



QUEENSTOWN LAKES
**Community
Housing Trust**

**RENT SAVER
RESIDENTIAL TENANCY AGREEMENT**

between

«Landlord»

and

«Tenant1» «and»

«Tenant2»

property at:

«Add»

Date of Agreement:

Parties

1. «Landlord» ("Landlord")
2. «Tenant1» «and» «Tenant2» ("Tenant")

Landlord Details

Name	«Landlord»
Address for service	Level 1, 8 Pin Oak Avenue, Queenstown 9300
Email for service	admin@qlcht.org.nz
Phone	03 450 1771
Phone (after hours)	0800 336 355
Contact address	PO Box 2778, Wakatipu 9349

Tenant Details

Name(s)	«Tenant1» «and» «Tenant2»
Is the Tenant(s) under 18 years of age	«TenantsUnder18»
Address for service	«Add»
Email for service	«Emailforservice»
Phone	«PhM»
Contact address	«Add»

Tenancy Details

Address of Tenancy	«Add» (“Premises”)
Commencement Date	«Start»
Maximum Number of Persons	«MaxPerson»

Rent Details

Rent Amount	«Rent» per week
Rent Payment Frequency	To be paid weekly or fortnightly in advance
First Rent Payment Due	«FirstRent»
Bond on Commencement	«Bond»

Payment Details

By automatic payment to the Landlord's bank:

Bank: ASB Bank Ltd
Branch: Queenstown
Bank Account number: «BankAcc»
Account name: «AccName»
Payment Reference: «BankReference»

Landlord's Chattels

Landlord's chattels

Cross out where not applicable:

Stovetop, oven, rangehood, dishwasher, heat pump and remote control, panel heaters, radiators, fixed floor coverings, blinds, curtains, light fittings towel rail, toilet roll holder, indoor clothesline, outdoor clothesline, garden shed, garage door opener, washer/dryer.

Keys and remotes

Recorded below are the keys/remotes provided to the Tenant, to be returned to the Landlord at the end of the tenancy.

House keys:

Garage door remote:

Heat pump remote:

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.

1.2 The Term will immediately cease should the Tenant become an owner of part or all of the Premises.

2. Governing Laws

2.1 The laws that govern this tenancy are contained in the following Acts, including any subsequent amendments:

- i. Public and Community Housing Management Act 1992
- ii. Residential Tenancies Act 1986
- iii. Unit Titles Act 2010 (where the premises are managed under a Body Corporate)

2. Term

2.1 The initial Term of this tenancy shall be fixed for 5 years.

2.2 Upon expiry of the initial Term, this tenancy shall be periodic and may be ended by either party giving notice as required under the Residential Tenancies Act.

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. Rent

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

4.2 Rent is to be paid in advance. One week in advance if rent is paid weekly, or two weeks in advance if rent is paid fortnightly.

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.

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 vape, or allow others to smoke or vape, 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' 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 at the time of commencing the tenancy, an inspection was undertaken to record any existing defects or damage to the Premises and/or Landlord's Chattels and a copy provided to the Tenant.

12. Inspections

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, as set out under the Residential Tenancies Act.

15. Progression Opportunity

15.1 Three months prior to the expiry of the current Term, the Landlord shall undertake a full review to determine the Tenant's eligibility for the Progression Opportunity. If suitable, the Tenant will have from the date of the review until the expiration of the current Term to accept or decline the Progression Opportunity.

15.2 If the Tenant accepts the Progression Opportunity, the Landlord will work alongside the Tenant to facilitate the Tenant progressing to an assisted ownership opportunity, in a suitable property. The details of this Progression Opportunity will be presented to the Tenant at such time.

15.3 If the Tenant declines the Progression Opportunity, then at the expiry date of the Term the Lease will become Periodic in accordance with the Residential Tenancies Act and the Tenant will cease to be eligible for and receive any financial benefits provided by the Landlord.

15.4 Upon the Lease becoming a periodic tenancy, the Landlord may at its sole discretion:

- i. require the Tenant to transfer to an alternate property, under a new Residential Tenancy Agreement, should the Landlord deem in its sole discretion that the current Premises are no longer suitable or desirable for any reason.
- ii. give the Tenant notice to end the Tenancy in accordance with the Residential Tenancies Act, should the Tenant no longer meet the eligibility criteria for housing assistance.

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.
- 14.3 The term "Rent Saver Agreement" used in this Agreement means the Rent Saver Agreement entered into between the Landlord and Tenant attached as Annexure A.

