



Residential Tenancy Agreement

HOW TO USE THIS AGREEMENT

This is a legally binding contract

1. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
2. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules should be attached to this agreement.
3. This agreement must be completed in full and the tenant and landlord each keep a copy.
4. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see the back of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
5. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
6. Landlords are now required to sign a statement disclosing details of any insulation in the property.
7. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
8. Before signing this agreement all parties should carefully read it and seek advice from Tenancy Services if they are unclear about what they are agreeing to.
9. The parties must record their full names correctly and provide valid identification for reference; including purposes of a namecheck, credit check, reference post and pre-tenancy accordingly.
10. If a bond is paid, a Bond Lodgement Form must also be completed.
11. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
12. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 1993*. Any information provided on this agreement and about this tenancy may be added to a tenant database such as Namecheck, Tenancy Information NZ or a credit reporting system. Also may be used for the administration of the tenancy or to pursue legal action.
13. The tenant is explicitly prevented from letting out all or part of the property (including similar activity to Air B&B and Couch surfing practices).
14. The tenant agrees that reasonable cost of any collection of debts as presented to Tenancy Tribunal when attempting a claim of rent or reinstatement costs added to a tenancy order.

If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit www.tenancy.govt.nz or call us for free advice on 0800 836 262.

Landlord details

Name(s)

This section must be filled in

Physical address for service

Phone: (Wk)

(Mobile)

(Hm)

Other contact address(es)

Additional address for service (This may be an email or PO Box)

Tenant details

Name(1)

Name(2):

Name(s)

Tick box to indicate method of identification and fill in the detail

☐ (1) Drivers licence Number:

Version:

(2) Drivers Licence Number :

Version:

☐ (1) Passport Number:

Date of birth:

(2) Passport Number :

Date of birth:

☐ Other photo ID

Describe type of ID:

Date of birth:

Landlord checked photo on ID : ☐

Landlord recorded proof of identification: ☐

This section must be filled in. It is important to give good contact details.

Physical address for service

Phone: (Wk)

(Mobile)

(Hm)

Other contact address(es)

Additional address for service (This may be an email, PO Box)

Is any tenant under the age of 18? YES / NO (Cross one out) Name:

Tenancy details

Address of tenancy

Body Corporate rules attached if premises are Unit Title premises Yes / N/A (Strike out one option)

Rent per week \$

To be paid in advance, weekly / fortnightly (Strike out one option)

Bond amount \$

Rent to be paid at

Or into Bank Account No.

- - -

Account name.

The landlord and tenant agree that

1. The tenancy shall commence on the _____ day of _____ 20 _____

2. **Select one option:**

This is a **periodic tenancy** and may be ended by either party giving notice as required under the Residential Tenancies Act 1986

OR

This tenancy is for a **fixed term**, ending on the _____ day of _____ 20 _____

NB: Fixed-term tenancies automatically become periodic upon expiry of the fixed-term unless either party gives the other written notice of their Intention not to continue with the tenancy. That notice must be given no more than 90 days, and no less than 21 days, before the end of the fixed-term. If the landlord grants the tenant a right to renew the fixed-term, they should state this below under Number 4. The tenant may exercise this right by informing the landlord in writing no less than 21 days before the end of the fixed-term.

3. **The tenant shall not assign or sublet the tenancy without the landlord's written consent.**

4. Insert other terms of this tenancy (eg. pets, number of tenants, smoking or non smoking, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

Signatures

Do not sign this agreement unless you understand and agree with everything in it

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the outlines page of this agreement and the insulation statement is true and correct.

Signed by _____

Signed by _____

LANDLORD

TENANT 1

TENANT 2

Date signed _____

Date signed _____

Property Inspection Report

This report is intended to help avoid disputes

This should be used to record the condition of the property at the start of the tenancy.

The landlord (L/L) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

We recommend taking a video or photos of the existing condition of the property at the time of letting.

This is useful when a disputes arises.

| CONDITION ACCEPTABLE? | | | | |
|-----------------------|----------------------|----------|---------|----------------|
| | ROOM AND ITEM | LANDLORD | TENANTS | DAMAGE/DEFECTS |
| LOUNGE 1 | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Heating | | | |
| | | | | |
| | | | | |
| LOUNGE 2 | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Heating | | | |
| | | | | |
| | | | | |
| KITCHEN/DINING | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Cupboards | | | |
| | Sinks/Benches | | | |
| | Oven | | | |
| | Refrigerator | | | |
| | Dishwasher | | | |
| | Range hood | | | |
| | | | | |
| BATHROOM | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Mirror/Cabinet | | | |
| | Bath | | | |
| | Shower | | | |
| | Wash Basin | | | |
| | | | | |
| | Toilet | | | |
| | | | | |
| LAUNDRY | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Washing machine | | | |
| | Wash Tub | | | |
| | Linen cupboard | | | |
| | | | | |
| BEDROOM 1 | Wall/Doors | | | |
| | Lights/Power points | | | |
| | Floors/FI. Coverings | | | |
| | Windows | | | |
| | Blinds/Curtains | | | |
| | Wardrobe | | | |
| | | | | |

