

# Tenancy Agreement

RTA S13A minimum information designated by S.S number.

## TENANCY ADDRESS

**Address** 58 (VAC) Duckplant Road, West Auckland, Auckland **1(c), 1(g)**

## TENANCY TERM

**Term type** Periodic **Start date** 14/01/2020 **1(e)**

## PROPERTY MANAGEMENT FIRM - KNOWN AS THE AGENT FOR THE LANDLORD

**Company / Agent** Aotearoa Management LTD INC **1(a)**  
**Address of service** 1/42, Scanlan, Grey Lynn, this is it, 1234 **1(a)**  
**Contact person** Tim S  
**Contact phone** 093040853 **Contact mobile** MAINMOB  
**Contact email** tim@customd.com **1(aa)**

**Notice to tenants** - The person/firm named in the "Property Management Firm/Agent Details", is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord.

NOTE

## LANDLORD DETAILS, ADDRESS FOR SERVICE, AND CONTACT EMAIL - KNOWN AS THE OWNER / PRINCIPAL / LANDLORD

1(aa),1(ab),1(f)

Grace Liu, C/O Aotearoa Management LTD INC, 1/42, Scanlan, Grey Lynn, this is it, 1234 , 093040853 , MAINMOB

## CHATELS PROVIDED WITH THE TENANCY

1(o)

Heated towel rail

## TENANCY COSTS

<b>Rent</b>	\$250.00	<b>1(j)</b>	<b>Bond</b>	\$500.00	<b>1(j)</b>
<b>Rent frequency</b>	Weekly	<b>1(k)</b>	<b>Rent in advance</b>	\$500.00	
<b>1st rent payment date</b>	30/09/2020		<b>Move in total</b>	\$1,000.00	

## PROPERTY MANAGEMENT COMPANY BANK ACCOUNT

<b>Bank</b>	Main Bank Bank	<b>Account number</b>	11-2222-3333333-445	<b>1(l)</b>
<b>Account name</b>	Main Bank Name on Bank Ac			
<b>Branch</b>	Main Bank Branch	<b>Reference</b>	T122088	

Rent shall be paid weekly in advance up to the termination of the tenancy, direct to the bank account of the agent, details set out above.

## TENANT 1 DETAILS

Name	Tim Ackroyd			1(b)
Cell phone	0226056918	1(ba)	Home phone	
Work phone			Under 18 years old?	<input type="checkbox"/> Yes <input type="checkbox"/> No 1(h)
Email address of service	tim@customd.com			1(bb)
Licence	AB12345 (123)		Passport number	
18+ card number			Extra ID	
Address for Service - Is the tenant(s) address for service the same as the tenancy address?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If no, state address			1(b)	
Emergency contact / duly authorised agent				
Name	Testing			
Phone	12312312		Relationship	Testing
Address	Tesla Place , Totara Vale , Auckland , 0629			

## ADDITIONAL RESIDENTS

Resident 1 details	Bob	Age: 12	Relationship:
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## MAXIMUM RESIDENTS

Maximum number of residents and tenants (combined) to reside at the property must not exceed	2 (Two)
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## VEHICLES

Vehicle 1 details	asdf	Owner: dfsa	Make/Model: test, asdf (dsaf)
Maximum number of vehicles parked on the property must not exceed			1 (One)

## MOVING SERVICES

Electricity

## LIABILITY

## POWER

Meter number	Reading	Date monitored	Liability
			<input type="checkbox"/> Tenant
			<input checked="" type="checkbox"/> Landlord

## GAS

Meter number	Reading	Date monitored	Liability
			<input checked="" type="checkbox"/> Tenant
			<input type="checkbox"/> Landlord

## WATER

Meter number	Reading	Date monitored	Liability
			<input type="checkbox"/> Tenant
			<input checked="" type="checkbox"/> Landlord

GARDENS-Liability

☒ Tenant  
☐ Landlord

LAWNS-Liability

☒ Tenant  
☐ Landlord

## SMOKERS

Smokers allowed? ☐ Yes ☒ No

Pets allowed?

