

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

## VENDOR:

Donald James Angus Logie and Catherine Logie

## PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement:

Yes/No

If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes:

Vendor Yes/No

If both parties answer "Yes", use of the PPA addendum for this agreement is recommended.

Purchaser/Purchaser's Nominee Yes/No

## PROPERTY

### Address:

77 Elgin Rd, Mornington, Dunedin City

Estate: FREEHOLD

LEASEHOLD

STRATUM IN FREEHOLD

STRATUM IN LEASEHOLD

CROSS-LEASE (FREEHOLD)

CROSS-LEASE (LEASEHOLD)

If none of the above are deleted, the estate being sold is the first option of freehold.

### Legal Description:

Area (more or less):

472m2

Lot/Flat/Unit:

Lot 1

DP:

Deposited Plan 6016

Record of Title (unique identifier):

OT320/130

Together with all buildings and improvements at present thereon

## PAYMENT OF PURCHASE PRICE

Purchase price: \$

~~Plus GST (if any)~~ OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 10% of the purchase price shall be paid to Public Trust O/A NZ Real Estate Trust upon this agreement becoming unconditional

### Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is:

OR

(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement:

12 % p.a.

## CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date:

OIA consent required (clause 9.6):

Yes/No

LIM required (clause 9.3):

Yes/No

OIA date (clause 9.8):

Building report required (clause 9.4):

Yes/No

Land Act consent required (clause 9.7):

Yes/No

Toxicology report required (clause 9.5):

Yes/No

Land Act date (clause 9.8):

## TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 19 July 2022

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# GENERAL TERMS OF SALE

## 1.0 Definitions, time for performance, notices and interpretation

### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (8) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (9) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (10) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (11) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (12) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (13) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (14) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (15) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (16) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (17) "LINZ" means Land Information New Zealand.
- (18) "Local authority" means a territorial authority or a regional council.
- (19) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (20) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (21) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (22) "Property" means the property described in this agreement.
- (23) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (24) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (25) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (26) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (27) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (28) "Rules" means body corporate operational rules under the Unit Titles Act.
- (29) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (30) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (31) "Settlement date" means the date specified as such in this agreement.
- (32) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (33) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (34) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (35) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.

- (36) "Unit title" means a unit title under the Unit Titles Act.
- (37) "Unit Titles Act" means the Unit Titles Act 2010.
- (38) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of clause 9.3(2) the 15th day of January) in the following year, both days inclusive;
  - (d) the day observed as the anniversary of any province in which the property is situated; and
  - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022.

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (b) on the party or on the party's lawyer:
    - (i) by personal delivery; or
    - (ii) by posting by ordinary mail; or
    - (iii) by email; or
    - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
  - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
  - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - (c) in the case of email:
    - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
    - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
    - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
  - (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
  - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

**2.0 Deposit**

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
- (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and
  - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and
  - (3) where the property is a unit title:
    - (a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act; and
    - (b) an additional disclosure statement under section 148 of the Unit Titles Act (if requested by the purchaser within the time prescribed in section 148(2)),have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act to postpone the settlement date until after the disclosure statements have been provided; or
  - (4) this agreement is:
    - (a) cancelled pursuant to clause 6.2(3)(c); or
    - (b) avoided pursuant to clause 9.10(5),
  - (5) where the property is a unit title and the purchaser, having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act, has cancelled this agreement pursuant to that section, or has elected not to cancel by giving notice to the vendor, or by completing settlement of the purchase.
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

**3.0 Possession and Settlement****Possession**

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

**Settlement**

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:

- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
- (2) the vendor's lawyer shall immediately thereafter:
  - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
  - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
  - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.

3.9 All obligations under clause 3.8 are interdependent.

3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:

- (1) the purchaser is ready, willing, and able to settle;
- (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
- (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### **Last-Minute Settlement**

3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:

- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
- (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### **Purchaser Default: Late Settlement**

3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:

- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
- (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
  - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
  - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
- (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

#### **Vendor Default: Late Settlement or Failure to Give Possession**

3.13 (1) For the purposes of this clause 3.13:

- (a) the default period means:
    - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
    - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
    - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
  - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and

- (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
  - (i) any withholding tax; and
  - (ii) any bank or legal administration fees and commission charges; and
  - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

#### Deferment of Settlement and Possession

- 3.14 If
  - (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
 then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If
  - (1) the property is a unit title;
  - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
  - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in clause 8.2(3),
 then the vendor may extend the settlement date:
  - (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
  - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

- 3.17 (1) Where
  - (a) the transfer of the property is to be registered against a new title yet to be issued; and
  - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
 then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
  - (i) the vendor has given the purchaser notice that a search copy is obtainable; or
  - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

### 4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
  - (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and

- (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
- (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
- (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
  - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
  - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
  - (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
  - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
  - (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
  - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
  - (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
  - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

## 5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
  - (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
    - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
    - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
  - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
  - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
  - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

## 6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
  - (a) the tenth working day after the date of this agreement; or
  - (b) the settlement date.

- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
  - (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
  - (b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
  - (c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- 6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
  - (a) in the case of a cross-lease title:
    - (i) alterations to the external dimensions of any leased structure; or
    - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
  - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be): then the purchaser may requisition the title under clause 6.2 requiring the vendor:
  - (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
  - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## 7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
  - (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
    - (a) from any local or government authority or other statutory body; or
    - (b) under the Resource Management Act 1991; or
    - (c) from any tenant of the property; or
    - (d) from any other party; or
  - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
  - (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).
  - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
  - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
  - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
  - (5) Where the vendor has done or caused or permitted to be done on the property any works:
    - (a) any permit, resource consent, or building consent required by law was obtained; and
    - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
    - (c) where appropriate, a code compliance certificate was issued for those works.
  - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
    - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
    - (b) the building has a current building warrant of fitness; and

- (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
  - (a) from any local or government authority or other statutory body; or
  - (b) under the Resource Management Act 1991; or
  - (c) from any tenant of the property; or
  - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
  - (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  - (2) the building has a current building warrant of fitness; and
  - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
  - (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
  - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
  - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
  - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

## 8.0 Unit title and cross-lease provisions

### Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 8.2 If the property is a unit title, the vendor warrants and undertakes as follows:
  - (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
  - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
  - (3) Not less than five working days before the settlement date, the vendor will provide:
    - (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
    - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
  - (4) There are no other amounts owing by the vendor under any provision of the Unit Titles Act.
  - (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
  - (6) No order or declaration has been made by any Court against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (7) The vendor has no knowledge or notice of any fact which might result in:
    - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
    - (b) any proceedings being instituted by or against the body corporate; or
    - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
  - (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
  - (10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
    - (a) the transfer of the whole or any part of the common property;
    - (b) the addition of any land to the common property;
    - (c) the cancellation of the unit plan;

- (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
- (e) any change to utility interest or ownership interest for any unit on the unit plan, which has not been disclosed in writing to the purchaser.

(11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.

8.3 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.2(3), then in addition to the purchaser's rights under sections 149 and 150 of the Unit Titles Act, the purchaser may:

- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
- (2) elect that settlement shall still take place on the settlement date.

8.4 If the property is a unit title, each party specifies that:

- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
- (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.

8.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Unit Titles Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

8.6 Unauthorised Structures – Cross-Leases and Unit Titles

- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
  - (a) in the case of a cross-lease title, any required lessors' consent; or
  - (b) in the case of a unit title, any required body corporate consent, the purchaser may demand within the period expiring on the earlier of:
    - (i) the tenth working day after the date of this agreement; or
    - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.

## 9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has identified that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date shown on the front page of this agreement.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 LIM condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
  - (a) that LIM is to be obtained by the purchaser at the purchaser's cost;
  - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
  - (c) this agreement is conditional upon the purchaser approving that LIM, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

**9.4 Building report condition**

- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

**9.5 Toxicology report condition**

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector using accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.

**9.6 OIA consent condition**

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date shown on the front page of this agreement on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.

**9.7** If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date shown on the front page of this agreement.

**9.8** If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.

**9.9 Resource Management Act condition**

- (1) If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

**9.10 Operation of conditions**

If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:

- (1) The condition shall be a condition subsequent.
- (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
- (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
- (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

**10.0 Claims for compensation**

- 10.1** If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.

- 10.2 The provisions of this clause apply if:
- (1) the purchaser (acting reasonably) claims a right to compensation for:
    - (a) a breach of any term of this agreement;
    - (b) a misrepresentation;
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
    - (d) an equitable set-off, or
  - (2) there is a dispute between the parties regarding any amounts payable:
    - (a) under clause 3.12 or clause 3.13; or
    - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
  - (2) the notice must:
    - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
    - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
  - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
  - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
  - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
    - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
    - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
  - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and

- (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by a person appointed under either clause 10.6 or clause 10.8, that person:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
  - (2) may make an order that one party must meet the reasonable legal costs of the other party.

