



# LUXE

PROPERTY

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## RENTER APPLICATION FORM

**For your application to be processed you must have viewed the property & completed all sections**

### PROPERTY DETAILS

**Address:** .....

**Rental:** \$.....pw    \$.....pcm    Bond: \$.....

**Preferred move in date:** .....

**Lease Term:**.....months      **Have you applied for another rental property?** Yes/No

**No. of occupants:** Adults..... Children..... Ages.....

### PERSONAL DETAILS

**Full Name:** .....

**Phone:** (W)..... (H)..... (M).....

**Email** .....

**Date of Birth:** .....

If you have a pet, please refer to the below Consumer Affairs link regarding requirements and complete the follow Pet Request Form and submit this with your application.

[Pets in Rental Properties](#)

### RENTAL OR RESIDENTIAL HISTORY

**Current Address:** .....

**How long at this address?** Years..... Months.....

**Rental provider / agent name:** .....

**Rental provider / agent email:** .....

**Rental provider / agent contact number:** .....

**PREVIOUS RENTAL OR RESIDENTIAL HISTORY**

Previous Address:.....

How long at this address? Years ..... Months .....

Rental provider / agent name:.....

Rental provider / agent email:.....

Rental provider / agent contact number:.....

**EMPLOYMENT DETAILS**

Current or most recent employer:.....

Employer Address:.....

Dates of employment:.....

Annual Income:.....

Contact person:..... Contact person number:.....

Contact person email:.....

**REFERENCES**

Personal Referee/Emergency Contact Name: .....

Contact number:.....

Email:.....

Relationship to applicant:.....

Referee 2 Name: .....

Contact number:.....

Email:.....

Relationship to applicant:.....

Referee 3 Name: .....

Contact number:.....

Email:.....

Relationship to applicant:.....

## **FINANCIAL INFORMATION**

Please provide at least two documents from the following list to confirm your capacity to pay the proposed rent:

- Payslips from current or recent employment
- Bank Statement (without transaction details)
- Centrelink payment statements or letters

If you are not receiving regular income, for example you are self-employed, undertake casual employment, freelance or unemployed, please provide details of previous employment or other documents supporting your financial ability to pay rent, such as proof of savings or assets.

- Tax return / business financials
- Superannuation statement
- Parental guarantee with proof of balance

## **VERTIFICATION OF IDENTITY**

Please provide at least two documents from the following list to verify your identification.

- Drivers license
- Proof of age card (government issued)
- Medicare card
- Australian passport
- Foreign passport and Australian visa
- Birth certificate
- Certificate of Australian citizenship
- Tertiary student identification card
- Centrelink card
- Department of Veterans' Affairs card
- Utilities bill at current address
- Letter from a government Department addressed to current address

Please provide additional documents to verify your identify (upon request) if you are unable to provide the documents above.

I acknowledge that this application is subject to the approval of the Rental Provider. I declare that all information contained in this application form is true and correct and given of my own free will. I declare that I have inspected the premises.

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/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)

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**

**Print Name:** .....

**Signature:** .....

**Date:** .....

# RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers in respect of an application to enter into a residential rental agreement under the **Residential Tenancies Act 1997** ("the Act").

## Information for the rental provider or their agent

### 1 Application form

Rental providers and agents must use a standardised residential rental application form which complies with the Act and the Residential Tenancies Regulations 2021 ("the Regulations").

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### 2 Rental auctions and bidding

Rental auctions and rental bidding are prohibited under the Act. The rented premises must be advertised or offered for a fixed amount and rental providers and agents must not:

- (a) solicit or otherwise invite an offer of an amount of rent that is higher than the fixed amount; or
  - (b) accept an unsolicited or uninvited offer of an amount of rent that is higher than the fixed amount.
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### 3 No application fees

A rental provider or their agent must not charge the applicant any fees for this application.

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### 4 Request for information from applicants

A rental provider or their agent must only ask applicants for the information set out in this form.

Applicants must not be asked to provide information that is not on this application form.

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### 5 Privacy notifications

A rental provider or their agent must provide applicants with all notifications in relation to privacy and personal information as required by law. Such notification must only contemplate use of the personal information for the purposes of processing this rental application.

