

Tenancy Agreement

RTA S13A minimum information designated by S.S number

TENANCY ADDRESS

Address 1467 Main North Road, Waikuku, North Canterbury **1(c), 1(g)**

TENANCY TERM

Term type Fixed **Start date** 20/05/2022 **1(e)** **End date** 19/05/2023 **1(p)**

PROPERTY MANAGEMENT FIRM - KNOWN AS THE AGENT FOR THE LANDLORD

Company / Agent Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management **1(a)**
Address of service 3 Deans Avenue, Riccarton, CHRISTCHURCH **1(a)**
Contact person Jo Sheppard
Contact phone 033118020 **Contact mobile** 0225661519
Contact email countryrentals@bayleys.co.nz **1(aa)**

Notice to tenants - The person/firm named in the "Property Management Firm/Agent Details", is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord.

NOTE

LANDLORD DETAILS, ADDRESS FOR SERVICE, AND CONTACT EMAIL - KNOWN AS THE OWNER / PRINCIPAL / LANDLORD

Jeni & Paul Sanderson, C/O Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management, 3 Deans Avenue, Riccarton, CHRISTCHURCH, 033118020, 0225661519

CHATELS PROVIDED WITH THE TENANCY

Fixed floor coverings, Curtains, Light fittings, Stove, Rangehood

TENANCY COSTS

Rent	\$420.00	1(j)	Bond	\$1,680.00	1(i)
Rent frequency	Weekly	1(k)	Rent in advance	\$840.00	
1st rent payment date	02/06/2022		Move in total	\$2,520.00	

PROPERTY MANAGEMENT COMPANY BANK ACCOUNT

Bank	ASB	Account number	12-3191-0007646-04	1(l)
Account name	W&P Country Ppty Mgmt Trust			
Branch	Christchurch	Reference	Harris - Main North	

Rent shall be paid weekly in advance up to the termination of the tenancy, direct to the bank account of the agent, details set out above.



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TEL 4

TENANT 1 DETAILS

Name	Devon Harris			1(b)
Cell phone	022 317 6044	1(ba)	Home phone	
Work phone			Under 18 years old?	☐ Yes ☒ No 1(h)
Email address of service	harris.dev@hotmail.com			1(bb)
Licence	Br319602 (774)		Passport number	
18+ card number			Extra ID	
Address for Service - Is the tenant(s) address for service the same as the tenancy address?			☒ Yes ☐ No	
If no, state address			1(b)	
Emergency contact / duly authorised agent				
Name				
Phone		Relationship		
Address				

TENANT 2 DETAILS

Name	Tara Lee Harris			1(b)
Cell phone	0223176044	1(ba)	Home phone	
Work phone			Under 18 years old?	☐ Yes ☒ No 1(h)
Email address of service	harris.dev@hotmail.com			1(bb)
Licence	DF316974 (430)		Passport number	
18+ card number			Extra ID	
Address for Service - Is the tenant(s) address for service the same as the tenancy address?			☒ Yes ☐ No	
If no, state address			1(b)	
Emergency contact / duly authorised agent				
Name				
Phone		Relationship		
Address				

ADDITIONAL RESIDENTS**MAXIMUM RESIDENTS**

Maximum number of residents and tenants (combined) to reside at the property must not exceed 3 (Three)

LIABILITY**POWER**

Meter number	Reading	Date monitored	Liability
			☒ Tenant
			☐ Landlord
			☐ N/A

GARDENS-Liability ☒ Tenant
☐ Landlord
☐ N/A

LAWNS-Liability ☒ Tenant
☐ Landlord
☐ N/A

SMOKERS

Smokers allowed? ☐ Yes ☒ No

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Pets allowed?



Yes



No

1 x 3 year old pure bred Mastiff (Elsa)

