

Tenancy Agreement

RTA S13A minimum information designated by S.S number.

TENANCY ADDRESS

Address E211A/28 Torrens Terrace, Te Aro Wellington , wellington 6011 **1(c), 1(g)**

TENANCY TERM

Term type Fixed **Start date** 21/12/2022 **1(e)** **End date** 21/06/2023 **1(p)**

PROPERTY MANAGEMENT FIRM - KNOWN AS THE AGENT FOR THE LANDLORD

Company / Agent Taylor Property Plus (2006) Limited **1(a)**

Address for service 103C Westchester Drive, Churton Park, Wellington, 6037 **1(a)**

Contact person Taylor Property Plus

Contact phone 04 477 1564 **Contact mobile**

Contact email office@property-plus.co.nz **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)**

Yuri and Kaye Yu, C/O Taylor Property Plus (2006) Limited, 103C Westchester Drive, Churton Park, Wellington, 6037 , 048305881

CHATELS PROVIDED WITH THE TENANCY

1(o)

Fridge, dishwasher, hob, oven, couch, drop down bed system including mattress and mattress protector, washing/drier combo machine, television, blinds, heater, carpet and fixed floor coverings. Commercially cleaned as per final inspection guide.

TENANCY COSTS

Rent	\$740.00	1(j)	Bond	\$1,480.00	1(i)
Rent frequency	Fortnightly	1(k)	Rent in advance	\$740.00	
1st rent payment date	03/01/2023		Move in total	\$2,220.00	

PROPERTY MANAGEMENT COMPANY BANK ACCOUNT

Bank	BNZ	Account number	02-0524-0176912-02	1(l)
Account name	Taylor Property Plus (2006) Limited Trust Account			
Branch	Johnsonville	Reference	E211A-BORBA	

Rent shall be paid fortnightly in advance up to the termination of the tenancy, direct to the bank account of the agent, details set out above. Note, payments to be made on time in a single sum.

TENANT 1 DETAILS

Name	ANDERSON ADAIME DE BORBA			1(b)
Cell phone	64 2 163 1312	1(ba)	Home phone	
Work phone			Under 18 years old?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 1(h)
Email address of service	anderborba@gmail.com			1(bb)
Licence			Passport number	GF418946 (ex 19/10/2032)
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	Alejandro Frery			
Phone	64 2 163 1312	Relationship	Post-doctorate advisor	
Address	90 / 2 Salamanca Road , Kelburn , Wellington , 6012			

ADDITIONAL RESIDENTS

MAXIMUM RESIDENTS

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

Electricity, Broadband

LIABILITY

POWER				<input checked="" type="checkbox"/> Tenant
Meter number	0000001	Reading	Date monitored	<input type="checkbox"/> Landlord
	037EDD7			<input type="checkbox"/> N/A
	1			

SMOKERS

Smokers allowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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PETS

Pets allowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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TERMS & CONDITIONS FOR AGREEMENT

- Agreement** - The tenant confirms they have completed the tenancy application themselves and the information contained is true and correct. The tenant also agrees that the application forms part of this tenancy agreement.
- 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.
- 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.
- 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.
- Liability** - The tenants hereby agree that they are jointly and severally liable to the landlord for any debt due arising out of the tenancy agreement between the parties, and for the performance of all covenants set out in the tenancy agreement or the Residential Tenancies Act 1986. This clause shall include the giving of Notice to terminate a periodic tenancy by any one tenant where there are two or more tenants, in any periodic tenancy, even if the other tenants do not concur with the giving of the notice.
- Purpose** - The purpose for the collection of the tenants information is: To create a tenancy agreement. To verify the tenants identity, perform background checks, reference checks and credit checks through the Centrix and or Equifax credit bureaus or a search of the Personal Property Security Register. To check the publicly available Ministry of Justice court databases. If there is an unpaid debt at the end of the tenancy, the tenants information may be provided to a debt collection agency for debt collection purposes. If the tenants indicate that they would like move services such as power,

internet or phone to be connected at the property a representative from Moving Hub may contact the tenants, via phone or email.

