

## For residential houses/ flats/ apartments

### PROPERTY DETAILS

Property Address Full:	House / Unit number:	
	Street:	
	Town:	
	Suburb:	
	Post code:	New Zealand
Property Managers Name:	Name:	
Owner Name:	Name:	
Landlords Address for Service:	House / Unit number:	
	Street:	
	Town:	
	Suburb:	
	Post code:	New Zealand
Contact Address is:	House / Unit number:	
	Street:	
	Town:	
	Suburb:	
	Post code:	New Zealand
Contact Phones Numbers:	Work:	Mobile:
	Email:	



## TENANT 1 DETAILS

Tenant 1 Details Full:	Name:		
	DOB:	/	/
Physical Address for Service:	House / Unit number:		
	Street:		
	Town:		
	Suburb:		
	Post code:	New Zealand	
	Alternate Address for Service:		
Alternate Address for Service:	House / Unit number:		
	Street:		
	Town:		
	Suburb:		
	Post code:	New Zealand	
	Email A.F.S:	Email:	
Duly authorised Agent:	Name:		
Phone:	Work:	Mobile:	
	Place of Work:	Name:	Position:
Work Address:	Address:		
Managers Name:	Name:		
WINZ Number:	WINZ No.:		
Drivers License:	Type.:	No.:	
	Other ID:		
Bank Account Details:	Bank:	Branch:	
	Account:	-	-

## TENANT 2 DETAILS

Tenant 2 Details Full:	Name:		
	DOB:                                      /                                      /		
Physical Address for Service:	House / Unit number:		
	Street:		
	Town:		
	Suburb:		
	Post code:	New Zealand	
	Alternate Address for Service:		
Alternate Address for Service:	House / Unit number:		
	Street:		
	Town:		
	Suburb:		
	Post code:	New Zealand	
	Email A.F.S:	Email:	
Duly authorised Agent:	Name:		
Phone:	Work:	Mobile:	
	Place of Work:	Name:	Position:
Work Address:	Address:		
Managers Name:	Name:		
WINZ Number:	WINZ No.:		
Drivers License:	Type.:	No.:	
	Other ID:		
Bank Account Details:	Bank:	Branch:	
	Account:	-	-



### TERM

\*The Tenancy shall commence on the:

and shall be a Periodic Tenancy  or

\*The Tenancy shall commence on the:

and shall be a fixed term finishing on:

### VEHICLES

Maximum number of cars parked on the property is not to exceed:

Tenant:	Make:	Model:	Colour:	Registration:	Finance Company:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### TENANCY BOND

and the tenant has, on signing this agreement paid to the landlord a bond of

equivalent to  weeks rent, such bond to be lodged with the

Tenancy Services Division of the Department of Building and Housing within 23 working days of receipt by the landlord.

### RENT

and to pay rent for the premises at \$  week and such rent shall be paid

in advance up to the termination of the tenancy, direct to the bank account of the landlord, details of which are set out below.

Bank Account Details:

Bank:	<input type="text"/>	Branch:	<input type="text"/>
Account:	<input type="text"/>	-	<input type="text"/>
		-	<input type="text"/>

### LETTING FEE

The tenant agrees that a letting fee of \$  is payable by the tenant on signing this agreement to:

Name:	<input type="text"/>	Position:	<input type="text"/>
-------	----------------------	-----------	----------------------

## For residential houses/ flats/ apartments

### MOVE IN COSTS

letting Fee Rent in advance Bond Total of

### MAXIMUM NUMBER OF TENANTS

Maximum Number of tenants to occupy the premises:

### RESIDENTS/UNDER-AGE TENANTS

The below stated list includes any residents or under-age tenants living in the property on the date that this agreement is signed (only) minor tenants are required to state their age.

Name:	Years:	Months:
Name:	Years:	Months:
Name:	Years:	Months:
Name:	Years:	Months:
Name:	Years:	Months:

## Tenancy Terms

### RENT REVIEWS

The landlord may review the rent from time to time and may increase the rent in accordance with section 24 of the Residential Tenancies Act 1986. No increase will take effect within 180 days after the date of the commencement of the tenancy or within 180 days after the date on which the last increase took effect.

