

RESIDENTIAL TENANCY AGREEMENT UNIT: NAME:

Landlord Shoal Bay Properties Ltd Attn: Paul Higgins
Address for Service: 5 Central Road, Kingsland, Auckland 1021
Contact Details: Phone 0274 769 036 email paul@higgins.net.nz

Tenancy Unit 5 Central Road, Kingsland, Auckland 1021

Weekly Rent \$ payable weekly in advance.

Bond \$

Rent To be paid by automatic payment to account number

01 0113 0218313 00

Shoal Bay Properties Limited

ANZ Birkenhead

Terms Commencement Date :

This is a periodic tenancy

This is a fixed term tenancy and will expire on

Chattels Light Fittings

Candy Trio stove and dishwasher

P120 Fridge

Indesit clothes washer/drier

Drapes (if fitted)

Power Reading

Water Reading

Tenant Details

Names

Address for service

Phone numbers

Email address

Is any tenant under 18 No/Yes

Maximum Number of Occupants : 2

Utility Services

The landlord will bill the tenant on a monthly basis for power and all Metrowater charges. These charges must be paid in the time specified on the account to maintain supply.

Internet Services

Wi-Fi internet is available for an additional weekly charge. Should the tenant opt to receive this service payment is to be added to the rent payments.

Other Conditions or Existing Damage

Signatures

Landlord _____ for Shoal Bay Properties Limited

Date _____

Tenants _____

Date _____

1.0 Agreement

Each party should keep a copy of this tenancy agreement. Any change to either party's particulars must be notified to the other party within 10 working days. This tenancy is subject to the Residential Tenancies Act (1986) unless varied herein.

2.0 Bond

The tenant shall pay a bond equal to 3 weeks rent. This bond will be lodged by the landlord with the Department of Building and Housing within 23 working days of being paid. The bond is applied towards any damages or loss to the landlord if the tenant's obligations are not met. This includes but is not limited to rent arrears, property damage and cleaning costs.

3.0 Landlord's Responsibilities

The landlord is responsible for maintaining the premises in reasonable condition, complying with the health and safety standards that apply to the premises, informing the tenant if the property is on the market and maintaining the normal supply of services to the property. (Subject to payment by the tenant as above)

4.0 Tenant's Responsibilities

The tenant must:

Pay the rent on time

Keep the premises reasonably clean and tidy

Notify the landlord immediately if any repairs are required

Use the premises entirely for residential purposes unless agreed otherwise by the landlord in writing

Pay all parking, telephone, internet, power and water charges by the time specified above

Not damage the premises and advise the landlord immediately if any damage occurs

Not interfere in any way with neighbouring tenant's quiet enjoyment of their tenancies

Not alter the property in any way

Not use the property for any unlawful purpose

Leave the property clean and tidy and clear of all rubbish at the end of the tenancy

Pay for professional cleaning on termination to a maximum value of \$150

Return all keys and electronic tags to the landlord and leave all chattels supplied with the tenancy

Not exceed the number of occupants stated in this agreement

Not change the locks or the keying of any lock

The tenant must maintain a valid email address.

5.0 Rights of Entry

The landlord's right of entry shall be as per the Residential Tenancies Act (1986) with the following exception:

Once a tenant has given notice of termination the landlord reserves the right to enter the premises at any time in daylight hours for the purposes of showing the property to prospective tenants. The tenant will be advised prior to entry by text message.

6.0 Subletting and assignment

The tenancy may only be sublet or assigned with the landlord's written consent.

7.0 Notice to terminate

Provided this agreement is for a periodic tenancy, the tenant must give the landlord 21 days notice in writing to terminate the tenancy. Additional notice would be appreciated if possible. Termination by the landlord is in accordance with the Residential Tenancies Act (1986).

If this agreement is for a fixed term the tenant shall give the landlord 21 days notice before the termination date of their desire to vacate or to remain as tenants. Should the tenant choose to remain this agreement shall revert to a periodic tenancy in the absence of any other agreement between the parties.

8.0 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 such breach.

9.0 Smoking and Pets

Smoking is not permitted on the premises. Pets are not permitted on the premises unless prior approval has been given by the landlord.

10.0 Notices

Both parties agree to accept notices required under the Residential Tenancies Act (1986) by email.

Accounts for the payment of water and power will be delivered by email.

11.0 Rent

The tenant must pay the rent on the day specified and at the frequency specified in this agreement by automatic payment into the landlord’s specified bank account.

Rent and Bond Receipt

Rent Paid \$ _____ Date _____

Bond Paid \$ _____ Date _____

Signed as received _____

For Shoal Bay Properties Ltd.

BOND LODGEMENT FORM

Address of Tenancy Unit 5 Central Road, Kingsland, Auckland

Commencement Date

Weekly Rent \$ Amount Enclosed \$ Total Expected Bond \$

Type of Property: Apartment No. of bedrooms : 1

Landlord Shoal Bay Properties Limited

Attn: Paul Higgins

Address for Service: 97 Queen St, Northcote Point, North Shore 0627

Contact Details: Phone 0274 769 036 email paul@higgins.net.nz

First time landlord : No

Tenant Details

Names

Address for service

Phone numbers

Email address

First time tenant Yes / No

Signatures

Landlord _____ for Shoal Bay Properties Limited

Tenants _____

Date _____

Send to Department of Building and Housing
P O Box 50 445
Porirua 5240

SHOAL BAY PROPERTIES LIMITED - 5 CENTRAL ROAD KINGSLAND

NOTES FOR TENANTS – Please read and initial each paragraph.

