



RESIDENTIAL TENANCY AGREEMENT

NOTES FOR THIS AGREEMENT

1. This is a legally binding contract.
2. 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.
3. 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 must be attached to this agreement.
4. This agreement must be completed in full and the tenant and landlord each keep a copy.
5. 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).
6. No terms or conditions added to this agreement are valid if they are contrary to the Residential Tenancies Act 1986.
7. Landlords are now required to sign a statement disclosing details of any insulation in the property.
8. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
9. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
10. The parties must record their full names correctly.
11. If a bond is paid, a Bond Lodgement Form must also be completed.
12. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
13. Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
14. The tenant may be required to pay any letting fee or other charge for services provided by any solicitor or letting agent relating to the granting of the tenancy.
15. 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 for free information on 0800 836 262

Letting Agent / Landlord details

Letting Agent _____ Landlord _____

This section must be filled in

Physical Address _____

Postal or other contact address _____

Phone(Wk) _____ (Hm) _____ (Mobile) _____

Additional address for service. PO Box or Email _____

Tenant details

All tenants responsible for the rent to be listed

Name _____ I.D (Passport D.Lic, other) _____ D.O.B ____ / ____ / ____

Name _____ I.D (Passport D.Lic, other) _____ D.O.B ____ / ____ / ____

Name _____ I.D (Passport D.Lic, other) _____ D.O.B ____ / ____ / ____

Name _____ I.D (Passport D.Lic, other) _____ D.O.B ____ / ____ / ____

This section must be filled in

Physical Address _____

Postal or other contact address _____

Phone(Wk) _____ (Hm) _____ (Mobile) _____

Additional address for service. PO Box or Email _____

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

Tenancy details

Body Corporate rules attached if premises are Unit Title premises. YES (Circle if applicable)

Address of tenancy _____

Maximum number of persons who may reside in the premises _____. Pets Permitted (Yes / No) Smoking (Yes / No)

Rent per week \$ _____ \$ To be paid in advance (weekly / fortnightly) Bond Amount \$ _____

Rent to be paid at _____

Or into Bank Account

--	--	--	--	--	--	--	--	--	--	--	--

 Bank _____

Account name _____ Branch _____

The Landlord and Tenant agree that

1 The date the tenancy shall commence on ____ / ____ / ____

2 *Strike out one option:*

This is a periodic tenancy and may be ended by either party giving notice as required by the R.T.A. 1986.

OR This tenancy is for a fixed term ending on ____ / ____ / ____

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.

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

4 The tenant (shall / shall not) pay for any metered water, metered waste water, power, gas, phone or internet costs.

5 The tenant agrees to reimburse the landlord for any reasonable expense or collection costs paid or incurred in recovering, or attempting to recover any payment that is owed under an order of the Tenancy Tribunal.

Signatures

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

The landlord and tenant must sign here to show that each party agrees to all the terms and conditions in the tenancy agreement, and that each party has read the notes at the back of this agreement.

TENANTS NOTE

By entering into this agreement you agree that an identification photo, address details and an assessment regarding basic tenant responsibilities may be added to the illion Tenancy system. Any of this information may then be made available to authorised third parties. Under the Privacy Act 1993 you have the right to see the information held about you by any credit reporting or tenant database, and to correct it in accordance with the Privacy Act. If you wish to view information held about you visit www.tenant.illiontenancy.co.nz

LANDLORDS NOTE

Tenancy Agreements must be accompanied by a signed Insulation Statement. This can be found in illion Tenancy downloadable forms.

Signed by _____
Landlord

Signed by _____
Tenant

Signed by _____
Tenant

Signed by _____
Tenant

Signed by _____
Tenant

Date signed ____ / ____ / ____

Date signed ____ / ____ / ____

Property Inspection Report

This should be used to record condition of the property at the start of the tenancy. The landlord (L/L) and tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

This report is intended to help avoid disputes

Room & item	Condition Acceptable?		Damage/Defects
	L/L	T	
Lounge	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
Kitchen/Dining	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
	Cupboards		
	Sinks/Benches		
	Oven		
	Refrigerator		
Bathroom	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
	Mirror/Cabinet		
	Bath		
	Shower		
	Wash Basin		
	Toilet		
Laundry	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
	Washing machine		
	Wash Tub		
Bedroom 1	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
Bedroom 2	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
Bedroom 3	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
Bedroom 4	Walls/Doors		
	Lights/Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/Curtains		
General	Rubbish Bins		
	Locks		
	Garage/Car port		
	Grounds		
	Smoke Alarms		
	No. Keys supplied		

Other Terms of this Tenancy

Signed: Landlord _____ Tenant _____

List of furniture and chattles provided by the landlord

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

Date signed ____/____/____

Signed by _____ Tenant

Date signed ____/____/____

Rent and Bond Receipt

Initial rent payment \$ _____

Bond \$ _____

Letting Fee \$ _____

TOTAL \$ _____

To (name) _____

Date paid ____/____/____

Signed as received _____

Outline of the provisions of the Residential Tenancies Act 1986 (R.T.A)

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

For more help, Call Free 0800 836 262 (0800 TENANCY)

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 (a minor). The Minors Contracts Act 1969 may apply.

2. Contact details

- › Each party must provide an email address and mobile phone number if they have them.
- › 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. Parties may also supply an additional address for service which can include a PO Box, email or fax.
- › If the landlord is going to be out of New Zealand for more than 21 days and has to appoint an agent, the landlord must give the tenant the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service.

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 covered by the landlord's insurance.

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 (other than hard-wired systems) need to have long life batteries and a photoelectric sensor.
 - › Comply with all requirements in respect of insulation imposed on the landlord by regulations. All residential rental homes are required to have ceiling and underfloor insulation that meets minimum standards unless they meet one of the exceptions. This will apply from 1 July 2016 for landlords of income-related tenancies (ie. social housing and community housing) and 1 July 2019 for all other landlords.
 - › 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.
- *Tenants may be immune from claims by landlords where they or their guests caused careless damage to the property but the landlord's insurance covers the damage.

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 information from Tenancy Services (0800 83 62 62).
- › Use the premises principally for residential purposes.
- › Pay all electricity, gas, telephone, and metered water charges.
- › Replace batteries in smoke alarms as required.
- › Not damage or allow damage to the premises, and inform the landlord of any damage.
- › 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 necessary maintenance or repairs, 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 or assignment 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.