☐

Yes

☒

No

**TERMS & CONDITIONS FOR AGREEMENT**

1. **Agreement** - The Tenant agrees that both the tenancy application form completed by the Tenant form part of this agreement and that the contents of the application form are true and correct.
2. **Applicants Consents** - I agree to the collection, use and disclosure of my personal information for the following purposes, and warrant that I have supplied all information on this form freely, including my drivers licence details and passport details. I agree that any information found through any third party databases that relates to me can also be used for the purposes outlined in this application.
3. **Dangerous substances** - The Tenant agrees neither to keep nor store any heating device or fuel for the same in or about the Property nor to store any potentially combustible substance in on or about the Property unless the storage complies with the Dangerous Goods Regulations 1976. The Tenant agrees not to do anything that would render the Property uninsurable, or cause the insurance premium to be increased.
4. **Jurisdiction** - The parties hereby agree that the Residential Tenancies Act 1986 shall apply to and affect this agreement and the Tenant agrees to rent the premises at the above stated Property.
5. **Liability** - The Tenants hereby agree that they are jointly and severally liable to the Landlord for any debt due to the Landlord and for the performance of any covenants. This includes the giving of notice to end a periodic tenancy. If any Tenant gives notice to end a periodic tenancy, then that notice will be binding on all Tenants.
6. **Purpose** - The purpose for the collection of my information is: (1) - To perform background checks, reference checks and credit checks through the Centrix and Veda credit bureaus to assess if I am the best applicant on merit. I consent that my personal information including debts may be discussed with any personal or work referees. (2) - To add my information to any background, reference and credit checking database. (3) - To allow the Landlord to add a review to a tenancy review database that can be then viewed by other companies and/or Landlords. (4) - To check the Ministry of Justice Fines, Tenancy Tribunal, District Court, High Court, Court of Appeal, Supreme Court, Department of Parole, and New Zealand Police databases. (5) - For debt collection purposes. (6) - To check the Personal Properties Securities Register. (7) - To verify my passport, citizenship, birth certificate details via the Department of Internal Affairs. (8) - To check if my vehicle is stolen. (9) - To check and update a credit bureau. (10) - To check whether I am politically significant. (11) - To update the Tenantcheck system. If you indicate that you would like move-in services to contact you, your contact and credit information will be passed onto them for the purpose of offering and facilitating a moving service. The Property Manager may receive a commission from the moving service if you choose to use this service.
7. **Recipient of Information** - The information is provided by you to the Owner/Landlord/Agent/Property Manager.
8. **Smoke Detectors And Escape From Fire** - The Tenant agrees not to tamper, or attempt to disable, disconnect or interfere in any way with any smoke alarm or any other means of escape from fire, and not to permit any occupant, guest, or visitor to do the same. The Tenant agrees that the Tenant is liable for checking and replacing the smoke alarm batteries. The Tenant agrees to advise the Landlord immediately should the alarm become inoperable for any reason.
9. **Use of Property** - The Tenant agrees to use the Property principally for residential purposes and not use it for any unlawful purpose. The Tenant agrees not to possess or take illegal substances in the Property and not to allow any other occupants, guests or invitees to possess or take illegal substances into the Property or use the Property in any way for any unlawful purpose.
10. **Alterations** - The tenant agrees not to make any significant alterations to the premises. The tenant shall take reasonable care not to damage the walls when hanging pictures. It is recommended the tenant uses suitable picture hooks.
11. **Authorised vehicle parking** - Where the tenant has been allocated specific car parking the tenant agrees that they, their guests and other occupants of the tenancy will use these car parks.
12. **Body Corporate Rules** - If this agreement shall be in respect of a tenancy of an apartment involving the Unit Titles Act 2010 then the rules attached to this agreement bind Tenants provided they do not conflict with rights under the RTA.
13. **Callout Charge** - The Tenant agrees to pay any reasonable callout charge if: • The Tenant does not adhere to prior arrangement for entry • Where no fault is found • The repairs are due to damage or negligence by the Tenant.
