

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 compliance statement included in this agreement (page 8).
9. New, varied or renewed tenancy agreements must include specific information about the property's compliance with the healthy homes standards. For information on the requirements see tenancy.govt.nz/healthy-homes/compliance-statement. A template is provided.
10. Landlords must also include a statement to confirm they comply, or will comply with the healthy homes standards. This 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 for 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, it must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
16. 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.
17. Letting fees can't be charged to tenants.
18. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit 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 [tenancy.govt.nz/disputes/self-resolution](https://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 or electronic address.
- › 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 the healthy homes standards.
- › 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 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 22F(2)(b) & (c) 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 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 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

Landlords must include a statement in all new, renewed or varied tenancy agreements, which includes details of the property's 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 for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; 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 21 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 42 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); or
- › the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or
- › the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or by contractors under contracts for services with a school board of trustees. That fact is clearly stated in the tenancy agreement, and the premises are required for that use (this reason only applies if the landlord is the Ministry of Education).

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.

Family Violence

A tenant or their child/dependant who is subjected to family violence during a tenancy can withdraw from their tenancy by giving at least two days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

Physical Assault

The landlord can give notice of at least 14 days to terminate a tenancy if the tenant has assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and evidence is provided that a charge has been filed by Police against the tenant in respect of the assault.

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 **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.

Landlord details

Name(s) Wallcork Upland Ltd

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

Physical address for service 1 Jones Deviation, D1, Porirua 5381

Email This email address will be used as an address for services (strike out if not agreed)

wallcork@extra.co.nz

Phone 04/4711308 (Mobile) 021 2885255 (Wk)

Other contact address(es)

Additional address for service (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

Tenant details

4 tenants

Name

Identification ☒ Driver's licence ☐ Passport ☐ Other Write ID Number:

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

Physical address for service

Email (This email will be used as an address for service (strike out if not agreed))

1

Ph

Other contact address(e)

Additional address for service (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☒ No

Tenancy details

Address of tenancy 34 E Upland Rd, Kelburn, Wellington, 6012
plus garage at street level

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ 690 To be paid ☒ In advance Frequency (tick one) ☒ weekly ☐ fortnightly

Bond amount \$ 2,760

Rent to be paid at

Or into Bank Account No.

03 0502 0683489 000

Account name Wallcork Upland Ltd

Bank Westpac Branch Lambton Quay

The landlord and tenant agree that:

1. The tenancy shall commence on the ~~18th~~ ^{13th} day of February 20 26.

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. See page 4 of this agreement for more information.~~

~~OR~~

This tenancy is for a fixed term, ending on the ~~18th~~ ^{12th} day of February 20 27.

Note:

Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy for more information.

3. **Strike out the bold wording below if it is not applicable**

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent.**

Note:

The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986.

Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 22F(2)(b) & (c) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

4. **Insert other terms of this tenancy (eg. pets, no smoking indoors, maximum number of occupants, 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.

Pets allowed but no cats

No Smoking or vaping in or outside The property

No parties as this is part of a multiunit place

Maximum number of occupants 4 without the consent of the landlord. Storage room not to be used as a bedroom.

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 pages 2, 3 and 4 of this agreement.

Signed by

Wallcork Upland Ltd

Bleskin (Director) 1/12/25

DATE SIGNED
1/12/25

Signed by

6/12/25

DATE SIGNED
1/12/25

Signed by,

3.12.25

DATE SIGNED

TENANT

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

- › Landlords are required 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

34 E Upland Rd

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. Home insurance cover	Westpac insurance	\$ 1,100
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.

Healthy Homes Statement of Intent

Wallcork Upland Ltd declares in accordance with s13(A)(1CA) of the Residential Tenancies Act 1986:

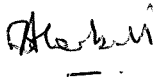
- (a) That on or after the commencement of the tenancy herein, it will comply with the healthy homes standards as required by ss 45(1)(bb) or s66(1)(bb) and
- (b) including any information which may be prescribed by any regulations made under s138(B)(5).

If there is a written variation or renewal of the tenancy agreement herein, then in accordance with s13B(1), the landlord further declares:

- (c) That on or after the time when the variation or renewal takes effect, it will comply with the healthy homes standards as required by ss45(1)(bb) or 66(1)(bb) (as the case may be); and
- (d) including any information which may be prescribed by regulations made under s138B(5).

Signed for Wallcork Upland Ltd:

Director:



Date:

15/12/2025



Healthy Homes Standards Compliance Certificate

This certifies that the property at the below address has been assessed by Sustainability Trust, with the below breakdown of compliance by the Healthy Homes Standards.

34E Upland Road, Kelburn, Wellington

COMPLIANT / NOT COMPLIANT	
Heating	Exempt
Insulation	Compliant
Ventilation & Extraction	Compliant
Draught Stopping	Compliant
Moisture Ingress and drainage	Compliant
HHS compliance	Compliant

Definitions:

Compliant: For the purpose of this report compliant means; that the aforementioned property meets the necessary minimum healthy homes standard under the particular standard and complies with the New Zealand standard 4246:2016 where required. No further action is required at this time. However, continued maintenance will be required to keep the compliance valid.

Non-compliant: For the purpose of this report not compliant means; that the aforementioned property does not meet the necessary minimum healthy homes standard under the particular standard. Action is required to make the property compliant. All works should comply with the New Zealand standard 4246:2016 where required. This work will need to be undertaken and signed off by Sustainability trust before any renewal of this certificate.

Exempt: For the purpose of this report exempt means; that it is unreasonably impracticable to undertake works to meet the required healthy homes standard and that it is the landlord's responsibility to provide such information and evidence to support this exemption (e.g., code of compliance, body corporate rules, etc).

Please note: Maintenance of the property and fixtures to ensure ongoing compliance with the Healthy Homes Guarantee Act is the responsibility of the landlord.

