**RESIDENTIAL TENANCY AGREEMENT**

**LANDLORD: [name of property management company-** as agents for [owner’s name]

**Contact details and address for service:** [street address]

**Additional address for service**: [email address of property manager]

**Contact Details:**

Name:

Occupation: Property Manager

Email:

Telephone:

Mobile Telephone:

**and**

**TENANT/S: [Tenant Group Name]**

**[Property Address Full]**

**Additional address for service:[Tenant Email 1]**

**Contact Details (for each tenant)**

**Tenant One:**

Full Name:[Tenant Full Name]

Occupation:

Work telephone: [Tenant Work Phone]

Mobile telephone: [Tenant Mobile Phone]

Email address:[Tenant Email 1]

**Tenant Two:**

Full Name:

Occupation:

Work telephone:

Mobile telephone:

Email address:[Tenant Email 2]

**Additional Contact Information (in case of emergency):**

**Next of Kin Details (Tenant One):**

Full Name:

Relationship:

Address:

Work telephone:

Mobile telephone:

Email address:

**Next of Kin Details (Tenant Two):**

Full Name:

Relationship:

Address:

Work telephone:

Mobile telephone:

Email address:

**Is any tenant under the age of 18? Yes/No**

**TENANCY DETAILS:**

**Address of Tenancy: [Property Address Full]**

**Body Corporate:** Is the property unit titled? **Yes/No**

If **Yes**, the body corporate rules are attached and form part of this agreement.

**Rent per week:[Property Rent Amount]** To be paid in advance weekly

**Bond to be paid:[$ Bond Required]**Totals four weeks of rent.

**Your rent week is:**

**All rent is to be paid into the following bank account by the due date.**

**The first week’s rent and bond must also be paid into the following bank account and be received prior to the commencement of the tenancy.**

**Bank Name:**

**Branch:**

**Account Number:**

**Reference Code:**

**The Landlord and Tenant agree that:**

**This Tenancy shall commence on:[Commencement Date]**

**Type of Tenancy: Period/Fixed Term**

**For a Fixed Term tenancy, the term of the tenancy shall expire on:[end date]**

All fixed-term tenancy agreements will convert to periodic tenancies at the end of the fixed term unless the parties agree otherwise, the tenant gives a 28-day notice, or the landlord gives notice in accordance with the termination grounds for periodic tenancies (refer to General Conditions of Tenancy).

**Maximum number of people to reside at the property is:**

**Are pets permitted at property? Yes/No**

**If yes, describe pet:**

**Name:**

**Breed:**

**If dog, registration number:**

**Note conditions of keeping pet at the property in “Pet” clause.**

**No smoking in the property.**

**Chattels: List furniture and chattels provided by the landlord:** stove, blinds, curtains, nets, floor coverings, light fittings

**Keys: The following keys/cards/passes have been issued:**

**GENERAL CONDITIONS OF TENANCY**

**Address for Service:**

Address for service means the address given by the landlord or tenant under this agreement where notices and other documents relating to the tenancy will be accepted by or on behalf of the landlord or tenant. The address for service must be a physical address and may in addition be a post box number, email address, or facsimile number. The email address provided by the landlord and tenant in this agreement is deemed to be an additional address for service.

**Alternations, Renovations, Additions, Tenant Fixtures:**

A tenant may make a request to the landlord for the landlord’s consent to the tenant making minor changes to the premises. The request from the tenant to the landlord will be in writing.

A **minor change** is any fixture, renovation, alteration, or addition of or to the premises that:

a) presents no more than a low risk of material damage to the premises;

b) would allow the premises to be returned easily to substantially the same condition as at the start of the tenancy;

c) does not pose a risk to health and safety (including during work to install, remove, or undo the minor change) that cannot reasonably practicably be eliminated or minimised;

(d) does not compromise the structural integrity, weathertightness, or character of any building;

(e) would not have an unreasonable negative effect on any person’s enjoyment or use of any property outside the premises;

(f) does not require any regulatory consent (for example, a building consent); and

does not breach any obligation or restriction relevant to the premises (for example, an obligation or a restriction imposed by a bylaw, a planning or body corporate rule, or a covenant).

The landlord must not unreasonably withhold consent for a fixture, renovation, alteration, or addition. The landlord may impose reasonable conditions on the landlord’s consent.

If the tenant makes a written request for consent, the landlord must respond in writing within **21 days** after receiving the request.

