

Residential Tenancy Agreement

(Section 13 Residential Tenancies Act 1986)

Landlord Details

Independent Property Services (acting as Agent)
411 Sawyers Arms Road
Harewood
Christchurch Ph (03) 360 3912 Cell 027 230 7698

Tenant Details

Name:

Date of Birth

Current phone number:

Contact Address:

Address for Service:

Name & ph no:

Is any tenant under the age of 18? Yes/No Number of Children

Tenancy Details

Address of property:

Rent per week \$ (to be paid in advance, weekly/fortnightly)

Bond Amount \$

Rent to be direct credited into IPS Trust Account – *We require a reference on your Automatic Payment – e.g. (number of your property you are renting)*

Bank: ANZ Account Number: 01 0797 0461962-02

The Landlord and Tenant Agree That:

1. The tenancy shall commence on:
 2. This is a periodic tenancy and may be ended by either party giving notice as required under the residential tenancies Act 1986
- OR**
3. This tenancy is for a fixed term , cannot be terminated with notice and will terminate on:and to continue as a periodic tenancy agreement.

4. The tenant shall not assign or sublet the tenancy.
5. This tenancy is subject to the Residential Tenancies Act 1986
6. The tenant agrees to have carpets commercially cleaned upon exiting property and produce a receipt to I.P.S (Rug doctor is not acceptable)
7. The Tenant agrees to the following:
 - No more than ____ people to live permanently at this property at any one time
 - NO** Pets allowed. No smoking inside property
 - No Sellotape, blue tack, pin/nails to be used in/on walls.
 - Proper picture hooks to be used up to a maximum of five/eight and existing ones to be used first.
8. No gas heaters to be used unless with a dehumidifier. All open fires, wood burners, gas fires or any other form of heating are not in working order and are NOT to be used unless stipulated by I.P.S.
9. All rental payments are to be by automatic payment and the address of the rental property is to be used as a reference through the bank when setting up payments.
10. 21 days notice to vacate property given by tenant will only be accepted in writing. Notice starts only when this is received at the office of I.P.S. This is only for tenants on a Periodic Tenancy.
11. Any matters concerning tenancy beyond the required standard maintenance repair, ask for in writing. This will avoid confusion with “maybe” and “definitely”.
12. Property Inspections are every three months. When an appointment is confirmed with the tenant and if the tenant/s are not there on that date specified then there will be a charge of \$25.00 plus GST to the tenant as a charge for lost time for I.P.S. the same applies for a contractor. If there has been mutual agreement with regards to an appointment and the tenant/s are not on site and the contractor charges a call out fee this WILL be charged to the tenant/s
13. The tenant agrees to keep the garden free from weeds and keep small plants/shrubs trimmed and all lawns cut and kept tidy.
14. If the Tenant requests for any reason for this Tenancy Agreement to be cancelled it is at the sole discretion of I.P.S. to make this decision and at the sole discretion of I.P.S. whether there are any costs associated with this.
15. All Tenancy Agreements are subject to a credit check and references being checked and accepted by I.P.S.

Signatures for Tenancy Agreement

The landlord and tenant must sign here to show that each party 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. **I agree to and have read and fully understand the meaning of this agreement.**

Signed By _____

Signed By _____

Date Signed: _____

Date Signed: _____

Rent and Bond Receipt

Initial rent payment (\$) _____

Bond (\$) _____

Total (\$) _____

To (name) Independent Property Services _____

Date paid / /

Signed as received _____

SAMPLE ONLY

Property Inspection Report

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

Room & Item	Acceptable condition		Damage or defects
	L/L	Tenant	
<i>Lounge</i>			
Walls/Doors			
Lights/Power points			
Windows/coverings			
Floor/FI coverings			
<i>Kitchen/Dining</i>			
Walls/Doors			
Lights/power points			
Floors/FI Coverings			
Windows/coverings			
Cupboards			
Sink/benches			
Oven			
Refrigerator			
<i>Bathroom 1</i>			
Walls/Doors			
Lights/Power point			
Floors/FI coverings			
Windows/coverings			
Mirror/cabinets			
Bath/shower			
Washbasin			
Toilet			
<i>Bathroom 2</i>			
Walls/Doors			
Lights/Power point			
Floors/FI coverings			
Windows/coverings			
Mirror/cabinets			
Bath/shower			
Washbasin			
Toilet			
<i>Bedroom 1</i>			
Walls/Doors			