Landlord Name: Wallcork Upland Ltd Signed: _____
per M. A. Wallace



Healthy Homes Standards

This information pack has been provided by Sustainability Trust following a Healthy Homes Standards (HHS) compliance assessment. The HHS are the regulatory standards developed following the passing of the Healthy Homes Guarantee Act which came into force as of 1st July 2019. The standards require compliance in five areas:

- **Heating**

The heating standard requires landlords to provide one or more fixed heater(s) that can directly heat the main living room of every rental property. These must be acceptable types of heaters and must meet a required minimum heating capacity. The minimum heating capacity shows the heater(s) can heat the main living room to 18°C.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf>

- **Insulation**

Ceiling and underfloor insulation has been compulsory in all rental homes since 1 July 2019. The healthy homes insulation standard builds on the current insulation requirements. Under the healthy homes insulation standard, existing insulation may need to be topped up or replaced if it is not in a reasonable condition. In most situations, existing ceiling insulation needs to be at least 120mm thick. If ceiling insulation needs to be topped up, it needs to meet minimum R-values* for ceiling insulation as set out in the 2008 Building Code. Underfloor insulation needs a minimum R-value of 1.3.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-insulation.pdf>

- **Ventilation**

A rental property must have:

- an extractor fan(s) in rooms with a bath, shower or indoor cooktop, and
- openable windows or external doors in all habitable rooms (living room, dining room, kitchen and bedrooms).

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf>

- **Draught stopping**

Any unreasonable gaps or holes in walls, ceilings, windows, floors and doors that are not necessary and cause noticeable draughts must be blocked. This includes open fireplaces, unless the tenant has requested in writing that the open fireplace not be blocked and the landlord accepts this request.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-draught-stopping.pdf>

- **Moisture ingress and drainage**

1. A rental property must have a drainage system that: – efficiently drains storm water, surface water and ground water to an appropriate outfall, and – includes appropriate gutters, downpipes and drains to remove water from the roof. 2. Rental properties with suspended floors, where the subfloor space is enclosed by more than 50%, must have a ground moisture barrier (unless it is not reasonably practicable to install one).

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf>



Healthy Homes Standards Compliance Report

Job Number	Address	Assessed By	Dated
56912	34E Upland Road, Kelburn, Wellington	Greg Claridge	12/11/2020 08/03/2023

This report provides landlords and tenants with information on the current status of the rental property against the HHS and enables property owners to demonstrate their compliance against the regulations.

This information pack contains a Compliance Certificate and data collected during the HHS assessment on each of the standards and their component parts. The Compliance Report should be provided to the tenant along with the tenancy agreement.

The document includes compliance dates that relate to your rental property.

When areas of non-compliance have been identified a description of the work required to bring the dwelling up to the standard is described. Sustainability Trust can carry out the work required to bring the property up to the HHS standards and where necessary we have included quotes to complete this work. When this work has been undertaken the HHS Compliance Certificate will be updated.

COMPLIANCE DATES

- From 1st July 2019 ceiling and under-floor insulation must be installed if it is practicable to do so. Landlords must keep records that demonstrate compliance to any of the Healthy Homes Standards that apply or will apply during the tenancy.
- From 1st December 2020 landlords must include a statement of their current compliance with the Healthy Homes Standards for any new or renewed tenancy agreement.
- From 11th February 2021 phase 2 of law changes contained within the **Residential Tenancies Amendment Act 2020** takes effect.
- From 1st July 2021 all private landlords must ensure that their rental properties comply with the Healthy Homes Standards within 120 days of a new or renewed tenancy.
- From 1st July 2025 all houses rented out by Housing New Zealand and Community Housing Providers must comply with the Healthy Homes Standards.
- From 1st July 2026 all New Zealand rental homes must comply with the Healthy Homes Standards.



HEATING

The heating standard requires that there must be fixed heating devices, capable of achieving a minimum temperature of at least 18°C in the main living room all year round.

The heating capacity is calculated using the online heating assessment tool available from tenancy services at tenancy.govt.nz/heating-tool. The tool provides a report that shows the minimum required heating capacity in kW's for the main living space.

The main living room is a room that is used for general everyday use. Note; if there is more than 1 living room only the main living room requires heating or if the living room cannot be easily identified the main living room is the largest room in the property. Open plan areas are considered as one space (this includes any open connecting hallways or stair wells).

Heating	
Age of dwelling	1920's
Estimated R-value of ceiling	N/A
Estimated R-value of floor	N/A
Estimated R-value of external walls	0.5
Estimated R-value of internal walls	0.4
Floor area of main living space	22sqm
Current heating type	Wall mounted electric heater
Current heating capacity	2.4kW
Required heating capacity	3.8kW
Heating tool link	N/A
Compliance	Exempt
Compliance statement	Partial exemption from heating standard as there is no practical location for required heat pump, the body corp rules do not allow the installation of a heat pump. The landlord has installed a 2.4kW fixed qualifying heater. An explanation/evidence as to why should be included in the tenancy agreement.

Please note – The Heating Tool link will expire 60 days from the date of the assessment. Moreover, as revisits may incur an additional assessment charge, we encourage you to save a copy of the report. To do this, scroll to the bottom of the results page and click the **EMAIL RESULTS** button.



INSULATION

The insulation standard requires that the ceiling and underfloor insulation must meet the HHS standard in accordance with NZS4246:2016 building code.

<https://www.standards.govt.nz/sponsored-standards/building-standards/nzs4246/>

Ceiling insulation

Can ceiling be accessed?	No, skillion roof
Insulation type	Undetermined
Average thickness (mm) in accessible areas	N/A
Estimated R-value in accessible areas	N/A
Gaps, compressions, folds or missing sections	N/A
Insulation clear of downlights, flues and electrical hazards	N/A
Is the insulation installed to NZS 4246:2016	Exempt
Required R-value in Zone 2	R2.9
Compliance	Exempt
Compliance statement	Our professional assessment has deemed the ceiling exempt as it is a skillion/flat roof and below safe working height and impracticable to install.