List of furniture and chattels

Provided by the landlord

Property Inspection Report - Continued

| CONDITION ACCEPTABLE? | | | | | Furniture and Chattels - Continued |
|-----------------------|----------------------|----------|---------|----------------|------------------------------------|
| ROOM AND ITEM | | LANDLORD | TENANTS | DAMAGE/DEFECTS | |
| ENSUITE BATHROOM | Wall/Doors | | | | |
| | Lights/Power points | | | | |
| | Floors/FI. Coverings | | | | |
| | Windows | | | | |
| | Blinds/Curtains | | | | |
| | Mirror/Cabinet | | | | |
| | Bath | | | | |
| | Shower | | | | |
| | Wash Basin | | | | |
| | Toilet (WC) | | | | |
| | | | | | |
| | | | | | |
| BEDROOM 2 | Wall/Doors | | | | |
| | Lights/Power points | | | | |
| | Floors/FI. Coverings | | | | |
| | Windows | | | | |
| | Blinds/Curtains | | | | |
| | Wardrobe | | | | |
| | | | | | |
| BEDROOM 3 | Wall/Doors | | | | |
| | Lights/Power points | | | | |
| | Floors/FI. Coverings | | | | |
| | Windows | | | | |
| | Blinds/Curtains | | | | |
| | Wardrobe | | | | |
| | | | | | |
| BEDROOM 4 | Wall/Doors | | | | |
| | Lights/Power points | | | | |
| | Floors/FI. Coverings | | | | |
| | Windows | | | | |
| | Blinds/Curtains | | | | |
| | Wardrobe | | | | |
| | | | | | |
| GENERAL | Entrance | | | | |
| | Locks | | | | |
| | Garage/Car port | | | | |
| | Grounds | | | | |
| | No. keys supplied | | | | |
| | Alarm | | | | |
| | Hose and fittings | | | | |
| | Shed | | | | |
| | Drive | | | | |
| | Rubbish bins | | | | |
| | | | | | |
| | | | | | |

Water Meter Reading

For use if charging for water

At start of tenancy

Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by

LANDLORD

TENANT

Date signed

Rent and Bond Receipt

Initial rent payment (\$)

Bond (\$)

Total (\$)

To (name)

Date paid

/

/

Signed as received

Outline of the provisions of the Residential Tenancies Act 1986 (RTA)

Please refer to the Residential Tenancies Act 1986 and amendments for the complete provisions.

Tenants and landlords! If you have problems, talk to each other.
If you can't sort it out, talk to us. We can help you sort it out.

0800 836 262
0800 TENANCY

www.tenancy.govt.nz

1. Agreement

Each party should keep a copy of this tenancy agreement.
Changes in the particulars of either party must be notified to the other party within 10 working days. The agreement must contain a statement, signed by the landlord, about the insulation in the property. This contract may not be enforceable against a tenant under the age of 18 (minor). *The minors Contracts Act 1969* may apply

2. Contact details and Address for service

Each party must supply a physical address for service in New Zealand where notices and other documents relating to the tenancy will be accepted by them, or on their behalf, even after the tenancy has ended. Tenants who supply the rental address as their address for service should update this at the end of the tenancy. It is good if your address for service is different from your tenancy address. You may also supply *an additional* address for service which can include a PO Box or email .

3. Rent

- Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- 60 days' written notice must be given for rent increases.
- Rent shall not be increased within 180 days of the start of the tenancy or the last rent increase.
- Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- Receipts must be given immediately if rent is paid in cash.

4. Bond

- A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- Bonds must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- Receipts must be given for bond payments.
- If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.
- The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear and may not cover careless damage.

5. Landlord's responsibilities

- Provide and maintain the premises in a reasonable condition.
- Allow the tenant quiet enjoyment of the premises.
- Comply with all building, health and safety standards that apply to the premises.
- Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations
- Landlords need to have working smoke alarms installed in all their residential rental homes. Any replacement alarms installed after 1 July 2016 need to have long life batteries and a photoelectric sensor. (exception is hard wired systems)
- Pay rates and any insurance taken out by the landlord. *
- Not seize the tenant's goods for any reason.
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days. The landlord must give the tenant the agent's name, contact address, mobile phone number (if any) ,email (if any) and address for service.