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. **Statement of Intent** - The tenant acknowledges that there is a legal requirement for a Healthy Homes "Statement of Intent" to be included in the tenancy agreement. There is a further legal requirement that the Statement of Intent must also be signed separately by the landlord or landlords agent. The tenant further acknowledges that the landlord or landlord's agent's signature on the Statement of Intent applies only to the Healthy Homes Statement of Intent, not to the agreement itself. The tenancy agreement is legally binding only when both the tenant and landlord or landlord's agent have signed their respective "Tenancy Agreement Signature Section".
10. **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.
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.Where the tenant requires the landlord's agent to instruct a contractor to attend the tenancy premises to conduct some work and if the agent does instruct a contractor to attend the tenancy premises and the contractor cannot gain entry because of the tenants default or does gain entry but cannot find any fault or does complete work which can be attributed to the tenants negligence, then the reasonable cost of the contractor may be charged to the tenant.
14. **Carpets, Drapes and Curtains** - The Tenant agrees that at the conclusion of the tenancy, the carpets will be inspected and if the carpets are found to be below the standard of "reasonably clean and tidy" then the Landlord or agent may require the Tenant to have the carpets cleaned to return the carpets to the standard of cleanliness set out in the Residential Tenancies Act 1986.
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. **Conditional Meth Clause** - In the event that the owner/landlord of the rental property requests a test for methamphetamine: Both the landlord and tenant agree that the tenancy agreement entered into, shall be subject to a test for methamphetamine to be carried out as soon as possible. (1) If the test results are less than 1.5 micrograms per 100cm² (the clean back standard) on an initial / preliminary test, then the tenancy agreement shall be deemed to have gone unconditional so far as methamphetamine contamination is concerned. (2) If the test results are more than 1.5 micrograms per 100cm² and less than 15 micrograms per 100cm² per room for any room, then the room 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. (3) If the test results are higher than 15 micrograms per 100cm² per room (by a comprehensive test), then the tenancy agreement shall be deemed to have never become unconditional. Any money paid shall be refunded forthwith. (4) Or the tenant at the tenant's sole discretion may elect to proceed with the tenancy agreement subject to the landlord's right and obligation to have the room cleaned back to the clean back standard of 1.5 micrograms per 100 square centimetres for any applicable room, as soon as practicable. Until the room is cleaned, the tenant agrees to keep the room sealed closed and undertakes not to use it at all.
17. **Drains and Wastes** - The Tenant agrees to keep all drains, sink wastes and sanitary appliances clear and free from obstruction.
18. **Excessive Noise** - The Tenant agrees to keep the noise to a reasonable level and be considerate of neighbouring properties, their occupants and other Tenants.
19. **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.
20. **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 for a tradesman carrying out necessary maintenance.
21. **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.
22. **Maintenance Consent** - The tenant consents to their contact information being supplied to relevant contractors should maintenance, replacement, removal or installation work be required to be completed at the property.
23. **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.
24. **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.
25. **Outgoings** - The Tenant agrees to pay for all outgoing expenses exclusively attributable to the Tenant's occupation including electricity, gas, gas to heat hot water, telephone and internet charges.
26. **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.
27. **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. If the subsequent Property Inspection Reports during the tenancy show the Tenant has not maintained the upkeep of the Property, the Landlord may issue a 14 day notice to remedy the issue.
28. **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 12 months after the date of the commencement of the tenancy or within 12 months after the date on which the last increase took effect.
29. **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.
30. **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.
31. **Subletting** - The Tenant shall not, without prior written consent from the Landlord or Property Manager:
 1. 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.
32. **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.
33. **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