### LIABILITY

The tenants hereby agree that they are jointly and severally liable to the landlord for any debt due to the landlord and for the performance of any covenants.

### WATER CHARGES

The tenant agrees to pay for all metered water charges provided to the premises where the water supplier charges on the basis of consumption and all corresponding waste water charges incurred during the tenancy.

### AUTHORISED VEHICLE PARKING

The landlord permits the tenant/s to park the previously stated vehicles only at the tenancy premises in the space provided. The tenant agrees to park only the tenant's car in the space provided and to ensure that all guests park on the street. The tenant further agrees to keep the garage or carport free from oil drippings and if necessary the tenant agrees to supply and use a drip tray. The tenant further agrees neither to repair any motor vehicle on the premises nor to leave any motor vehicle in any immobile condition. The tenant agrees to keep and maintain any vehicle on the property in a reasonably tidy condition and with current registration, and warrant of fitness and registration plates fitted. The tenant further agrees not to park the authorised vehicle or any other vehicle on any lawn belonging to the premises.

### OUTGOINGS

The tenant agrees to pay for all electricity, gas, or telephone or internet charges relating to the tenancy premises such outgoings being exclusively attributable to the tenants occupation. The landlord agrees to pay and will pay all land rates, dwelling insurance and body corporate levies.

### SUBLETTING

The tenant agrees not to assign, sublet or part with possession of the premises belonging to the landlord.

### TENANTS NOTICE

The tenant agrees to give 21 days notice in writing to the landlord at the Landlord's address for service, to terminate the tenancy. Any notice given by any tenant, where there are two or more tenants, shall operate to terminate the tenancy as a whole and the tenancy shall come to an end on the appropriate day taking into account the provisions of 5.136 whether or not any other tenants shall concur with the giving of the original notice. Notice cannot be given to terminate fixed term tenancies.

### LAWNS AND GARDENS

The tenant agrees to keep the premises and lawns and gardens in a reasonably clean and tidy condition free from rubbish and papers. The tenant also agrees not, to damage or remove any tree, shrub or bush from the property. The tenant agrees to keep lawns mowed once per fortnight and the gardens weeded and in a generally tidy condition. The tenant shall be responsible for the removal of garden waste.

### PROPERTY INSPECTION REPORT

The tenant will complete a property inspection report in conjunction with the landlord and this report will expressly detail the standard of cleanliness and maintenance requirements at the time of occupation. If subsequently the property inspection report shows that the tenant has not maintained the general upkeep of the property they will be issued with a 14 day notice to remedy the issue.

### PETS

The tenant agrees not to keep or feed or allow or permit any other person to keep or feed or allow any pet or other animal on or about the premises unless the landlord agrees otherwise and states this in the given pet field above.

### ALTERATIONS

The tenant agrees not to make any alteration to the premises nor to drive nails or screws into the walls nor affix any kind of adhesive

tape or blue tack to the walls. The tenant agrees not to deface or damage any walls, floors, woodwork, stonework, ironwork or any of the landlord's fixtures and fittings. The tenant agrees to use only picture hooks to hang pictures.

#### **DANGEROUS SUBSTANCES**

Any potentially combustible substance in on or about the premises unless the storage complies with the Dangerous Goods Regulations 1976. The tenant agrees not to do anything that would render the premises uninsurable, or cause the insurance premium to be increased.

#### **CALLOUT CHARGE**

The tenant agrees to pay any reasonable tradesman's call out charge if the tenant does not adhere to prior arrangements for entry.

#### **DRAINS AND WASTES**

The tenant agrees to keep all drains, sink wastes and sanitary appliances clear and free from obstruction.

#### **CARPET CARE**

The tenant agrees not to place pot plants, fridges, freezers or anything that may cause damage to carpeted areas within the tenancy premises. If the carpet is not maintained to a reasonably clean and tidy standard at the end of the tenancy the tenants may be liable to have them professionally cleaned.

