

Residential Tenancy Agreement

Tenancy details

How to use this agreement

1. **This is a legally binding contract.** This agreement was generated using the Rented.co.nz Residential Tenancy Agreement Builder - with the template from NZ Tenancy Services.
2. Before signing this agreement, all parties should carefully read it and seek independent legal advice or information from Tenancy Services if they are unclear about what they are agreeing to. Information is available from [tenancy.govt.nz](https://www.tenancy.govt.nz)
3. All tenancy agreements must be in writing.
4. If the property is a unit title property, a copy of the most recent body corporate rules must be attached to this agreement.
5. This agreement must be completed in full and the tenant and landlord must each keep a copy.
6. The rights and obligations set out in the Residential Tenancies Act 1986 are implied in every residential tenancy agreement.
7. No terms or conditions added to this agreement are valid if they are contrary to the Residential Tenancies Act 1986.
8. Landlords must include a signed insulation statement detailing the type, condition and location of insulation with any new tenancy agreement.
9. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. From 1 December 2020, information about the current level of compliance with the healthy homes standards must also be included in most new or renewed tenancy agreements.
10. Landlords must include a statement about whether the property is insured, and if so, what the excess is.
11. The parties must record their full names correctly.
12. If a bond is paid, it must be lodged with Tenancy Services within 23 working days of the landlord receiving it. This can be done online: [tenancy.govt.nz/bond](https://www.tenancy.govt.nz/bond)
13. Parties to tenancy agreements are subject to the provisions of the Privacy Act 2020. 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. Letting fees can't be charged to tenants.
15. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help. Visit [tenancy.govt.nz/disputes](https://www.tenancy.govt.nz/disputes)

Address of rental property

26 Riverview Terrace
Whakatāne
Whakatāne

Type of tenancy agreement

This is a **periodic** tenancy and may be ended by either party giving notice as required under the Residential Tenancies Act 1986. The tenancy will start on **01/11/2023**.

Note: Tenants ending a periodic tenancy must give at least 28 days' written notice (no reason required). From 11 February 2021 landlords are no longer able to end a periodic tenancy without cause (without a reason) by providing 90 days' written notice. To end the tenancy the landlord must give written notice using one of the reasons listed in the Residential Tenancies Act 1986 for terminating a periodic tenancy.

Body corporate rules

Body corporate rules (if any) are attached to the agreement. The landlord will notify the tenant in writing if

there are any changes to the body corporate rules that affect the premises.

Landlord/tenant details

Contact details

- Both parties must record their full names correctly.
- If the personal details of either the landlord or the tenant change, the other party must be notified within 10 working days.
- Each party must supply a physical address for service (not a PO box or email address). This is an address in New Zealand where notices and other tenancy documents will be accepted by you, or on your behalf, even after the tenancy has ended. Tenants that supply the rental address as their address for service need to update this at the end of the tenancy.
- If each party has an email address or mobile number, these must be included in the agreement as contact details.
- Each party can also supply an additional address for service, which can be a PO Box or email address.

Landlord details

Landlord's name: **Joe Brown**

Physical address for service:

Email address:

This email can be used as an address for service: **Yes**

Mobile number:

Home phone number:

Work phone number:

Postal address:

Additional address:

Tenant details

Tenant name: **Judith Mary Smith**

Identification:

ID Type: **Driver Licence**, ID Number: **Gf65424**

Address for service:

Current Address: **4 Totara Road, Henderson, Auckland, NZ 5674**

Email address: **testaz00001@gmail.com**

This email can be used as an address for service: **Yes**

Phone number: **021999999**

Is the tenant aged 18 or over? This contract may not be enforceable for a tenant under the age of 18 (a minor). The Contract and Commercial Law Act 2017 may apply.

Yes

Rent, bond and bills

Rent details

The following rules apply to rent:

- Tenants must pay the rent on time as agreed in the tenancy agreement.
- Landlords can't require rent to be paid more than 2 weeks in advance, or until the rent that has already been paid has been used up.
- 60 days' written notice must be given for rent increases.
- Rent must not be increased within 12 months of the start of the tenancy, and not within 12 months of the last rent increase.
- For rent to be increased during a fixed-term tenancy, it must be stated in the tenancy agreement, and must not have been increased in the last 12 months.

