5 years) has light switches that don't work, ceiling lights that have the globs go within a number of weeks and power sockets that have switches that don't turn off.

Electrical safety is paramount and in this time I find it unacceptable that it would be any other way. I believe this should be implemented immediately. We shouldn't risk people's lives on something that can be fixed today. Air conditioning is an important part of living in a varied climate and should be standard in buildings. Landlords should be made to approve all requests in a timely manner.
Christopher -3027

Are minimum standards set at an appropriate level?

Tenants Victoria notes that most of the minimum standards listed in Schedule 4 replicate or are based on those used in rooming houses, and that the intention stated in the second reading speech in introducing these standards was to set "basic standards". However, the focus on introducing a basic standard, especially in the case of the heating standard may result in lower than anticipated results for affordability. In addition, the lack of any minimum standard for or consideration of air conditioning given the health and economic risks associated with high heat is very disappointing. As with other minimum standards, the adverse effects are greater on disadvantaged renters and those of limited means. These effects are discussed below in relation to energy efficiency.

Additional or higher minimum standards required

To ensure that rental properties meet community expectations and to give full application to other related changes in the RTA or draft Regulations, additional or higher minimum standards are needed.

Ventilation minimum standard to maintain freedom from damp and mould

A ventilation minimum standard is required to keep a house free from damp and mould during the tenancy. Renters commonly complain that they are unable to adequately ventilate some areas of rental properties such as bathroom and laundry areas to prevent damp and growth or spread of mould, despite diligent cleaning. This

issue arises in new buildings as well as older buildings²⁸.

²⁸ As one expert commentator on the new code requirements put it "For anyone exposed to post-construction remediation, water vapour and condensation issues have increased exponentially in our single and multi-residential markets. For those looking for a career in mould management, the market is hot", Fabric First,- Passivhaus, Building Physics & Diagnostics, <https://www.fabricfirst.com.au/post/ncc-2019-condensation-management>

The Australian Building Construction Board and National Construction Code have now recognised the negative effects of excess moisture²⁹ including the need to address both moisture control and ventilation management, publishing updated mandatory requirements in May 2019³⁰.

Unaffordable heating

It's time to break the poverty cycle- poor energy efficiency means expensive heating/cooling bills, or heating/cooling simply becomes unaffordable, which leads to damp houses, mould and illness. Make our homes healthy and affordable!"
– Karen, 3135

Ventilation of bathrooms and laundries is a feature of the Building Code for new buildings or renovated properties including Class 1 buildings and sole occupancy units in Class 2 Buildings.

Introducing this standard for existing rental properties would improve the quality of housing stock inhabited by renters. We note that specific ventilation requirements already exist for Rooming Houses, and submit that further regulation and guidance is required to clearly state requirements for other tenancies in keeping with current building standards.

Insulation standard – energy efficiency in summer and winter

The draft regulations do not include a standard for insulation,

despite the RIS stating that:

"Compared to owner-occupied properties, rental properties use less efficient appliances and the properties are generally older, in poorer repair and more likely to be thermally inefficient. This means that...it will be harder [for renters] to make their home comfortable and to manage their energy costs...data on Victoria's existing housing stock indicates that rental properties are likely to be amongst the poorest for energy performance".³¹

There is a significant body of literature that shows that renters are at increased risk from rising energy prices compared to other household segments."^{32 33} In addition there is ample evidence that our changing climate will result in more extreme weather³⁴.

Lack of energy efficiency drives significant economic disadvantage, and rental insecurity and reduces rental affordability. This is particularly the case for renters who move into an uninsulated rental property with inefficient heating. They only learn the cost of running their rental property when they receive their energy bill. Unfortunately, in a cycle commonly seen by Tenants Victoria, instead of seeking a payment plan through the Energy and Water Ombudsman, vulnerable renters first pay to keep their heating on before paying rent, and accrue rental arrears, leading to breach notices and lease termination. This does not assist landlords or renters.

Tenants Victoria notes that the development of standards on ceiling insulation is to commence from 2020³⁵ however failure to introduce an insulation standard combined with a low heating standard

²⁹ Including "triggering mildew and mould growth, and perfect conditions for dust mites" and that "all these can be detrimental to health", Australian Building Codes Board, 'Minimising Condensation in Buildings', <https://www.abcb.gov.au/Resources/Videos/Minimising-Condensation-in-Buildings>

³⁰ New Condensation requirements in NCCC 2019, 29/05/19, Connect, Australian Building and Construction Board- <https://www.abcb.gov.au/Connect/Articles/2019/05/21/New-condensation-requirements-in-NCC-2019> for building membranes and new Deemed to Satisfy provisions for exhaust systems and ventilated roof spaces. ABCB states "these provision require 'risks associated with water vapour and condensation must be managed to minimise their impact on the health of the occupants' and apply to Class 1 buildings, sole –occupancy units (SOU) of Class 2 buildings and Class 4 parts of Buildings.

³¹ RIS page 49

³² Op cit p 47

³³ Azipitarte, F. Johnson, V and Sullivan, D (2015) Fuel poverty, household income and energy spending: An empirical analysis for Australia using HILDA data. Brotherhood of St Laurence, Melbourne

³⁴ Bureau of Meteorology, State of Climate 2018, <http://www.bom.gov.au/state-of-the-climate/australias-changing-climate.shtml>

³⁵ RIS p55 (emphasis added).

will mean that the heating standard may have a perverse effect on renters energy costs. The heating standard is discussed further below.

The benefits of improved thermal efficiency improving warmth and dryness have been demonstrated in a cold climate through the NZ Healthy Homes Initiative³⁶. This program initially concentrated on low income households in 11 district health board catchments targeting children at risk of rheumatic fever, and was later broadened to provide warm dry health housing for pregnant women, and low income families with housing related risk factors. Interventions included help getting insulation, curtains, beds bedding, minor repairs floor coverings, ventilation and heating.

The effect of living in uninsulated premises in the “average” zone has recently been graphically chronicled by public health researchers in a study on public housing renters in Mildura³⁷. The study lists the well documented effects of exposure to extreme heat in physical health (including increased morbidity and mortality, exacerbation of preexisting medical conditions etc.), psychological health (including increased stress, suicide rate spikes, negative interaction with antipsychotic/antidepressant drugs, sleep disruption, lethargy, reduced functioning), and economic and social wellbeing. Economic and social effects include increased aggression, violence and increased alcohol consumption during heatwaves, as well as constraints on social activities³⁸.

Health outcomes of inefficiency

Heating and cooling are essential services and given the current costs of electricity there should be incentives for landlords to install energy efficient appliances. Many people who are not in a financial position to buy (and this is becoming more and more of a problem) are forced to rent. Single parents, carers and old age pensioners for example, the very people who are most at risk of adverse health outcomes from extremes of temperature.” – Tamara, 3550

The study is of public housing renters, an already very vulnerable group, with extremely limited financial resources or ability to change their circumstances, and in some cases entrenched disadvantage. Interviews with renters report the high financial cost of running inefficient portable air conditioners³⁹, that all of the family remains in one room for extended periods and the social effects (e.g. crowding, having to stay in public cooled spaces), as well as negative effects on education (inability to sleep reducing school attendance⁴⁰) and work productivity in an already disadvantaged population. Among other things, the study recommends that consideration be given to thermal appropriateness of public housing properties.

Despite understanding the negative effects on renters of a poor thermal shell (economic cost, negative physical, emotional and social impacts), no attention has been given to dealing with this problem.

Tenants Victoria sought an insulation standard, together with draught exclusion and ventilation to create homes that are healthy and meet community expectations. As we have previously submitted:

“Tenant Victoria notes that NZ has introduced mandatory [Healthy Homes Standards](#)⁴¹. These include standards for heating, insulation, ventilation, moisture and drainage and draught stopping. NZ requires landlords to insulate floor and ceilings of their properties to an R-

³⁶ <https://www.health.govt.nz/system/files/documents/publications/healthy-homes-initiative-evaluation-apr-2018.pdf>

³⁷ Lander, J., Breth-Petersen, MI, Moait, R., Forbes, C and Stephens, L, Dickson M (2019) Extreme heat driven by the climate emergency: impacts on the health and wellbeing of public housing renters in Mildura, Victoria. Report prepared for Mallee Family Care, Sydney.

³⁸ <https://www.theage.com.au/national/victoria/desperately-hot-summer-drives-push-to-keep-public-housing-cooler-20190406-p51bjq.html>

³⁹ Lander et al, loc cit, “three months later the power bill comes in, for example \$2000, and they face the issue of how to pay it”;

⁴⁰ Loc cit, p.21

⁴¹ <https://www.tenancy.govt.nz/healthy-homes/about-the-healthy-homes-standards/>

standard⁴² appropriate to the relevant climate zone (subject very limited exemptions). This holistic scheme provides an example for Victoria.

A staged approach to achieving minimum standards of energy efficiency for rental properties would deliver improvements in the quality of rental properties over time. This can be accomplished using a feature-based approach to insulation initially, moving towards an energy efficiency rating minimum standard that is supported by a testing and compliance framework to ensure that dwellings achieve a “rent-worthy” certification. For example:

By 2021:

- Ceiling insulation that achieves a minimum R value of R3.5.
- All residential properties to be rated using the Victorian Residential Efficiency Scorecard
- An energy efficiency rating is determined as the minimum standard

By 2023:

- Housing below a defined minimum rating cannot be leased.

Implementing this proposal would improve capital value of Victorian properties, help reduce energy use, and as a consequence positively contribute to Victoria’s carbon emission reduction targets, and compliment other energy efficiency measures. Failing to do so will again entrench renters as second class citizens who have little or no ability to control their energy costs and living conditions.”

The recommended changes would have other beneficial effects of reducing rental arrears and stabilising rental tenure. They are changes that should be made as a matter of urgency.

Heating standard – item 13 Schedule 4 – why 2 star is not sufficient.

Tenants Victoria welcomes the inception of minimum standards regime, but is extremely disappointed at the low standard that has been set for heating (2 Star heating), the exclusion of Class 2 buildings (apartment or multilevel residential buildings) and lack of consideration for regional areas demonstrated by the banning of LPG fuel for heating.

The RIS states that “9 percent of Class 1 and 16 per cent of Class 2 private rental properties do not have any heating”⁴³. That rental properties would not already have appropriate heating in the main living area of a rental home is inconceivable for most members of the community, especially in Victoria’s climate. Victoria has two climate zones with the bulk of the state falling in cold zone (along with Canberra, Hobart and New Zealand), and the north west of the state is deemed to be in the average zone (along with Adelaide, Perth and Sydney). The Commonwealth Government energy rating labels used for air conditioners account for these zones to provide a star rating reflecting the expected annual energy use for both heating and cooling in the zone⁴⁴, while only an industry based Gas Energy rating label is used for natural gas appliances. It is not clear whether the gas star energy rating system is accurate across heater types⁴⁵.

Tenants Victoria considers that a more stringent heating standard is required and that failure to set an appropriate standard will have negative financial and health outcomes for renters.

⁴² <https://www.tenancy.govt.nz/healthy-homes/insulation-standard/>

⁴³ RIS at iv

⁴⁴ See Zoned Energy Rating Label, <http://www.energyrating.gov.au/products/space-heating-and-cooling/air-conditioners>; introduced from 2019.

⁴⁵ ‘Research Report: Gas Space Heaters – Performance Testing and Energy Labelling’, Equipment Energy Efficiency program, September 2015, found energy output varied from the label in most of the gas heaters tested. <http://energyrating.gov.au/document/research-report-gas-space-heaters-performance-testing-energy-labelling>

Australian Energy Foundation/Renew has compared the capital and running costs of available heating appliances, both split system air conditioners and gas heaters. It compares readily available appliances, their capital and running costs to calculate their benefits.

This analysis (at Appendix 2) applies a normal usage pattern of heating for 6 hours daily over 4 months (for all appliances) and cooling for 4 hours daily over 2 months, using the Victorian default electricity offer for a range of readily available reverse cycle air conditioners. It finds that the available 2-star wall/window installation systems, while cheaper upfront are significantly more expensive to run than their more efficient split systems counterparts. We also understand that while 2-star window/wall systems may be cheaper at installation, they may impose other problems, such as introducing draughts, and creating additional noise for the renter and neighbouring properties.

Premium paid for inefficiency

The analysis compares smaller reverse cycle air conditioning units (2 – 2.5kw) rated from 2 star to 4-5 star including purchase and installation costs, and annual running costs. It then calculates how much greater the annual running costs are for inefficient (lower star appliances) than more efficient (higher rated appliances), in both percentage and dollar terms. It performs the same comparisons for larger smaller reverse cycle air conditioning units (3.6 – 5.5kw).

It finds that where a 2-2.5 star reverse cycle air conditioning unit fitted, the premium paid to run inefficient appliances are significant. A 2-2.5 star appliance costs **12% more** per annum than a 3-3.5 star appliance, and **39% more** to run than a 4-5 star appliance. When examining larger units (3.6-5.5kw), the analysis finds a 2-2.5star appliance costs **18% more** per annum than a 3 – 3.5 star appliance, an **29% more per annum** than a 4-5 star appliance. It is notable that the capital and installation costs for more efficient larger kw units are not significantly higher than inefficient units.

The analysis demonstrates that renters will bear the costs of establishing a low energy efficiency standard. A 3-star requirement would impose minimal additional burdens on rental providers. Similarly it is notable that a 4-star 3.6 -5.5 kw appliance is only approximately \$400 more than a 2-star appliance of the same size. For the capital cost of approximately one week's rent, renter's energy costs could be reduced by 29% if an efficient appliance is mandated. In our submission the minimum standard that should be set by the RTA Regulations should be at **least 3 stars**, and consideration be given to setting a 4-star rating. It should be applied to all rental dwellings including apartments that currently do not have heating, and should be required for all replacement heating appliances.

Class 2 buildings –inefficiency becomes entrenched

We note that no energy efficiency standard has been mandated for rental apartments (Class 2 buildings) , despite the increasing use of these residences⁴⁶ and the high proportion of these that are rental premises⁴⁷ and the high proportion of these renters (compared to renters of class 1 buildings) that are in rental stress⁴⁸. In addition, there is no proposal in the RIS that any heating standard be developed in future for these properties. The RIS also asserts that Class 2 properties generally have improved thermal performance compared to Class 1 properties⁴⁹, however anecdotal reports of the

⁴⁶ 2016 census figures show one occupied apartment for every five occupied houses in Australia, compared to one for seven houses in 1991, Dwelling Counts – Separate Houses and Apartments 1991 -2016. ABS Census of Population and Housing 1991 – 2016.

⁴⁷ 2016 census found 59% of Australian apartments are rented, in Victoria this figure was over 60%, Apartments by tenure type, ABS Census of Population and Housing, 2016

⁴⁸ 2016 census found "households renting an apartment were four times as likely to pay 30% or more of their weekly income on rent than renters of separate houses: 28% compared to 7.3%", ABS Census of Population and Housing 2011 and 2016.

⁴⁹ RIS p51

extreme discomfort when living in an apartment – for example in a top floor corner apartment facing west, suggests that the average does not adequately represent renters’ experience.

In our submission failing to consider the energy efficiency for this growing group of renters is not acceptable. It will result in poor energy efficiency becoming the norm in apartments, as inefficient appliances will be used to acquit the requirement to have a form of heating in the main living area where a new rental agreement is entered from 1.7.2020. This will create a group of ‘energy poor’, disadvantaged renters, because they live in apartments. We recommend that a standard for Class 2 buildings heating be developed and applied to at a minimum provide similar performance as rating 3 heating minimum applicable to Class 1 dwellings.

Post boxes suitable to receive Australia Post mail – Part 3 Rooming Houses, Part 4 Caravan Parks & Part IV Parks

In addition to advising rooming house residents, Tenants Victoria has experience of clients living in caravan parks and parks covered by Part IV RTA. Like rooming house residents, caravan park residents are commonly financially vulnerable and often elderly. Service by email is likely to be ineffective for these residents due to lack of technology or potentially lack of skills.

We see parks where there are no post boxes provided, find that these are commonly not provided in caravan parks so the security of mail cannot be assured. This is despite the long term occupation that is common in these parks. Van parks are often not well served by public transport or close to facilities. It is not convenient or cost effective to maintain a PO Box in addition to paying for a place in these premises.

In rooming houses lack of security for postal items is a significant problem seen by Tenants Victoria. Clients often complain that they do not receive mail or notices given under the RTA and miss hearings as a result. Residents also express fear of the lack of privacy of their mail (e.g. when sent documentation on their rights) may make them targets for victimization.

We recommend that the regulation be widened to require that Post boxes must be available (suitable to receive Australia post mail) must be made available to park residents and rooming house residents.

Safety activities of landlord –r13 & safety check record keeping – r30

Interaction of s68A, s68B, s27C(2), r13 –Schedule 3

Renters are entitled to expect that the premises they rent are safe. Tenants Victoria welcomes changes that strengthen safety requirements for smoke and carbon monoxide alarms, pool fencing and protection in bush fire prone areas. Landlords have a duty to maintain the property, and the amended RTA includes as urgent repairs some safety devices such as smoke alarms and pool fencing. s68A also provides for duties of the landlord to maintain a prescribed list of safety equipment, while s68B deals with the requirement to keep and produce regular gas and electricity safety checks. These clauses interact with s27C, that sets out that the rental agreement can include the safety related duties of the landlord and renter. Any attempts to outsource or delegate these duties to the renter is unconscionable, and banning these clauses is applauded.

Unfortunately, the implementation of these safety requirements is flawed and will not deliver basic safety to many renters. Placing the list of safety related activities in the new standard form lease that will come into effect on 1.7.2020⁵⁰ (and nowhere else) means that unless a renter gets a new

⁵⁰ See RTAA Schedule 1A Clause 16

lease, the Act does not impose these safety activities. (**Note** that this is in contrast with s63A(1) and r25 that imposes safety related requirements on the renter not to interfere with safety devices and are immediately applicable).

We recommend that s68A and r13 be amended, so that the application of these safety actions are not limited to the new standard form tenancy agreements.

r13 – Schedule 3 – item 7 – Bush fire prone area activities

This item requires that in bush fire prone areas, the rental provider must ensure that the water tank and connected infrastructure is in good repair and cleaned. However, this positive step towards bush fire safety is undone, as there is no requirement that the tank is full or sufficiently full to fight fires.

Tenants Victoria recommends that item 7 be amended to require that rental provider also ensure that the firefighting tank is kept full of water so that it is capable of being used to fight fires. As a safety related activity signing a new Standard Form Agreement is required to obtain the benefit of this crucial safety feature. As stated above, we recommend that s68A and r13 be amended, so that the application of these safety actions are **not** limited to the new standard form tenancy agreements.

Utility charges – r22

Tenants Victoria welcomes the clarification of the charges payable by the landlord (s53), and the matters prescribed in r22. However as stated above, regarding r13, Schedule 3, item 7, we are concerned that that prescribing “cartage cost for refilling fire safety water tanks”, does not ensure that the landlord’s responsibility for water to fill the fire safety tank is clear. “Cartage” is generally defined as the price or charge for transporting a good. We recommend that for clarity, the regulations be amended to read: “*all charges for water and cartage for refilling fire safety water tanks*”.

Fee free rent payment – r19

Tenants Victoria is pleased that a simple and readily used method of fee free rental payment is provided under the regulations. This change helps rectify an inequity commonly seen by Tenants Victoria, where renters are forced to pay to use a payment system selected by their landlord. However, the underlying section (s42) is affected by the transitional provisions and refers to the payment as “rent under a residential rental agreement”, so potentially an existing renter under a periodic tenancy will not benefit from the change, while someone entering a new lease after 1.7.2020 would be able to use fee free payments. This is not fair and should be changed.

Efficiency rating systems – r23

The RIS recognises the importance of energy efficiency of a property for renters, and that “*rental properties use less efficient appliances and the properties are generally older, in poorer repair and more likely to be thermally inefficient.*”⁵¹ It also clearly identifies that lack of adequate heating in rental homes is compounded by the poor energy efficiency standard of rental properties compared to other existing housing stock. High energy costs are a significant issue for renters, and can drive more vulnerable renters to homelessness, for example by prioritising payment for their high energy costs and try to keep warm over paying rent, which leads to actions for arrears.

⁵¹ RIS – 5.2.1 – The problem to be addressed – page 47.

Unlike new buildings, that since 2013 have been required to meet minimum Nationwide House Energy Ratings⁵², energy efficiency of existing housing stock has been neglected⁵³. Victorians can use Victorian Residential Efficiency Scorecard to assess their property's performance and get tips on methods to improve its efficiency. We understand work is being done to improve this voluntary energy assessment, with a view to widening its use to Class 2 properties.

Maintaining minimum appliance efficiency –r24, r31 & r33

The importance of efficiency of appliances has previously been recognised in regulations specifying the minimum rating standards for replacement appliances (in case of urgent repair undertaken by the renter). The replacement draft regulations (r24 Ratings – non complying appliances, r31 Ratings – replacement appliances –& r33 urgent repairs by Renter) replicate previous standards. We note that the draft regulation continues these requirements that replacement at the same or better rating is maintained in the new draft regulations.

Urgent repairs amount – r32, r34

Increasing the maximum figure that up to which a renter may undertake urgent repairs to \$2500 is in our view appropriate.

Modifications –without consent – r26

Tenants Victoria appreciates that a renter's ability to make a property a home has been recognised and that progress has been made to modifications to improve safety. However, the regulations can and should be stronger. The operation of the regulations should be considered as a whole and in light of all of the provisions of the amended Residential Tenancies Act.

Locks on external gates

For example, a family with children will naturally be concerned to ensure that external gates to the property can be locked to prevent children running on to a road. Similarly, a renter who has a pet, should be able to secure it behind a locked gate, without having to seek permission from the landlord to install a lockable gate. These modifications should be able to be completed by the renter without seeking the consent of the landlord, and if a keyed latch is used, a key supplied to the landlord as currently occurs under s70(2). We recommend this be added to r26.

Modifications – prescribed practitioners– r27

Reasonable alterations under s64(1B)(c) require assessment and determination by a prescribed practitioner. In light of NDIS encouraging a wider choice of accommodation for people with disability, a wide definition of prescribed practitioner is appropriate.

Modifications that require consent – r28

There are practical issues with the application of the draft r28 supporting s64(1B)(h) RTA and instances where the regulations as drafted do not balance safety and practicality, or simply do not align well with existing energy efficiency schemes such as the Victorian Residential Efficiency

⁵²Nationwide House Energy Rating Scheme(NatHERS) requires at least 6 star for standalone homes and not less than 5-star for sole occupancy units and averaging 6 star <https://www.sustainability.vic.gov.au/You-and-your-home/Building-and-renovating/Planning-and-design/Energy-ratings-construction-codes-and-standards>;

⁵³ COAG Energy Council has started work to achieve better energy efficiency in existing properties including residential buildings. *Trajectory for low energy buildings*, 2018, COAG Energy Council, p. 7 < <http://coagenergycouncil.gov.au/publications/trajectory-low-energy-buildings>

Scorecard⁵⁴. There are no timelines for consent to be given, and this is a significant concern for safety modifications, where renters are at risk until consent is given.

r28a) and b) Health and safety modifications

A landlord 'must not unreasonably refuse' consent to health and safety modifications. An example would be fixing a bookcase to a brick wall. However, there is no timeline or guidance to the landlord or renters on how long the landlord may take to make and communicate this decision. So while safety is prioritized by the legislation, the practical application of the regulation doesn't support the urgency needed for this type of decision. A deemed consent after a short period or a short time to consent is needed to support safety especially for family violence victims/survivors. We recommend consent be deemed given 24 hours after request for modifications relating to family violence, and no more than 72 hours for others.

r28c) Draught proofing

Tenants Victoria supports regulations and standards that would promote thermally efficient and affordable homes. Therefore, being able to make modifications to improve thermal efficiency is supported.

Given the landlord's duty under s68⁵⁵ it is unclear however why the property should not be substantially draught proof and weatherproof at the inception of the tenancy. Nor is it clear why the cost of rectification should fall to the renter. The minimum standards (r29, Schedule 4, item 7 requires the premises to be "*structurally sound and weatherproof*"). The Collins English Dictionary defines weatherproof as "keeps out wind and rain"⁵⁶. So the draft minimum standard can be interpreted as already requiring the premises to be draught proof, and correction of any defects would be amenable to the urgent repairs process. The need to make a further regulation to allow renter-initiated modification suggests that the minimum standard should be reworded for clarity "*structurally sound, weatherproof and substantially draught proof*".

r28c) does not allow renters to draught proof rental properties where homes have open flued gas heating. Following a coronial enquiry⁵⁷ related to carbon monoxide poisoning, one gas heater was withdrawn and the ACCC issued safety alerts about 4 further open-flued gas heaters⁵⁸ that stated "*The four models subject to the latest Safety Alert can be made safe with a technical fix. Households with these heaters will be able to register and have a qualified gasfitter modify and test their heater. Where there are no other issues affecting performance, the technical fix will make the heater safe to use and the responsible supplier will meet the costs.*" (Emphasis added).

In light of this advice and the new safety duty to test gas appliances biannually (r13, Schedule 3- Safety Related activities, item 2 Gas safety activities), it is not clear why draught proofing is limited to properties without open flued heating, especially as this modification is one which a landlord cannot unreasonably refuse. It is extremely disappointing that rather than enforce a requirement to

⁵⁴ <https://www.victorianenergysaver.vic.gov.au/save-energy-and-money/get-a-home-energy-assessment> - The scorecard assessment includes recommendations on how to weather tightness of the building, including "upgrading insulation, sealing gaps and cracks, improving window glazing or windows' external or internal coverings (such as curtains)"

⁵⁵ "RRP must ensure that renter premises are provided and maintained – a) in good repair and b) in a reasonably fit and suitable condition for occupation"

⁵⁶ <https://www.collinsdictionary.com/dictionary/english/weatherproof>

⁵⁷ Inquest into the Death of Sonia Sofianopoulos, Coroner Jacqui Hawkins, 22 August, 2018
https://www.coronerscourt.vic.gov.au/sites/default/files/2018-12/soniasofianopoulos_356617.pdf

⁵⁸ ACCC, Vic: safety alert on four open-flued gas heaters, 4 Feb 2019, <https://www.productsafety.gov.au/news/vic-safety-alert-on-four-open-flued-gas-heaters>

provide a liveable and safe property, the draft regulations limit the ability of renters to improve their comfort, and instead continues to support failure by landlords to fulfil their obligations.

The view that open flued gas heaters are more dangerous in many situations than ACCC and ESV advice suggests is reinforced by the recently issued DELWP discussion paper⁵⁹ on open flued gas heaters. Community views have been invited on how to manage open flued gas heaters (with a closing date that coincides with the end of consultation for the RTA Regulations). Options include banning new installations of these heater, banning all installations and seeking revised standards through the State and Commonwealth policy making process. We applaud the discussion of these options to promote safety. Whichever option or combination of measures is pursued will, in our submission, not have immediate effect. If renter safety and welfare is taken seriously, any policy change arising from this discussion paper will also be reflected in simultaneous changes to the RTA Regulations. We submit that a phased banning of unflued gas heating, in combination with other measures such as tightened regulatory scheme should be pursued.

r28d) – Low flow shower heads

This provides for installation of low flow shower heads where the original is retained. Schemes operated by major metropolitan water providers and councils, for example that by City West Water⁶⁰, provide free low flow showerheads in exchange for the existing high volume more wasteful shower head. The Act requires modifications to be remediated, unless the landlord agrees. The regulation should be adjusted to reflect these schemes – e.g. *“installation of low flow shower heads. Unless this is done as part of an energy or water saving exchange scheme, the original must be retained”*.

Family violence

Greater protection of victims of family violence and more vulnerable renters

Changes to the RTA mean that the law reflects the care that **all** of the community would want for these victims of family violence and vulnerable renters. The changes we welcome include:

- supporting vulnerable renters and family violence victims to have comfortable and secure homes
- going some way to ensure that family violence victims are not financially penalised by the acts of the violence perpetrator
- ensuring that family violence victims can maintain continuity of residence in rental properties
- ensuring that family violence victims’ reputations are not tarnished/negatively affected by their relationship with a violent person.

Many of the detailed changes included in the new draft regulations released for public comment will help create a fairer system. Unfortunately, while the changes are a good start, in some instances they do not completely fulfil what the public is entitled to expect in their homes. Tenants Victoria welcomes the changes that have been made so far. They are important, but in many instances they represent only a first step. Where this is the case, we will comment specifically on how the draft regulations could be improved to meet the ambition of the changes announced by the Government in August 2018⁶¹.

⁵⁹ <https://engage.vic.gov.au/open-flued-gas-space-heaters-discussion-paper> issued 4 December, 2019, open for consultation until 18 December 2019

⁶⁰ https://www.citywestwater.com.au/saving_water/bathroom/showerhead_exchange_program.aspx

⁶¹ Labor Government Unveils New Laws to Make Renting Fair, 5 August 2018 <https://www.premier.vic.gov.au/labor-government-unveils-new-laws-to-make-renting-fair/>

The draft regulations should also more fully support family violence victim survivors to fulfil the Victorian Government's commitments and investments to date that implement flexible support packages to promote the safety of victim survivors. This could be done by amending r26(b) to include modifications that are a "safety measure" with the aim of protecting victim survivors of family violence, to the prescribed list of modifications that may be made **without** a residential rental provider's consent, for example additional door locks.

The "safety measure" should be broadly defined as including, but not limited to:

- a) *Additional locks or door changes to any door or window*
- b) *Security cameras*
- c) *Window bars or security screen doors and security screen windows*
- d) *Alarm systems*
- e) *Sensor lights*
- f) *Gates and fencing*
- g) *Replacement locks, keys and electronic remotes for doors or windows or*
- h) *Locks for letter boxes and new or replacement letterboxes that provide additional security*

Time for consent

In relation to modifications, family violence victim survivors are at risk until the requested modification has been made, so time is of the essence. Therefore, if consent is not granted within 24 hours, it should be implied.

No refusal

We are pleased that under s64(1D) modifications due to disability do not fall into the category set out in s64(1C) of modifications that may be refused in certain situations or circumstances. It is appropriate for victim survivors of family violence to readily secure their safety. We recommend that s64(1D) be amended to include modifications provided for in s64(1)(b)(f).

Remediation and bond

Economic abuse is included in the definition of family violence in the Family Violence Prevention Act⁶². Domestic Violence Victoria (the primary organisation advocating for family violence victims survivors) advises that 90% of family violence victim survivors have experienced some form of economic abuse by perpetrators, making it more onerous for family violence victim survivors to re-instate properties to their pre-modification state at the end of the tenancy or to pay an additional bond in relation to a fixture.

The RTA therefore should be:

- amended to streamline and provide time constraints on the landlord's considerations of the changes, and if consent is not granted in 24 hours, it is implied.
- s64(1D) be amended to include modifications provided for in s64(1)(b)(f). It is appropriate for victim survivors of family violence to readily secure their safety.
- amended to exempt victim survivors from having to return the property to original condition at the end of the tenancy, and from a requirement to pay an additional bond in relation to a fixture.

Tribunal evidence – r36

Tenants Victoria supports the broad list of options for evidence (r36, s91W(3)) that may be considered by the Tribunal in deciding whether to terminate or create a new tenancy due to family violence.