TERMS & CONDITIONS FOR AGREEMENT

- 1 **Agreement** - The tenant confirms they have completed the tenancy application themselves and the information contained is true and correct. The tenant also agrees that the application forms part of this tenancy agreement.
- 2 **Applicants Consents** - I agree to the collection, use and disclosure of my personal information for the following purposes, and warrant that I have supplied all information on this form truthfully. Including my drivers licence details and passport details. I agree that any information found through any of our party databases that relates to me can also be used for the purposes outlined in this application.
- 3 **Dangerous substances** - The Tenant agrees neither to keep nor store any flammable device or fuel for the same in or about the Property nor to store any potentially combustible substance in or about the Property, unless the storage complies with the Dangerous Goods Regulations 1970. The Tenant agrees not to do anything that would render the Property uninsurable or cause the insurance premium to be increased.
- 4 **Jurisdiction** - The parties hereby agree that the Residential Tenancies Act 1986 shall apply to and affect this agreement and the Tenant agrees to rent the premises at the above stated Rent.
- 5 **Liability** - The Tenant(s) hereby agree that they are jointly and severally liable to the Landlord for any debt due to the Landlord and for the performance of any covenants. This includes the paying of notice to end a periodic tenancy. If any Tenant gives notice to end a periodic tenancy, then that notice will be binding on all Tenants.
- 6 **Purpose** - The purpose for the collection of my information is: To create a tenancy agreement. To verify my identity. To perform background checks, reference checks and credit checks through the Centrelink and/or Equifax credit bureaus or a search of the Personal Property Security Register. To check the publicly available Ministry of Justice court databases. If there is an unpaid debt at the end of the tenancy your information may be provided to a debt collection agency, for debt collection purposes. If you indicated that you would like move services such as power, internet or phone to be connected at the property a representative from Moving Hub may contact you. The source of my information is provided by you to the Owner/Landlord Agent/Property Manager.
- 7 **Recipient of Information** - The information is provided by you to the Owner/Landlord Agent/Property Manager.
- 8 **Smoke Detectors And Escape From Fire** - The Tenant agrees not to tamper or attempt to disassemble, disconnect or interfere in any way with any smoke alarm or any other means of escape from fire, and not to permit any occupant, guest or visitor to do the same. The Tenant agrees that the Tenant is liable for checking and replacing the smoke alarm batteries. The Tenant agrees to advise the Landlord immediately should the alarm become inoperable for any reason.
- 9 **Statement of Intent** - The tenant acknowledges that there is a legal requirement for a Healthy Homes "Statement of Intent" to be included in the tenancy agreement. There is a further legal requirement that the Statement of Intent must also be signed separately by the landlord or landlord's agent. The tenant further acknowledges that the landlord or landlord's agent's signature on the Statement of Intent applies only to the Healthy Homes Statement of Intent, not to the agreement itself. The tenancy agreement is legally binding only when both the tenant and landlord or landlord's agent have signed their respective Tenancy Agreement Signature Section.
- 10 **Use of Property** - The Tenant agrees to use the Property principally for residential purposes and not use it for any unlawful purpose. The Tenant agrees not to possess or have illegal substances in the Property and not to allow any other occupants, guests or visitors to possess or have illegal substances in the Property or use the Property in any way for any unlawful purpose.
- 11 **Authorised vehicle parking** - Where the tenant has been allocated specific car parking the tenant agrees that they, their guests and other occupants of the tenancy will use these car parks.
- 12 **Callout Charge** - The Tenant agrees to pay any reasonable callout charge if: • The Tenant does not adhere to prior arrangement for entry. • Where no fault is found. • The repairs are due to damage or negligence by the Tenant.
- 13 **Carpets, Drapes and Curtains** - The Tenant agrees that at the conclusion of the tenancy the carpets will be inspected and if the carpets are found to be below the standard of reasonably clean and tidy, then the Landlord or agent may require the Tenant to have the carpets cleaned to return the carpets to the standard of cleanliness set out in the Residential Tenancies Act 1986.
- 14 **Collection Costs** - If at the end of the tenancy there is an outstanding debt by way of Money Order, the Tenant agrees that the Tenant is liable for and shall pay for all costs of recovery of the Money Order, which costs shall be collected by a debt collection agency. Costs payable to the debtor shall include legal fees, commissions, fees and disbursements, and/or court filing fees and disbursements.
- 15 **Conditional Meth Clause** - Both the landlord and tenant agree that the tenancy agreement entered into shall be subject to a test for methamphetamine to be carried out as soon as possible: 1. If the test results are less than 1.5 micrograms per 100cm² (the clean back standard) or an initial preliminary test, then the tenancy agreement shall be deemed to have gone unconditional so far as methamphetamine contamination is concerned. 2. If the test results are more than 1.5 micrograms per 100cm² and less than 15 micrograms per 100cm² per room for any room, then the tenant shall be deemed to be liable and the tenant shall be given the option of making the tenancy agreement unconditional on the date of the receipt of the test results by the tenant. 3. If the test results are higher than 15 micrograms per 100cm² per room by a comprehensive test, then the tenancy agreement shall be deemed to have never become unconditional. Any money paid shall be refunded forthwith. 4. On the tenant at the tenants sole discretion may elect to proceed with the tenancy agreement subject to the landlord's right and obligation to have the room cleaned back to the clean back standard of 1.5 micrograms per 100 square centimetres for any applicable room, as soon as practicable. Until the room is cleaned, the tenant agrees to keep the room sealed closed and undertakes not to use it at all.
- 16 **Drains and Wastes** - The Tenant agrees to keep all drains, sink wastes and sanitary appliances clear and free from obstruction.
- 17 **Excessive Noise** - The Tenant agrees to keep the noise to a reasonable level and be considerate of neighbouring properties, their occupants and other Tenants.
- 18 **Inspections and Photographs** - The Tenant acknowledges that photographs or videos will be taken to record the condition of the Property. The Tenant agrees to move or cover any personal effects that might be photographed. If the Tenant fails to move or cover any item, then the Tenant agrees to those items being included in any photographic record.
- 19 **Landlord's Right of Entry** - The Landlord or the Landlord's agent has the right to inspect the Property no more than once every 4 weeks. Provided 48 hours notice has been given by the Landlord or 24 hours notice for a tradesman carrying out necessary maintenance.
- 20 **Lawns and Gardens** - The Tenant agrees to keep the Property including lawns and gardens in a reasonably clean and tidy condition free from rubbish and weeds. The Tenant also agrees not to damage or remove any tree, shrub or bush from the Property. The Tenant agrees to keep the lawns and gardens weeded and in a generally tidy condition. The Tenant shall be responsible for the removal of garden waste.
- 21 **Light Bulbs** - Keeping the light bulbs in working order for the Property is the Tenant's responsibility. The Tenant agrees to use the correct light bulb for the socket and for them to all be in working order at the end of the tenancy.
- 22 **Maximum Numbers** - The Tenant is responsible to restrict the number of occupants residing at the Tenanted Property to the maximum number of occupants specified in the tenancy agreement.
- 23 **Methamphetamine Testing** - Upon proper notice the Landlord may enter the Tenanted Property to conduct a test for the presence of methamphetamine with or without the assistance of an expert.
- 24 **Outgoings** - The Tenant agrees to pay for all outgoing expenses attributable to the Tenant's occupation including electricity, gas, gas to heat hot water, telephone and internet charges.
- 25 **Property Inspection Report** - At the end of occupation the Tenant shall complete a Property Inspection Report in conjunction with the Landlord or Landlord's agent, expressly detailing the standard of cleanliness and maintenance requirements of the Tenanted Property. Subsequently, if the Report shows the Tenant has not maintained the general order of the Property, the Landlord may issue a 14 day notice to remedy the issue.
- 26 **Rent Reviews** - The Landlord may review the rent from time to time and may increase the rent in accordance with Section 24 of the Residential