14. **Carpets, Drapes and Curtains** - At the conclusion of the tenancy, the tenant agrees to leave the carpets, drapes and curtains to the standard of reasonably clean and tidy. If the carpets, drapes and/or curtains do not meet the standard the landlord may at the landlords discretion have the carpets commercially cleaned and deodorised. The landlord may request the tenant pay the cost of cleaning and deodorising.
15. **Collection Costs** - If, at the end of the tenancy, there is an unsatisfied debt by way of Money Order, the Tenant agrees that the Tenant is liable for and shall pay for all costs of recovery of the Money Order, which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include legal fees, commissions, fees and disbursements, and/or court filing fees and disbursements.
16. **Drains and Wastes** - The Tenant agrees to keep all drains, sink wastes and sanitary appliances clear and free from obstruction.
17. **Excessive Noise** - The Tenant agrees to keep the noise to a reasonable level and be considerate of neighbouring properties, their occupants and other Tenants.
18. **Inspections and Photographs** - The Tenant acknowledges that photographs or videos will be taken to record the condition of the Property. The Tenant agrees to move or cover any personal effects that might be photographed. If the Tenant fails to move or cover any item, then the Tenant agrees to those items being included in any photographic record.
19. **Landlord's Right of Entry** - The Landlord or the Landlord's agent has the right to inspect the Property no more than once every 4 weeks, provided 48 hours notice has been given by the Landlord or 24 hours notice by a tradesman carrying out necessary maintenance.
20. **Light Bulbs** - Keeping the light bulbs in working order for the Property is the Tenant's responsibility. The Tenant agrees to use the correct light bulb for the socket, and for them to all be in working order at the end of the tenancy.
21. **Maximum Numbers** - The Tenant is responsible to restrict the number of occupants residing at the Tenanted Property to the maximum number of occupants specified in the tenancy agreement.
22. **Methamphetamine Testing** - Upon proper notice, the Landlord may enter the Tenanted Property to conduct a test for the presence of methamphetamine, with or without the assistance of an expert.
23. **Outgoings** - The Tenant agrees to pay for all outgoing charges exclusively attributable to the Tenant's occupation including electricity, gas, gas to heat hot water, telephone and internet charges.
24. **Pets** - The Tenant agrees not to keep or feed or allow or permit any other person to keep or feed or allow any pet or other animal on or about the Property unless the Landlord agrees otherwise and modifies this agreement in writing to reflect Landlord's permission.
25. **Property Inspection Report** - At the time of occupation, the Tenant shall complete a Property inspection Report in conjunction with the Landlord or Landlord's agent, expressly detailing the standard of cleanliness and maintenance requirements of the Tenanted Property. Subsequently, if the Report shows the Tenant has not maintained the general upkeep of the Property, the Landlord may issue a 14 day notice to remedy the issue.
26. **Rent Reviews** - The Landlord may review the rent from time to time and may increase the rent in accordance with Section 24 of the Residential Tenancies Act 1986. No increase will take effect within 180 days after the date of the commencement of the tenancy or within 180 days after the date on which the last increase took effect.
27. **Repairs** - The Tenant agrees to notify the Landlord as soon as possible after the discovery of any damage or the need for repairs. The Tenant shall not arrange for any maintenance or repairs without the Landlord's prior consent.
28. **Smoking and Illegal Substances** - The Tenant agrees not to smoke cigarettes, cigars, vaporisers or electronic cigarettes, (recognizing that all can set off smoke alarms) or possess or take illegal substances into the Tenancy Property and not to allow any other occupants, guests or invitees to do any of the above, or to use the Property in any way for any unlawful purpose.
29. **Subletting** - The Tenant shall not, without prior written consent from the Landlord or Property Manager: 1. Assign, sublet or part with possession of the Property belonging to the Landlord. 2. Rent out the Property, or part thereof, on a short-term or daily basis or for the third parties' holiday purposes for financial reward. 3. Fail to continue to use Tenancy Property during the tenancy as a "principal" place of residence of the Tenant and authorised occupants. 4. Cause or permit the Landlord's insurance policy to be vitiated or to cause an increase in premium, or excess. 5. Conduct business where council consent is required without council consent. 6. Permit any person to holiday in the Tenancy Property for financial reward when that person has not been approved by the Property Manager or Landlord. 7. Rent out the Tenancy Property or any portion of the tenancy Property when the Tenant is not personally present to supervise the security of the Property and behaviour of the occupants.

