

Tenancy Agreement

in relation to a flat / house share arrangement

Hindan.K Limited (Landlord)

(Tenant)

Tenancy Agreement

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Schedule 1- Details

Tenancy Address					
Room				Flat	
Street					
Suburb	Auckland CBD	City	Auckland	Postcode	1010

Tenancy Term			
Term Type	Fixed	Start Date	Minimum stay ends

(It rolls into periodic tenancy until 21 days' notice is provided)

Landlord			
Company Name	Hindan. K Limited (trading as Friendly Flats)		
Address for Service	411 Queen Street, Auckland Central, Auckland, 1010		
Contact Person	Hindan Khan		
Phone	0210 850 2282	Email	contact@friendlyflats.co.nz
For more info about our available flats and our company, head to: www.friendlyflats.co.nz .			

Rent Details			
Rent	\$	Bond	\$
Rent Frequency	Weekly	Rent in Advance	\$
First Rent Due		Move in Total	\$

Payment Details			
Bank	ANZ	Branch	Queen Street, Auckland CBD
Account Name	Hindan K Ltd	Account Number	01-0270-0565896-01
Reference			

Tenant Details

Name			
Mobile			
Work Phone		Under 18 years of	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Email			
Licence		Passport Number	
18+ Card Number		Extra ID	
Address for Service	Is the tenant's address for service the same as the tenancy address?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If no, state address			

Emergency Contact Details

Name			
Phone		Relationship	
Address			

Additional Residents

N/A

Maximum Number of Tenants

Smokers

Smokers Allowed Yes No

Pets

Pets Allowed Yes No

Landlord's Chattels

Insurance Details

There is insurance covering this Property that is relevant to the Tenant's liability for damage to the Premises, including damage to the Shared Areas Yes No

The table below specifies the excess amounts of all relevant insurance policies for this Property.

Name / Type of Policy	Insurer	Excess amount

Schedule 2 – Terms and Conditions of this Agreement

1. Defined terms and Interpretation

1.1 These are the terms used in this Agreement

- (a) **Headlandlord** means the entity or person that has leased the Property to the Landlord.
- (b) **Healthy Homes Standards** means the required standards provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.
- (c) **Premises** means the room specified in Schedule 1 that is rented by the Tenant.
- (d) **Property** means the property where the Premises is located.
- (e) **RTA** means the Residential Tenancies Act 1986.
- (f) **Shared Areas** means the areas shared by the tenants at the Property including the kitchen, lounge, bathroom(s) and laundry (if any) but excluding any other room rented to a third party.
- (g) **Working Days** means any day of the week other than a Saturday, Sunday or a New Zealand statutory holiday (provided that the only anniversary day to apply shall be the day observed as the anniversary of the province in which the Property is situated).

1.2 This sets out how to interpret this Agreement

- (a) The singular includes the plural and vice versa.
- (b) Examples and use of the word including and similar expressions do not limit what else may be included.
- (c) Any obligation not to do anything includes an obligation not to allow or cause that thing to be done (by conduct, omission or otherwise).
- (d) Headings have been inserted for convenience only and will not affect the construction of this Agreement.
- (e) References to a law or legislation includes all statutes amending, consolidating or replacing the statute referred to and any regulations made pursuant to those statutes.
- (f) References clauses and schedules will be construed as references to clauses of and schedules to, this Agreement.
- (g) The rights and obligations set out in the RTA are implied in this Agreement.

2. Agreement

The Tenant confirms that they have completed this Agreement themselves (where relevant) and the information contained in this Agreement about the Tenant is true and correct.

3. Tenant Consent

The Tenant agrees to the collection, use and disclosure of their personal information for the following purposes:

- (a) To perform background checks, reference checks and credit checks through the Centrix and Equifax credit bureaus to assess if the Tenant is the best applicant on merit. The Tenant agrees that the Landlord may discuss the Tenant's personal information including debts with any personal or work referees.
- (b) To add the Tenant's information to any background, reference and credit checking database.
- (c) To allow the Landlord to add a review to a tenancy review database that can be then viewed by other companies and/or landlords.
- (d) To check the Ministry of Justice, Tenancy Tribunal, District Court, High Court, Court of Appeal, Supreme Court, Department of Corrections, and New Zealand Police databases.
- (e) For debt collection purposes.
- (f) To check the Personal Properties Securities Register.
- (g) To verify the Tenant's passport, citizenship, birth certificate details via the Department of Internal Affairs.
- (h) To check if the Tenant's vehicle is stolen.
- (i) To check and update a credit bureau.
- (j) To check whether the Tenant is politically significant.
- (k) To update the Tenant check system.
- (l) If the Tenant indicates that they would like move-in services to contact the Tenant, then the Tenant's contact and credit information will be passed onto the move-in service company for the purpose of offering and facilitating a moving service. The Landlord may receive a commission from the move-in service if the Tenant chooses to use that service.

