

## - RESIDENTIAL TENANCY AGREEMENT –

### Landlord details ('The Landlord')

Name(s): Nathan Najib and **Najib Property Management Ltd** as agent for

Address:

Phone: 027 533 3945 Email: [info@najibre.co.nz](mailto:info@najibre.co.nz)

### Tenant details ('The Tenant')

Name(s):

Identification: Drivers Licence ☐ Passport ☐ Other ☐

Identification numbers:

Physical address for service

Mobile:

Is any tenant under the age of 18?

The property is for occupation of not more than      persons.

Pets are allowed at the property:

### Tenancy details ('The Property')

Address of tenancy:

Rent per week:                      To be paid in advance: Weekly ☐ Fortnightly ☐

Bond amount:                      Letting Fee:

**Total:                      to be paid before tenancy begins**

Rent to be paid into Bank Account No.: 01-0777-0088961-00

Account Name: E NAJIB

Branch Bank: ANZ

**The Landlord and the Tenant agree that:**

The tenancy shall commence on:

The tenancy is a periodic tenancy and may be ended by either party giving notice as required under the Residential Tenancies Act 1986

OR

The tenancy is for a fixed term ending on:

NB: Fixed-term tenancies automatically become periodic upon expiry of the fixed-term unless either party gives the other written notice of their intention not to continue with the tenancy. That notice must be given no more than 90 days, and no less than 21 days, before the end of the fixed term.

*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.*

**1. Agreement**

- (a) The parties to this agreement agree that the Residential Tenancies Act (1986) shall apply to and affect this agreement.
- (b) The Tenant covenants that the particulars on the Tenancy Application/Information Form are correct, and form part of this agreement.
- (c) Should the Tenant breach any of the terms of this agreement or breach any provisions of the Residential Tenancies Act (1986), then the Landlord shall be at liberty to pursue all the remedies set out in the Residential Tenancies Act (1986).
- (d) The Tenant shall advise The Landlord of any change to his/her contact numbers or address for service. This is required so The Landlord is able to contact The Tenant should the need arise.
- (e) The Tenants are jointly and severally liable for any debts arising from this tenancy. The Tenant agrees that Najib Property Management Ltd (NPM) can employ a collection agency to collect any outstanding expenses or missed rent, and agrees to pay any cost incurred to collect such amounts as per a Tenancy Tribunal Order.
- (f) The Tenant shall pay a fee equivalent to one weeks rent plus GST to NPM for services rendered in the granting of this tenancy. The Letting fee is not refundable should for any reason the tenancy not proceed.
- (g) 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.
- (h) The condition of The Property at the commencement of this tenancy and any additional furniture and effects will be recorded on a separate Schedule ('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 inspection report.

## **2. Rent**

- (a) Failure to observe the terms and conditions of this agreement, resulting in arrears, shall entitle The Landlord or his/her manager to immediate recourse to the Tenancy Tribunal under the terms of the Residential Tenancies Act (1986).
- (b) 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.
- (c) We require on full weekly rental payment into our account on the due date, to be done by automatic payment, not individual payments.

## **3. Bond**

- (a) As a condition of this tenancy, The Tenant shall, before taking occupation of The Property, pay to NPM the full bond as stated on the front page. This bond is to be lodged and held by the Tenancy Services Bond Centre of the Department of Building and Housing of New Zealand until the end of the tenancy.
- (b) Through mutual agreement The Landlord may use the bond to remedy any damage that The Tenant may have caused during the tenancy, or put right any matter that The Tenant was obliged to do under this agreement and for any rent that falls into arrears at the completion of the tenancy. After any deductions required, the balance of the bond shall be refunded to The Tenant but this clause shall not release The Tenant for any liability in respect of any breach of his/her obligations under this agreement. If a mutual agreement cannot be reached application for resolution will be made to the Tenancy Tribunal. The Tenant agrees to reimburse The Landlord for any reasonable costs involved in the collection of any outstanding debts at the end of this tenancy.

## **4. Subletting**

The Tenant Agrees not to assign, sublet or part with possession or the occupation of the premises or any chattels belonging to The Landlord without The Landlord's prior written consent.

## **5. Utilities**

The Tenant shall pay all charges for electricity, telephone and/or gas used in and upon The Property and agrees to pay for ALL water charges for The Property if The Property has its own water meter. The Tenant further agrees to pay the water supplier charges including any system or routine reading charges but excluding any special reading costs.

## **6. Breakages**

- (a) 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.

- (b) The Tenant shall notify The Landlord in any event of emergency, including burglary, arson, flooding and unlawful damage.

## **7. Maintenance**

- (a) 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 if prior arrangements to allow the tradesperson to enter the property to effect repairs are not complied with.
- (b) The Tenant cannot withhold rent if repairs cannot get done.

## **8. Cleanliness**

- (a) The Tenant will keep the interior of The Property and the grounds clean and tidy and free from rubbish, bottles, cigarette butts or similar, and acknowledges that The Landlord will be carrying out inspections with notice to be given as to when these will be done.
- (b) SMOKING IS NOT PERMITTED WITHIN THE PREMISES by The Tenants or any guests at any time.
- (c) The Tenant agrees to keep gardens and back patio weeded and in a generally tidy condition.
- (d) The Tenant shall ensure the property receives adequate ventilation to prevent mildew on ceilings, walls and window coverings.
- (e) The Tenant shall keep the drains, water pipes, sinks and sanitary appliances free of obstruction and shall keep the property free of pests and vermin.