Underfloor insulation

Can underfloor be accessed?	No, concrete
Insulation type	Concrete pad
Average thickness (mm) in accessible areas	N/A
Estimated R-value in accessible areas	N/A
Damaged, torn or missing sections	N/A
Sufficient clearance to subfloor lights or electrical hazards	N/A
Is the insulation installed to NZS 4246:2016	Exempt
Required R-value in Zone 2	R1.3
Compliance	Exempt
Compliance statement	Our professional assessment has deemed the underfloor exempt as it has a concrete pad and is impracticable to install.



VENTILATION

Ventilation must include openable windows in all habitable rooms (living room, dining room, kitchen and bedrooms). The openable area of windows or doors must be at least 5% of the floor area of the room and must be able to be fixed open.

Ventilation	
Is there adequate ventilation in the habitable rooms?	Yes
If no, which rooms require additional ventilation?	N/A
Compliance	Exempt
Compliance statement	Adequate ventilation can be achieved by opening windows in all of the spaces except those that were built lawfully without windows and are exempt. Evidence of compliance to the prior law is required and should be provided with the tenancy agreement.

EXTRACTION

An appropriately sized extractor fan should be present in all rooms with a bath, shower or an indoor cooktop.

Kitchen extraction	
Extractor fan	Yes externally vented
Diameter (mm)	150
Flow rate (l/s)	N/A
Rangehood	Yes
Diameter (mm)	N/A
Flow rate (l/s)	N/A
Externally vented	Yes
Well maintained	No
Compliance	Compliant
Compliance statement	An appropriately sized extractor fan is installed in all qualifying kitchens. The property complies with the ventilation standard. Where possible, specifications for all of the extractors should be provided to tenant as evidence of compliance.
Bathrooms extraction	
Bathroom 1 extractor fan	Yes externally vented



Bathroom 2 extractor fan

N/A

Bathroom 3 extractor fan

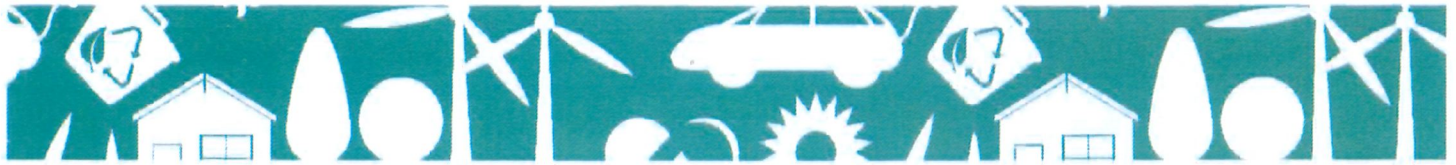
N/A

Compliance

Compliant

Compliance statement

The extractor fan does not meet the size or flow rate specified in the standard but it was fitted before 1st July 2019, is vented to the outside and is in working condition. It therefore complies with the ventilation standard.



DRAUGHT-STOPPING

The property must not have any unreasonable gaps or draughts in walls, windows, ceilings, floors or doors. Any unreasonable gap is considered any gap or draught greater than 3mm in width and opens to the outside. Landlords will also have to block any fireplace or chimney that is open, unless the tenant and landlord has agreed otherwise.

Chimneys

Does the property have any chimneys?

No

Are the chimneys blocked?

Yes

Are the chimneys free from unreasonable gaps and draughts

No

Has the tenant requested to use the chimneys?

No

Compliance

Exempt

Compliance statement

The property is exempt as there are no chimneys present.

Draught stopping

Is the building free from unnecessary gaps and holes in the building elements?

Yes

If no, which rooms have draughts that need fixing?

N/A

Compliance

Compliant

Compliance statement

The property is free from unnecessary gaps or holes in walls, ceiling, windows, floors and doors and no noticeable draughts are present. The property complies with the draught stopping standard.



MOISTURE INGRESS

To comply with the moisture ingress standards The property must have efficient drainage for the removal of storm water, surface water and ground water. This includes having an appropriate outfall. The drainage system must include gutters, downpipes and drains for the removal of water from the roof. If the property has an enclosed subfloor of more than 50% a ground vapour barrier (GVB) must be installed if it is reasonably practicable to do so.

Moisture barrier

Is the underfloor accessible?

Yes

Is there a ground moisture barrier present?

Yes

Is the subfloor enclosed by at least 50%

Yes

Does the moisture barrier comply with NZS 4246:2016

Yes

Compliance

Exempt

Compliance statement

Our professional assessment has deemed that it is not practicable to install a moisture barrier at this dwelling, therefore this dwelling is exempt from the moisture ingress standard.

Drainage

Does the dwelling have efficient drainage?

Storm water is efficiently dealt with

What is the condition of the drainage system including gutters, downpipes and drains?

Has efficient gutters

Compliance

Compliant

Compliance statement

The property has a drainage system that efficiently drains storm water, surface water, and ground water to an appropriate outfall. The drainage system includes gutters, downpipes and drains and complies to the moisture ingress standard



SMOKE ALARMS

The RTA requires all rental properties have as a minimum, one working smoke alarm in each bedroom or within 3m of each bedroom door. In multi-level properties there must be at least one smoke alarm on each level. Any new smoke alarms added to a property must be photo-electric alarms with long-life batteries (8-year minimum).

In order to ensure tenant safety, meet minimum RTA requirements, and remove liabilities or confusion over condition of existing smoke alarms. We will install new long-life alarms in correct areas of the house to ensure the property meets RTA requirements. Extra alarms will be installed if requested.