In the response, the landlord must indicate whether or not the landlord considers the fixture, renovation, alteration, or addition to be a minor change. If the landlord considers the fixture, renovation, alteration, or addition to be more than a minor change and the landlord needs more time to consider the request, the landlord may, in the written response extend the time for responding to the tenant’s request.

A landlord who extends the time for responding to the tenant’s request must respond to the request in writing within a reasonable amount of time.

If a minor change has been made during the tenancy, the tenant must, on or before the expiry of the tenancy, return the premises to a condition that is substantially the same as the condition that the premises were in before the minor change was made.

The return of the premises to a condition that is substantially the same as the condition that the premises were in before the minor change was made will not apply if the landlord and the tenant have agreed to a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place).

**Asbestos:**

With the introduction of the of the Health and Safety at Work (Asbestos) Regulations 2016 in force from 4 April 2018, in general terms, an un-renovated property built in approximately between 1940 and early-mid 1980s is highly likely to contain some form of asbestos containing materials (ACMs), mid 1980s to 1990 likely to contain ACMs, 1990s to 2000s unlikely to contain ACMs and after 2000s highly unlikely to ACMs. For this particular property, it was built in [insert date] and is [highly likely, likely, unlikely, highly unlikely] to contain ACMs.

[Optional if applicable: The Owner of the property has identified that the following may contain ACMs]:

[list known or suspected ACMs e.g. roof, fencing, cladding, electrical meter board, etc]

**Assignment:**

*Assignment -* A tenant may, at any time during the tenancy, assign the tenancy The parties agree that the granting of any assignment will only occur:

(a) with the prior written consent of the landlord; and

(b) in accordance with any reasonable conditions attached to that consent by the landlord.

If a tenant makes a written request to obtain the landlord’s consent for an assignment of the tenancy, the request made by the tenant must identify and include the contact details for the proposed assignee/s. The landlord in making a decision of whether to grant the assignment or not, will assess the suitability of any potential assignee/s in accordance with the landlord’s policies and procedures and in compliance with the Human Rights Act 1993 and the Privacy Act 2020. This may include, but not be limited to, reference and credit checking procedures. The landlord will respond in writing to the tenant’s request for assignment with whether the assignment is granted or not within a reasonable period of time.

A tenant who assigns the tenancy with the consent of the landlord and in accordance with any conditions attached to the consent, ceases on the date on which the assignment takes effect, to be responsible to the landlord for the obligations imposed on the tenant by the agreement and the Residential Tenancies Act 1986. This does not affect any liability already incurred by the tenant to the landlord for anything done or omitted to be done before the date on which the assignment takes effect.

**Bond:**

A bond equivalent to four weeks of rent is required under this agreement.    Within 23 working days of being paid, the bond will be lodged with the Ministry of Building, Innovation and Employment.  The bond shall cover any damage or loss to the landlord if the tenant’s obligations are not met.

**Chattels:**

The tenant shall not remove any chattels from the tenancy without the prior written permission of the landlord.  In the event that any chattels are damaged, lost or misplaced, the tenant shall replace any such chattels with chattels as close to quality and value as the original chattels.

**Cleanliness:**

The tenant shall ensure that the premises are, at all times, kept in a reasonably clean and tidy condition.

**Correct Information:**

The tenant warrants that all information provided to the landlord in entering this agreement is true and correct.  The tenant shall notify the landlord of any changes to contact details in writing. The landlord shall notify the tenant of any changes to contact details in writing.

**Cost recovery:**

If the landlord consents to an assignment, to a subletting or parting with possession or to termination of the tenancy, the landlord is entitled to recover from the outgoing tenant any expenses reasonably incurred by the landlord in respect of the assignment, subletting, parting with possession, or termination. The landlord will provide to the tenant an itemised account of the expenses incurred by the landlord for payment by the tenant.

**Debt recovery:**

The tenant shall reimburse the landlord for any reasonable expenses incurred by the landlord or their agents in recovering or attempting to recover any overdue payment by the tenant under an Order of the Tenancy Tribunal.  Such expenses shall include but not be limited to the filing fee paid by the landlord for any application to the Tenancy Tribunal.

**Damage:**

The tenant shall notify the landlord, as soon as possible after discovery, of any damage to the premises, or of the need for repairs.  The tenant shall not carelessly or intentionally damage or permit any other person to damage the premises.  Where any damage (other than fair wear and tear) to the premises is proved to have occurred during the tenancy, it shall be for the tenant to prove that the damage did not occur in circumstances constituting a breach of this tenancy.

