

Flat/house - Sharing Agreement

Flat/house sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986. Tenants and other flatmates will, however, find it useful to have a written agreement. The following is a sample of what could be included in an agreement. This agreement is between the **Head Tenant/Owner** and **Flatmate**.

Head tenant details	Flatmate details
Name:	Name:
Address for service: (other than the flat)	Address for service: (other than the flat)
Phone:	Phone:
Email:	Email:
Address of rental/flat:	
The flatmate and the head tenant agree to share premises on the following terms:	
1. This agreement starts on the / / and will continue on a weekly / fortnightly basis. 2. The rent is \$per week / fortnight and is to be paid weekly / fortnightly in advance by the flatmate to the head tenant / landlord. 3. A bond of \$.....is payable to the head tenant. A written receipt will be given to the flatmate. 4. The flatmate cannot assign the right to live in the flat. 5. If the head tenant receives notice from the landlord, the head tenant will give a copy of the notice to the flatmate immediately. 6. This agreement can be terminated by 14 days' notice given by either party in writing. 7. The flatmate shall not keep any pets on the premises without the head tenant's permission. 8. The flatmate must pay percent of the cost of food, electricity, gas, water and telephone rental each week or as the bills are received. 9. The flatmate must pay any telephone toll charges incurred by the flatmate when asked to by the head tenant. 10. The flatmate must not remove any chattels or fixtures from the premises that do not belong to the flatmate. 11. At the end of this agreement, the head tenant will return the bond to the flatmate immediately. The head tenant can deduct from the bond any cost which is outstanding and is the responsibility of the flatmate. 12. In the event of any dispute, the parties agree that the dispute will be determined by the Disputes Tribunal. 13. The flatmate agrees to reimburse the head tenant for any reasonable expense or collection/recovery costs paid or incurred in recovering or attempting to recover any payment that is owed under an order of the relevant Court.	

Privacy Statement

By completing this Sharing Agreement Form, you agree to the collection, use and disclosure of Personal Information by illion Tenancy and or your Landlord (together “We”) in accordance with this Privacy Statement. Personal Information includes any information that identifies you or another person, that you provide, or have provided, to us or authorise us to collect at any time (including Tenancy Tribunal orders, ratings/references, information relating to tenancy history, breaches of the Residential Tenancies Act 1986 and updated information). This Privacy Statement does not limit your rights under the Privacy Act 2020.

If you provide to us, or authorise us to collect, Personal Information about a third party (such as a guarantor or referee), you confirm the relevant person has authorised us to collect, use and disclose their Personal Information in accordance with this Privacy Statement and that you have informed them about their rights to access and or correct the Personal Information we may hold about them. It is not mandatory to provide us, or authorise us to collect, Personal Information, however, if you do not do so, it may affect the assessment of your application.

We may collect and use Personal Information to: (a) verify or allow for your identity to be verified (b) assess your suitability for a tenancy, including assessing you and or your guarantor’s creditworthiness and references; (c) manage and monitor your tenancy (if your application is approved); (d) assist with the collection of amounts outstanding in relation to a Tenancy agreement; (e) check if you have overdue fines with the Ministry of Justice. We may use the services of, or provide services to, illion (New Zealand) Limited, illion Tenancy Limited (illion Tenancy) and their respective related companies (together Authorised Agencies). We may collect Personal Information from, and disclose Personal Information to, Authorised Agencies for any of the purposes described in this Privacy Statement and we may authorise Authorised Agencies to hold, use and disclose Personal Information for the purpose of providing their (or other Authorised Agencies) services to us. Personal Information will be held by us in a digital form in New Zealand or in a country that provides similar data protections to that of New Zealand (e.g., Australia).

You have the right to access and request correction of your Personal Information by contacting us at admin@illiontenancy.co.nz or making an online application at <https://www.tenant.illiontenancy.co.nz/contact-us/>

Signature

Signed by: _____
Head Tenant

Date signed: / /

Signed by: _____
Flatmate

Date signed: / /