### 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
  - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
    - (a) sue the purchaser for specific performance; or
    - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
      - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
      - (ii) sue the purchaser for damages.
  - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
  - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
    - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
    - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
    - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
  - (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or

- (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

## 12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
  - (1) the giving and taking of possession;
  - (2) settlement;
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

## 13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
  - (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
  - (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
  - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

## 14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
  - (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
 GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
  - (1) If any of the particulars stated by the purchaser in Schedule 1:
    - (a) are incomplete; or
    - (b) alter between the date of this agreement and settlement,
 the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
  - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
  - (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to “the property” shall be deemed to mean the remainder of the property excluding that part and the references to “the supply under this agreement” shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
  - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor’s demand until payment).

### 15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

### 16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an “independent trustee” and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee’s act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

### 17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

### 18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor’s agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser’s offer or counteroffer on the vendor’s behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent’s charges including GST in accordance with the executed agency agreement.

**19.0 Collection of Sales Information**

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to the Real Estate Institute of New Zealand Incorporated (REINZ).
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

**20.0 COVID-19 / Pandemic Provisions**

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
  - (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
    - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
    - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
  - (2) The settlement date will be the later of:
    - (a) the date that is 10 working days after all conditions are satisfied or waived; or
    - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
    - (c) the settlement date as stated elsewhere in this agreement.
  - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

## FURTHER TERMS OF SALE

### 21.0 DEPOSIT

The Vendor and Purchaser agree that the deposit payable under this Agreement will be lodged with Public Trust, to be held on behalf of the Vendor and the Purchaser. NZ Real Estate Trust is an independent third party trust account service provided by Safekiwi (New Zealand) Limited. Safekiwi (New Zealand) Limited acts as a stakeholder in respect of the deposits paid into NZ Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to Safekiwi (New Zealand) Limited. Terms of Use can be viewed at [www.realestatetrust.co.nz/termsfuse](http://www.realestatetrust.co.nz/termsfuse).



**SCHEDULE 1****(GST Information – see clause 14.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

<b>Section 1 Vendor</b>	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
<b>Section 2 Purchaser</b>	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
<b>If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)</b>	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
<b>If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.</b>	
<b>Section 3 Nominee</b>	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
<b>If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.</b>	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

**SCHEDULE 2****List all chattels included in the sale**

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

<b>Stove</b>	(x3)	<b>Rangehood</b>	(x3)	<del>Wall oven</del>	( )	<b>Cooktop</b>	( )
<b>Dishwasher</b>	(x1)	<del>Kitchen waste disposal</del>	( )	<b>Light fittings</b>	( )	<del>Smoke detectors</del>	( )
<del>Burglar alarm</del>	( )	<del>Heated towel rail</del>	( )	<b>Heat pump</b>	(x3)	<del>Garage door remote control</del>	( )
<b>Blinds</b>	( )	<b>Curtains</b>	( )	<b>Fixed floor coverings</b>	( )		

Drapes, 2 x Bathroom Heater

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

**SCHEDULE 3****Residential Tenancies****Name of Tenant(s):** As per attached schedule**Rent:****Term:****Bond:****Commercial/Industrial Tenancies**

(If necessary complete on a separate schedule)

**1. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:****2. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:****3. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:**

## WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
  - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
  - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

### PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

#### Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- (a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- (b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

#### WARNING *(This warning does not form part of this agreement)*

**Before signing**, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

Delete the options that do not apply

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

Delete the options that do not apply

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

Delete the options that do not apply

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

Delete the options that do not apply

\*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

*Signed for [full name of the donor] by his or her Attorney [attorney's signature].*

**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE****DATE:****VENDOR:**

Donald James Angus Logie and Catherine Logie

Contact Details: 150A Chapman Street  
Wakari  
Dunedin 9010  
Email: logies@xtra.co.nz  
Ph: 027 486 1444 - Don

**VENDOR'S LAWYERS:**

Firm:

Individual Acting:

Email:

Contact Details:

**Email address for service of notices** (clause 1.4):**PURCHASER:**

Contact Details:

**PURCHASER'S LAWYERS:**

Firm:

Individual Acting:

Email:

Contact Details:

**Email address for service of notices** (clause 1.4):

**SALE BY LICENSED REAL ESTATE AGENT:** The Property Specialists Limited  
One Agency The Property Specialists

Manager: Stephen Johnston

Salesperson: Shane Robinson

robinsons@oatps.nz (021 953 676)

Second Salesperson: Julie Robinson

robinsons@oatps.nz (021 453 676)

Contact Details: Ph: 03 474 0526  
info@oatps.nz  
PO Box 1238  
Dunedin 9054

**ONE AGENCY**  
THE PROPERTY SPECIALISTS

Licensed Real Estate Agent under Real Estate Agents Act 2008

**© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)**

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**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **OT320/130**

**Land Registration District** **Otago**

**Date Issued** 09 July 1946

**Prior References**

OT82/108

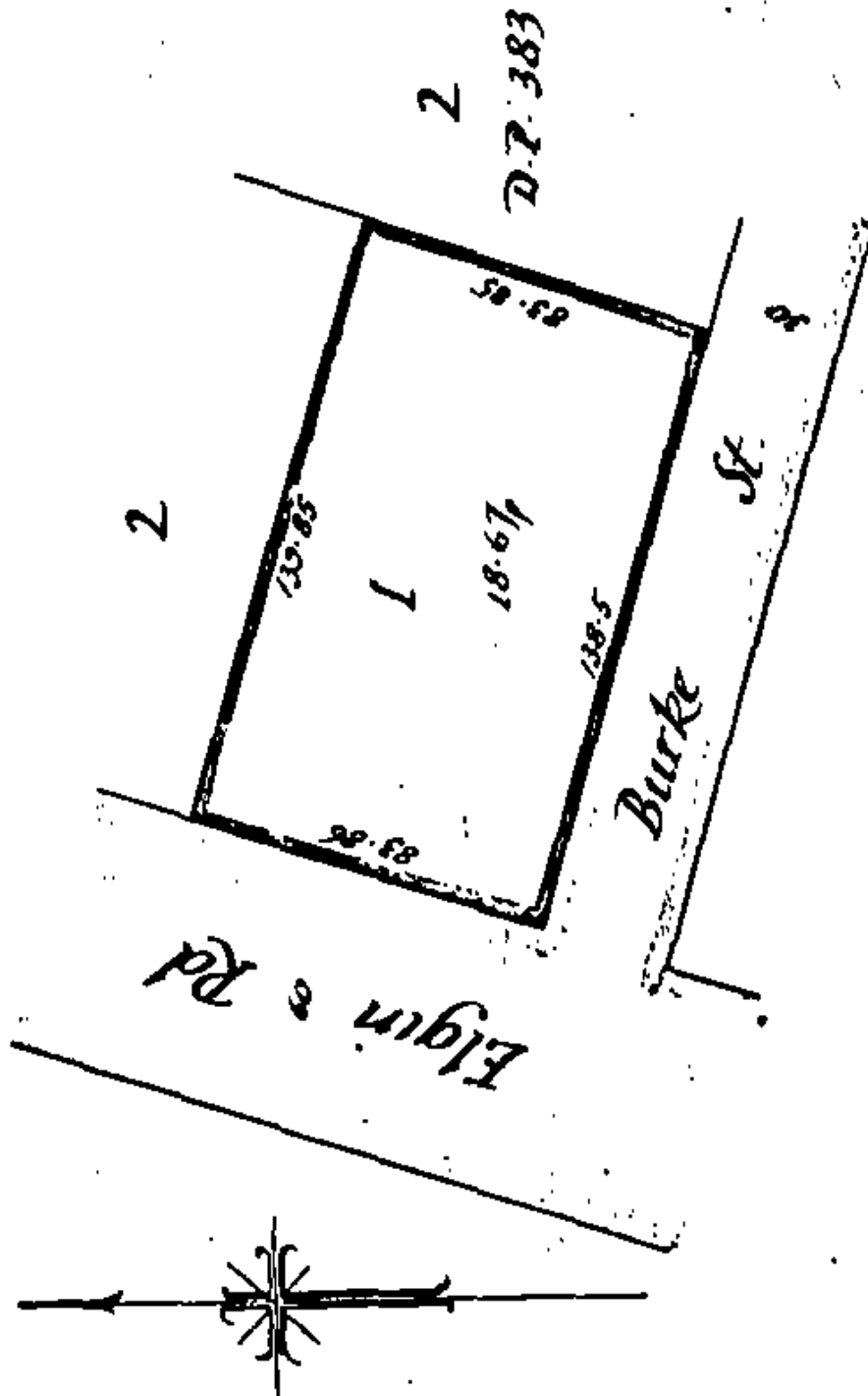
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**Estate** Fee Simple  
**Area** 472 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 6016  
**Registered Owners**  
Donald James Angus Logie and Catherine Logie