**Fibre installation:**

The landlord must permit and facilitate the installation of fibre connection in certain circumstances being:

1. Where there is no fibre at the premises; and
2. It is possible to install fibre to the premises; and
3. The tenant has requested the installation of fibre at the premises; and
4. The fibre can be installed at no cost to the landlord.

The landlord is not required to facilitate the installation of fibre where:

1. Installing fibre would materially compromise the weather-tightness or character of any building; or
2. The installation would compromise the structural integrity of the building; or
3. Would breach a bylaw, planning or body corporate rule or covenant; or
4. The landlord is to carry out extensive alterations, refurbishments, repairs or redevelopment of the premises and material steps have been taken within 90 days after the date the landlord received the request from the tenant for the installation of fibre and that granting permission would impede that work; or
5. The landlord has applied to Tribunal and the Tribunal has determined that the landlord should not be required to install fibre to the premises.

The landlord must take all reasonable steps to facilitate the installation of fibre within a reasonable timeframe. If the tenant has made a request in writing to the landlord, then the parties acknowledge that the landlord has **21 days** to respond after receiving the request.

**Gardens and Lawns:**

Unless otherwise stated, the tenant shall be responsible for maintaining all lawns and gardens at the property.  All lawns and gardens are to be kept in a reasonably tidy condition at all times.  All grass and garden matter to be disposed of responsibly and not stored or kept at the property.

**Gas Cookers and Heaters:**

The tenant must not use any portable gas appliances at the property. This includes, but is not limited to, gas heaters, cookers and barbeques.

**Healthy Homes Compliance:**

In accordance with the Residential Tenancies Act 1986 and Residential Tenancies (Healthy Homes Standards) Regulations 2019, this tenancy agreement provides a Healthy Homes Compliance Report detailing whether this property meets the minimum compliance standards for heating, insulation, ventilation, moisture ingress and drainage. The report is attached to and forms part of this tenancy agreement.

**Illegal Substances:**

The tenant must not use or store any illegal drugs or substances or any substances used in the manufacture of drugs at the property.   The tenant shall be deemed to have breached s40 of the Residential Tenancies Act 1986 where the tenant has used or permitted the use of drugs or substances or permitted the storage of substances used in the manufacture of illegal substances/drugs causing damage to the property.  Where the landlord must cleanse and/or decontaminate and/or repair the premises, the landlord or their authorised representative/s reserve the right to recover from the tenant any expenses, costs and/or losses including but not limited to the cost of all testing and reports, repairs to the premises and loss of rents incurred by the landlord in making good the premises.

**Illegal Substance Testing:**

The landlord reserves the right to test the property for any illegal substance contamination at the beginning and at the end of the tenancy. If the landlord reasonably suspects any illegal substance use during the tenancy, the landlord reserves the right to test the property during the tenancy.

**Inspection Report:**

The tenant shall be provided with a moving in inspection report. The tenant shall return the report to the landlord within 14 days. If the report is not returned, then the tenant shall have been deemed to have accepted the property in the condition documented by the landlord.

**Insulation:**

Since 1 July 2019, ceiling and underfloor insulation is compulsory in all rental homes, where it is reasonably practicable to install. The Residential Tenancies (Healthy Homes Standards) Regulations 2019 have changed the minimum standards. This tenancy agreement contains insulation information for this property.

**Insurance:**

It is strongly recommended that the tenant insures their own possessions at the property. This tenancy agreement provides information about insurance for this property in the attached Insurance Statement.

**Keys/Security Cards/Locks:**

The tenant shall ensure that all keys, security passes or pass cards are returned to the landlord at the end of the tenancy.  The tenant shall not alter any existing lock or similar device, or add to or remove from the premises any lock or similar device without the consent of the landlord.

**Light Bulbs:**

The tenant shall replace light bulbs at the property during the tenancy with light bulbs suitable in wattage and for the light bulb socket/fitting.

**Maintenance and Compliance:**

The landlord shall provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises and the period the premises are likely to remain habitable and available for residential purposes. The landlord shall comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises.

**Maximum Number of Occupiers:**

The tenant shall ensure that the maximum number of occupiers specified in this agreement is not exceeded at any time during the tenancy.

**Means of Escape:**

The tenant shall not cause or permit any interference with, or render inoperative, any means of escape from fire within the meaning of the Building Act 2004 and any of its amendments.

