

**PUBLIC HOUSING RENTAL
RESIDENTIAL TENANCY AGREEMENT**

between

Queenstown Lakes Community Housing Trust

and

xx

Property at: xx

Residential Tenancy Agreement

Date:

Parties

1. Queenstown Lakes Community Housing Trust ("Landlord")
2. **xx** ("Tenant")

Residential Tenancy Details

| Term | Meaning |
|-------------------------|---|
| Landlord | |
| Name | Queenstown Lakes Community Housing Trust |
| Address for service | Level 1, 88 Beach St, Queenstown 9300 |
| Telephone (work) | 03 450 1702 |
| Telephone (after hours) | 027 645 2447 |
| Contact address | Level 1, 88 Beach St, Queenstown 9300 |
| Tenant | |
| Names | xx |
| Ages | xx |
| Address for service | xx |
| Phone (work) | xx |
| Phone (after hours) | xx |
| Contact address | xx |
| Tenancy Details | |
| Premises | xx |
| Landlord's chattels | Stove, fixed floor coverings, blinds, curtains, drapes, light fittings, dishwasher, heat pump, panel heaters. |
| Commencement date | xx |
| Term of Tenancy | Periodic (subject to clause 2) |
| Bond amount | xx |
| Rent Details | |
| Rent per week | xx |
| Rental Payments | Weekly |
| First Rent Payment Due | xx |

| | |
|---------------------------|--|
| Manner of Payment | By automatic payment authority to the Landlord's bank: |
| | Bank: SBS Bank |
| | Branch: Queenstown |
| | Bank Account number: xx |
| | Account name: xx |
| Maximum Number of Persons | xx |

The Landlord and Tenant agree

1. Tenancy

1.1 The Tenant will occupy the Premises as a Tenant from the Commencement Date for the Term.

2. Term

2.1 The Term of this tenancy shall be periodic provided that the Landlord may terminate this tenancy by 90 days' written notice pursuant to Section 53B(1)(a)(ii) of the Residential Tenancies Act 1986 where the tenancy of social housing was granted to the Tenant under the Public and Community Housing Management Act 1992 upon the happening of any one of the following events:

- a. The Landlord is notified that the Tenant is no longer eligible or qualifies for social housing;
- b. If the Landlord ceases to be a registered community housing provider; or
- c. If the Landlord requires the Tenant to transfer to different social housing provided by the Landlord, and the Landlord considers that:
 - i. the transfer is necessary or desirable for any reason; and
 - ii. the other housing is appropriate for the Tenant's housing needs as most recently assessed, irrespective of when the last assessment took place.

2.2 The Landlord may also terminate this tenancy by 90 days' written notice in accordance with Section 51(2) of the Residential Tenancies Act 1986 upon the happening of any one of the following events:

- a. The Premises is to be put on the market by the Landlord for the purposes of sale or other disposition, and requires vacant possession;
- b. The Landlord requires the Premises for facilitation of neighbouring land, and therefore requires vacant possession;
- c. The Landlord is to use the Premises for commercial activity provided that it will remain this use for longer than 90 days;
- d. Extensive renovations, refurbishment, repairs, or redevelopment has to occur and it would not be reasonably practicable for the Tenant to remain in occupation while the

work is undertaken, provided that the work will commence within 90 days of the termination date;

e. Demolition of the Premises is to begin within 90 days of the termination date.

2.3 The Landlord may terminate this tenancy by 63 days' written notice pursuant to Section 51(1) of the Residential Tenancies Act 1986 upon the happening of one of the following events:

a. The Landlord, or the Landlord's family require the Premises as their principal place of residence for a duration of more than 90 days, beginning within 90 days following the termination date;

b. The Landlord requires the Premises for occupation by employees or contractors of the Landlord.

2.4 The Tenant may terminate this periodic tenancy by giving 28 days' written notice to terminate.

3. **Bond**

3.1 The Tenant will pay the Bond to the Landlord before the Commencement Date. The Bond will be lodged with Tenancy Services.

4. **Rental**

4.1 The Tenant will pay the rental in accordance with the Rent Details.

4.2 The parties acknowledge and agree that the rental is a subsidised rental ("Subsidised Rent") based on the Income Related Rental Subsidy (IRRS) calculated by the Ministry of Housing and Urban Development (HUD).