Smoke alarms

Do pre-assessment alarms meet HHS requirements	Yes
Total number of pre-assessment alarms	6
Number of non-long life, non- photoelectric alarms removed	0
Number of alarms left in place	6
Expiry date of alarms left in place	12/01/2027
Number of new alarms installed	0
Expiry date of new alarms	N/A
Total number of compliant alarms in the property post-assessment	6
Compliance	Compliant

Compliance statement

Networked smoke detectors are present in each room where someone sleeps or within 3 meters of each bedroom door and on every floor of the property. The detectors are hard wired. The Body Corporate will hold the maintenance records of this system.

The scope of this inspection is limited to reporting on the components of the Healthy Homes Standards (HHS) within the property, which our assessor has reasonable access to and is in the assessor's clear line of sight. For each component of the Standards we have issued a Pass or fail. The purpose of the inspection is to identify the compliance (or not) of the current HHS that are visually identifiable at the time and date of the inspection.

This Healthy Homes Standards compliance certificate is valid at time of issue and reflects the opinion of our assessor. It is the legal responsibility of the property owner to represent that their property meets the Standard, however this report can reasonably be relied on by the owner as a basis for confirming the compliance status of their property. Further, it is the responsibility of the property owner to ensure the property remains compliant with the Healthy Homes Standards at all times while the property is rented by conducting ongoing maintenance checks and remedial work if necessary.

This inspection has been carried out exclusively for the client of Sustainability Trust to provide information regarding the Healthy Homes Standards. Sustainability Trust accepts no liability for any statement made by any person conducting the inspection or comments made in the report or after the supply of the report. Sustainability Trust will also not be held liable for any errors, omissions, or consequential loss or damages that may stem from the use of this report.



Compliance Notes

6627 - Old System N



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The following data was transferred from the WCC BLDC Computer System (Building Consents System 1992-1994) to TEAMwork on 7th of June 1998

Building Consent Summary Information

Application Number: 6627 Address: 44 UPLAND RD, KELBURN

Work Description: Dwelling addis alta

	Received	Issued	Current Status	Status Date
PIM:	Y 06 Sep 94	07 Sep 94	Application Approved	07 Sep 94

Consent:	Y 06 Sep 94	28 Oct 94	Code Compliance issued	12 May 95
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Small Works: N Project Value: 21000 Project Type: Alteration

Property Link: 142026 Legal Description: PART LOTS 97 98 DP 2145

Project Life: 50 years Usage: Housing

Total Floor Area: No of Dwellings:

Cult. Significance: Signed By: BRENNAN, D

OWNER FITREVICH, MR MICHAEL Tel: 4759575
44 UPLAND RD
KELBURN
WELLINGTON
4005

APPLICANT BRENNAN, D A Tel: 3844635
129 MITCHELL ST
BROOKLYN
WELLINGTON
6807

Total Fees: 784.25
Paid: -784.25
Deposits Paid: 0.00
Adjusted: 0.00
Balance: 0.00
GST Balance: 0.00

PROFESSIONALS

Builder: MR MICHAEL FITEVICH
44 UPLAND RD, KELBURN, WELLINGTON
, , WELLINGTON
Drainlayer: , SOUTHERN PLUMBING
129 MITCHELL ST, BROOKLYN, WELLINGTON
, , WELLINGTON
Designer: , SOUTHERN PLUMBING
129 MITCHELL ST, BROOKLYN, WELLINGTON
, , WELLINGTON

(...continued for Processing Info)

Tenancy Services

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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

		CONDITION ACCEPTABLE?			DAMAGE/DEFECTS
ROOM AND ITEM		LANDLORD	TENANTS		
LOUNGE	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
	Heater				
KITCHEN/DINING	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
	Cupboards				
	Sinks/Benches				
	Oven				
	Refrigerator				
	Ventilation system				
BATHROOM	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
	Mirror/Cabinet				
	Bath				
	Shower				
	Wash basin				
	Toilet (WC)				
	Ventilation system				
LAUNDRY	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
	Washing machine				
	Wash tub				
BEDROOM 1	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
BEDROOM 2	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				
BEDROOM 3	Wall/Doors				
	Lights/Power points				
	Floors/FI. Coverings				
	Windows				
	Blinds/Curtains				

BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			
	Insulation			
	Gutters and downpipes			
	Ground moisture barrier			

Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$7,200.

Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:

- ☐ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.

☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.

☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.

☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.

☐ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.

☐ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.

☐ All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to tenancy.govt.nz/smoke-alarms

List of furniture and chattels

Provided by the landlord

Washing machine
Refrigerator
Stove
Curtains

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 \$

Total \$

To (name)

Date paid

Water Meter Reading

For use if charging for water

At start of tenancy

Signed as received

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 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 or electronic address.
- › 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 the healthy homes standards.
- › 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 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 22F(2)(b) & (c) 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 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 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

Landlords must include a statement in all new, renewed or varied tenancy agreements, which includes details of the property's 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 for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; 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 21 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 42 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); or
- › the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or
- › the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or by contractors under contracts for services with a school board of trustees. That fact is clearly stated in the tenancy agreement, and the premises are required for that use (this reason only applies if the landlord is the Ministry of Education).

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.

Family Violence

A tenant or their child/dependant who is subjected to family violence during a tenancy can withdraw from their tenancy by giving at least two days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

Physical Assault

The landlord can give notice of at least 14 days to terminate a tenancy if the tenant has assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and evidence is provided that a charge has been filed by Police against the tenant in respect of the assault.

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 **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.