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**Interests**

10277869.3 Mortgage to ANZ Bank New Zealand Limited - 18.12.2015 at 2:11 pm



*Scale, 50 links to an inch*

## **77 ELGIN ROAD TENANCY DETAILS**

77 Elgin Road (upstairs right-hand side from the street front)

Tenant: Salendran and Rukmani Nair

Tenancy Commenced On: 1 March 2022

Type of Tenancy: Periodic

Rent: \$300 per week

Bond Amount: \$420, Bond Number 3175718-024

77A Elgin Road (upstairs left-hand side from the street front)

Tenant: Russell McLaren

Tenancy Commenced On: 1 March 2022

Type of Tenancy: Periodic

Rent: \$300 per week

Bond Amount: \$500, Bond Number 3162492-004

77B Elgin Road (downstairs)

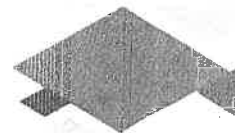
Tenant: Stella Fernandez

Tenancy Commenced On: 5 April 2022

Type of Tenancy: Periodic

Rent: \$400 per week

Bond Amount: \$800



# Residential Tenancy Agreement

## HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: [www.tenancy.govt.nz/healthy-homes/compliance-statement](http://www.tenancy.govt.nz/healthy-homes/compliance-statement)
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
18. Letting fees can't be charged to tenants.
19. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit [www.tenancy.govt.nz/disputes](http://www.tenancy.govt.nz/disputes) or call us for free information on 0800 836 262.



# Tenancy Services

## OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

**Tenants and landlords!** If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. Visit [www.tenancy.govt.nz/disputes/self-resolution](http://www.tenancy.govt.nz/disputes/self-resolution) or call us for free information on **0800 TENANCY (0800 836 262)**

### 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, email or facsimile.
- › 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 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.

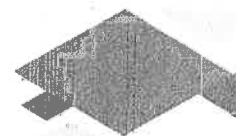
### 6. Tenant's responsibilities

- › 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, insulation 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 53B(1) (a) 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 [www.tenancy.govt.nz](http://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 [www.tenancy.govt.nz](http://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.

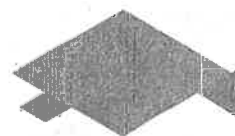
## 13. Insurance

- › 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

From 1 December 2020, landlords must include a statement in most new and renewed tenancy agreements, which includes details of the property's current level of compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

# Tenancy Services



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 entered into from 11 February 2021 and are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act for terminating a periodic tenancy with the same required notice period (see below) to end the tenancy on the fixed term expiry; or
- › the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy, of their intention to not continue with the tenancy; 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 28 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord. Landlords are no longer able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 63 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).

The landlord may give 90 days' notice in writing – and must state the reason for termination if:

- › the owner intends to put the premises on the market within 90 days after the termination date
- › the property has been sold with a requirement by the owner for vacant possession
- › the landlord is not the owner of the property, and the landlord's interest is due to end

- › the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement)
- › the landlord wants to change the use of the premises to a commercial use for at least 90 days
- › the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment at the property within 90 days of the termination date (or material steps taken) and it would not be reasonably practicable for the tenant to live there during that process
- › the premises are to be demolished within 90 days of the termination date (or material steps taken).

\*This is not an exhaustive list of ways a tenancy may be terminated.

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.

## 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 [www.tenancy.govt.nz](http://www.tenancy.govt.nz)

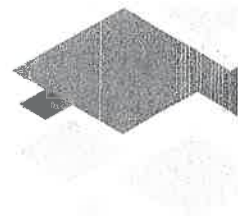
A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act, or if the property is an unlawful residential premises.

## 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.



## LANDLORD DETAILS

Name(s) Donald and Cathy Logie

This section must be filled in. It is important to give good contact details.

Physical address for service 150A Chapman St., Wakari, Dunedin.

Email This email address will be used as an address for services (strike out if not agreed)

logies@extra.co.nz

Phone (Mobile) 0274861444 (Hm) 034672888 (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

## TENANT DETAILS

Name(s) Salendran and Rukmani Nair

Identification ☐ Driver's Licence ☐ Passport ☐ Other Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service 77 Elgin Rd, Mornington, Dunedin.

Email (This email will be used as an address for service (strike out if not agreed))

Phone (Mobile) 0276635444 (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☒ No

## TENANCY DETAILS

Address of tenancy 77 Elgin Rd, Mornington, Dunedin

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ 300 To be paid ☒ in advance Frequency (tick one) ☐ weekly ☐ fortnightly

Bond amount \$ 420 already lodged Tenancy Services Bond No 3175718-024

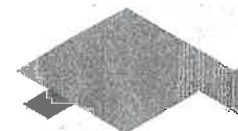
Rent to be paid at

Or into Bank Account No. 06 0909 0235813 00

Account name DJA Logie

Bank ANZ Branch George St., Dunedin

# Tenancy Services



## The landlord and tenant agree that:

1. The tenancy shall commence on the 1st day of March 2022.

### 2. Strike out one option:

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

OR

This tenancy is for a fixed term, ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NB: Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- › a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act 1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
- › a tenant gives written notice of their intention not to continue with the tenancy at least 28 days before the expiry; or
- › before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit [www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/](http://www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/) for more information.

### 3. Strike out the bold wording below if it is not applicable

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent**.

Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

### 4. Insert other terms of this tenancy (eg. pets, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

No Pets, please keep lawn area tidy by clothesline and weed the area around clothesline and parking area.

## SIGNATURES

**Do not sign this agreement unless you understand and agree with everything in it**

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on pages 2, 3 and 4 of this agreement.

Signed by

Debie  
LANDLORD

Date signed

22/2/2022

Signed by

S. Paul  
TENANT

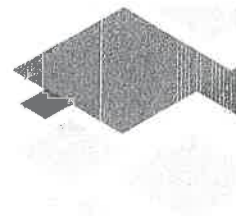
Date signed

22-2-2022

Signed by

TENANT

Date signed



## INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

### Law changes relating to insurance and damage

- › Landlords are required to 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. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- › If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- › They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- › 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.

### Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

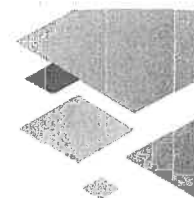
☒ Yes ☐ No

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

Name/type of policy	Insurer	Excess amount
1. Home & Contents Insurance	State	\$ 400
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.



# Healthy Homes Standards – current level of compliance

This healthy homes compliance statement is for landlords who can attach it to their own tenancy agreement.

From 1 December 2020, this statement must be included in most new or renewed tenancy agreements. It isn't required if the tenancy is for a fixed term, when the fixed term tenancy ends before the relevant healthy homes compliance date.

**NOTE, YOU DO HOWEVER NEED TO COMPLETE THE INSULATION STATEMENT.**

The information that landlords must include is required by the **Residential Tenancies (Healthy Homes Standards) Regulations 2019**.

Landlords must either complete this form or attach a signed statement that contains the same information.

**■ Address of tenancy:**

If properly completed this form meets the requirements for the landlord to provide a written signed statement containing certain information as required under sections 13A(1A), 13A(1C) and 13A(1CA) or 13A(1CB) of the Act. If you have the information, you must include it in this statement. If the information does not exist yet or otherwise cannot be provided by the landlord, and this statement is completed before the healthy homes compliance date for the tenancy, the landlord can state in the sections provided on this statement that compliance isn't required until the healthy homes compliance date.

**Information on when you need to comply with healthy homes requirements can be found at:**  
**[tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes](https://tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes)**

Completing this form does not negate the requirement since 1 July 2019 to include a statement in new, renewed or varied tenancy agreements that confirms landlords will or already do comply with the healthy homes standards as required by either section 45(1)(bb) – residential tenancies, or section 66(1)(bb) – boarding house tenancies, of the Residential Tenancies Act 1986 (the Act).<sup>1</sup> It is necessary to provide both, separately signed, statements.<sup>2</sup>  
Strike out one option

I/we, \_\_\_\_\_ (name of the landlord(s))  
**will comply** with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

I/we, \_\_\_\_\_ (name of the landlord(s))  
**already comply** with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

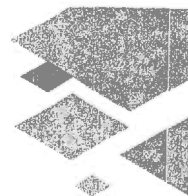


**The healthy homes compliance date for this tenancy is:**

D	D	M	M	Y	Y	Y	Y
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<sup>1</sup> [www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html](https://www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html)

<sup>2</sup> See [tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/](https://tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/) for information on required statements for tenancy agreements.



## General exemptions

In some situations your tenancy may be exempt from complying with all or parts of the healthy homes standards<sup>3</sup>.

If one of the general exemptions below applies to your tenancy, state here and include a brief description of why this exemption applies. If an exemption applies across all the standards, you do not need to complete the sections that relate to each standard.