4.3 The parties acknowledge and agree that if the IRRS changes, the rent will be adjusted accordingly and if the IRRS is stopped then the rental will be reviewed and calculated as outlined in either clause 5.2 or 5.3.

5. **Rent Reviews**

5.1 The Rental may be reviewed to market by the Landlord on each anniversary of the Commencement Date in accordance with the provisions of the Residential Tenancies Act 1986.

5.2 If, following any Rent Review the Tenant qualifies for a Subsidised Rent, then the rental shall be set at 80% of market rent, as determined by the Landlord, or 35% of the gross household income, whichever is the greater; or

5.3 If, following any Rent Review the Tenant no longer qualifies for a Subsidised Rent, then the rental shall be increased to full market rent, as determined by the Landlord.

6. **Number of persons**

6.1 The Tenant may not have any more than the Maximum Number of Persons residing at the Premises at any one time without the prior written consent of the Landlord.

7. **Transfer or Vacation of tenancy**

7.1 The Tenant may not transfer or assign the tenancy or sublet the Premises or in any way part with possession of the Premises without the prior written consent of the Landlord.

7.2 The Tenant may not vacate the Premises for more than 4 weeks without the prior written approval of the Landlord.

8. **Use and care of premises**

- 8.1 The Tenant may only use the Premises as a private dwelling.
- 8.2 The Tenant may not smoke, or allow others to smoke, anywhere inside the Premises including the garage.
- 8.3 The Tenant may not keep any pets on the Premises without the Landlord's prior written consent.
- 8.4 The Tenant must make sure that no vehicles are parked on any lawn or garden areas.
- 8.5 The Tenant must keep the premises, including the exterior of the premises and the grounds of the Premises, clean and tidy at all times.
- 8.6 The Tenant must keep the Premises reasonably clean and tidy. This includes mowing the lawns and weeding the gardens. The Landlord is responsible for pruning and maintaining trees, shrubs and hedges, and removing the cuttings.
- 8.7 On vacating the premises, the Tenant must leave the Premises in a reasonably clean and tidy condition. This includes ensuring any marks and stains are removed from carpets. The Landlord reserves the right to claim the cost of professional carpet cleaning if required. The Tenant should be aware that using 'do-it-yourself' carpet cleaning equipment may cause further damage.
- 8.8 If the Premises is part of a Body Corporate, the Tenant must adhere to all Body Corporate rules, agree to the Landlord passing on the Tenant's contact details to the Body Corporate, and cover any costs from the Body Corporate relating to damage, replacement keys/cards etc.

9. **Landlord's chattels**

- 9.1 The Tenant must properly look after the Landlord's Chattels and keep them clean and in good repair and notify the Landlord as soon as any repairs are needed.
- 9.2 The Tenant will be liable for the cost of any careless damage caused by them or their guests, up to four weeks' market rent or the insurance excess, whichever is the lower.
- 9.3 The Tenant will be liable for the full cost of any damage that they or their guests cause intentionally, or that results from an act or omission that constitutes an imprisonable offence.
- 9.4 The Tenant must not remove any of the Landlord's Chattels from the Premises.

10. **Access to premises**

- 10.1 If any access forming part of the Premises is used by any other tenants of the Landlord for access purposes then the Tenant must make sure that the access is used only for access purposes and is kept clear at all other times.

11. **Defects**

- 11.1 Both the Tenant and the Landlord agree that on the Commencement Date the Premises and/or the Landlord's Chattels had the damage or defects shown in the attached defects list.

12. **Inspection**

- 12.1 As well as the Landlord having the right to inspect the Premises in accordance with Section 48 of the Act, the Tenant acknowledges and agrees that methamphetamine testing may be carried out during the course of the tenancy, after 48 hours' notice.

13. **Residential Tenancies Act 1986**

13.1 Both the Residential Tenancies Act 1986 (“Act”) and Residential Tenancies Amendment Act 2020 apply to this Agreement.

13.2 The attention of the Tenant is drawn to the brief summary of the provisions of the Act attached to this Agreement.

14. **Interpretation**

14.1 Terms given a meaning in the Residential Tenancy Details section will have that meaning in the rest of this Agreement where the context permits.