⁶² S5 & s6 Family Violence Prevention Act 2008 (Vic)

However, amendment to the drafting of s91W is required to ensure an onerous burden is not placed on victim survivors of family violence making applications to reduce or terminate rental agreements in circumstances of family violence. **(See appendix 4.)**

Billboard showed my living room

“The photographing of your private objects puts the onus on renters to hide. There need to be clear rules about which rooms can be photographed and the landlord should organise for curtains to cover up things not to mention the billboard showed exactly what was in my living room that was then outside my house making it attractive for thieves.” – Natalie, 3121

Agent made us leave

We had our rental sold recently and had 8 open house inspections. We got one weeks rent \$550 back which I don't think was adequate considering how much stress and cleaning we had to do. The real estate insisted we leave the house for every inspection which we felt was unfair. The real estate put the for sale flag up 3 hours before the house was open and we had 2 people come into our house 2 hours prior to it being open, thinking it was already open because the flag was up. There should be a clear option to say no to 8 inspections, we felt pressured.” – Ella, 3058

Sales Inspections Compensation (Open for Inspections) – r35

All renters are entitled to expect to have their right to quiet enjoyment of the property respected by the property owner and real estate agent. This is fundamental and due to its importance, the landlords' duty to provide quiet enjoyment is clearly set out in the Act. Previously, renters could restrain owners, real estate agents and potential buyers from entry for sales campaigns. Renters control has been exchanged for compensation for entry set in the draft regulations (r35) as ½ day rent per inspection.

The disruption to renters' lives caused by sales campaigns is often more than just an annoyance. Renters have reported to Tenants Victoria that they have to clean up after property agents have completed inspections, as furniture or possessions have been moved to “better present” a property to potential buyers. We are told of threats of breach of duty notices (for lack of cleanliness) unless the property is a showroom⁶³ (though the law requires only reasonably clean). We have received complaints of agents leaving premises unsecured, curtains left open and all lights blazing on exit. Renters also report a clear expectation from some agents that extra cleaning or tidying in anticipation of these inspections would be appreciated or looked on favourably when renters seek alternative properties with that agency.

While it is clearly not a legal requirement, agents may make renters uncomfortable staying at home during the inspections. The compensation provided in the regulations does not and should not be taken to imply that renters make themselves scarce during inspections.

Sales campaigns commonly entail inspections several times per week and often include open house inspections on a weekend. Renters who work from home can be significantly inconvenienced by inspections during the week. A standard sales campaign runs for 4 weeks; however, the property owner may wish to have a longer campaign to gain the best return on their capital investment. Opening a property on the weekend is particularly disruptive for renters who work on weekdays, and who expect to be able to relax in their home during their leisure

time. The occupational health and safety results of sleep disruption are not recognised in this draft regulation. Shift workers (e.g. nurses, doctors, police and firefighters), who have limited ability to

⁶³ There appears no clear way to protect renters from breach of duty notices based on unreasonable demands by sales agents.

alter their working hours, can also be extremely adversely affected⁶⁴ by sales campaigns affecting their homes' quiet enjoyment. Whether it is families with young children or a share house of students studying for exams, all are inconvenienced by inspections. A person suffering anxiety or other mental health issues or a family violence victim/survivor may also suffer emotional disruption or fear. Strangers looking at your belongings and opening and closing your cupboards raises fears of future break-ins. Tenants Victoria recognises that some attempts have been made in the RTA to mitigate this⁶⁵, however our clients tell us that estate agents do not supervise visitors inspecting the property and it is common to find personal belongings moved.

Inspections with a toddler

I have been through this 3 times. It's very stressful and uncomfortable. I had a young toddler at the time, apart from the stress of having to clean your house perfectly when you have a toddler, they have nap times that are also interrupted. People have looked in my food cupboards and personal closets. I have also worried about safety you don't know who is coming into your home. It's is unsafe and uncomfortable and unjust!" – Mira, 3073

10-year family home

"Our family home of 10 years went on the market without any warning. The owner wanted to take people through the following week. They refused compensation, constantly bothered us, lied about what was happening, hassled us on our holiday and treated us disrespectfully. The process was incredibly traumatic for the whole family." –

Renters' routines for the entire day are disrupted even if the inspection is only for one hour. Families with children have frequently contacted Tenants Victoria about sales campaigns. Children, especially young children, those who are studying for important milestone assignments or exams (such as during VCE) and those with disabilities such as autism should be considered in drafting this regulation.

A further issue is that property owners employ agents specifically to sell their property. Thus the renters are not dealing with a property manager with whom they have established a relationship during the life of their tenancy. This commonly results in poor communication, and higher expectations for the presentation of the property. Agents who are only focussed on achieving a sales do not, in Tenants Victoria's experience, consider the position of the renter. We hear frequently that after complaining about a sales agent's conduct to the letting agent, the agent has threatened forcible entry. Despite agency principles, in our experience in practice renters making agreements with the sales agent, doesn't always translate into these agreements being met by the landlord.

Another common scenario is an agent giving notice of an inspection, so the renter takes time off work to be at home during the inspection, but the agent does not attend the property to conduct the inspection. Renters complain that promise of payment for intrusion of a sales inspection are made, but after a property is sold, the landlord cannot be found and the debt is not able to be enforced.

Tenants Victoria receives many queries and complaints about estate agents conduct, and their lack of supervision of prospective purchasers during the inspection as well as failure to comply with long established notice provisions. The organisation has provided advice to many renters including on seeking compensation for breach of quiet enjoyment. The new inspection regime may mean

⁶⁴ Studies demonstrate lack of sleep creates deficits similar to blood alcohol levels, with 17 to 19 hours without sleep showing performance equivalent to or worse than 0.05% Blood Alcohol Concentration – e.g. Williamson, A., Feyer A-MI, Friswell, R., Flinlay-Brown, S, Development of measures of fatigue: Using an alcohol comparison to validate the effects of fatigue on performance, ATSB, July 2000. Tenants Victoria frequently receive calls on this issue. A hospital doctor on nightshift whose sleep was continually disrupted by sales inspections reported he couldn't guarantee he was safe to treat patients, and was concerned that he was breaching his duty of care by continuing to work.

⁶⁵ Through limitations on advertising materials, s89A(3)-(8).

that these renters are no longer adequately compensated for this interruption to their day to day lives.

In our experience compensation is calculated by reference to a percentage of the rent, representing the loss of use of the property.

In our view the ½ day rent payable per sales inspection (draft r35) does **not** adequately compensate renters and a minimum compensation of 1 day per inspection is required. This should be expressed as a minimum payable to make it clear that the tenant may take action in VCAT to obtain greater compensation.

In addition, the regulation does not address the time required to make the compensation payment or adjust rent. Lack of communication between the selling agent and the property manager will mean that renters will be forced to chase up this payment. We recommend that r35 be amended to require payment within the rental payment period for the property (e.g. at the time of entry or at the least within in the rental payment period specified by the rental agreement).

Standard Forms

Tenants Victoria with other stakeholders worked to help redraft the content and presentation of many of forms prescribed under the RTA. We note that the final presentation of forms has not been settled by Consumer Affairs Victoria, so only the Residential rental agreement, the Condition Report and Notice to Vacate have been provided for consultation. We believe that the feedback provided has helped to create forms that are more user friendly and easier to understand for many renters, however, as samples of most of the forms haven't been provided, we will confine our comments to the major forms used for Part 2 tenancies including the three sample forms published on www.engage.vic.gov.au/rentingregulations.

Agreement – Part 2 RTA only

Tenants Victoria has reviewed the sample standard form agreement for Part 2 RTA provided for consultation on Engage Victoria and our suggested amendments are contained in the edited form at Appendix 5.1, together with the rationale for the changes.

Condition report – Part 2 RTA only

The condition report sample form does not reflect that the use of the condition report has changed in the RTA. It is now more explicitly a form that reflects condition at the start of the tenancy and at the end of the tenancy.

The condition report format used presupposes that the agent or landlord completes the original report and then provides it to the renter for checking. However, the s35 provides that the renter may initiate a condition report.

The form makes provision for the rental provider or landlord (in 4 columns) to quickly and easily tick whether a listed item is N/A, Clean, Undamaged, Working. The renters side of the form only provides for the renter to agree by ticking a column or make comment. For clarity and equity, the renter should have the same four options N/A, Clean, Undamaged, Working.

Tenants Victoria recommends that:

- the condition report list and detail mandatory pre-disclosures made in relation to the condition of the property,
- statement about minimum standards (renter's rights where minimum standards not met),
- highlight through the form which of items are minimum standards and

- include a warranty/statement from the landlord that premises meet minimum standards
- landlord or agent photos are attached to the condition report

Tenants Victoria has reviewed the sample form provided on Engage Victoria, and edited the form. However, we were unable to edit part B to make provision for 4 columns for the renter and we made no changes to Part E. The reasons for changes are included at Appendix 5.2.

Notice of Rent Increase – Part 2 only

Tenants Victoria's comments and suggestions on this form are included at Appendix 5.3.

Notice to Leave

Tenants Victoria's comments and suggestions on this form are included at Appendix 5.4

Notice to Vacate– Part 2 only

Tenants Victoria appreciates that the sample form contains considerably more accessible information for renters than the previous form. Despite this work, as a key document addressed to renters, that initiates a process by which they may become homeless, we consider that further refinements are needed.

We have had the opportunity to consult with Justice Connect and VLA about these forms. We support their aims and note that while the proposed drafts are not identical, the suggested amendments are to the same effect.

Tenants Victoria's comments and suggestions on this form are included at Appendix 5.5

Urgent Site repairs – r7

We note that Housing for the Aged Action Group supports the proposed definition of site repairs, and support their submission on this regulation.

Goods left behind – r92

We note that the provisions to protect renter's possessions left behind have been improved, however changes are needed to r92 to ensure that items of sentimental value and personal documents stored digitally, are not disposed of by a landlord.

We support Justice Connect's submissions on this regulation and recommend amendment to remedy these deficiencies. The regulation should read:

"For the purposes of section 384(2) of the Act, the prescribed goods are –

- a) labelled containers or labelled urns containing human or animal remains; and*
- b) specialised medical devices, equipment and goods including prostheses and prescription medication; and*
- c) medals and trophies; and*
- d) any electronic device which could reasonably be assumed to store photographs or other personal documents, including but not limited to portable or computer hard-drives, computers, laptops, tablets, USB's and mobile telephones."*

Temporary crisis accommodation – r6

Accommodation falling within this definition excludes residents from the protections of the RTA. It is therefore important that the definition be as precise as possible, to avoid unwittingly stripping people of rights they would otherwise be entitled to expect. We note that this form of accommodation (TCA) is provided to the most vulnerable individuals in the community, either

because they are fleeing family violence or because of the factors leading to their homelessness. It is provided with therapeutic support to enable these individuals to move beyond the crisis that has led them to seek shelter. DHHS provides funding to a small number of agencies to provide this kind of accommodation, and we understand that in total it is provided to under 400 people in Victoria at any one time.

Unfortunately, the demand for accommodation in times of crisis is not satisfied by this limited program, resulting many people being forced to seek shelter in unsuitable and often unsafe premises such as illegal rooming houses⁶⁶. Temporary crisis accommodation as defined in the RTA should not be confused with this informal crisis accommodation, and our remarks are limited to the formally defined accommodation.

The RTA requires a two-fold prescription of TCA by time and description. Tenants Victoria has argued that the time prescription required by r6a) be as short as possible, noting that the previous scheme of the RTA TCA to 14 days (in keeping with transitional accommodation which is defined as being 14 days to less than 12 months). We note however that the therapeutic support required may extend beyond 14 days, and do not oppose a longer period not exceeding 12 weeks.

We consider it vital that those living in TCA, be clear what rights are available to them and their landlords, whether by signage inside the property or by some other means.

We oppose the proposed definition of Temporary Crisis Accommodation contained in r 6d). It is too broad, and could apply to all non-permanent accommodation provided by homelessness or family violence services. Rather than achieving the aim of exempting Victoria's crisis accommodation from the RTA, it may result in thousands of people experiencing or at risk of homelessness or family violence each year not having any tenancy rights.

We support a regulation that achieves the aims of:

- Only covering DHHS funded supported crisis accommodation programs
- Only covering accommodation specifically provided as supported crisis accommodation, and
- In the event that an accommodation site provided as supported crisis accommodation has multiple uses, only covering the use of that accommodation as supported crisis accommodation.

And is limited to people experiencing homelessness or at the risk of experiencing homelessness or being subjected to violence or at risk of being subjected to family violence.

We support the submission made by CHP in relation to this regulation.

⁶⁶ Tenants Victoria provides an outreach service to rooming house residents and often encounters these illegal and unsuitable premises.

Appendix 1 - Recommendations

Transitional Provisions

To ensure that all renters have the benefit of changes to the RTA, all provisions should have come into effect by 1.7.2023, whether or not the provision requires the establishment of a new tenancy, or entering a new standard form agreement.

Prohibited questions – r15

Questions about all or any matters that could disclose characteristics that could form the basis of discrimination (such as those listed in r14, Schedule 1, Form 3 statement) should be prohibited.

Asking for or requiring payment or requiring a commitment to rent a property before providing a rental agreement to the prospective renter should be prohibited.

Draft r15 should be clarified by using examples to show it bans questions about previous eviction or debt owed to a former landlord or property manager.

All irrelevant and intrusive questions be banned. These questions include queries on

- whether a bond loan is being used,
- why an applicant left a previous address,
- how long they lived in a previous address,
- whether the applicant is applying for other properties
- whether the applicant owns or has an interest in an investment property, or
- what is the applicant's net worth?

In addition, questions that seek more evidence about income or financial details than reasonably needed to assess the application should be banned. Use of identity document point scales other than the standard 100-point check used by Government should be prohibited.

To support the prohibition on disclosure of application information for reasons other than processing the application (s30B), r15 should be broadened to prevent irrelevant information being sought.

Disclaimers that surrender rights of the applicant should be prohibited including:

- any disclaimers of rights in relation to tenancy database listing,
- any disclaimers that state the property was in reasonably clean condition and acceptable, or
- any disclaimers that the applicant would not take action against the landlord if the property were not available on the date the tenancy is due to commence
- any disclaimers attempting to affect renters' rights.

Requirement that all questions must be completed or the form will not be processed should also be prohibited.

Questions that require the applicant to agree to contact from third parties or services allied or related to the estate agent or landlord, to having their details shared on the internet, or shared for marketing purposes, or shared with third party data aggregators should be prohibited.

Mandatory pre disclosure – r16

We recommend that r16 be clarified to state that to comply with the requirements set out in s30D the information listed in r16 must be provided **at the time of application** and at **least 5 business**

days⁶⁷ before asking lease to be signed. If it is not possible to do this in the regulation, then the RTA should be amended to provide for this.

r16 should be amended to include disclosure of previous mould and damp repairs, and a history of any flood or water ingress to the property.

r16 should be amended to require disclosure of heritage status or whether the property is a “registered place” under the Heritage Act.

r16 should be amended to require disclosure whether the property is insulated and the type of insulation.

r16 should be amended to provide results of a Victorian Energy Efficiency Scorecard rating or similar rating to be disclosed to prospective renters.

r16 should be redrafted to require that the landlord undertake asbestos assessment and to explicitly require disclosure of results of asbestos assessment.

The landlord must disclose:

- a) If they are aware that part of the building contains asbestos,
- b) Affirm that they have made a visual inspection of the asbestos (if present) at the start of the tenancy
- c) Disclose if they have obtained a report in relation to the asbestos, and
- d) Disclose if the report has identified asbestos including any friable or broken asbestos.

If a term that requires the renter to pay the landlord’s insurance excess is not prohibited, r16 should be amended to entitle the renter to a copy of the policy and any details of excess on request.

r16 should be redrafted to require that a rental provider advise a prospective renter that the minimum standards are met.

r16 should be altered to require the landlord advise the prospective renter which areas are controlled by or subject to Owners Corporation rules.

r42 should be altered to require disclosure that the rooming house operator is registered and the rooming house is registered.

r77 should be altered so that site owners should be required to disclose whether the Part 4A site, Part 4A park or any other site in the Part 4A park is prone to or has a history of subsidence.

Prohibited Terms – r11 & r39

Prohibited terms should be void or of no effect from a set date (i.e. 1.7.2020), no matter the date of the tenancy agreement that contained them. – r11 & 39. If this cannot be done by regulation, an amendment should be made.

r11 should be further amended to clearly state that a landlord cannot limit the use of the property because of limitations or prescriptions in an insurance contract relating to the property.

Terms that require that in the event of a landlord making a claim or being entitled to make a claim on their insurance, that the renter to pay the landlord’s insurance excess should be prohibited.

⁶⁷ This is the time allowed under the RTA to make a thorough inspection of the property-s35RTA.

A note should be added r11 to the effect that: “Terms not prohibited may still be subject to the Australian Consumer Law Fair Trading Act”.

Blanket assignment or lease breaking clauses should be prohibited. We recommend clarification of example of lease breaking costs under s211A(3) that that it describes pro-rating the advertisement cost.

Prescribed terms - Professional Cleaning

Recommend that r12 be redrafted as follows:

For the purposes of section 27C(1)(a) of the Act, the following term is prescribed—

The rental provider must not require the renter to arrange for, or pay for, the premises to be professionally cleaned, unless professional cleaning is demonstrably necessary for part or all of the premises in order to prevent damage to the premises.

Note: *demonstrably clean means a cleaning activity that cannot be performed by the renter and requires specialised skill and equipment not otherwise available to the renter.*

Subject to the above, the rental provider cannot require the renter to have the premises professionally cleaned.

Note: *the renter is only required to leave the property reasonably clean. Professional cleaning cannot be requested to achieve a standard of cleanliness higher than that required by law.*

Note: *if there is disagreement between the rental provider and renter about the need for professional cleaning the matter should be referred to VCAT for determination.*

Minimum standards

The minimum standards should be applied to **all** tenancies no matter their start date, so they take effect on or before 1.7.2023. This includes safety standards such as r29, Schedule 4, item 9 applying the requirement to have residual current devices or electric safety switches operational for all tenancies on or before 1.7.2023.

The window coverings minimum standard should be brought forward to commence on 1.7.2020, and it should be rewritten to include bathroom windows (where these do not already protect privacy).

r29, Schedule 4 item 7 Structural Soundness minimum standard should be reworded for clarity “*structurally sound, weatherproof and substantially draught proof.*”

The minimum standard should be amended to include a minimum ventilation standard, and by 2021 a minimum ceiling insulation standard of R3.5, and all properties must have an energy efficiency rating such as the Victorian Residential Efficiency Scorecard.

The minimum heating standard set by the RTA Regulations should be **at least 3 stars**, and consideration be given to setting a 4-star rating. It should be applied to all rental dwellings that currently do not have heating, and should be required for all replacement heating appliances.

A standard for Class 2 buildings heating be developed and applied to provide similar performance as the minimum applicable to Class 1 dwellings.

Caravan parks and rooming houses should be required to have post boxes suitable to receive residents' Australia post mail.

Safety activities

s68A and r13 should be amended, so that the application of these safety actions are **not limited** to the new standard form tenancy agreements and are made applicable to all tenancies.

r13 Schedule 3 -item 7 should be amended to require that rental provider also ensure that the firefighting tank is kept full of water so that it can be used to fight fires.

To improve the clarity of regulation 22(c) it should be amended to read: "all charges for water and cartage for refilling fire safety water tanks".

Fee Free payment

The ability to make rental payments without fees should be applied to all tenancies despite their commencement date being prior to 1.7.2020.

Modifications

r26 should be amended to give the renter the ability to install lock on gate without the landlord's consent provided that if a keyed latch is used, the key is supplied to the landlord as currently occurs under s70(2).

r28 should be amended to support timely health and safety modifications. Amendments are required to create deemed consent after a short period. Rapid consent is needed to support safety especially for family violence victims/survivors. We recommend consent be deemed given 24 hours after request for modifications relating to family violence, and no more than 72 hours for others.

r28d) should be adjusted to reflect inefficient appliance exchange schemes – e.g. *"installation of low flow shower heads. Unless this is done as part of an energy or water saving exchange scheme, the original must be...."*

Family Violence –see APPENDIX 3

Sales inspection compensation

r35 should be amended to:

- increase minimum compensation for sales inspection to be 1 day's rent per inspection, and
- require this compensation is payable to the renter within the ordinary rental payment period for the property (e.g. at the time of entry or within the rental payment period specified in the rental agreement).

Goods left behind – r92

We recommend the regulation be amended to read:

For the purposes of section 384(2) of the Act, the prescribed goods are –

- a) labelled containers or labelled urns containing human or animal remains; and
- b) specialised medical devices, equipment and goods including prostheses and prescription medication; and
- c) medals and trophies; and
- d) any electronic device which could reasonably be assumed to store photographs or other personal documents, including but not limited to portable or computer hard-drives, computers, laptops, tablets, USB's and mobile telephones.

Temporary crisis accommodation – r6

We support a regulation that achieves the aims of:

- Only covering DHHS funded supported crisis accommodation programs
- Only covering accommodation specifically provided as supported crisis accommodation, and
- In the event that an accommodation site provided as supported crisis accommodation has multiple uses, only covering the use of that accommodation as supported crisis accommodation.

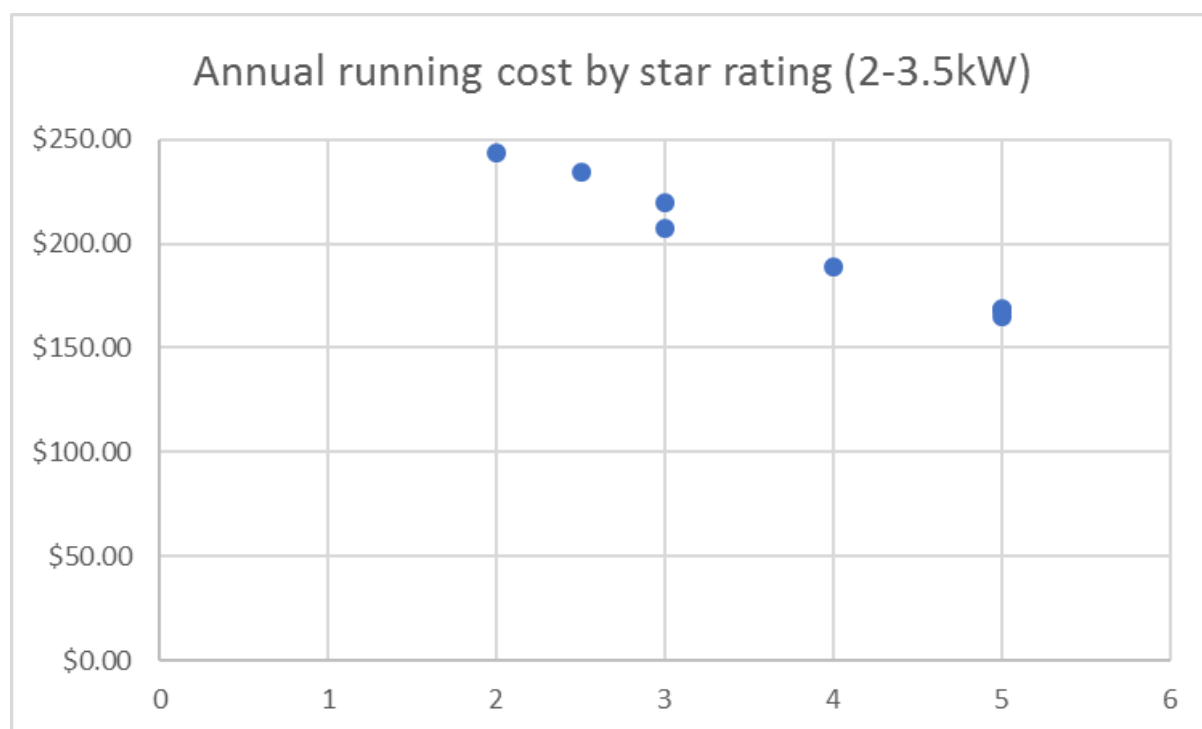
And is provided to people experiencing homelessness or at the risk of experiencing homelessness or being subjected to violence or at risk of being subjected to family violence.

Appendix 2 – Cost of reverse cycle air conditioners – capital and running costs

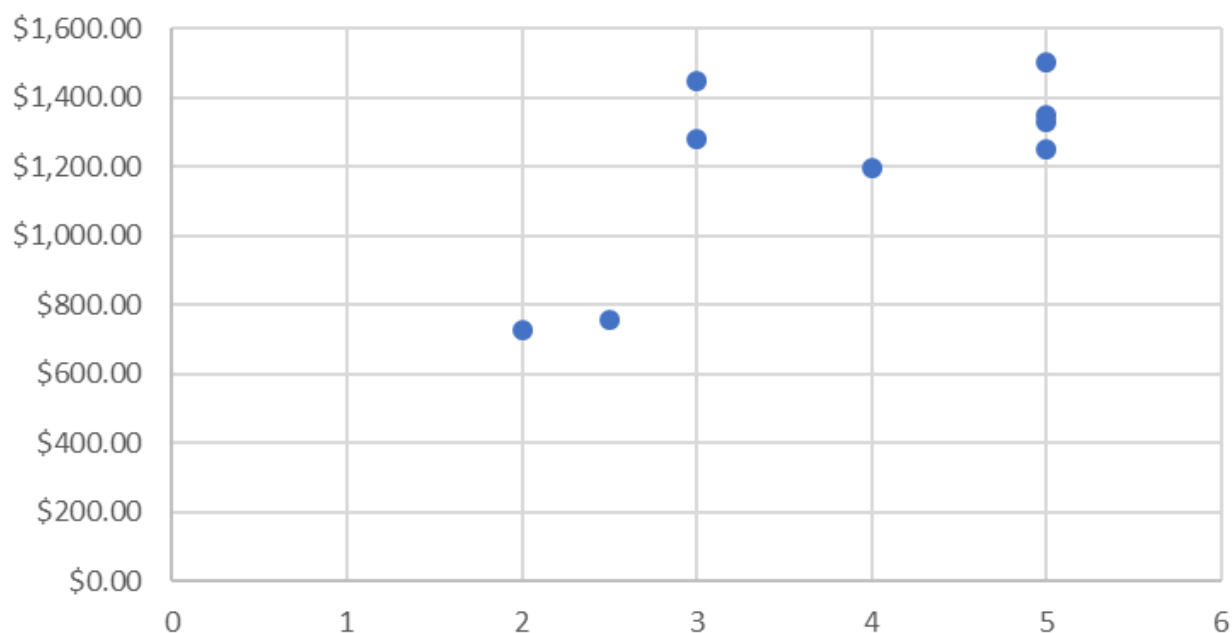
Analysis by Australian Energy Foundation (Renew) and Brotherhood of St Laurence of cost of reverse cycle air conditioners

Smaller units (2-3.5 kW)

Star rating	Average typical purchase + install cost	Average annual running cost	Annual running cost premium for inefficiency (\$)	Running cost premium for inefficiency (%)
2-2.5	\$744.00	\$238.74	\$25 higher than 3-3.5 star \$67 higher than 4-5 star	12% higher than 3-3.5 star 39% higher than 4-5 star
3-3.5	\$1,365.00	\$213.75	\$42 higher than 4-5 star	24% higher than 4-5 star
4-5	\$1,324.20	\$171.91		



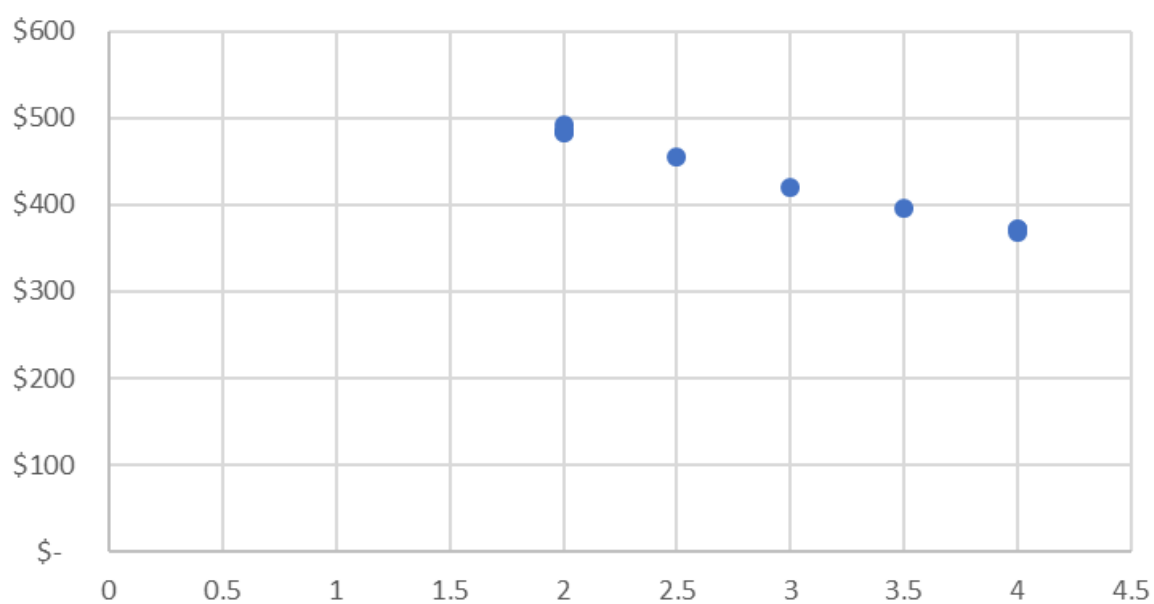
Purchase + install cost by star rating (2-3.5kW)

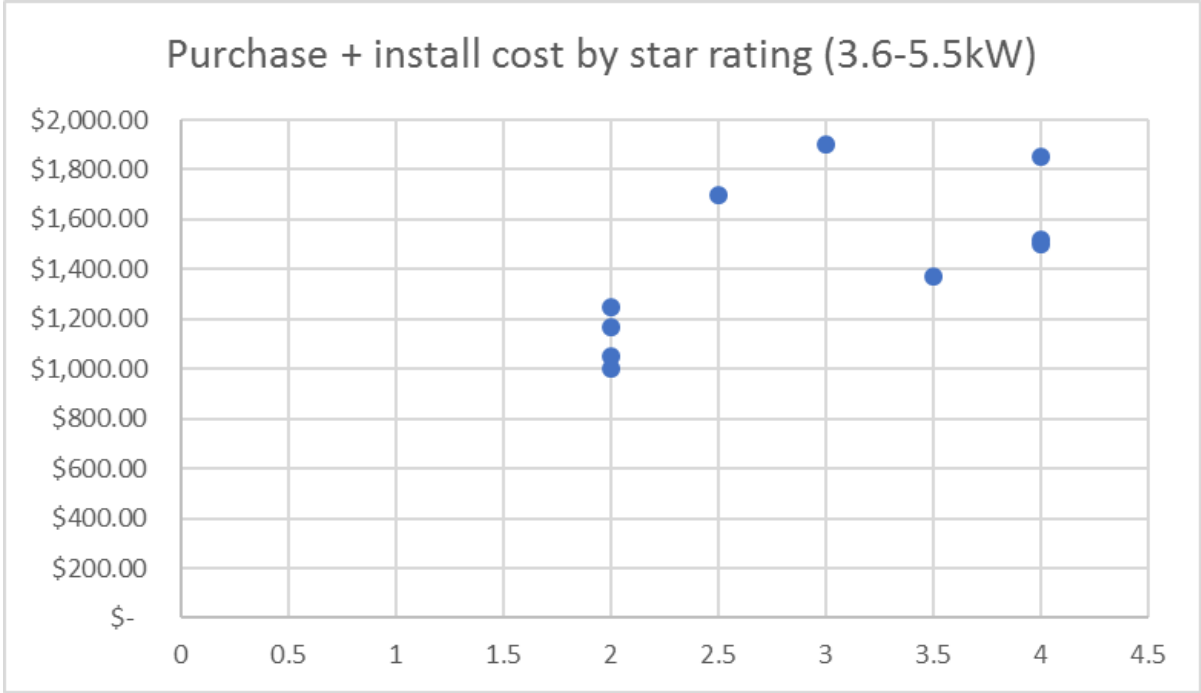


Larger units (3.6-5.5 kW)

Star rating	Average typical purchase + install cost	Average annual running cost	Annual running cost premium for inefficiency (\$)	Running cost premium for inefficiency (%)
2-2.5	\$1,233.00	\$479.65	\$72 higher than 3-3.5 star \$109 higher than 4 star	18% higher than 3-3.5 star 29% higher than 4-5 star
3-3.5	\$1,636.00	\$407.97	\$37 higher than 4 star	10% higher than 4 star
4	\$1,622.00	\$370.77		

Annual running cost by star rating (3.6-5.5kW)





Data sources

Installation costs: \$200 for Window/Wall units (BSL data), \$600 for Split Systems (small survey of installers).