4. Tenant Warranty

The Tenant warrants that they have supplied all information in this Agreement freely, including their driver's license details and passport details (if applicable). The Tenant agrees that any information found through any third-party databases that relates to them can also be used for the purposes outlined in this Agreement.

5. Rent

- 5.1 The Tenant agrees to rent the Premises stated in Schedule 1 on the terms set out in this Agreement.
- 5.2 The rent is to be paid **weekly** via automatic bank transfer to the Landlord's bank account number as stated in Schedule 1 (or as notified in writing by the Landlord to the Tenant).
- 5.3 The rent includes an allocation for the reasonable personal use of power, water and internet by the Tenant.

6. Rent Reviews

The Landlord may review the rent from time to time and may increase the rent in accordance with Section 24 of the RTA. No increase will take effect within 12 months after the date of the commencement of the tenancy or within 12 months after the date on which the last increase took effect.

7. The Bond

7.1 The bond for this Premises will be lodged with Tenancy Services within 23 Working Days of receiving payment. The Tenant's bond will be refunded within 5 Working Days after the Landlord receives the signed bond refund from and move out checklist from the Tenant, provided the Tenant:

- (a) leaves the Premises and Shared Areas in a reasonably clean condition and removes all personal belongings from the Property;
- (b) adheres to the fixed-term tenancy period and serves the required notice period; and
- (c) does not cause any damage to the Property and returns the keys.

8. Use of Property

- () The Tenant agrees to use the Property principally for residential purposes and not use it for any unlawful purpose or any commercial activity that requires customers to visit the Property. The Tenant further agrees to not allow any other occupants, guests or invitees to use the Property for any unlawful purposes.
- (a) The parties agree that this is a residential tenancy and not a boarding house tenancy for the purposes of the RTA.

9. Maximum Numbers

9.1 The Tenant agrees that the Tenant may only have the maximum number of occupants stated in Schedule 1 residing at the Premises.

10. Headlease

- (a) The Tenant acknowledges that this Agreement is a sublease of the Premises by the Landlord. The Landlord has entered into a lease of the Property with the Headlandlord (**Headlease**).
- (b) The Tenant will not do anything that puts or may put the Landlord in breach of its obligations as tenant under the Headlease.

11. Shared Areas

- (a) The Tenant acknowledges that it is only renting the Premises from the Landlord and they may use the Shared Areas on a non-exclusive basis with the other tenants at the Property in accordance with the rules in Schedule 3.
- (b) The Tenant further acknowledges that the Landlord may change the rules in Schedule 3 from time to time. If the Landlord changes the rules in Schedule 3, it will promptly provide a copy of the new rules to the Tenant.

12. Other Tenants

The Tenant acknowledges that the Landlord may change the other tenants living at the Property as the Landlord sees fit without notice to or consent from the Tenant.

13. No Sublease

The Tenant agrees not to:

- (a) assign, sublet or part with possession of the Premises (or any part of the Premises).

- (b) rent out the Premises, or any part of the Premises, on a short-term or daily basis or for any third parties' holiday purpose for financial gain.

14. Insurance

The insurance policy for this Property is available for the Tenant, if they request it. If the insurance details noted in this Agreement change and the information in Schedule 1 or the policy documents change, the Landlord will provide the updated information to the Tenant within a reasonable time of becoming aware of the change.

The Tenant agrees to not do anything that would render the Premises or the Property uninsurable or cause the insurance premiums to be increased.

15. Premises Inspection Report

At the beginning of the tenancy, the Tenant shall complete a premises inspection report in conjunction with the Landlord or Landlord's agent, expressly detailing the standard of cleanliness and maintenance requirements of the Premises. If the report shows that the Tenant has not maintained the general upkeep of the Premises, the Landlord may issue a 14-day notice to remedy the issue.

16. Inspections and Photographs

The Tenant acknowledges that photographs or videos will be taken to record the condition of the Property. The Tenant agrees to move or cover any personal belongings or information that may be photographed. If the Tenant fails to move or cover any item, then the Tenant agrees to those items being included in any photographic record.