The weekly rent amount is **\$550.00**, and will be paid: **weekly**

The first rent payment is due on **31/10/2023**

The rent will be paid in advance.

The rent will be paid by bank transfer. The bank account number for rent payments is

Bond details

The following rules apply to bond:

- A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- A bond lodgement form must be completed. The bond must be lodged with Tenancy Services (part of the Ministry of Business, Innovation & Employment) within 23 working days of the landlord receiving it.
- Receipts must be given for bond payments.
- If the property is sold during the tenancy, the landlord's rights to the bond transfer to the buyer of the property.
- The bond can be claimed for any damage or loss to the landlord if the tenant doesn't meet their obligations. It doesn't cover the ordinary wear and tear associated with living in the property. The landlord must not claim an amount from the bond that exceeds what the tenant is liable for.

The bond amount for this property is: **\$2,200.00**

Rent increases

- The rent can only be increased 12 months after the start of the tenancy.
- The increase can't be within 12 months of the last rent increase.
- Landlords must give tenants at least 60 days' written notice of any rent increase.

Bills and meter readings

The tenant is responsible for any costs that are a direct result of living in the property (eg internet, electricity, or water usage). These costs must be able to be attributed entirely to the tenant. The landlord is responsible for paying most other costs associated with the property itself (eg council rates, or fixed waste water charges). The landlord is also responsible for any utilities or bills that are shared with other tenancies/properties, if each tenancy's actual usage cannot be determined.

These readings were taken at the beginning of the tenancy, on **01/11/2023**:

Water: **678653**

Gas:

Electricity:

General responsibilities

Landlord responsibilities

The landlord must:

- Provide the tenant with a copy of this agreement before the start of the tenancy.

- Notify the tenant(s) within 10 working days if any of your contact details change. If a bond is lodged, you must also notify Tenancy Services.
- Provide and maintain the premises in a reasonable condition.
- Allow the tenant quiet enjoyment of the premises.
- Comply with all building, health and safety requirements that apply to the premises.
- Pay rates and any insurance taken out by the owner or landlord.
- Inform the tenant of any changes to the information in the insurance statement within a reasonable time.
- Respond in writing within 21 days to accept a tenant's request to make a minor change to their rental property.
- Agree to tenant requests to install fibre broadband if it can be installed at no cost to them and the exemptions under the Residential Tenancies Act do not apply.
- Inform the tenant if the property is on the market for sale.
- Appoint an agent if leaving New Zealand for more than 21 consecutive days. Notify the tenant immediately of the agent's details, including the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service. If a bond is lodged, you must also notify Tenancy Services immediately of the change.
- Not seize the tenant's goods for any reason.
- Not charge the tenant a letting fee.
- Not interfere with the supply of any services to the premises.
- Provide ceiling and underfloor insulation that meets minimum standards, unless they meet an exception.
- Meet all other requirements of the Residential Tenancies Act, as well as any other relevant and applicable laws.

If the landlord is in breach of these responsibilities, the tenant has several options for resolving the issue. Visit [tenancy.govt.nz/disputes](https://www.tenancy.govt.nz/disputes) for more information.

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

Tenant responsibilities

The tenant(s) must:

- Pay the rent on time.
- Keep the premises reasonably clean and tidy.
- Notify the landlord as soon as any repairs are needed. The tenant(s) must not stop paying rent while waiting for repairs to be done.
- If a maximum number of occupants is stated in the tenancy agreement, that number must not be exceeded.
- Use the premises primarily for residential purposes.
- Pay all electricity, gas, telephone and metered water charges.
- Not damage or allow damage to the premises, and inform the landlord of any damage as soon as possible.
- 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.
- Meet all other requirements of the Residential Tenancies Act, as well as any other relevant and applicable laws.
- Leave the property reasonably clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- Leave all keys or similar with the landlord at the end of the tenancy.
- Leave all chattels supplied with the tenancy.

