

Residential Tenancy Agreement

HOW TO USE 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. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
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 statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: www.tenancy.govt.nz/healthy-homes/compliance-statement
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. 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.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. 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.
18. Letting fees can't be charged to tenants.
19. 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/disputes or call us for free information on **0800 836 262**.

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. Visit www.tenancy.govt.nz/disputes/self-resolution or call us for free information on **0800 TENANCY (0800 836 262)**

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.
- › This contract may not be enforceable against a tenant under the age of 18 (a minor). The *Contract and Commercial Law Act 2017* 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 facsimile.
- › 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 12 months 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.

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 requirements 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.
- › 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.
- › Inform the tenant of any changes to the information in the insurance statement within a reasonable time.

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.
- › 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 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 maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms, insulation and healthy homes standards, 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)
- › to test for contamination from 8am to 7pm, after 48 hours' notice.

8. Subletting and assignment

- › If not expressly prohibited by the landlord, the tenant may sublet or part with possession with the landlord's prior written consent.
- › Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.
- › Landlords must consider all requests from tenants to assign a tenancy and cannot withhold consent unreasonably. A provision in a tenancy agreement prohibiting assignment is of no effect. These rules do not apply to a social housing tenancy covered by section 53B(1) (a) of the Residential Tenancies Act 1986 if assignment is prohibited under this agreement.
- › The tenant(s) must not assign the tenancy without the prior written consent of the landlord.

9. Making changes to the property

- › Landlords must consider all requests from tenants for changes to the rental property, and must not withhold consent for a minor change (fixture, renovation, alteration, or addition), but may attach reasonable conditions. Responses to requests must be provided in writing within 21 days.
- › The tenant(s) must not make any changes without the prior written consent of the landlord.
- › The tenant(s) must return the property to a condition that is substantially the same as the condition that the property was in before any minor changes were made. However, the landlord and tenant may agree to a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place).
- › Please check the www.tenancy.govt.nz website for further information.

10. Installation of fibre internet connection

Landlords must permit the installation of a fibre internet connection to the rental property if:

- › there is no fibre connection in the premises; and
- › it is possible to install a fibre connection in the premises; and
- › the tenant requests a fibre connection; and
- › the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).

Under some circumstances a landlord is not required to permit installation. There are rules for how landlords must respond to and facilitate requests for installation. Please check the www.tenancy.govt.nz website for further information.

11. 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.

12. Insulation

- › Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- › Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must explain how it applies.
- › Landlords must make all reasonable efforts to obtain the required information. This includes physically looking, engaging a professional to do an assessment and/or checking the council building file.
- › This information can be included in the healthy homes standards compliance statement included in this agreement as a combined statement.

13. Insurance

- › Landlords must 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. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- › 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.

14. Healthy Homes Standards

From 1 December 2020, landlords must include a statement in most new and renewed tenancy agreements, which includes details of the property's current level of compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must include a statement in the tenancy agreement, which confirms:

- › that on and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act, **or**
- › that the landlord already complies with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

This statement can be combined with the healthy homes standards compliance statement included in this agreement, with one signature.

15. Notice to terminate tenancy*

Fixed-term tenancies

Fixed-term tenancy agreements that are entered into from 11 February 2021 and are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act for terminating a periodic tenancy with the same required notice period (see below) to end the tenancy on the fixed term expiry; or
- › the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy, of their intention to not continue with the tenancy; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Periodic tenancies

Tenants terminating a periodic tenancy must give at least 28 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are no longer able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 63 days' notice in writing – and must state the reason for termination if:

- › the premises are 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; or
- › the landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement).

The landlord may give 90 days' notice in writing – and must state the reason for termination if:

- › the owner intends to put the premises on the market within 90 days after the termination date
- › the property has been sold with a requirement by the owner for vacant possession
- › the landlord is not the owner of the property, and the landlord's interest is due to end

- › the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement)
- › the landlord wants to change the use of the premises to a commercial use for at least 90 days
- › the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment at the property within 90 days of the termination date (or material steps taken) and it would not be reasonably practicable for the tenant to live there during that process
- › the premises are to be demolished within 90 days of the termination date (or material steps taken).

