



NEW PLYMOUTH  
DISTRICT COUNCIL  
newplymouthnz.com

# RESIDENTIAL TENANCY AGREEMENT

DATED: \_\_\_\_/\_\_\_\_/\_\_\_\_

*BETWEEN*

**The New Plymouth  
District Council**

(The Council)

*AND*

---

(The Tenant)



**New Plymouth District Council**

**Residential Tenancy Agreement**

**Before signing this Agreement please read it carefully and seek advice from Tenancy Services if you are unclear about anything in this agreement.**

**Tenant Details**

Name: \_\_\_\_\_ (the **Tenant**)  
Current Postal Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_  
Additional address for service: \_\_\_\_\_

**Council Details**

Name: New Plymouth District Council (the **Council**)  
Address: Civic Centre, Liardet Street, New Plymouth  
Telephone No: 06 759 6060  
Contact Person: Housing Officer  
Email: enquiries@npdc.govt.nz  
Address for service: As above

**Tenancy Details**

Address of tenancy \_\_\_\_\_ (the **Premises**)  
Rent per week \$ \_\_\_\_\_ to be in advance, weekly/fortnightly (strike out one option)  
*Rent is to be paid into the Council's bank account by way of automatic payment*  
Bond amount \$ \_\_\_\_\_  
Refrigerator rental amount \$ \_\_\_\_\_  
Washing machine rental amount \$ \_\_\_\_\_

**Chattels**

The chattels provided by the Council are: Blinds / Drapes / Fridge / Washing Machine/  
Heater / Stove / Keys / Green Recycling Bin/Blue Recycling Crate/ Prepaid Council Rubbish Bags  
( ) Other: \_\_\_\_\_ (**Chattels**)

**The Council and the Tenant agree that:**

- This Tenancy shall commence on     /     /

*(Choose one of the following options and strike out the other)*

- 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, cannot be terminated with notice and will terminate on     /     /

- The maximum number of persons permitted under this tenancy is \_\_\_\_\_ (**Maximum Number**)

# **1 Agreement**

- 1.1 This Tenancy is subject to the Residential Tenancies Act 1986.
- 1.2 Each party is entitled to a written and signed copy of this Tenancy Agreement.
- 1.3 Parties to tenancy agreements are subject to the provisions of the Privacy Act 1993. Any information provided on this Agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.

# **2 Rent**

- 2.1 Rent shall be paid two weeks in advance.
- 2.2 The Tenant will be given at least 60 days' notice in writing of any rent increases.
- 2.3 Rent will not be increased within 180 days of the start of the Tenancy or the last day of any rent increase.

# **3 Bond**

- 3.1 The purpose of a bond is to cover any damage or loss to the Council (other than fair wear and tear) where the Tenant does not meet his/her obligations under the Tenancy Agreement. If there has been no such loss or damage, the bond shall be refunded in full at the end of the Tenancy.
- 3.2 On payment of the bond the Council will issue the Tenant with a receipt.
- 3.3 Both parties are required to complete a Bond Lodgement form which the Council will forward together with the bond payment to the Ministry of Business, Innovation and Employment within the prescribed period.
- 3.4 The bond will be refunded on the termination of the tenancy on the agreement of the Council and Tenant, or by order of the Tenancy Tribunal.

# **4 Appliances**

- 4.1 In the situation where a Tenant wishes to rent a refrigerator or washing machine from the Council, the Tenant will be required to pay an additional fee (if not

already shown on the first page of this Agreement) subject to clause 4.3. The Council shall maintain the rented appliances in good order and condition.

4.2 Any appliances rented from the Council remain the property of the Council.

4.3 Where the Premises are serviced by a communal laundry, the Council shall supply and maintain a washing machine for the laundry at no further cost to the tenant.

## **5 Council's Responsibility**

*The Council shall:*

5.1 Provide and maintain the Premises in reasonable condition;

5.2 Allow the Tenant to have quiet enjoyment of the Premises;

5.3 Comply with all building, and health and safety standards so far as they apply to the Premises;

5.4 Pay rates and insurance;

5.5 Not seize the Tenant's goods for any reason;

5.6 Not interfere with the supply of services to the Premises;

5.7 Provide and maintain locks and similar devices as are necessary to ensure the Premises are reasonably secure and not add or remove any existing locks or devices without the consent of the Tenant;

5.8 Maintain the lawns and paths of the Premises in good order and keep tidy any gardens created by the Council.

5.9 Comply with all requirements in respect of insulation and smoke alarms imposed on the Council as a landlord by statute and/or regulations.

