

RESIDENTIAL TENANCY AGREEMENT

Landlord (as agent for the Owner):Address of registered office:
Address for service:**The Rent Centre Ltd****18 Bell Street, Wanganui**
18 Bell Street, Wanganui**Name of person responsible for tenancy:****LES GOULD Ph: 06 345 0803 Bus or 021 745 313 A/hrs**

Status of Landlord (if other than owner):

Agent

For A/hrs Maintenance call:**Tony Gnida Ph: 06 348 4933 A/hrs or 027 497 5445 Mobile****TENANT(s):**

Full name (s): _____

Phone (s) Bus: _____ A/hrs: _____ Mobile: _____ Fax: _____

Address for Service (not a P O Box and if different from the Tenancy Address below): _____

Contact Address (not a P O Box and if different from the Tenancy Address below): _____

ADDRESS OF PREMISES: _____ **WANGANUI****RENT PER WEEK: \$ _____ Payable: Weekly Fortnightly in ADVANCE****Rent to be paid to: THE RENT CENTRE LTD into Bank Account No: 02 0792 0048335 00 - The Rent Centre Ltd****BOND: \$ _____****COMMENCEMENT OF TENANCY: ____/____/____ NEXT RENT PAYMENT IS DUE ON: ____/____/____****TERM OF TENANCY:** (delete one) • A periodic tenancy, that is a tenancy with no fixed term.

• A fixed term tenancy terminating on ____/____/____ (date) being a tenancy that cannot be terminated by notice within the period of the tenancy. Tenant (s) Initials: _____

MAXIMUM NUMBER OF PERSONS WHO MAY RESIDE IN THE PREMISES (including the tenant): () adults () children**Tenant under 18 years of age? YES NO - Pets Permitted? YES NO (see under) - Smoking Permitted? YES NO****Dogs: YES NO Breed: _____ How Many? () _____ Inside Outside****Other Pets: _____****General Conditions:** As set on reverse hereof.**Chattels: (attach list if necessary)****Water Charges:** To be paid by the tenant. (Refer Tenants responsibilities as set out on reverse hereof).**Rubbish Removal:** The tenant (s) is responsible for the removal of all household refuse (including lawn & garden clippings) and the payment of all Rubbish Stickers.**Liability: *Tenants are jointly and severally liable for debts arising from this tenancy.*****SPECIAL CONDITIONS: (delete non applicable)**

1. The tenant(s) agree that at the end of the tenancy the house and grounds will be left in a reasonably clean and reasonably tidy condition. This may include the commercial cleaning of the carpets, at their own expense, and the treatment for fleas if pets have been on the premises.
2. The property is on the market and the tenant (s) agree to keep the property in a clean and tidy condition and allow for inspections and open homes, with the Sales Agent, at all reasonable times.
3. No dogs (or other pets) are allowed on the property.

I OFFER TO RENT the premises on these terms and the General Conditions 1 to 6 inclusive as over page:

Signature of Tenant (s)

ACCEPTED on behalf of the Owner

Per _____

Date: ____/____/____

BOND (as above)	\$ _____
Less	\$ _____
Transfer from Bond Centre	\$ _____
Tenant's Bond Payment	\$ _____
PLUS:	
First Rent Payment	\$ _____
Letting Fee	\$ _____
DUE BY TENANT UPON SIGNING:	_____

GENERAL CONDITIONS

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

- 1. 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). Please remove it from property.
- 2. RENOVATIONS:** The Tenant shall not make any renovation, alteration or addition to the premises without the landlord's written consent.
- 3. 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 term of the tenancy.
- 4. CHATTELS:** The Tenant, at the end of the tenancy, shall leave in or at the premises, any chattels provided by the Landlord and be responsible for any loss or damage.
- 5. KEYS:** On termination, the Tenant shall return all keys and security devices provided for the premises, as directed by the Landlord.
- 6. SERVICES OF NOTICES:** As provided by section 136 of the Residential Tenancies Act 1986, including sending to the facsimile number shown over page.

