



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 brief outline in this agreement for 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. A statement must be provided of insurance, healthy homes standards and No sub letting clause, signed and understood by landlord and tenants.
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 debits 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.
15. Letting fees may not be charged to tenants as of 2019.

Landlord details

Name(s)

This section must be filled in

Physical address for service

Phone: (Wk) (Mobile) (Hm)

Email or 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.

Property Inspection Report - Continued

	ROOM AND ITEM	CONDITION ACCEPTABLE?			Furniture and Chattels - Continued
		LANDLORD	TENANTS	DAMAGE/DEFECTS	
ENSUITE BATHROOM	Wall/Doors				
	Lights/Power points				
	Floors/Fl. Coverings				
	Windows				
	Blinds/Curtains				
	Mirror/Cabinet				
	Bath				
	Shower				
	Wash Basin				
	Toilet (WC)				
BEDROOM 2	Wall/Doors				
	Lights/Power points				
	Floors/Fl. Coverings				
	Windows				
	Blinds/Curtains				
	Wardrobe				
BEDROOM 3	Wall/Doors				
	Lights/Power points				
	Floors/Fl. Coverings				
	Windows				
	Blinds/Curtains				
	Wardrobe				
BEDROOM 4	Wall/Doors				
	Lights/Power points				
	Floors/Fl. 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

It is expressly prohibited by the landlord that the tenant may sublet or assign. During the tenancy should the need arise, the landlord will vet the new tenant if over 18 years of age, or agree if under 18 & provides the tenant with written permission, only then may additional persons join the tenancy.

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.

*tenants may be required to pay excess charges or may be immune from claims by the landlord, where they or their guests caused careless damage to the property, but the landlords insurance covers the 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).

Insurance Statement

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

Law changes relating to insurance and damage

- From 27 August 2019, the law requires landlords to disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

Yes No

The table below specifies the excess amounts of all relevant insurance policies for this property.

Name/type of policy	Insurer	Excess amount
1.		\$
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.

Insulation Statement

Landlords must either complete this form or attach a signed insulation statement containing the same information.

Does insulation meet the minimum requirements for ceiling insulation?

Yes No

If no, explain specifically what exception applies and which room(s) it applies to. (e.g. professional installer cannot access skillion ceiling above bedroom 2).

Does insulation meet the minimum requirements for underfloor insulation?

Yes No

If no, explain specifically what exception applies and which room(s) it applies to. (e.g. professional installer cannot access subfloor space safely).

Ceiling Insulation

Location/coverage

- Complete (all rooms)
 Partial (specify areas not insulated):

- None
 I don't know as ceiling space is not accessible in the following areas (specify reason for inaccessibility)

Type

- Segments/Blankets
 Loose-fill
 Other (specify)

- Ceiling space is not accessible
Bulk Insulation value (R-value):..... or minimum thickness:
Age of ceiling insulation (if known):

Condition

- Insulation is in at least a reasonable condition (if not, please explain why):
 Insulation has no gaps other than clearances where required (e.g. around older style downlights and chimney flues)
 Ceiling space is not accessible

Underfloor Insulation

Location/coverage

- Complete (all rooms)
 Partial (specify areas not insulated):

- None
 I don't know as ceiling space is not accessible in the following areas (specify reason for inaccessibility)

Type

- Segments/Blankets
 Polystyrene
 Foil
 Bulk Insulation with foil lining
 Other (specify)

- Underfloor space is not accessible
Bulk Insulation value (R-value):..... or minimum thickness (na/ for foil):
Age of underfloor insulation (if known):

Condition

- Insulation is in at least a reasonable condition (if not, please explain why):
 Insulation has no gaps other than clearances where required (e.g. around pipes)
 Underfloor space is not accessible

Wall insulation

Location/coverage

Complete (all rooms)

Partial (specify areas not insulated):

None

I don't know as wall insulation is not accessible

Supplementary
Information

Any other details about the type or condition if known:

Date insulation was last upgraded Or N/A

Date insulation was professionally assessed Or N/A

Landlord Statement

I/we,(name of landlord(s))
declare that the information contained in this insulation statement is true and correct as at the date of signing and that all reasonable efforts have been made to obtain information about the location, type and condition of insulation at the premises.

Healthy Homes Standards Statement

Strike out one option

I/we, (name of the landlord(s))
will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

I/we, (name of the landlord(s))
already comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

Signed by

Date Signed

LANDLORD

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)

All Tenancies comply from July 2020 onwards:

- Heating standard:** The heater in the main living room has a heating capacity of(in kilowatts) It has the capacity for the main living room to reach at least 18 degrees.
Note this property may rely on the tolerance or 'top-up' allowance for existing heaters. below is a brief description of why it applies to this tenancy

- Ventilation standard:** Each habitable space in these premises has one or more openable windows or doors (that meet the requirements detailed in the ventilation requirements. Landlord please quote the diameter or exhaust capacity of each extractor fan installed in any kitchen or bathroom below:

- Moisture and drainage standards:** This property has an efficient drainage system. Either this property does not have any enclosed subfloor spaces or that each enclosed subfloor space has a ground moisture barrier.

- Draft stopping standard:** Any open fireplace is either closed off, the chimney is blocked or that it isn't blocked off at the tenants written request. " please do not block off chimney(s)-

thanks signed tenant date: / /

- Draft standards:** This property is free from unreasonable gaps that allow draughts into or out of the premises.

If an exemption applies to any of the above, the landlord must make a statement explaining the exemption and briefly describe the circumstances that led to the exemption on a separate piece of paper attached to this tenancy agreement.

Thank you for your compliance with all these new standards! there are more changes coming through parliament currently so read our emails appearing in your inbox this year.

Namecheck- assisting landlords online since 2015.