- › ☐ The tenant is the immediate former owner of the property and the tenancy started immediately after the landlord acquired the property from the tenant. *This exemption will only apply for 12 months from the tenancy start date.*

Include a brief description of the circumstances giving rise to this exemption:

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- › ☐ The landlord intends to demolish or substantially rebuild the rental property and has applied for or has been granted the relevant resource or building consent. *This exemption will last for up to 12 months from the healthy homes compliance date. This exemption will cease if the application for consent is refused (unless challenged) or the consent(s) lapses or is terminated. This exemption will cease to apply if you receive a request to provide evidence that you have applied for the relevant consent(s) and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

Include a brief description of the circumstances giving rise to this exemption:

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<sup>3</sup> For more information on the general exemptions, visit [tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/](https://tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/)

## Heating standard

For more information on all aspects of the heating standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/heating-standard](https://tenancy.govt.nz/healthy-homes/heating-standard).

### ■ Heating standard exemptions

Select one box from three options provided in question 1 about heating standard exemptions, then complete questions 2 to 4 about compliance with the heating standard.

1. ☐ **No heating exemption applies** (continue to question 2)

**Heating exemption:** is the property exempt from meeting the heating standard?

- ☐ Yes, the main living room is exempt from the requirement to have qualifying heaters and I am relying on the following exemption<sup>4</sup>:

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Give a brief description of the circumstances giving rise to this exemption.

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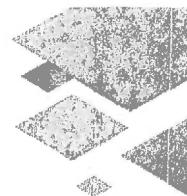


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<sup>4</sup> There are two specific exemptions to the heating standard. More information on these is in the heating standard guidance document at [www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf](https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf)



- ☐ **Partial exemption:** the rental property is part of a building and the landlord doesn't own the whole building. Provide specific information below on how this exemption applies to your property. If this exemption applies you still need to complete the rest of this statement. Landlords will still need to take all reasonable steps to ensure the property complies with the healthy homes standards to the greatest extent reasonably practicable.

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## EXAMPLES

*Partial exemption from the heating standard as the building Body Corporate rules do not allow the installation of a heat pump on external walls as these are part of the common property. There is no mains gas to install a flued gas heater and woodburners can't be installed.*

2. Required heating capacity for the main living room of the rental property:   kW

You must calculate the required heating capacity for your rental property using one of the following three methods:

1. the Heating Assessment Tool at [tenancy.govt.nz/heating-tool](http://tenancy.govt.nz/heating-tool)
  2. the formula contained in Schedule 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019<sup>5</sup>
  3. by hiring an experienced heating installer to calculate the requirements using one of the above two methods.
3. The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

Type of and heating capacity of each installed, qualifying heater:

kW	kW	kW
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4. Does the 'tolerance' or 'top up'<sup>6</sup> allowance for existing heaters apply?

☐ No

☐ Yes If yes, include a brief description on why it applies:

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## EXAMPLES

- Required heating capacity is 4.5kW and existing heat pump (installed prior to 1 July 2019) has capacity of 3.3kW. A 1.5kW fixed electric heater with a thermostat to top up to the required amount has been installed.
- Existing (installed before 1 July 2019) woodburner capacity is 13.3kW. This is 92% of the required heating capacity of 14.5kW.

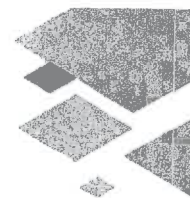
<sup>5</sup> [www.legislation.govt.nz/regulation/public/2019](http://www.legislation.govt.nz/regulation/public/2019)

<sup>6</sup> For an explanation of these allowances, visit: [www.tenancy.govt.nz/healthy-homes/heating-standard/](http://www.tenancy.govt.nz/healthy-homes/heating-standard/)

☐ Select if applicable

Some details regarding compliance with the heating standard for this tenancy have not been provided. This is because the required information for the heating standard under regulation 34 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the heating standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.



## Insulation standard

For more information on all aspects of the insulation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/insulation-standard](https://tenancy.govt.nz/healthy-homes/insulation-standard).

This section combines the requirements of the insulation statement (section 13A(1A) of the Residential Tenancies Act 1986) and healthy homes insulation information requirements (regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019) into one statement. If you complete this section you do not need to complete a separate insulation statement, which has been required in new tenancy agreements since 1 July 2016. The insulation statement requires landlords to take all reasonable steps to find information relating to the location, type and condition of their current insulation. If any information below is already provided as part of a separate insulation statement in the tenancy agreement, it does not need to be included again in this section. However, it may be preferred to include all information on this form for ease and clarity of record-keeping.

Ceiling and underfloor insulation has been compulsory in all rental properties since 1 July 2019, unless an exemption applies. Ceiling insulation and underfloor insulation for suspended floors is required in all areas of the premises, unless these are areas:

- that are not a domestic living space
- of the ceiling that have a domestic living space directly above
- of suspended floors that have a domestic living space directly below.

### ■ Ceiling Insulation

1. Does the ceiling insulation above all domestic living spaces meet the requirements of the insulation standard? Complete one of sections (a), (b) or (c) for this question.

- ☒ (A) YES – ENTIRE PREMISES

- R-value of ceiling insulation when it was installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

- ☒ I don't know the R-value

- If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

100mm

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following four fields must be completed:

- Date insulation was installed (if known, or write 'Unknown')

pre 2015

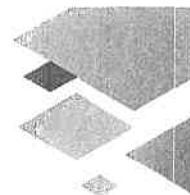
- Date insulation was last inspected (if known, or write 'Unknown')

22/2/2022

- Type of insulation (eg segments, loose-fill, blanket)

Segment

- ☒ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)



› ☐ (B) YES – SOME AREAS OF THE PREMISES

- Specify which areas of the premises have ceiling insulation

- R-value of insulated areas when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

☐ I don't know the R-value

- If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following five fields must be completed:

- Date insulation was installed (if known, or write 'Unknown')

- Date insulation was last inspected (if known, or write 'Unknown')

- Type of insulation (eg segments, loose-fill, blanket)

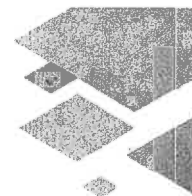
- ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- Specify all areas of domestic living spaces in the premises that don't have ceiling insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.


## EXAMPLE

*Bedroom 4 was an extension to the original property and has a skillion ceiling with no roof space to install insulation.*



› ☐ (C) NO – NONE OF THE PREMISES

► Does the premises meet the R-value exemption for ceiling insulation installed before 1 July 2016?

*If this exemption applies it means the insulation does not need to meet the R-value required under the healthy homes insulation standard. This exemption applies if:*

- a) there is ceiling insulation that covers the ceiling at the premises; and*
- b) the insulation was installed before 1 July 2016; and*
- c) immediately before the healthy homes compliance date, the landlord met the insulation requirements already in force; and*
- d) the minimum thickness of the insulation material is at least 120 mm.*

☐ Yes

If yes, please provide a brief description of the circumstances giving rise to this exemption:

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☐ No

If no, specify the reason why the ceiling isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies.

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## EXAMPLE

*Installation is not reasonably practicable because the property has a skillion roof throughout and there is not enough space for a professional installer to access the areas to install insulation.*

If ceiling insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any). **Note:** cutting an access hatch doesn't count as substantial building work.

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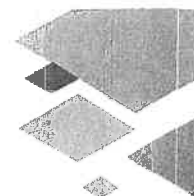
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## EXAMPLE

*Insulation information is not provided in the council building file. The ceiling space is also inaccessible and substantial building work would be required to gain access. Specifically, in order to access the ceiling space, the roof would need to be lifted. The landlord confirms that all reasonable steps have been taken to find this information.*



## ■ Underfloor Insulation

2. Does the property meet the partial exemption for certain thermal underfloor insulation? *This partial exemption means that installed insulation doesn't need to be a minimum R-value of 1.3 or have been installed in accordance with NZS 4246:2016 to be qualifying underfloor insulation. The insulation must still be in reasonable condition. This exemption will cease to apply if you receive a request to provide reasonable evidence of the compliance document and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

*This partial exemption applies if:*

- a) there is underfloor insulation; and
- b) when the insulation was installed, there were requirements relating to thermal insulation that applied to the premises (under an enactment or bylaw); and
- c) the landlord has a compliance document showing that when the insulation was installed, the premises met these requirements.

☐ No (continue to question 3)

☐ Yes (provide details below then continue to question 3)

If yes, please provide a brief description of the circumstances giving rise to this exemption:

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### EXAMPLE

*Foil insulation is installed in the subfloor and I have the appropriate compliance documents.*



### NOTE

The Building Act 2004 prohibits the installation and/or repair of foil insulation in residential buildings with existing electrical installations. Anyone doing so may be liable to a fine of up to \$200,000. Existing foil insulation that is in reasonable condition will only meet the healthy homes standards if it meets the criteria for an R-value partial exemption<sup>7</sup>. In many cases, existing foil insulation will not meet the healthy homes insulation standard.