**TENANT DEFAULT** - The tenant acknowledges that if the tenant shall be in default of any term of the tenancy agreement or breach any term of the Tenancies Act 1986 affecting tenant's obligations then the landlord shall be able to apply immediately to the Tenancy Tribunal for any appropriate remedy.

#### **NOTICES**

The tenant acknowledges that any notice shall be sufficiently served if sent to the address for service in accordance with 5.136 of the RTA.

#### **USE OF PREMISES**

The tenant agrees to use the premises principally for residential purposes and not use it for any unlawful purpose.

#### **AGREEMENT**

The tenant agrees that both the tenancy application form completed by the tenant and the schedule to this agreement form part of this agreement and that the contents of the application form are true and correct.

#### **DESTRUCTION OR DAMAGE**

Should the premises be destroyed then either party in accordance with S.59 or S 59A of the RTA may give notice.

**EXCESSIVE NOISE** - The tenant agrees to keep the noise to a reasonable level, and be considerate of neighbouring properties their occupants and other tenants.

#### **VENTILATION**

The tenant agrees to keep the premises well ventilated at all practical times when the tenant is personally in residence, to prevent the build up of mould and mildew.

#### **LANDLORDS RIGHT OF ENTRY**

The landlord or the landlords agent has the right to inspect the premises at least once per month, Providing 48 hours notice has been given by the landlord or 24 hours notice by a tradesman carrying out necessary maintenance.

**DEFINITIONS** - Landlord and tenant shall have the meanings ascribed to those terms in Section 2 of the RTA. RTA means the Residential Tenancies Act 1986.

**SMOKING AND ILLEGAL SUBSTANCES** - The tenant(s) agrees(s) not to smoke cigarettes or cigars or possess or take illegal substances in the tenancy premises and not to allow any other

occupants, guests or invitees to smoke cigarettes, cigars or possess or take illegal substances into the tenancy premises or use the premises in any way for any unlawful purpose.

#### **COLLECTION COSTS**

If at the end of the tenancy there is an unsatisfied debt by way of Money Order, then the tenant agrees that the tenant be liable for and pay for all costs of recovery of the Money Order, which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include, legal fees, commissions, fee's and disbursements, and/or court filing fees and disbursements.

#### **SWIMMING POOLS AND SPA POOLS**

The landlord agrees to arrange and pay for regular servicing of the swimming pool/spa pool, unless the pool is maintained by the body corporate or if specifically excluded from the tenancy.

**SMOKE DETECTORS AND MEANS OF THE FIRE ESCAPE** - The tenant agrees not to touch or attempt to disable or disconnect or to interfere with any means of escape from fire, including smoke detectors, in any way and not to permit any occupant, guest or visitor, to do the same.

Touching, disconnecting, disabling or interfering in any way with any means of escape from fire is an unlawful act. Smoke detectors can cause a silent alarm to be sent to the alarm company which sends out an employee to check the detector and then sends an account for the callout. Tenants are to replace batteries in the smoke alarm if they run flat.

#### **LIGHT BULBS**

Keeping the light bulbs in working order for the premises is the tenants responsibility. The tenant agrees to use the correct light bulb for the socket, and for them to all be in working order at the end of the tenancy.

**GAS HOT WATER** - The tenant acknowledges, where the hot water supplied to the premises created by gas, the tenant agrees that the tenant will pay the account for gas to heat the water provided that the gas supplied to the premises is individually metered and charged at a reasonable price.

**BODY CORPORATE RULES** - If this agreement shall be in respect of a tenancy of an apartment involving the Unit Titles Act 2010 then the rules attached to this agreement bind tenants provided they do not conflict with rights under the RTA.

**GUARANTORS** - If there shall be a guarantor involved in this tenancy agreement then any dispute shall be resolved in the Tenancy Tribunal.

**TENANTS OBLIGATION TO LEAVE** - On termination of the tenancy the tenant shall actually quit the tenancy on the last day.

The tenant further agrees that at the termination of the tenancy, to return all pass cards, remote controlled door openers or keys belonging to the landlord and remove all rubbish and personal belongings. Failure to do so may result in professional cleaning, replacement of keys or other costs to be paid by the tenant.

