## LANDLORD DETAILS

Name(s)

This section must be filled in. It is important to give good contact details.

Physical address for service

Email

This email address may be used as an address for service (strike out if not agreed)

Phone

(

Mobile

)

(

Hm

)

(

Wk

)

Other contact address(es)

Additional address for service

(

This may be a PO Box

)

If the landlord wishes to include the details of an agent in the agreement, please include the agent’s contact details on a separate sheet.

## TENANT DETAILS

Name(s)

Identification

 Drivers license

 Passport

 Other

Write ID Number:

|  |  |
| --- | --- |
| This section must be filled in. It is important to give good contact details. |  |
| Physical address for service |  |
| Email  This email address may be used as an address for service (strike out if not agreed) |  |
| Phone (Mobile) (Hm) | (Wk) |
| Other contact address(es) |  |
| Additional address for service (This may be a PO Box) |  |

Is any tenant under the age of 18?

(

Tick one

)

 Yes

 No

## TENANCY DETAILS

Address of tenancy

Body Corporate rules must be attached if premises are Unit Title premises

)

Strike out if not applicable

(

Rent per week $

To be paid

 in advance  Frequency

(

tick one

)

 weekly

 fortnightly

Bond amount $

Rent to be paid at

Or into Bank Account No.

|  |  |
| --- | --- |
| Account name |  |
| Bank | Branch |

The landlord and tenant agree that:

1. The tenancy shall commence on the day of 20 .
2. Strike out one option:

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

OR

This tenancy is for a fixed term, ending on the day of 20 .

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. If the landlord grants the tenant a right to renew the fixed-term, they should state this below under Number 4. The tenant may exercise this right by informing the landlord in writing no less than 21 days before the end of the fixed-term.

1. Strike out the bold section below if it is not applicable

The tenant shall not assign or sublet the tenancy without the landlord’s written consent.

1. Insert other terms of this tenancy (eg. pets, number of tenants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

LANDLORD’S STATEMENT ABOUT INSULATION

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises and other matters. For more information about insulation requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, please see page 2 and www.tenancy.govt.nz.

1. Has any insulation been installed in the ceilings, floors or walls of the premises?

 Yes (Please complete section 2)

 No (Please fill in the below if you are the landlord of an income-related rent tenancy)

The landlord of an income related rent tenancy must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

1. Please describe below the extent and location of insulation, product type and condition of the insulation. Please provide documentary evidence and attach to this agreement if necessary. It is recommended that the landlord also show the tenant the locations of insulation in addition to this written statement.

Location of insulation:  Floor  Ceilings  Walls\* (Please tick all that apply) Your statement about insulation should include:

› Where the insulation is, its type (and R rating if known) and condition.

› If you have been unable to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.

› This includes if you have been unable to determine all of this information.

› Landlords of income-related rent tenancies that have existing insulation that does not meet requirements, must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

\*Note that wall insulation is not a compulsory requirement and landlords can leave the box for wall insulation unticked if they are unsure whether or not the property contains wall insulation.

If necessary, please continue on a separate sheet and attach it to this agreement and ensure you have signed and dated it.

RTA01 Residential Tenancy Agreement

www.tenancy.govt.nz

0800

TENANCY

(836 262)

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By signing below, I confirm the above statement is true and correct. I understand that income-related rent tenancies

(those provided by social housing and community housing providers) must meet insulation requirements from 1 July 2016 (unless exempt), but have 90 days after the start of the tenancy to comply. I understand that all other tenancies only have to comply with insulation requirements from 1 July 2019 (unless exempt).

Signed by Date signed

LANDLORD

### 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 pages 2 and 3 of this agreement. This is a legally binding contract.

Signed by Date signed

|  |  |  |
| --- | --- | --- |
|  | LANDLORD |  |
| Signed by |  | Date signed |
|  | TENANT |  |
| Signed by |  | Date signed |