

Residential Tenancy Agreement

This agreement is subject to the provisions of the Residential Tenancies Act 1986, and any subsequent amendments

The LANDLORD: Grenadier Accommodation Centre Limited, MREINZ Licensed Agent REAA 2008
Address for Service: Grenadier House, Level 1, 98 Moorhouse Avenue, P O Box 36-360, Merivale, Christchurch 8146
Contact Address: Grenadier House, Level 1, 98 Moorhouse Avenue, P O Box 36-360, Merivale, Christchurch 8146
telephone: 03-377-0400 email: enquiries@assetmanagers.co.nz
As Manager/Agent for: <Name of Property Owner> **(The Property/Premises Owner)**

The TENANT: <Tenant Names go here>
Address for Service: <Tenant Address for Service>
email Address for Service: <Tenant Primary email address>; <Tenant Secondary email address>
Contact Address: <Tenancy Address as Contact Address>

The Parties Agree that the Landlord grants the Tenant a residential tenancy at the Premises described below, and the Tenant accepts the tenancy on the terms and conditions set out in this Tenancy Agreement.

Address of Premises <Full Address of the Property goes here>

RENT: <Weekly rent> per week, payable IN ADVANCE, by Electronic Bank Transfer/Deposit to:
Account: **03-1702-0098270-01** Reference **<Reference>** This Reference Number must be included on all rent deposits.

BOND: <Bond amount> To be paid by the Tenant, and lodged with the Tenancy Services Bond Centre by the Landlord.

Commencement date of tenancy: <Tenancy Start Date>

Term of tenancy: A fixed term tenancy, terminating on: <Tenancy End Date>

Maximum number of persons who may reside in the premises at any one time: <Number of residents>

PETS <Any permitted pets to be specified here>

UTILITIES: The rent is inclusive of normal water charges, but the Tenant will pay any excess water charges levied by the Council. The Tenant is responsible for arranging connection of electricity, gas, telephone and internet, and is responsible for all charges.

CHATELS <Tenancy Inventory to be shown here>

Unless stated, all signatories to this Tenancy Agreement are at least 18 years of age. The Tenant understands that this agreement becomes legally binding upon the signing of this document, and that all Tenants are jointly and severally liable for any debts arising from this tenancy.

The Tenant agrees to pay the **Total Payment Due** specified below promptly after signing this Tenancy Agreement. Should the **Total Payment Due** not be paid in full prior to the Commencement Date of this tenancy, the Landlord reserves the right to declare this agreement null and void.

TOTAL PAYMENT DUE:	RENT DUE	BOND DUE	LETTING FEE	TOTAL PAYMENT DUE
	\$ Amount	\$ Amount	\$ Amount	\$ Total Amount

SPECIAL CONDITIONS OF THE TENANCY:

The Tenant agrees not to smoke, nor to permit smoking, inside the dwelling at any time.
No freestanding gas heaters are permitted to be used inside the dwelling.
Any Special Conditions are shown here.

Signature of Landlord

Dated: ____ / ____ / ____

Signatures of The Tenant

Dated: ____ / ____ / ____

General Tenancy Conditions

The following conditions shall apply to this tenancy, unless otherwise specified in the Special Conditions on the front page of this agreement

PARTIES TO THE AGREEMENT The expressions "Landlord" and "Tenant" include, where appropriate, the executors, administrators, successors and permitted assigns, employees and contractors of the Landlord and the Tenant.

ASSIGNMENT The Tenant shall not assign, sublet or part with possession or the occupation of the property, or any part of it, or of any item of Inventory during the term of the tenancy. Contravention of this condition constitutes an Unlawful Act under the Residential Tenancies Act, and is subject to a claim for exemplary damages of up to \$1000.

ADDRESS FOR SERVICE Any notices will be served at the nominated Address for Service, including any specified email address. The Tenant shall advise the Landlord of any change to their contact numbers, email or address for service. During the tenancy, routine communications will go via email, and paper copies may be sent to the tenancy address.

LETTING FEE The Tenant shall pay a Letting Fee (as specified overleaf) to Grenadier Accommodation Centre Limited for services rendered in granting this tenancy. This fee is due on the signing of this Tenancy Agreement, and it is non-refundable.