**Occupation:**

The tenant shall only use the premises for residential purposes.  The tenant shall not use the premises or permit the premises to be used for any unlawful purpose.

**Outgoings:**

The tenant is responsible for all outgoings in respect of the premises that are exclusively attributable to the tenant’s occupation of the premises or to the tenant’s use of the facilities.  Without limiting the generality of this clause, the tenant shall be responsible for electricity and gas, telephone and internet, supply of water if the water supplier charges for water provided to the premises on the basis of consumption.

**Pets:**

The tenancy agreement sets out whether or not pets are allowed at the property. In the event that pets are permitted at the property, the following will apply.

The tenant agrees to advise the landlord immediately if the pet does any damage whatsoever in or about the property.

The pet/s will be clearly described on this tenancy agreement.  In the case of dog/s, the tenant must ensure that the dog/s are registered at all times and that the tenant complies with all council bylaws.  [The dog is not allowed in the premises/or the dog is allowed in the premises but must be under the tenant’s control at all times].

If any damage is caused to the property by the pet, the tenant shall repair all such damage caused by the pet to the property or where a repair cannot be made, replace the damaged areas or compensate the landlord to enable the landlord to repair or where a repair cannot be made, replace any damaged areas of the property caused by the pet.  In the event that the pet is allowed in the property, the tenant shall ensure that all carpets are kept clean and free of fleas at all times.

The Tenant further agrees that if the pet causes any interference with the quiet enjoyment of any other tenant/s, owners or occupiers to any neighbouring property, the landlord reserves the right to apply to the Tenanacy Tribunal for, but not limited to, termination of the tenancy.

At the end of the tenancy, the tenant shall ensure that all carpets and floors are thoroughly cleaned and deoderised and are free of any pet hair and any fleas.   The tenant understands that where the landlord has agreed to the described pets, the tenant must not add any other pets to the described pets in this tenancy agreement without the express written permission of the landlord.

**Pests:**

The tenant shall use all reasonable efforts to keep the property free of pests and/or vermin.  Any damage caused to the property as a result of the tenant not using all reasonable efforts to keep pests and vermin from the property, shall be the responsibility of the tenant and any costs incurred by the landlord to rid the property of any pests and/or vermin and make good any damage caused to the property shall be recovered by the landlord or the landlord’s authorised representatives from the tenant.

**Quiet Enjoyment:**

The tenant shall not cause or permit any interference with the reasonable peace, comfort, or privacy of any other person residing in the building or surrounding neighbourhood.

**Portable Gas Stoves/Barbeques:**

The tenant shall not use any portable gas stoves or barbeques inside the property.

**Repairs/Maintenance:**

Where the landlord has arranged for a tradesperson to attend to a repair during normal business hours and the tenant unreasonably impedes entry or access for the repair, the tenant shall be liable for any extra charges or costs incurred by the landlord for the tradesperson to return to the property or spend additional hours attending to the repair or maintenance matter.

**Rent:**

The tenant shall pay rent as and when it is due and as set out in this tenancy agreement.  Any unpaid or overdue rent, shall be recovered in accordance with the Residential Tenancies Act 1986 and its amendments.

**Rent Increases:**

Rent shall not be increased within 12 months after the date of commencement of this tenancy; and the rent must not be increased within 12 months after the date on which the last increase took effect.

**Responsibility of Others:**

The tenant shall be responsible for anything done or omitted to be done by any person (other than the landlord or any person acting on the landlord’s behalf or with the landlord’s authority) who is in the premises with the tenant’s permission if the act or omission would have constituted a breach of the tenancy agreement had it been the act or omission of the tenant.    Where any person (other than the landlord or any person acting on the landlord’s behalf or with the landlord’s authority) intentionally or carelessly damages the premises while the tenant is in the premises, it shall be presumed that the tenant permitted that person to be in the premises unless the tenant proves that he or she took all reasonable steps to prevent that person from entering the premises (as the case may require) to eject that person from the premises.