14.2 If the Tenant is more than one person, each Tenant is jointly and severally bound by the terms of this Agreement.

Signed by

Signed by Queenstown Lakes Community
Housing Trust
as Landlord by:

Authorised signature

Full name

Signed by xx as Tenant in the presence of:

xx

xx

Signature of witness

Name of witness

Occupation

Address

Defects List

Kitchen

Bathroom

Laundry

Dining

Living

Bedroom 1

Bedroom 2

Bedroom 3

Garage/Carport

Landlord's Chattels

Others

Note: Check floor, walls, ceilings, light fittings, power points, cupboards, shower, bath, basins, taps etc.

Residential Tenancies Act 1986 – Brief Details

These notes are only a brief outline of some of the more important provisions of the Residential Tenancies Act 1986 which applies to this agreement. For more information contact a Tenancy Services Centre.

1. **Agreement** Each party is entitled to a signed copy of the Tenancy Agreement and any amendments to it.

2. **Rent** Not more than 2 weeks rent in advance. Any rent increase shall be notified in writing 60 days in and shall only be increased once in a 365-day period.

A receipt must be given unless payment is made by automatic payment to a bank account or by a non-negotiable personal cheque.

3. **Bond** Not more than 4 weeks' rent.

Held by the Tenancy Services Centre.

Released if both the Landlord and Tenant agree or by ruling of the Tenancy Tribunal.

4. **Notice To Terminate** The Term of this tenancy shall be periodic provided that the Landlord may only terminate this tenancy pursuant to clause 2.1 & 2.2 of this agreement.

Tenant must give 28 days' notice.

Notices must be in writing.

5. **Immediate Termination** Landlord may terminate the tenancy by application to the Tenancy Tribunal where:
 - a) The Tenant is in arrears of rent for more than 21 days.
 - b) The Tenant has been 5 working days late in rent on 3 separate occasions within a 90-day period.
 - c) The Tenant has caused or threatened to cause substantial damage to the Premises.
 - d) The Police have laid a charge against the Tenant who has assaulted or threatened to assault the Landlord, a member of the Landlord's family or a neighbour.
 - e) 14 days' notice has been given to the Tenant following a charge of Physical Assault.
 - f) The Tenant has engaged in 'anti-social behaviour' on 3 separate occasions within a 90-day period, as per s55A (7).
 - g) The Landlord is suffering from Hardship.

- h) The Landlord discovers, or has sufficient reason to suspect, that the Tenant or any associate of the Tenant, has been participating in illegal or prohibited activities on the Premises.

Immediate termination is only enforceable with a possession order after a Tenancy Tribunal hearing.

6. Responsibilities

The Landlord must:

- a. provide and maintain the Premises in a reasonable state of repair;
- b. pay insurance, land tax, rates, including water rates;
- c. not interfere with the Tenant's quiet enjoyment of the Premises.

The Tenant must:

- a. keep the Premises clean and tidy and notify the Landlord of any repairs needed;
- b. unless otherwise agreed, pay electricity, gas, telephone and excess water bills;
- c. not disturb the neighbours;
- d. not damage or permit damage to the Premises;
- e. not make any alterations to the Premises without the Landlord's written consent, which cannot be unreasonably withheld.

7. Rights Of Entry

The Landlord can only enter the Premises:

- a. with the Tenant's consent;
- b. in an emergency;
- c. with 24 hours' notice for work required;
- d. 48 hours' notice for inspection.

Entry must be between 8 am and 7 pm.

8. Subletting

In the tenancy agreement the Landlord must consider a Tenant's request to sublet or assign the Lease however the Landlord may refuse the Tenant the right to sublet or assign.

Unless there is such a prohibition the Tenant may sublet or assign with the Landlord's written consent which cannot be withheld unreasonably.

In the tenancy agreement the Landlord may limit the number of people who may reside at the Premises.

9. **Locks** Locks to the Premises cannot be changed without the consent of the other party.

10. **Disputes** In the case of a dispute or breach of agreement both the Tenant and/or Landlord can approach the Tenancy Services Centre of the Department of Building and Housing for advice and mediation.

Tenancy Services 0800 83 62 62

Bond Enquiries 0800 737 666

See attached Insulation Statement, Healthy Homes Standards Statement and Insurance Statement as required under the Residential Tenancies Amendment Act 2019.