

Tenancy Agreement

Clutha
District Council



Landlord's Name:	<input type="text"/>		
Address for Service:	<input type="text"/>		
Phone (day):	<input type="text"/>	Phone (night):	<input type="text"/>
Landlord's Agent:	<input type="text"/>		
Landlord's Address for Service:	<input type="text"/>		
Tenant's Name:	<input type="text"/>		
Alternative address for Service (if other than tenancy address):	<input type="text"/>		
Address of rented premises:	<input type="text"/>		
The landlord and the tenant agree that:			
1. This tenancy shall commence on:	<input type="text"/>		
2. The rent shall be	\$ <input type="text"/>	per week.	
3. Two weeks rent to be paid on collection of key totalling:	<input type="text"/>		
a. Rent payments will commence the following week on:	<input type="text"/>		
b. The tenant agrees that if payment of rental lapses into arrears, the two weeks rental taken at the time of uplifting keys be automatically put towards rent owed.			
4. The rent shall be paid at the following place or into the following bank account number:	<input type="text"/>		
5. No smoking inside the unit.			
6. The tenant shall not assign (transfer) or sublet the tenancy or any of the chattels, without first gaining the Landlord's written permission.			
7. The tenant shall be liable for any damage/cleaning costs incurred upon vacating the flat.			
8. This tenancy is subject to the Residential Tenancies Act 1986.			
9. The grounds attached to the premises will be subject to any right of access to any other premises.			
10. Pets - small pets may be allowed upon written application and at the discretion of the Community Services Coordinator. Please note that this privilege may be terminated if:			
(a) an animal is deemed to become a nuisance to neighbours; and			
(b) the animal is found to be damaging or soiling Council Housing units (NOTE: Any damage caused by a pet will be repaired by the Council at the Tenant's cost); and			
(c) the dog is not on a lead or under owner control at all times within the council complex; and			
(d) the dog fouls in a public area and is not cleaned up by the owner as soon as practicable; and			
(e) a current registration is not maintained for dogs at all times.			
11. Maximum number living at tenancy is:	<input type="text"/>		
12. Where more than one tenant is living in the tenancy, all tenants are to be jointly and severally liable for all rent, damage, etc.			
Landlord:	<input type="text"/>	Date	<input type="text"/>
Tenant:	<input type="text"/>	Date	<input type="text"/>

Clutha District Council, 1 Rosebank Terrace, PO Box 25, Balclutha 9240
P: 03 419 0200; F: 03 418 3185; E: help.desk@cluthadc.govt.nz
www.cluthadc.govt.nz

RESIDENTIAL TENANCY AGREEMENT

Rights and responsibilities

This is an outline of the provisions of the Residential Tenancy Agreement between Council and the Tenant. For more information you should contact Loesje Morrison, Clutha District Council.

1. Agreement

- 90 days' notice in writing must be given for any increase in rent
- Shall not be increased within 180 days of the start of the tenancy or the last rent increase.
- Receipts must be given, except where rent is paid by automatic deduction, by not-negotiable personal cheque, or into a bank account operated exclusively for the tenancy.
- Receipts must state
 - a. The amount and the nature of the payment
 - b. The date of payment
 - c. The address of the premises
 - d. The name of the person who made the payment
- Two weeks rent in advance will be paid on collection of keys. Rent/balance owing to the tenant at time of vacating the premises will be released when:
 - a. The premises has been inspected and left to the satisfaction of the landlord.
 - b. Any damages incurred by the tenant are paid for.

2. Responsibilities

The landlord shall:

- Provide and maintain the premises in a reasonable condition
- Allow the tenant quiet enjoyment of the premises
- Comply with all building, health and safety standards so far as they apply to the premises.
- Pay rates, insurance and land tax.

The tenant shall:

- Pay the rent
- Keep the premises clean and tidy and notify the landlord of any repairs needed.
- Pay electricity and telephone.
- **Not damage or permit damage to the premises. Any damage incurred by the tenant will be charged to the tenant.**
- Not disturb the neighbours or the landlords other tenants.
- Not make alterations to the premises without the landlords' written consent.

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- **Leave the property clean and tidy. Any cost incurred by the landlord to clean the premises when vacated will be charged back to the tenant.**
- **Clear the property and outside areas of all rubbish and tenants possessions. Any cost incurred to clear rubbish and dispose of the rubbish will be charged back to the tenant.**
- Not exceed any limit set by the landlord on the number of occupants in the premises.
- Be responsible and liable for the actions of other people on these premises.

3. Right of entry

The landlord shall enter the premises only:

- with the tenants consent at the time of entry
- in an emergency
- Between 8am and 7pm after 24 hours' notice for repairs or maintenance.
- Between 8am and 7pm after 48 hours' notice for an inspection.

4. Subletting and Assignment

- The landlord may limit the number of people who reside in the premises.

5. Locks

Neither the landlord nor the tenant shall change the locks without the consent of the other party.

6. Notice of Leave

The landlord shall give 90 days' notice, unless vacant possession is required for

- Sale
- Occupation by the landlord or a member of the landlords family, or
- Providing this has been agreed at the start of the tenancy for an employee of the landlord in which case 42 days' notice can be given.
- The tenant shall give the landlord 21 days' notice in writing.

7. Termination of Tenancy

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 landlords' family, or a neighbour.
- The landlord has given the tenant reasonable notice of not less than 10 working days to rectify a breach of the Tenancy Agreement and the tenant has not complied with the notice.

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8. Disputes

In the case of any dispute or breach of the Tenancy Agreement the landlord, and/or the tenant can make an application to the Tenancy Tribunal. Generally such application will be referred to a Tenancy Mediator, who will be available to help resolve the problem.

9. Motor Vehicles

Some of the locations provide off street parking and limited covered parking. The allocation of parking space is on a first come first served basis. The covered parking is charged at \$5.00 per week. Please indicate in your application if you have a car and require a covered park. For those locations without off street parking, the tenants are requested not to park their vehicles on the grass. Visitors parking cars on the grass is prohibited.

10. Ground Maintenance

The Council has contractors to undertake the maintenance of the grass and some gardens. Tenants are free and encouraged to maintain and plant the gardens surrounding the unit. Please notify Council if you do not wish to maintain the garden or it has become too difficult to maintain.

11. Maintenance

Council will undertake most of the maintenance on the units and contractors will be engaged to do the maintenance. Should your unit require attention please contact the nearest service centre to advise them of your requirements.

The replacement of light bulbs is the responsibility of the tenant.

When the unit is vacated it will be inspected to check for any damage and the general cleanliness. (item 2 will apply)

12. No Smoking

Smoking is prohibited in all Council Housing Units. Failure to comply may result in the tenancy being terminated.

I acknowledge that I have read and understood the above tenancy agreement between Council and myself the tenant.

Tenant:		Date
Landlord:		Date: