

Boarding House Tenancy Agreement

HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. This agreement is for use in a boarding house tenancy only. **A boarding house tenancy must:**
 - › contain one or more boarding rooms, where tenants have exclusive rights to occupy particular sleep quarters
 - › have communal facilities for shared use by the tenants
 - › be occupied or intended by the landlord to be occupied by at least 6 tenants
 - › be intended to, or in fact does, last for 28 days or more
3. All boarding house tenancy agreements must be in writing. A separate form of tenancy agreement for use for a non-boarding house tenancy is available on our website.
4. The landlord must provide the tenant with a copy of this agreement and any current house rules and Body Corporate rules (if applicable) prior to the commencement of the tenancy.
5. This agreement must be completed in full and the tenant and landlord should each keep a copy. The parties must record their full names correctly.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential boarding house tenancy agreement (see the back of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords are now required to sign a statement disclosing details of any insulation in the property.
9. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
10. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
11. If a bond is paid the landlord must immediately provide a receipt to the tenant.
12. If a bond equivalent to more than one week's rent is paid, a Bond Lodgement form must also be completed and the bond lodged with Tenancy Services within 23 working days of being paid.
13. If the bond paid is equivalent to one week's rent or less the bond does not need to be lodged with Tenancy Services.
14. Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
15. The tenant may be required to pay any letting fee or other charge for services provided by any solicitor or letting agent relating to the granting of the tenancy.
16. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit **www.tenancy.govt.nz** or call us for free information on **0800 836 262**.

LANDLORD DETAILS

Name(s)

This section must be filled in. It is important to give good contact details.

Physical address for service

Email

This email address may be used as an address for service (strike out if not agreed)

Phone

(Mobile)

(Hm)

(Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

AGENT DETAILS*

Name(s)

This section must be filled in. It is important to give good contact details.

Physical address for service

Email

This email address may be used as an address for service (strike out if not agreed)

Phone

(Mobile)

(Hm)

(Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

*If the premises are managed by a person other than the landlord, the tenancy agreement must contain that person's name and contact details, which must include a phone number.

TENANT DETAILS

Name(s)

Identification

☐

Drivers licence

☐

Passport

☐

Other

Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service

Email

This email address may be used as an address for service (strike out if not agreed)

Phone

(Mobile)

(Hm)

(Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☐ No

TENANCY DETAILS

Address of tenancy (including room number to which the tenancy relates)

The landlord must attach the following documents if applicable (please tick to show these have been attached or strike out if not applicable):

- ☐ Most recent House Rules for the boarding house
- ☐ Fire evacuation procedure applying to the premises
- ☐ Body Corporate rules (only if boarding house premises a Unit Title premises)

Rent per week \$ To be paid (Tick one) ☐ in advance ☐ weekly ☐ fortnightly

Bond amount \$

Rent to be paid at

Or into Bank Account No.

Account name

Bank

Branch

The landlord and tenant agree that:

1. This boarding house tenancy shall commence on _____ day of _____ 20____ and is intended to last for: (Tick one)

- ☐ 28 days or more
- ☐ has lasted for 28 days or more.

2. **Tick one:**

- ☐ This boarding house tenancy is a joint tenancy with _____.
- ☐ This boarding house tenancy is not a joint tenancy.

3. **Tick one:**

- ☐ The boarding room which the tenant is renting is not shared by other tenants.
- ☐ The boarding room which the tenant is renting is shared by other tenants and the maximum number of other tenants who may occupy the room is _____.

4. The landlord shall provide the following services to the tenant that are not covered by rent:

SERVICE	COST

5. The landlord shall provide the following services to the tenant that are covered by rent:

SERVICE

6. The tenant shall not assign or sublet the tenancy.
7. Insert other terms of this tenancy. If necessary please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

*note if the parties do not intend for this tenancy to last for 28 days or more the arrangement may not be covered by the Residential Tenancies Act 1986 as a boarding house tenancy. Please contact Tenancy Services for further information on 0800 83 6262.

LANDLORD'S STATEMENT ABOUT INSULATION

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises and other matters. For more information about insulation requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, please see final page.