6. Tenant's responsibilities

- Pay the rent on time.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done. Seek advice from the Ministry of Business, Innovation and Employment (0800 83 62 62).
- Use the premises principally for residential purposes.
- Pay all electricity, gas, telephone, and metered water charges.
- Not damage or permit damage to the premises, and to inform the landlord of any damage. *
- Replace batteries in smoke alarms as required.
- Not disturb the neighbours or the landlord's other tenants.
- Not alter the premises without the landlord's written consent.
- Not use the property for any unlawful purpose.
- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.

- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.

- If a maximum number of occupants is stated in the tenancy agreement, not exceed that number

7. Rights of entry

The landlord shall enter the premises only:

- with the tenant's consent at the time of entry.
- in an emergency.
- for repairs or maintenance, compliance or preparation for compliance with any requirements regarding smoke alarms or insulation, from 8 am to 7 pm, after 24 hours' notice.
- for an inspection of the property or work done by the tenant, from 8 am to 7 pm after 48 hours' notice.
- with the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises.

Consent may not be unreasonably withheld but reasonable conditions may be imposed.

8. Subletting and assignment

If not expressly prohibited by the landlord, the tenant may sublet or assign with the landlord's prior written consent.

Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.

9. Locks

Locks can only be changed with the agreement of both the tenant and the landlord. They should be provided and maintained in a secure state by the landlord.

10. Notice to terminate tenancy

(NB: This does not apply to fixed-term tenancies. Notice requirements for fixed-term tenancies are contained in the main body of this agreement.)

In all cases, the tenant must give the landlord 21 days' notice in writing.

The landlord may give 42 days' notice in writing – and must state the reason for termination if:

- the landlord has an unconditional agreement to sell the premises with vacant possession; or
- the premises are required as the principal place of residence for the owner or any member of that owner's family; or
- the premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

In other cases, the landlord must give 90 days' notice in writing.

11. Termination by Tribunal

The landlord may apply to the Tenancy Tribunal for a termination order where:

- the rent is 21 days in arrears
- the tenant has caused or threatened to cause substantial damage to the premises
- the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, or a neighbour
- the tenant has failed to comply with a 14 days' notice to remedy a breach.

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act.

12. Mitigation of loss

If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

13. Unit Title Property

The landlord must promptly notify the tenant of any variations to Body Corporate rules affecting the premises.

* Any insurance taken out by the landlord is unlikely to cover the tenant's liability for damage.

*2017 many insurance companies have introduced 'landlord obligations' which require 3 monthly inspections and other conditions. (This is in response to damage associated with use or manufacture of methamphetamine in rental properties).

Landlords statement about insulation

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises and other matters. For more information about insulation requirements in the Residential Tenancies (Smoke alarm and insulation) Regulations 2016, please visit www.tenancy.govt.nz

Has any insulation been installed in the ceilings , floors or walls of the premises:

Yes (please complete section 2)

No (please fill in section 1 below)

The landlord of an income related rent tenancy must explain in the space below how they are exempt or how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy.

Please describe below the extent and location of insulation, product type and condition of the insulation. Please provide documentary evidence and attach to this agreement if necessary. It is recommended that the landlord also show the tenant the locations of insulation in addition to this written statement.

Location:

☐ Floor

☐ Ceilings

☐ Walls

Note that wall insulation is not a compulsory requirement and landlords can leave the box for wall insulation unticked if they are unsure whether or not the property contains wall insulation.

Your statement about insulation should include:

Where the insulation is, its type (and R rating if known) and condition.

If you have been able to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.

This includes if you have been unable to determine all of this information.

Landlords of income-related rent tenancies that have existing insulation that does not meet requirements must explain in the space below how they intend to comply with the insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving to an exemption.

Smoke alarms

Landlord must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4000.

Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:

- ☐ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.

- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each story or level, even if no-one sleeps there.

- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.

- ☐ None of the smoke alarms has passed the manufacture's expiry or recommended replacement date.

- ☐ All new smoke alarms installed from July 2016 onward, are long-life photoelectric smoke alarms with battery life of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the residential tenancies (smoke Alarms and Insulation) regulations 2016 and are properly installed.

- ☐ All the smoke alarms are working at the start of the tenancy, including working batteries.

- ☐ Landlord has made tenants aware of their obligations (may fill out and attach Namecheck Smoke Alarm form, this is a recommended option)