Retail prices of RCACs from popular large retailers, Q4 2019 (Brotherhood of St Laurence, online searches).

Models used are low cost popular models. Details available on request.

Energy usage calculated from specification sheets using NatHERS criteria for 2-star houses in Melbourne – 25 sq. m for small RCACs, 50 sq. m for large ones. Includes heating and cooling, noting that heating is 80% of the total energy allowance.

Victorian Default Offer for 2020 (mean of all network areas) used to calculate running costs. Volumetric rate only.

Models are low cost popular models. Details available on request.

Appendix 3 – Further Family Violence Amendments

The broad wording for an application to challenge a Notice to Vacate on the grounds of family or personal violence (s91ZZV) means it is not clear what VCAT will consider or whether an Intervention Order (IVO) is needed.

An important instance where further legislative change is needed is at Part 5 of the RTA, so that compensation sections would ensure that a family victim survivor is not liable for a perpetrators damage (consistent with bond apportionment sections).

In other instances, the new standards set by the new provisions in the Act are not coherent and should be reconsidered. For example, the new s330A “reasonable and proportionate test” setting out considerations for giving a Possession Order sets a higher standard of evidence when family violence is alleged (requiring an IVO) than an application to terminate or make a new rental agreement because of family violence (s91V).

Tenants Victoria considers that the standard across the board for all FV protections needs to be the same and no IVO should be required for proof in family violence matters. It is onerous and a barrier to safety to ask victims/survivors to go through the stressful and potentially dangerous IVO process in order to manage tenancy issues.

There are a number of examples where the RTA should be amended to reduce evidentiary burden and better protect family violence victim survivors. Especially where a high evidentiary burden is imposed in one instance but not another, e.g. under s86 **only** a person with an IVO can ask that estate agents/etc make appointments for inspection of premises, increasing the evidentiary burden, but the same does not apply to s89A for objections to videos or photographs at properties where someone residing there is at risk of family violence. These inconsistencies need to be resolved and the evidentiary burden reduced in circumstances relating to family violence.

[s91\(W\)](#)

S91(W), relating to creation and termination applications in situations of family violence, also creates an evidentiary burden and requires amendment.

Section 91V(1)(a) allows for applications to VCAT to terminate an agreement due to family violence, whilst s91(V)(1)(b) allows for applications for creations of new agreements.

Under s91W(1) VCAT will have the power to either (a) terminate the agreement, or (b) terminate the agreement and create a new agreement.

VCAT’s powers to make these orders are contingent on it being satisfied of **each** of the requirements in s91W(2), though many are entirely irrelevant where a renter is seeking only to terminate an agreement, rather than also create a new agreement.

Further amendment is required to s91W to recognize the two different types of application that may be made and ensure only the matters relevant for either application are to be considered by the Tribunal in making the necessary orders. Without further amendment to rectify the current drafting, Tenants Victoria is concerned victim survivors of family violence will find themselves in situations where the Act fails to protect them and they are required to resort to fleeing or breaking their agreements, leading to financial hardship and resulting further economic abuse.

Modifications

The RTA should be:

- amended to streamline and provide time constraints on the landlord's considerations of the changes, and if consent is not granted in 24 hours, it is implied.
- s64(1D) be amended to include modifications provided for in s64(1)(b)(f). It is appropriate for victim survivors of family violence to readily secure their safety.
- amended to exempt victim survivors from having to return the property to original condition at the end of the tenancy, and from a requirement to pay an additional bond in relation to a fixture.

Family Violence Royal Commission Recommendations

The following recommendations of the Family Violence Royal Commission have particular relevance to Victorian renters.

Recommendation 13

The Victorian Government give priority to supporting victims in safely remaining in, or returning to, their own homes and communities through the expansion of Safe at Home-type programs across Victoria. These programs should incorporate rental and mortgage subsidies and any benefits offered by advances in safety devices, with suitable case management as well as monitoring of perpetrators by police and the justice system.

Recommendation 17

The Victorian Government expand the provision of Family Violence Flexible Support Packages [within 12 months]. These packages should provide to victims assistance beyond the crisis period and should include longer term rental and mortgage subsidies where required, along with assistance for costs associated with securing and maintaining counselling, wellbeing, education, employment, financial counselling and other services designed to assist housing stability and financial security.

Recommendation 19

The Victorian Government establish a Family Violence Housing Assistance Implementation Task Force consisting of senior representatives from the public and commercial housing sectors and family violence specialists [within 12 months]. The task force, which should report through the Minister for Housing to the Cabinet Family Violence Sub-committee, should:

- *oversee a process designed to remove blockages in access to family violence crisis accommodation by rapidly rehousing family violence victims living in crisis and transitional accommodation*
- *design, oversee and monitor the first 18-month phase of the proposed expanded Family Violence Flexible Support Packages (including rental subsidies)*
- *quantify the number of additional social housing units required for family violence victims who are unable to gain access to and sustain private rental accommodation*
- *subject to evaluation of the proposed expanded Family Violence Flexible Support Packages, plan for the statewide roll-out of the packages (including rental subsidies) and the social housing required.*

Recommendation 116:

The Department of Justice and Regulation's review of the Residential Tenancies Act 2006 (Vic) consider amending the Act to:

- *empower Victorian Civil and Administrative Tribunal members to make an order under section 233A of the Act if a member is satisfied that family violence has occurred after considering certain criteria—but without requiring a final family violence intervention order containing an exclusionary condition*

- *provide a clear mechanism for apportionment of liability arising out of the tenancy in situations of family violence, to ensure that victims of family violence are not held liable for rent (or other tenancy-related debts) that are properly attributable to perpetrators of family violence*
- *enable victims of family violence to prevent their personal details from being listed on residential tenancy databases, and to remove existing listings, where the breach of the Act or the tenancy agreement occurred in the context of family violence*
- *enable victims of family violence wishing to leave a tenancy to apply to the Victorian Civil and Administrative Tribunal for an order terminating a co-tenancy if the co-renter is the perpetrator of that violence—including, where relevant, an order dealing with apportionment of liability for rent (or other tenancy-related debts) between the co-renters*
- *prevent a landlord from unreasonably withholding consent to a request from a renter who is a victim of family violence for approval to reasonably modify the rental property in order to improve the security of that property*

Recommendation 117

The Victorian Government encourage the use of applications under section 233A of the Residential Tenancies Act 2006 (Vic) [within 12 months], including by means of training and education for family violence support workers, Victoria Police and other relevant support staff in relation to the existence and operation of the provision

Recommendation 119

The Victorian Government consider any legislative reform that would limit as far as possible the necessity for individuals affected by family violence with proceedings in the Magistrates' Court of Victoria to bring separate proceedings in the Victorian Civil and Administrative Tribunal in connection with any tenancy related to the family violence [within two years].

Recommendation 120

The Victorian Government ensure that Victorian Civil and Administrative Tribunal members receive training and education to ensure that they have adequate expertise in the Family Violence Protection Act 2008 (Vic) and family violence matters [within 12 months].

Recommendation 179

The Victorian Government encourage the National Disability Insurance Agency, in the transition to the National Disability Insurance Scheme, to provide flexible packages that are responsive to people with disabilities experiencing family violence. These packages should incorporate crisis supports and assistance for rebuilding and recovering from family violence [within two years].

Appendix 4 – Application Form Review

4.1 Agency details

	Type/Size	Location
Agency 1:	Major REA Franchisee/Branch	Regional
Agency 2:	Major REA Franchisee/Branch	Suburban Melbourne
Agency 3:	Medium sized REA	No branch specified
Agency 4:	Small agency	Suburban Melbourne
Agency 5:	Specialist property Manager	No branch specified
Agency 6:	Major REA Franchisee/Branch	Regional
Agency 7:	Medium sized REA – Franchisee/Branch	Suburban Melbourne
Agency 8:	Specialist property Manager	Melbourne
Agency 9:	Medium sized REA – Franchisee/Branch	Suburban Melbourne
Agency 10:	Specialist property Manager	Regional
Agency 11:	Small REA	Regional
Agency 12:	Major REA Franchisee/Branch	Regional
Agency 13:	Specialist property Manager	No branch specified
Agency 14:	Specialist property Manager	Suburban Melbourne
Agency 15:	Major REA Franchisee/Branch	Regional

 Real Estate

Tenancy Application Form - VIC

Completing an application form

when completing an application form, please ensure that the following requirements are met.

- You are required to fill in an application form prior to inspecting the property.
- If you are over the age of 18 years you must fill in an application form.
- Every applicant **must** provide us with 100 points of ID – along with proof of income e.g. 2 most recent payslips, Centrelink statement or bank statement.
- Please attach any reference that you believe may add merit to your application.
- The privacy act statement must be signed to enable your application to be processed.
- You are required to provide full details of your employment, including the name of your manager and the telephone number of the business.
- If you are currently unemployed, or receiving any form of Centrelink Benefits, we require an Income Statement which you can obtain from Centrelink. If there is no proof of income, your application **will not** be processed.

Processing Applications

Processing an application involves checking numerous references, when this process is completed the application is then presented to the landlord. The landlord may then take time to deliberate on the decision.

We *aim* to contact the successful applicant within 4 business days.

Please note that only successful applicants will be notified.

If your application has been successful

when your application has been successful you will be notified via phone by the property manager.

It is our policy that within 24 hours of being accepted, you are required to sign the Tenancy Agreement and pay 4 weeks rent to secure the premises.

Upon collecting the keys for the property the security bond is required to be paid.

Payment methods:

Direct Debit – We strongly recommend and encourage ALL tenants to be using our Direct Debit payment method, this ensures that your rent is paid automatically every week and reduces the chance of you falling behind. If a direct debit payment dishonours there may be a charge to the tenant by us.

Bond – Needs to be in the form of a bank cheque or money order. Made out to the RTBA
PLEASE NOTE: CASH OR EFTPOS CANNOT BE ACCEPTED FOR PAYMENT OF THE BOND.



Residential Tenancy Application Form

Property Details

Proposed Property Rent Per Week \$.....
Length of Tenancy: 6 months /12 months Tenancy Commencement Date
Bond or Ministry of Housing Bond (Please circle)

Applicant Details

Surname First Name.....
Date of Birth Marital Status 18+ Card No
Drivers License No Vehicle Registration No
State of Registration Make & Model Car / Motorbike (circle)
Current Address Postcode
Phone No - Home Work Mobile
Email Address.....
Do you have any children living with you? Yes / No If yes, their names & ages
Do you have pets? Yes / No Are they registered? Yes / No
Breed & ages
Do you have a lawnmower? Yes / No

If You Are Employed

Employers Name
Employers Address.....
Phone Length of Employment
Net Weekly Income (excluding overtime) Occupation.....
If you have been in this employment for less than 6 months,
Previous Employers Name
Previous Employers Address.....
Phone..... Length of Employment



If You Are Self-Employed or Own Your Own Business

Name of Business.....
ABN.....Personal Nett Income per week \$
Type of Business
Address
Name of Accountant Phone
How Long In This Business

If You Are A Student

Name of Institution... ..
Faculty / Department Student Union / ID Number
Income Source.....Net Weekly Income \$

If You Receive A Centrelink Payment

Type of Payment.....
Amount per Fortnight \$Customer Reference Number

Your Rental History

Current Landlord/ Agent Name.....Phone No
Property Address
Rent per Week \$.....Time at PropertyVacate Date
Reason for Leaving.....

Previous Landlord/Agent Name..... Phone No.....
Property Address
Rent per Week \$..... Time at Property..... Vacate Date
Was Your Full Bond Refunded? Yes / No If Not, why?

Your References

please include TWO references including at least ONE personal/business references, and at least ONE close relative who do NOT live with you. All references must be permanent residents of Australia.

Payment

Our preferred method of payment for rental payments is Direct Debit & we highly encourage ALL tenants to use this method. If a direct debit payment dishonours, there may be a charge to the tenant.

Referee Contacts:

Name.....Address.....

Phone No: A/H.....B/H.....Mobile.....

Relationship.....Known for How Long.....

Name.....Address.....

Phone No: A/H.....B/H.....Mobile.....

Relationship.....Known for How Long.....

Emergency Contact Details

Name.....Address.....

Phone No: A/H.....B/H.....Mobile.....

Relationship.....Known for How Long.....

NOTICE TO ALL TENANCY APPLICANTS - 100 POINTS IDENTIFICATION CHECK LIST

Prior to any Tenancy Application being considered each applicant is required to produce sufficient identification which totals 100 points. Should you have difficulties in providing this identification please advise us.

PRIMARY IDENTIFICATION DOCUMENTS

Any one of the following must be included:

- | | |
|--|-----------|
| • Current Passport | 70 Points |
| • Birth Certificate/Extract of Birth Certificate | 70 Points |
| • Citizenship Certificate | 70 Points |

SECONDARY IDENTIFICATION DOCUMENTS

You may use any number of the following to complete the 100-point requirement:

Drivers license with photo ID	40 Points
Public Employee Photo ID Card	40 Points
University or TAFE Photo ID Card	40 Points
Pensioner Concession Card	40 Points
Group Certificate	35 Points
Tax Assessment Notice (if issued in last 12 months)	35 Points
Current Credit Card or ATM Debit Card\Council Rates Notice	25 Points
Council Rates Notice	25 Points
Medicare Card Points	25 Points
Utility Notice (water, power, gas, telephone – from last 3 months)	25 Points
Bank Statement stating name and address (from last 3 months)	25 Points
Rental agreement, letter from real estate agency	25 Points

Please Note: Incomplete Applications may not be processed

IMPORTANT – PLEASE READ CAREFULLY

We confirm and acknowledge that:

1. The information contained in this Application is true and correct.
2. I/We am over the age of 18 years of age
3. I/We are not bankrupt or an undischarged bankrupt
4. I/We will pay a Security Bond BY BANK CHEQUE OR MONEY ORDER plus 4 weeks rent by cash or by bank cheque or money order before taking possession of the property. **We are unable to accept personal cheques.**
THE BOND WILL NEED TO BE PAID TO THE AGENT UPON COLLECTION OF PROPERTY KEYS.
5. I/We understand and accept that **immediately upon advise from the Agent** that the Landlord has offered to let the property to me/us (based on my/our statements in the application) and **I/We accept** that offer, a tenancy agreement with terms including the rent and other conditions in this Application comes into existence and is legally binding upon me/us in accordance with the rent amount, term and start date.
6. Only those persons on this application will reside permanently at the property.
7. I/We hereby authorize the Agent to make all necessary enquires to verify the information provided herein, including information relating to my/our employment, rental history, business and any other references. I/We further authorize the Agent to provide information relating to my/our tenancy of the Property to any Registered Agent who is authorized by me/us to inquire about that matter. Further, we give permission for the Agent to make necessary enquires on the TICA Tenancy Data Base Control Pty Ltd to verify this information given.
8. I/We have supplied required identification, signed the Privacy Act Acknowledgement.
9. **That this application creates no legal relations between me/us and the Agent and/or the Landlord**

Signed..... Dated.....

PRIVACY ACT ACKNOWLEDGEMENT FORM FOR TENANT APPLICATIONS & OCCUPATIONS

This form provides information about how [REDACTED] ("we", "our" or "us") will collect and handle your personal information, as required by the National Privacy Principles in the Privacy Act 1988, and seeks your consent to disclosures to certain third parties (which are set out below) in specified circumstances. If you do not consent to the disclosure of your personal information to those third parties we cannot process your application for a tenancy.

We will collect and handle personal information about you in order to process your application for a tenancy.

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
- [REDACTED] to assess to 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 need to disclose your personal information to

- Tradespeople to contact you for repairs and maintenance of the property.
- Refer to Tribunals or Courts having jurisdiction seeking orders or remedies
- Refer to Debt Collection Agencies where Tribunal /Court orders have been awarded
- Refer to [REDACTED] record details of your tenancy history
- Refer to the Lessors/Owners insurer in the event of an insurance claim.
- To provide 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 our duties as an asset manager. Consequently we cannot provide you with the property you requested to rent. The information we collect can be assessed by you (except where the law allows us to deny access to that information) by contacting our privacy officer as follows:

Telephone [REDACTED]
Fax: [REDACTED]
Post: [REDACTED]

Signed By The Applicant:

Signature.....Print Name..... Dated.....



RENTAL APPLICATION FORM

[REDACTED] T [REDACTED] F [REDACTED]
[REDACTED]

Tenancy Application

Thank you for choosing to apply for a rental property through [REDACTED]
In order to ensure a swift and thorough process of your application we ask you to refer to the following checklist and ensure all information has been provided.

PLEASE TICK THE BOXES ONCE YOU HAVE COMPLETED THE CRITERIA

- ☐ Filled in property address for the property you wish to apply for, commencement date and term of lease
(If you are applying for multiple properties with our office, please list these in the number order of your preference below)
1. _____
 2. _____
 3. _____
- ☐ Indicate if there will be any pets residing at the premises
- ☐ Ensure all details are filled in, including personal details, current and previous tenancy details, and current and previous employment details
- ☐ Provided ALL phone numbers for each contact
- ☐ Stated and provided proof of other forms of income you may receive, e.g. Centrelink statements/government benefits
- ☐ Provided a minimum of 2 personal references including contact numbers (must be different from employment and Landlord/Agent reference)
- ☐ Provided a next of Kin (Must be a family member or close friend not living with you)
- ☐ Provided 100 points of identification (as outlined on application form)
- ☐ Provided any further information that may assist in your application, written references, rent receipts, photos of current premises in support of your application
- ☐ If self employed, please provide profit/loss statements from the financial year and your accountants details. We also require your Business Registration details and ABN information
- ☐ Anyone over the age of 18 who will be residing in the premises MUST fill out an individual application form

****PLEASE NOTE - APPLICATIONS WILL NOT BE PROCESSED UNLESS ALL SECTIONS ARE COMPLETED CORRECTLY AND IN FULL DETAIL****

Signature

Date

We highly recommend you deliver your completed application to our office as soon as possible to eliminate any disappointment of the property being leased prior.

[REDACTED] will endeavour to process your information and have a response to you from the owner within 24 hours of receiving your application.

Monday to Friday 9:00am – 6:00pm & Saturday 9:00am – 1:00pm

OFFICE USE ONLY

Date & time application received:

Copy given to applicant: Yes / No

- ☐ Handed in at Reception ☐ Left in over night box
- ☐ Emailed ☐ Faxed

Initialled:

Free utility connection service

On The Move are specialists in connecting and disconnecting electricity, gas, water, telephone and more!

As part of your service we will take the stress out of moving - we do it for free.

We will call you within 2 hours of receiving your application to discuss the services you want connected.

On The Move will arrange what's over better is we do it for free.

on the move



phone
1300 850 380

fax
1300 661 160

email
sales@onthemove.com.au

web
www.onthemove.com.au

G. APPLICANT RENTAL HISTORY

11. What is your current address?

Postcode

12. How long have you lived at your current address? Years Months

13. Why are you leaving this address?

14. Is the property at this address:

☐ Rented ► Go to question 15 ☐ Owned ► Go to question 16☐ Other - Please provide details

15. Please tell us about this rented property.

Name of landlord or agent

Landlord/agent's address

Landlord/agent's phone number Weekly rent paid

\$

Has your bond been refunded? ☐ YES ☐ NO

If NO, why?

16. What was your previous residential address?

17. How long did you live at this address? Years Months

18. Why did you leave this address?

19. Was this property:

☐ Rented ► Go to question 20 ☐ Owned ► Go to question 21☐ Other - Please provide details

20. Please give us further information about this rented property.

Name of landlord or agent

Landlord/agent's phone number Weekly rent paid

\$

Was bond refunded in full? ☐ YES ☐ NO

If NO, why?

H. EMPLOYMENT HISTORY

21. Please provide your employment details.

What is your occupation?

What is the nature of your employment?

☐ Full Time ☐ Part Time ☐ Casual

Employer's name (inc. accountant if self employed or institution if a student)

Employer's address

Postcode

Contact name

Phone number

Length of employment

Years

Months

Weekly income

Other income

\$

\$

I. PREVIOUS EMPLOYMENT DETAILS

22. Please provide your previous employment details.

Occupation

Employer's name

Length of employment

Years

Months

Contact name

Phone number

J. CONTACTS / REFERENCES

23. Please provide a contact in case of emergency.

Surname

Given name/s

Relationship to you

Phone number

24. Please provide two personal references (not related to you).

1. Surname

Given name/s

Relationship to you

Phone number

2. Surname

Given name/s

Relationship to you

Phone number

K. OTHER INFORMATION

25. Car/Truck/Motorbike Registration.

L. PLEASE NOTE

NO APPLICATIONS WILL BE PROCESSED UNLESS ALL SECTIONS ARE COMPLETED CORRECTLY AND IN FULL DETAIL. ALL PROPERTIES ARE TO BE LEASED AS INSPECTED UNLESS SPECIFIED IN WRITING.

Initial payments must be made via our preferred method of bank cheque or money order within 24 hours after the approval of your application. Keys will not be handed over until the least agreement has been signed by all applicants and first month rent and bond has been paid. This application is accepted subject to the availability of the property on the due date and no action shall be taken by the applicant against the landlord and the agent should any circumstance arise whereby the property is not available for occupation on the due date.

M. 100 POINTS OF IDENTIFICATION

Applicants must supply a minimum of four (4) types of identification from the list below with a minimum total of 100 points. ID must include at least 1 type of Photo ID plus ID that contains the applicants current residential address and date of birth.

Driver's Licence	30 points
Passport	30 points
Proof of income (pay slips, bank statements, work contracts)	30 points
Copy of Medicare card	20 points
Working with Children Check	20 points
Work or Student Visa confirmation	20 points
Birth or Marriage Certificate	20 points
Proof of Age card (Keypass)	10 points
Student ID card	10 points
Copy of electricity/gas/water/utilities account	10 points
Rent Receipt (current or previous)	10 points
Concession/Pension card	10 points
Student course/offer confirmation	10 points
Pet Registration (council)	10 points
Proof of Ownership (Council Rates, Water Rates, Contract of Sale, Land Title, Body Corporate Invoices)	10 points

N. ADDITIONAL NOTES/INFORMATION

Residential Tenancy Application

For your application to be processed you must answer all questions (including the reverse side).

Leasing Consultant _____

Property Manager _____

A. AGENT DETAILS

Phone: _____

Fax: _____

Website: _____

Email: _____

Property Manager _____

B. PROPERTY DETAILS

1. What is the address of the property you would like to rent?

Postcode _____

2. Lease commencement date? _____

3. Lease term? _____

Years

Months

4. Property Rental?

\$ _____ per week

\$ _____ per calendar month

5. How many people will normally occupy this property?

_____ Adults

_____ Children

Ages: _____

6. Names of other applicants:

7. Please provide details of any pets.

Breed/Type _____

Council registration number _____

8. How did you hear about this property?

C. PERSONAL DETAILS

9. Please give us your details.

Mr ☐ Ms ☐ Miss ☐ Mrs ☐ Other ☐

Surname _____

Given name/s _____

Date of birth _____

Driver's licence number _____

Driver's licence expiry date _____

Driver's licence state _____

Passport number _____

Passport country _____

10. Please provide your contact details.

Home phone number _____

Mobile phone number _____

Work phone number _____

Email address _____

D. UTILITY CONNECTIONS

on the move

Let **On The Move** reduce your stress and save you time by arranging your utility connections at the property... at no extra cost! We will contact you within 2 hours to confirm.

ELECTRICITY, GAS, TELEPHONE, INTERNET, PAY TV, TENANCY INSURANCE

Ph: 1300 850 360 Fax: 1300 661 160

Email: sales@onthemove.com.au

Terms & Conditions - You are consenting to On The Move contacting you to arrange your services. On The Move may need to disclose personal information to utility companies to arrange your services. Please see On The Move's Privacy Policy at www.onthemove.com.au. On The Move and your Agent may receive a benefit for arranging your services. On The Move and your Agent do not accept responsibility for any delay or failure to connect your services. Standard connection fees and bonds may apply.

☐ No, I will connect the required utilities on my own accord but acknowledge that if the property has a separate water meter, my contact details must be given to the relevant water provider, who will read the meter and commence billing.

E. DECLARATION OF APPLICANT

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancies Agreement pursuant to the Residential Tenancies Act 1997.

I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt. I authorise the Agent to obtain personal information from:

- (a) the owner or the Agent of my current or previous residence;
- (b) my personal referees and employer/s;
- (c) any record, listing or database of defaults by tenants such as NTD, TICA or TRA for the purpose of checking your tenancy history;

I am aware that I may access my personal information by contacting:

• _____
• _____
• _____

If I default under a rental agreement, the Agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future. I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents
- (c) allow organisations/tradespeople to contact me
- (d) lodge/claim/transfer to/from the Residential Tenancies Bond Authority
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
- (f) refer to collection agents/lawyers (where applicable)
- (g) complete a credit check with NTD (National Tenancies Database) Phone 1300 563 826 - Email info@ntd.net.au
- (h) transfer water account details into my name

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises.

If Section D is completed, I consent to the disclosure of this page of the application form to On The Move for the purpose of enabling On The Move to offer the connection and disconnection services to me. I consent to On The Move disclosing personal information it has collected about me to utility service providers for that purpose and to obtain confirmation of the connection or disconnection. I acknowledge that neither On The Move nor the Agent accept any responsibility for any delay in, or failure to arrange or provide for, any connection or disconnection of a utility, or for any loss in connection with such delay or failure.

The initial payment of a calendar month's rent and bond is to be paid by MONEY ORDER OR BANK CHEQUE ONLY. If your application is successful, you will make rental and other payments to the agency by either the Agent's preferred payment method Payment Gateway or by the alternative method offered by the agency as detailed below. I acknowledge the Agent's preferred payment method is Payment Gateway (IP Payments Pty Ltd) and accept that the following fees apply for rent payments made using this method:

- Bank Account: \$1.65 inc GST
- Credit Card: 2.2% inc GST

We hope this information is of value to you. If there is anything we can do to make the 'moving in' process easier for you, please let us know. It is our aim to provide you with every assistance possible to ensure that your association with this office is an enjoyable one.

Signature _____

Date _____

F. OFFICE USE

Application submitted to On The Move (if required) ☐

Tenancy Application Form – VIC

Please note: This application will not be processed unless it is filled out completely with copies of all supporting documents attached.

Please read prior to completing your application.

1. The application must be accompanied by relevant supporting documentation.
2. Only Bank Cheque or Money Order made payable to: [REDACTED] will be taken as initial payment.
3. If you are approved you will be required to pay bond and the first calendar months' rent to secure the property within 48 hours of acceptance.
4. You will be required to attend a sign-up appointment within 48 hours of approval to sign lease documentation.

Rent Payment

- ☒ Direct Debit is our preferred rent payment method and is a free option for tenants. A Direct Debit form will be provided to you at the Tenancy sign up. Please speak to your property manager about other payment options if required.

Applicants Checklist

Before I submit this application, I/we have:

- ☐ Attached photocopies of supporting documents (see below)
- ☐ Inspected the property both internally and externally
- ☐ Completed all details in full on the application form
- ☐ Provided all contact details and documentation for confirmation of income source
- ☐ Read and signed all the Privacy Disclosure Statement and Privacy Consent

Supporting Documentation

When submitting an application you must include at least one item from each section per applicant.

Section One

Drivers Licence
Proof of Age Card
Passport
Bank Statement

Section Two

Current Pay Slips (minimum of 2)
If new job - Letter of confirmation incl. salary
Statement of Centrelink Entitlements

Section Three

Previous 4 rent receipts (or ledger)
Council Rates
Motor vehicle registration
Utilities or phone account

Address of property you are applying for

Preference 1

Preference 2

Tenancy Requirements

Length of tenancy

months

Rent

\$

per week

Lease start date

Names of other applicants and their relationship to you (husband, wife, partner, friend)

Names & ages of children (if any)

No. of pets (including breed & age)

Do you own an investment property in Australia? Yes / No

Primary contact

First Name		Last Name		Email
Phone		Mobile		Date of birth
Drivers Licence No.	State of issue		Passport No.	Country of issue
Number of vehicles	Car Rego			

Emergency Contact

Please provide an emergency contact not living with you (eg: Next of Kin)

Name	Relationship to you	Contact phone
Address		

Current Address Details

If owner occupier include details here.

Current rent / mortgage	\$	per week	How long have you lived there?	years	months
Current Address					
Agent / Landlord	Phone		Fax		
Email	Reason for leaving				
Was your bond refunded in full? Yes / No If No, please specify					

Previous Rental Details

Rent	\$	per week	How long have you lived there?	years	months
Property address					
Agent / Landlord	Phone		Fax		
Was your bond refunded in full? Yes / No If No, please specify					

Current Employment/Self Employed

If less than 6 months in current job please also provide previous employment details.

Company Name	Your position
Payroll or Accountant	Payroll/Accountant work phone
Company address	Net income (after tax) \$ per wk / fn / mth
Length of employment	Business Type/ABN (if applicable)

Student

Are you a full time student? Yes / No	TAFE / University	Student No.
Contact name	Contact No.	
Do you receive income from your parents? Yes / No	Amount \$	per week
Name of parents	Phone	

Centrelink Benefits

Type	\$	per fortnight
------	----	---------------

Additional source of income

Type	\$	per wk / fn / mth
------	----	-------------------

Personal Referee (cannot be related)

Referees Name	Occupation
Relationship to you	Phone

Applicant two

(for additional applicants please copy this page)

First Name	Last Name	Email	
Phone	Mobile	Date of birth	
Drivers Licence No.	State of issue	Passport No.	Country of issue
Number of vehicles	Car Rego		

Emergency Contact

Please provide an emergency contact not living with you (eg: Next of Kin)

Name	Relationship to you	Contact phone
Address		

Current Address Details

(if different to the Primary contact)

If owner occupier include details here.