Landlord details

Name(s) Wallcork Upland Ltd

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

Physical address for service 1 Jones Deviation, #1, Porirua 5381

Email This email address will be used as an address for services (strike out if not agreed)

wallcork@extra.co.nz

Phone 04/4711308 (Mobile) 021 2585255 (Hm) (WK)

Other contact address(es)

Additional address for service (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

Tenant details

Name(s) ① Ziyue Nicky Zhou ② Sherry Hasaunivalu ③ Kendall Booth ④ Violette Hallis

Identification ☒ Driver's licence ☐ Passport ☐ Other Write ID Number:

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

Physical address for service

Email (This email will be used as an address for service (strike out if not agreed))

① zhounickyl@gmail.com ② sherryagnesjoy@gmail.com ③ BoothKendall4@gmail.com

Phone ① 021 1395159 ② 021 1792584 ③ 021 02509969 (Mobile) (Hm) (Wk)

Other contact address(es) ④ 027 259506 ④ violetteh65@gmail.com

Additional address for service (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☒ No

Tenancy details

Address of tenancy 34 E Upland Rd, Kelburn, Wellington, 6012
plus garage at street level

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ 690 To be paid ☒ in advance Frequency (tick one) ☒ weekly ☐ fortnightly

Bond amount \$ 2,760

Rent to be paid at

Or into Bank Account No. 03 0502 0683489 000

Account name Wallcork Upland Ltd

Bank Westpac Branch Lambton Quay

The landlord and tenant agree that:

1. The tenancy shall commence on the 13th day of February 2026.

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. See page 4 of this agreement for more information.~~

OR

This tenancy is for a fixed term, ending on the 14th day of February 2027.

Note:

Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy for more information.

3. Strike out the bold wording below if it is not applicable

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent**.

Note:

The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986.

Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 22F(2)(b) & (c) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

4. Insert other terms of this tenancy (eg. pets, no smoking indoors, maximum number of occupants, 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.

Pets allowed but no cats

No smoking or vaping in or outside the property

No parties as this is part of a multiunit place

Maximum number of occupants 4 without the consent of the landlord. Storage room not to be used as a bedroom.

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 pages 2, 3 and 4 of this agreement.

Signed by Wallcork Upland Ltd

LANDLORD

DATE SIGNED

① Ziyue Nicky Zhou

Signed by ② Sherry Masquivalu

TENANT

DATE SIGNED

③ Kendall Booth

Signed by ④ Violette Hollis

TENANT

DATE SIGNED

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

- › Landlords are required 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

34 E Upland Rd

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. Home insurance cover	Westpac insurance	\$ 1,100
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.



Healthy Homes Standards Compliance Certificate

This certifies that the property at the below address has been assessed by Sustainability Trust, with the below breakdown of compliance by the Healthy Homes Standards.

34E Upland Road, Kelburn, Wellington

COMPLIANT / NOT COMPLIANT	
Heating	Exempt
Insulation	Compliant
Ventilation & Extraction	Compliant
Draught Stopping	Compliant
Moisture Ingress and drainage	Compliant
HHS compliance	Compliant

Definitions:

Compliant: For the purpose of this report compliant means; that the aforementioned property meets the necessary minimum healthy homes standard under the particular standard and complies with the New Zealand standard 4246:2016 where required. No further action is required at this time. However, continued maintenance will be required to keep the compliance valid.

Non-compliant: For the purpose of this report not compliant means; that the aforementioned property does not meet the necessary minimum healthy homes standard under the particular standard. Action is required to make the property compliant. All works should comply with the New Zealand standard 4246:2016 where required. This work will need to be undertaken and signed off by Sustainability trust before any renewal of this certificate.

Exempt: For the purpose of this report exempt means; that it is unreasonably impracticable to undertake works to meet the required healthy homes standard and that it is the landlord's responsibility to provide such information and evidence to support this exemption (e.g., code of compliance, body corporate rules, etc).

Please note: Maintenance of the property and fixtures to ensure ongoing compliance with the Healthy Homes Guarantee Act is the responsibility of the landlord.

Landlord Name: Wallcork Upland Ltd Signed: Wallcork Upland Ltd
per M.A. Wallace per M.A. Wallace





Healthy Homes Standards

This information pack has been provided by Sustainability Trust following a Healthy Homes Standards (HHS) compliance assessment. The HHS are the regulatory standards developed following the passing of the Healthy Homes Guarantee Act which came into force as of 1st July 2019. The standards require compliance in five areas:

- **Heating**

The heating standard requires landlords to provide one or more fixed heater(s) that can directly heat the main living room of every rental property. These must be acceptable types of heaters and must meet a required minimum heating capacity. The minimum heating capacity shows the heater(s) can heat the main living room to 18°C.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf>

- **Insulation**

Ceiling and underfloor insulation has been compulsory in all rental homes since 1 July 2019. The healthy homes insulation standard builds on the current insulation requirements. Under the healthy homes insulation standard, existing insulation may need to be topped up or replaced if it is not in a reasonable condition. In most situations, existing ceiling insulation needs to be at least 120mm thick. If ceiling insulation needs to be topped up, it needs to meet minimum R-values* for ceiling insulation as set out in the 2008 Building Code. Underfloor insulation needs a minimum R-value of 1.3.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-insulation.pdf>

- **Ventilation**

A rental property must have:

- › an extractor fan(s) in rooms with a bath, shower or indoor cooktop, and
- › openable windows or external doors in all habitable rooms (living room, dining room, kitchen and bedrooms).