3. Does the underfloor insulation meet the requirements of the insulation standard?<sup>8</sup>

Complete one of sections (a), (b) or (c) for this question.

➤ ☐ (A) YES – ENTIRE PREMISES

➤ R-value of underfloor insulation when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

➤ Type of insulation (eg segments, polystyrene, foil, blanket)

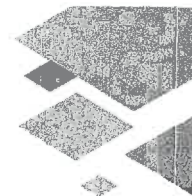
➤ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

➤ Date insulation was installed (if known, or write 'Unknown')

➤ Date insulation was last inspected (if known, or write 'Unknown')

<sup>7</sup> See the Insulation guidance document at [tenancy.govt.nz/healthy-homes/insulation-standard](http://tenancy.govt.nz/healthy-homes/insulation-standard)

<sup>8</sup> This question does not need to be completed where the partial exemption for certain underfloor insulation applies (question 2 of this section)



› ☐ (B) YES – SOME AREAS OF THE PREMISES

➤ Specify which areas of the premises have underfloor insulation

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➤ R-value of underfloor insulation in those areas when installed

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➤ Type(s) of insulation (eg segments, loose-fill, blanket, foil)

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➤ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

➤ Date insulation was installed (if known, or write 'Unknown')

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➤ Date insulation was last inspected (if known, or write 'Unknown')

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➤ Specify all areas of domestic living spaces with suspended floors in the premises that **don't** have underfloor insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

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## EXAMPLE

*It is not reasonably practicable for a professional to install underfloor insulation in some areas due to the slope of the land, as there is not enough space under the kitchen (including part of the hallway outside the kitchen) and bedroom 3 for a professional to access the area to install insulation.*

› ☒ (C) NO – NONE OF THE PREMISES

➤ Specify the reason(s) why the underfloor area isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies<sup>9</sup>.

*No access to sub-space  
as property is on second floor  
of a 2 storey building.*

## EXAMPLE

*The property is built on a concrete slab, therefore there is no suspended floor area in which to install insulation.*

➤ If underfloor insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any).

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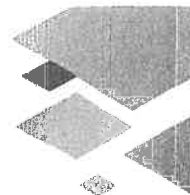


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## EXAMPLE

*Insulation information is not available in the council building file. The underfloor space is also too narrow for a professional assessor to gain access and provide an assessment. The landlord confirms that all reasonable steps have been taken to find this information. Note: cutting an access hatch doesn't count as substantial building work.*

<sup>9</sup> See [tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exemptions](http://tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exemptions) for examples of access exceptions that may apply.



## ■ Wall insulation

4. Do the walls of the premises have insulation? Complete one of sections (a), (b), (c) or (d) for this question.

Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

› ☐ (A) YES – ENTIRE PREMISES

➤ Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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› ☐ (B) YES – SOME AREAS OF THE PREMISES

➤ Specify which areas of the premises have wall insulation

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Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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› ☒ (C) NONE OF THE PREMISES

› ☐ (D) I DON'T KNOW

➤ If you don't know if there is wall insulation in any, or in some walls, explain why not and include confirmation that you have taken all reasonable steps to find the information.

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☐ Select if applicable

For all parts where details have not been provided (except information required about the location, type and condition of insulation in connection with any ceiling, underfloor or walls, or reasons for any general or specific exemptions provided in a separate insulation statement), the required information for the insulation standard under regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the insulation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

☐ Select if applicable

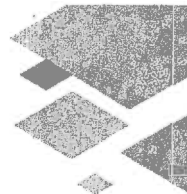
If information about the location, type and condition of any insulation has not been provided in a separately signed insulation statement, this information must be provided as part of the healthy homes standards compliance statement, unless despite making all reasonable efforts the landlord has been unable to obtain some of this information. The landlord must specify what information he or she has been unable to obtain in relation to the location, type and condition of any ceiling, underfloor or wall insulation, why they have not been able to obtain this information, and confirm that all reasonable efforts have been made to obtain the information.

**Please note:** Qualifying ceiling and underfloor insulation is now compulsory, unless an exemption applies, and must be in a reasonable condition. Landlords in most cases should be able to provide this information.

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## Ventilation standard

For more information on all aspects of the ventilation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/ventilation-standard](https://tenancy.govt.nz/healthy-homes/ventilation-standard).

1. Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below? Complete one of sections (a) or (b) for this question.



### NOTE

Openable windows, doors or skylights need to be able to be fixed in the open position. The combined area of openable windows, doors or skylights must be at least 5% of the floor area<sup>10</sup> of each room. Habitable spaces are all living rooms, dining rooms, bedrooms and kitchens (ie spaces where people spend most of their time at home).

- ☒ (A) YES – ALL HABITABLE SPACES
- ☐ (B) YES – SOME HABITABLE SPACES
  - State which rooms meet the requirement

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State which rooms don't meet the requirement

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- For each room that doesn't meet the requirement, briefly state how the specific exemption<sup>11</sup> applies.

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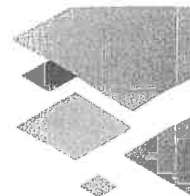
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### EXAMPLE

*The apartment does not have openable windows. However, the rooms in the apartment can be ventilated by mechanical ventilation, which was lawful at the time the apartment was built. The mechanical ventilation continues to meet the requirements of the building consent.*

<sup>10</sup> For information on how to calculate this, see the ventilation guidance document at [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)

<sup>11</sup> A room does not need to meet the requirements for openable windows (including skylights) and external doors if it was lawful at the time it was built or converted into a habitable space. If having fewer openable windows or doors was only lawful because the room met alternative ventilation requirements, then those requirements must still be met to qualify for this exemption. For more information, see section 1.3.4 in the building code compliance document for ventilation at [building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf](https://building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf)



2. Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

☒ (A) YES – ALL ROOMS

State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard<sup>12</sup>. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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☐ (B) YES – SOME ROOMS

State the diameter or exhaust capacity of each extractor fan and which room it is located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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State which rooms don't have extractor fans installed and provide brief information about why each room is exempt<sup>13</sup>:

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## EXAMPLE

The rental property is on the third floor of a five floor building. A licensed electrician has advised that installing an extractor fan in the kitchen is not reasonably practicable. The room was lawful when built as it met the Building Code ventilation requirements for kitchens at the time by providing windows with a combined net-openable area of no less than 5% of the kitchen floor area. These openable windows are still present and functional.

☐ (C) NOT INSTALLED IN ANY ROOMS

Provide brief information about why each room is exempt:

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## EXAMPLE

The rental property is on the third floor of a five floor building. There is one kitchen and one bathroom. A licensed electrician has advised that installing extractor fans in both the kitchen and bathroom is not reasonably practicable. The rooms were lawful when built as they met the Building Code ventilation requirements for kitchens and bathrooms at the time by providing windows with a combined net-openable area of no less than 5% of the floor area of each respective room. These openable windows are still present and functional.

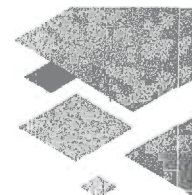
☐ Select if applicable

For all parts where details have not been provided, the required information for the ventilation standard under regulation 36 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the ventilation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

<sup>12</sup> Information on performance requirements for extractor fans is available at [tenancy.govt.nz/healthy-homes/ventilation-standard/](https://tenancy.govt.nz/healthy-homes/ventilation-standard/)

<sup>13</sup> There are a number of criteria which must all be met to meet this exemption. Details are available in the guidance document: [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)



## Moisture ingress and drainage standard

For more information on all aspects of the moisture ingress and drainage standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/](https://tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/)

1. Does the property have gutters and downpipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall? *An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.*

☒ Yes



### NOTE

It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces?

*The subfloor is considered to be enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter.<sup>14</sup>*

☐ Yes (continue to question 3)

☒ No (continue overleaf to next section on draught stopping standard)

3. If the property has an enclosed subfloor, has a ground moisture barrier been installed that meets the requirements of the standard?

☐ Yes

☐ No

Briefly specify the reason why there is no moisture barrier.

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### EXAMPLE

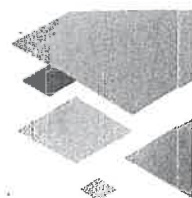
*There is limited space under the house or part of the house and I have received confirmation from a professional installer that it is not reasonably practicable to install a ground moisture barrier.*

☐ Select if applicable

For all parts where details have not been provided, the required information for the moisture ingress and drainage standard under regulation 38 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the moisture ingress and drainage standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** if you have this information or it exists and you can obtain it, you must provide it.

<sup>14</sup> See the guidance document [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf) for further information on determining whether a subfloor area is enclosed.