1. Has any insulation been installed in the ceilings, floors or walls of the premises:

- ☐ Yes (Please complete section 2)
- ☐ No (Please fill in the below if you are the landlord of an income-related rent tenancy)

The landlord of an income related rent tenancy must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

2. Please describe below the extent and location of insulation, product type and condition of the insulation below. Please provide documentary evidence and attach to this agreement if necessary. It is recommended that the landlord also show the tenant the locations of insulation in addition to this written statement.

Location of insulation: ☐ Floor ☐ Ceilings ☐ Walls* (Please tick all that apply)

Your statement about insulation should include:

- › Where the insulation is, its type (and R rating if known) and condition.
- › If you have been unable to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.
- › This includes if you have been unable to determine all of this information.

*Note that wall insulation is not a compulsory requirement and landlords can leave the box for wall insulation unticked if they are unsure whether or not the property contains wall insulation

Landlords of income-related rent tenancies that have existing insulation that does not meet requirements, must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

By signing below I confirm the above statement is true and correct. I understand that income-related rent tenancies (those provided by social housing and community housing providers) must meet insulation requirements from 1 July 2016 (unless exempt), but have 90 days after the start of the tenancy to comply. I understand that all other tenancies only have to comply with insulation requirements from 1 July 2019 (unless exempt).

Signed by	Date signed
LANDLORD	

SIGNATURES

Do not sign this agreement unless you understand and agree with everything in it

The landlord and tenant sign here to show that they 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.

Signed by	Date signed
LANDLORD	

Signed by	Date signed
TENANT	

Signed by	Date signed
TENANT	

ROOM INSPECTION REPORT

This report is intended to help avoid disputes

This should be used to record the condition of the boarding house room at the start of the tenancy.

The landlord and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

		CONDITION ACCEPTABLE?		DAMAGE/DEFECTS
		LANDLORD	TENANTS	
BOARDING ROOM	Wall/Doors			
	Lights/Power points			
	Floors/Foor Coverings			
	Windows			
	Blinds/Curtains			
	Smoke Alarms			
	Other			

List of furniture and chattels

Provided by the landlord

Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report.

Signed by

Date signed

LANDLORD

Signed by

Date signed

TENANT

OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

Tenants and landlords! If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out.
0800 TENANCY (0800 836 262), www.tenancy.govt.nz

1. Agreement

- › Each party should keep a copy of this tenancy agreement.
- › Changes in the particulars of either party must be notified to the other party within 10 working days.
- › This agreement must contain a statement, signed by the landlord, about the insulation in the property.
- › This contract may not be enforceable against a tenant under the age of 18 (a minor). The Minors Contracts Act 1969 may apply.

2. Contact details

- › Each party must provide an email address and mobile phone number if they have them.
- › Each party must supply a physical address for service in New Zealand where notices and other documents relating to the tenancy will be accepted by them, or on their behalf, even after the tenancy has ended. Tenants who supply the rental address as their address for service should update this at the end of the tenancy. Parties may also supply an additional address for service which can include a PO Box, email or facsimile.

3. Rent

- › Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- › Receipts must be given immediately if rent is paid in cash.

4. Bond

- › A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- › If the bond is more than the equivalent of one week's rent it must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- › Receipts must be given for bond payments.
- › If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.
- › The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear and may not cover careless damage covered by the landlord's insurance

5. Landlord's responsibilities

- › Provide the room in a reasonable state of cleanliness.
- › Provide and maintain the room and boarding house to a reasonable state of repair and
- › Comply with all building, health and safety standards that apply to the premises.
- › Allow the tenant quiet enjoyment of the room.
- › Ensure the tenant has access to the room and toilet and bathroom facilities at all times and to other facilities at all reasonable hours.