## **9. Interior**

- (a) The Tenant shall not affix any fixture to or in any way deface the walls, ceilings, floors, or any part of The Property, or The Landlord's fixtures and fittings, without first obtaining the permission in writing from The Landlord, as expressed in The Residential Tenancies Act (1986). No cellotape, glue, nails or similar to be affixed to the walls. The Tenant will not make nor allow any renovations, alteration or additions of or to The Property or to The Landlord's fittings.
- (b) 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.

## **10. Use of Dwelling**

The Tenant shall use The Property principally for residential purposes and shall not do, nor allow anything to be done upon the property owned by The Landlord which shall be a nuisance, disturbance or annoyance to The Landlord, or to the occupiers or owners of adjoining properties or which may make an additional insurance premium payable or which may make the insurance policy upon The Property void. Consideration must be shown to other tenants and neighbours with regard to making excessive noise.

## **11. Vehicles**

The Tenant's vehicles may be parked only in car park spaces provided. No guests' vehicles are permitted to be parked on the grounds of The Property unless in The Tenants allocated

parking space. The Tenant shall ensure that vehicles are not parked on The Property in a manner that would result in damage to The Property.

## **12. Rights of Entry**

The Landlord shall enter the premises only: with The Tenants consent at the time of entry, in an emergency, for repairs or maintenance (from 8am-7pm, after 24 hours notice), for an inspection of the property or work done by The Tenant (from 8am-7pm, after 48 hours notice), with The Tenants 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.

## **13. 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 or chattels caused as a non observance of this restriction shall be the sole and complete responsibility of The Tenant.

## **14. Notice**

Any notice to The Tenant shall be deemed to be sufficiently served if posted by ordinary mail to the address for services or a facsimile number offered as an address for services in accordance with Section 136 of the Residential Tenancies Act (1986).

## **15. Fire Alarms**

Where the fire alarm is a permanently wired in alarm, The Tenant agrees not to touch, tamper or disconnect the alarm (or any part of it) under any circumstances. If it can be shown that The Tenant has touched, tampered with or disconnected the fire alarm then The Tenant agrees to be liable for any and all the costs associated with such touching, tampering or disconnection, such as, but not limited to; fire brigade call out charges, contractor call out charges, body corporate charges, and building management charges.

## **16. Security Alarms (if applicable)**

The alarm code will be issued to The Tenant at the commencement of the tenancy and should The Tenants wish to change the number he/she may do so at their own cost and also agree to supply the number to The Landlord.

## **17. Body Corp (if applicable)**

Attached hereto is a true copy of the Body Corporation Rules applicable to the tenancy premises. By signing the attached rules The Tenant acknowledges that they have received a copy of the rules and The Tenant further acknowledges that they are bound by the rules as part of the tenancy agreement in so far as the rules do not conflict with the Residential Tenancies Act (1986).

#### **18. Log Burner/Open Fire Place (if applicable)**

The Tenant agrees to abide by all rules and regulations surrounding the use of any type of fireplace that is installed in The Property whether these rules and regulations are by law, council or E.C.A.N. Should this include any provisions that prohibit the use of the log burner or fireplace at any time the owner will not be responsible for supplying an alternative source of heating.

#### **19. Termination by Tribunal**

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

- (a) The rent is 21 days in arrears
- (b) The Tenant has caused or threatened to cause substantial damage to the premises. The Tenant has assaulted, or threatened to assault, or caused or permitted any person to assault The Landlord, a member of The Landlords family, any agent of The Landlord, an occupant of the same building, or a neighbour of the premises or building.
- (c) The Tenant has failed to comply with 14 days' notice to remedy a breach.

The 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.

#### **20. End of Tenancy**

- (a) The Tenant acknowledges and agrees that for the purposes of this agreement a day starts at 12 noon and finishes at 12 noon. When the tenancy shall terminate or be terminated The Tenant shall vacate the tenancy premises then The Tenant shall return ALL keys to The Landlord at the final inspection or by noon on the date following vacating.
- (b) The Tenant acknowledges and agrees to leave the property clean and tidy, in the same condition as when moved in (this includes a commercial clean if the property has had one prior to commencement of tenancy), and clear of any rubbish and possessions apart from chattels supplied with the tenancy; leave all gardens weeded to a satisfactory standard, and have all carpets professionally cleaned.

#### **21. General**

- (a) When "Notice to Vacate" is given, The Tenant and The Landlord will negotiate access for new tenants to view the property in accordance with S48(3) of the Residential Tenancies Act (1986).
- (b) The Tenant is hereby advised that it is in his/her best interest to ensure that they have adequate contents insurance including all risk liability.

#### **22. Earthquake Repairs (if applicable)**

If earthquake repairs are to be carried out during the tenancy, reasonable access might be required. Access can be mutually agreed with by owner, tenant and NPM.

### 23. Additional Clauses (please initial if any)

Initial:

### 24. Signatures of the Parties

#### **IMPORTANT**

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.**

_____	Date: _____
SIGNED by/for and on behalf of, the LANDLORD	
_____	Date: _____
SIGNED TENANT 1	
_____	Date: _____
SIGNED TENANT 2	
_____	Date: _____
SIGNED TENANT 3	
_____	Date: _____
SIGNED TENANT 4	
_____	Date: _____
SIGNED TENANT 5	