Form A1 - Residential Tenancies Act 1995 (section 47B(3))

Application for a prospective tenant to enter into a residential tenancy

Note - This is an application to enter into a residential tenancy agreement ONLY. You will be notified on the outcome of your application by the landlord or agent. A landlord, an agent of a landlord and a prospective tenant must use this form as the application form to enter into a residential tenancy agreement (see regulation 8(5) and section 47B(3) of the *Residential Tenancies Act 1995*). Any deviations from the prescribed application form must not be calculated to mislead, see section 52 of the *Legislation Interpretation Act 2021*. Prospective tenants may wish to attach further documentation to this form as part of their rental application, as long as the landlord or agent of the landlord has not requested the provision of information such that would be prohibited by section 47B(1) of the *Residential Tenancies Act 1995* and listed in regulation 8. See also information to be provided by landlords to tenants before or at the time of entering into a residential tenancy agreement pursuant to section 48 of the *Residential Tenancies Act 1995* - information and template form available on Consumer and Business Services website. A person, including a landlord that is a purpose-built student accommodation provider, must not require or receive a payment (other than rent or a bond) from a prospective tenant for a residential tenancy or the renewal or extension of a residential tenancy (see section 53 of the *Residential Tenancies Act 1995*).

1 - Address of the rental premises available to rent (to be filled in by the landlord or agent)

Address line 1:

Address line 2:

Suburb:

Postcode:

2 - Exclusions (to be filled in by the landlord or agent)

Specify part/s of premises which will be excluded from the residential tenancy:

3 - Duration of residential tenancy at the rental premises (to be filled in by the landlord or agent - prospective tenant may insert preferred duration and move-in date)

Duration of residential tenancy: (*tick one box)* ☐ Periodic ☐ 12-months

☐ Other fixed term (*specify*)

Date rental premises is available for occupation:

Prospective tenant's preferred tenancy duration: and move-in date:

The landlord has advertised, intends to advertise or has entered into an existing sales agency agreement for the sale of the premises (tick one box): ☐ Yes ☑ No

Note - A landlord must ensure that a prospective tenant is advised, before entering into a residential tenancy agreement, if the landlord has advertised, or intends to advertise, the residential premises for sale and of any existing sales agency agreement for the sale of the residential premises. If a landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, the landlord or the agent for the landlord:
(a) must display and distribute that information in accordance with the requirements of the Commissioner for Consumer Affairs; and
(b) must not induce a tenant to enter into a residential tenancy agreement by knowingly concealing that information.

4 - Rent payable (to be filled in by the landlord or agent)

Rent payable for the residential tenancy per week: $

Frequency of rent payable:(*tick one box)* ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Note - A landlord or agent cannot offer premises for rent under a residential tenancy agreement unless the rent is offered as a fixed amount, and cannot invite offers of an amount of rent higher than the advertised price. A landlord or agent cannot require the payment of more than 2 weeks' rent under a residential tenancy agreement before the end of the first 2 weeks of the tenancy.

5 - Bond (to be filled in by the landlord or agent)

A bond payment is required (*tick one box):* ☑ Yes ☐ No

Bond amount payable: $

Note: The maximum bond for a residential tenancy agreement is:
• if the weekly rent is $800 or less, up to 4 weeks rent
• if the weekly rent is more than $800, up to 6 weeks rent.
Some government programs are available to assist with payments of bond monies, such as a South Australian Housing Trust bond guarantee. Prospective tenants cannot be required to divulge whether such assistance will be sought/provided.

6 - Rates and charges (to be filled in by the landlord or agent)

Rates and charges for the following prescribed services will be paid by (tick one box in each case):

Water: ☑ Tenant ☑ Landlord Details:

Electricity: ☑ Tenant ☐ Landlord

Gas: ☑ Tenant ☐ Landlord ☐ Not applicable

Note - Electricity, gas and water are to be paid as agreed between the landlord and tenant. In the absence of an agreement, rates and charges based on the level of consumption are to be paid by the tenant. However, if the consumption is not separately metered or the rates and charges are not based on the level of consumption, the landlord is responsible for the charges.
The tenant may be required to pay rates and charges as an apportionment of the cost of a service if the property is not separately metered (for example, in a unit complex).
In relation to statutory charges, tenants are not liable for sewerage services that run past the premises.

Specify any other charges or effects on charges (e.g. telephone/internet/subscription television/solar):

Note: A tenant cannot be required to pay rates and charges for the supply of electricity, gas and water unless the landlord provides a copy of the invoice within 30 days of the authority issuing the invoice. All statutory charges, such as sewerage services that run past the rental premises, must be borne by the landlord.
A landlord should consider taking out insurance for the rental premises, and a tenant should consider taking out insurance for their contents in the premises.