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### 6 Personal information not to be used for other purposes

The personal information provided in this form is confidential. A rental provider or their agent must not use the applicant's information other than to assess the applicant's suitability as a renter or in accordance with any other requirement of the Act. A rental provider or their agent may commit an offence if they do not take reasonable steps to protect the applicant's information from misuse or loss, and unauthorised access, modification or disclosure.

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### 7 Protection of applicant's information from misuse, interference or loss

A rental provider or their agent must take reasonable steps to protect the applicant's information from misuse or loss and unauthorised access, modification or disclosure.

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### 8 Applicant to discuss alternative documentation if needed

If an applicant does not have documents requested in this form, the applicant may discuss with the rental provider or their agent what other documentation may be suitable.

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### 9 Residential tenancy databases

A rental provider or their agent may use residential tenancy databases to check an applicant's rental history. If a rental provider or their agent uses a residential tenancy database to check an applicant's rental history, the database must be disclosed in this Form.

Under section 439D(2) of the Act, if personal information about the applicant is in the database, the rental provider or their agent must, as soon as possible, but within 7 days after using the database, give the applicant a written notice stating the name of the database, the personal information about the applicant in the database, the name of each person who listed the personal information in the database, and how and in what circumstances the applicant can have the personal information removed or amended.

Failure to comply with section 439D(2) of the Act is an offence.

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### 10 Applicant's information to be destroyed or de-identified

If the application is successful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 3 years after the applicant's residential rental agreement terminates.

If the application is unsuccessful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 30 days after the property is leased, or within 6 months if they have received written consent from the applicant to use the information to apply for other premises.

## Information for the applicant

### 11 Each applicant to complete application form

Each prospective renter over the age of 18 may be asked to complete a copy of this application form.

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### 12 Contact rental provider / agent to check the outcome

Applicants should contact the rental provider or their agent after lodging an application to check if the application was successful.

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### 13 Protection of applicant's information from misuse, interference or loss

A rental provider or their agent must take reasonable steps to protect an applicant's information from misuse or loss and unauthorised access, modification or disclosure.

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### 14 Residential tenancy databases

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### 16 Application assessment

A rental provider or their agent will assess the applicant's suitability based on the information provided, including checking any residential tenancy database identified in Item 11.

For more information see Information for rental providers or their agents, and Information for renters, above or visit the CAV website.

A rental provider or agent and an applicant should ensure that they complete the application in full using true and correct information.

A rental provider or agent is not required to provide reasons to an applicant for an unsuccessful application.

Residential Tenancies Act 1997 (Section 29C) VIC  
RTA - S29C Residential rental agreement application forms must include  
prescribed information

A residential rental provider or that person's agent must not provide a person with an application form to apply to enter into a residential rental agreement unless the application form includes a statement that contains the prescribed information.

Form 3  
Residential Tenancies Act 1997  
(Section 29C)  
(Regulation 14)

#### Statement of Information for Rental Applicants

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or discriminate against you during your tenancy on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—  
age;  
disability (including physical, sensory, intellectual disability and mental illness);  
employment activity;  
expunged homosexual conviction;  
gender identity;  
industrial activity (including union activity);  
marital status;  
parental status or status as a carer;  
physical features;  
political belief or activity;  
pregnancy or breastfeeding;  
race;  
religious belief or activity;  
lawful sexual activity or sexual orientation;  
sex or intersex status;  
association with someone who has these personal attributes.
3. These personal attributes are protected by law and extend to agreements under the Residential Tenancies Act 1997 (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a rental property, occupying a rental property or leaving a rental property.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the Equal Opportunity Act 2010 (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. Scenarios and examples of unlawful discrimination in applying for a property  
Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.  
Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability or because of your race.  
Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.  
Refusing to provide accommodation because you have an assistance dog.
7. Scenarios and examples of unlawful discrimination when occupying or leaving a property  
Refusing to agree to you assigning your lease to someone else because of that person's personal attributes.  
Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.  
Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).  
Issuing you with a notice to vacate based on your protected attributes.  
The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

#### Getting help

8. If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act. VCAT may be contacted online at [vcat.vic.gov.au/](http://vcat.vic.gov.au/) or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf may make a complaint to VEOHRC at [humanrightscommission.vic.gov.au/](http://humanrightscommission.vic.gov.au/) or by calling 1300 292 153.