30. **Swimming pools and spa pools** - The Landlord agrees to arrange and pay for regular servicing of the swimming pool /spa pool, unless the pool is maintained by the body corporate or if specifically excluded from the tenancy.
31. **Tenants Obligation to Leave** - On termination of the tenancy, the Tenant shall actually quit the tenancy on the last day. The Tenant further agrees that at the termination of the tenancy, to return all pass cards, remote controlled door openers or keys belonging to the Landlord and remove all rubbish and personal belongings. Failure to do so may result in professional cleaning, replacement of keys or other costs to be paid by the Tenant.
32. **Ventilation** - The Tenant agrees to keep the Property well ventilated at all practical times when the Tenant is personally in residence, to prevent the build up of mould and mildew. If the Tenant is using an LPG gas bottle heater, the Tenant must ensure that it is not used in bedrooms and at all other times ensure that the house is well ventilated. It is recommended that this type of heater is not used for Health and Safety and moisture reasons.
33. **Water Charges** - The Tenant agrees to pay for all metered water charges provided to the Property where the water supplier charges on the basis of consumption and all corresponding waste water charges incurred during the tenancy.

ADDITIONAL TERMS & CONDITIONS

34. **58 Vac Property Specific Clause title** - 58 Vac Property Specific Clause text
35. **58 Vac Property Specific Clause title** - 58 Vac Property Specific Clause text
36. **Aerials / Digital Television** - The Tenant acknowledges that the Property does not have a TV aerial suitable to receive Digital TV signals. The Tenant agrees not to install an aerial or fixtures to the Property without the prior written consent of the Landlord.
37. **Alterations** - The tenant agrees not to make any alteration to the premises nor to drive nails or screws into the walls nor affix any kind of adhesive tape to the walls. The tenant agrees to use only picture hooks or 3M Command adhesive hooks to hang pictures. The Tenant shall not install or have installed any external radio, television, Sky or other aerial without the express written consent of the Landlord. The tenant further agrees not to deface or damage any walls, floors, woodwork, stonework, ironwork or any of the landlord's fixtures and fittings.
38. **Asbestos** - The tenant acknowledges that asbestos in some form, may exist in or about the tenancy premises if the premises were built prior to the year 2000. The tenant agrees not to do work, drill, cut, or otherwise damage any wall or other surface of the tenancy premises or other building which might release asbestos fibers into the air. If the tenancy premises have not yet been surveyed / tested for the presence of asbestos, then the tenant is made aware that the landlord and landlords agent are carrying out a plan to survey the tenancy premises for asbestos. It is a requirement that the TENANT shall notify the LANDLORD if they notice any degrading or damage of materials that may be of concern and could potentially contain asbestos.
39. **Bamboo and Laminate Flooring** - The Tenant agrees to dry mop bamboo and laminate flooring, and remove immediately any excess water spilt on flooring to prevent damage.
40. **BBQ's** - The Tenant agrees to keep their BBQ clean and ensure no fat or grease from the BBQ or food drips onto concrete or any part of the tenancy Property.
41. **Callout charge** - The tenant agrees to pay any reasonable tradesman's callout charge if the tenant does not adhere to prior arrangements for entry.
42. **Candles** - The Tenant agrees not to leave matches and fire sources available to children. The Tenant agrees not to use candles, decorative candles, incense, or any form of open flame (not being part of an approved device) without the written consent of the Landlord.
43. **Conditional Methamphetamine Clause** - If the rental property shall be pre-tested and the resultant reading is less than: 1.5 micrograms per 100 square centimeters on a room by room basis then the property shall be deemed to be habitable and the tenant shall be given the option of making the tenancy agreement unconditional on the date of the receipt of the test results by the tenant. If the pretest shall have a positive result in excess of the value set out above then the tenancy agreement shall be deemed to have never become unconditional and neither party shall have any claim against each other and any money paid shall be refunded forthwith. If the pretest shall have result of less than .02 micrograms per 100 sq centimeters then the contract shall be deemed to have gone unconditional so far as methamphetamine is concerned.