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf>

- **Draught stopping**

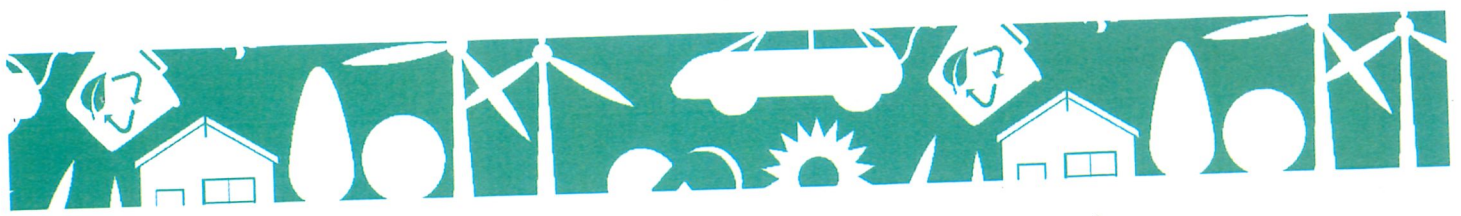
Any unreasonable gaps or holes in walls, ceilings, windows, floors and doors that are not necessary and cause noticeable draughts must be blocked. This includes open fireplaces, unless the tenant has requested in writing that the open fireplace not be blocked and the landlord accepts this request.

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-draught-stopping.pdf>

- **Moisture ingress and drainage**

1. A rental property must have a drainage system that: – efficiently drains storm water, surface water and ground water to an appropriate outfall, and – includes appropriate gutters, downpipes and drains to remove water from the roof. 2. Rental properties with suspended floors, where the subfloor space is enclosed by more than 50%, must have a ground moisture barrier (unless it is not reasonably practicable to install one).

<https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf>



Healthy Homes Standards Compliance Report

Job Number	Address	Assessed By	Dated
56912	34E Upland Road, Kelburn, Wellington	Greg Claridge	12/11/2020 08/03/2023

This report provides landlords and tenants with information on the current status of the rental property against the HHS and enables property owners to demonstrate their compliance against the regulations.

This information pack contains a Compliance Certificate and data collected during the HHS assessment on each of the standards and their component parts. The Compliance Report should be provided to the tenant along with the tenancy agreement.

The document includes compliance dates that relate to your rental property.

When areas of non-compliance have been identified a description of the work required to bring the dwelling up to the standard is described. Sustainability Trust can carry out the work required to bring the property up to the HHS standards and where necessary we have included quotes to complete this work. When this work has been undertaken the HHS Compliance Certificate will be updated.

COMPLIANCE DATES

- From 1st July 2019 ceiling and under-floor insulation must be installed if it is practicable to do so. Landlords must keep records that demonstrate compliance to any of the Healthy Homes Standards that apply or will apply during the tenancy.
- From 1st December 2020 landlords must include a statement of their current compliance with the Healthy Homes Standards for any new or renewed tenancy agreement.
- From 11th February 2021 phase 2 of law changes contained within the **Residential Tenancies Amendment Act 2020** takes effect.
- From 1st July 2021 all private landlords must ensure that their rental properties comply with the Healthy Homes Standards within 120 days of a new or renewed tenancy.
- From 1st July 2025 all houses rented out by Housing New Zealand and Community Housing Providers must comply with the Healthy Homes Standards.
- From 1st July 2026 all New Zealand rental homes must comply with the Healthy Homes Standards.



HEATING

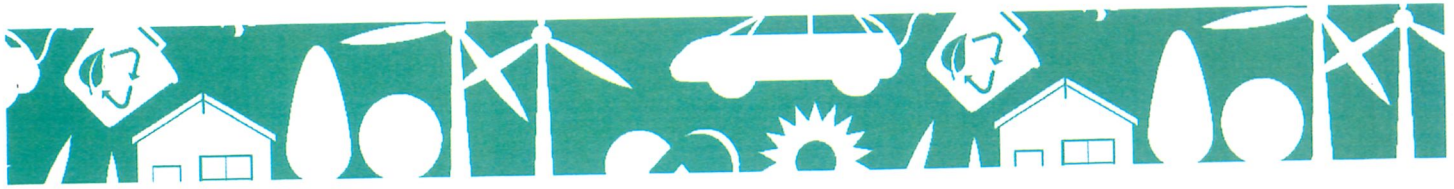
The heating standard requires that there must be fixed heating devices, capable of achieving a minimum temperature of at least 18°C in the main living room all year round.

The heating capacity is calculated using the online heating assessment tool available from tenancy services at [tenancy.govt.nz/heating tool](https://tenancy.govt.nz/heating-tool). The tool provides a report that shows the minimum required heating capacity in kW's for the main living space.

The main living room is a room that is used for general everyday use. Note; if there is more than 1 living room only the main living room requires heating or if the living room cannot be easily identified the main living room is the largest room in the property. Open plan areas are considered as one space (this includes any open connecting hallways or stair wells).

Heating	
Age of dwelling	1920's
Estimated R-value of ceiling	N/A
Estimated R-value of floor	N/A
Estimated R-value of external walls	0.5
Estimated R-value of internal walls	0.4
Floor area of main living space	22sqm
Current heating type	Wall mounted electric heater
Current heating capacity	2.4kW
Required heating capacity	3.8kW
Heating tool link	N/A
Compliance	Exempt
Compliance statement	Partial exemption from heating standard as there is no practical location for required heat pump, the body corp rules do not allow the installation of a heat pump. The landlord has installed a 2.4kW fixed qualifying heater, An explanation/evidence as to why should be included in the tenancy agreement.

Please note – The Heating Tool link will expire 60 days from the date of the assessment. Moreover, as revisits may incur an additional assessment charge, we encourage you to save a copy of the report. To do this, scroll to the bottom of the results page and click the **EMAIL RESULTS** button.



INSULATION

The insulation standard requires that the ceiling and underfloor insulation must meet the HHS standard in accordance with NZS4246:2016 building code.

