

Tenancy Conditions –

1. Agreement

- a) The parties agree that the Residential Tenancies Act (1986) shall apply to and affect this agreement. A copy of the Residential Tenancies Act (1986) and other useful information for tenants is available by viewing <http://dbh.govt.nz/tenancy-index>
- b) The tenant shall advise the landlord of any change to his/her contact numbers, email address or address for service.
- c) The tenant shall pay a letting fee equivalent to one weeks' rent to Property Solutions HQ Ltd for services rendered in the granting of this tenancy. The letting fee is not refundable should for any reason the tenancy not proceed.
- d) As a condition of this tenancy and prior to the commencement of this tenancy and the release of the keys to the property, the tenant agrees to pay in full the amount agreed upon as stated on the front page.
- e) The condition of the property at the commencement of the tenancy and any chattels will be recorded on the Property Condition report. This will be supplied to the tenant by the landlord and it will be the responsibility of the tenant to return the report to the landlord, noting any items of difference, within 7 days of the commencement of the tenancy, otherwise the tenant accepts the property in the condition referred to in the Property Condition report.

2. Alterations

The tenant agrees not to make any alterations to the premises, nor to affix anything to the walls that will damage them or leave a mark. This includes nails, pins, adhesive tape or blue tack. The tenant agrees not to deface or damage any walls, ceilings, floors or any of the landlord's fixtures and fittings. This includes changes to the house such as decorating, renovations, alterations or additions. The tenants agrees to only use 3M hooks to hang pictures.

3. Bins

The tenant agrees to put the rubbish, recycling and organics bins out for collection on a weekly basis using the appropriate Christchurch City Council bins. These bins must be brought back onto the property by 11pm on the day of collection. If any CCC bins go missing, the tenant must report this to the landlord via email within 24 hours of collection day. If this is not done, there will be a charge to the tenant for a replacement bin. The charge is \$106.95 for a green organics bin, \$118.45 for a red rubbish bin and \$129.95 for a yellow recycling bin. The landlord has provided the tenant with a 2nd CCC recycling bin free of charge and also an extra rubbish bin provided by EnviroWaste. The tenant agrees to leave the yellow, red and greens bins empty and clean at the end of the tenancy.

4. Cleanliness

The tenant agrees to keep the interior of the property and ground clean and tidy and acknowledges that the landlord will be carrying out 2 monthly inspections with notice to be given as to when these will be done.

5. Damage

The tenant agrees to notify Property Solutions HQ Ltd immediately after the discovery of any damage or the need for repairs. Any damage caused directly by the tenant misusing appliances, the building or the surrounding property will be repaired at cost to the tenant. The tenant shall replace all broken chattels including but not limited to windowpanes, mirrors, door handles and light shades in the property if such damage is caused intentionally or by neglect. Items so replaced must be of at least the same quality as those in the property at the date of this agreement. The tenant shall also keep the drains, sanitary appliances and sink waste free from obstruction and be responsible for any plumbing costs arising from blockages caused by negligence or misuse.

6. Dangerous Substances

The tenant agrees not to keep or store any heating device or fuel for the same, in or about the premises nor to store any potentially combustible substance in or about the premises. The tenant agrees not to do anything which would render the premises uninsurable or cause the landlord's insurance premium to be increased.

7. End of Tenancy

The tenancy agrees that on or by the last day of the tenancy, to leave the premises and return all keys belonging to the landlord by 5pm. All rubbish and personal belongings must be removed by this date. The tenant is liable for costs associated with changing the locks or replacing any missing articles incurred after this date. The tenant acknowledges and agrees to leave the property clean and tidy and to have all carpets professionally cleaned (Please don't use "rug doctor" as this damages the carpet). The tenant agrees to leave all light bulbs in place and in working condition at the end of the tenancy.

8. Fixed Term Tenancy

A fixed term tenancy cannot be terminated by giving notice. If one of the tenants has a change of circumstance and wishes to replace themselves on the tenancy agreement, the landlord may agree to this. That tenant would need find a replacement tenant suitable in all respects to the landlord, pay the rent up until a new tenant can move in and pay an admin fee of \$150 to cover the costs incurred by the landlord.

9. Grounds

The tenant agrees to keep the grounds reasonably clean and tidy at all times, free from rubbish and paper. The tenant agrees not to cut, damage or remove any tree, shrub or bush from the property. The tenant agrees not to light fires anywhere on the property. The landlord is responsible for mowing the lawns and any tree trimming, hedge/bush trimming and weed spraying required. The tenant agrees to keep the lawns clear for the contractor to be able to mow them. If the contractor has to move the tenants' items to be able to mow the lawns, the tenants will be charged a fee.

