



QUEENSTOWN LAKES
**Community
Housing Trust**

RENT SAVER AGREEMENT

between

«Landlord»

and

«Tenant1» «and» «Tenant2»

Property at

«Add»

Date of Agreement:

Parties

1. «Landlord» ("us" or "we" or "our")
2. «Tenant1» «and» «Tenant2» ("you")

Background

- A. We have bought the Property.
- B. We intend to lease the Property to you in accordance with a Residential Tenancy Agreement, on an initial fixed term period for 5 years.
- C. We have agreed to grant you a Progression Opportunity, enabling you to purchase a right to occupy a suitable property under our Assisted Ownership Programme.
- D. You have agreed to save for a deposit and we have agreed to contribute towards your deposit, providing your deposit is used towards the purchase of a property under our Assisted Ownership programme, in accordance with this Agreement. For every week you have saved at least \$50, we will contribute \$100, for a maximum of five years.

Terms

1.0 Ownership and Occupation of Property

- 1.1 We own the Property.
- 1.2 You and your family can live at the Property in accordance with the Residential Tenancy Agreement.
- 1.3 The Property can only be used as your family home.
- 1.4 You agree to comply with the terms of the Residential Tenancy Agreement at all times.
- 1.5 You agree to maintain the Property to the same standard it was in when you moved in.

2.0 Your Savings and Our Contribution

- 2.1 During the term of this Agreement you agree to save a minimum of \$2,600 per year into a savings scheme for the purpose of saving towards a deposit to buy a right to occupy a suitable property under our Assisted Ownership Programme, as set out below in the Progression Opportunity. Your savings scheme must comply with our policies.
- 2.2 On each anniversary of this Agreement you agree to provide us with a statement from your savings scheme provider showing compliance with clause 2.1 above.
- 2.3 If you put your agreed minimum savings towards the deposit to purchase a right to occupy a suitable property from us under our Assisted Ownership Programme, then we agree to contribute up to \$5,200 per year (pro-rated in accordance with your savings), with our contribution to go towards the amount payable by you under clause 3 below.

3.0 Progression Opportunity

- 3.1 Three months prior to the expiry of the current Term, we shall undertake a full review to determine your eligibility for a Progression Opportunity. If deemed eligible, you will have from the date of the review until the expiration of the current Term to accept or decline the Progression Opportunity.

- 3.2 If you accept the Progression Opportunity, you will pay the Processing Fee and we will work alongside you to facilitate your progression to a suitable property under our Assisted Ownership programme. The details of this Progression Opportunity will be presented to you at such time.
- 3.3 If you decline the Progression Opportunity, and wish to remain in the Premises:
- 3.3.1 you will cease to be eligible for and receive any financial benefits provided by us.
- 3.3.2 we may at our sole discretion require you to transfer to an alternate property, under a new Residential Tenancy Agreement should the current Property be deemed unsuitable or undesirable for any reason.
- 3.3.3 we may provide you notice to terminate the current Tenancy, as set out in the Residential Tenancies Act.
- 3.4 If you wish to exercise your option to purchase a suitable property under our Assisted Ownership Programme:
- 3.4.1 All savings (as referred to in clause 2.3 above) plus all available Government first home contributions must be used as your deposit to complete the purchase;
- 3.4.2 You and we will sign an Assisted Ownership Programme Agreement which will record the Purchase Price, as set by clause 3.2 above;
- 3.4.3 Settlement will be on the Settlement Date; and
- 3.4.4 On settlement, we will allow you to register a mortgage over your rights under the Assisted Ownership Agreement.
- 3.5 We agree to contribute the amount referred to in clause 2.3 above to you to enable you to pay the amount payable to us under the Assisted Ownership Agreement.