15. Privacy

- 15.1 The handling of, access to and release of any personal information collected will be managed in accordance with the Privacy Act, unless overridden by the Family Violence Act 2018 and/or the Oranga Tamariki Act 1989.
- 15.2 Your information is held securely and would only be disclosed for the following reasons:
- i. QLCHT employees and Board members, to assist with the functions and services that we provide.
 - ii. To the Ministry of Housing and Urban Development or the Ministry of Social Development as required under QLCHT's contractual reporting obligations for development funding or housing provision.
 - iii. A third party if we are required to do so under any laws or regulations, or in the course of legal proceedings or other investigations. This may include sharing CCTV footage with the New Zealand Police or other public-sector agencies where criminal activity is reported or suspected. The New Zealand Police may also access feeds from certain CCTV camera from time to time, for law enforcement, investigation and emergency response purposes.
 - iv. Any person engaged by QLCHT to provide products or services on our behalf, where a person's personal information is necessary for the provision of those products or services.
 - v. Any person we are authorised to disclose personal information to.
 - vi. Any person, if that information is held in a public register, e.g. information held on property files or the rating information database.
- 15.3 You have the right to ask for a copy of any personal information we hold about you, and to ask for it be corrected if you think it is wrong.
- 15.4 QLCHT's full privacy policy can be viewed on our website www.qlcht.org.nz.

16. Compliance Statements

16.1 Attached to this Residential Tenancy Agreement are the following:

- i. Healthy Homes Standards Statement
- ii. Insurance Statement
- iii. Body Corporate rules (if applicable)

17. Disputes

17.1 In the case of a dispute or breach of agreement both the Tenant and/or the Landlord can contact Tenancy Services for advice and mediation on 0800 83 62 62.

17.2 Refer to the Tenancy Services website for further information on the rights and responsibilities of landlords and tenants: www.tenancy.govt.nz

The Landlord and Tenant agree to all the terms and conditions in this Residential Tenancy Agreement.

Signed by

Signed by «Landlord» as Landlord by:

Authorised signature

Full name

Signed by as Tenant in the presence of:

«Tenant1»

«Tenant2»

Inserted here are the following compliance documents

- Healthy Homes Standards Statement
- Insurance Statement
- Body Corporate rules (if applicable)

Outline of the provisions of the Residential Tenancies Act 1986 (RTA)

This outline is provided to you for your information only. It is a summary of the RTA legislation as at June 2025, produced by Tenancy Services. This is subject to change as future amendments to the Residential Tenancies Act are made. Please refer to the Tenancy Services website or the Residential Tenancies Act 1986 for full and updated information.

1. Agreement

- › Each party should keep a copy of this tenancy agreement.
- › Changes in the particulars of either party must be notified to the other party within 10 working days.
- › This contract may not be enforceable against a tenant under the age of 18 (a minor). The *Contract and Commercial Law Act 2017* may apply.

2. Contact details

- › Each party must provide an email address and mobile phone number if they have them.
- › Each party must supply a physical address for service in New Zealand where notices and other documents relating to the tenancy will be accepted by them, or on their behalf, even after the tenancy has ended. Tenants who supply the rental address as their address for service should update this at the end of the tenancy. Parties may also supply an additional address for service which can include a PO Box or electronic address.
- › If the landlord is going to be out of New Zealand for more than 21 days and has to appoint an agent, the landlord must give the tenant the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service.

3. Rent

- › Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- › 60 days' written notice must be given for rent increases.
- › Rent shall not be increased within 12 months of the start of the tenancy or the last rent increase.
- › Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- › Receipts must be given immediately if rent is paid in cash.

4. Bond

- › A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- › Bonds must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- › Receipts must be given for bond payments.
- › If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.

- › The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear.

5. Landlord's responsibilities

- › Provide and maintain the premises in a reasonable condition.
- › Allow the tenant quiet enjoyment of the premises.
- › Comply with all building, health and safety requirements that apply to the premises.
- › Comply with the healthy homes standards.
- › Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations.
- › Landlords need to have working smoke alarms installed in all their residential rental homes. Any replacement alarms installed after 1 July 2016 (other than hard-wired systems) need to have long life batteries and a photoelectric sensor.
- › Pay rates and any insurance taken out by the landlord.
- › Not seize the tenant's goods for any reason.
- › Inform the tenant if the property is on the market for sale.
- › Not interfere with the supply of any services to the premises.
- › If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- › Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days.
- › Inform the tenant of any changes to the information in the insurance statement within a reasonable time.

6. Tenant's responsibilities

- › Pay the rent on time.
- › Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- › Use the premises principally for residential purposes.
- › Pay all electricity, gas, telephone, and metered water charges.
- › Replace batteries in smoke alarms as required.
- › Not damage or permit damage to the premises, and to inform the landlord of any damage.
- › Not disturb the neighbours or the landlord's other tenants.
- › Not alter the premises without the landlord's written consent.

- › Not use the property for any unlawful purpose.
- › Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- › At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.
- › If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

7. Rights of entry

The landlord shall enter the premises only:

- › with the tenant's consent at the time of entry
- › in an emergency
- › for necessary maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms and healthy homes standards, from 8 am to 7 pm, after 24 hours' notice
- › for an inspection of the property or work done by the tenant, from 8 am to 7 pm after 48 hours' notice
- › with the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises (consent may not be unreasonably withheld but reasonable conditions may be imposed)
- › to test for contamination from 8am to 7pm, after 48 hours' notice.