## Draught stopping standard

For more information on all aspects of the draught stopping standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/draught/](https://tenancy.govt.nz/healthy-homes/draught/)

1. Does your property have any open fireplaces?

- ☒ No  
☐ Yes

If yes, have they been blocked off or do you hold written agreement from the tenant not to block them off? Specify whether they have been blocked off, or are available for use at the tenant's request:

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*For an open fire to meet the requirements of the draught stopping standard the fireplace and the chimney must be in good working order and free from any gaps or holes that allow draughts to enter in and out of the property, unless these are necessary for the safe and efficient operation of the fireplace. Use of the fireplace must be agreed by both landlord and tenant in writing.*

2. Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building? Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

- ☒ Yes  
☐ No (explain why some gaps or holes that allow noticeable draughts are not blocked).

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*To meet the requirements of the draught stopping standard the property must be free from unintentional and unreasonable gaps or holes that allow noticeable draughts in and out of the property. A common sense approach should be taken to assessing whether a draught is noticeable. The age and condition of the property must not be taken into account when assessing if a gap or hole is unreasonable.*

Refer to the draught stopping guidance document<sup>15</sup> when determining if a draught is unreasonable.

- ☐ Select if applicable

For all parts where details have not been provided, the required information for the draught stopping standard under regulation 37 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the draught stopping standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** if you have this information or it exists and you can obtain it, you must provide it.

## Landlord Statement

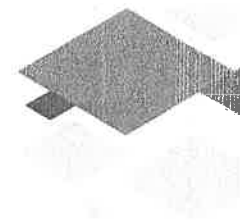
I/we, Donald Logie (name of landlord(s))

declare that the information contained in this statement is true and correct as at the date of signing.

Signed by Shogie LANDLORD(S)

Date signed 23.04.2022

<sup>15</sup> [tenancy.govt.nz/healthy-homes/draught](https://tenancy.govt.nz/healthy-homes/draught/)



## 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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

ROOM AND ITEM		CONDITION ACCEPTABLE?		DAMAGE/DEFECTS
		LANDLORD	TENANTS	
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
	Refrigerator			
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
LAUNDRY	Washing machine			
	Wash tub			
	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 1	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 2	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 3	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			

# Tenancy Services



BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			

## Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

**Landlord - please confirm you have met at least these minimum legal requirements before you rent the premises:**

- ☒ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☒ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☒ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☒ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☒ All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to [www.tenancy.govt.nz/smoke-alarms](http://www.tenancy.govt.nz/smoke-alarms)

## List of furniture and chattels

Provided by the landlord

New Fridge, Oven, Washing machine, sofa, carpets & blinds, Heatpump.

## Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by

LANDLORD

23/2/2022  
Date signed

Signed by

TENANT

23-2-2022  
Date signed

## Rent and Bond Receipt

Initial rent payment

\$

Bond

\$

Total

\$

To (name)

Date paid

Signed as received

## Water Meter Reading

For use if charging for water

At start of tenancy

Could you please  
sign Russell.

I need to see you tomorrow afternoon.  
Thanks, Donald

**Tenancy Services**

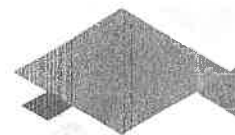
Russell McLaren  
77A Elgin Rd.



# Residential Tenancy Agreement

## HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: [www.tenancy.govt.nz/healthy-homes/compliance-statement](http://www.tenancy.govt.nz/healthy-homes/compliance-statement)
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
18. Letting fees can't be charged to tenants.
19. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit [www.tenancy.govt.nz/disputes](http://www.tenancy.govt.nz/disputes) or call us for free information on 0800 836 262.



## OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

**Tenants and landlords!** If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. Visit [www.tenancy.govt.nz/disputes/self-resolution](http://www.tenancy.govt.nz/disputes/self-resolution) or call us for free information on 0800 TENANCY (0800 836 262)

### 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, email or facsimile.
- › 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 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.

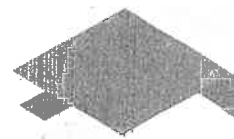
### 6. Tenant's responsibilities

- › 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, insulation 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 53B(1) (a) 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 [www.tenancy.govt.nz](http://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 [www.tenancy.govt.nz](http://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

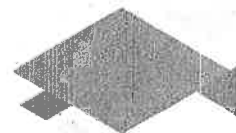
- › Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- › Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must 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

From 1 December 2020, landlords must include a statement in most new and renewed tenancy agreements, which includes details of the property's current level of 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 entered into from 11 February 2021 and are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act for terminating a periodic tenancy with the same required notice period (see below) to end the tenancy on the fixed term expiry; or
- › the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy, of their intention to not continue with the tenancy; 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 28 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are no longer able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 63 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).

The landlord may give 90 days' notice in writing – and must state the reason for termination if:

- › the owner intends to put the premises on the market within 90 days after the termination date
- › the property has been sold with a requirement by the owner for vacant possession
- › the landlord is not the owner of the property, and the landlord's interest is due to end

- › the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement)
- › the landlord wants to change the use of the premises to a commercial use for at least 90 days
- › the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment at the property within 90 days of the termination date (or material steps taken) and it would not be reasonably practicable for the tenant to live there during that process
- › the premises are to be demolished within 90 days of the termination date (or material steps taken).

\*This is not an exhaustive list of ways a tenancy may be terminated.

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.

## 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 [www.tenancy.govt.nz](http://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

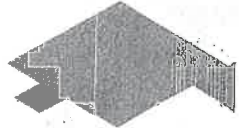
If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

## 18. Unit Title Property

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



# Tenancy Services



## LANDLORD DETAILS

Name(s) Russell Donald and Cathy Logie

This section must be filled in. It is important to give good contact details.

Physical address for service 150A Chapman St, Wakari, Dunedin.

Email This email address will be used as an address for services (strike out if not agreed)

logies@extra.co.nz

Phone (Mobile) 0274861444 (Hm) 03 4672888 (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

## TENANT DETAILS

Name(s) Russell P. McLaren

Identification ☒ Driver's licence ☐ Passport ☐ Other Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service 77A Elgin Rd, Mornington, Dunedin

Email (This email will be used as an address for service (strike out if not agreed))

N/A

Phone N/A (Mobile) (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☒ No

## TENANCY DETAILS

Address of tenancy 77A Elgin Rd, Mornington, Dunedin

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ 300 To be paid ☒ in advance Frequency (tick one) ☐ weekly ☐ fortnightly

Bond amount \$ 500 already paid with Tenancy Services. Bond ID: 3162492-004

Rent to be paid at

Or Into Bank Account No. 06 0909 0235813 000

Account name Donald Logie

Bank ANZ Branch George St, Dunedin.

# Tenancy Services



## The landlord and tenant agree that:

1. The tenancy shall commence on the 1st day of April ~~March~~ 20 22.

### 2. Strike out one option:

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

OR

~~This tenancy is for a fixed term, ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.~~

NB: Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- › a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act 1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
- › a tenant gives written notice of their intention not to continue with the tenancy at least 28 days before the expiry; or
- › before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit [www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/](http://www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/) for more information.

### 3. Strike out the bold wording below if it is not applicable

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent.**

Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

### 4. Insert other terms of this tenancy (eg. pets, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

Please ~~weed~~ keep tidy and weed area by parking and by ~~weeds~~ clothes line.

## SIGNATURES

Do not sign this agreement unless you understand and agree with everything in it

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on pages 2, 3 and 4 of this agreement.

Signed by

Dhogie  
LANDLORD

Date signed

24/2/2022

Signed by

R. M. L. L. L.  
TENANT

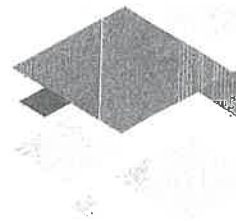
Date signed

24/2/2022

Signed by

TENANT

Date signed



## INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

### Law changes relating to insurance and damage

- › Landlords are required to 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. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- › If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- › They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- › 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.

### Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

☒ Yes ☐ No

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

Name/type of policy	Insurer	Excess amount
1. Comprehensive Home Insurance	State	\$ 400
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.

## 1

**Landlords must either complete this form or attach a signed statement that contains the same information.**

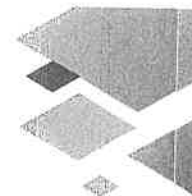
\_\_\_\_\_

**Information on when you need to comply with healthy homes requirements can be found at:**  
**[tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes](https://tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes)**

I/we, \_\_\_\_\_ (name of the landlord(s))  
**already comply** with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

0 0 M M Y Y Y Y

8



## General exemptions

In some situations your tenancy may be exempt from complying with all or parts of the healthy homes standards<sup>3</sup>.

If one of the general exemptions below applies to your tenancy, state here and include a brief description of why this exemption applies. If an exemption applies across all the standards, you do not need to complete the sections that relate to each standard.

