



Residential Tenancy Agreement

Tenancy details

How to use this agreement

1. This is a legally binding contract. This agreement was generated using the Tenancy Services Residential Tenancy Agreement Builder. Learn more about a particular clause, or see what other clauses are available at www.tenancy.govt.nz/rtab
2. Before signing this agreement, all parties should carefully read it and seek independent legal advice or information from Tenancy Services if they are unclear about what they are agreeing to. Information is available from www.tenancy.govt.nz
3. All tenancy agreements must be in writing.
4. If the property is a unit title property, a copy of the most recent body corporate rules must be attached to this agreement.
5. This agreement must be completed in full and signed by the tenant and the landlord. The tenant and landlord must each keep a copy.
6. The rights and obligations set out in the Residential Tenancies Act 1986 are implied in every residential tenancy agreement.
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 insulation statement detailing the type, condition and location of insulation with any new tenancy agreement.
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 www.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. The parties must record their full names correctly.
12. If a bond is paid to the landlord, it must be lodged digitally with Tenancy Services within 23 working days of the landlord receiving it. This must be done online www.tenancy.govt.nz/rent-bond-and-bills.
13. 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.
14. Letting fees cannot be charged to tenants.
15. If there is a problem between the tenant and landlord, and they cannot agree, Tenancy Services can help. Visit www.tenancy.govt.nz/disputes.



Address of rental property

Unit or flat number (if applicable): 5
Street address: Johnsonville Road
Suburb: Johnsonville
Town/city: Wellington
Postcode: _____

Type of tenancy agreement

This tenancy is for a fixed-term. The tenancy will start on 19/8/22 and will end on Renewed until till 19/8/22.

Note: Fixed-term tenancies will automatically convert to periodic tenancy agreements at the end of the fixed-term, unless:

- either party gives written notice (no reason required) of their intention to not continue with the tenancy at least 90 to 21 days before the expiry of the tenancy, or
- before the expiry, both the landlord and tenant agree to extend, renew or end the fixed-term tenancy.

Maximum occupants

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

Landlord/tenant details and signatures

Contact details

- Both parties must record their full names correctly.
- If the personal details of either the landlord or the tenant change, the other party must be notified within 10 working days.
- Each party must supply a physical address for service. This must be a New Zealand address, where notices and other tenancy documents will be accepted by you, or on your behalf, even after the tenancy has ended. Tenants that supply the rental address as their address for service need to update this at the end of the tenancy.
- If each party has an email address or mobile number, these must be included in the agreement as contact details.
- Each party can also supply an electronic address for service. For example, a fax number, email address or instant messaging account. Either party can include the electronic address or their PO Box as an 'additional address for service'.

Landlord details and signature

The parties understand that this agreement is governed by the provisions of the Residential Tenancies Act 1986. For the avoidance of doubt, if your proposed arrangement is excluded under section 5 of the Residential Tenancies Act 1986, by using this agreement you are agreeing to contract into the Residential Tenancies Act 1986 in its entirety, and all of the rights and obligations contained therein will apply.

Landlord's name: Tes B Investments LTD



Physical address for service: 184 A Takarau Gorge, Ohariu Valley

Email address: judebest@yahoo.co.nz

This email can be used as an address for service: _____

Mobile number: 0214773064

Home phone number: _____ OR

Work phone number: _____

Additional address for service: _____

Other contact addresses: _____

The landlord must sign here to show that they agree to all the terms and conditions in the tenancy agreement. By signing this agreement, you are entering a legally binding contract.

Signed: _____

Date signed: _____

Tenant details and signature

The parties understand that this agreement is governed by the provisions of the Residential Tenancies Act 1986. For the avoidance of doubt, if your proposed arrangement is excluded under section 5 of the Residential Tenancies Act 1986, by using this agreement you are agreeing to contract into the Residential Tenancies Act 1986 in its entirety, and all of the rights and obligations contained therein will apply.

Tenant's name: Mr R Mistry

Identification type (optional):

☒ Driver's licence

☐ Passport

☐ Other

ID Number (optional): _____

Address for service: _____

Email address: _____

☒ This email can be used as an address for service.

Mobile number: 0210376244 or Anita. (Daughter

Home phone number: _____ OR

Work phone number: _____

Additional address for service: _____

Handwritten signature in blue ink.

Handwritten signature in black ink.



Other contact addresses:

51 Ironside Road
Johnsonville

Is the tenant aged 18 or over? This contract may not be enforceable for a tenant under the age of 18 (a minor). The Contract and Commercial Law Act 2017 may apply.