Current rent / mortgage	\$	per week	How long have you lived there?	years	months
Current Address					
Agent / Landlord	Phone	Fax			
Email	Reason for leaving				
Was your bond refunded in full? Yes / No If No, please specify					

Previous Rental Details

(if different to the Primary contact)

Rent	\$	per week	How long have you lived there?	years	months
Property address					
Agent / Landlord	Phone	Fax			
Was your bond refunded in full? Yes / No If No, please specify					

Current Employment/Self Employed

If less than 6 months in current job please also provide previous employment details.

Company Name	Your position
Payroll or Accountant	Payroll/Accountant work phone
Company address	Net income (after tax) \$ per wk / fn / mth
Length of employment	Business Type/ABN (if applicable)

Student

Are you a full time student? Yes / No	TAFE / University	Student No.
Contact name	Contact No.	
Do you receive income from your parents? Yes / No	Amount \$	per week
Name of parents	Phone	

Centrelink Benefits

Type	\$	per fortnight
------	----	---------------

Additional source of income

Type	\$	per wk / fn / mth
------	----	-------------------

Personal Referee

(cannot be related)

Referees Name	Occupation
Relationship to you	Phone

Confirmation

I confirm that during my inspection of this property I found it to be in a satisfactory condition and suitable for occupancy.

If No, I believe the following items should be attended to prior to the commencement of my tenancy. I acknowledge and understand that these items are subject to the landlord's approval and do not form part of the Tenancy Agreement.

I also acknowledge that this rental application is subject to the Landlord's approval and I consent to the information provided in this application being verified and a reference check on VEDA being undertaken.

Privacy Act Acknowledgement for Tenants

I provide consent for the Agency as part of application processing to contact all necessary people (such as referees, other agents, tenancy databases) to verify the Application information provided and understand that all Federal Privacy Act requirements and the Australian Privacy Principles will be adhered to by the Agency.

I consent to my personal information being passed on during the tenancy (should it commence) and after the tenancy if required to other third parties which include however are not limited to tradespeople/contractors, salespeople, bodies corporate, tenancy databases and other relevant parties in full compliance with the Federal Privacy Act and any other relevant information. The Lessor of the property will be provided all relevant information as the tenancy agreement is between the lessor and the tenant; the agency manages the property on behalf of the lessor. The agreement should it commence is a contract between the lessor and the tenant; personal information will be passed onto the lessor as the owner of the property.

A detailed copy of our Privacy Policy can be found at [REDACTED]

I also acknowledge that:

I am responsible for ensuring the main power switch is turned off to enable power to be connected.
The premises is a "Smoke Free Zone" and I/we will ensure there is no smoking inside the premises.



Primary contact

Name: _____ Signature: _____ Date: _____



Applicant two

Name: _____ Signature: _____ Date: _____

Moving made easy with our FREE and simple service.
You choose and we get things sorted!

connectnow
We get things sorted.

Electricity | Gas | Internet | Home phone | Pay TV | Insurance | Car & truck hire | Cleaning | Fresh food delivery.

Connectnow is a 100% Australian based moving home service, helping customers move for over 10 years. We'll connect your utilities and home services all in one call – **saving you time and effort.**

We work with some of Australia's leading service providers to make sure you're getting the best value for your choice. Plus, **we guarantee service** for electricity connections and keep you informed every step of the way, giving you peace of mind.

How it works

1. Tick the consent box below
2. We'll give you a no obligation call
3. We'll arrange your services ready for your move

We'll attempt to contact you within 1 working day of receiving this application. If you don't hear from us, please call 1300 554 323 to ensure your services are connected.

PRIVACY CONSENT AND TERMS: By signing this form you consent and agree to the following: Connect Now Pty Ltd (ABN 79 097 398 662) ("connectnow") will collect, use and disclose your personal information to contact you (including electronically) about providing moving, connection and disconnection services and to inform you about products and services offered by its related companies and third party suppliers. These other companies may also use your details to contact you directly about their products and services. See connectnow's Privacy Policy for further details, including your rights to access and correct the information held about you at connectnow.com.au. Third party service providers (who may transfer your data overseas) may have their own Privacy Policy, which you can request from them. You consent to connectnow continuing to market to you unless you opt out, including by emailing privacy@connectnow.com.au. To the extent permitted by law and except where expressly guaranteed, connectnow is not responsible or liable for delayed or failed connections or the service providers' connection charges, which you must pay to them directly. Connectnow may be paid a fee by service providers and may pay a fee to real estate agents relating to services provided to you. If you nominate an alternative contact person on this application, you authorise them to act on your behalf to arrange moving, connection and disconnection services, including accepting third party terms. You warrant that you are authorised to make this application on behalf of all applicants and alternative contact persons listed and that each person has consented and agreed to the handling of their personal information on the same terms as you have.

☐ Yes, I accept the terms. Please call me to connect my new home services.

Signed _____ Date _____ PM/ID _____

connectnow.com.au | P: 1300 554 323 | E: info@connectnow.com.au | F: 1300 889 598



RESIDENTIAL TENANCY APPLICATION

A. Rental Property Address

Preference 1					
<input type="text"/>					
Preference 2					
<input type="text"/>					
Please complete one application per person					
2. Preferred Commencement Date					
Day	<input type="text"/>	Month	<input type="text"/>	Year	<input type="text"/>
3. Term			4. Rental Amount		
Years	<input type="text"/>	Months	<input type="text"/>	\$	<input type="text"/>
				Per Week	

B. Applicant Details

5. Name					
First Name		<input type="text"/>		Middle Name	
Surname		<input type="text"/>		<input type="text"/>	
		Mr		Mrs	
		Ms		Dr	
		Other		(circle)	
6. Other Applicant Names (All adults to reside at the property must be listed)					
1.		2.			
<input type="text"/>		<input type="text"/>			
3.		4.			
<input type="text"/>		<input type="text"/>			
7. Number of People to Occupy					
Adults		Children		Ages of Children	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
Pets Y/N		Type of Pet / Breed		Inside / Outside	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
8. Identification (photocopy MUST be attached)					
Drivers Licence		State Issued		Date of Birth	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
Alternative Identification					
Passport No		Country		<input type="text"/>	
<input type="text"/>		<input type="text"/>			
9. Current Address					
<input type="text"/>					
<input type="text"/>					
Postcode					
<input type="text"/>					
10. Contact Details					
Home Phone Number		Work Phone Number		<input type="text"/>	
<input type="text"/>		<input type="text"/>			
Mobile Phone Number		Email Address		<input type="text"/>	
<input type="text"/>		<input type="text"/>			

C. Current Landlord/Agent

If you are not currently renting go to Q12

11. Name of current Estate Agent/Private Landlord (please circle)

Contact Person / Agent			
Work Phone Number		Home Phone Number (If private landlord)	
Mobile Phone Number		Current Weekly Rental	\$
Length of Tenancy	Years		Months
Reason for Moving			

(If you are currently renting from a private landlord please provide a copy of the lease agreement or formal written reference)

12. Details if Home Owner

This home is to be

Sold	Rented	Retained	(please circle)
-------------	---------------	-----------------	-----------------

Details of Selling/Leasing Agent

Agent Name			
Contact			
Work Phone Number		Mobile Phone Number	
Sale Amount / Rental Amount	\$		
How long have you owned this property	Years		Months
Reason for Moving			
Other Comments			

D. Previous Landlord/Agent Details

13. Previous Address

Postcode	

14. Previous Landlord/Agent (If you were not renting go to Questions 15)

Contact Person / Agency			
Work Phone Number		Mobile Phone Number	
Weekly Rental	\$	Length of Tenancy	Years Months
Reason for Moving			

(If you have previously rented from a private landlord please provide a copy of the lease agreement or formal written reference)

15. Details if Home owner

Was your home	Sold	Rented	Retained	(please circle)	Sale Price/Rental Amount	\$
Details of Selling/Leasing Agent						
Agent Name						
Contact		Phone				
Length of Stay		Years		Months		
Reason for Moving						

E. Employment

16. Current Employer

(Please provide copies of payslips or relevant supporting documents if possible)

Employer Name Your Position

Employment Address
 Postcode

Phone Number

Employed Since: Income \$ p/w after tax

Full Time

Part Time

Casual

(please circle)

If Self Employed:

Accountant's Name Contact Number

Type of Business ACN

Do you intend to operate any part of your business from home Yes/No. (Please Circle)

Income \$ p/w after tax

17. Previous Employer

Employer Name Phone

Position Employment Period

Full Time Students please complete

Course Name

Campus

Campus Contact

Enrolment Number

Photocopy of student card must be supplied

F. References (Not next of Kin)

18. Professional Reference

Name Phone No

19. Personal Reference

Name Phone No

Relationship to you

G. Emergency Contact (Not residing with you)

Next of Kin Relationship

Phone No

H. Tenancy Disclosure Statement

This information on this form is being collected by [redacted] is a condition of application for tenancy that you consent to the collection and use of your personal information by [redacted]. We require this information so that we may consider your application to tenancy/lease a property. We may provide this information and any or all of the information provided to us by any party to any third parties including Landlords, Landlords Agents and Solicitors and various government or statutory authorities in the interests of openness and transparency between all parties concerned. We may also contact personal and credit references you nominate and exchange personal information according to normal commercial practice. Your personal information will be added to our database and may be used for the secondary purpose of providing you with further information about properties and services referred by [redacted] in response to ensure information you provide to us is correct at all times.

I. National Tenancy Database Disclosure Statement

You can contact National Tenancy Database Pty Ltd (NTD) on (03) 8523 4650.

Facsimile: (03) 8523 4650
Address: PO Box 1374 George St, Sydney NSW 1588
Website: www.ntd.net.au

PRIMARY PURPOSE

NTD collects your personal information to provide to its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through Licensed real estate agent members of NTD. NTD also provides credit information on companies / directors applying for commercial leases.

The real estate agent / property manager will advise NTD of your conduct throughout the lease / tenancy, and the information will form part of your tenant history.

NTD usually discloses information to:

- Licensed real estate agent members
- NTD's parent company, Collection House Limited
- ABN 74 101 230 716 and its subsidiaries and related entities
- Credit Bureaus

If your personal information is provided to NTD the real estate agent / property manager will not be able to carry out their professional duties and will not be able to provide you with a tenancy history of the premises.

Applicant

[redacted]

Signature

[redacted]

Print Name

J. Declaration

1. I acknowledge that this is an application to lease this property and that my application is subject to the owners approval and the availability of the premises on the due date. No action will be taken against the Landlord or Agent if the application is unsuccessful or should the premises not be ready for occupation on the date for whatever reason.

2. The tenant is responsible for the connection and payment of gas, electricity, telephone and water consumption. I acknowledge that I am responsible to turn the main power switch off before power is disconnected.

3. The tenant acknowledges that the premises are in a "Smoke Free Zone" and will ensure they and their tobacco do not smoke inside the premises.

4. I acknowledge that I have read and understood the privacy statements on this page.

5. During my inspection of this property I found it to be in reasonable clean condition and I accept the property in the current condition.

If this is not the case, please advise any items you would like added in prior to your tenancy. I acknowledge that these items are subject to the owners approval.

[redacted]

Signed

[redacted]

Name

[redacted]

Date

[redacted]

Please note, we will not accept a signed application if you will be required to sign a lease within 24 hours of approval of the application for your tenancy/lease on the due date.

Where did you first see the property advertised

Leasing Consultant ☐

Lease Board ☐

Relocation Consultant ☐

Internet ☐

Rent List ☐

Other ☐

K. Free Utility Connections

DIRECT CONNECT

Direct Connect can help arrange for the connection or provision of the following utilities and other services:

Electricity Gas Water Phone Internet
Insurance Removalist Truck or van hire Cleaners Pay TV

MAKING MOVING EASY

☐ Please tick this box if you would like Direct Connect to contact you in relation to any of the above utilities and other services.



This is a FREE service that connects all your utilities and other services.

We guarantee that when you connect with one of our local leading electricity and gas suppliers, your services will be connected on the day you move in. Please visit our Direct Connect's Terms & Conditions for further information.

Direct Connect has received this application. Direct Connect will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the current working day on receipt of this application to confirm your information and explain the details of the services offered. Direct Connect is a one-stop connection service. Direct Connect's services are free, however, for the result where providers may charge you a standard connection fee as well as preparing service charges.

DECLARATION AND EXCLUSION: By signing this application, you:

1. Acknowledge and accept Direct Connect's Terms and Conditions (which are included with this application);
2. Authorise Direct Connect to contact you by any means (including by telephone or SMS) even if the Customer's telephone number is on the Do Not Call Register in order to provide Direct Connect's services to you, to enter into negotiations with you relating to any of the services listed above, and to enter into a contract for the provision of the services listed above. This contract will continue for a period of 1 year from the date the contract enters into the Agreement;
3. Consent to Direct Connect using the information provided by you to enter into agreements with the service providers, this being by providing the information to service providers for the purpose of the service providers entering into agreements with you, they may use the information to market, supply and arrange you for services;
4. Authorise Direct Connect to enter into the National Metering Index and for Direct Connect to obtain a reference number for the premises you are moving to;
5. Agree that, to the extent provided in the Terms and Conditions, Direct Connect is not responsible for you for a connection or supply for the failure to connect or supply any of the services;
6. Acknowledge that Direct Connect is not a service provider, none of which may be paid by the real estate agent for its services, and that you are not entering into a part of any such fee.

By signing this application form, I declare that I am authorised to make this application and to provide the information, consents, acknowledgements, authorisations and other undertakings set out in this application on behalf of all applicants listed on the application.

Signature

[redacted]

Date

[redacted]

TENANCY APPLICATION INFORMATION

When completing & submitting an application for a rental property it is important that the following requirements are adhered to (otherwise your application **will not** be processed.)

- Every person over the age of 18 years is to complete an application form
- All sections are to be completed in full
- 100 points of ID has been photocopied & attached to your application
- Current proof of income has been photocopied & attached to your application
- If you are a homeowner, we require a current rates notice to be attached with your application

Processing Applications

We aim to process your application in 3 - 4 Business Days

Please keep in mind that the processing involves checking numerous references.

When we have completed processing your application, we will then present it to the landlord for their approval.

Regardless whether your application has been successful or not, you will be advised of the landlords decision.

Your application is regarded as a confidential document. If your application has been unsuccessful, it will be destroyed. If you are considering alternative properties please advise our office to hold the application.

Successful Applicants agree that upon approval by the Landlord & to secure the property the applicant must pay

- 1) The first calendar months' rent via Money Order or Bank Cheque made out to [REDACTED]
Personal cheques will not be accepted
- 2) Security bond equal to a calendar month's rent.

* Please note we **do not** make photocopies. Please have them ready when submitting your application.

TENANCY APPLICATION FORM

One form to be completed for each person over 18.

PROPERTY DETAILS:

Property Address: _____

Have you viewed the property? YES NO

Lease term: 12mths Other _____

No. & age of Children: _____

No & Name of Adults: _____

Name of Children: _____

Commencement date: _____

Smoking / Non smoking

Rent \$ _____ per wk/month Bond _____

PERSONAL DETAILS:

Title: Dr Mr Mrs Ms Miss

Date of Birth: _____

Surname: _____

Given names: _____

Drivers license no: _____

State: _____

Car Registration no: _____

Make/Model: _____

Passport no: _____

Country: _____

Pension no: _____ Expiry: _____

Pension Type: _____

Medicare no: _____

APPLICANT RENTAL HISTORY:

Length of time at you current address: _____

Agent/Landlord: _____

Phone no: _____

Rent: \$ _____ per week \$ _____ pcm

Why are you leaving this address? _____

Previous address: _____

Length of time at this address: _____

Agent/Landlord: _____

Phone no: _____

Rent: \$ _____ per week \$ _____ pcm

CONTACT DETAILS:

Current Address: _____

Home phone no: _____

Work phone no: _____

Mobile phone no: _____

Email address: _____

EMPLOYMENT / CENTRELINK / STUDENT DETAILS:

(*include accountant details if self-employed)

Current Employer: _____

*Accountant: _____

Occupation: _____ Full-time/Part-time/Casual

Address: _____

Phone no: _____

Contact Person: _____

Net income: _____ per week _____ per year

Length of employment: _____

Previous Employer: _____

Occupation: _____ Full-time/Part-time/Casual

Address: _____

Phone no: _____

Net income: _____ per week _____ per year

Length of employment: _____

REFERENCES / CONTACTS:

Two (2) References:

1. Name: _____

Relationship: _____

Phone no: _____ Mobile no: _____

2. Name: _____

Relationship: _____

Phone no: _____ Mobile no: _____

EMERGENCY CONTACT: (Not husband / wife / de facto)

Name: _____

Relationship: _____

Address: _____

Phone no: _____ Mobile no: _____

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Please provide details of any pets: YES / NO

Type / Breed Council registration number

1. _____
2. _____

PLEASE TAKE NOTE OF THE FOLLOWING:

- This application is accepted subject to the owner's approval and no action shall be taken by the applicant against the landlord and the agent should any circumstances arise whereby the property is not available for occupation on the due date.
- Processing of applications usually take approximately 3 – 4 business days, with all references being contacted.
- Initial Rental payment must be made by bank cheque or money order within 24 hours after approval of application. No personal cheques.
- Keys will not be handed over until the lease agreement has been signed by all applicants and bond and rent has been paid in full.
- I hereby offer to rent the property from the owner under a lease to be prepared by the Agent/Landlord Lawyer. Should this application be accepted by the landlord I agree to enter into a Residential Tenancies Agreement pursuant to the Residential Tenancies Act 1997.
- I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I accept that the Real Estate Agent may conduct independent reference and credit checks on this application. I declare that I have inspected the premise.
- Information already held on a tenancy database may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the agent may also disclose such information to The Real Estate Institute of your state and to NTD or TICA for the purpose of documenting all leasing data in the area. In providing this information, you (the applicant) agree to its use, unless you advise the Agent differently.
- If your personal information is not provided to the Agent and you (the applicant) do not consent to the use of this information as specified above, the Agent cannot carry out their duties and may not be able to provide you with the lease/ tenancy of the premises.

Payment arrangement: payments are to be made via bpay

This application will NOT be processed until 100 points of ID is achieved for EACH APPLICANT.

You will need to bring the below items in already photocopied and attached to this application form – Please read application form carefully as some sections may not apply to you. Check that you have read all pages and signed where necessary.

Source (circle the points you are providing)	Applicant
Current Drivers Licence/ Learners Permit or Passport	40 points
Previous 3 month bank statements - MUST HAVE	20 points
If employed, last 2 payslips	20 points
If renting – most recent rental ledger	10 points
If self-employed – EOY Financial statement	10 points
Centrelink statement	20 points
Proof of age card/ birth certificate	20 points
Previous 3 month rent receipts	10 points
Medicare/ Credit or bank card	10 points
Gas, electricity or phone bills	10 points each
Concession/ pension card	10 points
Total:	

NB: Should you not be able to meet the "100 Check Points", please speak to the Property Manager. All applicants for tenancy are referred to Barclay MIS and Ntd for confirmation of details supplied. No application will be accepted until all details have been referred to Barclay & Ntd.

AGENT DECLARATION / PRIVACY STATEMENT:

The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Application's identity and to process and evaluate the application and to manage the tenancy if the Agent has been engaged to manage the Property. The personal information collected about the Applicant may be disclosed, by use

of the internet or otherwise, to other parties, including media organisations, the landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agents to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website, www.reiv.com.au and the privacy of realestateview can be viewed at www.realestateview.com.au.

The Agent will only disclose information in this way to other parties to achieve the purpose specified above or as otherwise allowed under the Privacy Act.

If the Applicant would like to access this information they can do so by contact the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. 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.

Did you know you can pay your bond in instalments with easyBondpay™

Yes! ☐ If approved for this property I would like to receive an easyBondpay quote.

www.easybondpay.com.au or call us on 1300 022 663 (1300 02 BOND)

SIGNATURE: _____

TENANT NAME: _____

DATE: _____

YourPorter

Telephone: 1300 400 600
Fax: 1300 326 468
www.yourporter.com.au

YourPorter is a FREE service connecting utilities and other services. If the Agent approves this application, YourPorter will connect your water for the purpose of usage charges at your new property on behalf of the Real Estate Agent. YourPorter will be contacting you by phone, SMS, or email for the purposes of assisting you to connect your utilities within 24 hours of receiving this application for next business day connection.

- | | | |
|---|-------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Pay TV | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Car Insurance | <input type="checkbox"/> Home Loans | <input type="checkbox"/> Health Insurance |
| <input type="checkbox"/> Life Insurance | | |

DECLARATION AND ACCEPTANCE:

I/We consent to the disclosure of this application form (including any personal information contained in this form) to YourPorter Pty Ltd (ABN 36 252 576 050) for the purpose of allowing YourPorter and its service providers to contact me for the connection of services as offered by YourPorter.

I/We acknowledge that if I/We do not provide my/our personal information, YourPorter will not be able to provide these services to me/us. YourPorter will ensure that my/our personal information is collected, used, held and disclosed in accordance with the requirements of the Privacy Act 1988 (Cth).

I/We acknowledge that YourPorter may receive a benefit in relation to the connection of any of the services listed above. I/We consent to YourPorter contacting me by phone or SMS in relation to the connection of the services listed above. I/We acknowledge that this consent permits YourPorter to contact me even if the numbers listed on this application are listed on the Do Not Call Register. YourPorter will otherwise collect, hold, use and disclose personal information in accordance with their privacy policies, which are available at www.yourporter.com.au/general/privacy-policy/. YourPorter is a free service, but I/We acknowledge that standard connection fees may apply for services connected (in addition to the ongoing service fees).

I/We acknowledge that neither YourPorter nor the Agent accept any responsibility for any delay in or failure to arrange or provide for any connection of a service or for any loss, damage, cost or expense in connection with such delay or failure. By signing this application, I/We understand YourPorter is a value add product and that I/We are under no obligation to use YourPorter.

Signed: _____

Date: _____

OFFICE USE ONLY

SENIOR PROPERTY MANAGER:

DATE RECEIVED: _____

APPROVED: _____

YES NO

Residential Application Form

6

For your application to be processed, you must answer all questions (including the reverse side) and provide an application for each individual applicant.

1. What is the address of the property you would like to rent?

Postcode

Property Rental

\$ Per week \$ Per calendar month

2. Preferred Lease commencement date?

Day Month Year

3. Preferred Lease term?

Years Months

4. How many tenants will occupy the property?

Adults Children - Ages?

5. Have you viewed the property? Yes No

6. Joint Applications (if applicable)

If there are any additional applicants applying to share this property, please state their name(s) below:

7. Have you been happy with the service we have provided?

Yes No

8. Please give us your details

Mr Ms Miss Mrs Other

Surname Given name/s

Date of Birth Driver's license number

/ /

Driver's license expiry date Driver's license state

/ /

Passport No. Passport country

Pension No. (if applicable) Pension Type (if applicable)

9. Please provide your contact details

Home phone No. Mobile phone No.

Work phone No. Fax No.

Email address

10. What is your current address?

Postcode

11. How long have you lived at your current address?

Years Months

12. Why are you leaving this address?

13. Please tell us about this rented property

Name of Landlord or Agent

Landlord/Agent's phone no. Weekly rent paid \$

14. What was your previous residential address?

Postcode

15. How long did you live at this address?

Years Months

16. Please give us further information about this rented property

Name of Landlord or Agent

Landlord/Agent's phone no. Weekly rent paid \$

Bond refunded in full? If not why not? Yes No

17. Please provide your employment details

What is your occupation?

What is the nature of your employment?
(FULL TIME / PART TIME / CASUAL / SELF EMPLOYED)

If self employed please provide copy of your last tax return.

What is your position held

Employer's name (inc. accountant if self-employed or institution if student)

Employer's address

Postcode

Contact name

Phone No. (Land Line) Mobile phone No.

Length of employment Net Monthly Income
Years Months \$

18. Please provide your previous employment details
Occupation?

Employer's name

Contact No. of previous employer Contact name

Length of employment Net Monthly Income
Years Months \$

19. Please provide a contact in case of emergency

Surname Given name/s

Relationship to you Phone No.

20. Please provide 2 professional references (not related to you)

1. Surname Given name/s

Relationship to you Phone No.

2. Surname Given name/s

Relationship to you Phone No.

20. Car make & registration

21. Do you have any pets? Yes No

If yes, please provide details

Breed/Type Inside/Outside Council Registration / No.

PLEASE NOTE: Owner's have the right to reject pets

Driver's Licence	50
Passport	50
Proof of Age Card	50
Student ID Card	50
Copy of Mobile Phone Account	20
Copy of Medicare Card	20
Concession / Pension Card	10
Copy of Gas/Water/Electricity account	30 each

Board Local Paper
Counter List Other (specify)
The Internet - Which site?

**on the
move**

FREE Service
One Stop Shop
No Obligation
Quality Suppliers

Let **On The Move** reduce your stress and save you time by arranging to connect the utilities at the rental property... at no extra cost!

Simply tick the box below and we will contact you within 24 hours to confirm.

☐

ELECTRICITY / GAS / PHONE / INTERNET / FOXTTEL

On The Move will use the information on this page to explain the services offered and to undertake any connection and disconnection services authorised (including the provision of information to utility companies). Personal information collected by On The Move may be accessed by contacting On The Move using the contact details above. On The Move and your Agent may receive a benefit for arranging your services. Normal service provider fees or bonds may apply.

Phone: 1300 850 360 Fax: 1300 661 160 www.onthemove.com.au

In accordance with the Residential Tenancy Act 1997 all Tenants are notified about databases. When prospective tenants apply to rent a property, a landlord or estate agent must:

- advise them that they subscribe to a tenancy database (where that is the case)
- provide the contact details of the database operator

We use National Tenancy Database 1300 526 836 www.ntd.net.au

All payments to be made by Easypay.

I acknowledge that my application is subject to the owners' approval and the availability of the premises on the due date. No action will be taken against the Landlord or Agent if the application is unsuccessful or upon acceptance should the premises not be ready for occupation on this date, for whatever reason. I accept that rental amounts are subject to change by providing the required notice.

I confirm the following:

1. During my inspection of this property, I found it to be in relatively clean condition; or
2. I believe the following items should be attended to prior to my tenancy commencing. I acknowledge that these items are subject to the owner's approval.

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancies Agreement.

I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal information from:

- (a) the owner or the Agent of my current or previous residence;
- (b) my personal referees and employer/s;
- (c) any record, listing or database of defaults by tenants;

If I default under a rental agreement, the Agent may disclose details of any such default to a tenancy default database, and to agents or landlords of properties I may apply for in the future.

I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents
- (c) allow organizations/tradespeople to contact me
- (d) lodge/claim/transfer to/from the RTBA
- (e) refer to Tribunals/Courts & Statutory Authorities
- (f) refer to collection agents/lawyers (where applicable)
- (g) complete a credit check with NTD (National Tenancies Database)
- (h) transfer water account details into my name

If Section H is completed, I consent to the disclosure of this page of the application form to On The Move for the purpose of enabling On The Move to offer the connection and disconnection services to me.

I am aware that if my personal information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises. I am aware that I may access personal information on the contact details above.

Signature:

Date:

Print Name:



Tenancy Application Form

A. Agent Details

This form will automatically be saved to your computer as you complete it and will only be cleared once you have submitted it to 

Property Manager *



B. Property Details

1. What is the address of the property you would like to rent? *

Number

Street

Suburb

Postcode

3. Lease Start Date *

DD/MM/YYYY

4. Date property inspected / viewed *

DD/MM/YYYY

5. Preferred Lease Term *

Years

Months

6. Property Rental *

Per week

Per calendar month

7. How many people will normally occupy the property? *

Adults

Children

Ages

Please list the names of all other adult applicants *

Tenant Names

**** EACH ADULT MUST FILL IN A SEPARATE APPLICATION ****

C. Personal Details

7. Please give us your details *

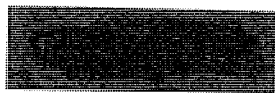
Mr



Surname

Given Names

Date of Birth *



Driver's Licence

Licence Number

dd/mm/yyyy

Victoria

Passport

Passport Number

Passport Country

Pension Number *(if applicable)*

Pension Number

Pension Type

8. Please provide your contact details *

Home

Mobile

Work

Email Address

9. What is your current address? *

Number

Street

Suburb

Postcode

D. Utility Connections





Let On The Move reduce your stress and save you time by arranging your utility connections at the property at no extra cost! We will contact you within 2 hours to confirm.

ELECTRICITY, GAS, TELEPHONE, INTERNET, FOXTEL

Ph: 1300 850 360 Fax: 1300 661 160 Email: sales@onthemove.com.au

I would like On The Move to contact me!

• Yes No

Terms & Conditions - By ticking the box above, you are consenting to On The Move contacting you to arrange your services. On The Move may need to disclose personal information to utility companies to arrange your services. Please see On The Move's Privacy Policy at www.onthemove.com.au. On The Move and your Agent may receive a benefit for arranging your services. On The Move & your agent do not accept responsibility for any delay or failure to connect your services. Standard connection fees & bonds may apply.

E. Declaration

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the owner I agree to enter into a Residential Tenancies Agreement pursuant to the Residential Tenancies Act 1997.

I acknowledge that this application is subject to the approval of the owner. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal information from:

- a. the owner or the Agent of my current or previous residence;
- b. my personal referees and employer/s;
- c. any record, listing or database of defaults by tenants;

If I default under a rental agreement, the Agent may disclose details of any such default to a tenancy default database, and to agents/owners of properties I may apply for in the future. I am aware that the Agent will use and disclose my personal information in order to:

- a. communicate with the owner and select a tenant
- b. prepare lease/tenancy documents
- c. allow organisations/ trades people to contact me
- d. lodge/claim/transfer to/from the Residential Tenancies Bond Authority
- e. refer to Tribunals/Courts & Statutory Authorities (where applicable)
- f. refer to collection agents/lawyers (where applicable)
- g. complete a credit check with NTD (National Tenancies Database Phone 1300 563 826 – Email info@ntd.net.au)
- h. transfer water account details into my name

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises.



providers for that purpose and to obtain confirmation of the connection or disconnection. I acknowledge that neither On The Move nor the Agent accept any responsibility for any delay in, or failure to arrange or provide for, any connection or disconnection of a utility, or for any loss in connection with such delay or failure.

By ticking this box I confirm that I have read, understood and agreed with the above declaration

Yes

F. Applicant History

10. How long have you lived at your current address? *

Years

Months

11. Please tell us about this rented property.

Owner / Agent *

Name

Phone Number

Weekly rent paid *

\$ Weekly Rent

Reason for leaving this address? *

Reason for leaving

12. What was your previous residential address? *

Number

Street

Suburb

Postcode



14. Please give us further information about this rented property.

Owner / Agent *

Name

Phone Number

Weekly rent paid *

\$ Weekly Rent

Was the bond refunded in full? If NO, why not? *

☐ Yes ☐ No

If NO, why not?

Why wasn't bond repaid?

