

TENANCY AGREEMENT

LANDLORD: Landlords Full Name:		
Full address being address for service:		
Occupation:	Phone:	Mobile:
TENANT: Tenants Full Name:		
Full address being address for service:		
Occupation:	Phone:	Mobile:
ADDRESS OF PREMISES:		
INITIAL RENT: \$ per week payable weekly/fortnightly in advance by automatic Bank Order (or as otherwise directed by the Landlord).		
BOND: \$		
COMMENCEMENT DATE OF TENANCY:		
TERM OF TENANCY: A fixed term tenancy terminating on (date) (delete one) A periodic tenancy, that is a tenancy with no fixed term.		
MAXIMUM NUMBER OF PERSONS WHO MAY RESIDE IN THE PREMISES:		
NEXT OF KIN:	Phone:	Mobile:
PETS PERMITTED: NIL		
CHATELS: (attach list, if necessary)		
GENERAL CONDITIONS: as set on the reverse hereof		
SPECIAL CONDITIONS: 1) Following notice to vacate, the tenant agrees to allow the Landlord/Agent, reasonable access to show prospective tenants through the property. 2) Attachment - Special Conditions Attachment.		

BOND (as above)	\$
PLUS First rent payment	\$
Letting fee (incl GST)	\$
DUE BY TENANT ON SIGNING:	\$
Date:	

I OFFER TO RENT

the premises on these terms and conditions

.....
(Signature of Tenant)

ACCEPTED

on behalf of the owner Per.

.....
(Signature)

PLEASE READ CAREFULLY PRIOR TO SIGNING THIS RESIDENTIAL TENANCY AGREEMENT

SPECIAL CONDITION ATTACHMENT CLAUSE 2

RENT:

Must always be paid ahead of time. Should you go into arrears please note that we will seek immediate termination of this lease through the Tenancy Tribunal. If for some reason rent will be paid late, contact our office immediately to avoid us taking action.

BOND:

This can not be used as rent and a refund will be negotiated by mutual agreement between the tenant and the landlord at the end of the tenancy.

CONDITION REPORT:

It is the tenants responsibility to fill out and sign the attached Property Inspection report within 5 days of the tenancy start date. Any defects or damage to the property is to be noted on the attached form to prevent disputes at a later time. If we do not receive the Inspection report back it is deemed that property is in excellent order without any defects or damage of any kind.

KEYS:

Any lost keys are the tenant's responsibility to replace. All keys must be handed in to this office in date of termination. Failure to do this will mean we will have no option but to engage a locksmith to change the locks and the tenant will be required to pay for this.

INSPECTIONS:

We carry out inspections approximately every three months on a rostered system. You will be sent adequate notice of this regarding access. Should we not receive notification from you regarding access we will use our office keys to gain access.

TELEPHONE:

Please advise this office of your new phone number for maintenance and emergency reasons.

WINDOWS:

The tenant shall replace all broken windowpanes, mirrors and light shades in the property if such damage is caused intentionally or by neglect.

WALLS:

The tenant shall not paint, drive nails or screws into walls or affix any kind of adhesive tape or glow type shapes, or in any way deface the walls, ceilings, floors, wood, stone or ironwork.

RUBBISH:

The property is to be kept in a generally tidy condition and with no rubbish accumulated, eg. Empty bottles to be removed regularly.

GARDENS:

Lawns are to be kept mown and garden weeds to be kept to a minimum. No trees or shrubs are to be removed without permission from the landlord.

TERMINATION:

21 days notice in writing is required by all tenants. Once notice has been given the tenant agrees to allow reasonable access to show prospective tenants through the property.

Signed:

TENANT Date

LANDLORD Date

GENERAL CONDITIONS

(Any alteration should be recorded under "Special Conditions")

MAINTENANCE OF GROUNDS	The Tenant shall keep the gardens and grounds of the premises in a reasonably tidy condition and regularly cut the lawns and hedges (if any).
RENOVATIONS:	The Tenant shall not make any renovation, alteration or addition to the premises without the Landlord's consent.
ASSIGNMENT:	The Tenant shall not assign, sub-let or part with possession of the premises and the chattels (if any) or any part thereof during the terms of the tenancy.
CHATELS:	The Tenant shall not remove any chattels from the premises and shall replace any damaged or lost chattels with others of like value.
KEYS:	The Tenant shall deliver the keys for the premises to the address of the Landlord by not later than 12 noon on the day the premises are vacated by the Tenant.
SERVICES OF NOTICES:	The address of the Landlord shall be the Landlord's address for service. The address of the premises shall be the Tenant's address for service.
FEES:	The Tenant shall pay the letting fee of any Real Estate Agent or charge for services rendered by any Solicitor relating to the grant of this tenancy (including GST).

THE RESIDENTIAL TENANCIES ACT 1986

RIGHTS AND RESPONSIBILITIES

This is a brief outline of the provisions of the Residential Tenancies Act.

AGREEMENT

Each party is entitled to a signed copy of the Tenancy Agreement and any amendments to it.

RENT

- not more than two weeks rent in advance.
- any rent increase shall be notified in writing, 60 days in advance and not less than 180 days since the last increase.
- a receipt must be given unless payment is made through an automatic bank account or by a non-negotiable personal cheque.

BOND

- not more than four weeks rent.
- held by the Tenancy Bond Office.
- released if both the landlord and tenant agree or by ruling of the Tenancy Tribunal.

NOTICE TO TERMINATE

Notice to terminate can only be given where there is a periodic tenancy, not a fixed term tenancy.

- landlord shall give 90 days notice unless he/she needs the premises for own uses, an employee's use or selling in which case 42 days notice will be given.
- tenant shall give 21 days notice.
- notice shall be in writing.

IMMEDIATE TERMINATION

The landlord may get immediate termination in any case where:

- rent is 21 days in arrears.
- the tenant has caused or threatened to cause substantial damages to the premises.
- the tenant has assaulted or threatened to assault the landlord, a member of the landlord's family, or a neighbour.

Immediate termination is only enforceable with a possession order after a Tenancy Tribunal hearing.

LOCKS

Locks shall not be changed without the consent of the other party.

RESPONSIBILITIES

(i) Landlord

- provide and maintain the premises in a reasonable state of repair.
- pay insurance, land tax, rates, and the minimum charge for water.
- shall not interfere with the tenant's quiet enjoyment of the premises.

(ii) Tenant

- keep the premises clean and tidy and notify the landlord of any repairs needed.
- unless otherwise agreed, pay electricity, gas telephone, and water bills in excess of the minimum charge.
- shall not disturb the neighbours.
- shall not damage or permit damage to the premises.
- shall not make any alterations to the premises without the landlord's written consent.
- ensure that the premises are occupied principally for residential purposes.
- leave the property clean and tidy and clear of rubbish.

RIGHTS OF ENTRY

Landlord can only enter the premises with

- the tenant's agreement.
 - in an emergency.
 - 24 hours notice for inspection.
- Entry shall be between 8.00 am and 7.00 pm.

DISPUTES

In the case of a dispute or breach of agreement both the tenant and/or the landlord can approach the Tenancy Bond office of the Housing Corporation for advice and mediation.