TENANTS please note:

By entering into this agreement you agree that your personal details, and an assessment regarding your fulfilment of basic tenant responsibilities (ie. pay the rent, keep the dwelling and grounds tidy, be considerate of neighbours, leave the dwelling and grounds tidy) may be added to a internet based tenant website, accessible by members (comprising of other property managers and landlords) on a subscription basis. This assessment can only be used for the purpose of evaluating you for future tenancies. Under the Privacy Act 1993 you have the right to see the information held about you by any credit bureau or tenant database, and to correct it in accordance with the Privacy Act. If you wish to view any information we hold about you, send your request to: Tenancy Information. N.Z. Ltd, P O Box 105524, Auckland City, New Zealand.

THE RESIDENTIAL TENANCIES ACT 1986

RIGHTS AND RESPONSIBILITIES

This is a brief outline of the provisions of the Residential Tenancies Act 1986 and does not form part of this agreement.

AGREEMENT

- The landlord must give the tenant a copy of the tenancy agreement and any variations to it.

RENT

- Landlord shall not require more than two weeks rent in advance.
- Any rent increase shall be notified in writing, not less than 60 days in advance and take effect not less than 180 days since the last increase or start of the tenancy.
- A receipt must be given unless payment is made by automatic payment through a bank or by a non-negotiable personal cheque.

BOND

- Not more than four weeks rent.
- Receipt must be given.
- Must be paid to the Bond Centre within 23 working days.
- Released as agreed by the landlord and tenant or by ruling of the Tenancy Tribunal.
- If the property is sold, the landlord's interest in the bond shall pass to the purchaser of the property.

NOTICE TO TERMINATE (N.B. This does not apply to fixed term tenancies.)

- The tenant must give the landlord 21 days written notice in all cases.
- The landlord must give 90 days written notice, except:
The landlord may give 42 days written notice if:
 - (a) the landlord has an unconditional 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. (See section 51 (1) (b) of the Residential Tenancies Act 1986.

TERMINATION

- The landlord may apply to the Tenancy Tribunal for a termination order where:
 - (a) the rent is at least 21 days in arrears
 - (b) the tenant has caused, or threatened to cause substantial damage to the premises
 - (c) the tenant assaulted, or threatened to assault, the landlord, a member of the landlords family, the landlord's agent or neighbour
 - (d) the tenant has failed to comply with a ten day notice to remedy a breach (Including rent arrears).
- A tenant may apply to the Tenancy Tribunal to have the tenancy terminated if a landlord has failed to comply with a 10 working days notice to remedy a breach.

LOCKS

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

MINORS:

If the tenant is under the age of 18 years, special provisions apply (see section 14 of the Residential Tenancies Act 1986).

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 insurance.
- Not seize tenant's goods for any reason.
- Inform the tenant in writing if the premises are on the market for sale.
- Not interfere with the supply of any services to the premises.

TENANT'S RESPONSIBILITIES

- Pay the rent in advance, at all times..
- Keep the premises reasonably clean and tidy.
- Not disturb the neighbours or the landlord's other tenants.
- 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 for water charges; and
 - (b) the premises are separately metered; and
 - (c) the water supplier charges for water on the basis of metered usage.
- Not intentionally or carelessly damage, or permit damage, to the premises, or need for repairs.
- Not alter the premises without the landlord's written consent.
- Not use the premises for any unlawful purpose.
- Leave the premises reasonably clean and tidy, clear of any rubbish and possessions, and return all keys and security devices at the end of the tenancy.
- Not exceed the maximum number of occupants if stated in the tenancy agreement.

RIGHTS OF ENTRY

The landlord shall enter the premises only:

- For inspection of the premises between 8am and 7pm after giving 48 hours notice and not more than once every 4 weeks; or
- With the tenant's consent given at the time of entry; or
- In an emergency; or
- For repairs or maintenance, from 8am to 7pm after 24 hours notice; or
- For an inspection of work done to the premises by the tenant, from 8am to 7pm after 48 hours notice; or
- To show the premises to prospective tenants, purchasers, or a registered valuer, with the tenant's prior consent which may not be unreasonably withheld, but reasonable conditions may be imposed.

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 loss.

DISPUTES

In the case of a dispute or breach of agreement both the tenant and/or landlord should contact Tenancy Services for advice and mediation.