- › ☐ The tenant is the immediate former owner of the property and the tenancy started immediately after the landlord acquired the property from the tenant. *This exemption will only apply for 12 months from the tenancy start date.*

Include a brief description of the circumstances giving rise to this exemption:

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- › ☐ The landlord intends to demolish or substantially rebuild the rental property and has applied for or has been granted the relevant resource or building consent. *This exemption will last for up to 12 months from the healthy homes compliance date. This exemption will cease if the application for consent is refused (unless challenged) or the consent(s) lapses or is terminated. This exemption will cease to apply if you receive a request to provide evidence that you have applied for the relevant consent(s) and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

Include a brief description of the circumstances giving rise to this exemption:

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<sup>3</sup> For more information on the general exemptions, visit [tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/](https://tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/)

## Heating standard

For more information on all aspects of the heating standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/heating-standard](https://tenancy.govt.nz/healthy-homes/heating-standard).

### ■ Heating standard exemptions

Select one box from three options provided in question 1 about heating standard exemptions, then complete questions 2 to 4 about compliance with the heating standard.

1. ☐ No heating exemption applies (continue to question 2)

Heating exemption: is the property exempt from meeting the heating standard?

- ☐ Yes, the main living room is exempt from the requirement to have qualifying heaters and I am relying on the following exemption<sup>4</sup>:

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Give a brief description of the circumstances giving rise to this exemption.

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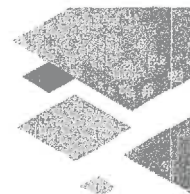


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<sup>4</sup> There are two specific exemptions to the heating standard. More information on these is in the heating standard guidance document at [www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf](https://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf)



- ☐ **Partial exemption:** the rental property is part of a building and the landlord doesn't own the whole building. Provide specific information below on how this exemption applies to your property. If this exemption applies you still need to complete the rest of this statement. Landlords will still need to take all reasonable steps to ensure the property complies with the healthy homes standards to the greatest extent reasonably practicable.

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## EXAMPLES

*Partial exemption from the heating standard as the building Body Corporate rules do not allow the installation of a heat pump on external walls as these are part of the common property. There is no mains gas to install a flued gas heater and woodburners can't be installed.*

2. Required heating capacity for the main living room of the rental property:   kW

You must calculate the required heating capacity for your rental property using one of the following three methods:

1. the Heating Assessment Tool at [tenancy.govt.nz/heating-tool](http://tenancy.govt.nz/heating-tool)
  2. the formula contained in **Schedule 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019**<sup>5</sup>
  3. by hiring an experienced heating installer to calculate the requirements using one of the above two methods.
3. The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

Type of and heating capacity of each installed, qualifying heater:

Heatpump	3	kW		kW		kW
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4. Does the 'tolerance' or 'top up'<sup>6</sup> allowance for existing heaters apply?

- ☐ No
- ☐ Yes If yes, include a brief description on why it applies:

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## EXAMPLES

- › Required heating capacity is 4.5kW and existing heat pump (installed prior to 1 July 2019) has capacity of 3.3kW. A 1.5kW fixed electric heater with a thermostat to top up to the required amount has been installed.
- › Existing (installed before 1 July 2019) woodburner capacity is 13.3kW. This is 92% of the required heating capacity of 14.5kW.

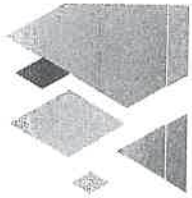
<sup>5</sup> [www.legislation.govt.nz/regulation/public/2019](http://www.legislation.govt.nz/regulation/public/2019)

<sup>6</sup> For an explanation of these allowances, visit: [www.tenancy.govt.nz/healthy-homes/heating-standard/](http://www.tenancy.govt.nz/healthy-homes/heating-standard/)

- ☐ **Select if applicable**

Some details regarding compliance with the heating standard for this tenancy have not been provided. This is because the required information for the heating standard under regulation 34 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the heating standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.



## Insulation standard

For more information on all aspects of the insulation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/insulation-standard](https://tenancy.govt.nz/healthy-homes/insulation-standard).

This section combines the requirements of the Insulation statement (section 13A(1A) of the Residential Tenancies Act 1986) and healthy homes insulation information requirements (regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019) into one statement. If you complete this section you do not need to complete a separate insulation statement, which has been required in new tenancy agreements since 1 July 2016. The insulation statement requires landlords to take all reasonable steps to find information relating to the location, type and condition of their current insulation. If any information below is already provided as part of a separate insulation statement in the tenancy agreement, it does not need to be included again in this section. However, it may be preferred to include all information on this form for ease and clarity of record-keeping.

Ceiling and underfloor insulation has been compulsory in all rental properties since 1 July 2019, unless an exemption applies. Ceiling insulation and underfloor insulation for suspended floors is required in all areas of the premises, unless these are areas:

- › that are not a domestic living space
- › of the ceiling that have a domestic living space directly above
- › of suspended floors that have a domestic living space directly below.

### ■ Ceiling Insulation

1. Does the **ceiling** insulation above all domestic living spaces meet the requirements of the insulation standard? Complete one of sections (a), (b) or (c) for this question.

- › ☒ (A) YES – ENTIRE PREMISES

- R-value of ceiling insulation when it was installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

- ☒ I don't know the R-value

- If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

100mm Thick

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following four fields must be completed:

- Date insulation was installed (if known, or write 'Unknown')

Unknown (pre 2015)

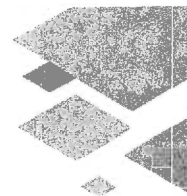
- Date insulation was last inspected (if known, or write 'Unknown')

24/2/2022

- Type of insulation (eg segments, loose-fill, blanket)

Segments (Pink Butts)

- ☒ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)



› ☐ (B) YES – SOME AREAS OF THE PREMISES

- Specify which areas of the premises have ceiling insulation

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- R-value of insulated areas when installed

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The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

☐ I don't know the R-value

- If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

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If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following five fields must be completed:

- Date insulation was installed (if known, or write 'Unknown')

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- Date insulation was last inspected (if known, or write 'Unknown')

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- Type of insulation (eg segments, loose-fill, blanket)

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- ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- Specify all areas of domestic living spaces in the premises that don't have ceiling insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

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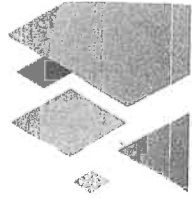
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## EXAMPLE

*Bedroom 4 was an extension to the original property and has a skillion ceiling with no roof space to install insulation.*



› ☐ (C) NO – NONE OF THE PREMISES

➤ Does the premises meet the R-value exemption for ceiling insulation installed before 1 July 2016?

*If this exemption applies it means the insulation does not need to meet the R-value required under the healthy homes insulation standard. This exemption applies if:*

- a) there is ceiling insulation that covers the ceiling at the premises; and*
- b) the insulation was installed before 1 July 2016; and*
- c) immediately before the healthy homes compliance date, the landlord met the insulation requirements already in force; and*
- d) the minimum thickness of the insulation material is at least 120 mm.*

☐ Yes

If yes, please provide a brief description of the circumstances giving rise to this exemption:

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☐ No

If no, specify the reason why the ceiling isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies.

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## EXAMPLE

*Installation is not reasonably practicable because the property has a skillion roof throughout and there is not enough space for a professional installer to access the areas to install insulation.*

If ceiling insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any). **Note:** cutting an access hatch doesn't count as substantial building work.

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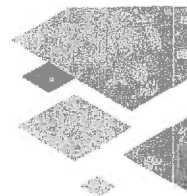
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## EXAMPLE

*Insulation information is not provided in the council building file. The ceiling space is also inaccessible and substantial building work would be required to gain access. Specifically, in order to access the ceiling space, the roof would need to be lifted. The landlord confirms that all reasonable steps have been taken to find this information.*



## ■ Underfloor insulation

2. Does the property meet the partial exemption for certain thermal underfloor insulation? *This partial exemption means that installed insulation doesn't need to be a minimum R-value of 1.3 or have been installed in accordance with NZS 4246:2016 to be qualifying underfloor insulation. The insulation must still be in reasonable condition. This exemption will cease to apply if you receive a request to provide reasonable evidence of the compliance document and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

*This partial exemption applies if:*

- a) there is underfloor insulation; and
- b) when the insulation was installed, there were requirements relating to thermal insulation that applied to the premises (under an enactment or bylaw); and
- c) the landlord has a compliance document showing that when the insulation was installed, the premises met these requirements.

☐ No (continue to question 3)

☐ Yes (provide details below then continue to question 3)

If yes, please provide a brief description of the circumstances giving rise to this exemption:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EXAMPLE

Foil insulation is installed in the subfloor and I have the appropriate compliance documents.



### NOTE

The Building Act 2004 prohibits the installation and/or repair of foil insulation in residential buildings with existing electrical installations. Anyone doing so may be liable to a fine of up to \$200,000. Existing foil insulation that is in reasonable condition will only meet the healthy homes standards if it meets the criteria for an R-value partial exemption<sup>7</sup>. In many cases, existing foil insulation will not meet the healthy homes insulation standard.