If the tenant(s) are in breach of these responsibilities, the landlord has several options for resolving the issue. Visit [tenancy.govt.nz/disputes](https://www.tenancy.govt.nz/disputes) for more information.

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

Smoke alarms

Landlords must make sure working smoke alarms are installed in all rental premises. These must meet

the requirements set out below. Landlords that don't comply are committing an unlawful act. Tenants also have responsibilities for smoke alarms, which are set out below. Tenants that don't comply are committing an unlawful act.

Landlords must ensure:

- There is at least one working smoke alarm in each bedroom or within three metres of each bedroom door. This applies to any room a person might reasonably sleep in.
- There is at least one working smoke alarm on each storey or level (even if no one sleeps there).
- There is at least one working smoke alarm in any caravan, sleep-out or similar.
- None of the smoke alarms have expired or are passed the recommended replacement date.
- Alarms installed after 1 July 2016 (other than hard-wired systems) are long-life photoelectric smoke alarms that have a battery life of at least eight years and meet the standards required.
- All smoke alarms are properly installed in accordance with manufacturer's instructions and are working at the start of each new tenancy.

Tenant(s) must:

- Not damage, remove, or disconnect a smoke alarm or its batteries, unless they are replacing worn batteries.
- Replace batteries during the tenancy as needed (if there are smoke alarms with replaceable batteries).
- Let the landlord know if there are any problems with the smoke alarms as soon as possible.

Record keeping

- Receipts must be given for bond payments.
- Receipts must be given immediately if the rent is paid in cash.
- Records of all rent payments and any bond payments must be kept for 7 tax years after the end of the tax year to which they relate.
- Landlords must keep records that relate to their compliance with the healthy homes standards.
- Landlords must keep tenancy agreements (and any variations or renewals), maintenance and repair records, notices or correspondence with the tenant in relation to the tenancy, and any inspection reports.

Access and inspections

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. This entry must be between 8am and 7pm with at least 24 hours' notice.
- for complying with, or preparing to comply with, any requirements relating to smoke alarms or the healthy homes standards. This entry must be between 8am and 7pm, with at least 24 hours' notice.
- for an inspection of the property or work done by the tenant. This entry must be between 8am and 7pm with at least 48 hours' notice (but no more than 14 days' in advance). Inspections can't be done more often than once every four weeks.
- to test for methamphetamine contamination (or other prescribed contaminants). This entry must be between 8am and 7pm with at least 48 hours' notice (but no more than 14 days' in advance).
- with the tenant's prior consent, to show the property to prospective tenants, purchasers, registered valuers, real estate agents or other experts appraising the premises. Consent may not be unreasonably withheld, but the tenant may set reasonable conditions.
- to provide services that were agreed to under the tenancy agreement, following any conditions that were set out.

Quiet enjoyment

- The landlord will allow the tenant quiet enjoyment of the premises and will respect the peace,

- comfort and privacy of the tenant(s).
- The tenant(s) will respect the peace, comfort and privacy of the neighbours and the landlord's other tenants.

Locks

Locks will be provided and maintained in a secure state by the landlord. Locks can only be changed with the agreement of both the landlord and tenant(s).

Inspections

The landlord will aim to complete regular inspections every 90 days. The landlord may carry out more regular inspections if they feel it is needed.

Note: Inspections can't be done more frequently than once every four weeks.

Initial property inspections

The landlord and tenant will carry out an initial property inspection, recording the condition of the rental property and listing any furniture and items that are included. Both the landlord and tenant will sign the property inspection report, and once completed it will be attached to the tenancy agreement.