☒ Yes

The tenant must sign here to show that they agree to all the terms and conditions in the tenancy agreement. By signing this agreement, you are entering a legally binding contract.

Signed:  R.R. Misry

Date signed: _____

Rent, bond and bills

Rent details

The following rules apply to rent:

- Tenants must pay the rent on time as agreed in the tenancy agreement.
- Landlords can't require rent to be paid more than 2 weeks in advance, or until the rent that has already been paid has been used up.
- 60 days' written notice must be given for rent increases.
- Rent must not be increased within 12 months of the start of the tenancy, and not within 12 months of the last rent increase.
- For rent to be increased during a fixed-term tenancy, it must be stated in the tenancy agreement, and must not have been increased in the last 12 months.

The weekly rent amount is 432.00, and will be paid:

☒ weekly.

The first rent payment is due on _____

Select if required

☒ The rent will be paid in advance.

The rent will be paid by:

☒ Bank transfer

The bank account number for rent payments is 02-0628-0014643-000

Bond details

The following rules apply to bonds:

- Bonds are not compulsory, but a landlord may require a general bond of up to 4 weeks' rent and a pet bond of up to 2 weeks' rent.

 



- Landlords who charge a bond must lodge it digitally with Tenancy Services. If the bond is paid to the landlord, it must be lodged with Tenancy Services (part of the Ministry of Business, Innovation & Employment) within 23 working days of the landlord receiving it.
- Receipts must be given for bond payments.
- If the property is sold during the tenancy, the landlord's rights to the bond transfer to the buyer of the property.
- The bond can be claimed for any damage or loss to the landlord if the tenant does not meet their obligations. It does not cover the ordinary wear and tear associated with living in the property. The landlord must not claim an amount from the bond that exceeds what the tenant is liable for.

The general bond amount for this property is:

☒ 2 weeks' rent

\$ 800 + \$800 = \$1600

The pet bond amount for this property is:

☒ 2 weeks' rent

Rent increases

- The landlord may increase the rent during the fixed term tenancy. No increase will take effect within 12 months from the commencement of the tenancy, or within 12 months of the last rent increase. 60 days' written notice of any increase will be provided to the tenant.

Bills and meter readings

The tenant is responsible for any costs that are a direct result of living in the property (eg internet, electricity, or water usage). These costs must be able to be attributed entirely to the tenant.

The landlord is responsible for paying most other costs associated with the property itself (eg council rates, or fixed waste water charges). The landlord is also responsible for any utilities or bills that are shared with other tenancies/properties, if each tenancy's actual usage cannot be determined.

These readings were taken at the beginning of the tenancy, on _____:

- ☒ Water: _____
- ☒ Gas: _____
- ☒ Electricity: _____

General responsibilities

Landlord responsibilities

The landlord must:

- Provide the tenant with a signed copy of this agreement before the start of the tenancy.
- Notify the tenant(s) within 10 working days if any of your contact details change.
- Provide and maintain the premises in a reasonable condition.

DM *JB*



- Allow the tenant quiet enjoyment of the premises.
- Comply with all building, health and safety requirements that apply to the premises.
- Pay rates and any insurance taken out by the owner or landlord.
- Inform the tenant of any changes to the information in the insurance statement within a reasonable time.
- Respond in writing within 21 days to accept a tenant's request to make a minor change to their rental property.
- Respond in writing within 21 days to a tenant's request for consent to keep a pet.
- Agree to tenant requests to install fibre broadband if it can be installed at no cost to them and the exemptions under the Residential Tenancies Act do not apply.
- Inform the tenant if the property is on the market for sale.
- Appoint an agent if leaving New Zealand for more than 21 consecutive days. Notify the tenant immediately of the agent's details, including the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service. If a bond is lodged, you must also notify Tenancy Bond Services immediately of the change.
- Not seize the tenant's goods for any reason.
- Not charge the tenant a letting fee.
- Not interfere with the supply of any services to the premises.
- Provide ceiling and underfloor insulation that meets minimum standards, unless they meet an exception.
- Meet all other requirements of the Residential Tenancies Act, as well as any other relevant and applicable laws.

If the landlord is in breach of these responsibilities, the tenant has several options for resolving the issue. Visit www.tenancy.govt.nz/disputes for more information.

If the tenant breaches this agreement or the Residential Tenancies Act, the landlord must take all reasonable steps to limit the damage or loss arising from the breach.

Please refer to the [Residential Tenancies Act 1986](#) for the complete provisions.

