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# RESIDENTIAL TENANCY AGREEMENT

## NOTES FOR THE USE OF THIS AGREEMENT

1. All tenancy agreements must be in writing.
2. This agreement has a carbon backing and will create a duplicate copy.
3. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
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 and its amendments are implied into every residential tenancy agreement (see the back of this agreement for a brief outline).
6. No terms or conditions added to this agreement are valid if they are contrary to the Residential Tenancies Act 1986.
7. Before signing this agreement all parties should carefully read it and seek advice from Dept of Building & Housing if they are unclear about what they are agreeing to.
8. If a bond is paid, a Bond Lodgement form must also be completed.
9. Bonds must be lodged with the Dept of Building & Housing within 23 working days of being paid.
10. Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993\*.
11. The tenant may be required to pay any 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, Dept of Building & Housing can help sort it out. Call them free for advice on 0800 83 62 62.
13. Information provided on this agreement and about this tenancy may be added to a tenant database such as Tenancy Information NZ or credit reporting system.

### Letting Agent / Landlord details

Letting Agent Landlord

THIS SECTION MUST BE FILLED IN

Service Address (must be a physical address).

Postal or other contact address

Phone(Wk) (Hm) (Mobile)

Fax 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	/	/
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Name	I.D (Passport D.Lic. other)	D.O.B	/	/
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THIS SECTION MUST BE FILLED IN

Service Address (must be a physical address).

Postal or other contact address

Phone(Wk) (Hm) (Mobile)

Fax Email

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

## Tenancy Details

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

[illegible]

Account name	Branch
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**The Landlord and Tenant agree that**

1 The tenancy shall commence on \_\_\_\_\_

Choose one of the following 3 options and strike out the others:

**2** Choose one of the following 3 options and strike out the others. This is a periodic tenancy with no fixed term.

**or** This tenancy is for a fixed term, cannot be terminated with notice but will terminate on \_\_\_\_\_ unless both parties agree to an extension, however, if neither party indicates then the tenancy will continue as a periodic tenancy.

**or** This tenancy is for a room within a boarding house for a period greater than 28 days.

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

**4** This tenancy is subject to the Residential Tenancies Act 1986.

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

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

### Signatures for Tenancy Agreement (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 please note:**

By entering into this agreement you agree that your personal details, your photos, any defaults, any 10 day notices, and an assessment regarding your fulfilment of tenant responsibilities (please read pt.6 on the back page of this agreement) may be added to any tenant checking or credit reporting systems accessible by members (comprising of other landlords) on a subscription basis. This assessment can only be used for the purpose of evaluating you for future tenancies. A tenants address details may be added to the site to assist other landlords in locating former tenants. 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 any information we hold about you, send your request to T.I.N.Z., P.O. Box 105524, Auckland City 1143

Signed by \_\_\_\_\_  
Landlord

Signed by \_\_\_\_\_  
*Tenant*

Signed by \_\_\_\_\_  
*Tenant*

Signed by \_\_\_\_\_  
*Tenant*

Signed by \_\_\_\_\_  
*Tenant*

Date signed        /        /

Date signed        /        /

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

**Room & item**      Condition Acceptable?  
L/L      T      **Damage/Defects**

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			

General	Rubbish Bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. Keys supplied			

### Other Terms of this Tenancy

### 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, contact your nearest Tenancy Services office.** Call Free 0800 836 262 (0800 TENANCY)

## 1. Agreement

Each party should retain a copy of the 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 an 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. The address for service cannot be a post office box.

## 3. Rent

- Landlords shall not require rent to be paid more than two 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 four weeks' rent.
- Bonds must be lodged with the Tenancy Services Centre 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 standards that apply to 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.

## 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 electricity, gas and telephone charges.
- Pay for water supplied to the property if:
  1. It is stated in the tenancy agreement that the tenant shall pay water charges;
  2. The premises has its own water meter;
  3. The water supplier charges for water on the basis of metered usage.
- Not damage or permit damage to the premises, and to inform the landlord of any damage\*

*\*(NB: Any insurance taken out by the landlord is unlikely to cover the tenant's liability for 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 repairs or maintenance, from 8am to 7pm, after 24 hours' notice;
- for an inspection of the property or work done by the tenant, from 8am to 7pm after 48 hours' notice;
- with the tenant's prior consent, to show the premises to prospective tenants, purchasers or a registered valuer. 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

- Can only be changed with the agreement of both the tenant and the landlord.
- 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**

In all cases, the tenant must give the landlord 21 days' notice in writing.

The landlord may give 42 days' notice in writing if

- (a) the landlord has an agreement to sell the premises with vacant possession; or
- (b) the premises are required for occupation by the landlord or a member of the landlord's family; or
- (c) 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.

## 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 ten day notice to remedy a breach.

A tenant may apply to the Tenancy Tribunal to have the tenancy terminated if a landlord has failed to comply with a ten day notice to remedy a breach

## 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.