A template for this inspection is available from the Tenancy Services website: [tenancy.govt.nz/initial inspection](https://www.tenancy.govt.nz/initial-inspection)

Communications

Notices

Both the landlord and tenant will comply with the requirements for serving notices, and allow for additional time required for it to be delivered to the other party before the notice period starts. More information is available from [tenancy.govt.nz](https://www.tenancy.govt.nz)

Notices can be:

- hand delivered in person.
- placed in the letterbox or attached clearly to the door.
- sent to the address for service listed on the tenancy agreement.
- sent to a PO Box, email address or fax number (if it is listed on the agreement as an additional address for service).

Notice to end a tenancy

To end a periodic tenancy, the tenant must give the landlord at least 28 days' notice in writing.

The landlord may give 90 days' written notice but must use one of the reasons listed in the Residential Tenancies Act 1986 for terminating a periodic tenancy.

The landlord may give at least 63 days' written notice in the following situations:

- the property is required as the principal place of residence for the owner or any member of that owner's family, and is to be lived in within 90 days after the termination date, for at least 90 days.
- the landlord customarily uses the property for occupation by employees or contractors and the property is needed for that purpose (and this is stated in the tenancy agreement).

The notice must state which of the reasons apply, and the reason must be genuine.

The tenant can terminate the tenancy with at least two days' notice if the property was an unlawful residential premises at the start of the tenancy, and is still an unlawful residential premises.

Withdrawal from a tenancy following family violence

Any tenant who experiences family violence during a tenancy can remove themselves from the tenancy by giving the landlord at least 2 days' notice in writing in the approved form with qualifying evidence that family violence has occurred during the tenancy. This applies to both fixed-term and periodic tenancy agreements.

Ending a tenancy for physical assault by tenant

The landlord can give at least 14 days' notice in writing in the approved form to terminate a tenancy, if

the tenant has physically assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and the Police have filed a charge against the tenant in respect of the physical assault. Landlords will need to provide qualifying evidence of the charge being filed.

Disputes

The landlord and tenant can apply to the Tenancy Tribunal to resolve disputes between them relating to the tenancy. The landlord and tenant will raise concerns with each other and, where appropriate, attempt to resolve their dispute by reaching an agreement.

If they are able to reach an agreement they may choose to have that agreement formalised as a mediators' order by using the FastTrack mediation service provided by Tenancy Services.

If the landlord and tenant are unable to reach an agreement, then either party may apply to the Tenancy Tribunal to have the matter resolved. This process could include the provision of mediation services provided by Tenancy Services, if both parties agree to mediate. A mediator will attempt to help both parties to reach an agreement.

If an agreement cannot be reached, or the matter is not suitable for mediation, the dispute will be determined by the Tenancy Tribunal.

Examples of the sorts of orders the Tenancy Tribunal can make if applied for are: work orders, monetary orders, bond refund orders, access orders, compensation orders, exemplary damages orders, termination orders or possession orders.

Additional clauses

Subletting and assignment

The tenant must not sublet the tenancy or part with possession (excluding assignment).

Assignment is permitted only with the landlord's written consent. Consent may not be unreasonably withheld. The tenant shall not use the premises for any type of short-term accommodation purposes without the written permission of the landlord.

Custom clauses

Clauses added in this section have been added by the landlord and aren't endorsed by Tenancy Services. Landlords can't include clauses in tenancy agreements that conflict with the Residential Tenancies Act 1986 (the Act). If clauses do conflict with the Act, they may be unenforceable. This means they have no effect, and in some cases may amount to an unlawful act.

Both landlords and tenants should check that the clauses added in this section are valid. For more information, visit [tenancy.govt.nz/unenforceable](https://www.tenancy.govt.nz/unenforceable)

- **Lawn maintenance is tenant's responsibility**
- **No plant pot be put on carpet directly**

Required statements

Insurance statement

A signed insurance statement containing the required information is provided separately.


Healthy homes compliance / insulation statement

The signed healthy homes standards compliance statement is attached to this agreement separately.

Signatures

Signed by: Tenant, at 15/08/2023 02:16 PM

Name typed: **Judith Smith**

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and reads "J Smith".

Signed by: Landlord, at 15/08/2023 02:17 PM

Name typed: **Joe Brown**

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and reads "Joe Brown".