*This is not an exhaustive list of ways a tenancy may be terminated.

The tenant can terminate the tenancy with two days' notice if the property was an unlawful residential premises at the start of the tenancy and it is still an unlawful residential premises. This applies to both fixed term and periodic tenancies.

16. 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
- › the premises are unlawful residential premises.

The landlord may apply to the Tenancy Tribunal for a termination order of a periodic tenancy if:

- › the landlord has given the tenant a written notices on three separate occasions for anti-social behaviour within any 90-day period; or
- › the landlord has given the tenant a written notice on three separate occasions when the tenant has missed their rent payment and this has remained unpaid for at least five working days within a 90-day period.

The landlord must apply to the Tenancy Tribunal within 28 days of issuing the third notice. More information is available at www.tenancy.govt.nz

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, or if the property is an unlawful residential premises.

17. 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.

18. Unit Title Property

The landlord must notify the tenant of any variations to body corporate rules affecting the premises.

Residential Tenancy Agreement

Address of tenancy

1 Example Street, Exampleville, Example Town 0000

Landlord details

Name: Landlord Example

Address for service: 2 Example Road, Exampleville, Example Town 0000

Phone number: 020 000 000

Email address: landlord_example@myrent.co.nz

(This email address will be used as an address for service)

Tenants details

Name: Tenant1 Lastname

Physical address for service: 1 Example Street, Exampleville, Example Town 0000

Identification: Driver Licence, Number: DR123456, Version: 789

Phone number: 029 999 999

Email address: tenant1@myrent.co.nz

(This email address will be used as an address for service)

This tenant is over the age of 18 years.

Name: Tenant2 Lastname

Physical address for service: 1 Example Street, Exampleville, Example Town 0000

Identification: Driver Licence, Number: DR988800, Version: 321

Phone number: 028 888 888

Email address: tenant2@myrent.co.nz

(This email address will be used as an address for service)

This tenant is over the age of 18 years.

Tenancy details

This tenancy is fixed-term. The tenancy will start on 1 August, 2022 and will end on 31 July, 2023.

Note: Fixed-term tenancies entered into from 11 February 2021 will automatically convert to periodic tenancy agreements at the end of the fixed-term, unless:

- the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act 1986 for terminating a periodic tenancy (with the required notice period) to end the tenancy on the fixed-term expiry, or
- the tenant gives written notice (no reason required) of their intention to not continue with the tenancy at least 28 days before the end of the tenancy, or
- before the expiry, both the landlord and tenant agree to extend, renew or end the fixed-term tenancy.

Rent details

The weekly rent amount is \$600.00, and will be paid weekly.

The first rent payment is due on 1 August, 2022.

Bank account

The bank account for rent payments is:

Bank account number: 06-0323-0477954-00

Bank account name: myRent Limited

Bond details

The bond amount for this tenancy is \$2,400.00.

Additional clauses

Max occupants

A maximum of 2 occupants may live at this rental property.

Smoking

Occupants are strictly prohibited to smoke indoors.

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.

Pets

Pets are not permitted at this rental property.

Chattels

Blinds

Curtains

Heat pump

Electric oven

Electric stove top

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 meters 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 story 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

Tenants 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

Insurance statement

A signed insurance statement is attached to this agreement.

Signatures

The landlords and tenants must sign here to show that they have read the agreement and attached documents in full and that they agree to all the terms and conditions outlined in the tenancy agreement. By signing this agreement, you are entering a legally binding contract.

Landlords



Landlord Example
28/7/2022

Tenants



Tenant1 Lastname
28/7/2022



Tenant2 Lastname
28/7/2022

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

1 Example Street, Exampleville, Example Town 0000

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.