



Department of
Building and Housing

Te Tari Kaupapa Whare

ENDORSED

New Zealand
TENANTS
Organisations



Residential Tenancy Agreement

This tenancy agreement has been approved for use by The Office of the Tenancy Tribunal.

0800 83 62 62
0 8 0 0 T E N A N C Y

| www.tenancy.govt.nz

HOW TO USE THIS AGREEMENT

- 1 All tenancy agreements must be in writing.
- 2 This agreement has a carbon backing to create a duplicate copy. Write on a firm surface to ensure the copies are readable, or complete this form online at www.tenancy.govt.nz
- 3 The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
- 4 This agreement must be completed in full and the tenant and landlord each keep a copy.
- 5 The rights and obligations set out in the Residential Tenancies Act 1986 are implied in every residential tenancy agreement (see the back of this agreement for a brief outline).
- 6 No terms or conditions added to this agreement are valid if they are contrary to the Residential Tenancies Act 1986.
- 7 Before signing this agreement all parties should carefully read it and seek advice from the Department of Building and Housing if they are unclear about what they are agreeing to.
- 8 If a bond is paid, a Bond Lodgement form must also be completed.
- 9 Bonds must be lodged with the Department of Building and Housing within 23 working days of being paid.
- 10 Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993.*
- 11 The tenant may be required to pay any fee or other charge for services provided by any solicitor or real estate agent relating to the granting of the tenancy.
- 12 If there is a problem between the tenant and landlord, and they can't agree, the Department of Building and Housing can help sort it out. Call us for free advice on 0800 83 62 62.

* 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.

Landlord details

Name(s)

This section must be filled in

Address for service (not a PO Box number). Please refer to back of form

Phone (Wk) (Hm) (Mobile)

Other contact address(es) Email

Tenant details

Name(s)

Identification Drivers licence Passport Other Write ID Number:

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

Address for service (not a PO Box number). Please refer to back of form

Phone (Wk) (Hm) (Mobile)

Other contact address(es) Email

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

Tenancy details

Address of tenancy

Rent per week To be paid in advance, weekly/fortnightly (Strike out one option)

Bond amount \$

Rent to be paid at

Or into Bank Account No.

Account name

Branch Bank

The landlord and tenant agree that

1. The tenancy shall commence on _____

Choose one of the following options and strike out the other:

2. This is a periodic tenancy and may be ended by either party giving notice as required under the Residential Tenancies Act 1986
OR

This tenancy is for a fixed term, cannot be terminated with notice and will terminate on _____

Strike out the bold section if it is not applicable:

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

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

Strike out one of the following options:

5. The tenant **shall/shall not** pay for any metered water provided to the premises

6. Other terms of this tenancy eg, pets, number of tenants (Please continue on a separate sheet if necessary)

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 the back page of this agreement.

Signed by _____

Signed by _____

Date signed _____

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.

0800 83 62 62
0 8 0 0 T E N A N C Y

www.tenancy.govt.nz

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.

2. Address for service

The address for service is an address in New Zealand where notices and other documents relating to the tenancy will be accepted by you, or on your behalf, even after the tenancy has ended. It is good if your address for service is different from your tenancy address. The address for service cannot be a post office box.

3. Rent

- Landlords shall not require rent to be paid more than 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 180 days of the start of the tenancy or the last rent increase.
- Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- Receipts must be given immediately if rent is paid in cash.

4. Bond

- A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- Bonds must be lodged with the Tenancy Services Centre within 23 working days of being paid.
- Receipts must be given for bond payments.
- If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.
- The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear.

5. Landlord's responsibilities

- Provide and maintain the premises in a reasonable condition.
- Allow the tenant quiet enjoyment of the premises.
- Comply with all building, health and safety standards that apply to the premises.
- Pay rates and any insurance taken out by the landlord. *
- Not seize the tenant's goods for any reason.
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.

6. Tenant's responsibilities

- Pay the rent on time.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done. Seek advice from Tenancy Services (0800 83 62 62).
- Use the premises principally for residential purposes.
- Pay electricity, gas and telephone charges.
- Pay for water supplied to the premises if:
 - (a) it is stated in the tenancy agreement that the tenant shall pay water charges; and
 - (b) the premises has its own water meter; and
 - (c) the water supplier charges for water on the basis of metered usage.
- Not damage or permit damage to the premises, and to inform the landlord of any damage.*
- Not disturb the neighbours or the landlord's other tenants.
- Not alter the premises without the landlord's written consent.
- Not use the property for any unlawful purpose.

- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.
- If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

7. Rights of entry

The landlord shall enter the premises only:

- with the tenant's consent at the time of entry
- in an emergency
- for repairs or maintenance, from 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 or a registered valuer. Consent may not be unreasonably withheld but reasonable conditions may be imposed.

8. Subletting and assignment

If not expressly prohibited by the landlord, the tenant may sublet or assign with the landlord's prior written consent. Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.

9. Locks

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.

10. Notice to terminate tenancy

NB: This does not apply to fixed-term tenancies. In all cases, the tenant must give the landlord 21 days' notice in writing. The landlord may give 42 days' notice in writing if:

- (a) the landlord has an agreement to sell the premises with vacant possession; or
- (b) the premises are required for occupation by the landlord or a member of the landlord's family; or
- (c) the premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

In other cases, the landlord must give 90 days' notice in writing.

11. 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 10 working day notice to remedy a breach.

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.

12. 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.

*Any insurance taken out by the landlord is unlikely to cover the tenant's liability for damage.