17. Viewings / Inspections

The Tenant acknowledges that they are renting only one room within the Property and may not necessarily be informed for all the viewings/inspections of the other rooms in the Property. The Landlord will provide the Tenant with written notice before entering the Premises in accordance with the relevant notice requirements in the RTA.

18. Methamphetamine Testing

The Tenant agrees that the Landlord may during the tenancy, with or without the assistance of an expert, conduct a test for the presence of methamphetamine provided that 48 hours' minimum written notice is provided by the Landlord to the Tenant.

19. Repairs

The Tenant agrees to notify the Landlord as soon as possible after the discovery of any damage or the need for repairs at the Property. The Tenant shall not arrange for any maintenance or repairs without the Landlord's prior consent.

20. Callout Charge

The Tenant agrees to pay any reasonable callout charge if:

- (a) the Tenant does not adhere to prior arrangement for entry;
- (b) no fault is found; or
- (c) the repairs are due to damage or negligence by the Tenant.

21. Body Corporate Rules

If this Agreement relates to a tenancy of an apartment involving the Unit Titles Act 2010 then the rules attached to this Agreement at Schedule 6 also bind the Tenant provided they do not conflict with the RTA. The Landlord will provide the Tenant with a copy of the updated body corporate rules as soon as practicable following the Landlord becoming aware of any change to the rules.

22. Healthy Homes

The Tenant acknowledges a Healthy Homes Statement is included in this Agreement at Schedule 5. It is signed by the Headlandlord for the Property and the Landlord gives no warranty as to the accuracy of the statement.

The Landlord will use reasonable endeavours to ensure that the Headlandlord complies with the Healthy Homes Standards.

23. Carpets, Drapes and Curtains

The Tenant agrees that at the conclusion of the tenancy, the carpets will be inspected and if the carpets, drapes and/or curtains are found to be below a "reasonably clean and tidy" standard then the Tenant may be liable to return the carpets, drapes and/or curtains to "reasonably clean and tidy" standard.

24. Dangerous substances

The Tenant agrees that they will not keep or store any heating device or potentially combustible substances at the Property.

25. Drains and Waste

The Tenant agrees to keep all drains, sink waste, and sanitary appliances clear and free from obstruction.

26. Excessive Noise

The Tenant agrees to keep the noise to a reasonable level and be considerate of neighbouring properties, their occupants and other tenants at the Property.

27. Light Bulbs

The Tenant acknowledges that it is the Tenant's responsibility to ensure that all the light bulbs are in working order at the Premises. The Tenant agrees to use the correct light bulb for the socket, and for them to all be in working order at the end of the tenancy.

28. Pets

The Tenant agrees not to keep or feed or allow or permit any other person to keep or feed or allow any pet or other animal on or about the Property unless the Landlord agrees otherwise and amends this Agreement in writing to reflect the Landlord's permission.

29. Security

The Tenant is responsible for their possessions and ensuring that they are kept safe. The Landlord is not responsible for the loss or damage of the Tenant's possessions (even if caused by another tenant at the Property).

30. Smoke Detectors and Escape from Fire

The Tenant agrees not to tamper, or attempt to disable, disconnect or interfere in any way with any smoke alarm or other means of escape from fire at the Property, and not to permit any occupant, guest, or visitor to do the same. The Tenant agrees that the Tenant is liable for checking and replacing the smoke alarm batteries in the Premises. The Tenant agrees to advise the Landlord immediately should an alarm at the Property become inoperable for any reason.

31. Smoking and Illegal Substances

The Tenant agrees not to smoke cigarettes, cigars, vaporizers or electronic cigarettes (recognising that all can set off smoke alarms) or possess or take illegal substances into the Property and not to allow any other occupants, guests or invitees to do any of the above, or to use the Property in any way for any unlawful purpose.

32. Ventilation

The Tenant agrees to keep the Property well-ventilated at all practical times when the Tenant is personally in residence, to prevent the build-up of mould and mildew.

33. Tenant's Absence

The Tenant agrees that if the Tenant is going to be absent from the Premises or the Premises will be left empty for a period of 4 weeks or more, then the Tenant will advise the Landlord in writing prior to such period commencing.

34. Tenancy Renewal

This Agreement automatically converts into a periodic tenancy at the end of the fixed term unless this tenancy is renewed or extended, or notice is otherwise provided.