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Tenancies Act 1986. No increase will take effect within 12 months after the date of the commencement of the tenancy or within 12 months after the date on which the last increase took effect.

- 27 **Repairs** - The Tenant agrees to notify the Landlord as soon as possible after the discovery of any damage or the need for repairs. The Tenant shall not arrange for any maintenance or repairs without the Landlord's prior consent.
- 28 **Smoking and Illegal Substances** - The Tenant agrees not to smoke cigarettes, cigars, vapourisers or electronic cigarettes, (recognising that all can set off smoke alarms) or possess or take illegal substances into the Tenancy Property, and not to allow any other occupants, guests or invitees to do any of the above, or to use the Property in any way for any unlawful purpose.
- 29 **Subletting** - The Tenant shall not, without prior written consent from the Landlord or Property Manager: 1. Sublet or part with possession of the Property belonging to the Landlord; 2. Rent out the Property or part thereof on a short-term or daily basis or for the third parties' holiday purposes for financial reward; 3. Fail to continue to use Tenancy Property during the tenancy as a 'principal' place of residence of the Tenant and authorised occupants; 4. Cause or permit the Landlord's insurance policy to be vitiated or to cause an increase in premium, or excess; 5. Conduct business where council consent is required without council consent; 6. Permit any person to holiday in the Tenancy Property for financial reward when that person has not been approved by the Property Manager or Landlord; 7. Rent out the Tenancy Property or any portion of the tenancy Property when the Tenant is not personally present to supervise the security of the Property and behaviour of the occupants.
- 30 **Tenants Obligation to Leave** - On termination of the tenancy, the Tenant shall actually quit the tenancy on the last day. The Tenant further agrees that at the termination of the tenancy, to return all pass cards, remote controlled door openers or keys belonging to the Landlord and remove all rubbish and personal belongings. Failure to do so may result in professional cleaning, replacement of keys or other costs to be paid by the Tenant.
- 31 **Ventilation** - The Tenant agrees to keep the Property well ventilated at all practical times when the Tenant is personally in residence, to prevent the build up of mould and mildew. If the Tenant is using an LPG gas bottle heater, the Tenant must ensure that it is not used in bedrooms and at all other times ensure that the house is well ventilated. It is recommended that this type of heater is not used for Health and Safety and moisture reasons.
- 32 **Water Charges** - The Tenant agrees to pay for all metered water charges provided to the Property where the water supplier charges on the basis of consumption and all corresponding waste water charges incurred during the tenancy.

