

# 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 fax: 03-377-0440 email: enquiries@assetmanagers.co.nz  
**As Managers for:** <Name of the Property Owner goes here> **(The Property Owner)**

**The TENANT:** < Names of all the legal Tenants go here >  
< Extra Tenant names go here if needed >  
**Address for Service:** < Address for Service nominated by the Tenants goes here >  
**email Address for Service:** < Email Address for Service nominated by the Tenants goes here >  
**Contact Address:** < Contact Address – the tenancy address goes here >

To the Landlord, I/We The Tenant offer to rent the property described below on the following terms and conditions:

**Address of Premises** < Address of the Rental Property goes here >

**RENT:** < \$ > per week, payable IN ADVANCE, by Electronic Bank Transfer/Deposit to:  
Account: 03-1702-0098270-01 Reference < Reference >

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

**Commencement date of tenancy:** < Start date of the tenancy goes here >

**Term of tenancy:** A fixed term tenancy, terminating on: < End date of the tenancy goes here >

**Maximum number of persons who may reside in the premises at any one time:** < Number of people goes here >

**PETS PERMITTED:** < If any pets are allowed to be kept, they are specified here >

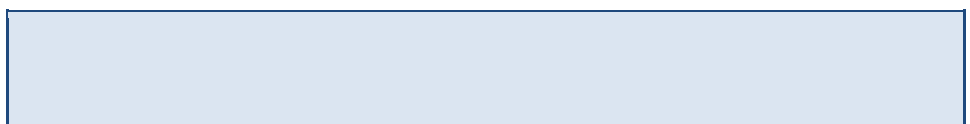
**UTILITIES:** The rent is inclusive of normal water charges, but the Tenant will pay any excess water charges levied by the Council. The Tenant is responsible for arranging connection of electricity, gas, telephone and internet, and is responsible for all charges.

**CHATELS:** «Contact\_ctInventory»

This agreement is subject to the general conditions overleaf & any special conditions below. 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 initial payment specified below promptly, and acknowledge that the Landlord will not release keys until the amount has been paid in full.

TOTAL TO BE PAID:	RENT	BOND	LETTING FEE	TOTAL DUE
	< First Rent >	< Bond Due >	< Fee Due >	< Total Due >

**SPECIAL CONDITIONS OF THE TENANCY:**  
< Any special conditions of the tenancy are printed in this space >



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 expression "The Landlord" includes the Landlord and his/her executors, administrators and managers. "The Tenant" includes the Tenant and his/her executors and administrators.

**ASSIGNMENT:** The Tenant shall not assign, sublet or part with possession or the occupation of the property, or any part thereof, 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 or address for service. During the tenancy, routine communications will go 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 agreement, and it is non-refundable.

**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 Tenant Liability Insurance to cover potential damage to the Property Owner's property included in this tenancy, which the Tenant may be held liable for.

**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.

**FIXED-TERM TENANCY:** this "Fixed-term tenancy" runs for a set period of time, and these Tenancy Agreements clearly show the Commencement Date as being the first day of the tenancy, and the date that 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

**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.

**DAMAGE:** the Tenant shall be responsible for any loss or damage to the property, or any items of inventory, caused wilfully or by neglect. 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.

**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 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 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.

**LOCKS & ALARMS:** The locks may only be changed with the consent of both parties. If the Tenant changes any locks, then they agree to immediately supply a full spare set of keys to the Landlord. Similarly, 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.

**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 any trees or plants from the garden, shall water the lawns and gardens as required, and shall remove all garden rubbish from the property.

**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.

**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. 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.

**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 Landlord (or the agent acting on behalf of the Landlord) before authorizing any installation of TV aerial, satellite dish or cable TV which may cause damage to the property if removed.

**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. The Tenant also agrees not to dismantle any motor vehicle within the boundaries of the property, nor on the street side adjacent to the premises, and not to keep any unregistered or unwarranted vehicles on the property at any time.

**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.

Initials of Landlord

Initials of Tenants