



TENANCY AGREEMENT FORM

Landlord: Oxygen Property Limited

Address for service:

Phone:

Landlord: Oxygen Property Limited
Acting as Agent for

Property Manager: _____

Address of property: _____

Tenants Name:		
Home Phone:	Mobile Phone:	Work Phone:
Email:		
Address (for service):		

The Landlord agrees to let and the Tenant agrees to rent the above Premises in accordance with the provisions of the Residential Tenancy Act 1986 and the following terms and conditions.

Signed by Tenant: _____ **Date:** ____ / ____ / ____

Signed, as agent for landlord: _____ **Date:** ____ / ____ / ____

TENANCY

1. The tenancy shall commence on: ____ / ____ / ____
2. This tenancy is a periodic tenancy
3. The tenant shall not assign or sublet the tenancy without the landlord's written consent.

RENT

4. The rent shall be \$ _____ per week payable in advance by weekly automatic Bank Payment.
The first automatic payment to be on ____ / ____ / ____ to the account of: **Oxygen Property Limited**

TENANT'S CODE NUMBER:

Account Name: Oxygen Property **Account Number:** 01-0530-0147499-000 **Bank:** ANZ **Branch:** Lower Hutt

Initial Payment: Bond, Letting Fee and Rent

5. The Rent of \$ _____ which covers the period of 1 weeks from payable in advance
The Bond of \$ _____ 4 Weeks
Letting Fee \$ _____ 1 weeks rent plus GST
Total \$ _____ to be paid to Oxygen Property on the date this agreement is signed.

PERSON(S)

6. Maximum number of persons who may normally reside in the premises: Adult _____ Children _____

GENERAL CONDITIONS

Agreement

7. Each party to this Agreement is entitled to a signed copy of the Agreement and any amendments to it.

Bond

8. The bond shall be paid to Tenancy Services, Department of Building and Housing. The bond will be refunded to the Tenant on termination of the tenancy after deduction to compensate the Landlord for any loss or damage resulting from the Tenant's failure to observe and perform the Tenant's obligations under this Agreement.

Landlord's Responsibilities

9. To provide & maintain the premises in a reasonable state of repair.
10. To pay insurance, rates & any minimum charge for water.
11. To allow the Tenants quiet enjoyment of the premises.
12. In the case of a Periodic Tenancy, to notify any rent increase in writing, 60 days in advance not less than 180 days since the last increase.

Tenant's Responsibilities

13. The Tenant SHALL:
- (a) Keep the paths free of weeds and debris likely to clog the drains and to keep the grounds of the premises in a tidy condition.
 - (b) Keep the premises clean & tidy.
 - (c) Keep the drains and sewers cleansed and free of matter likely to cause obstructions;
 - (d) Notify the Landlord of any necessary repairs;
 - (e) Unless otherwise agreed, pay electricity, gas, telephone & any excess water bills;
 - (f) Ensure that no more persons than is specified above occupy the premises and they are used principally for residential purposes;
 - (g) On termination of the Tenancy leave the property clean, tidy & clear of rubbish;
 - (h) Deliver the keys for the premises to the Landlord by no later than 12 noon on the day the premises are vacated by the Tenant.
Failure to do so will incur the cost of installing replacement locks;
 - (i) Mow and keep lawns at a reasonable length;
 - (j) Keep the gardens tidy and manageable.
14. The Tenant SHALL NOT:
- (a) Make any renovation, alteration or addition to the premises without the Landlord's consent;
 - (b) Assign, sub-let or part with possession of the premises & the chattels or any part thereof during the term of the tenancy;
 - (c) Remove any chattels from the premises & shall either replace or repair (to the Landlord's satisfaction) any damaged or lost chattels with others of like value or reimburse the Landlord the cost of replacement.
 - (d) Permit to be done any act or omission whereby the fire insurance premium in respect of the premises shall be raised or any policy in respect thereof rendered void;
 - (e) Disturb the neighbours;
 - (d) Damage or permit damage to the premises, including the use of 'bluetack', adhesive tapes, thumbtacks, nails or screws on the walls or doors of the premises.
However, should damage occur the Tenant shall make good all damage caused by the Tenant, their household, agents, servants or visitors;
 - (e) Keep pets on the premises without the written consent of the Landlord. Should pets be kept on the premises without consent the Tenant shall be in breach of this agreement and the lease shall be terminated forthwith. In any case the Tenant shall be responsible for the cleaning and fumigating of the premises by a commercial cleaning company approved by Oxygen Property Limited.