INSURANCE STATEMENT

Is the property insured? ☒ Yes ☐ No

Tenants may request a copy of the policy/policies.

Insurance type (e.g. Dwelling Insurance)

Excess information

Please provide copy of insurance policy.
Thanks.
Jen

SMOKE ALARM DISCLOSURE STATEMENT

Total No. of alarms at the property 1 At least one alarm per storey/level ☒ Yes ☐ No

Last checked Alarm within 3 meters of all bedrooms ☒ Yes ☐ No

Checked by

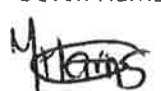
SMOKE ALARMS

Type	Location	Is the smoke alarm new?	Expiry date
1 Photoelectric Smoke Alarm	Hallway	☐ Yes ☒ No	

Notice to tenants - The person or firm named in the "Property Management Firm/Agent Details" box, is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord. The below parties agree to the terms set out in this Tenancy Agreement

NOTE

TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE TENANT/S

Tenant 1		Date	06.05.2022
Name	Devon Harris		
Tenant 2		Date	06.05.2022
Name	Tara Lee Harris		

TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE LANDLORD/LANDLORD'S AGENT

Property manager signature

Date

10/05/2022

1(d)

of

Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management acting as agent for and on behalf of

the landlord

Jeni & Paul Sanderson

HEALTHY HOMES STATEMENT OF INTENT SIGNATURE SECTION | VERSION 2.0**Declaration by Landlord(s) in respect of S.13A (1CA) Residential Tenancies Act 1986**

Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management

acting as agent for

Jeni & Paul Sanderson,

declare:

- a. That on or after the commencement of the tenancy, I / We will comply with the healthy homes standards as required by S 45 (1) (bb) or 66 (1) (bb) and
- b. including any information which may be prescribed by regulations made under S. 138 B (5) and (1CB) If there is a written variation or renewal of the tenancy agreement in accordance with S.138 (1), then I / We the landlord(s), further declare:
- a. That on or after the time when the variation or renewal takes effect, I / We will comply with the healthy homes standards as required by S 45(1)(bb) or S 66 (1)(66) (as the case may be); and
- b. and including any information which may be prescribed by regulations made under S 138 B(5).

Property management agency | Signed by the landlord/landlord's agent

Property manager signature

Date

10/05/2022

1(d)

of

Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management acting as agent for and on behalf of

the landlord

Jeni & Paul Sanderson

Healthy Homes Statement

TENANCY ADDRESS

Address 1467 Main North Road, Waikuku, North Canterbury

COMPLIANCE DATE

The healthy homes compliance date for this tenancy 19/08/2022

HEATING

1. Heating standard exemptions

☒ No heating exemptions applies ☐ Heating exemption ☐ Partial exemption

2. Main living room required heating capacity

Heating capacity of the main living room kW

3. Qualifying heaters

The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

1. Type	Heat Pump	Capacity	kW
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4. Does the 'tolerance' or 'top up' allowance for existing heaters apply?

☐ Yes ☐ No

INSULATION

CEILING INSULATION

1. Does the ceiling insulation above all domestic living spaces meet the requirements of the insulation standard?

☒ Yes - Entire premises ☐ Yes - Some areas of the premises ☐ No - None of the premises

Do you know the R-value of ceiling insulation when it was installed?

☐ Yes ☐ No

Date insulation was installed

Date insulation was last inspected

Type of insulation

☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

UNDERFLOOR INSULATION

2. Does the underfloor insulation meet the requirements of the insulation standard?

- ☒ Yes - Entire premises ☐ Yes - Some areas of the premises ☐ No - None of the premises

R-value of underfloor insulation when it was installed

Date insulation was installed

Date insulation was last inspected

Type of insulation

☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

WALL INSULATION

3. Do the walls of the premises have insulation? Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

- ☐ Yes - Entire premises ☐ Yes - Some areas of the premises ☒ No - None of the premises ☐ I don't know

VENTILATION

1. Windows in habitable spaces

Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below?