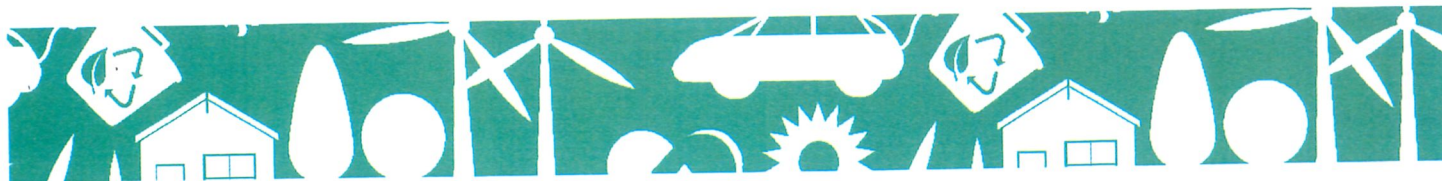
<https://www.standards.govt.nz/sponsored-standards/building-standards/nzs4246/>

Ceiling insulation

Can ceiling be accessed?	No, skillion roof
Insulation type	Undetermined
Average thickness (mm) in accessible areas	N/A
Estimated R-value in accessible areas	N/A
Gaps, compressions, folds or missing sections	N/A
Insulation clear of downlights, flues and electrical hazards	N/A
Is the insulation installed to NZS 4246:2016	Exempt
Required R-value in Zone 2	R2.9
Compliance	Exempt
Compliance statement	Our professional assessment has deemed the ceiling exempt as it is a skillion/flat roof and below safe working height and impracticable to install.

Underfloor insulation

Can underfloor be accessed?	No, concrete
Insulation type	Concrete pad
Average thickness (mm) in accessible areas	N/A
Estimated R-value in accessible areas	N/A
Damaged, torn or missing sections	N/A
Sufficient clearance to subfloor lights or electrical hazards	N/A
Is the insulation installed to NZS 4246:2016	Exempt
Required R-value in Zone 2	R1.3
Compliance	Exempt
Compliance statement	Our professional assessment has deemed the underfloor exempt as it has a concrete pad and is impracticable to install.



VENTILATION

Ventilation must include openable windows in all habitable rooms (living room, dining room, kitchen and bedrooms). The openable area of windows or doors must be at least 5% of the floor area of the room and must be able to be fixed open.

Ventilation

Is there adequate ventilation in the habitable rooms?

Yes

If no, which rooms require additional ventilation?

N/A

Compliance

Exempt

Compliance statement

Adequate ventilation can be achieved by opening windows in all of the spaces except those that were built lawfully without windows and are exempt. Evidence of compliance to the prior law is required and should be provided with the tenancy agreement.

EXTRACTION

An appropriately sized extractor fan should be present in all rooms with a bath, shower or an indoor cooktop.

Kitchen extraction

Extractor fan

Yes externally vented

Diameter (mm)

150

Flow rate (l/s)

N/A

Rangehood

Yes

Diameter (mm)

N/A

Flow rate (l/s)

N/A

Externally vented

Yes

Well maintained

No

Compliance

Compliant

Compliance statement

An appropriately sized extractor fan is installed in all qualifying kitchens. The property complies with the ventilation standard. Where possible, specifications for all of the extractors should be provided to tenant as evidence of compliance.

Bathrooms extraction

Bathroom 1 extractor fan

Yes externally vented



Bathroom 2 extractor fan

N/A

Bathroom 3 extractor fan

N/A

Compliance

Compliant

Compliance statement

The extractor fan does not meet the size or flow rate specified in the standard but it was fitted before 1st July 2019, is vented to the outside and is in working condition. It therefore complies with the ventilation standard.



DRAUGHT-STOPPING

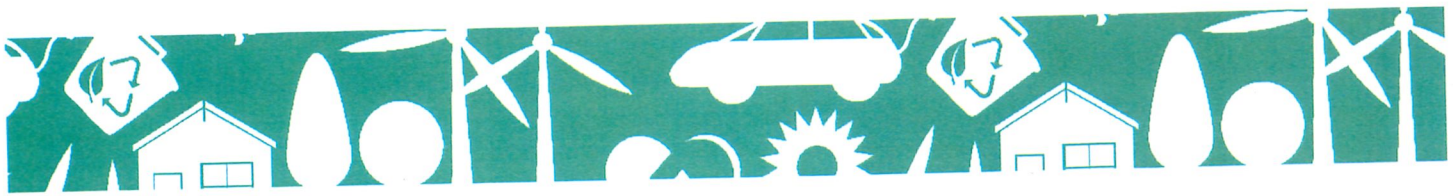
The property must not have any unreasonable gaps or draughts in walls, windows, ceilings, floors or doors. Any unreasonable gap is considered any gap or draught greater than 3mm in width and opens to the outside. Landlords will also have to block any fireplace or chimney that is open, unless the tenant and landlord has agreed otherwise.

Chimneys

Does the property have any chimneys?	No
Are the chimneys blocked?	Yes
Are the chimneys free from unreasonable gaps and draughts	No
Has the tenant requested to use the chimneys?	No
Compliance	Exempt
Compliance statement	The property is exempt as there are no chimneys present.

Draught stopping

Is the building free from unnecessary gaps and holes in the building elements?	Yes
If no, which rooms have draughts that need fixing?	N/A
Compliance	Compliant
Compliance statement	The property is free from unnecessary gaps or holes in walls, ceiling, windows, floors and doors and no noticeable draughts are present. The property complies with the draught stopping standard.



MOISTURE INGRESS

To comply with the moisture ingress standards The property must have efficient drainage for the removal of storm water, surface water and ground water. This includes having an appropriate outfall. The drainage system must include gutters, downpipes and drains for the removal of water from the roof. If the property has an enclosed subfloor of more than 50% a ground vapour barrier (GVB) must be installed if it is reasonably practicable to do so.

Moisture barrier

Is the underfloor accessible?

Yes

Is there a ground moisture barrier present?