44. **Lease Break Clause** - If the tenant wishes to vacate the fixed term tenancy early, the tenant may submit a request in writing seeking the landlord's consent. The landlord reserves the right to grant or decline the request. If the landlord consents to ending the fixed term early then the landlord may place conditions on the consent including charging the tenant reasonable costs. (Tenants rights relating to ending a fixed term early are set out in S.66 R.T.A. 1986) Lease break application conditions For the landlord to consider the tenants application for early release, the tenant must agree in writing to the following conditions: 1. Make a request in writing using a request form provided by the agent if required 2. Pay all reasonable charges of the Landlord / agent for the time involved in processing the tenants application 3. Pay for the out of pocket expenses the landlord has to incur in the early release. Including but not limited to any additional methamphetamine testing costs 4. Continue to pay the rent until a final rent date is agreed in writing 5. Co-operate fully to show the property to prospective tenants 6. Keep the property reasonably clean and tidy on every occasion it available for viewing 7. A very short period of notice to suit any incoming tenant.
45. **Test Property Specific Clause title** - Test Property Specific Clause text
46. **Unlawful cooktops** - Warning: The use of temporary gas hobs inside a dwelling is a breach of the Building code known as NZ 5261/2003 and the Plumbers and Gas Fitters Act 2006. The use of such a device is a serious breach of health and safety, a breach of the above laws and the use of such a device could vitiate the owners insurance policy. The tenant acknowledges the above warning and agrees that the tenant will use and maintain only the cooking appliance which is installed in the Tenancy Premises. The tenant further agrees that the tenant will not install any form of temporary gas hob / cooking top. The tenant further agrees to not install or use inside or outside the dwelling any L.P.G. Gas bottle connected to the cooking top.
47. **Vermin** - The Landlord will ensure the Property remains free from the presence of fleas rats, mice, cockroaches, ants and flies ("vermin") for a period of one month after the Tenant takes possession. The Tenant agrees to contact the Landlord in writing to advise the presence of vermin within the first 30 days of occupation. At the expiry of the 30 days, the Tenant accepts liability for the presence of vermin and agrees to take steps to remove the vermin from the Property. Where the Tenant can show that they have taken all reasonable steps to maintain cleanliness and the presence of vermin was beyond their control, then the Landlord and Tenant may share the liability of eradication.

INSURANCE STATEMENT

Is the property insured?☒ Yes ☐ No

Insurance type (e.g. Dwelling Insurance)

Policy

Excess information

Policy Policy Policy Policy Policy Policy Policy Policy

SMOKE ALARM DISCLOSURE STATEMENT

Total number of alarms at the property	-----	At least one smoke alarm per storey/level	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date batteries were last checked/changed	-----	Smoke alarm within 3 meters of all bedrooms	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Expiration date of smoke alarms	-----			

**Notice to tenants** - The person or firm named in the "Property Management Firm/Agent Details" box, is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord. The below parties agree to the terms set out in this Tenancy Agreement

NOTE

TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE TENANT/S

Tenant 1	-----	Date	-----
Name	Tim Ackroyd		

TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE LANDLORD/LANDLORD'S AGENT

Property manager signature	-----	Date	-----	1(d)
of	Aotearoa Management LTD INC		acting as agent for and on behalf of	
the landlord	Grace Liu			

# Insulation Statement

This section should be completed by all landlords

## TENANCY ADDRESS

**Address** 58 (VAC) Duckplant Road, West Auckland, Auckland

**Certificate supplied** ☐ Yes ☐ No

**Exemption certificate supplied** ☐ Yes ☐ No

**1. Does insulation meet the minimum requirements for ceiling insulation?** ☒ Yes ☐ No

If no, what exception applies and which room(s) it applies to (e.g. professional installer cannot access skillion ceiling above bedroom 2).