**MMDMUM NUMBERS** - Where the tenancy agreement specifies a maximum number of occupants then the tenant is responsible for restricting the number of occupants to that number.

**PRIVACY ACT WAIVER** the preceding information in this tenancy agreement may be required to conduct a credit check on you and/or to properly identify you and/or at the end of the tenancy to locate you, to pay you part or all of the Tenancy Bond, and/or to direct credit your bank account and/or if there is a net debt owing at the end of the tenancy which remains unpaid, then to locate you, to require payment of the net debt and/or to have a process server locate you, to server process upon you and/or to garnishee your bank account and/or to obtain an attachment order against you and/or to place your details on tenant default database.

## For residential houses/ flats/ apartments

### PETS

Pets:

### METERS

Water	<input type="text" value="Reading:"/>	<input type="text" value="Date: / /"/>
Gas	<input type="text" value="Reading:"/>	<input type="text" value="Date: / /"/>
Power	<input type="text" value="Reading:"/>	<input type="text" value="Date: / /"/>

### TENANT 1:

Date of Birth   
WINZ Number:

### TENANT 2:

Date of Birth   
WINZ Number:

I hereby give The Tenancy Practice Service Ltd permission to access all address and contact information from Work and Income New Zealand and/or the Department of Building and Housing including all past, and current contact information for the purpose of service documents related to debt collection.

### CHATELS PROVIDED WITH THE TENANCY

(delete which don't apply)

<input type="text" value="Fixed Floor Coverings:"/>	<input type="text" value="Light Fittings:"/>	<input type="text" value="Stove:"/>	<input type="text" value="Blinds:"/>
<input type="text" value="Curtains:"/>	<input type="text" value="1xGaraged door opener:"/>	<input type="text" value="TV Aerial:"/>	<input type="text" value="1xMirror:"/>
<input type="text" value="1xEconoheater"/>	<input type="text" value="1x Heated Towel Rail"/>	<input type="text"/>	<input type="text"/>

## ADDITIONAL CLAUSES

### METHAMPHETAMINE

The tenant agrees that the landlord may on his/her own or with the assistance of a specialist, during the tenancy and on giving the correct notice, conduct a test for methamphetamine at the tenancy premises

### SMOKE ALARMS

The tenant agrees that they will be responsible for changing batteries of any smoke alarm(s) during their tenancy (where applicable) and they agree to not remove or tamper with any smoke alarm(s) at the property. The tenant(s) agrees to report any known faults with the smoke alarm(s) to the landlord immediately, failure to do may see the tenant(s) face liability in the event of a fire.

### INSULATION

The property currently has the following insulation components installed:

Ceiling Insulation:	Yes: <input type="text"/>	No: <input type="text"/>	Type: <input type="text"/>
Underfloor Insulation:	Yes: <input type="text"/>	No: <input type="text"/>	Type: <input type="text"/>
Wall Insulation:	Yes: <input type="text"/>	No: <input type="text"/>	Type: <input type="text"/>

Can you confirm the minimum ceiling and underfloor insulation R-values for your region have been met?: Yes / No (Note that these minimum R-values will be required by July 1st 2019, however any wall insulation does not fall under minimum R-value requirements and these are limited solely to ceiling and underfloor). If you have been unable to obtain information about insulation in any particular location, please describe below what you have not been able to obtain and why, along with confirmation that you have made all reasonable efforts to obtain the information:

Where a professional insulation report/inspection has been completed and provided: Insulation:

Please see attached the current statement of insulation which outlines the levels of insulation at the property, including R values and confirmation of compliance in relation to July 1st 2019 minimum standards.

### GUARANTOR ENDORSEMENT:

I/we agree to indemnify the landlord for any and all losses arising out of the within tenancy.

_____	_____	Date: / /
Signed by the Guarantor	Signed by the Guarantor	

I/We agree to rent the premises on the terms outlined herein.

_____	_____	Date: / /
Signed by the Tenant	Signed by the Tenant	

_____	_____	Date: / /
Signed by the Landlord	Signed by the Landlord	