BOND Through mutual agreement, the Landlord may use the Bond to remedy any damage that the Tenant may have caused during the tenancy, or to put right any matter that the Tenant was obliged to do under this Tenancy Agreement, and for any rent and outgoings that is due at the end of the tenancy. After any deductions required, the balance of the Bond shall be refunded to the Tenant. This clause shall not release the Tenant from any liability in respect of any breach of their obligations under this agreement. If a mutual agreement cannot be reached, application will be made to the Tenancy Tribunal for resolution.

INSPECTIONS The Tenant acknowledges that the Landlord will carry out regular inspections during the tenancy. Prior Notice on Inspection times will be given.

FIXED-TERM TENANCY This "Fixed-term tenancy" runs for a set period of time, and this Tenancy Agreement clearly shows the Commencement Date as being the first day of the tenancy, and the date the tenancy will end (Termination Date). The Tenant acknowledges that this agreement only covers the dates specified on the Tenancy Agreement, and that there is no undertaking whatsoever by the Landlord or the Property Owner that it will be extended beyond the Termination Date.

For the tenancy to be extended beyond the Termination Date of this agreement, then new Tenancy Agreements must be negotiated and signed no later than 21 days prior to the Termination Date of this agreement. If documents are not completed by this date, then the parties agree that the tenancy will end on the Termination Date, and that the Tenant will return vacant possession to the Landlord.

This Tenancy Agreement cannot be terminated by notice from either party, but may be terminated with the written consent of both parties, or by the Tenancy Tribunal for breaches of tenancy, or under s66 of the Residential Tenancies Act (extreme unforeseen circumstances causing hardship).

If the Tenant wishes to break the term of this tenancy, and leave the property at any time prior to the Termination Date, then they agree to inform the Landlord in writing, and that they will incur a **Break Tenancy Fee** of \$ 287.50 (incl GST), payable to Grenadier Accommodation Centre Ltd. On receipt of this **Break Tenancy Fee**, the Landlord will endeavour to assist the Tenant to find and approve suitable replacement tenants for the property to take over the balance of the term of this fixed-term tenancy. The Tenant acknowledges that they remain liable for all rent payable until the date that replacement tenants move into the property, or the Termination Date, whichever is the sooner. That tenancy will be covered by a new Tenancy Agreement.

Tenant Initials

BODY CORPORATE If the Premises forms part of a Body Corporate, the Tenant will be supplied with a copy of the Body Corporate Rules applicable to the tenancy Premises. The Tenant acknowledges that they are bound by those Rules as part of this Tenancy Agreement, and that those Rules supersede the Residential Tenancies Act.

USE OF PROPERTY The Tenant shall use the property principally for residential purposes, and agrees that any minor commercial purpose shall be limited to administrative work only. The Tenant shall not do anything, nor allow anything to be done, upon the property (including excessive noise) which shall be a nuisance, disturbance or annoyance to the Landlord, or the occupiers or owners of adjoining properties; or which may make an additional insurance premium payable or which may make the insurance on the property void. The Tenant is not permitted to display any signage or street advertising on, or outside, the property.

MAINTENANCE The Landlord shall provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises and the period during which the premises are likely to remain habitable and available for residential purposes; and shall comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises. The Tenant shall advise the Landlord immediately after the discovery of any damage or the need for repairs. The Tenant shall not arrange any maintenance or repairs outside of s45(1)(d) of the Residential Tenancies Act without the Landlord's prior consent. The Tenant agrees to allow a reasonable amount of time for a tradesperson to be arranged to carry out repairs. The Tenant also agrees to pay the cost for any tradesperson's call-out charge if prior arrangements to allow the tradesperson to enter the property to effect repairs are not complied with, or if the maintenance is proven to be a Tenant responsibility.

RENOVATIONS The Tenant shall not make any renovation, alteration or addition to the premises without the Landlord's written consent. The Tenant agrees not to affix cellotape, blutac, or nails to the walls, ceilings, floors, doors or any part of the property without first obtaining permission in writing from the Landlord. Use of existing picture hooks is permitted by the Tenant provided that the Tenant accepts all responsibility for their use, and new non-marking removable hooks are allowable.