ADDITIONAL TERMS & CONDITIONS

1. **1. Additional clauses - Taylor Property Plus standard** - The clauses that follow are in addition to those stated above. Any rates stated below are subject to change to ensure the charges cover the cost of completing the item of work indicated.
2. **Access to show prospective tenants/owners** - The tenant(s) agree that the property manager/landlord shall have the right to show prospective tenant(s), owner(s) and/or other parties through the premises for the purpose of (but not limited to) finding replacement tenants, new owners, building inspections and property valuations. The landlord/property manager will provide the tenant(s) with notice prior to entering the property.
3. **Additional Clauses - General - Final Inspection Guide** - At the beginning and end of the tenancy, tenant(s) are supplied with this guide to outline the expectation as far as the condition the property is to be left in are concerned - at the end of the tenancy the property is inspected against these guidelines. To facilitate the fast processing and return of your bond when you vacate this property, this guide is to help you with the final presentation of the property for inspection. Kitchen - 1. Inside oven - all trays, oven racks, grillers, and drip trays to be cleaned. Remove all splatters. 2. Cooktops - to be cleaned thoroughly to remove any cooking build up. 3. Dishwashers to be cleaned (including micro filters and soap dispensers). 4. Refrigerator (especially behind) to be cleaned. 5. Rangehood/exhaust fans need to be cleaned (inside and out); this includes any filters. 6. All cupboards and drawers need to be washed out thoroughly, including shelves and inside and outside of cupboard doors. Please leave the doors open to allow surfaces to dry. 7. Please ensure all kitchen surfaces are wiped down to remove any dust or other build up, this includes the top of kitchen cupboards. Bathroom - 1. All bathroom surfaces need to be thoroughly cleaned to remove any build up, this includes floors, vanity's, mirrors, drawers/cupboards, showers, baths, taps, chromeware, etc. 2. Air vents/exhaust fans to be dusted and cleaned. 3. All grouting is to be free of soap residue and mildew. 4. Shower and shower screens to be free of soap residue, calcium, and/or other build up. Shower curtains need to be replaced. 5. Laundry - all supplied laundry appliances to be cleaned, this includes the filters and ensure the drier is free from lint build up. Please ensure all laundry surfaces are thoroughly cleaned this includes floors, walls, ceilings wash tub and any cupboards. General - 1. All blinds need to be cleaned thoroughly. For roller blinds these need to be wiped down on both sides, for venetian blinds these need to be taken down, washed, and then re-hung. 2. For curtains and net curtains need to be cleaned and free of mildew. 3. Air vents to be dusted and cleaned. 4. All cobwebs inside and outside need to be removed. 5. All windows and windowsills to be cleaned thoroughly inside and out. 6. All instruction manuals for appliances must be left on the premises. 7. All walls to be cleaned thoroughly - all marks to be removed. Top of door and window frames to be dusted. 8. All light fittings to be removed and cleaned and all light bulbs must be in working order. 9. All smoke alarm batteries must be in working order. 10. All hard surface flooring such as lino, wooden floors, tiles, etc. need to be cleaned thoroughly. 11. All carpets need to be vacuumed and free of any markings. If required the carpets need to be professionally cleaned, please contact us for our preferred contractor. 12. All surfaces should be cleaned thoroughly to remove any build-up of dust, fly spotting, mildew, etc. 13. All items on the inventory/chattels list should be accounted for and all tenant(s)' personal belongings need to be removed from the property. Outside Areas - 1. All pathways to be swept clean, lawns to be mowed, and edges to be trimmed. 2. Flower beds and pebble areas to be weeded. 3. No rubbish is to be left in the garden. 4. Driveways, carports, and/or garages should be free of grease and oil stains. Utility Connection - Please ensure your utility connections to the property are cancelled. If you would like assistance with connecting utilities to your new home touch base with Fast Connect and use our Agents Code 1828Z. They are a one stop shop for all utility connections, disconnects and transfers. 0800 88 55 99 info@fastconnect.co.nz www.fastconnect.co.nz. If you prefer to have the property professionally cleaned, please contact our office and we are happy to provide contact details for our preferred cleaning contractors. If you are unsure about cleaning products to use, or the appropriate cleaning process, please contact us. In signing the lease agreement, you agree to follow the cleaning guidelines at the end of your tenancy and will endeavour to keep condensation to a minimum during the term of your tenancy.
4. **Additional Clauses - Revolucion Apartments** - Utilities - Tenants are to arrange their own electricity provider for the property; this needs to be arranged prior to the tenancy start date. If you selected assistance with connections as part of your tenancy application form, the provider will be in touch to arrange. Alternatively, we recommend you touch base with Fast Connect and use our agents code 1828Z. They are a one stop shop for all utility connections, disconnects and transfers. 0800 88 55 99 info@fastconnect.co.nz www.fastconnect.co.nz. Internet - Internet is supplied to the apartment complex via a sole provider, Tele-Data Systems Ltd. Details will be provided for connection etc at the commencement of tenancy. It is the tenant(s) responsibility to arrange connections with the sole provider directly. Disclaimers - The Revolucion Apartments Body Corporate (BC 425966), property owner, or Taylor Property Plus (2006) Limited, accept no responsibility for speed, any disruption to service or continuity of service in relation to the internet provision.