8. Subletting and assignment

- › If not expressly prohibited by the landlord, the tenant may sublet or part with possession with the landlord's prior written consent.
- › Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.
- › Landlords must consider all requests from tenants to assign a tenancy and cannot withhold consent unreasonably. A provision in a tenancy agreement prohibiting assignment is of no effect. These rules do not apply to a social housing tenancy covered by section 22F(2)(b) & (c) of the Residential Tenancies Act 1986 if assignment is prohibited under this agreement.
- › The tenant(s) must not assign the tenancy without the prior written consent of the landlord.

9. Making changes to the property

- › Landlords must consider all requests from tenants for changes to the rental property, and must not withhold consent for a minor change (fixture, renovation, alteration, or addition), but may attach reasonable conditions. Responses to requests must be provided in writing within 21 days.
- › The tenant(s) must not make any changes without the prior written consent of the landlord.

- › The tenant(s) must return the property to a condition that is substantially the same as the condition that the property was in before any minor changes were made. However, the landlord and tenant may agree 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).
- › Please check the [tenancy.govt.nz](https://www.tenancy.govt.nz) website for further information.

10. Installation of fibre internet connection

Landlords must permit the installation of a fibre internet connection to the rental property if:

- › there is no fibre connection in the premises; and
- › it is possible to install a fibre connection in the premises; and
- › the tenant requests a fibre connection; and
- › the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).

Under some circumstances a landlord is not required to permit installation. There are rules for how landlords must respond to and facilitate requests for installation. Please check the [tenancy.govt.nz](https://www.tenancy.govt.nz) website for further information.

11. Locks

Locks can only be changed with the agreement of both the tenant and the landlord. They should be provided and maintained in a secure state by the landlord.

12. Insulation

- › Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- › Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must explain how it applies.
- › Landlords must make all reasonable efforts to obtain the required information. This includes physically looking, engaging a professional to do an assessment and/or checking the council building file.
- › This information can be included in the healthy homes standards compliance statement included in this agreement as a combined statement.

13. Insurance

- › Landlords must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.

- › Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- › If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- › Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

14. Healthy Homes Standards

Landlords must include a statement in all new, renewed or varied tenancy agreements, which includes details of the property's compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must include a statement in the tenancy agreement, which confirms:

- › that on and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act, **or**
- › that the landlord already complies with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

This statement can be combined with the healthy homes standards compliance statement included in this agreement, with one signature.

15. Notice to terminate tenancy*

Fixed-term tenancies

Fixed-term tenancy agreements that are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord or tenant gives written notice to end the fixed-term tenancy between 90 and 21 days before the fixed term ends. No specific reason is required; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Periodic tenancies

Tenants terminating a periodic tenancy must give at least 21 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 42 days' notice in writing – and must state the reason for termination if:

- › the premises are required as the principal place of residence for the owner or any member of that owner's family, and is to be lived in within 90 days after the termination date, for at least 90 days; or
- › the landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement); or
- › the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or
- › the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or by contractors under contracts for services with a school board of trustees. That fact is clearly stated in the tenancy agreement, and the premises are required for that use (this reason only applies if the landlord is the Ministry of Education).

The tenant can terminate the tenancy with two days' notice if the property was an unlawful residential premises at the start of the tenancy and it is still an unlawful residential premises. This applies to both fixed term and periodic tenancies.

Family Violence

A tenant or their child/dependant who is subjected to family violence during a tenancy can withdraw from their tenancy by giving at least two days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

Physical Assault

The landlord can give notice of at least 14 days to terminate a tenancy if the tenant has assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and evidence is provided that a charge has been filed by Police against the tenant in respect of the assault.

16. Termination by Tribunal

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

- › the rent is 21 days in arrears
- › the tenant has caused or threatened to cause substantial damage to the premises
- › the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, or a neighbour
- › the tenant has failed to comply with a 14 days' notice to remedy a breach
- › the premises are unlawful residential premises.

The landlord may apply to the Tenancy Tribunal for a termination order of a periodic tenancy if:

- › the landlord has given the tenant a written notices on three separate occasions for anti-social behaviour within any 90-day period; or
- › the landlord has given the tenant a written notice on three separate occasions when the tenant has missed their rent payment and this has remained unpaid for at least five working days within a 90-day period.

The landlord must apply to the Tenancy Tribunal within 28 days of issuing the third notice. More information is available at [tenancy.govt.nz](https://www.tenancy.govt.nz)

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act, or if the property is an unlawful residential premises.

17. Mitigation of loss

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.

18. Unit Title Property

The landlord must notify the tenant of any variations to body corporate rules affecting the premises.