10. Insurance

Property Solutions HQ Ltd recommend that all tenants arrange their own contents insurance. We also recommend that the policy should have a public liability extension.

11. Keys & Locks

Locks can only be changed with the agreement of both the tenant and the landlord. If a tenant needs a replacement key for any lock outside of business hours, the tenant will need to call a locksmith at their own cost. Non returned keys will be charged at \$10 per key.

Keys Provided:

Front door _____ Sleepout _____

Back door _____ Other _____

12. Liability / Cost Collection

The tenants agree that they are jointly and severally liable to the landlord for any debt due to the landlord. The tenant agrees that the landlord is entitled to claim any costs incurred through debt collection processes over and above any debt owed. This includes Tenancy Tribunal application fees.

13. Maintenance & Repairs

The tenant agrees to allow a reasonable amount of time for a tradesperson to be arranged to carry out repairs & maintenance. The tenant agrees that for any unnecessary maintenance callouts initiated by the tenant, where it is found that the tenant has caused the issue, the full cost of the callout will be charged to the tenant. If the tenant fails to let the tradesperson in at the agreed time, the tenant will be liable for the extra callout charge.

14. Mattresses

The tenant agrees not to have their mattress or base of their bed sitting directly on the floor, as they can damage the carpet. The mattress must sit on a base with feet.

15. Number of Occupants

The tenant agrees that the maximum number of people to reside in the tenancy is _____.

16. Pets

The tenant shall not keep any pets or animals of any description on the premises without the express written permission of the landlord. Any damage that occurs to the property of chattels caused as a non-observance of this restriction shall be the sole and complete responsibility of the tenant.

17. Rent

The tenant agrees to pay their rent weekly in advance via automatic payment. The rent must be paid from only one account – we cannot accept several payments from different accounts. The property address must be used as the reference.

18. Rights of Entry

The landlord shall enter the premises only: with the tenant's consent at the time of entry, in an emergency, for repairs or maintenance (from 8am to 7pm, after 24 hours' notice), for an inspection of the property (from 8am to 7pm after 48 hours notice), with the tenant's prior consent, to show the premises to prospective tenants, purchasers or a registered valuer, 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.

19. Smoke Alarms

The tenant agrees not to touch, or attempt to disable or disconnect or to interfere with any means of escape from fire, including smoke detectors, in any way and not to permit any occupant, guest or visitor, to do the same. Smoke alarms are provided for your safety. Please advise the landlord if any batteries or maintenance is required. Tenants will be charged the full replacement and installation cost if any smoke alarms are removed or damaged. We use 10 year smoke alarms and the cost to the tenant is \$70 per alarm, including installation.

20. Smoking & Drugs

The tenant agrees that smoking and the use of any illegal substance is prohibited anywhere in or on the property.

21. Subletting

The tenant agrees not to assign, sublet or part with possession or the occupation of the premises or any chattels during the term of the tenancy.

22. Use of Dwelling

The tenant agrees to use the premises principally for residential purposes and not use it for any unlawful purpose. The tenant further agrees not to make noise or disturbance which amounts to breach of the peace, privacy or comfort of the other tenants in use of those premises or that adversely affects neighbours. If any fine is imposed upon the landlord, due to the tenant's behavior, the tenant agrees that they are liable in full for this charge.

23. Utilities

The tenant agrees to pay all charges for electricity, telephone and gas used in and on the property. If gas is used for hot water or cooking, the tenant agrees that the gas bottles will be left filled at the end of the tenancy.

24. Vehicles

The tenant agrees to park only the tenants cars in the car park spaces provided. The tenant shall ensure that vehicles are not parked on the property in a manner that would result in damage to the property and no vehicle oil changes are to be made on the property. If any tenant or visitors of a tenant damages grass with a vehicle, the tenant will be liable to rectify the damage caused.

25. Ventilation

The tenant agrees to keep the premises well ventilated at all practical times to prevent the buildup of mould and mildew. The tenant shall ensure condensation is wiped from all windows and window sills on a regular basis. If the tenant does not ventilate adequately, they may be liable for the cost of rectifying the room to its original condition.

We agree to the rent the premises on the terms outlined above.

Signed by Property Solutions HQ Ltd on behalf of the Landlord

Date _____

Signed by the Tenants

Date _____