- › Ensure the house rules and fire evacuation procedures are on display in the boarding house at all times.
- › Enforce the house rules in a fair and consistent manner and give 7 days' written notice of any new house rules.
- › Pay rates and any insurance taken out by the landlord. *
- › Inform the tenant if the property is on the market for sale.
- › Provide the tenant each week with an itemised account of the services provided and the amounts payable.
- › Not interfere with the supply of any services to the premises.
- › Appoint an agent and notify the tenant and Bond Centre of that person's details if the landlord is leaving New Zealand for more than 21 consecutive days.
- › Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations. Landlords need to have working smoke alarms installed in all their residential rental homes. Any replacement alarms installed after 1 July 2016 (other than hard-wired systems) need to have long life batteries and a photoelectric sensor.
- › Comply with all requirements in respect of insulation imposed on the landlord by regulations. All residential rental homes are required to have ceiling and underfloor insulation that meets minimum standards unless they meet one of the exceptions. This will apply from 1 July 2016 for landlords of income-related tenancies and 1 July 2019 for all other landlords.

* Tenants may be immune from claims by landlords where they or their guests caused careless damage to the property but the landlord's insurance covers the damage

6. Tenant's responsibilities

- › Pay the rent on time.
- › Keep the boarding room reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done. Seek information from the Ministry of Business, Innovation and Employment (0800 83 62 62).
- › Use the premises principally for residential purposes.
- › Pay all electricity, gas, water telephone and internet charges supplied to the individual room if they are exclusively attributable to the tenants occupation of the room, such as separately metered outgoings (note the tenant is not responsible for outgoings in respect of common facilities or in respect of rooms occupied by more than one tenant).
- › Not damage or permit damage to the premises, and inform the landlord of any damage.
- › Not disturb the neighbours or the landlord's other tenants.
- › Not alter the boarding house or room without the landlord's written consent.
- › Observe the house rules.
- › Not keep a pet on the premises without the landlord's permission.

- › Replace batteries in smoke alarms as required.
- › Not use the room and premises for any unlawful purpose.
- › Leave the room clean and tidy, and clear the property of your rubbish and possessions at the end of the tenancy.
- › At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.

7. Rights of entry

The landlord may enter the boarding house at any time.

The landlord may enter a boarding room **without notice only in the following circumstances:**

- › with the tenant's consent (or if the room is shared, the consent of any tenant of the room) freely given at, or immediately before, the time of entry, or
- › if the landlord believes on reasonable grounds that there is an emergency, or that there is serious risk to life or property, and immediate entry is necessary to reduce or eliminate that risk, or
- › where entry is necessary to provide services that the landlord and tenant have agreed to, as long as the entry is in accordance with the conditions of the agreement or house rules, or
- › in accordance with an order from the Tenancy Tribunal.

The landlord may enter a boarding room after giving 24 hours' notice to any tenant of the room, for any of the following purposes:

- › to inspect the room, if no inspection has been made within the last four weeks
- › if the landlord wishes to confirm whether or not a tenant has abandoned the room
- › where the landlord has reasonable grounds to believe the tenant has not met their obligations under the RTA
- › to show the room to a prospective tenant or purchaser
- › where entry is necessary to enable the landlord to fulfil their obligations under the Act
- › to inspect work the landlord required the tenant to carry out, or the tenant agreed to carry out

- › to show the room to a lender or registered valuer, real estate agent, expert, or building inspector engaged in the preparation of a report for the purpose of appraising or evaluating the boarding house
- › for compliance or preparation for compliance with any requirements regarding smoke alarms or insulation

When entering a boarding room, the landlord:

- › must do so in a reasonable manner
- › must not stay in the room longer than is necessary to achieve the purpose of entry
- › must not interfere with the tenant's property, unless it is necessary to achieve the purpose of entry
- › must not use or threaten to use unauthorised force.

8. Locks

Locks can only be changed with the agreement of both the tenant and the landlord. They should be provided and maintained in a secure state by the landlord.

9. Notice to terminate tenancy

The tenant may terminate the tenancy by giving the landlord 48 hours' oral or written notice.

The landlord may terminate the tenancy immediately if the tenant has caused or threatened to cause serious damage to the premises or serious disruption to other tenants, or has endangered or threatened to endanger people or property.

The landlord may terminate on 48 hours' written notice if the tenant is using the premises for an illegal purpose, has abandoned the room, or has not complied with a 10 day notice to pay rent arrears.

The landlord may terminate the tenancy by giving 28 days' notice in writing if no reason is given.

10. 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 breach.