Lights/powerpoints			
Floors/fl coverings			
Windows/covering			
<i>Bedroom 2</i>			
Walls/Doors			
Lights/powerpoints			
Floors/fl coverings			
Windows/covering			
<i>Bedroom 3</i>			
Walls/Doors			
Lights/powerpoints			
Floors/fl coverings			
Windows/covering			
<i>Bedroom 4</i>			
Walls/Doors			
Lights/powerpoints			
Floors/fl coverings			
Windows/covering			
Laundry			
Walls/doors			
Lights/powerpoints			
Floors/fl coverings			
Windows/coverings			
Wash machine/tub			
<i>General</i>			
Rubbish bins			
Locks			
Garage/car port			
Grounds			
No. key supplied			

SAMPLE ONLY

List of furniture and chattels (provided by the landlord) Stove Dishwasher, two gas fires and gas bottles.
 Signatures for Property Inspection Report (**do not sign unless you agree to all the details in this report**)

Signed by _____ Date Signed _____
 (landlord)

Signed by _____ Date Signed _____

(tenant)

SAMPLE ONLY

Outline of the provisions of the Residential Tenancies Act 1986

Agreement

Each party should retain a copy of the tenancy agreement
Changes in the particulars of either party must be notified to the other party within 10 working days.

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 behalf, even after the tenancy has ended.

The address for service cannot be a post office box

Rent

Landlords shall not require rent to be paid more than two weeks in advance, nor until rent already paid has been used up

60 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

For rent to be increased in a fixed term tenancy, it must be stated in the tenancy agreement.

A tenant may only be charged rent, bond and solicitor's or real estate agents fees for setting up or assigning the tenancy.

Receipts must be given if rent paid in cash.

Bond

The bond covers any damage or loss to the landlord if the tenants obligations are not met, but does not cover fair wear or tear.

Bonds must be lodged with the Bond centre within 23 working days of being paid.

If the property is sold, the landlords rights with regard to the bond pass to the purchaser of the property.

Receipts must be given for bond payments

Landlord responsibilities

Provide and maintain the premises in a reasonable condition
Comply with building, health and safety issues

Pay rates and house insurance

Inform the tenant if the property is on the market for sale

Tenant responsibilities

Pay the rent on time

Keep the premises reasonably clean and tidy, notify the landlord as soon as any repairs are needed.

Use the premises principally for residential purposes

Pay electricity, gas and telephone charges

Not damage or permit damages to the premises

Not alter the premises without the landlords 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.

Not to exceed maximum number allowed of tenants stated in agreement.

Rights of entry

The landlord shall enter the premises only:

With the tenants consent at the time of entry in an emergency

For repairs or maintenance, from 8am to 7pm, after 24hrs notice

For an inspection of the property or work done by the tenant from 8am to 7pm after 48 hours notice

With the tenants prior consent to show the premises to prospective tenants, purchasers or a registered valuer.

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.

Locks

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

Should be provided and maintained in a secure state by the landlord.

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:

The landlord has an agreement to sell the premises with vacant possession.

The premises are required for occupation by the landlord or a member of the landlord's family; or

The premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

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

Termination by Tribunal

The landlord may apply to the Tenancy Tribunal for a termination order where:

The rent is 21 days in arrears

The tenant has caused or threatened to cause substantial damage to the premises.

The tenant has assaulted, or threatened to assault, the landlord a member of the landlords family or a neighbour.

The tenant has failed to comply with a ten day notice to remedy a breach.

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