- ☒ All habitable spaces ☐ Some habitable spaces

List all rooms at the property and whether or not they meet the ventilation standard. If not, briefly state how the specific exemption applies

1. Location	Kitchen, dining	Meet requirements	yes
2. Location	Living room	Meet requirements	yes
3. Location	Sunroom	Meet requirements	yes
4. Location	Bedroom 1	Meet requirements	yes
5. Location	Bedroom 2	Meet requirements	unknown

2. Extractor fans

Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

1. Location	Kitchen	Fan installed	yes	Installed pre 2019	no
Fan Diameter	Ø mm	Fan Exhaust Capacity	l/s		
2. Location	Bathroom	Fan installed	yes	Installed pre 2019	no
Fan Diameter	Ø mm	Fan Exhaust Capacity	l/s		

MOISTURE INGRESS AND DRAINAGE

1. Does the property have gutters and downpipes that efficiently drain storm, surface, and ground water to an appropriate outfall?

- ☒ Yes ☐ No

An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.

Note: It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces? ☐ Yes ☒ No

An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.

DRAUGHT STOPPING

1. Does your property have any open fireplaces? ☐ Yes ☒ No

2. Is the property free from unintentional and unreasonable gaps or holes? ☒ Yes ☐ No

This includes gaps or holes that allow noticeable draughts in or out of the building. Areas include, but are not limited to: doors, windows, walls, floors and ceilings.

HEALTHY HOMES SIGNATURE SECTION

Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management

acting as agent for

Jeni & Paul Sanderson,

declare that

all reasonable efforts have been made to ensure this healthy homes statement is true and correct as at the date of signing

Property manager Details | Signed by the agent acting on behalf of the Landlord

Subsection (1CA) - New Tenancy

On and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) or, for boarding houses, 66(1)(bb), and will provide all information prescribed by regulations under section 138B(5)

Property manager signature



Date 10/05/2022 1(d)

of

Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management

acting as agent for and on behalf of

the landlord

Jeni & Paul Sanderson

Bond lodgement form

Tenancy Services

- All sections of this form must be completed to enable smooth processing of information, payment and future refunds
- Landlords and all tenants' signatures must be provided. Incomplete forms will be returned
- Complete in a black or blue pen with CAPITAL letters if handwriting
- Read the important information on the back of this form before entering any details

1 If payment is to an existing bond for this tenancy, enter the bond number here: _____

2 Address of the rented property Property ID (if known): _____

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. 1467 Street Main North Road

Suburb Waikuku City North Canterbury

Building name _____ Postcode _____

Weekly rent \$ 420.00 Total bond \$ 1680.00 Total amount enclosed \$ _____

Date tenancy started 2 0 0 5 2 2 No. of bedrooms 2 Dwelling type (tick one) ☒ House/Townhouse ☐ Apartment ☐ Room
See reverse for definitions ☐ Boarding house room ☐ Bedsit/Flat

3a Landlord details Are you a first time landlord? Yes ☐ Landlord ID 2 8 7 4 9 7 5

Full name(s) or trading name Whalan and Partners Ltd t/a Bayleys Country Rentals Property Management

Contact phone 033118020

3b Landlord address for service Email will be first point of contact if provided

Email countryrentals@bayleys.co.nz

Unit _____ House no. 3 Dean Street _____

Suburb Riccarton City CHRISTCHURCH

PO Box or Private Bag _____ Postcode _____ By signing this form you agree that the information you have provided is true and correct

Landlord Signature

Date 10/05/2022

4a Tenant 1 details

Full name Devon Harris Bond contribution \$ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) 2 9 1 2 6 2 Contact phone 022 317 6044

4b Tenant 1 new address for service Email will be first point of contact if provided

Email harris.dev@hotmail.com

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. 1467

Street Main North Road

Suburb Waikuku City North Canterbury

PO Box or Private Bag _____ Postcode _____ By signing this form you agree that the information you have provided is true and correct

Signature

Date 06.05.2022

4c Tenant 2 details

Full name Tara Lee Harris Bond contribution \$ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) _____ Contact phone 022 3176044

4d Tenant 2 new address for service Email will be first point of contact if provided

Email harris.dev@hotmail.com

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. 1467

Street Main North Road

Suburb Waikuku City North Canterbury

PO Box or Private Bag _____ Postcode _____ By signing this form you agree that the information you have provided is true and correct

Signature

Date 06.05.2022

Use the Additional tenants bond lodgement form if more than 2 tenants. Attach it to this form. ☐ Yes, this form is attached.



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