G. Employment History

**** PLEASE PROVIDE PROOF OF INCOME (E.G. PAYSリップ, BANK STATEMENT OR CENTRELINK STATEMENT) ****

15. Please provide your employment details.

What is your occupation? *

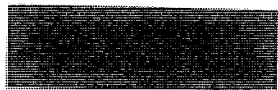
Occupation

What is the nature of your employment? *

☐ Full Time ☐ Part Time ☐ Casual

Employer's name (inc. accountant if self-employed or institution if a student) *

Employer name



Suburb

Postcode

Contact Name *

Name

Phone Number

Length of employment *

Years

Months

Weekly / Annual Income *

\$ Weekly

\$ Annually

H. Previous Employment Details

16. Please provide your previous employment details.

Occupation

Employer's name

Employer name

Length of employment

Years

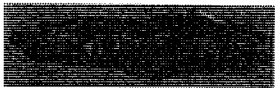
Months

Net Income

\$ Net Income

I. Contacts / References

17. Please provide a contact (in case of emergency).



18.

Please provide two personal references (not related to you).

Reference 1

Surname

Given Names

Relationship to you

Phone Number

Reference 2

Surname

Given Names

Relationship to you

Phone Number

J. Other Information

20. Car Registration?

Car Registration

21. Please provide details of any pets

Type / Breed

Council Registration Number

Type / Breed

Council Registration Number

Type / Breed

Council Registration Number

22. How did you hear about this property?

☐ Board

☐ Newspaper

☐ Internet

☐ Office

☐ Other, please specify:

☐ Other

K. Paying Rent

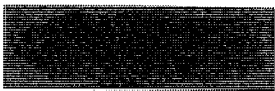
I would like to pay rent using (please tick):

☐ Direct Debit

☐ Credit Card

☐ Cheque

We accept:



A credit card surcharge of 0.88% applies to Visa and MasterCard

L. Please Note

First month's rent and bond must be made by bank cheque or money order within 24 hours after approval of application. **NO PERSONAL CHEQUES PLEASE.**

Keys will not be handed over until the lease agreement has been signed by all applicants.

This application is accepted subject to the availability of the property on the due date and no action shall be taken by the applicant against the landlord and the agent should any circumstances arise whereby the property is not available for occupation on the due date.

M. Identification

Please provide us with 100 points of ID from the following:

- Your Passport (50 Points)
- Your Birth Certificate (50 Points)
- Your Driver's Licence (50 Points)
- Copy of Gas/Water/Electricity bill (30 Points each)
- Copy of Credit Card or Other bill (25 Points)
- Copy of Mobile Phone account (20 Points)
- Copy of Medicare Card (10 Points)
- Concession / Pension Card (10 Points)

No file chosen

No file chosen

No file chosen

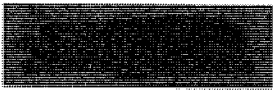
No file chosen

No file chosen

* Maximum 5MB

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)



Join in on the conversation



Find out what your home
is worth

TALK TO AN EXPERT

Get an instant valuation
of your home

CLICK HERE

* Powered by CoreLogic

Sell



Recent Sales

Melbourne Auction Results

Vendor Resources

Sales Appraisal Form

Buy

Residential

Commercial

Open for Inspection

Melbourne Auction Results

Buyer Resources

Rent

Residential

Commercial

Open for Inspection

Tenancy Application Form

Maintenance Request

Resources

I'm a Landlord

I'm a Tenant

I'm a Visitor

Please ensure all fields are completed so we can process your application promptly

Rental Property Details:

Address:

Postcode:

Rental Amount \$ Weekly Monthly

Bond Amount \$

Commencement Date: / / Term: yrs/mths

Occupants who will reside at the property

Name: Age

Name: Age

Name: Age

Name: Age

Pets - if yes, how many? Type/breed

Applicant Details

Title: Family or Surname:

Given name/s:

Date of birth: / / Home Ph:

Work Ph: Mobile Ph:

Email address:

Australian Driver's Licence No:

State: Expiry date:

Passport No (if applicable):

Country: Expiry date:

Own Motor Vehicle: Yes/ No

Car Make/ Model: Car Rego:

Current address:

Postcode:

Do you: Rent/ Own

Length at this address: years months

If rented - rent paid \$ per week

Name of Landlord/ Agent:

Phone no. of Landlord/ Agent:

Reason for leaving:

Bond received in full: Yes / No

Previous address:

Postcode:

Do you: Rent/ Own

Length at this address: years months

If rented - rent paid \$ per week

Name of Landlord/ Agent:

Phone no. of Landlord/ Agent:

Reason for leaving:

Bond received in full: Yes / No

Students

Name of Institution:

Campus:

Course:

Years of Study: Copy of Student card Att: Yes/ No

Parents Name: Parents Ph:

Parents Address:

Financial Support: Yes / No

Employment Details

Current Employment Details:

Position Held:

Term of Employment:

Income per Annum:

Business Name & Address:

Contact: Ph:

Self Employed: Yes / No ABN:

Business Type:

Accountant Name: Ph:

Solicitor Name: Ph:

Previous Employment Details:

Position held:

Term of employment:

Income per Annum:

Business Name & Address:

Contact: Ph:

References

Personal Referees:

1. Name: _____ Ph: _____

Relation: _____

Occupation: _____

2. Name: _____ Ph: _____

Relation: _____

Occupation: _____

Emergency Contact

Emergency Contact / Next of Kin: _____

Name: _____

Relation to the applicant: _____

Home Ph: _____ Mobile Ph: _____

Address: _____

Please Provide The Following With Your Application

Copy of Drivers License / Photo ID / Passport

Last 3 Wage Slips

Current & Previous 2 Months Bank Statements

Previous Rental Tenancy Reference

2 Previous Rental Receipts

Telephone / Electricity Accounts

How did you find out about this property?

☐ City Weekly ☐ Office Window Display ☐ www.realestateview.com.au

☐ The Age ☐ www.propertyx.com.au ☐ www.realestate.com.au

☐ Office Rental ☐ www.domain.com.au ☐ Other Internet
List

FREE Utility Connection Service

Once we have received your application we will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this application.

Please tick utilities as required: ☐ Water

☐ Electricity ☐ Gas ☐ Phone ☐ Internet



DECLARATION AND EXECUTION: By signing this application, I/we: consent to Direct Connect arranging for the connection and disconnection of the nominated utility services and to providing information contained in this application to utility providers for this purpose; acknowledge having been provided with terms and Conditions of Supply of Direct Connect and having read and understood them together with the Privacy Collection Notice set out below; declare that all the information contained in this application is true and correct and given of their own free will; expressly authorise Direct Connect to provide any information disclosed in this Application to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; expressly authorise Direct Connect to provide any information disclosed in this Application to an information provider for the purpose of that information provider disclosing it to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Utility Connections" above even if we/I have not applied for the connection of those services in this application. This consent will continue for a period of 1 year from the date of our/my execution of this application/until (28) days after we/I disconnect the last of the services in respect of which this application is made; acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register; understand that under the requirements of the Privacy Act 1988, Direct Connect will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse; authorise the obtaining of a National Metering Identifier (NMI) for my residential address to obtain supply details; consent to Direct Connect disclosing my/our details to utility providers (including my/our NMI and telephone number); declare and undertake to be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and hereby indemnify Direct Connect and its officers, servants and agents and hold them indemnified against any charges whatsoever in respect of the Services; acknowledge that, to the extent permitted by law, Direct Connect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of the services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection, disconnection or provision of, or failure to connect or disconnect or provide, the nominated utilities; acknowledge that whilst Direct Connect is a free service I/we may be required to pay standard connection fees or deposits required by various utility providers; acknowledge that the Services will be provided according to the applicable regulations and that the time frames and terms and conditions of the nominated utility providers bind me/us and that after hours connections may incur additional service fees from utility providers; acknowledge that the real estate agent listed on this application form may receive a benefit from Direct Connect in connection with the provision of the service being provided to me/us by Direct Connect; and acknowledge the entitlement of Direct Connect and its associates, agents and contractors, to receive a fee or remuneration from the utility provider and that such fee or remuneration will not be refunded to me as a rebate in connection with the provision of the utility connection services.

By signing this application form, I warrant that I am authorised to make this application and to provide the consents, acknowledgements, authorisations and other undertakings set out in this application form on behalf of all applicants listed in this application form.

Signature: _____

Date: ____ / ____ / ____

Declaration

I acknowledge that this is an application to lease this property and that my application is subject to the owner's approval and the availability and the availability of the premises on the due date. No action will be taken against the Landlord or Agent if the application is unsuccessful or upon acceptance should the premises not be ready for occupation on this date, for whatever reason. I accept that rental amounts are subject to change by providing the require notice.

I agree, unless otherwise noted upon commencement the property will be in the same condition as upon my inspection. _____ makes no representation to the availability of parking permits, enquires must be made by me as a prospective tenant to the local council.

I agree that if this application is successful, I am required to pay one month's rent on or prior to the signing of the Lease Agreement within 24-48 hours of approval. The commencement date of this lease agreement will indicate my rental pay date and after this first initial payment, I am obliged to pay each monthly rental payment in advanced to that specified and agreed rental payment date. I am also required to pay the equivalent of one (1) months rent on or prior to the signing of the Lease Agreement which will be considered as the bond and will be forwarded to the Residential Tenancies Bond Authority until the termination of the Lease Agreement.

I agree, unless otherwise noted, upon commencement this property will be in the condition as upon my inspection. I, the above-mentioned applicant solemnly declare that the information contained in the application form is true and correct. I understand that making false statements is punishable by law and I shall notify the agent of any changes to the information immediately.

I understand my responsibilities to arrange for the connection and payments of gas, electricity, telephone and water consumption. I hereby acknowledge and authorize _____ To conduct independent reference checks and to provide my information to the landlord for the purpose of assessing my eligibility to rent the property.

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent pursuant to the Residential Tenancies Act 1997.

Signature: _____ Date: ____ / ____ / ____

Print Name: _____

Tenancy Privacy Statement

Due to recent changes in the Privacy Laws, from December 21, 2001 all property managers must ensure that you fully understand the national Privacy Principles and the manner in which we must use your private information in order to carry out our roles as professional property managers. Please take the time to read this Privacy Statement carefully, and once completed return to this office with your tenancy application. As professional property managers, we collect personal information about you. To ascertain what personal information we have about you, you can contact the office.

NTD Disclosure Statement

You can contact National tenancy Database Pty Ltd (ABN 65 079 105 025) ("ntd") by:

Telephone: (03) 610 4996 Fax: (03) 9620 7339 Email: kim@ntd.net.au Address: 7/477 Collins St, Melbourne, 3000 Web: www.ntd.net.au

Proof of Identity will be required, ie. Photo License, Passport etc. Primary Purpose

NTD collects your personal information to provide its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of NTD.

NTD also provides credit information on companies/directors applying for commercial leases. The real estate agent/property manager will advise NTD of your conduct throughout the lease/tenancy, and that information will form part of your tenancy history.

NTD usually discloses your information to: Licensed Real Estate Agent members

NTD's parent company, Collection House Limited ABN 74 010 230 716 and its subsidiaries and related entities Credit Bureaus

If your personal information is not provided to NTD, the real estate agent/property manager will not be able to carry out their professional responsibilities and will NOT be able to provide you with a lease/tenancy of the premises.

Signature: _____

Print Name: _____

Date: _____

Witness: _____

Parental Guarantee

I _____

(Parents Name)

the parent of _____ do hereby consent to

(Student Name)

his/her rental of the property at _____

(Address)

I agree that I will be financially supporting my child as they study in Melbourne.

I support this lease application and I hereby agree to indemnify _____ and the owner of the property for any rental and or damage that my son/daughter causes during the duration of the tenancy and at the vacating of the tenancy.

Signed: _____

Date: / /

Name: _____

Address: _____

Phone: _____

Please attach a copy of passport with this guarantee.

9

Rental Application Form



NOTICE TO APPLICANTS

We DO NOT photocopy documents.

Applications will NOT be accepted until all supporting document are attached.

Compulsory -

1. Proof of Income & Last 4 Rent Receipts or Rental Ledger (if you are currently renting)
2. 100 points of identification is required.

CURRENT DRIVER'S LICENCE	40	CURRENT REGISTRATION PAPERS	10	GAS, ELEC OR PHONE ACCOUNT	10
PASSPORT	30	REFERENCES FROM PREVIOUS AGENT	20	MEDICARE OR OTHER CARDS	10
PHOTO ID	30	COPY OF BIRTH CERTIFICATE	30		

*Each adult wanting to reside in the property is required to complete an application.

*Submit your application as quickly as possible and ensure your forms are filled out correctly and all contact numbers are provided.

IMPORTANT

Leases are required to be signed within 24 hours of approval.

The first months rent is to be paid in full within 24 hours of approval. This can be paid via Bank Cheque or Money Order made payable to [REDACTED] EFT facilities are also available. Cash is not accepted.

The bond is to be paid in full prior to collection of keys. This needs to be paid via a Bank Cheque or Money Order made payable to 'R.T.B.A'.

In order to make submit this application, the tenant confirms that they have inspected the property both internally and externally and are satisfied with the condition.

APPLYING ONLINE

1. To apply online please visit [REDACTED]
2. Search for the rental listing and click 'Apply Here'
3. Sign up or login to 1Form.com.au
4. Fill out your details and send your application. Identification MUST be attached

Inspection code for online applications is 3115

ACKNOWLEDGMENT

Should your application be successful you will be notified by phone and requested to confirm your tenancy.

Thank you,

[REDACTED]



PROPERTY DETAILS

PROPERTY ADDRESS:

RENT PER WEEK: \$

BOND AMOUNT: \$

LENGTH OF TENANCY: Years:

Months:

TENANCY TO COMMENCE: Date:

/ /

HOW MANY TENANTS WILL OCCUPY THE PROPERTY?

Adults:

Children:

Ages:

Did you know you may be eligible to pay your bond in instalments with **easyBondpay**™

☐ Yes! If approved for this property I would like to receive an easyBondpay quote

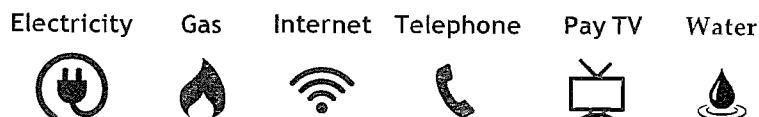
*We receive a commission of 2% of the bond amount if a bond loan is approved.



Harcourts Connect is a simple and convenient time saving service assisting you to connect your Water Electricity, Gas, Phone, Internet and Pay-TV to a choice of Australia's leading providers.

No longer do you need to call each service provider individually, wait on hold and repeatedly give your personal details. We take care of it all for you at **NO COST** with the one simple phone call.

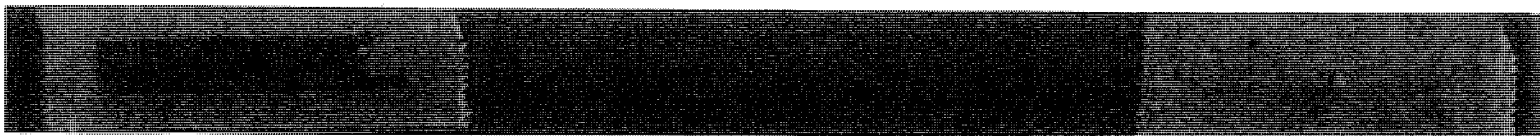
Redacted representative will contact you within one working day of receiving an application. If we are unable to contact you, we can be contacted Redacted ensure connection can be completed by your requested date.



I UNDERSTAND THAT Redacted ME TO ARRANGE WATER CONNECTION, AND OFFER OTHER UTILITY CONNECTIONS.

Signature: X

PRIVACY CONSENT AND TERMS: By signing this form you consent and agree to the following: Redacted will collect, use and disclose your personal information to contact you (including electronically) about providing moving, connection and disconnection services and to inform you about products and services offered by its related companies and third party suppliers. These other companies may also use your details to contact you directly about their products and services. See connectnow's Privacy Policy for further details, including your rights to access and correct the information held about you at connectnow.com.au. Third party service providers (who may transfer your data overseas) may have their own Privacy Policy, which you can request from them. You consent to Redacted continuing to market to you unless you opt out, including by emailing Redacted. To the extent permitted by law, Redacted not responsible or liable for delayed or failed connections or the service providers' connection charges, which you must pay to them directly. Redacted may be paid a fee by service providers and may pay a fee to real estate agents relating to services provided to you. If you nominate an alternative contact person on this application, you authorise them to act on your behalf to arrange moving, connection and disconnection services, including accepting third party terms. You warrant that you are authorised to make this application on behalf of all applicants and alternative contact persons listed and that each person has consented and agreed to the handling of their personal information on the same terms as you have.



APPLICANT 1: (please tick the appropriate box)

TITLE: Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Prof ☐ Dr ☐

GIVEN NAME:

SURNAME:

DATE OF BIRTH: / /

LICENSE STATE:

DRIVERS LICENSE NO:

EXPIRY DATE:

VEHICLE REG:

STATE:

PASSPORT NO:

PASSPORT COUNTRY:

PENSION NO:

TYPE:

CURRENT ADDRESS:

PHONE:

MOBILE:

EMAIL:

YOUR CURRENT SITUATION - APPLICANT 1

ARE YOU THE: Owner ☐ Renter ☐

TIME AT CURRENT ADDRESS: Years: Months:

REASON FOR LEAVING:

LANDLORD/AGENT NAME:

LANDLORD/AGENT CONTACT NUMBER:

RENT PER WEEK:

BOND REFUNDED: Yes ☐ No ☐

IF BOND NOT REFUNDED, WHY?

PREVIOUS RENTAL HISTORY - APPLICANT 1

PREVIOUS ADDRESS:

ARE YOU THE: Owner ☐ Renter ☐

TIME AT CURRENT ADDRESS: Years: Months:

REASON FOR LEAVING:

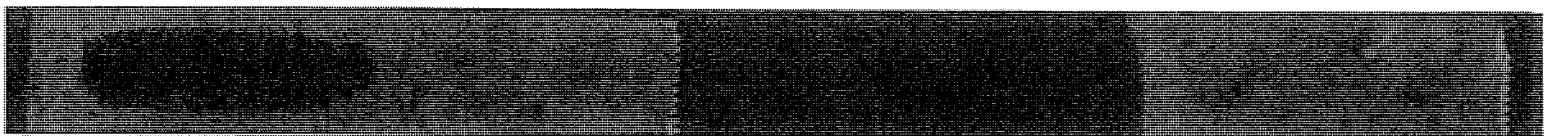
LANDLORD/AGENT NAME:

LANDLORD/AGENT CONTACT NUMBER:

RENT PER WEEK:

BOND REFUNDED: Yes ☐ No ☐

IF BOND NOT REFUNDED, WHY?



CURRENT EMPLOYMENT DETAILS - APPLICANT 1

CURRENT OCCUPATION:

EMPLOYMENT TYPE: ☐ Full time ☐ Part Time ☐ Casual

EMPLOYER NAME:

ADDRESS:

CONTACT NAME:

CONTACT NUMBER:

TIME WITH BUSINESS: Years: Months:

NET WEEKLY INCOME:

IF YOU RECEIVE CENTRELINK PAYMENTS - APPLICANT 1

TYPE:

AMOUNT PER FORTNIGHT

IF SELF EMPLOYED - APPLICANT 1

ACCOUNTANT:

ACCOUNTANT EMAIL:

CONTACT NAME:

CONTACT NUMBER:

PREVIOUS EMPLOYMENT HISTORY - APPLICANT 1

PREVIOUS EMPLOYER:

OCCUPATION:

ADDRESS:

CONTACT NUMBER:

TIME WITH BUSINESS: Years: Months:

IF YOU HAVE PETS - APPLICANT 1

PETS:

TYPES:

BREEDS:

AGES:

EMERGENCY CONTACT - APPLICANT 1

NAME:

CONTACT NUMBER:

RELATIONSHIP:

ADDRESS:

PLEASE SUPPLY TWO REFERENCES - APPLICANT 1

1) NAME:

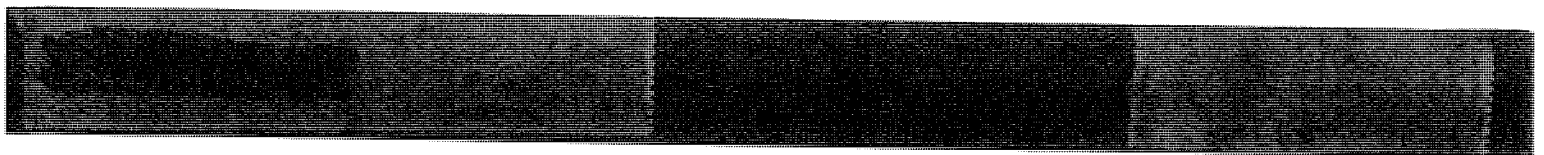
CONTACT NUMBER:

RELATIONSHIP:

2) NAME:

CONTACT NUMBER:

RELATIONSHIP:



APPLICANT 2: (please tick the appropriate box)

TITLE: Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Prof ☐ Dr ☐

GIVEN NAME:

SURNAME:

DATE OF BIRTH: / /

DRIVERS LICENSE NO:

EXPIRY DATE:

LICENSE STATE:

VEHICLE REG:

STATE:

PASSPORT NO:

PASSPORT COUNTRY:

PENSION NO:

TYPE:

CURRENT ADDRESS:

PHONE:

MOBILE:

EMAIL:

YOUR CURRENT SITUATION - APPLICANT 2

ARE YOU THE: Owner ☐ Renter ☐

TIME AT CURRENT ADDRESS: Years: Months:

REASON FOR LEAVING:

LANDLORD/AGENT NAME:

LANDLORD/AGENT CONTACT NUMBER:

RENT PER WEEK:

BOND REFUNDED: Yes ☐ No ☐

IF BOND NOT REFUNDED, WHY?

PREVIOUS RENTAL HISTORY - APPLICANT 2

PREVIOUS ADDRESS:

ARE YOU THE: Owner ☐ Renter ☐

TIME AT CURRENT ADDRESS: Years: Months:

REASON FOR LEAVING:

LANDLORD/AGENT NAME:

LANDLORD/AGENT CONTACT NUMBER:

RENT PER WEEK:

BOND REFUNDED: Yes ☐ No ☐

IF BOND NOT REFUNDED, WHY?

CURRENT EMPLOYMENT DETAILS - APPLICANT 2

CURRENT OCCUPATION:

EMPLOYMENT TYPE: ☐ Full time ☐ Part Time ☐ Casual

EMPLOYER NAME:

ADDRESS:

CONTACT NAME:

CONTACT NUMBER:

TIME WITH BUSINESS: Years: Months:

NET WEEKLY INCOME:

IF YOU RECEIVE CENTRELINK PAYMENTS - APPLICANT 2

TYPE:

CUSTOMER NUMBER:

AMOUNT PER FORTNIGHT:

IF SELF EMPLOYED - APPLICANT 2

ACCOUNTANT:

ACCOUNTANT EMAIL:

CONTACT NAME:

CONTACT NUMBER:

PREVIOUS EMPLOYMENT HISTORY- APPLICANT 2

PREVIOUS EMPLOYER:

OCCUPATION:

ADDRESS:

CUSTOMER NUMBER:

TIME WITH BUSINESS: Years: Months:

IF YOU HAVE PETS - APPLICANT 2

PETS:

TYPES:

BREEDS:

AGES:

EMERGENCY CONTACT - APPLICANT 2

NAME:

CONTACT NUMBER:

RELATIONSHIP:

ADDRESS:

PLEASE SUPPLY TWO REFERENCES - APPLICANT 2

1) NAME:

CONTACT NUMBER:

RELATIONSHIP:

2) NAME:

CONTACT NUMBER:

RELATIONSHIP:

Please turn over

TENANT PRIVACY STATEMENT & DISCLAIMER/AUTHORITY

APPLICANT 1 & APPLICANT 2

Due to changes in the Privacy Act Laws, from December 21, 2001 all property managers must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers. Please take the time to read this Privacy statement carefully, and once completed, return it to this office with your tenancy application.

As professional property managers, [REDACTED] collects personal information about you. To ascertain what personal information we have about you, you can contact us by Phone [REDACTED]

PRIMARY PURPOSE

As professional property managers, we collect your personal information to assess the risk in providing you with the lease/tenancy or the premises you have requested, and if the risk is considered acceptable, to provide you with the lease/tenancy of the premises.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

The landlord

- The landlord's lawyers and accountants
- The landlord's mortgagee
- Referees you have nominated
- Organizations / Trades people required to carry out maintenance to the premises
- Rental Bond Authorities
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025)

("ntd") /TICA

- Other real estate agents and landlords, Emergency Services, Police, Fire, Ambulance,
- Your emergency contact or next of kin

SECONDARY PURPOSES

We also collect your personal information to: Enable the Landlord's lawyers, or us, to prepare the lease/tenancy documents for the Premises.

Allow organizations/trades people to contact you in relation to maintenance matters relating to the premises.

Pay/release bonds to/from Rental Bond Authorities.

Refer to Tribunals, Courts and Statutory Authorities where necessary.

Refer to collection agencies/Lawyers (where default enforcement action is required).

Provide confirmation details for organizations contacting us on your behalf i.e.: banks, utilities, employers etc.

If your personal information is not provided to us, and you do not consent to the uses to which we put your personal information, we cannot process or assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with Lease/tenancy of the premises.

If your personal information is not provided to relevant Tenancy Database/s, the real estate agent/property manager will not be able to carry out their professional responsibilities and will not be able to provide you with a lease/tenancy of the premises.

I the said applicant, do solemnly and sincerely declare that the information contained in this application is true and correct and that all of the information was given on my own free will. I further consent to the lessor/agent contacting and or conducting any inquiries and or searches with regard to the information and references supplied in this application.

I the said applicant do solemnly and sincerely declare that I am over 18 years of age and have read and understand the contents of this agreement and have the competence and capacity to enter into this agreement. (If you are under 18 you must apply with someone over 18)

I the said applicant do solemnly and sincerely declare:-

1. I have inspected the property located at: _____
2. I have of my own accord decided that I wish to rent the aforementioned property commencing ____/____/____ for a period of ____
3. I have been informed, understand and agree that the rental for the aforesaid property is to be \$ _____ per calendar month and this rental is within my means to support.
- 4.i. I have been informed, understand and agree that the lessor/agent will carry out an inspection on the property on a 6 monthly basis with the first inspection taking place 3 months after I have moved into the property, and I further warrant that I will co-operate fully to allow this inspection to be carried out on a 6 monthly basis.
- 4.ii. I have been informed, understand and agree that the rental for the said property is to be paid every month on the due date one month in advance at all times.
5. I have been informed, understand and agree that the bond for the aforesaid property will be one months rent and I further authorise the letting agent to attend to all details regarding the lodgement of the bond with the appropriate authority.
6. I have been informed, understand and agree that should the full amount of the bond not be paid by the signing of the tenancy agreement, I authorise the letting agent to apply all or part of the subsequent rental payments to the apportioned to finalizing of the rental bond for the aforesaid property.
7. I have been informed, understand and agree that the acceptance of my application is subject to a satisfactory report being obtained from information supplied on the fully completed Tenancy Application submitted by me.
8. I have been informed, understand and agree that should there be a requirement to commence proceedings for recovery of rent, repairs and or damage to the aforesaid property during the term or at the expiration of the tenancy agreement all costs of recovery associated with these proceedings shall be able to be recovered from me.
9. I further consent to the agent disclosing all personal information that they may hold for the purpose of enforcing or commencing recovery action in relation to any debt owed as a result of outstanding rent, repairs and or damage that occurs during my period or tenancy.
10. I have been informed, understand and agree that should this application for tenancy not be accepted, the agent is not required or obligated to disclose why or supply any reason for the rejection of this application.
11. I confirm that I have read and understand the Privacy Policy that the lessor/agent has made available at <http://carrumdowns.harcourts.com.au>
12. I have been informed, understand and consent to the agent supplying all necessary information, as may be required, to any Tenancy Database/s that they use, subject to the Tenancy Database/s complying with the provisions of the Privacy Act. I have been informed, understand and consent to the agent supplying my personal details for the connection of water to the property if separately metered.
13. I have been informed, understand and acknowledge that the agent has the contact details for the tenancy database/s they use and that the agent will supply these contact details should I request the contact details.

APPLICANT 1

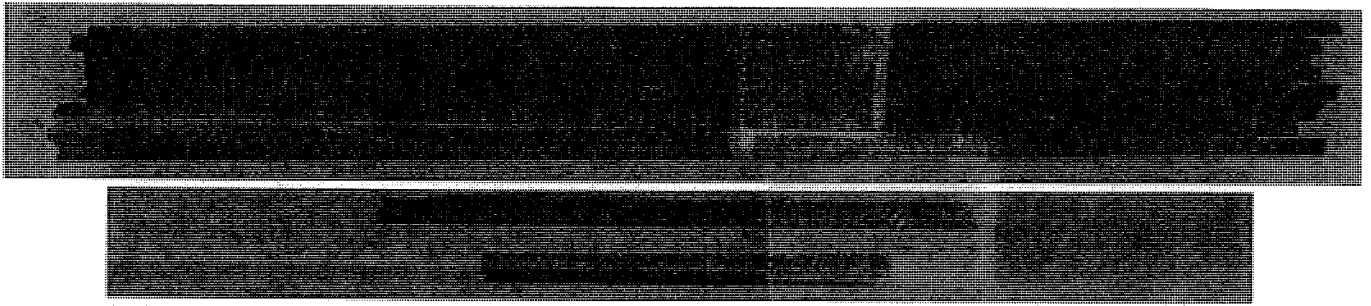
SIGNATURE:

DATE:

APPLICANT 2

SIGNATURE:

DATE:



To ensure you don't miss out on a property you like, please fill out the application forms prior to the inspection and ensure all relevant documents are provided.

If unable to fill out prior – please ensure your application is handed in the same day as inspection.

Thank-you for handing in an application with [REDACTED]. Your application is for the following properties:

1. _____
2. _____
3. _____

Along with this application – you are required to supply 100 points of ID.

70 points

- Current Passport

40 points

- Current Driver license issued by an Australian State or Territory (With current address)
- An identification card issued to a student at a tertiary education institution

30 points

- Credit Card
- Eftpos Card
- Medicare Card
- Foreign Drivers Licence
- Water, Gas, Electricity or Phone Bill with full name and address on it

Also if you are on Centrelink payments, you are required to supply proof of income from them.

CONNECTION OF THE TELEPHONE OR INTERNET IS SOLELY THE TENANTS RESPONSIBILITY.

Please Note:

If your application is successful, you will be required to pay the bond (being 4 x weeks rent) via bank cheque or money order to the RTBA at the signing of the lease. (Which needs to be done within 48 hours of being approved).

Upon collection of the keys, you are required to pay 2 weeks rent, which can be cash (exact amount required as we do not carry cash in the office. No card facilities available in the office).

If your application is approved, you will be notified by phone within 3 business days of handing in the application/s. If unsuccessful, this form and any copies will be destroyed after 28 days of handing it in. For more information, refer to renting a home: a guide for tenants and landlords. Available from Consumer Affairs Victoria – 1300 55 81 81.