5. **Alterations and renovations** - Further to s42A and s42B of Residential Tenancies Act 1986 (and amendments) the tenant(s) shall not make any renovations, alterations, or additions to the premises without the written consent of the owner and/or property manager. The tenant(s) shall not install or have anything installed without the prior written consent of the owner and/or property manager; this includes but is not limited to external radio, television, sky, or fibre. The tenant(s) are not to affix any items to the property walls or doors that will damage the property; this includes but is not limited to picture hooks, nails, drawing pins, screws, blue-tack or cellotape. The tenant(s) may use removable picture hooks, such as Command 3M products, which must all be removed at the end of the tenancy. Such removable hooks are used entirely at the tenant(s)' discretion and liability. Any work which is approved throughout the course of the tenancy, with the written consent of the owner and/or property manager, must be reinstated prior to the end of the tenancy and the final inspection. This must be organised and the cost of doing so is to be covered by the tenant(s).
6. **Bathroom care** - The tenant(s) agrees to properly clean the bath, shower, vanity and any amenities provided in the bathroom on a regular basis to avoid the build-up of calcium and hard to remove dirt. The tenant(s) further agrees to wipe up water spilled on the floor to prevent damage being done to the floor and subfloor.
7. **Bedrooms** - Only designated bedrooms can be used as bedrooms / sleeping spaces.
8. **Ceiling storage space - not to be used** - The tenant(s) acknowledge that the ceiling cavity and/or ceiling storage space in the ceiling does not form part of the tenancy and no access is allowed. If the landlord needs to access the storage space, the landlord will request the tenant(s)' consent. The rent has been set to reflect that the tenancy does not include the use of the ceiling storage space and that the landlord has the right to access it with the consent of the tenant(s).
9. **Chattels care and maintenance** - The tenant(s) shall take care of all floor coverings, paying particular attention to wooden floors and tiles. Therefore, no stiletto heeled shoes are to be worn inside the property, and furniture or any heavy objects with potential for marking the floor must have felt stops or rubber stoppers on the feet. e.g. Madico Feltec adhesive pads from hardware stores. Tenant(s) are to be careful not to mark or stain the carpet and will be responsible to have it cleaned if they do. The tenant(s) shall take care of all appliances provided with property and ensure these are cleaned on a regular basis with the appropriate cleaning products. Particular attention should be given to the two following appliances. Ceramic Cooking Hobs: The tenant(s) shall not use abrasive cleaners. To clean, scrape burnt material with a small blade scraper or similar, rub with special ceramic hob cream available from supermarkets. Stainless Steel Appliances: The tenant(s) shall not use steel wool or abrasive cleaners. Immediately wipe any spillages. For cleaning use stainless steel wipes or stainless-steel cleaning cream available from supermarkets.
10. **Clause for assault/disorderly behaviour** - The tenant(s) acknowledges that they are bound by S.40 (2) (c) of the Residential Tenancies Act 1986 which states that the tenant shall not cause or permit any interference with the reasonable peace, privacy and comfort of the Landlords other tenants in the use of the premises or any of the Landlords other Tenants in the premises occupied by those other tenants, or with the reasonable peace, comfort or privacy of any other persons residing in the neighbourhood. The tenant(s) are not permitted to conduct parties or any other activity that will impact on the integrity of the property and/or surrounding properties.
11. **Common areas** - The tenant(s) agrees to keep all common areas free of their rubbish and their personal belongings. The tenant(s) also agrees not to interfere with the use of the common areas by other residents.
12. **Condensation and mildew** - The tenant(s) are to ensure that the property will be kept well ventilated, and windows, curtains/blinds, walls, and ceilings are kept clean in order to keep all surfaces and materials clear of condensation, mould and/or mildew. If your property is fitted with ventilation systems such as DVS or HRV this must be always used. The tenant(s) should not use non-flued gas heaters.
13. **Cost of Fire Service call out and smoking** - The property and associated complex (if applicable) are completely smoke-free, this includes, but is not limited to, cigarettes, cigars, electronic cigarettes and vapes. The tenant(s) also agrees to not use any form of open flame (not being part of an approved device) without the consent of the landlord. The tenant(s) shall be charged for any fire callouts and agrees to pay for the call outs that are due to negligence of the tenant(s) or their visitors, e.g. smoking burnt cooking, etc. The current cost of a fire service callout is approximately \$1,500.00 including GST and there will be additional costs depending on the time of day, resetting the alarm system, and any other costs associated with the incident.
14. **Email address for service** - The tenant(s) acknowledges that the email address provided by the tenant(s) on this form constitutes an address for service and may be used in addition to the postal address for service. The tenant(s) agrees that for the purposes of determining a legal address for service, the email address noted on this form meets these requirements and consents to receiving communications by email. They agree to advise the owner/property manager of any change to this email address for service. If they do not advise the owner/property manager of any change to the email address for service, they understand and acknowledge that any notices sent by the owner/property manager at the existing address for service will still