35. Ending a Fixed-Term Tenancy Early

- (a) If the Tenant wishes to end this Agreement during the fixed-term tenancy, they must provide at least 3 weeks' written notice to the Landlord.
- (b) The rent will remain payable by the Tenant until a new tenant begins paying rent for the Premises. The Landlord will advertise the Premises as vacant and the Tenant may conduct additional advertising at their own cost.
- (c) The new tenant must be approved by the Landlord.
- (d) The Landlord may charge a fee for early termination of a fixed-term tenancy if the fee reflects the actual and reasonable costs incurred by the Landlord in finding a replacement tenant.

36. Termination of a Periodic Tenancy

If this Agreement is for a periodic tenancy and the Tenant wishes to end this Agreement during a periodic tenancy, they must provide at least 21 days' written notice in accordance with the RTA.

37. Tenant's Obligation to Leave

At the end or earlier termination of the tenancy, the Tenant is required to vacate the Premises on the final day of the Agreement. The Tenant agrees that at the termination of the tenancy, they will return all pass cards, remote controlled door openers or keys belonging to the Landlord and remove all rubbish and personal belongings. Failure to do so may result in professional cleaning, replacement of keys, or other costs to be paid by the Tenant.

38. Further Terms

If any inserted term (including any Further Term in Schedule 4) conflicts with any other term in this Agreement, the term in Schedule 4 will prevail (unless that inserted term conflicts with the RTA in which case, the provisions of the RTA will prevail).

39. Jurisdiction

The parties agree that the RTA shall apply to and affect this Agreement.

40. Liability

In the case of there being two or more Tenants, the Tenants hereby agree that they are jointly and severally liable to the Landlord for any debt due to the Landlord and for the performance of any covenants. This includes the giving of notice to end a periodic tenancy. For example, if any Tenant gives notice to end a periodic tenancy, then that notice will be binding on all Tenants.

41. Collection of Costs

If, at the end of the tenancy, there is an unsatisfied debt by way of Money Order (as defined in the RTA), the Tenant agrees that the Tenant is liable for and shall pay for all costs of recovery of the debt, of which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include (without limitation) legal fees, commissions, fees disbursements, and/or court filing fees and disbursements.

42. Mitigation of Loss

If there is any breach of this tenancy by either party, the other party will take all reasonable steps to mitigate or limit its loss or damage.

43. Email Address for Service

- (a) The Tenant acknowledges and consents that the email address provided by the Tenant in this Agreement constitutes an address for service and may be used in addition to the postal address for service.
- (b) The Tenant agrees to advise the Landlord for any change to their email address for service. If the Tenant fails to advise the Landlord of any change to their email address for service, the Tenant understands that any notices that the Landlord may send to the existing address for service is legally binding.

44. Drafting of this Agreement

The template of this Agreement was drafted by MinterEllisonRuddWatts for the Landlord. However, the Tenant should seek its own legal advice before entering into this Agreement.

Schedule 3 – Shared Area Rules

0. Safety & Security

0.1 Keys

The Tenant must not change the locks at the Property or make any additional keys.

0.2 Candles

The Tenant must not use candles, decorative candles, incense, or any form of open flame in the Shared Areas.

0.3 Health & Safety

The Tenant will notify the Landlord as soon as possible of any health and safety issues that may arise within the Shared Areas.

1. Care of the Shared Areas

1.1 Cleaning

The Tenant is equally responsible together with other tenants at the Property for keeping the Shared Areas clean and tidy. If the Tenant and the other tenants at the Property do not keep the Shared Areas clean and tidy, then the Landlord may have the Shared Area commercially cleaned at the Tenant and other tenants at the Property's cost.

1.2 Cleaning Roster

The Tenant (together with the other tenants at the Property) is required to follow any cleaning roster provided by the Landlord in respect of the Shared Areas.

1.3 No Alterations or Installations

The Tenant will not alter the Shared Areas or install or have installed anything in the Shared Areas at the Property (including television, sky, aerial and pictures).

1.4 Carpets

The Tenant will not place pots, plants, fridges, freezers or anything that may cause damage to the carpeted areas within the Shared Areas. If the Tenant damages the carpet, they may be liable to repair the carpet.

1.5 Use of Shared Areas

The Tenant will not use the Shared Areas except for their intended use. For example, the Tenant will not use the lounge as a sleeping area.

Schedule 4 – Further Terms (if applicable)

Clause Number	Further Term

Schedule 5 – Healthy Homes Statement

Schedule 6 – Unit Title Rules (if applicable)

N/A

Schedule 7 Signing page

EXECUTED as an Agreement

SIGNED by Name:

Signature of Tenant:

**SIGNED by HINDAN.K LIMITED as
Landlord**

Signature of Property Manager

Name of Property Manager