This page is for the applicant to retain

OUR OPEN FOR INSPECTION AND YOUR PRIVACY© (Privacy Act 1988: APP privacy policy) ACN: 121 254 500

If on attending our open for inspection you choose to give us your personal information on doing so you consent to us collecting, holding, using, and disclosing it for the following primary and secondary purposes

When you give us your personal information, we will give you this form and also our contact details. If our representative accidentally overlooks doing so, please ask him or her to hand one or the other, or both of them to you, before you leave our open for inspection.

What are the primary purposes?

They are: to inform our vendor or landlord of those attending our open for inspection; to seek your views in connection with the sale or letting of the property; to provide you with further information about the property, during the course of the sale or letting campaign; to provide you with copies of documents about the property, which you have asked to see; receive and respond to enquiries you may have about the property; receive, respond to, and negotiate offers to buy or lease which you may make for the property; if the property is to be auctioned, to advise you about any changes in connection with the auction.

What are the secondary purposes?

They are: to advise you of other properties we list for sale or letting and which we think may be of interest to you; direct marketing or telemarketing or both; to include it in a database of potential purchasers or tenants; to advise appropriate authorities and insurers, if an accident occurs or a crime is committed, or is suspected to have been committed, at or in the immediate vicinity of the property.

If I give you my personal information, how will you hold it?

We will hold your personal information in hard copy or electronic form or both and we will only use and disclose it for the primary and the secondary purposes.

How do I contact you about my personal information?

You can contact us between 9:00 am and 5:00 pm Monday to Friday (excluding public holidays) to terminate your consent to our using your personal information for some or all of the primary or the secondary purposes or both and also to have access to your personal information to update or correct it.

If you misuse my personal information, how do I complain to you?

If you consider we have breached the Australian Privacy Principles you may complain to us by letter, fax, or email. We will promptly consider your complaint and attempt to resolve it in a timely manner. If we are unable to resolve it you may refer your complaint to the Office of the Australian Information Commissioner, GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au

Will you disclose my personal information to someone overseas?

We are unlikely to disclose your personal information to overseas recipients.

What are the main consequences for me, if I choose not to give you my personal information?

The main consequences for you are that we will not be able to contact you about the sale or letting of this property nor provide you with details of other properties we have listed for sale or letting and which may be of interest to you. ©March 2014 The Real Estate Institute of Victoria Ltd

Date Viewed: _____

PROPERTY/S ADDRESS & PRICE:

1. _____ \$
2. _____ \$
3. _____ \$

* Applicant One

Mr / Mrs / Miss / Ms

Surname: _____

Given Names: _____

Date of Birth: / /

Contact No (M) _____

Contact No (H) _____

Contact No (W) _____

Email: _____

Driver Licence Number: _____

Expiry Date: / /

Car Rego: _____

Passport No: _____

Current Address: _____

Reason Leaving: _____

Period There: _____

Weekly Rent: \$ _____

Landlord / Agent Name: _____

Phone No: _____

Previous Address: _____

Period There: _____

Weekly Rent: \$ _____

Landlord / Agent: _____

Phone No: _____

Bond refunded in full: Yes () / No ()

If not, why: _____

Rent: OWN () CENTREPAY ()

Bond: OWN () D.O.H ()

Occupants: Adults - _____

Children - _____ Age of Children - _____

Lease Term: 6 Months () 12 Months ()

Commencement Date: / /

Next of Kin: _____

MUST PROVIDE: Cannot be the person you are applying with

Relationship: _____

Address: _____

Phone No: _____

Current Employment

If Student, please list what you are studying

Full Time / Part Time / Casual

Company Name: _____

Occupation: _____

Address: _____

Contact name: _____ Phone: _____

Income P.W. (Net) \$ _____

Years There: _____

Previous Employment

Full Time / Part Time / Casual

Company Name: _____

Occupation: _____

Address: _____

Contact name: _____ Phone: _____

Income P.W. (Net) \$ _____

Years There: _____

Centrelink:

Income type: _____

Income P.W. (Net) \$ _____

Please provide copy of proof of income.

Referees

(Cannot be close friends or family
& different to the referees on the front page)

Name: _____

Relationship to you: _____

Contact Number: _____

Name: _____

Relationship to you: _____

Contact Number: _____

Pets: _____

Breed / Type: _____

Breed / Type: _____

Please Note:

Application **MUST** be fully completed including signatures by all parties prior to handing into the office, along with 100 points of ID.

Applicant **MUST** view the property **PRIOR** to applying.

If application is successful, you will be required to pay the bond (being 4 x weeks rent) via bank cheque or money order to the RTBA at the signing of the lease.

Upon collection of the keys, you are required to pay 2 weeks rent, which can be cash (exact amount required as we do not carry cash in the office. No card facilities available in the office.)

Additional Comments: _____



Direct Connect can help arrange for the connection or provision of the following utilities and other services:

- | | | | | |
|--------------------------------------|-------------------------------------|--|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Phone | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Removalist | <input type="checkbox"/> Truck or van hire | <input type="checkbox"/> Cleaners | <input type="checkbox"/> Pay TV |

MAKES MOVING EASY

☐ **Yes !!!** I would like Direct Connect to contact me in relation to any of the above utilities and other services.



This is a FREE service that connects all your utilities and other services.

We guarantee that when you connect with one of our market leading electricity and gas suppliers, your services will be connected on the day you move in. Please refer to Direct Connect's Terms & Conditions for further information.

Once Direct Connect has received this application Direct Connect will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this application to confirm your information and explain the details of the services offered. Direct Connect is a one stop connection service. Direct Connect's services are free. However, the relevant service providers may charge you a standard connection fee as well as ongoing service charges.

DECLARATION AND EXECUTION: By signing this application, you:



1. Acknowledge and accept Direct Connect's Terms and Conditions (which are included with this application).
2. Invite Direct Connect to contact you by any means (including by telephone or SMS even if the Customer's telephone number is on the Do Not Call Register) in order to provide Direct Connect's services to you, to enter into negotiations with you relating to the supply of relevant services as an agent for the service providers, and to market or promote any of the services listed above. This consent will continue for a period of 1 year from the date the Customer enters into the Agreement
3. Consent to Direct Connect using the information provided by you in this application to arrange for the nominated services, including by providing that information to service providers for this purpose. Where service providers are engaged by you, they may use this information to connect, supply and charge you for their services.
4. Authorise Direct Connect to obtain the National Metering Identifier and / or the Meter Installation Reference Number for the premises you are moving to.
5. Agree that, except to the extent provided in the Terms and Conditions, Direct Connect has no responsibility to you for the connection or supply (or the failure to connect or supply) any of the services.
6. Acknowledge that Direct Connect may receive a fee from service providers, part of which may be paid to the real estate agent or to another person, and that you are not entitled to any part of any such fee.

By signing this application form, I warrant that I am authorised to make this application and to provide the invitations, consents, acknowledgements, authorisations and other undertakings set out in this application on behalf of all applicants listed on this application.



Please Sign Here X Signature

Date

Privacy Act 1988 Collection Notice

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancy Agreement.

I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the duplicate pages) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal information from:

- (a) The owner or the Agent of my current and previous residence;*
- (b) My personal referees and employer/s;*
- (c) Any record listing or database of defaults by tenants;*

If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future.

I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant*
- (b) prepare lease/tenancy documents*
- (c) allow tradespeople of equivalent organizations to contact me*
- (d) lodge/claim/transfer to/from a Bond Authority*
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)*
- (f) refer to collection agents/lawyers (where applicable)*
- (g) complete a credit check with NTD (National Tenancy Database) – Ph: 1300 563 826*
- (h) transfer water account details into my name*

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the agent cannot provide me with lease/tenancy of the premises. I am aware that I may access personal information of the contact details above.


Date: _____

Name: _____

Signature: _____

RESIDENTIAL TENANCY APPLICATION FORM

(One application per adult. All sections must be complete.)

1. If your application is successful, you will be required to pay two weeks rent in advance. It is important that your payment is received within 24 hours of such notification or the next application may be given preference or the property re-listed.
2. You will be required to complete a Bond Lodgement form as part of the Tenancy Agreement. This form must be completed by all parties nominated on the lease indicating name and amount of bond paid. A bond payment in the form of a bank cheque or money order must be made payable to the RTBA (Residential Tenancy Bond Authority) and must accompany this form, on or before the commencement of your tenancy.
3. Landlords / agents must forward bond monies to the RTBA within 10 business days of receipt of the Bond. You will be forwarded an official receipt from the RTBA after 15 days.
4. It is your responsibility to have all the services such as telephone, gas, and electricity connected in your name to coincide with the date of your occupation. It is also your responsibility to insure your possessions. The Landlord's insurance does not cover your personal possessions.
5.  prefer that all rental payments are made by Direct Credit.
6. Your application is regarded as a confidential document. If your application has been unsuccessful it will be destroyed.

PROPERTY DETAILS

Property Address :

.....

Rent per week \$..... Lease commencement :/...../.....

Lease Term : years months

How many people will occupy the property ? adults children ages

PERSONAL DETAILS

Full Name :
Given names Surname

Current Address :

Telephone : (m).....(b).....(h).....

Email Address :

If you wish to be notified if your application has been unsuccessful please provide your email address

Date of birth :/...../.....

Drivers License : (Exp Date).....(number)..... Copy attached

or

Passport : (Exp Date).....(number)..... Copy attached

or

Pension : (Type).....(number)..... Copy attached

my agent



RESIDENTIAL HISTORY

Current residential address :

How long have you lived at your current address ?yearsmonths

Agent (or LL name) :

Telephone : (m).....(b)..... (email).....

Weekly rent paid : \$..... Reason for leaving :

Previous residential address :

How long did you live at this address ?yearsmonths

Agent (or LL name) :

Telephone : (m).....(b)..... (email).....

Weekly rent paid : \$..... Reason for leaving :

Was the bond refunded in full ? *please circle* YES NO, why ?**EMPLOYMENT HISTORY**

Your Occupation :

Employers name :

Employers address :

Contact Name : Telephone :

Length of Employment: Net income : \$.....per week \$.....per month
If self employed please provide your accountant as a reference.

Previous employment details :

Your Occupation :

Employers name :

Employers address :

Contact Name : Telephone :

Length of Employment: Net income : \$.....per week \$.....per month
If self employed please provide your accountant as a reference._____
my agent

TWO REFERENCES – family & friends NOT permitted

Full Name :
Given names Surname
Relationship to you :
Telephone : (m).....(b).....(h).....

Full Name :
Given names Surname
Relationship to you :
Telephone : (m).....(b).....(h).....

SUPPORTING INFORMATION

Centre Link Benefits : Type : \$..... per week \$..... per fortnight
Other Income : Type : \$..... per week \$..... per fortnight
Pets Type / Breed : Council Reg.
Type / Breed : Council Reg.

If you are a student please complete :

Place of Study : Course being studied :
Course Length : Contact Name / Number :
Emergency Contact :
not living with you Given names Surname
Relationship to you :
Telephone : (m).....(b).....(h).....

DECLARATION

I declare that the above information is true and correct to the best of my knowledge and agree that the agent may conduct independent evaluation checks and use the information supplied in assessing this application. This application is accepted subject to the availability of the premises on the due date and I accept that no action will be taken against the Landlord / Agent should the premises not be ready for occupation on that date. I also acknowledge that I have received and read the [REDACTED] Property guidelines on the Privacy Policy and I have received a copy of the tenants requirements associated with this application. If this application is successful I/we accept the property in its present condition as inspected. [REDACTED] subscribe and access the following tenancy databases:

- TICA ph 1902 220 346 (costs and charges may be incurred).
- NTD (National Tenancy Database) ph 1300 563 826 (costs and charges may be incurred on application).

Signature : Date :/...../.....

my agent

[REDACTED]



Privacy Act 1988: APP privacy policy for applicants for a residential tenancy

If you are an individual providing your personal information or your sensitive information to enable the annexed Tenancy Application Form to be completed by doing so you consent to the real estate agency requesting the information and attending to the completion of the Application collecting, holding, using and disclosing it for the primary purposes and the secondary purposes set out below.

The primary purposes are: in relation to and in connection with verifying your identity and in the evaluation of your application and in doing so the estate agency may disclose the information to the landlord and those persons or entities named in the Application and to other third parties reasonably considered by the estate agency as relevant to the evaluation of your application. If your application is successful, the information (or parts of it as may appropriate in the circumstances) may also be disclosed to individuals or entities with whom the estate agency needs to have contact in the management of your tenancy in accordance with good estate agency practice.

The secondary purposes are: to provide details of your tenancy (but not your name or that of your employer) to the REIV or realestateview.com.au Ltd or both for the purpose of documenting and creating data in relation to and in connection with residential lettings for the benefit of members of the REIV, others in property or related industries, and the public; direct marketing, telemarketing or both; advising you of properties the estate agency may have for sale or lease and which the estate agency considers may be of interest to you; complying with the law.

The estate agency will hold your personal information and sensitive information in hard copy or in electronic form, or both.

The estate agency can be contacted between 9:00 am and 5:00 pm Monday to Friday (excluding public holidays) to provide access to you to update or seek correction of your personal information and sensitive information or to advise that you have withdrawn your consent to the use of your personal information, sensitive information, or both for the primary or secondary purposes or both of them. The estate agency's contact details will be provided to you at the time the Application is completed.

If you consider the estate agency has breached the Australian Privacy Principles you may complain to it by letter, fax or email. The estate agency will promptly consider your complaint and attempt to resolve it with you in a timely manner. If your complaint cannot be resolved, you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au

The estate agency is unlikely to disclose your personal information or sensitive information (if any) to overseas recipients.

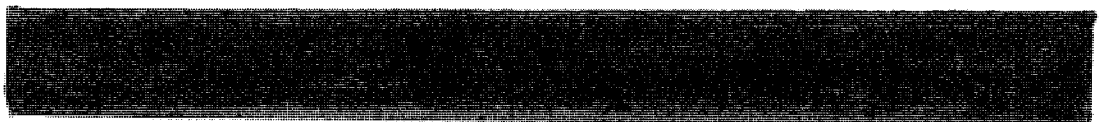
The main consequences for you if all or part of your personal information or sensitive information (if any) is not provided is that your Application may not be able to be considered.

I, acknowledge that I have read and understood the contents of this Privacy Collection Notice.

Signature :

Date :/...../.....

my agent



Residential Application Form

AGENT DETAILS

PERSONAL DETAILS

Full Name

Date of Birth

Driver's Licence Number

Driver's Licence expiry date

Driver's Licence State

Pension Number (if applicable)

Pension Type (if applicable)

Home Phone Number

Work Phone Number

Mobile Phone Number

Email Address

Current Address

Postcode

PROPERTY DETAILS

Address of the property you would like to rent

Property Rental

\$ Per Week

\$ Bond

Commencement Date

Lease term

Months

How many people will normally occupy the property?

Adults Children Ages

UTILITY CONNECTIONS

myc nnect

A FREE utility connection service.

Please tick utilities as required

Electricity Gas Telephone Internet Pay TV

Fax: 1300 854 479

If this section is complete, I consent to the disclosure of information on this form to myconnect ABN 34 121 892 331 for the purpose of arranging the connection of nominated utility services; consent to myconnect disclosing personal information to utility service providers for the stated purpose and obtaining confirmation of connection; consent to myconnect disclosing confirmation details (including NMI, MIRN, utility provider) to the Real Estate Agent; acknowledge the Real Estate Agent, its employees and myconnect may receive a fee/incentive from a utility provider in relation to the connection of utility services; acknowledge that whilst myconnect is a free service, a standard connection fee and/or deposit may be required by various utility providers; acknowledge that, to the extent permitted by law, the Real Estate Agent, its employees and myconnect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection or provision of, or failure to connect or provide the nominated utilities.

Signature

Date

DISCLAIMER/AUTHORITY

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter in to a Residential Tenancy Agreement. I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt. I, the tenant, accept the property in the condition it was in when inspected.

I authorise the Agent to obtain personal information about me from:

- (a) The owner or the Agent of my current or previous residences;
 - (b) My personal referees and employer/s;
 - (c) Any record listing or database of defaults by tenants;
- If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy database, and to agents/landlords of properties I may apply for in the future.
- I am aware that the Agent will use and disclose my personal information within this application in order to:
- (a) communicate with the owner and select a tenant
 - (b) Prepare lease/tenancy documents
 - (c) Allow trades-people or equivalent organisations to contact me
 - (d) Lodge/claim/transfer to/from a Bond Authority
 - (e) Refer to Tribunals/Courts & Statutory Authorities (where applicable)
 - (f) Transfer water account details into my name.

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises. I am aware that I may access personal information on the contact details above.

Signature

Date

RENTAL HISTORY

How long have you lived at your current address?

<input type="text"/>	Year/s	<input type="text"/>	Months
----------------------	--------	----------------------	--------

Why are you leaving this address?

Landlord/Agent details of this property (if applicable)

Name of landlord or Agent

Landlord/Agent's Phone Number

Weekly rent Paid

\$

Previous Residential Address

Postcode

How long did you live at this address?

<input type="text"/>	Year/s	<input type="text"/>	Months
----------------------	--------	----------------------	--------

Landlord/Agent details of this property (if applicable)

Name of landlord or Agent

Landlord/Agent's Phone Number

Weekly rent Paid

\$

Was Bond refunded in Full?

YES/NO

If not why Not?

EMPLOYMENT DETAILS

Please provide your employment details

Occupation

What is the nature of your employment?

Full time/Part time/Casual

Employer's Name (accountant if self employed or institution if a student)

Employer's address

Postcode

Contact Name

Phone Number

Length of Employment

<input type="text"/>	Year/s	<input type="text"/>	Months
----------------------	--------	----------------------	--------

Nett Income

\$

Please provide your previous employment details

Occupation

Employer's Name

Phone Number

Length of Employment

Nett Income

\$

CONTACTS/REFERENCES

Please provide an emergency contact

Full Name

Relationship to You

Phone Number

Please provide 2 Personal references (not related to you)

1. Full Name

Relationship to You

Phone Number

2. Full Name

Relationship to You

Phone Number

OTHER INFORMATION

Car Registration

Make/Type

Details of Any Pets

Breed /Type

Council Registration/Number

Should your application be successful, in addition to the lease you will be required to sign a pet agreement.

PLEASE PROVIDE US WITH 100 POINTS OF ID

Applications cannot be processed unless all questions are answered and a minimum of 100 check points are achieved by each applicant.

Driver's Licence	50 points
Passport	50
Proof of Age Card	50
Student ID Card	50
Copy of Mobile Phone Account	20
Copy of Medicare Card	20
Concession/Pension Card	10
Copy of Gas/Water/Electricity Account	30 each

PLEASE NOTE

Initial payments must be made by cash, bank cheque or money order within 48 hours after approval of application.

Keys will not be handed over until the lease agreement has been signed by all applicants.

This application is accepted subject to the availability of the property on the due date and no action shall be taken by the applicant against the Landlord and the agent should any circumstances arise whereby the property is not available for occupation on the due date.

RESIDENTIAL TENANCY APPLICATION

A. Rental Property Address

Preference 1

Preference 2

Please complete one application form per person

2. Preferred Commencement Date

Day Month Year

3. Term

Months

4. Rental amount

\$ per month

B. Applicant Details

5. First Name Middle Name

Last Name Mr ☐ Mrs ☐ Ms ☐ Dr ☐ Other ☐

6. Home PH: Work PH:

Mobile PH: Email:

7. Other applicant names and their relationship to you (All adults to reside at the property must be listed)

1. 2.

3. 4.

8. Number of people to occupy the property

Adults Children Ages of Children

Pets No. Pets Pet type / breed

Pet age Are your pets kept inside or outside?

9. Identification (please attached photocopies of 100 points of ID)

Date of birth

Drivers licence no. State of issue Expiry Car registration

Passport no. State of issue Expiry Country

C. Emergency Contact

10. Emergency contact (Not residing with you)

Name Relationship Phone

Address

Postcode

Email:

D. Current Landlord / Agent

11. Current Address

<input type="text"/>	Postcode <input type="text"/>
----------------------	-------------------------------

If you own your current home please complete Q13

12. Current Estate Agent / Private Landlord details

Contact person / agent

Work PH: Home PH:
If landlord

Mobile Ph: Current rental amount \$ per

Email:

Length of tenancy in months Do you expect your bond to be refunded? Yes ☐ No ☐

Reason for moving

If you have previously rented please provide a receipt history. If you rented from a private landlord please provide a copy of the lease agreement or formal written reference. If you do not expect your bond to be refunded please attach details as to why.

13. Details if home owner

Contact person and agent

Work PH: Sale amount \$ Date

Mobile Ph: If leasing - amount \$ per

Email:

How long have you owned this home? years months

Reason for moving

E. Previous Landlord / Agent details

14. Previous Address

<input type="text"/>	Postcode <input type="text"/>
----------------------	-------------------------------

If you are not renting please leave blank

15. Previous Estate Agent / Private Landlord details

Contact person / agent

Work PH: Home PH:
If landlord

Mobile Ph: Previous rental amount \$ per

Email:

Length of tenancy in months Was your bond refunded in full? Yes ☐ No ☐

Reason for moving

If you have previously rented please provide a receipt history. If you rented from a private landlord please provide a copy of the lease agreement or formal written reference. If your bond was not refunded in full please attach details as to why.

F. Employment

16. Current Employer (Please attach two most recent payslips to this application)

Employer Name	<input type="text"/>		
Your Position	<input type="text"/>		
Employment Address	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Work PH:	<input type="text"/>	Employed since:	<input type="text"/>
Full-time <input type="checkbox"/>	Part-time <input type="checkbox"/>	Casual <input type="checkbox"/>	Annual net income amount \$ <input type="text"/>

17. If self employed

Accountant	<input type="text"/>		
Contact name	<input type="text"/>	Phone no:	<input type="text"/>
Business type	<input type="text"/>	ABN /ACN:	<input type="text"/>
Do you intend to operate any part of your business from home? Yes <input type="checkbox"/> No <input type="checkbox"/>			

If you have any additional sources of income please attach details to application

18. Previous Employer

Employer Name	<input type="text"/>		
Your Position	<input type="text"/>		
Work PH:	<input type="text"/>	Employment period:	<input type="text"/>
Full-time <input type="checkbox"/>	Part-time <input type="checkbox"/>	Casual <input type="checkbox"/>	Annual net income amount \$ <input type="text"/>

19. Please complete if student

Course Name	<input type="text"/>		
Compus	<input type="text"/>		
Contact name	<input type="text"/>	Phone no:	<input type="text"/>
Full-time <input type="checkbox"/>	Part-time <input type="checkbox"/>	Casual <input type="checkbox"/>	Student number: <input type="text"/>

G. References

20. Professional references

Name	<input type="text"/>	Relationship	<input type="text"/>	Phone	<input type="text"/>
Name	<input type="text"/>	Relationship	<input type="text"/>	Phone	<input type="text"/>

21. Personal references

Name	<input type="text"/>	Relationship	<input type="text"/>	Phone	<input type="text"/>
Name	<input type="text"/>	Relationship	<input type="text"/>	Phone	<input type="text"/>

H. Declaration

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancy Agreement. I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal Information from:

- (a) The owner or the Agent of my current or previous residence;
- (b) My personal referees and employer/s;
- (c) Any record listing or database of defaults by tenants such as NTD, TICA or TRA for the purpose of checking your tenancy history;

I am aware that I may access my personal information by contacting -

•NTD: 1300 563 826 • TICA: 1902 220 346 • TRA: (02) 9363 9244

If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future. I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents
- (c) allow tradespeople or equivalent organisations to contact me
- (d) lodge/claim/transfer to/from a Bond Authority
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
- (f) refer to collection agents/lawyers (where applicable)
- (g) complete a credit check with NTD (National Tenancies Database)
- (h) transfer water account details into my name

Electronic Communications

(a) The tenant(s) acknowledges that in accordance with the Electronic Transactions (Victoria) Act 2000; the Agent may send some Notices and documents via electronic means; and agrees that this is a valid form of notice in writing in accordance with the Act.

(b) The tenant(s) acknowledges that the contact details provided to the Agent will be used by the Agent for the purposes outlined above and that it is the Tenant's responsibility to notify the Agent, in writing; of any changes in their contact details and that any failure to do so shall not render notice invalid.

(c) By signing this Agreement, the Tenant agrees to and consents to the use of electronic communications in accordance with the Electronic Transactions (Victoria) Act 2000.

(d) The tenant further acknowledges that he/she is entering into a binding agreement if the lease is signed by electronic signature.










I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises.

SIGNATURE: _____ DATE: _____

I. Free Utility Connection Service

The Utility Connection Specialists

Our FREE connection service takes the stress out of organising the connections of all your services such as electricity, gas and water whilst finding valuable savings through multiple strong relationships with our suppliers. Please tick what services you would like:

								
electricity	gas	water	telephone	pay tv	internet	insurance	cleaning	removalists
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Once Compare & Connect has received your application we will make all reasonable efforts to contact you within 24 hours of the nearest business day to identify how we can help.

By signing this application you authorise Compare & Connect to:

1. That you accept the Compare & Connect Terms and Conditions that may be accessed at www.compareconnect.com.au.
2. That Compare & Connect will contact you by telephone, email or text message in order to provide the services requested by you even if your details are registered on the Do Not Call Register.
3. That Compare & Connect may share your details with their suppliers and service providers in order to facilitate the connection and/or disconnection of the requested services.
4. That Compare & Connect may receive a fee from the suppliers and service providers, part of which may be paid to a Compare & Connect referral partner, and you are not entitled to any part of any such fee.
5. That Compare & Connect does not accept any liability on behalf of the suppliers and providers.
6. Obtain the National Metering Identifier and/or Meter Installation Reference Number of the properties that you are vacating and/or relocating to.
7. Contact you with future promotions and offers.

By signing this application form you warrant that you are authorised to make this application and provide the invitation, consents, acknowledgments, authorisations and undertakings set out in this application form on behalf of all of the applicants listed herein.

SIGNATURE: _____ DATE: _____

compare & connect

Residential Tenancy Application Form

PROPERTY APPLYING FOR

Address _____

Suburb _____ Post Code _____

Lease Term _____ Years _____ Months _____

Date Property to be occupied _____ / _____ / _____

Rent Payable for Property \$ _____ PW _____ Pets yes / no _____

Name(s) of other Applicants to Occupy Property: _____

_____ Age _____

_____ Age _____

IF SELF EMPLOYED, PLEASE COMPLETE THE FOLLOWING

Company Name _____

Company Address _____

Suburb _____ Post Code _____

Position Held _____

A.B.N. _____

Accountant Name _____

Accountant Phone _____

Solicitor Name _____

Solicitor Phone _____

PERSONAL DETAILS

Title _____ First Name _____ Initial _____

Last Name _____

Date of Birth _____ / _____ / _____

Current Address _____

Suburb _____ Post Code _____

Drivers Licence Number _____ Exp _____ State of Issue _____

Car Registration Number _____

Alternant ID (e.g. passport) _____ Exp _____ County _____

Smoker _____ YES _____ / _____ No _____

Home Phone Number _____

Mobile Phone Number _____

Email _____

NEXT OF KIN

Emergency Contact _____

Relationship _____

Address _____ Phone _____

Mobile _____ Other _____

UTILITY CONNECTION SERVICE

This is a free service that connects all your utilities



Once we have received this application we will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this Application to confirm the information on this Application and explain the details of the services offered. Direct Connect is a utility one stop connection service.

Please tick utilities requested

Electricity ☐ Gas ☐ Phone ☐ Internet ☐ PayTV ☐ Insurance ☐ Water ☐

DECLARATION AND EXECUTION: By signing this application, I/we: consent to Direct Connect arranging for the connection and disconnection of the nominated utility services and to providing information contained in this application to utility providers for this purpose; acknowledge having been provided with terms and Conditions of Supply of Direct Connect and having read and understood them together with the Privacy Collection Notice set out below; declare that all the information contained in this application is true and correct and given of their own free will; expressly authorise Direct Connect to provide any information disclosed in this Application to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; expressly authorise Direct Connect to provide any information disclosed in this Application to an information provider for the purpose of that information provider disclosing it to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Connection Details" above even if we/I have not applied for the connection of those services in this application. This consent will continue [for a period of 1 year from the date of our/my execution of this application/until 28 days after we/I disconnect the last of the services in respect of which this application is made]; acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register; understand that under the requirements of the Privacy Act 1988, Direct Connect will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse; authorise the obtaining of a National Metering Identifier (NMI) for my residential address to obtain supply details; consent to Direct Connect disclosing my/our details to utility providers (including my/our NMI and telephone number); declare and undertake to be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and hereby indemnify Direct Connect and its officers, servants and agents and hold them indemnified against any charges whatsoever in respect of the Services; acknowledge that, to the extent permitted by law, Direct Connect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of the services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection, disconnection or provision of, or failure to connect or disconnect or provide, the nominated utilities; acknowledge that whilst Direct Connect is a free service I/we may be required to pay standard connection fees or deposits required by various utility providers; acknowledge that the Services will be provided according to the applicable regulations and that the time frames and terms and conditions of the nominated utility providers bind me/us and that after hours connections may incur additional service fees from utility providers; acknowledge that the real estate agent listed on this application form may receive a benefit from Direct Connect in connection with the provision of the service being provided to me/us by Direct Connect; and acknowledge the entitlement of Direct Connect and its associates, agents and contractors, to receive a fee or remuneration from the utility provider and that such fee or remuneration will not be refunded to me as a rebate in connection with the provision of the utility connection services. By signing this application form, I warrant that I am authorised to make this application and to provide the consents, acknowledgements, authorisations and other undertakings set out in this application form on behalf of all applicants listed in this application form.

Signature _____ Date _____

[REDACTED]

This form is to be accompanied by an Application for Tenancy. Your Application for Tenancy cannot be accepted unless this has been completed in full and signed.

Due to recent changes in the Privacy laws, from 21st December 2001, all real estate agencies must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers. Please take the time to read this Privacy Statement carefully, and once completed return it to this office with your tenancy application.

As professional property managers, [REDACTED] collects personal information about you. To ascertain what personal information we have about you, you can contact us by the following ways:

[REDACTED]

As professional property managers, we collect your personal information to assess the risk in providing you with the lease/tenancy of the premises you have requested and if the risk is considered acceptable, to provide you with a lease/tenancy of the premises.

To carry out this role and during the term of your tenancy, we usually disclose your personal information to the following:

The landlord, the landlord's lawyers, the landlord's mortgagee – for mortgage purposes, referees you have nominated, organisations/trades people required to carry out maintenance to the premises, rental bond authorities, Residential Tenancies Tribunals/Courts, collection agencies, National Tenancies Database Pty Ltd, Remington White, other real estate agents and landlords, utilities companies such as gas, electricity, water connection, telephone connection, banks – for rental payment facilities and financial records, employers – for reference purposes.

PLEASE NOTE:

1. This application is subject to the owner's approval and may take 2-3 days to process.
2. All applicants must complete an application form.
3. Initial bond payment must be paid in the form of a bank cheque or money order made payable to the **Residential Tenancies Bond Authority** (personal cheques or cash will not be accepted)
4. Initial rental payments must be paid in the form of a bank cheque or money order made payable to the [REDACTED] (personal cheques or cash will not be accepted).
5. The applicant hereby agrees to a credit check being carried out by the National Tenancy Database.

The applicant acknowledges that the property is in a reasonably clean condition and in good repair as inspected.