Tenant responsibilities

The tenant(s) must:

- Pay the rent on time.
- Keep the premises reasonably clean and tidy.
- Notify the landlord as soon as any repairs are needed. The tenant(s) must not stop paying rent while waiting for repairs to be done.
- If a maximum number of occupants is stated in the tenancy agreement, that number must not be exceeded.
- Use the premises primarily for residential purposes.
- Pay all electricity, gas, telephone and metered water charges.
- Not damage or allow damage to the premises, and inform the landlord of any damage as soon as possible.
- 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.



- Meet all other requirements of the Residential Tenancies Act, as well as any other relevant and applicable laws.
- Leave the property reasonably clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- Leave all keys or similar with the landlord at the end of the tenancy.
- Leave all chattels supplied with the tenancy.

If the tenant(s) are in breach of these responsibilities, the landlord has several options for resolving the issue. Visit [tenancy.govt.nz/disputes](https://www.tenancy.govt.nz/disputes) for more information.

If the landlord breaches this agreement or the Residential Tenancies Act, the tenant must take all reasonable steps to limit the damage or loss arising from the breach.

Please refer to the [Residential Tenancies Act 1986](#) for the complete provisions.

Smoke alarms

Landlords must make sure working smoke alarms are installed in all rental premises. These must meet the requirements set out below. Landlords that don't comply are committing an unlawful act.

Tenants also have responsibilities for smoke alarms, which are set out below. Tenants that don't comply are committing an unlawful act.

Landlords must ensure:

- There is at least one working smoke alarm in each bedroom or within three metres of each bedroom door. This applies to any room a person might reasonably sleep in.
- There is at least one working smoke alarm on each storey or level (even if no one sleeps there).
- There is at least one working smoke alarm in any caravan, sleep-out or similar.
- None of the smoke alarms have expired or are passed the recommended replacement date.
- Alarms installed after 1 July 2016 (other than hard-wired systems) are long-life photoelectric smoke alarms that have a battery life of at least eight years and meet the standards required.
- All smoke alarms are properly installed in accordance with manufacturer's instructions and are working at the start of each new tenancy.

Tenant(s) must:

- Not damage, remove, or disconnect a smoke alarm or its batteries, unless they are replacing worn batteries.
- Replace batteries during the tenancy as needed (if there are smoke alarms with replaceable batteries).
- Let the landlord know if there are any problems with the smoke alarms as soon as possible.

Record keeping

- Receipts must be given for bond payments.
- Receipts must be given immediately if the rent is paid in cash.
- Records of all rent payments and any bond payments must be kept for 7 tax years after the end of the tax year to which they relate.
- Landlords must keep records that relate to their compliance with the healthy homes standards.
- Landlords must keep tenancy agreements (and any variations or renewals), maintenance and repair records, notices or correspondence with the tenant in relation to the tenancy, and any inspection reports.



Access and Inspections

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. This entry must be between 8am and 7pm with at least 24 hours' notice.
- for complying with, or preparing to comply with, any requirements relating to smoke alarms or the healthy homes standards. This entry must be between 8am and 7pm, with at least 24 hours' notice.
- for an inspection of the property or work done by the tenant. This entry must be between 8am and 7pm with at least 48 hours' notice (but no more than 14 days' in advance). Inspections can't be done more often than once every four weeks.
- to test for methamphetamine contamination (or other prescribed contaminants). This entry must be between 8am and 7pm with at least 48 hours' notice (but no more than 14 days' in advance).
- with the tenant's prior consent, to show the property to prospective tenants, purchasers, registered valuers, real estate agents or other experts appraising the premises. Consent may not be unreasonably withheld, but the tenant may set reasonable conditions.
- to provide services that were agreed to under the tenancy agreement, following any conditions that were set out.

Quiet enjoyment

- The landlord will allow the tenant quiet enjoyment of the premises and will respect the peace, comfort and privacy of the tenant(s).
- The tenant(s) will respect the peace, comfort and privacy of the neighbours and the landlord's other tenants.

Locks

Locks will be provided and maintained in a secure state by the landlord. Locks can only be changed with the agreement of both the landlord and tenant(s).

Inspections

The landlord will aim to complete regular inspections every Three Months. The landlord may carry out more regular inspections if they feel it is needed.

Note: Inspections can't be done more frequently than once every four weeks.

Initial property inspections

The landlord and tenant will carry out an initial property inspection, recording the condition of the rental property and listing any furniture and items that are included. Both the landlord and tenant will sign the property inspection report, and once completed it will be attached to the tenancy agreement.



