

## Tenancy Agreement

Tenancy No: HO110051.100

### Tenancy Details

Address Of Property	27 Demonstration Drive New Suburb Hometown
Tenants Name	Sam Pell Tenant (The tenant(s) are over 18 years of age)
Address For Service And Contact Address	27 Demonstration Drive New Suburb Hometown
Mobile Number	+64 4 555 2525
Email Address used for Service	sam@microsoft.com
Alternative Service Address	2 Emer Gency Contact Street Emer Gency Contact Suburb emergency@emergencycontact.company
Rent	\$1,600.00 per Fortnight In advance by Automatic Bank Order to Wellington Central branch of Bank of New Zealand Account: 02-0500-0989580-00 (or as otherwise directed by the Landlord.)
Bond	\$3,200.00
Tenancy Commenced	01 March 2021
Term Of Tenancy	Fixed Term Expiring on 01 March 2022
Maximum Number of Persons Who May Reside In The Premises	2
Pets Permitted	Yes      1 x 4 year old Burmese Cat - Monty
Chattels	per the appended list.

### Property Manager And Landlord

Property Manager	Quinovic Property Management Ltd (trading as) Quinovic Property Management PO Box 6618 Wellington 6141
Service Address	Level 4 15 College Street Wellington 6141
Phone Number	04 801 7880
Mobile Number	0275 285 2648
Email Address	enquiries@quinovic.com
Landlord	Quinovic Property Management Ltd (trading as) Quinovic Property Management For the purpose of the Residential Tenancies Act 1986: Section 51(1) - The owner of the property shall be deemed to be the Landlord

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# Tenancy Agreement

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## Financial Statement

Initial Rent Payment	\$914.29	(Covers 01 March 2021 to 08 March 2021)
<b>LESS:</b>		
Deposit Paid	\$0.00	
	-----	
	\$914.29	
<b>PLUS:</b>		
Bond	\$3,200.00	
<b>LESS:</b>		
Bond Transfer As Per Certificate	\$0.00	
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<b>DUE BY TENANT ON SIGNING</b>	<b>\$4,114.29</b>	
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## Terms and Conditions

### LIABILITY

The Tenant (and if more than one then all of them) are jointly and severally liable to the Landlord for:-

- (a) the performance of all covenants under this Tenancy Agreement and the provisions of the Residential Tenancies Act 1986 and
- (b) the payment of any debts owed to the Landlord

### AGREEMENT

The Tenant acknowledges that both the Tenancy Application Form completed by the Tenant and the Chattels Inventory Report form part of this Tenancy Agreement. The Tenant undertakes that the contents of the Tenancy Application Form are true and correct.

### NOTICE

If a tenancy is periodic the Tenant must give 28 days' written notice to terminate the tenancy. A Fixed Term Tenancy ends on the agreed date. It may be renewed for a further period by agreement between the parties on mutually agreed terms.

### RENT REVIEWS

The landlord may review the rent from time to time and may increase the rent in accordance with section 24 of the Residential Tenancies Act 1986. No increase will take effect within 12 months after the date of the commencement of the tenancy or within 12 months after the date on which the last increase took effect.

### BOND

The Bond shall be paid to the Ministry of Business, Innovation and Employment (Tenancy Services). The Bond will be refunded to the Tenant on the termination of this tenancy after deduction to compensate the Landlord for any loss or damage resulting from the Tenant's failure to observe and perform the Tenant's obligations under this Agreement.

### BOND INCREASE

The Landlord, on lawfully increasing the rent, may require payment by way of Bond of a further sum not exceeding the amount by which the rent payable for four weeks has been increased.

### OUTGOINGS

The Tenant shall pay all charges for electricity, gas, telephone, Internet and metered water supplied to the Property, and waste water if applicable.

### MAINTENANCE

The Tenant shall keep the Property in a reasonably clean and tidy condition and free from any accumulation of rubbish. The Tenant shall keep the gardens and grounds of the Property in a reasonably tidy condition and regularly cut the lawns and hedges (if any).

### RENOVATIONS

The Tenant shall not make any renovation, alteration or addition to the Property. The Tenant shall not install or have installed any external radio, television, sky, or other aerial without the express written consent of the Landlord.

### VENTILATION

The Tenant agrees to keep the Property well ventilated at all practical times when the Tenant is personally in residence to prevent the build-up of mould and mildew.

### SMOKING AND ILLEGAL SUBSTANCES

The Tenant shall not smoke cigarettes, cigars, vaporisers and/or electronic cigarettes (recognising that all can set off smoke alarms) or possess or take illegal substances in the Property and shall not allow any other occupants, guests or invitees to do any of the above.

