

TENANCY GENERAL CONDITIONS

GENERAL CONDITIONS (Any alteration should be recorded under "Special Conditions")

1. MAINTENANCE OF GROUNDS

The Tenant shall keep the gardens and grounds of the premises in a reasonably tidy condition and regularly cut the lawns and hedges (if any).

2. RENOVATIONS

The Tenant shall not make any renovations, alteration or addition to the premises without the Landlord's written consent.

3. ASSIGNMENT

The Tenant shall not assign, sub-let or part with possession of the premises and the chattels (if any) or any part thereof during the term of the tenancy.

4. CHATTELS

The Tenant, at the end of the tenancy, shall leave in or at the premises any chattels provided by the Landlord and be responsible for any loss or damage.

5. KEYS

On termination, the Tenant shall return all keys and security devices provided for the premises, as directed by the Landlord.

6. SERVICES OF NOTICES

As provided by section 136 of the Residential Tenancies Act 1986, including sending to the facsimile number shown on page 2.

7. FEES

The Tenant shall pay the letting fee to Lochores Real Estate Ltd or charge for services rendered by any Soicitor relating to the grant of this tenancy (including GST).

THE RESIDENTIAL TENANCIES ACT 1986

RIGHTS AND RESPONSIBILITIES

This is a brief outline of the provisions of the Residential Tenancies Act and does not form part of this agreement.

AGREEMENT

- The landlord must give the tenant a copy of the tenancy agreement and any variations to it.

RENT

- Landlord shall not require more than two weeks rent in advance.
- Any rent increase shall be notified in writing, not less than 60 days in advance and take effect not less than 180 days since the last increase or the start of the tenancy.
- A receipt must be given unless payment is made by automatic payment through a bank or by a non-negotiable personal cheque.

BOND

- Not more than four weeks rent.
- Receipt must be given.
- Must be paid to the Bond Centre within 23 working days.
- Released as agreed by the landlord and tenant or by ruling of the Tenancy Tribunal.
- If the property is sold, the landlord's interest in the bond shall pass to the purchaser of the property.

NOTICE TO TERMINATE – NB: This does not apply to fixed term tenancies.

- The tenant must give the landlord 21 days written notice in all cases.
- The landlord must give 90 days written notice.
- The landlord may give 42 days written notice if:
 - The landlord has an unconditional agreement to sell the premises with vacant possession:
or
 - The premises are required for occupation by the landlord or a member of the landlord's family: or
 - The premises are required for an employee of the landlord. (See section 51(1)(b) of the Residential Tenancies Act 1986)

TERMINATION

- The landlord may apply to the Tenancy Tribunal for a terminations order where:
 - a. the rent is at least 21 days in arrears:
 - b. the tenant has caused, or threatened to cause, substantial damage to the premises:
 - c. the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, the landlord's agent, or a neighbour:
 - d. the tenant has failed to comply with a ten day notice to remedy a breach.
- A tenant may apply to the Tenancy Tribunal to have the tenancy terminated if a landlord has failed to comply with a 10 working days notice to remedy a breach.

LOCKS

- Locks shall not be changed without the consent of the other party.

MINORS

- If the tenant is under the age of 18 years, special provisions apply (see section 14 of the Residential Tenancies Act 1986)

LANDLORD'S RESPONSIBILITIES

- 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 that apply to the premises.
- Pay rates and insurance
- Not seize the tenant's goods for any reason
- Inform the tenant in writing if the premises are on the market for sale
- Not interfere with the supply of any services to the premises.

TENANT'S RESPONSIBILITIES

- Pay the rent on time.
- Keep the premises reasonably clean and tidy.
- Not disturb the neighbours or the landlord's other tenants.
- Use the premises principally for residential purposes.
- Pay electricity, gas, and telephone charges.
- Pay for water supplied to the premises if:
 - It is stated in the tenancy agreement that the tenant shall pay for water charges: and
 - The premises are separately metered: and
 - The water supplier charges for water on the basis of metered usage.
- Not intentionally or carelessly damage, or permit damage to the premises.
- Inform the landlord as soon as possible of any damage to the premises or need for repairs.
- Not alter the premises without the landlord's written consent.
- Not use the premises for any unlawful purpose.
- Leave the premises reasonably clean and tidy, clear of any rubbish and possessions, and return all keys and security devices at the end of the tenancy.
- Not exceed the maximum number of occupants if stated in the tenancy agreement.

RIGHTS OF ENTRY – The landlord shall enter the premises only:

- For inspection of the premises between 8am and 7pm after giving 48 hours' notice and not more often than once every 4 weeks: or
- With the tenant's consent given at the time of entry: or
- In an emergency: or
- For repairs or maintenance, from 8am to 7pm, after 24 hours' notice: or
- For an inspection of work done to the premises by the tenant, from 8am to 7pm after 48 hours' notice: or
- To show the premises to prospective tenants, purchasers, or a registered valuer, with the tenant's prior consent which may not be unreasonably withheld, but reasonable conditions may be imposed.

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.

DISPUTES

In the case of a dispute or breach of agreement both the tenant and/or landlord should contact Tenancy Services for advice and mediation.