WATER:

- 1) Any water leaks to be notified to building manager immediately.
- 2) Please keep water IN the kitchen sink, the hand basin and the shower. Splashing water around is not a good idea and will cause a lot of damage in the medium term.
- 3) With regards to the shower there should be a towel or similar on the floor to step onto when getting out of the shower. It is most important that this towel or mat is NOT left on the floor wet as this will damage the coating on the floor.
- 4) If skylight does not close when rain is coming into the room please let the building manager know. Also please be aware of the possibility of rain coming in through the windows and doors upstairs. It is most important that when you are away from the apartment, even for a short time, that the doors upstairs are closed. It should be safe to leave the opening skylight and the side windows upstairs partly open.
- 5) It is most important that clothes being dried do not blow or fall into and block the rain gutters. Like-wise pot plants, bottles or whatever shouldn't be left on the balcony railing because if it falls into the gutter and it is blocked there will be a flood.

CLEANING:

- 6) Please note that if the kitchen sink, the hand basin or the shower are slow to empty it indicates that their respective wastes need cleaning. The kitchen sink has a simple plughole which must be kept clear of kitchen detritus, the hand basin has a pop-up plug that unscrews to clean and the shower has an easy clean waste. For the shower lift up the waste cover, unscrew the waste, unblock, clean and replace.
- 7) The dishwasher and clothes washer have filters that should be cleaned regularly.
- 8) The stove top and oven must be kept clean. It is most important that the hinged glass lid of the stove is NOT down when the elements are turned on.
- 9) With regards to cleaning in the kitchen and bathroom please use a cleaning product that has NO abrasive content. Products that say 'without harsh scratching' DO contain abrasives and must NOT be used. If you need to wipe a wall I understand warm slightly soapy water is the most effective.
- 10) If you need to mop the floor use a minimum of hot water with a small amount of detergent.

ELECTRICAL:

- 11) Any electrical problems should be reported to building management immediately.
- 12) Tenants are to change light bulbs and fluorescent tubes at their own cost.

FIRE ALARM SYSTEM:

- 13) The fire alarm system is new and modern and tolerant of normal cooking processes. If the alarm is set off it means that something that you are doing is not suitable for this building.
- 14) For fire safety reasons be very careful with any heater that you use.
- 15) Please familiarise yourself with the instructions in the foyer in the event that there is a fire.

CARE OF SURFACES:

- 16) Nothing should be attached directly to the walls or ceiling. The picture rails are to be used to hang any art, posters etc.

- 17) Wooden floors are relatively easily damaged. All furniture must have feet or wheels that do not damage the floors. Anything that is heavy should be lifted not dragged or pushed. This includes the common areas of the building and when moving in and moving out all necessary care must be taken to avoid damage. Any damage caused is the responsibility of the tenant.

NOISE NUISANCE & CONSIDERATION FOR NEIGHBOURS:

- 18) Although the inter-tenancy walls are constructed to a high specification, bass especially will go through any wall. Tenants must be aware of this and take the responsibility to ensure that the level of music played is not a nuisance to their neighbours. It is not enough to assume that a lack of complaints equates with neighbours approval.
- 19) Impact noise such as that from high heels and hard soled shoes, and jumping or bouncing balls will be transmitted to neighbouring apartments.
- 20) In general neighbours must be treated with respect.

MOVING IN AND MOVING OUT:

- 21) Only beds which can be dismantled, such as slat beds, are allowed in the building. A full size bed with a rigid base will not get up the stairs. To get furniture in the apartments the maximum dimensions are approximately 1900x800x800mm.

LIABILITY FOR DAMAGE:

- 22) The tenant is liable for all damage above fair wear and tear and IS responsible for all internal cleaning and window cleaning (both sides). If at the end of a tenancy there is damage above fair wear and tear or any cleaning is necessary this will be at the cost of the tenant.

SAFETY:

- 23) Tenants or their guests are not to climb in or out of windows or on to the roof.

APPLICATION FORM

Address of Tenancy Unit _____ 5 Central Road, Kingsland, Auckland

Tenant Details

Names _____

Phone numbers _____

Email address _____

Is any tenant under 18 Yes / No

Present Address _____

For how long _____ Reason for leaving _____

Have you ever had a tenancy terminated? Yes / No

Have you ever had money deducted from a bond? Yes / No

No of people to reside at this tenancy _____

Tenants source of income 1. _____

2. _____

Name and phone number of current employers _____

How long have you been employed with this employer _____

When do you want to move in? _____ Tenancy term _____

Do you own a motor vehicle Yes / No.

If yes, type and registration number _____

Do you have any pets? _____ Does any resident smoke? _____

Identification and number _____

Previous two landlords _____

(Name and Phone Number) _____

Next of Kin _____

If your application for tenancy is successful this application will form part of the tenancy agreement. Should your application not be successful this form will be destroyed.

Tenant Declaration

I agree that you may use the information on this form to enforce any judgment in respect of the tenancy agreement or in respect of any order made against me by the Tenancy Tribunal and I agree to this information being given to another landlord, credit bureau or tenant default database.

I confirm this information is true and correct

Signatures of Applicants _____

Date _____