### USE OF PROPERTY

The Tenant shall use the Property principally for residential purposes. Any other use is permitted only after receiving the Landlord's prior written consent. The Tenant shall not use the property for any unlawful purpose. The Tenant shall not make noise or disturbance that amounts to a breach of the peace, privacy or comfort of the Landlord's other tenants or of neighbours.

### ASSIGNMENT

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

### CHATELS

The Tenant shall not remove any chattels from the Property and shall replace any damaged or lost chattels with others of like value.

### FIREARMS

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The Tenant shall not bring any firearms or ammunition onto the property without the prior written consent of the Landlord. Any consent given will be subject to the Tenant's full compliance with relevant firearms legislation.

## **DANGEROUS SUBSTANCES**

The Tenant shall not keep nor store any heating device or fuel for the same in or about the Property nor store any potentially combustible substance in on or about the Property unless the storage complies with the appropriate legislation. The Tenant shall not do anything that would render the Property uninsurable or cause any insurance premium to be increased.

## **METH/ILLEGAL SUBSTANCE TESTING**

Tenants are advised that properties may be subject to meth/illegal substance testing as follows:

- prior to a tenancy commencing
- during the term of a tenancy
- at the conclusion of a tenancy

Tenants should note that if a positive test result is received during the course or at the end of their tenancy they may be held liable for the cost of remediation.

Where testing results in a Tenant having to find alternative accommodation, Quinovic will use its best endeavours to assist the Tenant but is under no obligation to provide alternative accommodation or cover the cost of alternative accommodation or any expenses necessarily incurred.

## **VEHICLES**

If a car parking space is provided the Tenant agrees to park only the Tenant's car in the space provided and to ensure that all guests park on the street. The Tenant shall keep the garage or carport free from oil drippings, and if necessary, supply and use a drip tray. The Tenant shall not repair any motor vehicle on the Property nor leave any motor vehicle in any immobile condition. The Tenant shall keep and maintain any vehicle on the Property in a reasonably tidy condition and with current registration, and warrant of fitness and registration plates fitted. The Tenant shall not park the authorised vehicle or any other vehicle on any lawn belonging to the Property.

## **KEYS**

The Tenant shall deliver all keys and remote door openers for the Property to the Landlord no later than 4.30pm on the day the Property is vacated by the Tenant.

## **NOTIFICATION OF DAMAGE**

The Tenant shall notify the Landlord as soon as possible after discovery of any damage to the Property or the need for any repairs to be carried out.

## **COLLECTION COSTS**

If at the end of the tenancy there are debts owed by the Tenant then the Tenant shall be liable for and pay all costs of recovery of the debt, including debt collection agency costs, legal fees, court filing fees and disbursements.

## **LOCKS**

Neither the Landlord nor the Tenant shall change the locks without the consent of the other party while this agreement is in force.

## **REPAIR FITTINGS**

The Tenant shall repair or replace all electrical apparatus, glass and all fixtures and fittings (including chattels, if any), have drains cleared and repaired if such are damaged or rendered unserviceable through the neglect or negligence of the Tenant.

## **SMOKE ALARMS**

Smoke Alarms with Replaceable Batteries: The tenant agrees that the tenant shall replace the batteries in the smoke alarm not later than every six months throughout the tenancy. All Other Smoke Alarms: The tenant agrees not to touch tamper or disconnect the alarm (or any part of it) under any circumstances. If it can be shown that the tenant has touched, tampered with or disconnected the alarm then the tenant agrees to be liable for any and all the costs associated with such touching, tampering or disconnection, such as, but not limited to; fire brigade call out charges, contractor call out charges, body corporate charges, and building management charges.

## **FIXTURES TO WALLS AND DOORS**

The Tenant must obtain the Landlord's written approval to affix any nails, drawing pins, pins, bluetack, cellotape, picture hooks or any similar item to any door or wall in the Property.

## **SWIMMING POOLS**

No swimming pools are to be installed/erected by the Tenant without the written permission of the Landlord and Owner. If permission is granted, then ALL pools must comply with the Fencing of Swimming Pools Act 1987 and local council swimming pool regulations. Any costs incurred to meet such requirements are at the tenants expense. Any damage to land or buildings caused by installation of a swimming pool is to be repaired at the Tenants expense.

## **PETS**

The Tenant shall not keep pets on the Property without the written consent of the Landlord. In consideration of the Tenant being permitted to have a pet at the Property the Tenant shall immediately advise the Landlord of any damage caused by the pet. The Tenant shall repair any damage to the Property caused by the pet.

