

# Residential Tenancy Agreement

## HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 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 must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: [www.tenancy.govt.nz/healthy-homes/compliance-statement](http://www.tenancy.govt.nz/healthy-homes/compliance-statement)
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. 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.
14. The parties must record their full names correctly.
15. If a bond is paid, it must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
16. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. 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.
17. Letting fees can't be charged to tenants.
18. 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/disputes](http://www.tenancy.govt.nz/disputes) or call us for free information on **0800 836 262**.

## 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. Visit [www.tenancy.govt.nz/disputes/self-resolution](http://www.tenancy.govt.nz/disputes/self-resolution) or call us for free information on **0800 TENANCY (0800 836 262)**

### 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 contract may not be enforceable against a tenant under the age of 18 (a minor). The *Contract and Commercial Law Act 2017* 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 or electronic address.
- › If the landlord is going to be out of New Zealand for more than 21 days and has to appoint an agent, the landlord must give the tenant the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service.

### 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.
- › 60 days' written notice must be given for rent increases.
- › Rent shall not be increased within 12 months of the start of the tenancy or the last rent increase.
- › Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- › 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.
- › Bonds 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.

### 5. 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 requirements that apply to the premises.
- › 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.
- › Pay rates and any insurance taken out by the landlord.
- › Not seize the tenant's goods for any reason.
- › Inform the tenant if the property is on the market for sale.
- › Not interfere with the supply of any services to the premises.
- › If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- › Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days.
- › Inform the tenant of any changes to the information in the insurance statement within a reasonable time.

### 6. Tenant's responsibilities

- › Pay the rent on time.
- › Keep the premises 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.
- › Use the premises principally for residential purposes.
- › Pay all electricity, gas, telephone, and metered water charges.
- › Replace batteries in smoke alarms as required.
- › Not damage or permit damage to the premises, and to inform the landlord of any damage.
- › Not disturb the neighbours or the landlord's other tenants.
- › Not alter the premises without the landlord's written consent.
- › Not use the property for any unlawful purpose.
- › Leave the property clean and tidy, and clear of 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.
- › If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

### 7. Rights of entry

The landlord shall enter the premises only:

- › with the tenant's consent at the time of entry
- › in an emergency

- › for necessary maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms, insulation and healthy homes standards, from 8 am to 7 pm, after 24 hours' notice
- › for an inspection of the property or work done by the tenant, from 8 am to 7 pm after 48 hours' notice
- › with the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises (consent may not be unreasonably withheld but reasonable conditions may be imposed)
- › to test for contamination from 8am to 7pm, after 48 hours' notice.

## 8. Subletting and assignment

- › If not expressly prohibited by the landlord, the tenant may sublet or part with possession with the landlord's prior written consent.
- › Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.
- › Landlords must consider all requests from tenants to assign a tenancy and cannot withhold consent unreasonably. A provision in a tenancy agreement prohibiting assignment is of no effect. These rules do not apply to a social housing tenancy covered by section 53B(1) (a) of the Residential Tenancies Act 1986 if assignment is prohibited under this agreement.
- › The tenant(s) must not assign the tenancy without the prior written consent of the landlord.

## 9. Making changes to the property

- › Landlords must consider all requests from tenants for changes to the rental property, and must not withhold consent for a minor change (fixture, renovation, alteration, or addition), but may attach reasonable conditions. Responses to requests must be provided in writing within 21 days.
- › The tenant(s) must not make any changes without the prior written consent of the landlord.
- › The tenant(s) must return the property to a condition that is substantially the same as the condition that the property was in before any minor changes were made. However, the landlord and tenant may agree to a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place).
- › Please check the [www.tenancy.govt.nz](http://www.tenancy.govt.nz) website for further information.

## 10. Installation of fibre internet connection

Landlords must permit the installation of a fibre internet connection to the rental property if:

- › there is no fibre connection in the premises; and
- › it is possible to install a fibre connection in the premises; and
- › the tenant requests a fibre connection; and
- › the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).

Under some circumstances a landlord is not required to permit installation. There are rules for how landlords must respond to and facilitate requests for installation. Please check the [www.tenancy.govt.nz](http://www.tenancy.govt.nz) website for further information.

## 11. 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.

## 12. Insulation

- › Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- › Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must explain how it applies.
- › Landlords must make all reasonable efforts to obtain the required information. This includes physically looking, engaging a professional to do an assessment and/or checking the council building file.
- › This information can be included in the healthy homes standards compliance statement included in this agreement as a combined statement.

## 13. Insurance

- › Landlords must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- › Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- › If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- › Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

## 14. Healthy Homes Standards

From 1 July 2021, landlords must include a statement in all new and renewed tenancy agreements, which includes details of the property's current level of compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must include a statement in the tenancy agreement, which confirms:

- › that on and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act, **or**
- › that the landlord already complies with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

This statement can be combined with the healthy homes standards compliance statement included in this agreement, with one signature.