**2. Does insulation meet the minimum requirements for underfloor insulation?** ☒ Yes ☐ No

If no, what exception applies and which room(s) it applies to (e.g. professional installer cannot access subfloor space safely).

## CEILING INSULATION

**Location/coverage** ☒ Complete (all rooms)

☐ Partial (specify areas not insulated):

☐ None

☐ I don't know as ceiling space is not accessible in the following areas (specify):

**Type** ☒ Segments/Blankets

☐ Loose-fill

☐ Other (specify)

☐ Ceiling space is not accessible

Bulk Insulation value (R-value): \_\_\_\_\_ or minimum thickness: \_\_\_\_\_

Age of ceiling insulation (if known): \_\_\_\_\_

**Condition** ☐ Insulation is in at least a reasonable condition (if not, please explain why):

☐ Insulation has no gaps other than clearances where required (e.g. around older style downlights)

☐ Ceiling space is not accessible

## WALL INSULATION

**Location/coverage** ☐ Complete (all rooms)

☐ Partial (specify areas not insulated):

Unknown

☐ None

☐ I don't know as wall insulation is not accessible

Wall insulation is not compulsory.

However, you must provide this information where is known.

## UNDERFLOOR INSULATION

### Location/coverage

- ☒ Complete (all rooms)
- ☐ Partial (specify areas not insulated):
- 
- ☐ None
- ☐ I don't know as wall insulation is not accessible

### Type

- ☐ Segments/Blankets
- ☐ Polystyrene
- ☐ Foil
- ☐ Bulk Insulation with foil lining
- ☐ Other (specify) -----
- ☐ Underfloor space is not accessible

Bulk Insulation value (R-value): ----- or minimum thickness(n/a for foil): -----

Age of underfloor insulation (if known): -----

### Condition

- ☐ Insulation is in at least a reasonable condition (if not, please explain why):
- 
- ☐ Insulation has no gaps other than clearances where required (e.g. around pipes)
- ☐ Underfloor space is not accessible

The Building Act 2004 bans the installation and/or repair of foil insulation in residential buildings with existing electrical installations. It is an offence to breach this ban and anyone doing so may be liable to a fine of up to \$200,000. If your property currently has foil insulation that is in reasonable condition, then it does not need to be replaced. However if your existing foil installation is damaged (e.g. torn, foil hanging down off the floor joists), then it must be replaced with an alternative insulation product that meets legal requirements.

## SUPPLEMENTARY INFORMATION

### Any other details about the type or condition if known:

Date insulation last upgraded

or N/A ☐

Date insulation was professionally assessed

or N/A ☐

## HEALTHY HOMES STATEMENT OF INTENT AND INSULATION STATEMENT SIGNATURE SECTION | VERSION 2.0

### Insulation statement

Aotearoa Management LTD INC

acting as agent for

Grace Liu,

declare that the information

contained in this insulation statement is true and correct as at the date of signing. All reasonable efforts have been made to obtain information about the location, type and condition of insulation at the premises.

### Declaration by Landlord(s) in respect of S.13A (1CA) Residential Tenancies Act 1986

Aotearoa Management LTD INC

acting as agent for

Grace Liu,

declare:

- That on or after the commencement of the tenancy, I / We will comply with the healthy homes standards as required by S.45 (1) (bb) or 66 I (1)(bb) and
- including any information which may be prescribed by regulations made under S. 138 B (5) and (ICB) If there is a written variation or renewal of the tenancy agreement in accordance with S.13B (1), then I / We the landlord(s), further declare:
  - That on or after the time when the variation or renewal takes effect, I / We will comply with the healthy homes standards as required by S.45(1)(bb) or S.66 I (1)(66) (as the case may be);and
  - and including any information which may be prescribed by regulations made under S.138 B(5).

### Property management agency | Signed by the landlord/landlord's agent

Property manager signature

Date

1(d)

of

Aotearoa Management LTD INC

acting as agent for and on behalf of

the landlord

Grace Liu