4.0 Expiry or Earlier Termination of Progression Opportunity

- 4.1 The Progression Opportunity expires if not exercised by you on expiry of the current Fixed Term period of your Tenancy.
- 4.2 The Progression Opportunity in clause 3 shall terminate earlier upon:
- 4.2.1 you advising us that you do not intend to exercise this option or us having good reason to believe that you do not intend to exercise this option; or
- 4.2.2 you breaching any term of this Agreement and failing to remedy such breach within 10 Working Days; or
- 4.2.3 you breaching any term of the Residential Tenancy Agreement or the Residential Tenancies Act 1986 and failing to remedy such breach within 10 Working Days; or
- 4.2.4 your Residential Tenancy Agreement at this Property terminating.

5.0 Obligations in Respect of the Property

- 5.1 You must not do anything that might negate the insurance on the Property or cause the insurance premium to increase.
- 5.2 You must comply with all laws relating to the Property.
- 5.3 You must cover our loss if you do anything that allows the insurer to avoid paying out on any claim.

6.0 Failures by You

6.1 If you fail to do anything required to be done under this Agreement within ten Working Days of us telling you then we can fix the breach and recover the costs from you.

7.0 Restrictions on Us

7.1 We may transfer the Property to a subsidiary or a central or local government-controlled agency or to a similar organisation to us with similar structure, intents and obligations provided such transferee agrees to be bound by this Agreement.

7.2 In that event, you must sign all documentation reasonably required by us to complete the transfer.

8.0 General

8.1 **Entire agreement:** This Agreement constitutes the entire understanding and agreement of the Parties.

8.2 **Time of essence:** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

8.3 **No Caveat:** You shall not register a caveat against the title to the Property.

8.4 **Assignment:** You may not assign this Agreement.

8.5 **Costs:** Each Party will pay its own costs in relation to the negotiation, preparation and execution of this Agreement.

8.6 **Variations:** Should we need to update this Agreement at any time in our sole and absolute discretion then you agree to sign such new Agreement within 10 working days of our request to do so. Failure to sign such new Agreement will be a breach of this Agreement.

9.0 Independent Legal Advice

9.1 You acknowledge that we have recommended that you obtain independent legal advice in respect of this Agreement to explain the nature and effect of this Agreement to you and that you understand the nature and effect of this Agreement.

10.0 Definitions and Interpretation

10.1 In this Agreement unless the context requires otherwise:

“Assisted Ownership Programme” means whichever assisted ownership programme is offered by us, at any given time;

“Assisted Ownership Property” means a property owned by us and held within our Assisted Ownership Programme;

“Purchase Price” is the amount you pay to us for us granting you the long term right to live in the Property, as set out in the applicable Assisted Ownership Programme.

“General Conditions” is the latest form of ADLS Agreement for Sale and Purchase of Real Estate;

“GST” is goods and services tax within the meaning of the Goods and Services Tax Act 1985;

“Improvements” are any works undertaken on or to the Property which need a resource and/or building consent;

“Option Window” means the period of 60 days after the date which is five years from the date of this Agreement.

“**Processing Fee**” is \$1,300 incl. GST to cover valuation and related administration costs, which may be increased annually by a reasonable sum advised by us reflective of costs increasing;

“**Property**” is the land and building situated at «Add», certificate of title «CT»;

“**Progression Opportunity**” means an opportunity to progress to an Assisted Ownership Programme;

“**Residential Tenancy Agreement**” means the Residential Tenancy Agreement supplied to you, signed by both parties on commencement of your current Tenancy.

“**Settlement Date**” means 15 working days after you exercise your option pursuant to clause 3.0 above or such other date as mutually agreed; and

“**Working Day**” has the same meaning as set out in the General Conditions.

- 10.2 references to the Parties include their respective executors, administrators, successors and permitted assigns;
- 10.3 the singular will include the plural and vice versa;
- 10.4 any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 10.5 headings have been inserted for convenience only and will not affect the construction of this Agreement; and
- 10.6 reference to a statute includes all statutes amending, consolidating or replacing the statute referred to and any regulations made pursuant to those statutes.

Executed by the Parties

Signed by «**Landlord**» by one of its authorised signatories:

Authorised signature

Full name

Signed by «**Tenant1**» «and» «**Tenant2**» in the presence of:

«Tenant1»

«Tenant2»