

Residential Tenancy Agreement

This tenancy agreement has been approved for use by The Office of the Tenancy Tribunal.

ENDORSED BY

New Zealand
TENANTS
Organisations



HOW TO USE THIS AGREEMENT

- 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 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.
- 7 The parties must record their full names correctly.
- 8 If a bond is paid, a Bond Lodgement Form must also be completed.
- 9 Bonds must be lodged with Tenancy Services within 23 working days of being paid.
- 10 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.
- 11 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.
- 12 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.

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▶ 0800 TENANCY (836 262) ▶ www.tenancy.govt.nz

MB12803 (T4) 08/14

Landlord details

Name(s)

This section must be filled in

Physical address for service

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

Other contact address(es)

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

Tenant details

Name(s)

Identification Drivers licence Passport Other Write ID Number: _____

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

Physical address for service

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

Other contact address(es)

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

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

Tenancy details

Address of tenancy

Body Corporate rules attached if premises are Unit Title premises Y / 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.

Bank _____ Branch _____

The landlord and tenant agree that

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

2. **Strike out 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. Strike out the bold section below if it is not applicable

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, reimbursement of recovery costs, 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 notes on the back page of this agreement.

Signed by _____ TENANT _____ TENANT _____ TENANT

Date signed _____ TENANT _____ TENANT _____ TENANT

Signed by _____ Date signed _____ LANDLORD _____ LANDLORD

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
O T E N A N C Y

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.

2. Address for service

The address for service is a physical address in New Zealand where notices and other documents relating to the tenancy will be accepted by you, or on your behalf, even after the tenancy has ended. 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, email or facsimile.

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 Tenancy Services 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.

5. Landlord's responsibilities

- Provide the premises in a reasonable state of cleanliness
- Provide and maintain the premises in a reasonable state of repair and comply with all building, health and safety standards that apply to the premises
- Allow the tenant quiet enjoyment of the premises
- 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 Tenancy Services of the agent's details whenever leaving New Zealand for more than 21 consecutive days.

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 Tenancy Services (0800 836 262).
- 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. *
- 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 repairs or maintenance, 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 owner 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, or caused or permitted any person to assault the landlord, a member of the landlord's family, an agent of the landlord, 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.