RIGHTS OF ENTRY

15. The Landlord may only enter the premises in an emergency or, with the Tenant's agreement, in the following circumstances;
- (a) After giving 24 hours notice in order to undertake routine maintenance or repairs, or
 - (b) After giving 48 hours notice in order to undertake inspections, or
 - (c) After notice to terminate the tenancy has been served by either the Landlord or the Tenant for the purpose of showing the premises to prospective tenants the Landlord may, with the prior consent of the Tenant enter the premises at any reasonable time.
16. Entry shall be between 8:00 am and 7:00 pm.
17. The Tenant's approval may not be unreasonably withheld.

NOTICE OF INTENTION TO SELL

18. If, at any time after the commencement of this tenancy, the Landlord puts the premises on the market for the purpose of sale or other disposition, the Landlord shall forthwith give written notice of that fact to the Tenants. For the purpose of showing the premises to prospective purchasers the Landlord may, with the prior consent of the Tenant (which shall not be unreasonably withheld) enter the premises at any reasonable time.

NOTICE TO TERMINATE

19. For any period that is subject to a Periodic Tenancy notice shall be given as follows:
- (a) The Landlord shall give 90 days notice unless the premises are needed for the Landlord's or an employee's use or, if the premises are sold, in which case 42 days notice will be given.
 - (b) The Tenant shall give 21 days notice for Periodic, (A Fixed Term Tenancy cannot be terminated by notice you need to contact your Property Manager)
 - (c). Notice shall be in writing.

IMMEDIATE TERMINATION

20. The Landlord may apply to the Tenancy Tribunal for a termination order where:
- (a) The rent is 21 days in arrears, or
 - (b) The Tenant has caused or threatened to cause substantial damage to the premises, or
 - (c) The Tenant has assaulted or threatened to assault, the Landlord, a member of the Landlord's family, the Manager, or a neighbour, or
 - (d) The Landlord has given the Tenant notice of not less than 10 working days to rectify a breach of the Tenancy Agreement and the Tenant has not complied with the notice.

DESTRUCTION OF PREMISES

21. (a) Should the premises be destroyed or seriously damaged so as to be fully uninhabitable, the rent shall abate accordingly and either party may give notice to the other terminating the tenancy. Where any such notice of termination is given the period of notice shall not be less than 7 days where it is given by the Landlord or not less than 2 days where given by the Tenant.
- (b) If the premises are damaged so as to be partially uninhabitable the rent shall abate accordingly and either party may apply to the Tribunal for an order terminating the tenancy. The Tribunal may make an order if satisfied it will be unreasonable to require the Landlord to reinstate the property or to require the tenancy to continue albeit at a reduced rent.

OUTSTANDING ARREARS OR DEBTS

22. The Tenant agrees to pay all costs and fees associated with the collection of any arrears or debt including the costs and fees associated with the collection of any arrears or debt including the costs of tracing the tenant if they have left no accurate forwarding address.

LOCKS

23. Locks shall not be changed without the consent of the other party.

DISPUTES

24. In the case of a dispute or breach of agreement the Tenant and/or the Landlord may approach Tenancy Services, Department of Building and Housing, for advice and mediation.

CHATTELS

25. Chattels are described in the Initial Inspection Report attached to the Tenancy Agreement.

SPECIAL CONDITIONS

26. Smoking is not permitted in these premises.
27. The tenant will not use portable Bottle fed gas heaters in the property.
28. Oxygen Property wishes to advise that the owners of your tenanted property are 'natural persons'. In the unlikely event that we are instructed to give you 42 days notice it will be because the owners want to re-occupy the property to use as their residence. It is company policy to require all our owners to instruct us in writing in every such case. In the event that you have not known until now, this information is to advise you that our clients are real people and any notice would be on their behalf.
- 29. Carpets to be professionally cleaned upon vacating the premises.**

Tenants Name:	Inspection Date:
Address:	

Property Inspection Report (this report is intended to help avoid disputes)

This should be used to record the condition of the property at the start of the tenancy. The landlord (L/L) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

Lounge	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			

Kitchen	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Cupboards			
Sinks / Benches			
Oven			
Refrigerator			

Dining	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			

Bathroom	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Mirror/ Cabinet			
Bath			
Shower			
Wash Basin			
Toilet (WC)			



Laundry	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Washing Machine			
Washing Tub			

Bedroom 1	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Wardrobes			

Bedroom 2	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Wardrobes			

Bedroom 3	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			
Floors / Floor Covering			
Windows			
Blind / Curtains			
Wardrobes			

Garage	Initial	Final	Damage/ Defects
Wall / Doors			
Lights / Power points			

Signed by Tenant: _____

Date: ____ / ____ / ____

Signed by Property Manager: _____

Date: ____ / ____ / ____