## **OCCUPANT APPROVAL**

Where the Tenant is not the occupant then the Landlord and Tenant agree that the occupant shall be only the employee of the Tenant. The Landlord shall approve the initial occupant and any subsequent occupants. The approval of any occupant and any change of occupant shall not be unreasonably withheld. Any approval shall be communicated in writing. The total occupants permitted to reside in the Property shall be restricted to 1 in number. The initial occupant(s) shall be:

- Sam Pell Tenant

## **SIGNING OF AGREEMENT BY FACSIMILE**

The parties acknowledge that this Tenancy Agreement may be signed by the Landlord and the Tenant in one or more counterpart facsimile copies which, read together shall constitute one and the same Tenancy Agreement. The transmission of the Tenancy Agreement by facsimile or email each to the other or their respective agents shall be sufficient to constitute offer and acceptance of the terms of the Tenancy Agreement.

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## RENTAL PAYMENTS

The Tenant undertakes that rental payments shall be made as one (1) single payment only of \$1,600.00 each Fortnight by bank automatic payment directly into the Landlord's bank account.

## INSPECTIONS

The Landlord may inspect the Property regularly to assess the condition of the Property and to establish any maintenance requirements. These inspections will be during normal working hours at a pre-set day and approximate time to suit the Landlord. The Tenant may choose to be present at the inspection. The Landlord shall provide to the Tenant written notification of the inspection in accordance with the Residential Tenancies Act 1986. The Tenant acknowledges and accepts that photographs may be taken at any property inspection and these photographs may be made available to the Owner. The photos will be retained on file to record the condition of the Property at the time of inspection.

## ACCESS TO SHOW PROSPECTIVE TENANTS

The Landlord may enter the Property for the purpose of showing the Property to prospective tenants in accordance with the rights of entry set out in the Residential Tenancies Act 1986. The Tenant is advised to be present. Whether the Tenant is present or not the Landlord will take all reasonable steps to protect the Tenant's chattels, however the Landlord does not guarantee the security of the Tenant's chattels.

## DAMAGE TO PROPERTY AND/OR CHATTELS

The Tenant shall be liable for any intentional or careless damage TO THE INTENT THAT any insurance policy taken out by the Tenant should include Personal Liability cover. Any insurance cover taken by the Landlord will not cover the Tenant's liability.

## BODY CORPORATE OPERATIONAL RULES

Where the Property is part of a complex all occupants are required to obey the Body Corporate Operational Rules.

## FALSE CALL-OUTS

The Tenant shall pay all costs arising out of false call outs (i.e. no faults found), or resulting from misuse or damage caused by the Tenant or from false alarm call-outs.

## ISSUE OF KEYS

The Landlord shall not be responsible for arranging secondary keys (or remote door openers) for the Property in the event the Tenant loses the keys, or locks the keys inside the Property. In the event a locksmith is required to gain access to the Property, this will be at the Tenant's cost.

## HEALTH AND SAFETY

1. The Tenant acknowledges that the Property may be a "place of work" (as defined in the Health and Safety Work Act 2015) of Contractors and Employees of the Landlord.

2. The Tenant will:

- 2.1 comply with the provisions of any Health and Safety Policy given to the Tenant on any occasion on which the Landlord or its Contractors or Employees are present on the Property; and
- 2.2 notify the Landlord of any hazard, risk or situations which may cause harm of which the Tenant is aware.

## CARS PARKED AT THE TENANCY PREMISES

The tenant agrees that the tenant shall only park the tenants vehicle in the parking place allocated for the tenant and the tenant agrees to maintain the vehicle in a roadworthy condition with current registration and current warrant of fitness. The tenant further agrees that any guests vehicles shall be parked on the road and not on the tenanted property.

## CARPETS

The tenant agrees that at the conclusion of the tenancy, the carpets will be inspected and if the carpets are found to be below the standard of 'reasonably clean and tidy' then the landlord or agent may require the tenant to have the carpets commercially cleaned to return the carpets to the standard of cleanliness set out in the Residential Tenancies Act 1986.

## POLISHED FLOORS

The tenant acknowledges that some of the floors at the rented dwelling are polished or polyurethaned and can be damaged easily. The tenant further acknowledges that such floors are often costly to repair. The tenant hereby agrees that the tenant will not wear outdoor shoes inside the rented dwelling in particular any tenant shall not wear stiletto heels inside the dwelling. The tenant further acknowledges that dragging furniture across such floors can also do considerable damage. The tenants agree that they will take all reasonable steps to not damage the floors and will place stick on pads on the feet of all furniture to ensure that the floor is adequately protected.

## FIRE ALARMS

Where the fire alarm is a permanently wired in alarm, the tenant agrees not to touch tamper or disconnect the alarm (or any part of it) under any circumstances. If it can be shown that tenant has touched, tampered with or disconnected the fire alarm then the tenant agrees to be liable for any and all the costs associated with such touching, tampering or disconnection, such as, but not limited to; fire brigade call out charges, contractor call out charges, body corporate charges, and building management charges.

