

Tenancy Agreement

Westerman

PROPERTY SOLUTIONS LTD
Licensed Real Estate Agents (REAA 2008)
PO Box 362, Taupo - New Zealand
www.westerman.co.nz
GST NO: 80-791-038

AS AGENTS FOR (THE LANDLORD)

AGENTS ADDRESS FOR SERVICE

Level 1 - 14 Ruapehu Street, Taupo 3330

I (THE TENANT)

OFFER TO RENT THE PROPERTY KNOWN AS

I HEREBY ADVISE THAT IN TERMS OF THE RESIDENTIAL TENANCY ACT MY ADDRESS FOR SERVICE IS

The Landlord, Agent and Tenant agree that:

1.	THE TENANCY SHALL COMMENCE ON _____ (CHOOSE ONE OF THE FOLLOWING OPTIONS AND STRIKE THE OTHER OUT) • This is a periodic tenancy with no fixed term (Notice by tenants must be no less than 21 days. Such notice must be in writing and is effective from date of receipt by Westerman Property Solutions) • OR - this is for a fixed term and cannot be terminated with notice and will terminate on _____
2.	THE RENTAL Shall be \$_____ per week payable weekly/fortnightly in advance free of all deduction and bank clearance fees. The first payment shall be made before the tenant takes possession. The agent may increase the rent and must notify the tenant in writing not less than 60 days in advance of any rent increase which will take effect not less than 180 days since the last rent increase or the start of the tenancy. All rents must be paid by automatic payment or direct debit unless prior arrangements have been made.
3.	THE TENANT Shall pay and maintain rent in advance and observe the terms and conditions of this agreement. Failure to do so shall entitle the Agent to immediate recourse to the Tenancy Tribunal.
4.	THE TENANT Shall pay all charges for electricity, water and gas used in and upon the said property and all telephone hire charges and toll accounts incurred during the tenancy.
5.	THE TENANT Acknowledges that the said property is for occupation by not more than _____ persons to ordinarily reside.
6.	THE TENANT Agrees to keep the premises well ventilated at all practical times to prevent build up of mould and mildew. No portable gas heaters are to be used in the property.
7.	DRAINS AND WASTES The tenant shall keep all drains and sink wastes and sanitary appliances clear and free from obstruction and in particular not put fat down the drains.
8.	THE TENANT Shall not paint, drive nails or screws into, affix any kind of adhesive tape, or in any way deface the walls, ceiling, floors, wood, stone or ironwork, or the Landlord's fittings and fixtures at the said property.
9.	THE TENANT Will not make or allow to be made any additions or alteration to the said property or to any of the Landlord's fixtures and fittings in the property. The premises are to be kept reasonably clean and tidy. The agent must be notified as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
10.	THE TENANT Will keep the surrounding of the premises clean and tidy and free from rubbish, bottles, cigarette butts or like matters. Lawns, where required, are to be mowed regularly, and gardens kept tidy. Any costs involved to make good for non-compliance with this clause will be charged to the Tenant.
11.	THE TENANT Shall use the said property as a private dwelling only and shall not do or allow anything to be done upon the said property or upon any other property owned by the Landlord which shall be a nuisance, disturbance or annoyance to the occupiers, or owners of adjoining properties.
12.	THE TENANT Shall not keep pets or animals of any description on the premises without written permission of the Agent. Any damage to the premises or chattels caused as a result of this restriction shall be the sole responsibility of the tenant.
13.	THE TENANT Will not assign, sublet or part with the possession or the occupation of the said property or any part thereof of the said furniture.
14.	AT THE END OF THIS TENANCY The tenant is required to have the carpets commercially cleaned. The oven, if not up to standard, is also to be commercially cleaned.

PLEASE TURN OVER

Tenancy Agreement Continued

The Landlord, Agent and Tenant agree that:

15.	<p>AT THE END OF THIS TENANCY</p> <p>The tenant will deliver the keys to Westerman Property Solutions Ltd by noon on the day on which the property is vacated. If the keys are not returned on this day, a charge will be made for replacement keys/locks and deducted from the tenant's bond.</p>
16.	<p>THE TENANT</p> <p>Shall park his motor car only in the space provided and shall not permit any guest's car or vehicles to be parked on the grounds of the said property, No unregistered or unwarranted vehicles are to be kept on the property and any charge incurred to have the vehicle removed will be deducted from the Tenant's bond.</p>
17.	<p>THE TENANT</p> <p>Will not allow any party or large social gathering to be held on the said property.</p>
18.	<p>SMOKING</p> <p>There is no smoking allowed in the property at anytime by anyone.</p> <ul style="list-style-type: none"> The tenant agrees not to use the property for the consumption or manufacture of illegal drugs. During an inspection of the property (after the required 48 hours notice has been provided) the agent authorized by the landlord may test surfaces in the property to determine if illegal drugs have been used or manufactured during the period since the last inspection or the date on which the tenancy began.
19.	<p>THE TENANT</p> <p>Shall, before taking possession of the said property, pay the sum of \$.....as bond to be held by the Tenancy Bond Centre until the end of the tenancy. The Landlord may use the bond for any unpaid rent and to remedy any damage that the tenant may have caused, or to put right any matter that the tenant was obliged to do under this agreement and after the deductions are provided herein, the balance of the bond shall be refunded to the tenant but this clause shall not release the tenant from any liability in respect of any breach of their obligations under this agreement.</p>
20.	<p>THE LANDLORD</p> <p>Shall have the right at all reasonable times either by himself or his agents to enter upon the said property to inspect, value or repair the same, and the tenant upon being given reasonable notice of the Landlord's intention to do so, shall make a key available to enable the Landlord to obtain entry to the said property. Notice of any such entry shall be given as required in terms of the Residential Tenancies Act 1986.</p>
21.	<p>THIS TENANCY</p> <p>Shall be terminated if the said property is so damaged by fire, tempest, earthquake, or inevitable accident so as to be unfit for occupation, as a private residence on notice as provided by Sections 59 of the Residential Tenancies Act 1986.</p>
22.	<p>SHOULD THE</p> <p>Tenancy come to an end the tenant must not enter the property after the tenancy end date without the prior consent of the Landlord.</p>
23.	<p>SHOULD THE</p> <p>Tenant breach any terms under this Agreement or breach any provision of the Residential Tenancies Act 1986, then the agent shall be able to pursue all the remedies set out in the Residential Tenancies Act 1986. The Agent is also able to charge the tenant for all costs of debt recovery.</p>
24.	<p>THE TENANT</p> <p>Hereby pays Westerman Property Solutions Ltd as the agent a fee of \$ _____ and acknowledges that such fee is not refundable should for any reason a tenancy not be proceeded with.</p>
25.	<p>SPECIAL CONDITIONS (IF ANY)</p>

SIGNATURES (DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE WITH EVERYTHING IN IT)

The Agent and Tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement.

SIGNED BY _____ on behalf of Westerman Property Solutions Limited as Agent

SIGNED BY _____ as Tenant

DATE SIGNED _____