TENANCY ACCEPTANCE

We understand that finding and selecting a rental property is often difficult. We will process your application as quickly as possible, but please remember we may be processing many applications at the same time. To assist us please fill out ALL the required details on the application and ensure your completed application is returned to our offices as quickly as possible.

SUCCESSFUL APPLICATIONS

Should your application be successful you will be notified by phone and requested to confirm your tenancy. We require the FULL BOND to be paid and the Bond Lodgement form to be signed within 24 hours of the confirmation to secure your tenancy. Prior to your commencement date all tenants must sign the tenancy agreement and pay the first months rental (please allow ½ hour for this appointment). The property manager will supply you with these amounts at the confirmation of your tenancy. Keys will only be handed out when all parties have signed the tenancy agreement, Bond Lodgement Form, all monies have been paid and the tenancy has commenced. No action will be taken against the landlord or agent if the application is unsuccessful or upon acceptance should the premises be unavailable for occupation on the date for whatever reason.

Signing of tenancy agreements and the payment of the first months rent can be undertaken at the office indicated by your property manager. It is a policy of [REDACTED]

Don't Forget! Landlord's insurance **does not** cover your personal possessions.

Signed by the:

Applicant

Print Name

Date

Witness

100 point id requirements

You will need to provide personal identification up to the value of 100 points to be approved for a rental property with [REDACTED] Estate. To reach this 100 point total, you can choose the type of identification that suits you from the following lists.

Group A Each document is worth 70 points

- A birth certificate
- A current passport
- An Australian citizenship certificate.

Group B Each document is worth 40 points

(preferably containing a photograph of the applicant)

- A current licence or permit issued under Australian law, eg. Driver's licence
- Identification issued by Government authorities eg. one of the following:
- Public Service employee identification
- Evidence of your entitlement to financial benefits or other entitlements from the Commonwealth or a State or Territory Government
- A student identification card issued by an Australian educational institution
- A statement from your employer or an acceptable referee verifying your identity and certifying that they have known you by your name for at least twelve months. (Preferably with a photograph of you signed by the employer or referee).

Group C Each document is worth 25 points

- Official correspondence addressed to you such as a public utility account (eg. gas, water, electricity), council rates, bank statement or similar
- Bankcard, Visa or other credit card
- Any other document which in the opinion of the person to whom it is produced, provides similar verification of the applicant's identity.

Tenancy application form

Thank you for choosing a [REDACTED]. Please complete this application thoroughly so we can process it as quickly as possible. Please note the following important points:

1. We require our tenants to pay rent by direct debit via Ipay Rent.
2. This application must be accompanied by a copy of your driver's licence or passport for identification purposes.
3. If there is more than one applicant, a separate application form is required for each applicant.
4. If the application is approved you will be required to pay your first months rent in advance within 24 hours in order to secure the property.
5. When this form has been completed, please email to [REDACTED]

Rental property:

property address

Tenancy requirements:

length of tenancy

(months)

rent

\$

per week

commencement date

Occupancy details:

no. of occupants who will live in this property

no. and ages of children (if any)

no. and types of pets & breed

Applicant's details:

title (Mr, Mrs, Ms, Miss, Dr) name

email

address

home phone

work phone

mobile phone

Personal details:

date of birth

drivers licence number

drivers licence state of issue

passport number

country of issue

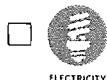
no. vehicles

(including caravans and trailers)



IT'S SMART TO SAVE

This is a FREE service that connects all your utilities and other services. Foxie can help arrange for the connection or provision of the following utilities and other services:



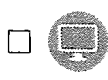
ELECTRICITY



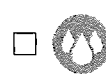
GAS



BROADBAND



PAY TV



WATER

☐ Please tick this box if you would like Foxie to contact you in relation to any of the above utilities and other services.

We guarantee that when you connect with one of our market leading electricity and gas suppliers, your services will be connected on the day you move in. Please refer to Foxie's Terms & Conditions for further information.

Foxie is an independent service, and in one brief phone call, your connections are organised on the offers that are right for you. No obligation, no more running around, no more phone calls. Foxie will contact you to arrange your utilities connections. You will be advised of any associated terms and conditions, including any standard connection fees that may apply. Once you have chosen your utility provider, Foxie may then need to disclose your personal information to the selected utility company. Foxie and your Agency may receive a benefit for arranging your services. Foxie is committed to protecting confidentiality of your personal information and will at all times handle your personal details in accordance with Foxie's privacy policy available on the Foxie website. Contact Foxie at www.foxie.com.au or call 1800 275 369

DECLARATION AND EXECUTION: By signing this application, you: 1. Acknowledge and accept Foxie's Terms and Conditions (which are included with this application).

2. Invite Foxie to contact you by any means (including by telephone or SMS even if the Customer's telephone number is on the Do Not Call Register) in order to provide Foxie's services to you, to enter into negotiations with you relating to the supply of relevant services as an agent for the service providers, and to market or promote any of the services listed above. This consent will continue for a period of 1 year from the date the Customer enters into the Agreement. 3. Consent to Foxie using the information provided by you in this application to arrange for the nominated services, including by providing that information to service providers for this purpose. Where service providers are engaged by you, they may use this information to connect, supply and charge you for their services. 4. Authorise Foxie to obtain the National Metering Identifier and / or the Meter Installation Reference Number for the premises you are moving to. 5. Agree that, except to the extent provided in the Terms and Conditions, Foxie has no responsibility to you for the connection or supply (or the failure to connect or supply) any of the services. 6. Acknowledge that Foxie may receive a fee from service providers, part of which may be paid to the real estate agent or to another person, and that you are not entitled to any part of any such fee.

By signing this application form, I warrant that I am authorised to make this application and to provide the invitations, consents, acknowledgements, authorisations and other undertakings set out in this application on behalf of all applicants listed on this application.

signature of applicant:

date

☐ Application sent to Foxie (if required)

Tenancy application form

Thank you for choosing a [REDACTED] Please complete this application thoroughly so we can process it as quickly as possible. Please note the following important points:

1. We require our tenants to pay rent by direct debit via Ipay Rent.
2. This application must be accompanied by a copy of your driver's licence or passport for identification purposes.
3. If there is more than one applicant, a separate application form is required for each applicant.
4. If the application is approved you will be required to pay your first months rent in advance within 24 hours in order to the secure the property.
5. When this form has been completed, please email to [REDACTED]

Rental property:

property address

Tenancy requirements:

length of tenancy

(months)

rent

\$

per week

commencement date

Occupancy details:

no. of occupants who will live in this property

no. and ages of children (if any)

no. and types of pets & breed

Applicant's details:

title (Mr, Mrs, Ms, Miss, Dr) name

email

address

home phone

work phone

mobile phone

Personal details:

date of birth

drivers licence number

drivers licence state of issue

passport number

country of issue

no. vehicles

(including caravans and trailers)



This is a FREE service that connects all your utilities and other services. Foxie can help arrange for the connection or provision of the following utilities and other services:

IT'S SMART TO SAVE



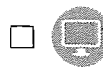
ELECTRICITY



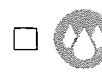
GAS



BROADBAND



PAY TV



WATER

☐ Please tick this box if you would like Foxie to contact you in relation to any of the above utilities and other services.

We guarantee that when you connect with one of our market leading electricity and gas suppliers, your services will be connected on the day you move in. Please refer to Foxie's Terms & Conditions for further information.

Foxie is an independent service, and in one brief phone call, your connections are organised on the offers that are right for you. No obligation, no more running around, no more phone calls. Foxie will contact you to arrange your utilities connections. You will be advised of any associated terms and conditions, including any standard connection fees that may apply. Once you have chosen your utility provider, Foxie may then need to disclose your personal information to the selected utility company. Foxie and your Agency may receive a benefit for arranging your services. Foxie is committed to protecting confidentiality of your personal information and will at all times handle your personal details in accordance with Foxie's privacy policy available on the Foxie website. Contact Foxie at www.foxie.com.au or call 1800 275 369

DECLARATION AND EXECUTION: By signing this application, you: 1. Acknowledge and accept Foxie's Terms and Conditions (which are included with this application).

2. Invite Foxie to contact you by any means (including by telephone or SMS even if the Customer's telephone number is on the Do Not Call Register) in order to provide Foxie's services to you, to enter into negotiations with you relating to the supply of relevant services as an agent for the service providers, and to market or promote any of the services listed above. This consent will continue for a period of 1 year from the date the Customer enters into the Agreement. 3. Consent to Foxie using the information provided by you in this application to arrange for the nominated services, including by providing that information to service providers for this purpose. Where service providers are engaged by you, they may use this information to connect, supply and charge you for their services. 4. Authorise Foxie to obtain the National Metering Identifier and / or the Meter Installation Reference Number for the premises you are moving to. 5. Agree that, except to the extent provided in the Terms and Conditions, Foxie has no responsibility to you for the connection or supply (or the failure to connect or supply) any of the services. 6. Acknowledge that Foxie may receive a fee from service providers, part of which may be paid to the real estate agent or to another person, and that you are not entitled to any part of any such fee.

By signing this application form, I warrant that I am authorised to make this application and to provide the invitations, consents, acknowledgements, authorisations and other undertakings set out in this application on behalf of all applicants listed on this application.

signature of applicant:

date

☐ Application sent to Foxie (if required)

Current rental details:

Address

current rent

\$ per week

how long have you lived there?

months

reason for leaving

agent/landlord

work phone

Previous rental details:

previous property address

current rent

\$ per week

how long did you live there?

months

reason for leaving

agent/landlord

work phone

No rental history (home owner):

property address

selling agent or managing agent

contact details

Current employment:

current employer (company)

employer address

contact name (manager)

contact's work phone

your position

length of employment

(if less than six mths complete Previous Employment Details)

net income

\$ per week

full time or part time?

Previous employment:

previous employer (company)

contact name (manager)

contact's work phone

your position

length of employment

net income

\$ per week

full time or part time?

If self-employed please provide the following:

company name

abn/acn

company address

postcode

accountant name & phone

business type

accountant email

Income for last financial year

• Attach copy for the financial year & attach copy of last tax return

Emergency contact details (not residing at premises):

name

relationship

contact phone

address

Personal/business references: (not relatives)

name	occupation	work phone
address		

name	occupation	work phone
address		

How did you find out about this property:

- ☐ Internet (please specify) ☐ mcgrath.com.au ☐ domain.com.au ☐ realestate.com.au
- ☐ For lease board
- ☐ Local newspaper ☐ Other _____

Confirmation

I confirm the following:

1. During my inspection of this property I found it to be in a reasonably clean condition. ☐ yes ☐ no
2. If "No," I believe the following items should be attended to prior to the commencement of my tenancy. I acknowledge that these items are subject to the landlord's approval.

--

3. I acknowledge that this is an application to rent this property and that my application is subject to the Landlord's approval.
4. I confirm having received a copy of this application for my retention.
5. I consent to the information provided in this application being verified and a reference check on TICA being undertaken.

Application:

I apply for approval to rent the premises referred to in this form. I acknowledge that my application will be referred to the Landlord of the property for their approval and if the application is approved, a Residential Tenancy Agreement for the premises will be prepared.

I declare that I am not a bankrupt or an undischarged bankrupt and that the information provided by me is true and correct. I have inspected the premises and wish to apply for tenancy of the premises for a period of _____ months, at a rental of \$ _____ per week.

I undertake to pay the monies detailed below by a bank cheque or money order made payable to [REDACTED]

Statement of costs:

Rental bond

\$

Rent in advance

\$

7074

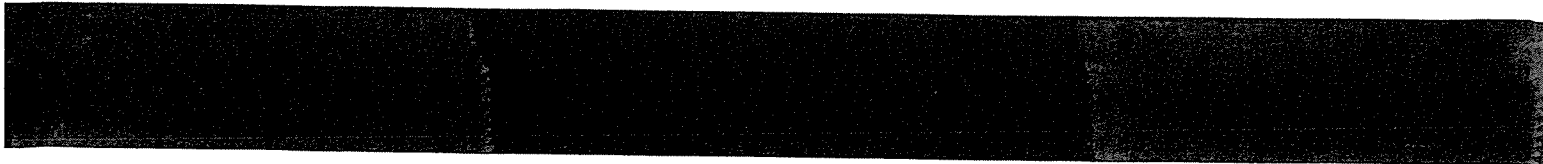
\$

applicant's signature

date _____

agents signature

date _____



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	phone
address	fax
email	

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

We may also take into account any information that is disclosed to us by TICA relating to attempts by Debt Collection Agencies, Credit Providers and related person to contact or locate you.

Secondary Purpose

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

- Tradespeople to contact you for repairs and maintenance of the property.
- Tribunals or Courts having jurisdiction seeking orders or remedies.
- Debt Collection Agencies, Credit Providers and related persons to permit them to contact or locate you.
- 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 our 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) or Mail: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$14.30

Primary Purpose

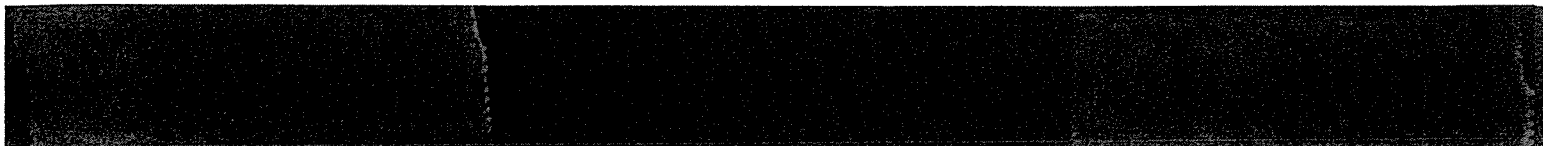
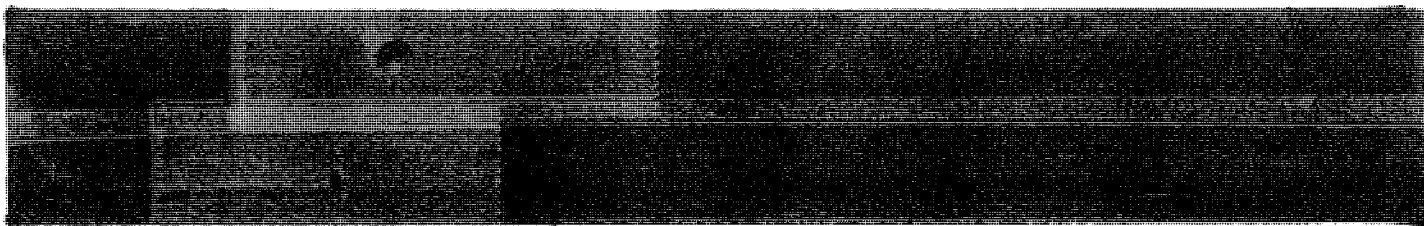
The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own 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 a 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.

name	signature	date
witness name	witness signature	date



THE FOLLOWING INFORMATION AND DOCUMENTATION IS REQUIRED BY EACH APPLICANT:

Identification (at least 100 points must be provided)

If you are a non-Australian resident we will also require a copy of your visa.

Should you not be able to meet the 100 check points, please phone your property management team.

Primary Documents

70 points (Only one of the following may be claimed)

- ☐ Current passport (current or expired within the last two years, but not cancelled)
- ☐ Birth certificate/extract
- ☐ Citizenship certificate

Secondary Documents

40 points (Must have a photograph and a name)

- ☐ Driver's licence issued by an Australian State or Territory
- ☐ Adult proof of age photo card issued by an Australian State or Territory
- ☐ Identification card issued to a public employee
- ☐ An identification card issued to a student at a tertiary education institution

35 points (Must have name and address on)

- ☐ Council rates notice

25 points (Must have name and signature on)

- ☐ Marriage certificate (for maiden name only)
- ☐ Credit card
- ☐ Foreign driver licence
- ☐ Medicare card (signature not required on Medicare card)
- ☐ EFTPOS card

25 points (Must have name and address on)

- ☐ Records of a public utility - phone, water, gas or electricity bill
- ☐ Lease/rent agreement
- ☐ Rent receipt from a licensed real estate agent

Please also attach the following documents

Proof of rental history

- ☐ Printout of rental ledger

Proof of current address

- ☐ Utility statements (no greater than six months old) or
- ☐ Council rates notice

Proof of income

- ☐ 2 previous pay slips or
- ☐ Bank statement or
- ☐ If self-employed - tax returns and business registration

References

- ☐ Minimum 2 references from previous agent or landlord; and/or
- ☐ Reference from employer or friend

Appendix 5 – Forms

5.1 Standard Form Tenancy Agreement – Part 2 RTA

Information on Agreement

- This needs to include a reference to renters' rights under s29 to be given a copy of the agreement.
- The reference to "if you need assistance" should refer to CAV's "where to go to get help" page – we have inserted a link to this in the draft form as CAV's renting page does not tell renters where to get help. However, the "where to go to get help" page needs to be updated to provide an accurate list of who can assist renters i.e. both from legal services and from tenancy advocacy services who are not legal services e.g. community legal centres that can assist with renting need to be included in the renting section and organisations in the renting section that are also legal centres need to be added to the legal section. Victorian Legal Aid & Justice Connect Homeless Law Practice both need to appear under the renting section as organisations who can provide advice on renting in Victoria.
- Information on mandatory disclosures needs to be included. s30D requires mandatory disclosures to be made prior to the rental agreement being entered into. Tenants Victoria submits that these disclosures should be made at the application stage as that is the time renters need to consider the information and determine if they want to offer to rent the property. To give this information at the same time as the agreement does not give renters sufficient time to assess the information and make an informed choice. However, the agreement form should include a requirement for the rental provider to declare the information under s30D was disclosed and the date that information was disclosed to ensure compliance with the Act.

Rental providers details (4)

- The rental provider's address needs to be the actual rental provider's address, not the agents. Too many times Tenants Victoria has heard from renters about situations where there is a need to contact the rental provider e.g. for bond claims or VCAT applications, after the tenancy has ended and the agents, if they are no longer acting, will refuse to provide the rental providers details.
- Further, a note needs to be included to confirm the rental provider must give appropriate contact details to the renter within 7 days if there is a change in information previously provided, per s66(4).

Rent payment methods (7)

This should refer to "available" payment methods rather than the rental providers "preferred" or "permitted" methods to reflect the amendment to s42 and r19, and the new payment options that must be offered should be included in the form as available options.

Further this portion of the form should include details of any fees that may apply with any of the other available payments methods to comply with s42.

Bond (8)

It is not a legal requirement that a bond be paid. It may be requested BUT there's no obligation under the law that a bond is to be paid if not requested.

Professional cleaning (11)

Tenants Victoria appreciates, and commends, the intention of prescribing this term is to prohibit rental providers from including blanket terms in rental agreements requiring properties to be professionally cleaned at the end of rental agreements where there is no genuine need for this, particularly in light of s63, which provides renters are only required to leave a property reasonably clean. The current wording of the prescribed term does not achieve this aim and will create a battleground between the rental provider and renter as to when professional cleaning can be requested.

We recommend the prescribed term in r12 be amended as follows:

The rental provider must not require the renter to arrange for, or pay for, the premises to be professionally cleaned, unless professional cleaning is demonstrably necessary for part or all of the premises in order to prevent damage to the premises.

Note: *demonstrably means a cleaning activity that cannot be performed by the renter and requires specialised skill and equipment not otherwise available to the renter.*

Subject to the above, the rental provider cannot require the renter to have the premises professionally cleaned.

If professional cleaning is required:

- *the renter must have all or part of the rented premises professionally cleaned, as the case requires, or*
- *the renter must pay the cost of having all or part of the rented premises professionally cleaned.*

Note:

- *the renter is only required to leave the property reasonably clean. Professional cleaning cannot be requested to achieve a standard of cleanliness higher than that required by law.*
- *if there is disagreement between the rental provider and renter about the need for professional cleaning the matter should be referred to VCAT for determination.*

Owners corporation (12)

Tenants Victoria recommends amendment to the regulation relating to mandatory disclosure for owners corporation rules to be provided to include providing a copy of the plan of the property showing which parts of the property are common property so renters know what areas at/around the property the rules relate to.

Part C – Safety related activities

In addition to the safety related activities being listed in the agreement, Tenants Victoria submits that evidence of the current safety checks be included in s30D r16 as a mandatory disclosure to be provided at the time of application to allow the renter to make an informed decision prior to offering to rent the property. The rental agreement should also include a requirement for the rental provider to declare the safety records were disclosed prior to the agreement being entered into, and the date they were disclosed to ensure compliance s30D.

Information on renters' safety-related duties should also be clear here. These are new to rental agreements and renters should be advised of their duties under the law in this area.

Part D - Additional terms

The RIS recognises the clear imbalance of the relationship between landlord and renter, it is therefore important to let renters know that they have a right to negotiate additional terms in rental agreements and put rental providers on notice that they cannot include unfair terms. Too often Tenants Victoria has seen renters sign clearly unfair rental agreements simply to secure accommodation. The imbalance between the relationships and renters agreeing to unfair terms in exchange for housing needs to stop. Renters must be treated with dignity and respect as would consumers in other consumer contracts.

Tenants Victoria has amended the information at Part D to assist in achieving the aim of fair agreements between the parties and the need for prohibited, unfair and invalid terms to be excluded from rental agreements. We would also like renters to be aware that they have a right to negotiate any additional terms and that they do not form part of the standard form agreement.

Tenants Victoria recommends the wording at the commencement of Part D be amended to include the wording in italics below:

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in *Residential Tenancies Act 1997* (the Act). *Terms that do so are invalid. Additional terms must not include terms that are prohibited under the Act. For details on prohibited terms visit, [add CAV webpage].*

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact us on 1300 55 81 81 for further information or visit consumer.vic.gov.au.

The Australian Consumer Law (Victoria) protects consumers, such as renters, from unfair terms in standard form contracts, such as rental agreements. If additional terms are included the parties should be able to negotiate these terms and ask for any unfair terms to be removed. If a Tribunal, such as VCAT, were to find a term unfair then that term will be void. For more information on unfair contract terms and the Australian Consumer Law (Victoria) contact us on 1300 55 81 81 or visit our webpage on [unfair contract terms](#).

Part E – Rights and obligations

Modifications

- the final dot point needs to include “unless the parties agree they do not need to be removed”

Assignment or sub-letting

- at the final dot point – the “cost to prepare a revised written agreement” needs to be amended to “reasonable expenses incurred because of the assignment”. There is no requirement for a revised written agreement for assignments, so this is incorrect. In reality a RTBA renter transfer form, required to be completed under the RTA, is sufficient to demonstrate an assignment and consent for the assignment. There is no additional work required to prove the assignment, and the rental provider should not be able to charge a fee

for completing a government issued pre-filled form. Assignments can be quickly, easily and inexpensively completed by this method.

Access and entry

- a final dot point should be added as follows:
The **rental provider** must provide the **renter** with compensation if entry is gained to conduct an open inspection to sell.
Note for further amendment: amendment to the Act should be made to allow compensation for open inspections for prospective renters as they are no less intrusive than those for sales campaigns. Compensation should also be mandatory for entries to take photos/videos as these are incredibly intrusive.

Residential rental agreement

Residential Tenancies Act 1997 Section 26(1)
**Residential Tenancies Regulations 2019 Regulation 10(1) –
Schedule 1 Form 1**



This is your residential rental agreement. The terms are contained in Parts A (basic terms), B (standard terms), C (safety-related terms) and D (additional terms - optional). A residential rental agreement is a binding contract under the *Residential Tenancies Act 1997* (the Act).

Please refer to Part E of this form for a summary of rights and obligations.

Information to be included on renters rights to a copy of their agreement pursuant to s29 of the RTA

Do not sign this agreement if there is anything on it that you do not understand. If you need assistance visit consumer.vic.gov.au/renting and <https://www.consumer.vic.gov.au/contact-us/who-to-go-to-for-help>

Please refer to [Renting a home: A guide for tenants](#) for details about your rights and responsibility. For further information visit the Renting section of the Consumer Affairs website at consumer.vic.gov.au/renting or call 1300 55 8181.

The *Renting a home: A guide for tenants (renters)* has been provided to the renter/s:

☐ via email

☐ in hard copy

Date provided: _____

Mandatory disclosures – information required.

Part A – Basic terms

The residential rental agreement (the agreement) is between the residential rental provider (the rental provider) and the renter listed on this form.

1 Date agreement signed

Note: the date you sign the agreement may be different to the date you move in, see (3).

2 Premises let by the rental provider

Address of premises

	Postcode
--	----------

3 Length of the agreement

☐ Fixed term agreement

Start date (this is the date you can move in)

Length of fixed term period

☐ Periodic agreement

Start date

(for example, monthly)

Note: If a fixed term agreement ends, and the renter and rental provider do not enter into a new fixed term agreement, a periodic (for example, month by month) rental agreement will be formed.

4 Rental provider details

Full name(s)

Address Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Address Postcode

Phone number

ACN (if applicable)

Email address

5 Renter details

Full name of **renter 1**

Current address Postcode

Phone number

Full name of **renter 2**

Current address Postcode

Phone number

Full name of **renter 3**

Current address Postcode

Phone number

Full name of **renter 4**

Current address Postcode

Phone number

Note: If there are more than four renters, include details on an extra page.

6 Rent

Rent amount (\$)

(payable in advance)

To be paid per ☐ week ☐ fortnight ☐ calendar month (paid on the same day each month)

Date first rent payment due

Note: The rent amount in this agreement must not exceed the advertised rent amount.

7 Rental provider's available methods of rent payment

Note: The rental provider must permit at least one fee free payment method and must allow the renter to use Centrepay or another form of electronic funds transfer (EFT).

(Rental provider to tick available methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPay

☐ Centrepay ☐ EFT

☐ other electronic form of payment

Payment details (if applicable – including any additional costs or fees that may be payable for any of the available payment methods)

Part B – Standard terms

8 Bond

If you are asked to pay bond, unless the rent is greater than \$900 (per week), the maximum bond that can be requested must not be more than one month's rent.

The rental provider or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they can:

- email rtba@justice.vic.gov.au, or
- call the RTBA on 1300 13 71 64

Bond amount (\$)

Date bond payment due

9 Service of notices and other documents by electronic communication

Sometimes the law requires documents to be delivered in a particular way. This is called "service". Previously some notices, like notices to vacate, needed to be served by registered post. Changes to the law now allow these sorts of notices, and other notices and documents, to be served by electronic communication (email), but only if the person who is to get the notice or document agrees.

If a document is served by electronic communication, service must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Note: If a party has not expressly agreed to electronic service of documents, consent cannot be assumed.

9.1 Does the rental provider agree to the service of notices and other documents by email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☐ Yes, email address
☐ No

9.2 Does the renter agree to the service of notices and other documents by email?

(Renter to tick as appropriate)

Renter 1 ☐ Yes, email address
☐ No

Renter 2	<input type="checkbox"/> Yes, email address	
	<input type="checkbox"/> No	
Renter 3	<input type="checkbox"/> Yes, email address	
	<input type="checkbox"/> No	
Renter 4	<input type="checkbox"/> Yes, email address	
	<input type="checkbox"/> No	

Note: If there are more than four renters, include details on an extra page.

Change of email

The renter and the rental provider must immediately notify the other party in writing if their email address changes.

Withdrawal of consent

The renter and rental provider can withdraw consent to electronic service of documents at any time. If they choose to do this they must notify the other party in writing. Once they have notified the other party in writing, no documents are to be sent by email.

10 Urgent repairs

The rental provider is responsible for repairs and maintenance to the rented premises. The renter must notify the rental provider of the need for an urgent repair. For example, urgent repairs can involve repairs to a stove or oven, a heater, a burst water service, a gas leak or flood damage.

For further information on seeking urgent repairs see clause 28 of this agreement.

Details of person the renter should contact for an urgent repair

Emergency contact name	<input type="text"/>
Emergency phone number	<input type="text"/>
Emergency email address	<input type="text"/>

11 Professional cleaning

The rental provider must not require the renter to arrange for, or pay for, the premises to be professionally cleaned, unless professional cleaning is demonstrably necessary for part or all of the premises in order to prevent damage to the premises.

Note: demonstrably means a cleaning activity that cannot be performed by the renter and requires specialised skill and equipment not otherwise available to the renter.

Subject to the above, the rental provider cannot require the renter to have the premises professionally cleaned.

If professional cleaning is required:

- the renter must have all or part of the rented premises professionally cleaned, as the case requires; or
- the renter must pay the cost of having all or part of the rented premises professionally cleaned.

Note:

- the renter is only required to leave the property reasonably clean. Professional cleaning cannot be requested to achieve a standard of cleanliness higher than that required by law.
 - if there is disagreement between the rental provider and renter about the need for professional cleaning the matter should be referred to VCAT for determination.
-

12 Owners corporation

Do owners corporation rules apply to the premises?

(Rental provider to tick as appropriate)

☐ No ☐ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

A condition report is required to be provided on or before the date the agreement commences.

☐ A condition report has been provided to the renter

Date provided: _____

☐ A condition report will be provided to the renter before the start of the agreement.

Part C – Safety related activities

14 Electrical safety activities

- The rental provider must ensure an electrical safety check of all electrical installations, fittings and appliances provided by a rental provider in the rented premises is conducted every two years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check on request by the renter.
 - If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every two years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check on request by the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

The rental provider must ensure that:

- i. any smoke alarm is correctly installed and in working condition
- ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
- iii. the batteries in each smoke alarm are replaced as required.

The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter in writing that it is not in working order.

The rental provider, on or before the occupation date, must provide the renter with the following information in writing:

- i. information about how each smoke alarm in the rented premises works
- ii. information about how to test each smoke alarm in the rented premises, and
- iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

17 Carbon monoxide alarm safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(1) The rental provider must ensure that:

- i. any carbon monoxide alarm is correctly installed and in working condition
- ii. any carbon monoxide alarm is tested according to the manufacturer's instructions at least once every two years, and
- iii. the batteries in each carbon monoxide alarm are replaced as required.

The rental provider must immediately arrange for a carbon monoxide alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

The rental provider, on or before the occupation day, must provide the renter with the following information in writing:

- i. information about how each carbon monoxide alarm in the rented premises works
- ii. information about how to test each carbon monoxide alarm in the rented premises, and
- iii. information about the renter's obligations to not tamper with any carbon monoxide alarms and to report if a carbon monoxide alarm in the rented premises is not in working order.

The renter must give written notice to the rental provider as soon as practicable after becoming aware that a carbon monoxide alarm in the rented premises is not in working order.

18 Pool fence safety activities

This safety-related activity only applies if the rented premises contains a pool.

(1) The rental provider must ensure that the pool fence is maintained in good repair.

The renter must give written notice to the rental provider as soon as practicable after becoming aware that the pool fence is not in working order.

The rental provider must immediately arrange for the pool fence to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

19 Relocatable pool safety activities

This safety-related activity only applies if a relocatable pool is erected on the rented premises.

A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the rental provider.

Note: Regulations made under the *Building Act 1993* apply to any person erecting a relocatable pool.

20 Bushfire prone area activities

This prescribed safety activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire-prone area under section 1952A of the *Building Act 1993* and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

Part D – Additional terms

21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in *Residential Tenancies Act 1997* (the Act). Terms that do so are invalid. Additional terms must not include terms that are prohibited under the Act. For details on prohibited terms visit, [\[add CAV webpage\]](#).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact us on 1300 55 81 81 for further information or visit consumer.vic.gov.au.