**Smoke Alarms:**

***Landlord’s responsibility:***

Smoke alarms installed at the premises must be qualifying smoke alarms. Qualifying smoke alarms are smoke alarms that meet the following requirements:

1. the alarm is fully operational and otherwise in full working order, with no faults, defects or damage;
2. the alarm is installed in a location that accords with the manufacturer’s instructions.
3. The alarm’s recommended replacement date must not have passed.
4. Unless the alarm is a hard-wired alarm:
5. the alarm’s recommended replacement date must be displayed on the alarm.
6. the alarm must be a photoelectric alarm.
7. the manufacturer’s instructions for the alarm must include a certification, or other statement, to the effect that the alarm has been manufactured in accordance with –
8. AS3786-1993; or
9. an equivalent smoke alarm standard specified in the certification or other statement.

If the alarm requires batteries for any purpose (including back-up batteries if the alarm is hard-wired), the alarm must contain all necessary batteries, which must be all compliant batteries; and

If the alarm is a hard-wired alarm, the alarm must be connected to an electricity supply as necessary.

Where a property is fitted with smoke alarms, the tenant shall not interfere with the operation of the smoke alarm/s. This shall include, but not be limited to, using the battery of the smoke alarm for another purpose. The tenant shall immediately report to the landlord if the tenant suspects that the smoke alarm is not working.

***Installation:***

In these premises, the landlord must ensure that there is at least 1 qualifying smoke alarm installed in the sleeping space or otherwise at the premises within 3 meters of the entrance (or main entrance) to the sleeping space.

This applies to every storey or level of the premises on which there is 1 or more habitable spaces.

There must be at least 1 qualifying smoke alarm installed on the storey or level in the habitable space or in at least 1 of the habitable spaces as the case may be.

A sleeping space means a space that is for use, or can otherwise reasonably be expected to be used, as a bedroom or other sleeping space.

***Tenant’s responsibility:***

***Tenants must replace worn-out smoke alarm batteries.***

While the smoke alarm remains installed at the premises during the tenancy, the tenant must replace, with the compliant battery, any battery contained in the alarm would be a qualifying smoke alarm but for the battery being worn out or is designed to permit the replacement of the battery.

Where the tenant is required to replace the worn out battery, the landlord is not in breach of the Residential Tenancies (Smoke Alarm and Insulation) Regulations 2016 just because the battery is worn out or has not been replaced with a compliant battery.

**Rights of Entry:**

The landlord may enter the premises:

(a)   in the case of an emergency; or

(b)   for the purpose of inspecting the premises between 8am and 7pm by giving the tenant 48 hours notice no more than 14 days before entry; or

(c)   for the purpose of carrying out necessary repairs and maintenance between 8am and 7pm and by giving a minimum of 24 hours notice before the intended entry; or

(d)   anytime with the consent of the tenant; or

(e)   during reasonable times and with the consent of the tenant to show prospective tenants, purchasers, registered valuers, real estate agents, experts engaged in appraising or evaluating the premises or a person whom is authorised to inspect the premises under any enactment.  The tenant shall not unreasonably withhold consent and may make consent subject to any reasonable conditions.

**Subletting or Parting with Posession:**

*Subletting/Parting with possession:* The tenant must not sub-let or part with possession of any part or the whole of the property without the landlord’s written consent. This includes subletting through the use of any accommodation platforms including, but not limited to, AirBnB.

**Termination of Tenancy:**

The parties understand that in accordance with the Residential Tenancies Act 1986, there may be reasons to terminate a tenancy.

***Antisocial behaviour:***

*The definition of* ***antisocial behaviour*** *is any harrassment or any other act or ommision (whether intentional or not) if the act or ommision reasonably causes alarm, distress, or nuisance that is more than minor.*

A landlord may apply to the Tribunal for an Order terminating the tenancy on the grounds of anti-social behaviour. In granting such an Order to terminate a tenancy, the Tribunal must be satisfied:

* That on three (3) separate occasions within a 90 day period, the tenant, or person in the premises with the tenant’s permission (other than the landlord or person acting on the landlord’s behalf or with the landlord’s authority), engaged in anti-social behaviour in connection with the tenancy.
* On each occasion that the landlord gave the tenant written notice and that in such notice, the the landlord has described clearly which specific behavour was considered to be anti-social and if known to the landlord, who engaged in such behaviour.
* The landlord must also advise the tenant the date, approximate time and location of the behavour.
* The landlord must state how many other notices (if any) the landlord has given to the tenant in connection with the same tenancy within the same 90 day period.
* Advise the tenant of their right to make an application to the Tenancy Tribunal if they wish to challenge the notice.

The landlord can apply to the Tribunal within 28 days after having provided to the tenant the third notice.