7- Prospective tenant details (to be filled in by prospective tenant)

Note: Each prospective tenant over the age of 18 years must complete a separate application form.

Full Name:

Current address:

Email:

Phone 1:

Phone 2:

Joint application with:

Are all prospective tenants over the age of 18 and have legal capacity to enter into a residential tenancy agreement? (*tick one box)* Yes No

8 - Landlord or agent details (to be filled in by the landlord or agent)

Landlord (only required if there is no applicable agent)

Individual or company/legal entity name: MarshallSA Real Estate

ABN: (if applicable) 55 307 450 929

Email: paul@marshallsa.com.au

Phone 1: 08 8332 4555

Phone 2:

Postal address/address for service: 314 Portrush Road, Kensington SA 5068

Agent (if applicable)

Agent name/agent company/legal entity name: MarshallSA Real Estate

ABN (if applicable): 55 307 450 929

Agent's Registered Land Agent (RLA) Number: 2184

Contact person: Jo Antoniou

Email: paul@marshallsa.com.au

Phone 1: (08) 8332 4555

Phone 2: 0433 175 901

Postal address/address for service: 314 Portrush Road, Kensington SA 5068

9 - Prospective tenant documentation (to be filled in by the landlord or agent)

The landlord/agent requests a copy of the following selected documents. Please attach copies to this application form.

Category 1: Identification

Maximum of 2 documents from the following options. At least one should be photographic:

☐ Driver's Licence ☐ Passport ☐ Birth Certificate ☐ Proof of age card ☐ Other form of identification proposed by prospective tenant (Please specify)

Category 2: Ability to pay rent

Maximum of 2 of the following options:

☐ Bank statement with outgoing transactions and bank account numbers redacted or removed

☐ A payslip or document confirming employment

☐ Proof of pension/other income

☐ Other documents directly relating to financial capacity or primary source of income:

Note: Although not more than 2 documents from each of the above categories can be requested by a landlord/agent, prospective tenants may attach further documentation to this application form if it might assist their rental application. A person who holds prospective tenant information must protect the information and must destroy it 30 days after the successful tenant signs the residential tenancy agreement specified on this application form (unless the prospective tenant has consented for the information to be kept for a longer period - but it must be destroyed as soon as practicable 6 months after the date of this application form).

10 - Referees (to be filled in by the prospective tenant)

Please provide relevant referees regarding your suitability as a tenant and their contact details:

Prospective tenant:

Referee 1:

Full name:

Relationship to prospective tenant:

Contact details:

Referee 2:

Full name:

Relationship to prospective tenant:

Contact details:

Other relevant referee information:

Note: A landlord or an agent of a landlord must not request the provision of information relating to the employment of the prospective tenant, other than a payslip or a document that confirms their employment (see regulation 8(1)(h)).

11 - Residential tenancy databases (to be filled in by the landlord or agent)

The landlord/agent can determine a prospective tenant's suitability and may check a prospective tenant's prior history as a tenant. Landlords/agents may use residential tenancy databases for this purpose. They must provide the name and contact details of the residential tenancy database/s used at the time of making this application, unless provided to the prospective tenant not more than 7 days before the date of this application form:

Residential tenancy database 1: N/A

Contact details for residential tenancy database 1:

Residential tenancy database 2: N/A

Contact details for residential tenancy database 2:

Residential tenancy database 3: N/A

Contact details for residential tenancy database 3:

Note - There are further requirements for landlords/agents to follow when using residential tenancy databases in the *Residential Tenancies Act 1995*. A landlord/agent/residential tenancy database operator must not charge a fee for giving a person listed personal information in a residential tenancy database.

12 - Ways to submit your application (to be filled in by the landlord or agent)

Submit your application using one of the following methods:

Submission method 1: Online: www.marshallsa.com.au/rental-application

Submission method 2: Email: marshallsa@email.propertyme.com

Submission method 3: Drop into office: 314 Portrush Road, Kensington SA 5068

13 - Signature (to be filled in by prospective tenant)

Signature of prospective tenant:

Date of application:

Note - A prospective tenant must not give a landlord/agent false information or a falsified document in connection with an application to enter a residential tenancy agreement (see section 47B(2a) of the Act). This offence carries a maximum penalty of $20 000 and an expiation fee of $1200.

If you are successful in your application to enter into a residential tenancy, you can only keep a pet on the rental premises with the prior approval of the landlord. A separate Application for approval to keep a pet on rental premises form is available on the Consumer and Business Services website.

For further information contact Consumer and Business Services on 131 882 or visit sa.gov.au/tenancy/renters