be legally binding.

15. **Financial and rental payments** - Rent payments are to be paid in advance in a single amount as outlined under Tenancy Costs at the start of this agreement. Any payments made as a part of this tenancy by the tenant(s) are to use the reference as stated under the Property Management Company Bank Account section. This agreement is entirely conditional on the tenant(s) paying the initial payment, being rent in advance, and bond, and this amount must be paid by the tenant(s) no later than 10 working days prior to the lease start date specified in this Tenancy Agreement under 'Tenancy Term'. Should the tenant(s) not pay the total sum, by the appointed time, then this agreement may be deemed to have never become unconditional. Any portion of the sum (if any) shall be refunded and neither party shall have any claim against one another.
16. **Illegal activity** - As per the Residential Tenancies Act (and all amendments) any illegal activity is not permitted within or about this tenancy. Furthermore, the tenant(s) understand the owner and/or agent for the owner can carry out any form of drug testing on and/or in the property. This test can be carried out with or without the assistance of an expert during an inspection after giving the tenant(s) the correct notice for a routine inspection. If any substances are detected the owner or agent for the owner has the right to end the tenancy and claim all costs to remedy the situation, including testing costs, and will include tribunal and/or civil action.
17. **Keys and access cards** - The tenant(s) will be provided with keys to the property as outlined in the initial property inspection report. If any of the keys are lost or mislaid, then the tenant(s) will contact the owner and/or property manager who will supply a replacement key, this cost will be charged to the tenant(s) and is required to be paid prior to the keys being delivered. The landlord reserves the right to have the locks changed at tenant(s)' expense if key(s) are lost. After hours call outs are to be directed to the preferred locksmith - if a locksmith is required to gain access, this will be at the tenant(s) cost. Beveridge Locksmith Services: 04 566 1111 (0800-566-1111).
18. **Lease end** - At the end of the lease, the tenant(s) agree to: • Leave the property in a clean and tidy condition - as per the "Final Inspection Guide". • Vacate the property ready for inspection by 12:00 noon on the last day of the tenancy.
19. **Mattresses on floors** - The tenant(s) acknowledges that placing bedding, including mattresses, directly on the floor may damage the flooring. The tenant(s) agrees that all bedding and mattresses shall be kept off the floor and used with the appropriate bed base that allows at least 10cm of ventilation space between the floor and the mattress. The tenant(s) acknowledges that they will be required to pay for any flooring damage which is caused by placing bedding material directly on the floor.
20. **Property inspections** - The owner and/or property manager reserves the right to carry out inspections of the property on a routine basis. The tenant(s) agrees to ensure that the property is maintained in an acceptable condition, the owner and/or property manager undertakes to advise the tenant(s) when inspections will take place.
21. **Replacement of consumables** - The tenant(s) shall replace any consumable relating to occupancy of the property during the term of the lease and be in working order at the end of the lease. This includes, but is not limited to, light bulbs and smoke alarm batteries. Consumables relating to hygiene such as shower curtain and mattress protectors (but not limited to) shall be replaced at the end of the lease. If these are not replaced or in working order, then the tenant(s) will be liable for the cost of the owner and/or property manager replacing these.
22. **Subletting** - The Tenant shall not, without prior written consent from the Landlord or Property Manager: 1. 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.
23. **Subsequent leases** - With regards to the initial inspection condition report, any subsequent leases for this property, renewal, or extension, will be bound by the initial inspection condition report set out and agreed to at the time of initial occupation of the property.
24. **Tenant absence** - The tenant(s) agrees that if the tenant(s) is going to be absent from the tenancy premises or the premises will be left empty for a period of 4 weeks or more, then the tenant(s) will advise the landlord in writing before leaving.
25. **Tenants to insure their own chattels** - The tenant(s) undertake to insure their chattels held in the premises and to include a public liability/third party damage or loss component/cover. Such public liability cover is to ensure that any damage to the property manager's/owner's/body corporate property caused by tenant(s) negligence and not covered by landlord insurance is covered by tenant(s)' insurance.