Yes

Is the subfloor enclosed by at least 50%

Yes

Does the moisture barrier comply with NZS 4246:2016

Yes

Compliance

Exempt

Compliance statement

Our professional assessment has deemed that it is not practicable to install a moisture barrier at this dwelling, therefore this dwelling is exempt from the moisture ingress standard.

Drainage

Does the dwelling have efficient drainage?

Storm water is efficiently dealt with

What is the condition of the drainage system including gutters, downpipes and drains?

Has efficient gutters

Compliance

Compliant

Compliance statement

The property has a drainage system that efficiently drains storm water, surface water, and ground water to an appropriate outfall. The drainage system includes gutters, downpipes and drains and complies to the moisture ingress standard



SMOKE ALARMS

The RTA requires all rental properties have as a minimum, one working smoke alarm in each bedroom or within 3m of each bedroom door. In multi-level properties there must be at least one smoke alarm on each level. Any new smoke alarms added to a property must be photo-electric alarms with long-life batteries (8-year minimum).

In order to ensure tenant safety, meet minimum RTA requirements, and remove liabilities or confusion over condition of existing smoke alarms. We will install new long-life alarms in correct areas of the house to ensure the property meets RTA requirements. Extra alarms will be installed if requested.

Smoke alarms

Do pre-assessment alarms meet HHS requirements	Yes
Total number of pre-assessment alarms	6
Number of non-long life, non- photoelectric alarms removed	0
Number of alarms left in place	6
Expiry date of alarms left in place	12/01/2027
Number of new alarms installed	0
Expiry date of new alarms	N/A
Total number of compliant alarms in the property post-assessment	6
Compliance	Compliant

Compliance statement

Networked smoke detectors are present in each room where someone sleeps or within 3 meters of each bedroom door and on every floor of the property. The detectors are hard wired. The Body Corporate will hold the maintenance records of this system.

The scope of this inspection is limited to reporting on the components of the Healthy Homes Standards (HHS) within the property, which our assessor has reasonable access to and is in the assessors' clear line of sight. For each component of the Standards we have issued a Pass or fail. The purpose of the inspection is to identify the compliance (or not) of the current HHS that are visually identifiable at the time and date of the inspection.

This Healthy Homes Standards compliance certificate is valid at time of issue and reflects the opinion of our assessor. It is the legal responsibility of the property owner to represent that their property meets the Standard, however this report can reasonably be relied on by the owner as a basis for confirming the compliance status of their property. Further, it is the responsibility of the property owner to ensure the property remains compliant with the Healthy Homes Standards at all times while the property is a rented by conducting ongoing maintenance checks and remedial work if necessary.

This inspection has been carried out exclusively for the client of Sustainability Trust to provide information regarding the Healthy Homes Standards. Sustainability trust accepts no liability for any statement made by any person conducting the inspection or comments made in the report or after the supply of the report. Sustainability Trust will also not be held liable for any errors, omissions, or consequential loss or damages that may stem from the use of this report.



Compliance Notes

6627 - Old System N



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Page 1 of 5

Edit

Mark up

Sign a copy



100%



Marilyn Wallace shared this file. Want to do more with it?

Log in

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The following data was transferred from the WCC BLDC Computer System (Building Consents System 1992-1994) to TEAMwork on 7th of June 1998

Building Consent Summary Information

Application Number: 6627 Address: 34 UPLAND RD, KELBURN

Work Description: Dwelling adds alts

	Received	Issued	Current Status	Status Date
PIM:	Y 06 Sep 94	07 Sep 94	Application Approved	07 Sep 94
Consent:	Y 06 Sep 94	28 Oct 94	Code Compliance Issued	12 May 95

Small Works: N Project Value: 21000 Project Type: Alteration

Property Link: 142026 Legal Description: PART LOTS 57 58 DP 2135

Project Life: 50 years Usage: Housing

Total Floor Area: No of Dwellings:

Cult. Significance: Signed By: BRENNAN, D

OWNER FITKEVICH, MR MICHEAL Tel: 4759575
34 UPLAND RD
KELBURN
WELLINGTON
6005

APPLICANT BRENNAN, D A Tel: 3844635
129 MITCHELL ST
BROOKLYN
WELLINGTON
6002

Total Fees: 784.25
Paid: -784.25
Deposits Paid: 0.00
Adjusted: 0.00
Balance: 0.00
GST Balance: 0.00

PROFESSIONALS

Builder: MR MICHAEL FITEVICH
34 UPLAND RD, KELBURN, WELLINGTON
, , WELLINGTON
Drainlayer: SOUTHERN PLUMBING
129 MITCHELL ST, BROOKLYN, WELLINGTON
, , WELLINGTON
Designer: SOUTHERN PLUMBING
129 MITCHELL ST, BROOKLYN, WELLINGTON
, , WELLINGTON

(....continued for Processing Info)

Tenancy Services

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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

ROOM AND ITEM		CONDITION ACCEPTABLE?		DAMAGE/DEFECTS
		LANDLORD	TENANTS	
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Heater			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
	Refrigerator			
	Ventilation system			
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
Ventilation system				
LAUNDRY	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Washing machine			
Wash tub				
BEDROOM 1	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 2	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 3	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			

BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			
	Insulation			
	Gutters and downpipes			
	Ground moisture barrier			

Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$7,200.

Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:

- | | |
|--|---|
| ☐ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in. | ☐ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016. |
| ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there. | ☐ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions. |
| ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it. | ☐ All the smoke alarms are working at the start of the tenancy, including having working batteries. |
| ☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date. | |

For important details go to tenancy.govt.nz/smoke-alarms

List of furniture and chattels

Provided by the landlord

Washing machine
 Refrigerator
 Stove
 Curtains

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	\$
Total	\$
To (name)	
Date paid	

Water Meter Reading

For use if charging for water

At start of tenancy

Signed as received



DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.