

Boarding House Tenancy Agreement

Landlord details			
Name(s)			
This section must be filled in			
Physical address for service			
Phone:	(Wk)	(Hm)	(Mobile)
Additional address for service (This may be an email, PO Box, facsimile number)			
Manager Details: (if different to the landlord)			
Name(s)			
[Insert address and contact info as per above]			
Tenant details			
This tenancy agreement grants the tenant(s) named below to the exclusive right to occupy the particular room described in the Tenancy Details below and to use the facilities of the boarding house			
Tenant Name(s)			
Identification:	<input type="checkbox"/> Drivers licence	<input type="checkbox"/> Passport	<input type="checkbox"/> Other Write ID Number:
This section must be filled in. It is important to give good contact details.			
Physical address for service			
Phone	(Wk)	(Hm)	(Mobile)
Additional address for service (this may be an email, PO Box, facsimile number)			
Is any tenant under the age of 18? YES / NO (Cross one out)			
Further contact person details:			
Name(s)			
[Insert address and contact info as per above]			
Tenancy details			
Address of tenancy including room number to which the tenancy relates			
Attachments forming part of this agreement:			
<ul style="list-style-type: none">Most recent House Rules for the boarding house yes / noFire evacuation procedure applying to the premises yes / noBody Corporate rules if boarding house premises also a Unit Title premises yes / no			
Rent per week	To be paid in advance, weekly/fortnightly (cross one out)		
Bond amount \$			
Rent to be paid at			
Or into Bank Account No.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account name			
Branch	Bank		

The landlord and tenant agree that

1. This boarding house tenancy shall commence on ____/____/____ and is intended to last for 28 days or more / is not intended to last for 28 days. *(Strike out one option)*
2. This boarding house tenancy is a joint tenancy with _____ / This boarding house tenancy is not a joint tenancy. *(Strike out one option)*
3. The boarding room which the tenant is renting is not shared by other tenants. / The boarding room which the tenant is renting is shared by other tenants and the maximum number of other tenants who may occupy the room is _____. *(Strike out one option)*
4. The landlord shall provide the following services to the tenant that are not covered by rent:

Service	Cost

5. The landlord shall provide the following services to the tenant that are covered by rent:

Service	Cost

6. The tenant shall not assign or sublet the tenancy.
7. Any chattels provided are listed at the bottom of this page.
8. Insert other terms of this tenancy. If necessary please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

.....

Signatures

Do not sign this agreement unless you understand and agree with everything in it

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on the back page of this agreement.

Signed by _____ Signed by _____
LANDLORD TENANT(S)
Date signed _____ Date signed _____

Room Inspection Report

This report is intended to help avoid disputes

This should be used to record the condition of the boarding house room at the start of the tenancy.

The landlord (L/L) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

CONDITION ACCEPTABLE?

ROOM AND ITEM L/L T DAMAGE/DEFECTS

Boarding ROOM	Walls/Doors			
	Lights/Power points			
	Floors/Floor Coverings			
	Windows			
	Blinds/Curtains			
	Other _____			

List of furniture and chattels

Provided by the landlord

Signatures for Room Inspection Report

Landlord _____ Tenant _____
Date signed _____

HOW TO USE THIS AGREEMENT

- 1.** All boarding house tenancy agreements must be in writing.
- 2.** The landlord must provide the tenant with a copy of this agreement and any boarding house rules prior to the commencement of the tenancy.
- 3.** This agreement must be completed in full and the tenant and landlord should each keep a copy.
- 4.** The rights and obligations set out in the Residential Tenancies Act 1986 are implied in every residential boarding house tenancy agreement
- 5.** No terms or conditions added to this agreement are valid if they are contrary to the Residential Tenancies Act 1986
- 6.** Before signing this agreement all parties should carefully read it and seek advice from the Ministry of Business, Innovation and Employment if they are unclear about what they are agreeing to.
- 7.** If a bond equivalent to more than one week's rent is paid, a Bond Lodgement form must also be completed and the bond lodged with Ministry of Business, Innovation and Employment within 23 working days of being paid.
- 8.** If a bond equivalent to one week's rent or less is paid the landlord must immediately provide a receipt to the tenant.
- 9.** Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
- 10.** The tenant may be required to pay any letting fee or other charge for services provided by any solicitor or letting agent relating to the granting of the tenancy.
- 11.** If there is a problem between the tenant and landlord, and they can't agree, the Ministry of Business, Innovation and Employment can help sort it out. Visit www.dbh.govt.nz or call us for free advice on 0800 83 62 62.

Outline of the provisions of the Residential Tenancies Act 1986 (RTA)

Please refer to the Residential Tenancies Act 1986 and amendments for the complete provisions

1. Agreement

Each party should keep a copy of this tenancy agreement. Changes in the particulars of either party must be notified to the other party within 10 working days.

2. Address for service

The address for service is a physical address in New Zealand where notices and other documents relating to the tenancy will be accepted by you, or on your behalf, even after the tenancy has ended. You may also supply an additional address for service which can include a PO Box, email or facsimile.

3. Rent

- Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- Receipts must be given immediately if rent is paid in cash.

4. Bond

- A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- If the bond is more than the equivalent of one week's rent it must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- Receipts must be given for bond payments.
- The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear.

5. Landlord's responsibilities

- Provide the room in a reasonable state of cleanliness.
- Maintain the room to a reasonable state of repair and comply with laws in respect of building, health and safety.
- Allow the tenant quiet enjoyment of the room.
- Ensure the tenant has access to the room and toilet and bathroom facilities at all times and to other facilities at all reasonable hours.
- Enforce the house rules in a fair and consistent manner and give 7 days' written notice of any new house rules.
- Pay rates and any insurance taken out by the landlord. *
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- Appoint an agent and notify the tenant and bond centre of that person's details if the landlord is leaving New Zealand for more than 21 consecutive days.

If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.

6. Tenant's responsibilities

- Pay the rent on time.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- Use the premises principally for residential purposes.
- Pay all electricity, gas, telephone and metered water charges.
- Not damage or permit damage to the premises, and inform the landlord of any damage. *
- Not disturb the neighbours or the landlord's other tenants.
- Not alter the room without the landlord's written consent.

- Not use the room and premises for any unlawful purpose.
- Leave the room clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- Observe the house rules.
- Not keep a pet on the premises without the landlord's permission.
- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.

7. Rights of entry

The landlord may enter the premises:

- with the tenant's consent at the time of entry.
- in an emergency to save life or property, or eliminate serious risk to life or property.
- for repairs or maintenance, between 8 am to 6pm, after 24 hours' notice.
- to show the premises to prospective tenants or purchasers, or to a registered valuer, real estate agent, or other expert engaged in appraising the premises, after 24 hours' notice.
- for a general inspection of the room between 8 am to 6 pm, after 24 hours' notice. The landlord may not inspect more than once every four weeks.

Where a room is let to more than one tenant notice may be given to any tenant and consent may be provided by any tenant.

8. Locks

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.

9. Notice to terminate tenancy

The tenant may terminate the tenancy by giving the landlord 48 hours' oral or written notice.

The landlord may terminate the tenancy immediately if the tenant has caused or threatened to cause harm or damage to the premises, people or other tenants.

The landlord may terminate on 48 hours' written notice if the tenant is using the premises for an illegal purpose, has abandoned the room, or has not complied with a 10 day notice to pay rent arrears.

The landlord may terminate the tenancy by giving 28 days' notice in writing if no reason is given.

10. Mitigation of loss

If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

*Any insurance taken out by the landlord is unlikely to cover the tenant's liability for damage.