INSURANCE STATEMENT

Is the property insured? ☒ Yes ☐ No

Tenants may request a copy of the policy/policies.

Insurance type (e.g. Dwelling Insurance)

Body Corporate Material Damage and Business Interruption

Excess information

From: 1 April 2022 to 1 April 2023 at 4.00pm

Location: 28 Torrens Terrace, Mt Cook, Wellington

Description:

Buildings replacement value \$57,482,000 including natural disaster.

Contents/fixtures and fittings \$2,595,000 including natural disaster.

Loss of rents \$5,625,000 including natural disaster.

Indemnity Period 24 Months

EXCESSES

Owner occupied units \$250, tenanted units \$500, unoccupied units \$1,000, commercial units \$500, common areas \$1,000.

Burglary/Malicious Damage \$1,000 and Theft \$2,500 in respect of common areas and commercial units only.

Natural disaster 5% of the site sum insured sum less any contribution from EQC. Other as per policy wordings.

SMOKE ALARM DISCLOSURE STATEMENT

Total No. of alarms at the property 1 **At least one alarm per storey/level** ☒ Yes ☐ No

Last checked 12/11/2021 **Alarm within 3 meters of all bedrooms** ☒ Yes ☐ No

Checked by PM

SMOKE ALARMS

Type	Location	Is the smoke alarm new?	Expiry date
1. Photoelectric Smoke Alarm	Bedroom/Living area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15/07/2030

Smoke alarms assessed on 03/05/2021

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

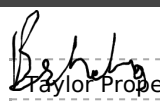
NOTE

TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE TENANT/S

Tenant 1  **Date** 12-12-2022

Name ANDERSON ADAIME DE BORBA

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

Property manager signature  **Date** 12-12-2022 **1(d)**

of Taylor Property Plus (2006) Limited **acting as agent for and on behalf of**

the landlord Yuri and Kaye Yu

HEALTHY HOMES STATEMENT OF INTENT SIGNATURE SECTION | VERSION 2.0**Declaration by Landlord(s) in respect of S.13A (1CA) Residential Tenancies Act 1986**

Taylor Property Plus (2006) Limited acting as agent for

Yuri and Kaye Yu, 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** 12-12-2022 **1(d)**

of Taylor Property Plus (2006) Limited **acting as agent for and on behalf of**

the landlord Yuri and Kaye Yu

Healthy Homes Statement

TENANCY ADDRESS

Address E211A/28 Torrens Terrace, Te Aro Wellington , wellington 6011

COMPLIANCE DATE

The healthy homes compliance date for this tenancy 01/07/2021

HEATING

1. Heating standard exemptions

☐ No heating exemptions applies ☒ Heating exemption ☐ Partial exemption/Alternative options

Is the property exempt from meeting the heating standard?

Heading: Regulation 12 - Exemption (not reasonably practicable to install)

A brief description of the circumstances giving rise to the exemption

BC rules do not allow heat pumps to be installed.