## 15. Notice to terminate tenancy\*

### *Fixed-term tenancies*

Fixed-term tenancy agreements that are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

### *Periodic tenancies*

Tenants terminating a periodic tenancy must give at least 21 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord. Landlords are able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice. The landlord may give 42 days' notice in writing – and must state the reason for termination if:

- › the premises are required as the principal place of residence for the owner or any member of that owner's family, and is to be lived in within 90 days after the termination date, for at least 90 days; or
- › the landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement); or
- › the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or
- › the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or by contractors under contracts for services with a school board of trustees. That fact is clearly stated in the tenancy agreement, and the premises are required for that use (this reason only applies if the landlord is the Ministry of Education).

The tenant can terminate the tenancy with two days' notice if the property was an unlawful residential premises at the start of the tenancy and it is still an unlawful residential premises. This applies to both fixed term and periodic tenancies.

### *Family Violence*

A tenant or their child/dependant who is subjected to family violence during a tenancy can withdraw from their tenancy by giving at least two days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

### *Physical Assault*

The landlord can give notice of at least 14 days to terminate a tenancy if the tenant has assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and evidence is provided that a charge has been filed by Police against the tenant in respect of the assault.

## 16. Termination by Tribunal

The landlord may apply to the Tenancy Tribunal for a termination order where:

- › the rent is 21 days in arrears
- › the tenant has caused or threatened to cause substantial damage to the premises
- › the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, or a neighbour
- › the tenant has failed to comply with a 14 days' notice to remedy a breach
- › the premises are unlawful residential premises.

The landlord may apply to the Tenancy Tribunal for a termination order of a periodic tenancy if:

- › the landlord has given the tenant a written notices on three separate occasions for anti-social behaviour within any 90-day period; or
- › the landlord has given the tenant a written notice on three separate occasions when the tenant has missed their rent payment and this has remained unpaid for at least five working days within a 90-day period.

The landlord must apply to the Tenancy Tribunal within 28 days of issuing the third notice. More information is available at [www.tenancy.govt.nz](http://www.tenancy.govt.nz)

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act, or if the property is an unlawful residential premises.

## 17. 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.

## 18. Unit Title Property

The landlord must notify the tenant of any variations to body corporate rules affecting the premises.

## 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 will be used as an address for services (strike out if not agreed)

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

**Additional address for service** (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

## TENANT DETAILS

Name(s)

Identification  Driver's 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 will be used as an address for service (strike out if not agreed))

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

**Additional address for service** (An additional address for service may be a PO Box or electronic address. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.)

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

Yes  No

## TENANCY DETAILS

Address of tenancy

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ To be paid  in advance Frequency (tick one)  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. The tenancy shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

2. **Strike out one option:**

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

OR

This tenancy is for a fixed term, ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

NB: Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- > the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; or
- > before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit [www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/](http://www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/) for more information.

3. Strike out the bold wording below if it is not applicable

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent**.

Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

4. Insert other terms of this tenancy (eg. pets, no smoking indoors, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

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## 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 pages 2, 3 and 4 of this agreement.

Signed by

Date signed

LANDLORD

Signed by

Date signed

TENANT

Signed by

Date signed

TENANT

## INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

### Law changes relating to insurance and damage

- › Landlords are required to disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- › If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- › They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- › Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- › If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- › Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

### Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

#### Address of tenancy

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There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

Yes  No

The table below specifies the excess amounts of all relevant insurance policies for this property.

Name/type of policy	Insurer	Excess amount
1.		\$
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

**If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.**

## PROPERTY INSPECTION REPORT

This report is intended to help avoid disputes

This should be used to record the condition of the property 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.

ROOM AND ITEM	CONDITION ACCEPTABLE?			DAMAGE/DEFECTS
	LANDLORD	TENANTS		
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
Refrigerator				
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
LAUNDRY	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Washing machine			
Wash tub				
BEDROOM 1	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 2	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 3	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
Blinds/Curtains				



<b>BEDROOM 4</b>	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
<b>GENERAL</b>	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			

## Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$7,200.

### Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:

- There is at least one working smoke alarm in each bedroom **or** within three metres of each bedroom’s door – this applies to any room a person might reasonably sleep in.
- If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- None of the smoke alarms has passed the manufacturer’s expiry or recommended replacement date.
- All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer’s instructions.
- All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to [www.tenancy.govt.nz/smoke-alarms](http://www.tenancy.govt.nz/smoke-alarms)

## List of furniture and chattels

Provided by the landlord

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## Water Meter Reading

For use if charging for water

At start of tenancy

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## Signatures for Property Inspection Report

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

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Signed by \_\_\_\_\_ Date signed \_\_\_\_\_

LANDLORD

Signed by \_\_\_\_\_ Date signed \_\_\_\_\_

TENANT

## Rent and Bond Receipt

Initial rent payment             \$ \_\_\_\_\_

Bond                                     \$ \_\_\_\_\_

Total                                    \$ \_\_\_\_\_

To (name) \_\_\_\_\_

Date paid \_\_\_\_\_

Signed as received

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