The Australian Consumer Law (Victoria) protects consumers, such as renters, from unfair terms in standard form contracts, such as rental agreements. If additional terms are included the parties should be able to negotiate these terms and ask for any unfair terms to be removed. If a Tribunal, such as VCAT, were to find a term unfair then that term will be void. For more information on unfair contract terms and the Australian Consumer Law (Victoria) contact us on 1300 55 81 81 or visit our webpage on [unfair contract terms](#).

Note: If you need extra space, attach a separate sheet. Both the **rental provider** and **renter** should sign and date all attachments.

22 Signatures

This agreement is made under the Act.

Before signing you must read the relevant information in **Part E – Rights and obligations** of this form.

Rental provider

Signature of residential
rental provider 1

Date

Signature of residential
rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

Date

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

Note: If there are more than four renters, include details on an extra page.

Part E – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the *Residential Tenancies Act 1997* (the Act).

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

Use of the premises

The renter:

is entitled to quiet enjoyment of the premises. The rental provider can only enter the premises in accordance with the Act

must not use the premises for illegal purposes

must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours

must avoid damaging the premises and common areas. Common areas may include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing

must keep the premises reasonably clean.

Condition of the premises

The rental provider:

must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in

must maintain the premises in good repair and in a fit condition for occupation

agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

can make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website

must seek the rental provider's consent before installing any other fixtures or additions

can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act

at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications unless the parties agree they do not need to be removed.

The rental provider:

must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs website consumer.vic.gov.au/renting.

Locks

The rental provider must ensure the premises has:

locks to secure all windows capable of having a lock, and

deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.

The renter must obtain consent to change a lock in the master key system from the rental provider.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under a:

family violence intervention order

family violence safety notice

recognised non local DVO

personal safety intervention order.

Repairs

Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3 of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs; and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out repairs if:

- the renter cannot meet the cost of the repairs, or
- the cost of repairs is more than \$2,500, or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

The renter must notify the rental provider as soon as practical of:

damage to the premises

breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in reasonable time.

The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within

14 days.

Assignment or sub-letting

The renter:

must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred because of the assignment.
- The rental provider must give the renter at least 60 days' notice of a proposed rent increase.

Rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider can enter the premises:
 - to do an inspection but not more than once every 6 months
 - to comply with the rental provider's duties under the Act
 - to conduct an open inspection to sell, rent or value the premises
 - to take images or video for advertising
 - if they believe the renter has failed to follow their duties under the Act
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The **renter** must allow entry to the premises where the rental provider has followed proper procedure.
- The **rental provider** must provide the **renter** with compensation if entry is gained to conduct an open inspection to sell.

Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

Help or further information

For further information, visit the Renting section – Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của củ gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service - TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic አንዳንድ ጭነት ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎት (TIS) በአልክ ቁጥር 131 450 (በአካባቢ ጥሪ ሂሳብ) በመደወል በገንዘብ ደንበኞች ጉዳይ ጽ/ቤት በአልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር አገዳዮቹን መጠየቅ።

Dari

اكر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخایره محلی تماس بگیرید. وبخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

5.2 Condition Report

Changes for the form

The condition report sample form does not reflect that the use of the condition report has changed in the RTA. It is now more explicitly a form that reflects condition at the start of the tenancy and at the end of the tenancy.

The condition report format used presupposes that the agent or landlord completes the original report and then provides it to the renter for checking. However, the RTA s35 provides that the renter may initiate a condition report.

Tenants Victoria recommends that:

- the condition report list and detail mandatory pre-disclosures made in relation to the condition of the property,
- statement about minimum standards (R's rights where minimum standards not met),
- highlight through the form which of items are minimum standards and
- include a warranty/statement from RRP that premises meet minimum standards
- landlord or agent photos are attached to the condition report

Tenants Victoria has reviewed the sample form provided on Engage Victoria, and edited the form. However, we were unable to edit part B to make provision for 4 columns for the Renter and we made no changes to Part E.

Initial information

This information needs to be directed to the renter. Despite the law now allowing the renter to complete their own condition report, the rental provider still has a legal duty to provide this to the renter **BEFORE** the renter moves in under s35.

Repairs

We added a note for this so renters know they can use the condition report to report repairs. S36 has been amended to allow for this, so it should be acknowledged.

A previous version of the condition report included an area for repairs, but without any explanation as to how this would operate. We note that former area for repairs has now been removed in this new draft.

Whatever approach is adopted it needs to be made clear that if the renter it as broken or damaged, that this translates to notifying and requiring a repair and that the rental provider must attend to the repairs as required by s68.

Safety-related duties

The information about "reporting threats to safety" is more appropriately contained in separate part of the form. If a renter detects a threat to safety, the renter should report it. This is not specific to the beginning of the tenancy or the condition report.

At the start of the agreement

"Two copies" needs to be amended to allow for service by electronic communication if the parties have consented to service by this method.

Correcting a condition report

This information should be provided prior to the information on what happens at the end of the agreement as this right is to be exercised within 30 days of entering into the agreement.

The draft refers to “30 business days” for a person to apply to VCAT to have a condition report amended. s35A provides “30 days” not “30 business days”. This should be amended to avoid confusion over time periods to apply.

Part A

The date of the report should be changed to date it was provided.

Part B

The form makes provision for the rental provider or landlord (in 4 columns) to quickly and easily tick whether a listed item is N/A, Clean, Undamaged, Working. The renters side of the form only provides for the renter to agree by ticking a column or make comment. For clarity and equity, the renter should have the same four options N/A, Clean, Undamaged, Working.

Part C - Information regarding safety

These records should form part of the mandatory disclosures, provided to proposed renters at the application time. Renters need to be able to make an informed decision about whether they want to offer to rent the property.

Copies of the most recent reports should also be required to be attached to the condition report in the event a new check has been carried out since the renter applied for the property.

Minimum standards

That the property meets the minimum standards should also be a mandatory pre-disclosure at the application stage, with confirmation of this in the condition report.

Part D – signatures

Note to renters should be added to let them know that they only need to return one copy and should keep the other copy safe to defend against potential future disputes.

Condition report – Residential rental agreement

Residential Tenancies Act 1997



This page provides information about a condition report and how to complete a condition report at the **beginning and end** of the residential rental agreement (rental agreement).

Note: the residential rental provider (rental provider) is required by law to give a renter a complete condition report **before** a renter moves into the property. If the rental provider does not give a renter a condition report **before** they move in, a renter can report the rental provider to Consumer Affairs Victoria (CAV), and can complete a condition report and give it to the rental provider, or their agent. The condition report needs to be completed and given to the rental provider within five (5) business days of the start of the rental agreement.

A condition report needs to be completed both at **the beginning and the end** of the rental agreement.

A condition report marks the general condition of the premises and can be used as evidence of what condition the property was in before the you moved in and after you move out.

Thorough records on the condition report can help resolve any disputes that may arise over things like cleaning, damage, safety or missing items at the property.

Renters should make their own comments on the condition report, especially where they may be different to the rental provider's/agent's comments.

Renters should take photos to show the condition of items, fixtures and fittings and to support any comments they have made on the condition report. (Note: fixtures and fittings are items considered to be part of the premises).

Every page of the condition report should be signed and dated by both the renter and the rental provider or agent, along with any extra pages added.

Note: a condition report is considered to be evidence of the state or repair or general condition of the premises on the day the report has been signed by the party who completed it, unless:

- there is something not marked on the condition report because it could not have reasonably been discovered during a reasonable inspection of the premises, or
- the renter (or rental provider if the renter completed the condition report first) has written a statement on the condition report that they disagree with a statement made by the party who first completed the report.

For further information visit the Renting section of the Consumer Affairs website at consumer.vic.gov.au/renting or call 1300 55 8181.

Repairs

Where the condition report indicates anything at the premises requires repairs, the condition report is to be taken to be a written notice for the purpose of reporting repairs to the rental provider.

Safety-related duties

If renters discover any defects that could be a **threat to safety** these should be reported to the rental provider, or their agent, in writing as soon as practicable. If these defects are detected while filling in the condition report, renters can mark this on the condition report as an area needing repairs. If they are detected after the condition report has been returned renters should report them in writing to the rental provider, or their agent, as soon as practicable. (See also **Correcting a condition report**.)

At the start of the rental agreement

Before the renter moves into the premises, rental providers and agents must:

fill in, sign and date the condition report

add extra pages to the report if there is not enough room when listing items

give two copies of the signed report to the renter to fill in their part

let the renter know that they have **five business days** to fill in, sign and return the report.

At the start of a rental agreement renters must:

fill in, sign and date both copies of the report within **five business days** of moving in. A completed report can help verify conditions if there is a dispute

include comments where they disagree with the description of an item and note anything which seems unsafe, insecurely fixed or needs repair

take photos that show the condition of items - especially if the renter does not agree with what is on the form. Sign and date the photos and ask the rental provider to do the same

return one completed and signed copy of the report to the rental provider, or their agent, within **5 business days** of moving in. Renters should keep the other completed and signed copy, along with any photos or other evidence of the condition of the property, in a safe place in case it later needs to be amended, or to assist if a dispute occurs about the condition of the property at the end of your agreement

Note: if the renter was not provided with a completed condition report by the rental provider before they moved into the premises, the renter may complete the condition report themselves. Renters have five (5) days from their move in date to complete the condition report and give it to the rental provider, or their agent.

Correcting a condition report

Sometimes it can be difficult to know if everything in the property is working or has been accurately recorded in the condition report within the first five (5) days of moving into a new premises. If a renter later finds that something in the report is inaccurate or incomplete they can apply to the Victorian Civil and Administrative Tribunal (VCAT) to correct the report. This must be done within **30 days** after the start date of the agreement. VCAT may then instruct the rental provider to amend the condition report.

Note: if the entry condition report is completed by the renter, not the rental provider, or their agent, the rental provider can exercise the same right and apply to VCAT if they believe the condition report should be amended.

Note: The rental provider is legally required to provide the renter a condition report before the renter moves into the premises. If the rental provider does not give a renter a condition report **before** they move in, a renter can report this breach to Consumer Affairs Victoria (CAV).

At the end of the rental agreement

At the end of a rental agreement, rental providers and agents must:

complete the final inspection and fill in the exit condition report in this form within **10 business days** of the end date on the agreement.

complete the exit condition report in the presence of the renter, unless the renter has been given a reasonable opportunity to attend the final inspection but is unable to attend.

allow for fair wear and tear as this does not count as damage caused by the renter or allow for requests for additional cleaning.

Note: Where the renter is a victim of family or personal violence, VCAT may order that they not be held liable for any loss or damage caused by the alleged perpetrator of that violence.

Help or further information

For further information, visit the Renting section – Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmillaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service - TIS) na 131 450 (po cenu lokalnog poziva) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic አንገልገላለን ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎት (TIS) በስልክ ቁጥር 131 450 በስልክ በጥሪ ላላብ በመደወል በስልክ ረገጥኞች ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር አገዳያዊነን መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، یا اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخاطره محلی تماس بگیرید. وخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Condition report – Residential rental agreement

Residential Tenancies Act 1997

Part A

This condition report is evidence of the general condition of the premise at the **START** of a rental agreement

Date condition report provided

Address of rented premises

Postcode

Rental provider details

Full name 1

Full name 2

Agent's company name (if applicable)

Renter details

Full name of **renter 1**

Full name of **renter 2**

Full name of **renter 3**

Full name of **renter 4**

Note: If there are more than four renters, include details on an extra page.

Important notes



Rental providers and renters should take photos of the premises. They should be taken close-up to show the detail regarding the structure, fixture or fitting being photographed and at a distance for perspective.

Photos should be dated and attached to this condition report, in hard copy or electronically, as they can be useful in a dispute about the condition of the property.



If there is not enough space to list all items, attach a separate sheet.

The rental provider/agent and the renter should sign and date any additional attached pages.

Part C – For start of rental agreement only

Communications

- ☐ A telephone line is connected to the rental premises
- ☐ An internet line is connected to the rental premises
- ☐ The rental premises is connected to the NBN

Describe NBN

Location of NBN

Information regarding safety

The rental provider must keep records of gas and electrical safety checks.

The renter can request records of these safety checks.

Date of last smoke alarm testing

Date of last electrical safety check	<div></div>
Date of last gas safety check	<div></div>
Date of last pool fence compliance check	<div></div>

Part D – Signatures

Rental provider

Signature of residential rental provider 1	<div></div>
Date	<div></div>
Signature of residential rental provider 2	<div></div>
Date	<div></div>

Renter(s)

All renters must sign this condition report.

Note: renters should return one completed and signed copy of the condition report to the rental provider, or their agent, and keep the other copy in a safe place, along with any photos or other evidence of the condition of the property, in case there are any issues at the end of the tenancy, such as a request for cleaning or repairs that may not be justified.

Signature of renter 1	<div></div>
Date	<div></div>
Signature of renter 2	<div></div>
Date	<div></div>
Signature of renter 3	<div></div>
Date	<div></div>
Signature of renter 4	<div></div>
Date	<div></div>

5.3 Notice of Rent Increase

Part A – Information for the renter

At (2) the form does not take into account s44 being a transitional section, and only refers to rental increases being once every 12 months. As previously raised in our submissions Tenants Victoria considers it is unfair for only some renters to have the benefit of the increased period in which a new rent amount can be proposed. The change to this section needs to have immediate effect.

Challenging a rent increase

Tenants Victoria have added some headings to this part of the form and dot pointed the information to make it easier to read.

“Applying to CAV” – last dot point we have added that the report goes both to the renter and rental provider.

“Applying to VCAT” – second dot point, Tenants Victoria considers that CAV have the incorrect time frame here, s46(4) provides an application made directly to VCAT without a report “may only be made after the end of 30 days after the notice of rent increase is given”. The draft form has the time frame as “within 30 days”. Tenants Victoria cannot find any amendment to the RTA changing this time frame from ‘after 30 days’ to ‘within 30 days’.

Applying to VCAT without a CAV report requires leave of VCAT. We have added a note to clarify this so renters are not misled about the process.

Proposed rent increase

Under this heading We submit that “month” is to be changed to “calendar month” for clarity, otherwise this has the potential to create confusion.

Further a “note” to remind rental providers and renters that the start date must not be before the 60 day notice period (+ postage).

Delivery of notice

Under this heading “ordinary post” needs to be added as s506 allows for a notice of rent increase to be sent by ordinary post.

Other additions required are:

- The date the notice was delivered/sent to ensure compliance with the 60 day notice period (+ delivery); and
- If sent by post, the postal address the form was sent to – having the address of the property at the start of the form is not sufficient as the postal address may differ from the property address. This is particularly relevant to rural renters who may not have regular postal deliveries direct to their property and need to collect their mail from the post office.

Rent increase investigation – for renters

Tenants Victoria recommends repeating the wording about renter’s rights to request a review be put in this part of the form. We have also broken up the language under this part to make it a little clearer and easier for renters to read.

FORM 5

Residential Tenancies Act 1997

(Section 44(1))

(Regulation 21)

NOTICE OF PROPOSED RENT INCREASE TO TENANT OF RENTED PREMISES

1. The residential rental provider (the rental provider) must use this form to notify the renter of a proposed rent increase.

PART A—INFORMATION FOR THE RENTER

2. The rental provider must give the renter at least 60 days notice of any rent increase.

This notice may provide for one rent increase only.

Rental providers must not increase the rent during a fixed term residential rental agreement (the agreement) unless the agreement provides for an increase.

Rental providers they must not increase the rent more than once every 12 months.

Challenging a rent increase

Applying to the Director of Consumer Affairs Victoria (CAV)

3. You may apply to CAV to review the proposed increase if you consider it to be excessive.
 - This is a free service.
 - If you want to apply you must do this in writing within 30 days after the notice is given.
 - You can apply by filling in the section below, 'Rent increase investigation' then sending it to CAV.
 - CAV will then investigate the increase and provide a report to you and the rental provider.

Applying to the Victorian Civil and Administrative Tribunal (VCAT)

4. You may also apply to VCAT for an order declaring the proposed rent amount to be excessive.

This can be made:

- within 30 days after receiving CAV's report; or
- after at least 30 days has passed since the notice of rent increase is given (where there is no report from CAV).

Note: If you apply directly to VCAT without first applying to CAV you will have to satisfy VCAT that you have reasonable grounds for not requesting a report from CAV otherwise VCAT may not accept your application.

5. For further information visit the renting section of the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART B—DETAILS

6. Address of rented premises *[insert address]*

7. Renter's details

This notice is given to *[insert renter's name]*

Include the names of each renter that is a party to the agreement.

8. Rental provider's details

Name of rental provider *[insert rental provider's name — cannot be the agent's name]*

9. Address of rental provider for the purpose of serving documents *[insert rental provider's address—can be the agent's address]*

10. Contact telephone numbers of rental provider or agent

Business hours *[insert telephone number]*

After hours *[insert telephone number]*

Email address *[insert email address]*

11. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount (\$) *[insert rent]* per *week/*fortnight/*calendar month

New rent amount (\$) *[insert rent]* per *week/*fortnight/*calendar month

Start date of new rent amount *[insert start date]*

Note: the start date of the new rent amount must be at least 60 days after the date the notice was given, including any additional time required for delivery by post.

Method used to calculate rent increase *[insert method used to calculate rent increase]*

12. **Delivery of this notice**

This notice has been delivered

☐ personally, for example by hand

☐ by ordinary post Delivery time *[insert delivery time]*

☐ by registered post Delivery time *[insert delivery time]*

☐ by email (if consent for service by email has been provided by the renter)

on this date:

Renters postal address *[insert postal address]*

Renter's email address *[insert email address]*

13. **Rent increase investigation – for renters**

If you think the proposed new increased rent amount is excessive you can ask the Director of Consumer Affairs Victoria (CAV) to investigate the increase for you.

This is a free service.

A request for an investigation:

- must be made in writing, and
- must be made within 30 days of you being given the notice.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or emailing it to renting@justice.vic.gov.au.

After your request has been received, a Residential Tenancies Inspector will contact you.

†☐ Yes, *I/*we the renter/s wish to apply for a rent increase investigation:

Renter daytime telephone number [*insert telephone number*]

† Tick as applicable.

*Delete if not applicable.

5.4 Notice to Leave

PART A

Temporary

It is important to let residents know that the suspension is only temporary.

If you are a resident

Tenants Victoria considers that it is important to include the information that it is a criminal offence to give a notice without reasonable grounds both at (1) as well as in Part B to ensure residents are aware of their rights.

The suspension period (2)

Tenants Victoria do not consider that the information at (2) adequately explains to the resident when a temporary suspension ends without also explaining what comes next. TV have reworded this part of the form to enable residents to better understand what may happen after they have been given a notice to leave.

Collecting your belongings

Tenants Victoria considers that this information is better moved to a latter part of the form rather than being listed under (1).

Attending your VCAT hearing

The current wording reads as if an application will result in a termination, but that is to be determined by VCAT. We have changed the language to more accurately indicate that the application is to “ask” for an order, rather than it being an assumption that an order will be given if an application is made.

Rent during your temporary suspension

Tenants Victoria considers that this information is better moved to be a separate point to make it clearer.

Crisis accommodation

Tenants Victoria notes that Justice Connect have recommended an addition for information about crisis accommodation. We support this addition.

Getting help

Tenants Victoria submits that the wording here needs to be changed to not only refer to community legal organisations as TAAPs or Tenancy Plus organisations may also be able to help. Further, CAV’s “who to go to for help” page needs to be updated. Community legal centres that can assist with renting need to be included in the renting section (e.g. Victoria Legal Aid & Justice Connect), and organisations in the renting section that are also community legal centres need to be added to the legal section.

PART B

In relation to the amended parts of s368 that now allow for a resident to be issued with a notice to leave for the actions of their visitor, Tenants Victoria considers that the information at (11) and (14) in CAV’s draft form 24 are too far removed to accurately reflect when a notice to leave cannot be

given if it relates to family violence. In the current drafting Tenants Victoria considers that this could lead to confusion about whether the notice could relate to a co-resident's actions as well as a visitor's actions. It needs to be made clear that it is the visitor's actions that are relevant for the family violence exemption for the resident at s368(5).

PART C

Resident/visitors details

Address for service

There are practical issues with the address for service of documents, particularly allowing 'as above' if this is the address of the managed premises. If a notice to leave has been given the managed premises **cannot** be the address for service as the resident is temporarily suspended from the managed premises. An address for service should include, where possible and known, an alternative address for service for the period of the temporary suspension.

Contact phone numbers

The wording here indicates these numbers are the numbers of the manager, not the resident, which is also repeated under the Manager details section. Tenants Victoria considers that this must be an error in the drafting.

Manager undertakings

It is important that managers act responsibly and in accordance with the law. Tenants Victoria recommends a section on manager undertakings is appropriate for this notice.

FORM 24

Residential Tenancies Act 1997

(Section 368(3))

(Regulation 91)

NOTICE TO LEAVE TO RESIDENT OF MANAGED PREMISES OR RESIDENT'S VISITOR

A—INFORMATION FOR THE RESIDENT/VISITOR

If you are a resident

1. This notice **temporarily** suspends your right to live on the managed premises.

After receiving this notice, you must leave the premises immediately.

It is an offence for you or your visitor to fail to leave the premises, or return to the premises, during the temporary suspension.

TAKE NOTE: It is a criminal offence for a manager to give you a notice to leave without reasonable grounds.

2. **When can you return?**

If the manager applies to the Victorian Civil and Administrative Tribunal (VCAT)

After a notice to leave has been given, a manager may apply to VCAT for an order that your right to live at the premises be terminated. Managers have two (2) business days after this notice has been given to make this application.

If a manager applies in this time your **temporary suspension will last until the VCAT hearing has occurred** and a decision made that either:

- you can return to the premises, or
- that your residency/agreement should be terminated.

If the manager does not apply to VCAT

If a manager does not apply to VCAT in time your **temporary suspension ends, and you can return to the premises, two (2) business days after the date of this notice**, which is _____ *[insert date that suspension ends]*

Note: business days are Monday to Friday, but not public holidays. Example: if a notice to leave is given at any time on a Thursday the two (2) business days will end at 12.00am the next Tuesday.

Contacting VCAT

3. If you receive this notice, you should contact VCAT on 1300 018 228 to find out if the manager has made an application to VCAT to ask for your residency to be terminated.

Note: VCAT and the manager may not know how to contact you during the temporary suspension. You should give them both details of how you can be contacted during the temporary suspension.

Attending your VCAT hearing

4. If the manager applies to VCAT asking for an order to terminate your residency, it is important that you attend your hearing and get legal advice.
5. VCAT cannot make an order terminating your residency unless it determines that it is reasonable and proportionate to do so, having regard to all of the circumstances. You might be able to find a lawyer to represent you at this hearing (see **Getting Help**).

Rent during your temporary suspension

6. You are required to continue to pay rent during the temporary suspension unless VCAT finds that you should not have been given this notice. If that happens, any rent you pay during the temporary suspension must be reimbursed to you in addition to reasonable expenses you incur during the temporary suspension.

Crisis Accommodation

7. If you require accommodation you can contact the Opening Doors' 24-hour toll free hotline on 1800 825 955 to speak with a housing and support worker who will direct you to an appropriate service.

Collecting your belongings during the temporary suspension

8. You may arrange with the manager of the premises for someone to collect your personal items from the premises during your temporary suspension. This includes but is not limited to things you might need during the temporary suspension such as food, clothing, and medicines, or evidence you might need to defend yourself at VCAT.

Getting Help

9. Consumer Affairs Victoria can provide you with more information about protecting your rights by telephoning 1300 55 81 81. You can also seek legal advice and representation from one of the community legal and/or renting organisations listed on our website www.consumer.vic.gov.au/renting and <https://www.consumer.vic.gov.au/contact-us/who-to-go-to-for-help>.

If you are a visitor

8. It is an offence
 - to remain on or enter the premises after being given a notice to leave; or
 - to re-enter the premises while the temporary suspension is in force.

PART B—INFORMATION FOR THE MANAGER

9. The manager of a rented premises must use this form to instruct the resident of a managed premises or the resident's visitor to immediately leave the managed premises.
10. The definition of manager includes residential rental provider, rooming house owner, caravan park owner and Part 4A park owner.
11. The manager must only give this form if they have **reasonable grounds** to believe that the resident or visitor has committed a serious act of violence on the premises or the safety of any person on the managed premises has been endangered. If the resident has caused, counselled or permitted their visitor to do the same a notice of leave may be given to the resident as a result of their visitors' actions.

Note: the manager **must not** give the resident this notice for the actions of their visitor in instances of family violence (i.e. where the violence or threat to safety is family violence and the visitor is a family member of the resident).

TAKE NOTE: It is a criminal offence to give this notice without reasonable grounds.

12. This form must be given as soon as it is safe to do so.
13. This notice **cannot** be given if a notice to vacate has already been given under sections 91ZJ, 142ZC, 206AR or 207X of the **Residential Tenancies Act 1997** in respect of the same act or omission.
14. The manager may apply to VCAT for an order to terminate the residency right or site agreement before the end of 2 days after the temporary suspension.

PART C—NOTICE

15. This notice is given to ☐ the resident
☐ the resident's visitor

16. Address of managed premises at *[insert address]*

Resident/visitor details

17. Name of *resident/*visitor *[insert name of resident/visitor]*
18. *Resident/*visitor address (if known) *[insert address—if answer is the same as the managed premises, write "as above"]*
19. Address for service of documents *[insert address for service of documents—if it is the managed premises, write "as above"]*
20. Contact phone numbers – **NB: this section relates to the manager's contact details, which is repeated at 24 – is this intended or an error?**

Business hours *[insert business hours phone number of **manager**]*

After hours *[insert after hours phone number of **manager**]*

Email address *[insert email address of **manager**]*

Manager details

21. Name of manager *[insert name of manager]*
22. Address for service of documents *[insert address for service of documents—if answer is the same as 2, write "as above"]*
23. Contact phone numbers

Business hours *[insert business hours phone number of manager]*

After hours *[insert after hours phone number of manager]*

Email address *[insert email address of manager]*

Reason to leave

24. As the manager I give you notice to leave the premises **immediately** because I have reasonable grounds to believe that—
☐ you have committed a serious act of violence on these premises;
☐ you have placed another person on the premises in danger;

- †☐ you have caused, counselled or permitted your visitor to commit a serious act or violence on the premises;
- †☐ you have caused, counselled or permitted your visitor to commit an act that has placed another person on the premises in danger.

25. Further details [*manager to insert a brief explanation of the reason for giving this notice*]

Manager undertakings

26. I will give written notice to the principal registrar of VCAT of the fact that I have issued a notice to leave by the end of the next business day after I give you this notice.

I may apply to VCAT for an order to terminate the residency right or site agreement before the end of 2 days after the temporary suspension.

If I apply to VCAT, I will:

- specify the acts, facts, matters and circumstances, including relevant dates, being relied on in support of the application, at the time of the application, in accordance with Regulation 8.08(1) of the *Victorian Civil and Administrative Regulations* 2018.
- endeavour to serve the person to whom this notice was given a copy of the application.

Delivery of this notice

27. This notice has been delivered

†☐ personally, for example by hand

†☐ by registered post Delivery time [*insert delivery time*]

†☐ by email (if consent has been provided by the renter)

28. Signature of manager [*insert signature of manager*]

29. Date of notice [*insert date*]

† tick the box which is applicable.

*delete whichever is not applicable.

Appendix 5.5 Notice to Vacate

Tenants Victoria, Justice Connect Homeless Law in Practice and Victoria Legal Aid previously provided feedback on the suggesting drafting of the notice to vacate form. While some of these recommendations have been taken up, all three organisations consider there is more to be done.

In short, this document needs to be directed to the recipient, i.e. the renter, and more substantial information about the eviction process and renters' rights needs to be included.

Tenants Victoria have prepared a proposed draft that aligns with the proposed draft prepared by Justice Connect and Victoria Legal Aid. Although there may be some variations in the layout and phrasing of parts of this form, the message in both drafts is the same. Renters must be provided with practical information about the notice to vacate and the eviction process, and what their rights are in relation to these.

Part A – Information for the renter

"Part A" has been renamed "Information for the renter" as the renter is the intended audience.

A brief explanation of the notice to vacate has been included, with information for the renter that the notice alone, without a possession order from VCAT, does not terminate the agreement.

Challenging a notice to vacate

The information here has been reformatted for better comprehension, to allow renters to know that they may pre-emptively challenge a notice, and may also challenge by way of defending the notice at a possession order hearing.

Reasons to challenge

This sub-heading has been included to provide further examples of when a notice to vacate can be challenged and to more accurately state when a notice to vacate for rent arrears may become invalid.

Time limits to challenge

This sub-heading has been included as the information on the previous draft was incorrect and provided 30 days to challenge for all notices.

Possession orders and warrants

Tenants Victoria has split this information into two headings and provided further information to clarify these processes and outcomes.

Moving out before the proposed vacate date

Tenants Victoria has included this information for renters who do not wish to challenge their notice to vacate and wish to move out before the proposed vacate date in the notice. It is important renters are aware of these processes to avoid claims for unpaid rent or lease breaking costs where the notice to vacate may have been issued prior to the end of a fixed term lease.

Seeking advice

Tenants Victoria recommend the wording here needs to be changed to not only refer to community legal organisations as TAAPs or Tenancy Plus organisations may also be able to help. Further, CAV's "who to go to for help" page needs to be updated. Community legal centres that can assist with

renting need to be included in the renting section (e.g. Victoria Legal Aid & Justice Connect), and organisations in the renting section that are also community legal centres need to be added to the legal section.

Crisis accommodation

Tenants Victoria commend Justice Connect including information on crisis accommodation in previous drafts, as well as their current draft. Tenants Victoria agree this is highly relevant and important information for renters facing eviction.

Personal belongings and documents

Renters should be made aware of their rights in relation to any goods or documents left behind if they are evicted from a rental property.

Rental provider's/mortgagee's details (3)

The rental provider's address needs to be the actual rental provider's address, not the agent's. Too many times TV has heard from renters of situations where they need to contact the rental provider after the tenancy has ended (e.g. for bond claims or VCAT applications) and the agents, if they are no longer acting, refuse to provide the rental provider's details.

Reason for notice (5)

The wording has been amended to ensure the rental provider complies with the RTA and includes the relevant section number relied on to issue the notice to vacate.

Delivery of this notice (6)

The tracking number for the registered post envelope should be provided on the notice. The Australia Post delivery timetable has no place in this notice and has been deleted.

Information for the residential rental provider

This has been deleted. As stated above, the renter is the intended audience of the notice, not the rental provider. Including this information in the notice is inappropriate, particularly as it appears before the information on where to get help or further information and information about the telephone interpreter service.

Tenants Victoria has no objection to an entirely separate part to accompany the notice (such as exists with the current standard form notice prepared by CAV) explaining the various reasons a notice to vacate can be given under the RTA, the appropriate notice period, and the documents/evidence required in support, but it should **not** form part of the body of this form. This form is designed to be given to the renter for them to understand why they are being asked to move out. Including all this additional information for rental providers in the notice only serves to confuse and create unnecessary clutter.