##### Termination by notice for physical assault by tenant:

A landlord may terminate a fixed-term or periodic tenancy by giving at least 14 days’ notice to the tenant if:

##### (a) the tenant has physically assaulted the landlord, the owner, a member of the landlord’s or owner’s family, or the landlord’s agent; and

##### (b) a charge has been filed in respect of the physical assault against the tenant by or on behalf of the Crown (that such a charge has been filed in respect of a physical assault if the particulars of the charge describe a physical assault against a person regardless of the offence that is specified in the charge).

A charge means a charging document under section 14 of the Criminal Procedure Act 2011

physical assault means the act of intentionally applying force to the person of another, directly or indirectly.

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***For Periodic Tenancies:***

In the event of the tenant wishing to terminate a periodic tenancy, the tenant must give the landlord a minimum of 28 days’ written notice.

In the event of the landlord wishing to terminate a periodic tenancy, the landlord shall give at least 63 days’ written notice where the owner of the premises requires the premises, within 90 days after the termination date, as the principal place of residence for at least 90 days for the owner or a member of the owner’s family;

A landlord may terminate a periodic tenancy by giving at least 90 days’ notice if:

##### (a) the premises are to be put on the market by the owner within 90 days after the termination date for the purposes of sale or other disposition; or

##### (b) the owner is required, under an unconditional agreement for the sale of the premises, to give a purchaser of the property vacant possession; or

##### (c) the landlord is not the owner of the premises and the landlord’s interest in the premises is due to end; or

##### (d) the landlord or owner has acquired the premises to facilitate the use of nearby land for a business activity; and

##### (i) that fact is clearly stated in this tenancy agreement; and

##### (ii) the premises are required to be vacant of residential tenants to facilitate that use; or

##### (e) the premises are to be converted into commercial premises for at least 90 days by the landlord or owner; or

##### (f) extensive alterations, refurbishment, repairs, or redevelopment of the premises are to be carried out by the landlord or owner, and it would not be reasonably practicable for the tenant to remain in occupation while the work is undertaken; and the work is to begin, or material steps towards it are to be taken, within 90 days after the termination date; or

##### (g) the premises are to be demolished and the demolition is to begin, or material steps towards it are to be taken, within 90 days after the termination date.

A material step is defined as applying for regulatory consent, seeking engineering or other professional advice, or taking any other significant step.

***For Fixed Term Tenancies:***

Fixed term tenancies become periodic tenancies upon expiry of the fixed term unless:

##### (a) before the expiry, the parties renew or extend the existing tenancy agreement; or

##### (b) before the expiry, the parties agree not to continue with the tenancy; or

##### (c) at least 28 days before the expiry, the tenant gives the landlord written notice of the tenant’s intention not to continue with the tenancy; or

##### (d) before the expiry, a party gives notice for any other circumstances a tenancy may be terminated in accordance with Residential Tenancies Act 1986.

**Unit Titled Property:**

The landlord shall promptly provide to the tenancy any changes to the body corporate operational rules affecting the premises.

**Vehicles:**

In the event that parking is provided with the tenancy, the tenant shall only park in the designated area/s.  The tenant shall not permit any unwarranted or unregistered vehicles or any caravans or camper vans to be parked at the premises.  The tenant shall also ensure that any bicycles are stored appropriately at the premises and that any bicycles do not obstruct or interfere with any means of escape.

**Ventilation:**

The tenant shall use all reasonable efforts to ensure that the property is adequately ventilated to prevent condensation, mould and mildew from forming.  The tenant shall remove any such condensation, mould, and mildew to prevent damage from occurring at the property.

**SPECIAL CONDITIONS**

[insert any special conditions or important information for this tenancy]

**Signatures:** The Landlord and Tenant/s understand and agree to the terms of this tenancy agreement.

**Signed by the Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(by their authorised agent insert name of property management company )

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed by the Tenant/s**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed by the Tenant/s**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_**

**[If Healthy Homes Compliance Report captures insulation information, then delete the following clause].**

**Insulation Statement**

The following statement forms part of this tenancy agreement for the property located at [insert address of this property ].

This signed statement is provided by its authorised agent and is in accordance with the Residential Tenancies (Smoke Alarm and Insulation) Regulations 2016 that came into effect on 1 July 2016.

**Location and coverage of insulation:**

***Ceiling Insulation:***

☐Complete (all rooms); or

☐Partial

If Partial – specify areas that are not insulated:

☐None

☐Unknown as the ceiling space is not accessible in the following areas (specify):

***Type of Ceiling Insulation:***

☐Segments/Blankets

☐Loose Fill:

☐Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Ceiling space is not accessible.