A template for this inspection is available from the Tenancy Services website: tenancy.govt.nz/initial-inspection

Communications

Notices

Both the landlord and tenant will comply with the requirements for serving notices, and allow for additional time required for it to be delivered to the other party before the notice period starts. More information is available from tenancy.govt.nz

Notices can be:

- hand delivered in person.
- placed in the letterbox or attached clearly to the door.
- sent to the address for service listed on the tenancy agreement.
- sent to a PO Box, email address or fax number (if it is listed on the agreement as an additional address for service).

Notice to end a tenancy

Notice cannot be given to end a fixed term tenancy early. The tenancy can be ended early if:

- the property is unlawful for residential purposes, or
- the Tenancy Tribunal terminates the tenancy or reduces the fixed-term, or
- both parties agree in writing to end the tenancy early.

If the property is unlawful for residential purposes, the tenant can terminate the tenancy with at least two days' notice.

If the fixed-term is for longer than 90 days, the tenancy will automatically become a periodic tenancy when it ends unless:

- the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act 1986 for terminating a periodic tenancy with the required notice period
- the tenant gives written notice (no reason is required) at least 21 days before the end of the tenancy of their intention to not continue with the tenancy, or
- before the expiry of the tenancy, both the landlord and the tenant agree to extend, renew, or end the fixed-term tenancy.

The fixed-term tenancy may also be ended early under any other provision of the Residential Tenancies Act 1986 that may apply.

Withdrawal from a tenancy following family violence

Any tenant who experiences family violence during a tenancy can remove themselves from the tenancy by giving the landlord at least 2 days' notice in writing in the approved form with qualifying evidence that family violence has occurred during the tenancy. This applies to both fixed-term and periodic tenancy agreements.

[More information on withdrawing from a tenancy following family violence.](#)



Ending a tenancy for physical assault by tenant

The landlord can give at least 14 days' notice in writing in the approved form to terminate a tenancy, if the tenant has physically assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and the Police have filed a charge against the tenant in respect of the physical assault. Landlords will need to provide qualifying evidence of the charge being filed.

[More information on ending a tenancy for physical assault by tenant](#)

Disputes

The landlord and tenant can apply to the Tenancy Tribunal to resolve disputes between them relating to the tenancy. The landlord and tenant will raise concerns with each other and, where appropriate, attempt to resolve their dispute by reaching an agreement.

If they are able to reach an agreement they may choose to have that agreement formalised as a mediators' order by using the FastTrack mediation service provided by Tenancy Services.

If the landlord and tenant are unable to reach an agreement, then either party may apply to the Tenancy Tribunal to have the matter resolved. This process could include the provision of mediation services provided by Tenancy Services, if both parties agree to mediate. A mediator will attempt to help both parties to reach an agreement.

If an agreement cannot be reached, or the matter is not suitable for mediation, the dispute will be determined by the Tenancy Tribunal.

Examples of the sorts of orders the Tenancy Tribunal can make if applied for are: work orders, monetary orders, bond refund orders, access orders, compensation orders, exemplary damages orders, termination orders or possession orders.

Additional clauses

Subletting and assignment

- The tenant must not sublet the tenancy or part with possession (excluding assignment). Assignment is permitted only with the landlord's written consent. Consent may not be unreasonably withheld. The tenant shall not use the premises for any type of short-term accommodation purposes without the written permission of the landlord.

Pets

The tenant has not requested consent from the landlord to keep a pet at the property. If the tenant wants to keep a pet, they must obtain consent from the landlord.

Required statements

Insurance statement

There is insurance covering this rental property that is relevant to the tenant's liability for damage to the premises.

- 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 insurance policy relevant to the tenants' liability



for damage to the premises. They must also inform the tenant in the statement that a copy of their insurance policy is available on request.

- If requested, landlords must provide tenants with this insurance information within a reasonable timeframe.
- Landlords must provide any updates or changes to insurance information within a reasonable timeframe.
- If tenants cause careless damage to the rental property, they are liable for the cost of the damage up to 4 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 4 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.
- If there is a pet living at the property, all tenants are fully responsible for any pet-related damage that is more than fair wear and tear. This includes damage resulting from keeping a pet.

Name/type of policy: Tes B Investments LTD/ Material Damage, Business Interruption, Public and Statutory Liability

Name of insurer: NZI Insurance

Excess amount: \$1,000.00

The insurance policy for this property is available to the tenant on request.

If these insurance details change, the updated information must be provided to the tenant within a reasonable time.

Healthy homes compliance / Insulation statement

The signed healthy homes standards compliance statement is attached to this agreement separately.

Healthy homes statement – Heating standard

No heating exemption applies



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.