## LAWNS BY TENANT, GARDENS BY LANDLORD

The tenant acknowledges that the landlord shall be responsible for maintaining the gardens but the tenant agrees that the tenant shall be responsible for mowing the lawns not less than once every two weeks during the tenancy. The tenant further agrees to keep the lawns edges reasonably neat and tidy.

## LAWNS AND GARDENS BY LANDLORD

The Landlord acknowledges that the Landlord shall be responsible for the maintenance of the gardens, lawns and lawn edges

## PARTIES

The tenant acknowledges that the tenant is obliged by S.40 of the Residential Tenancies Act 1986 to not cause or permit any interference with the reasonable peace privacy and comfort of the landlords other tenants, or cause or permit a breach of the reasonable peace privacy and comfort of any other person residing in the neighbourhood. The tenant agrees that any party held or permitted by the tenant shall not breach the provisions of S.40

## SECURITY ALARM

The tenant acknowledges that the tenant is obliged not to add or alter any lock or pass card or similar device pursuant to S.46 of the Residential Tenancies Act 1986. Where the property is fitted with a pass card security alarm, the tenant agrees that the tenant shall not recode the alarm without the consent of Quinovic Property Management. The tenant acknowledges that the tenant could be in breach of S.46 (with exemplary damages applicable) if the tenant changes the security code without consent having been obtained.

## POOL

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The tenant acknowledges that the owner is responsible under the Fencing of Pools Act and the Building Act to ensure that the fence and gates around the pool comply with these Acts at all times. The tenant agrees to inform the landlord IMMEDIATELY should any section of fence become damaged or non functional or if any of the gates are not functioning properly.

**SPECIAL CONDITIONS**

Tenant to keep gutters clear of rubbish at all times

**INSULATION**

Location of Insulation:  Floor  Ceilings  Walls  
(Type & Condition of insulation detailed below)

Ceiling insulation R2.8 installed in 2014. Wall insulation R2.4 installed in 2014.

Concrete Slab floors so no insulation required

**LANDLORD'S STATEMENT**

**Insurance** - The premises are covered by multiple insurance policies. The applicable excesses relating to your liability for destruction of or damage to the premises are: Body Corp Insurance policy is \$45645465464545464654; Dwelling Only policy is \$1563215487. If you have any questions about the insurance please get in touch with your property manager. You may request a copy of the policies.

**Healthy Homes Standard** - Quinovic will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act 1986.

**Insulation** - Quinovic declare that the information contained in the attached insulation statement is true and correct as at the date of signing and that all reasonable efforts have been made to obtain information about the location, type and condition of insulation at the premises.

Signature of Landlord \_\_\_\_\_ Date                    /                    /

**I OFFER TO RENT the premises on these terms and conditions.**

Signature of Tenant \_\_\_\_\_ Date                    /                    /

ACCEPTED on behalf of Landlord  
**(p.p. Quinovic Property Management)**

Signature of Landlord \_\_\_\_\_ Date                    /                    /

**Chattel List**

Address: 27 Demonstration Drive, New Suburb, Hometown Property Code: HO110051

The Property is provided on an unfurnished basis except for:

- All whiteware plus Rangehood & Waste Disposal

A complete chattel list will be issued to the tenant at the commencement of the tenancy.

**Insulation Statement**

**Status: Partially Complete**

## A. Insulation Overview

Does insulation meet the minimum requirements or have an exemption for ceiling insulation? **Yes**  
Does insulation meet the minimum requirements or have an exemption for underfloor insulation? **Yes**  
Date insulation was last upgraded: *28/01/2016*  
Date insulation was professionally assessed: *1/02/2016*  
Professionally assessed by: *Bay Insulation*  
General Comments:

*Bradford Gold ceiling blanket R1.8, installed 28/11/2016, full coverage. On top of existing R1.8 Pink batts. The underfloor access is too low to gain entry.*

## B. Ceiling insulation

Location/coverage: *Complete (all rooms)*  
*138sqm installed*  
Type: *Segments/Blankets*  
*Bradford Gold ceiling blanket R1.8*  
Bulk Insulation Value (R-value): *1.8* or Minimum Thickness (mm):  
Age of insulation (if known): *28/11/16*  
Condition: *Reasonable*

## C. Underfloor insulation

Location/coverage: *Complete (all rooms)*  
*The underfloor access is too low to gain entry*  
Type: *Not Specified*  
Bulk Insulation Value (R-value): *2* or Minimum Thickness (mm):  
Age of insulation (if known):  
Condition: *Reasonable*

## D. Wall insulation

Location/coverage: *Not Specified*  
Type: *Not Specified*  
Bulk Insulation Value (R-value): or Minimum Thickness (mm):  
Age of insulation (if known):  
Condition: *Not Specified*