Bulk Insulation Value (R-Value) \_\_\_\_\_\_\_\_\_\_\_\_ or

Minimum Thickness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Age of ceiling insulation (if known) \_\_\_\_\_\_\_\_\_\_\_

***Condition of Ceiling Insulation:***

☐Insulation is in reasonable condition or

☐Insulation is not in reasonable condition – explain why: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Insulation has no gaps other than clearances where required.

☐Insulation has gaps – explain why:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Ceiling space is not accessible.

**Under-floor Insulation:**

☐Complete (all rooms); or

☐Partial

If Partial – specify areas that are not insulated:

☐None

☐Unknown as the under-floor space is not accessible in the following areas (specify):

**Type of under-floor insulation:**

☐Segments/Blankets

☐Polystyrene

☐Foil

☐Bulk insulation with floor lining

☐Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Under-floor space is not accessible.

Bulk Insulation Value (R-Value) \_\_\_\_\_\_\_\_\_\_\_\_ or

Minimum Thickness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Age of under-floor insulation (if known) \_\_\_\_\_\_\_\_\_\_\_

**Condition of Under-floor Insulation:**

☐Insulation is in reasonable condition or

☐Insulation is not in reasonable condition – explain why: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Insulation has no gaps other than clearances where required.

☐Insulation has gaps – explain why:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐Under-floor space is not accessible.

\*\*\*IMPORTANT NOTE\*\*\*

The Building Act 2004 bans the installation and/or repair of foil insulation in residential buildings with existing electrical installations. It is an offence to breach this ban and anyone doing so is liable for a fine of up to $200,000. If the property currently has foil insulation and it is in reasonable condition, then it does not need to be replaced. However, if it is damaged (e.g. torn, hanging off the floor onto the joists etc) then it must be replaced with an alternative insulation that meets the legal requirements.

**Wall Insulation:**

☐Complete (all rooms); or

☐Partial

If Partial – specify areas that are not insulated:

☐None

☐Unknown

**Type of wall insulation if known:**

☐Segments/Blankets

☐Loose fill

☐Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bulk Insulation Value (R-Value) \_\_\_\_\_\_\_\_\_\_\_\_ or

Minimum Thickness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Age of wall insulation (if known) \_\_\_\_\_\_\_\_\_\_\_

Additional Information:

What steps where taken to obtain the information contained on this statement?

☐Verifiable information provided by the owner of the property e.g. plans

☐Contractor engaged to assess insulation at the property.

☐Visual inspection (where accessible and possible).

☐Other – provide details:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In making the above statements, we have endeavoured to obtain information about insulation as required from the owner of the property. Where we have not been able obtain the necessary information, we have disclosed the reason why.

The information provided about insulation at the property (or absence of it) is true and all reasonable efforts have been made to obtain information about the type of insulation, its location and condition at the property.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Insurance Statement:**

☐Insurance policy has been attached to this Agreement.

Tenant/s acknowledgement of receiving policy:

Tenant/s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the insurance policy has not been attached to this Agreement:

Property **is insured/not insured.**

The excess on the property at the signing of the agreement is: $\_\_\_\_\_\_\_\_\_

Type of policy: [detail tenant’s liability for destruction/damage]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: If the insurance policy has not been provided at the signing of this tenancy, the Tenant may request a copy of the policy and the landlord will provide the policy in a reasonable timeframe of the request.

If any changes occur to the policy or if the landlord cancels the insurance policy, the tenant shall be notified of those changes in a timeframe that is reasonably practicable from the time the change/s occurred.

**Healthy Homes Statement:**

 I/we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the landlord(s)) **will comply** with the Healthy Homes Standards as required by section 45(1)(bb) of the Residential Tenancies Act.

Authorised Signature(s) on behalf of the landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/we\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the landlord(s)) **already comply** with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

Authorised Signature(s) on behalf of the landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Healthy Homes Compliance Report:**

The Healthy Homes Compliance Report is attached and forms part of this agreement. The report contains details of compliance for:

* Heating
* Insulation
* Ventilation
* Moisture ingress
* Draught stopping
* Drainage

The report also contains material or other matters relating to the above requirements as well as any additional features of the property.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by [ ] as authorised agents for [insert name of landlord]

Date: [insert date]