2. Main living room required heating capacity

Heating capacity of the main living room 3 kW

3. Qualifying heaters

The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

1. Type Fixed Heater Capacity 2.4 kW

4. Does the 'tolerance' or 'top up' allowance for existing heaters apply?

☐ Yes ☒ No

Heating standard assessed on 03/05/2021

INSULATION

CEILING INSULATION

1. Does the ceiling insulation above all domestic living spaces meet the requirements of the insulation standard?

☒ Yes - Entire premises ☐ Yes - Some areas of the premises ☐ No - None of the premises

Do you know the R-value of ceiling insulation when it was installed?

☐ Yes ☐ No

Date insulation was installed unknown

Date insulation was last inspected unknown

Type of insulation

The property's ceiling and underfloor insulation is not able to be assessed due to inaccessibility. These areas are compliant by exemption due to occupied spaces above and below. "Ceiling space is not accessible"

☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

UNDERFLOOR INSULATION

2. Does the underfloor insulation meet the requirements of the insulation standard?

☒ Yes - Entire premises ☐ Yes - Some areas of the premises ☐ No - None of the premises

R-value of underfloor insulation when it was installed -----

Date insulation was installed ----- unknown -----

Date insulation was last inspected ----- unknown -----

Type of insulation

The property's ceiling and underfloor insulation is not able to be assessed due to inaccessibility. These areas are compliant by exemption due to occupied spaces above and below."\"Unknown\""

☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

WALL INSULATION

3. Do the walls of the premises have insulation? Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

☒ Yes - Entire premises ☐ Yes - Some areas of the premises ☐ No - None of the premises ☐ I don't know

Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

Fully compliant with Residential Tenancies Act 1986 and all amendments. Built in 2010/2011 and fully compliant with relevant building code/standard for that period. Batts in ceilings and walls, all other areas inaccessible and/or concrete.

Insulation assessed on 03/05/2021

VENTILATION

1. Windows in habitable spaces

Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below?

☒ All habitable spaces ☐ Some habitable spaces

List all rooms at the property and whether or not they meet the ventilation standard. If not, briefly state how the specific exemption applies.

1. Location Kitchen/ living/ bedroom- 1 room Meet requirements yes

2. Mechanical ventilation standard for kitchens and bathrooms

Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

☐ All rooms ☒ Some rooms ☐ Not installed in any rooms

State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in, if applicable. Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date. If you select qualifying ventilation, you must state the exhaust capacity and a brief description of how it meets the definition of qualifying ventilation.

1. Location Bathroom 1 Fan installed yes Installed pre 2019 no

Fan Diameter Ø 120 mm Fan Exhaust Capacity 25 l/s

2. Location Kitchen Fan installed no Installed pre 2019

Fan Exhaust Capacity ----- l/s

Heading Regulation 32 - Modified standard if landlord not owner of whole of tenancy building

A brief description of the circumstances giving rise to the exemption

BC rules do not allow externally venting rangehood/ fan

Ventilation assessed on 03/05/2021

MOISTURE INGRESS AND DRAINAGE

1. Does the property have gutters and downpipes that efficiently drain storm, surface, and ground water to an appropriate outfall? ☒ Yes ☐ No

An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.

Note: It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces? ☐ Yes ☒ No

An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.

Moisture ingress and drainage assessed on 03/05/2021

DRAUGHT STOPPING

1. Does your property have any open fireplaces? ☐ Yes ☒ No

2. Is the property free from unintentional and unreasonable gaps or holes? ☒ Yes ☐ No

This includes gaps or holes that allow noticeable draughts in or out of the building. Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

Draught stopping assessed on 03/05/2021

HEALTHY HOMES SIGNATURE SECTION

Taylor Property Plus (2006) Limited acting as agent for

Yuri and Kaye Yu, declare that

all reasonable efforts have been made to ensure this healthy homes statement is true and correct as at the date of signing.

Property manager Details | Signed by the agent acting on behalf of the Landlord

Subsection (1CA) - New Tenancy

On and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) or, for boarding houses, 66(1)(bb), and will provide all information prescribed by regulations under section 138B(5).

Property manager signature

Date 12-12-2022 1(d)

of

Taylor Property Plus (2006) Limited

acting as agent for and on behalf of

the landlord

Yuri and Kaye Yu