5.10 Be responsible for replacing the batteries in the smoke alarms as required.

## **6 Tenant's Responsibility**

*The Tenant shall:*

6.1 Pay the rent when it falls due and payable;

- 6.2 Pay for all electricity, telephone and metered water charges (if applicable);
- 6.3 Not assign or sublet the tenancy to any other person/s;
- 6.4 Ensure that no more than the Maximum Number of persons permitted under the tenancy reside at the Premises;
- 6.5 Not allow any person, including the Tenant, Tenant's guests or Tenant's relatives to sleep in or live in any garage, shed, caravan or similar structure located on the Premises;
- 6.6 Live in and use the flat for residential purposes only. If the Tenant wishes to be absent from the Premises for a period exceeding 31 days, then the Council must be advised in writing;
- 6.7 Not carry out any trade of business on the Premises without Council consent;
- 6.8 With the prior written approval of the Council, be permitted to create gardens alongside the unit of the Premises occupied by them. Once created it is the Tenant's responsibility to maintain the garden. Where the Tenant's gardens are not maintained, the Council may return the gardens to lawn;
- 6.9 Wash and keep tidy the exterior of the unit, to the satisfaction of the Council;
- 6.10 Have the right and licence in common with other Tenants to use the communal clothesline, laundry and all common areas;
- 6.11 Keep the Premises clean and tidy and notify the Council of any repairs needed;
- 6.12 Not make alterations to the Premises without the Council's consent;
- 6.13 Not add or remove any locks or similar devices without the Council's consent;
- 6.14 Not damage or permit damage to the Premises (fair wear and tear excluded);
- 6.15 Not use the Premises for any unlawful purpose;
- 6.16 Not disturb the neighbours or other tenants;
- 6.17 Not keep any animals on the Premises without Council approval (one neutered cat is permitted);

- 6.18 Not smoke, or permit smoking within the unit at any time;
- 6.19 Leave the Premises in a clean and tidy condition, clear of rubbish and the Tenant's possessions at the end of the tenancy;
- 6.20 Leave all keys to the Premises with the Council at the end of the tenancy;
- 6.21 Leave all Chattels supplied by the Council, as itemised on the first page of this Agreement, at the end of the tenancy.

## **7 Rights of Entry**

*The Council shall enter the Premises only:*

- 7.1 When the Housing Officer appointed by the Council calls, with the consent of the Tenant given at, or immediately before, the time of entry; or
- 7.2 Between 8am and 7pm, after giving at least 24 hours' notice and the reason for the intended entry, for repairs or maintenance; or
- 7.3 Between 8am and 7pm, after giving at least 48 hours' notice for an inspection and not more often than once in any 4 week period; or
- 7.4 Between 8am and 7pm, after giving at least 24 hours' notice and the reason for the intended entry, to comply with any legal requirements in respect of smoke alarms or insulation, or for testing and/or replacing batteries in the smoke alarms;
- 7.5 On giving the Tenant at least 24 hours' notice to confirm whether the Tenant has abandoned the Premises, where the rent is at least 14 days in arrears and the Council has reasonable cause to believe that the Tenant has abandoned the Premises; or
- 7.6 With the prior consent of the Tenant, at any reasonable time, to show the Premises to a person who is authorised to inspect the Premises under any enactment (which consent may not be unreasonably withheld but may be subject to reasonable conditions); or
- 7.7 In any case of emergency.

## **8 Disputes**

- 8.1 If any disputes arise between tenants, the Council-appointed Housing Officer's decision shall be final and binding.
- 8.2 In the case of any dispute or breach of the Tenancy Agreement or the Residential Tenancies Act, the Council and/or Tenant can make an application to the Tenancy Tribunal. Generally such applications will be referred to a Tenancy Mediator, who will be available to help resolve the problem.

## **9 Notice to Terminate Tenancy**

**NB: This does not apply to fixed term tenancies**

- 9.1 The Tenant must give the Council 21 days' notice in writing if he/she wishes to terminate the tenancy.
- 9.2 The Council shall give the Tenant 90 days' notice to terminate the tenancy unless it has entered into an unconditional agreement to sell the Premises with vacant possession, in which case, 42 days' notice shall be given.

## **10 Termination by Tribunal**

The Council may apply to the Tenancy Tribunal for a termination order where:

- 10.1 The rent is 21 days in arrears;
- 10.2 The Tenant has caused or threatened to cause substantial damage of the Premises;
- 10.3 The Tenant has assaulted, or threatened to assault, an officer of the Council or other tenants or surrounding neighbours;
- 10.4 The Council has given the Tenant reasonable notice of at least 14 days to rectify a breach of the Tenancy Agreement or the Residential Tenancies Act, and the Tenant has not complied with the notice;
- 10.5 The Tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy if the Council has breached the tenancy agreement or the Residential Tenancies Act.

## 11 Mitigation of Loss

11.1 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.

## 12 Insulation

12.1 The ceiling space and subfloor of the unit is/are insulated with

\_\_\_\_\_

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

For and on behalf of the Council

Print Name/Position: \_\_\_\_\_

## Signatures

*The Council and the Tenant(s) sign here to show that they have read, understand and agree to all the terms and conditions in the tenancy agreement.*

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

*For and on behalf of the LANDLORD*

*TENANT*

by \_\_\_\_\_

Signed by \_\_\_\_\_

*TENANT*

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_