LOCKS & ALARMS The locks may only be changed with the prior consent of both parties. If the Tenant wishes to change any locks then, as a condition of the Landlord consent, they agree to immediately supply a full spare set of keys to the Landlord. If there is an alarm at the property which is included in this tenancy, then the Tenant may change the alarm code at their expense, but they must provide the new code to the Landlord. The purpose of these conditions is to ensure that the Landlord can gain entry to the property in an emergency situation, and in accordance with the provisions of s48 of the Residential Tenancies Act.

DAMAGE The Tenant shall be responsible for any loss or damage to the property, or any items of inventory, that is caused carelessly or intentionally. 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.

RENT REVIEW The Landlord may review the rent from time to time and may increase the rent in accordance with section 24 of the Residential Tenancies Act 1986. No increase will take effect within 180 days after the date of the commencement of the tenancy or within 180 days after the date on which the last increase took effect.

INSURANCE The Property Owner is responsible for insuring the dwelling and chattels. The Tenant is responsible for insuring their own possessions, and is recommended to seek independent advice on obtaining their own Insurance to cover potential damage to the Property Owner's property included in this tenancy, which the Tenant may be held liable for.

BREACH OF TENANCY Should the Tenant breach any of the terms of this agreement, or breach the provisions of the Residential Tenancies Act (1986), and its subsequent amendments, then the Landlord shall be at liberty to pursue all the remedies set out in that Act. Either party may approach Tenancy Services for advice about any possible breach of this agreement, tenancy dispute, or to clarify their rights and responsibilities.

END OF TENANCY At the end of the tenancy the Tenant will clean the property, remove all rubbish and personal effects, remedy all damage, and return all keys and security devices to the Landlord no later than midday on the first working day following the final day of the tenancy. The Tenant acknowledges that failure to return vacant possession without reasonable excuse, or the failure to observe their duties on termination, are unlawful acts.

COSTS The Tenant shall be liable to reimburse the Landlord for any reasonable expenses or commissions paid or incurred by the creditor in recovering, or attempting to recover, any overdue payment that the debtor owes to the creditor under an order of the Tenancy Tribunal.

VENTILATION The Tenant shall ensure the dwelling receives adequate ventilation to prevent mildew on ceilings, walls and window coverings.

TELEVISION The Tenant acknowledges that the premises may not include an appropriate communication apparatus suitable to watch digital televisions. If the Tenant wishes to install one at the Tenant's cost, the Tenant agrees to first obtain a written consent from the before authorizing any installation of TV aerial, satellite dish or cable TV which may cause damage to the property if removed.

DANGEROUS GOODS The Tenant shall not store any potentially combustible substance on the property unless the storage complies with the Dangerous Goods Regulations 1976.

FIRE ESCAPE The Tenant shall not interfere with any means of escape from fire, including smoke alarms. Interfering in any way with any means of escape is an Unlawful Act

GARDENS Unless otherwise stated overleaf, the Tenant shall be responsible for keeping the lawns cut, and keeping the gardens and grounds in a reasonably tidy condition at all times. The Tenant shall not remove, prune or damage any tree, shrub, bush or plants from the garden; shall water the lawns and gardens as required so that they remain healthy, and shall remove all garden rubbish from the property promptly.

RUBBISH The Tenant shall keep the interior and exterior of the property and grounds clean and tidy and free from rubbish, bottles, and cigarette butts or similar, at all times during the tenancy, and shall dispose of all rubbish, recycling and organic waste in accordance with Council policy, and keep the property free from pests and vermin. Upon the termination of the tenancy, the Tenant shall leave all Council issued rubbish and recycling bins at the property for the next occupant.

VEHICLES The Tenant shall ensure that vehicles are not parked on the property in a manner that would result in damage to the property or, in the case of shared driveway access, which blocks access for any other resident using the shared access way.

PETS If the Tenancy Agreement does not provide for any pets, then no animals, birds or fish are to be kept or brought onto the property at any time, and any damage that occurs to the property or chattels caused as a non-observance of this restriction shall be the sole and complete responsibility of the Tenant. Any pets specified overleaf are permitted on the conditions that the Tenant immediately rectifies any damage they may cause to the property, and that the Tenant has all carpets commercially cleaned at the end of the tenancy. If pets are permitted, and there is any change to the situation with the current pet, then the Tenant must obtain prior written approval from the Landlord before any other pet/animal is brought onto the property. Any permitted dogs must be tied securely away from the access to the dwelling premises on Inspection days.

Initials of The Landlord

Initials of The Tenant