3. Does the underfloor insulation meet the requirements of the insulation standard?<sup>8</sup>

Complete one of sections (a), (b) or (c) for this question.

> ☐ (A) YES – ENTIRE PREMISES

▶ R-value of underfloor insulation when installed \_\_\_\_\_

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

▶ Type of insulation (eg segments, polystyrene, foil, blanket) \_\_\_\_\_

▶ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

▶ Date insulation was installed (if known, or write 'Unknown')

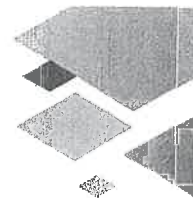
\_\_\_\_\_

▶ Date insulation was last inspected (if known, or write 'Unknown')

\_\_\_\_\_

<sup>7</sup> See the Insulation guidance document at [tenancy.govt.nz/healthy-homes/insulation-standard](http://tenancy.govt.nz/healthy-homes/insulation-standard)

<sup>8</sup> This question does not need to be completed where the partial exemption for certain underfloor insulation applies (question 2 of this section)



› ☐ (B) YES – SOME AREAS OF THE PREMISES

➤ Specify which areas of the premises have underfloor insulation

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➤ R-value of underfloor insulation in those areas when installed

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➤ Type(s) of insulation (eg segments, loose-fill, blanket, foil)

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➤ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

➤ Date insulation was installed (if known, or write 'Unknown')

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➤ Date insulation was last inspected (if known, or write 'Unknown')

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➤ Specify all areas of domestic living spaces with suspended floors in the premises that **don't** have underfloor insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

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## EXAMPLE

*It is not reasonably practicable for a professional to install underfloor insulation in some areas due to the slope of the land, as there is not enough space under the kitchen (including part of the hallway outside the kitchen) and bedroom 3 for a professional to access the area to install insulation.*

› ☒ (C) NO – NONE OF THE PREMISES

➤ Specify the reason(s) why the underfloor area isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies<sup>9</sup>.

*The property is on the top floor of a two story building.*

*There is no access to the floor cavity.*

## EXAMPLE

*The property is built on a concrete slab, therefore there is no suspended floor area in which to install insulation.*

➤ If underfloor insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any).

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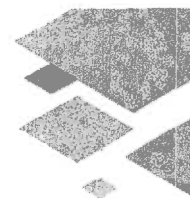


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## EXAMPLE

*Insulation information is not available in the council building file. The underfloor space is also too narrow for a professional assessor to gain access and provide an assessment. The landlord confirms that all reasonable steps have been taken to find this information. Note: cutting an access hatch doesn't count as substantial building work.*

<sup>9</sup> See [tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions](https://www.tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions) for examples of access exceptions that may apply.



## ■ Wall insulation

4. Do the walls of the premises have insulation? Complete one of sections (a), (b), (c) or (d) for this question.

Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

› ☐ (A) YES – ENTIRE PREMISES

➤ Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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› ☐ (B) YES – SOME AREAS OF THE PREMISES

➤ Specify which areas of the premises have wall insulation

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Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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› ☒ (C) NONE OF THE PREMISES

› ☐ (D) I DON'T KNOW

➤ If you don't know if there is wall insulation in any, or in some walls, explain why not and include confirmation that you have taken all reasonable steps to find the information.

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☐ Select if applicable

For all parts where details have not been provided (except information required about the location, type and condition of insulation in connection with any ceiling, underfloor or walls, or reasons for any general or specific exemptions provided in a separate insulation statement), the required information for the insulation standard under regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the insulation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

☐ Select if applicable

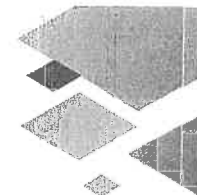
If information about the location, type and condition of any insulation has not been provided in a separately signed insulation statement, this information must be provided as part of the healthy homes standards compliance statement, unless despite making all reasonable efforts the landlord has been unable to obtain some of this information. The landlord must specify what information he or she has been unable to obtain in relation to the location, type and condition of any ceiling, underfloor or wall insulation, why they have not been able to obtain this information, and confirm that all reasonable efforts have been made to obtain the information.

**Please note:** Qualifying ceiling and underfloor insulation is now compulsory, unless an exemption applies, and must be in a reasonable condition. Landlords in most cases should be able to provide this information.

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## Ventilation standard

For more information on all aspects of the ventilation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/ventilation-standard](https://tenancy.govt.nz/healthy-homes/ventilation-standard).

1. Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below? Complete one of sections (a) or (b) for this question.



### NOTE

Openable windows, doors or skylights need to be able to be fixed in the open position. The combined area of openable windows, doors or skylights must be at least 5% of the floor area<sup>10</sup> of each room. Habitable spaces are all living rooms, dining rooms, bedrooms and kitchens (ie spaces where people spend most of their time at home).

- › ☒ (A) YES – ALL HABITABLE SPACES
- › ☐ (B) YES – SOME HABITABLE SPACES

▶ State which rooms meet the requirement

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State which rooms don't meet the requirement

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▶ For each room that doesn't meet the requirement, briefly state how the specific exemption<sup>11</sup> applies.

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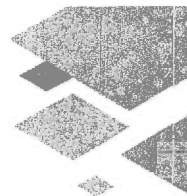
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### EXAMPLE

*The apartment does not have openable windows. However, the rooms in the apartment can be ventilated by mechanical ventilation, which was lawful at the time the apartment was built. The mechanical ventilation continues to meet the requirements of the building consent.*

<sup>10</sup> For information on how to calculate this, see the ventilation guidance document at [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)

<sup>11</sup> A room does not need to meet the requirements for openable windows (including skylights) and external doors if it was lawful at the time it was built or converted into a habitable space. If having fewer openable windows or doors was only lawful because the room met alternative ventilation requirements, then those requirements must still be met to qualify for this exemption. For more information, see section 1.3.4 in the building code compliance document for ventilation at [building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf](https://building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf)



2. Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

☒ (A) YES – ALL ROOMS

State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard<sup>12</sup>. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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☐ (B) YES – SOME ROOMS

State the diameter or exhaust capacity of each extractor fan and which room it is located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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State which rooms don't have extractor fans installed and provide brief information about why each room is exempt<sup>13</sup>:

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## EXAMPLE

The rental property is on the third floor of a five floor building. A licensed electrician has advised that installing an extractor fan in the kitchen is not reasonably practicable. The room was lawful when built as it met the Building Code ventilation requirements for kitchens at the time by providing windows with a combined net-openable area of no less than 5% of the kitchen floor area. These openable windows are still present and functional.

☐ (C) NOT INSTALLED IN ANY ROOMS

Provide brief information about why each room is exempt:

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## EXAMPLE

The rental property is on the third floor of a five floor building. There is one kitchen and one bathroom. A licensed electrician has advised that installing extractor fans in both the kitchen and bathroom is not reasonably practicable. The rooms were lawful when built as they met the Building Code ventilation requirements for kitchens and bathrooms at the time by providing windows with a combined net-openable area of no less than 5% of the floor area of each respective room. These openable windows are still present and functional.

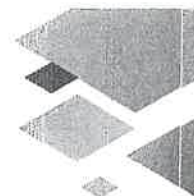
☐ Select if applicable

For all parts where details have not been provided, the required information for the ventilation standard under regulation 36 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the ventilation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

<sup>12</sup> Information on performance requirements for extractor fans is available at [tenancy.govt.nz/healthy-homes/ventilation-standard/](https://tenancy.govt.nz/healthy-homes/ventilation-standard/)

<sup>13</sup> There are a number of criteria which must all be met to meet this exemption. Details are available in the guidance document: [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)



## Moisture ingress and drainage standard

For more information on all aspects of the moisture ingress and drainage standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/](https://tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/)

1. Does the property have gutters and downpipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall? *An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.*

☒ Yes



**NOTE**  
It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces?

*The subfloor is considered to be enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter.<sup>14</sup>*

☐ Yes (continue to question 3)

☒ No (continue overleaf to next section on draught stopping standard)

3. If the property has an enclosed subfloor, has a ground moisture barrier been installed that meets the requirements of the standard?

☐ Yes

☐ No

Briefly specify the reason why there is no moisture barrier.

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### EXAMPLE

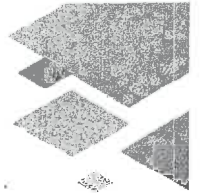
*There is limited space under the house or part of the house and I have received confirmation from a professional installer that it is not reasonably practicable to install a ground moisture barrier.*

☐ Select if applicable

For all parts where details have not been provided, the required information for the moisture ingress and drainage standard under regulation 38 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the moisture ingress and drainage standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** if you have this information or it exists and you can obtain it, you must provide it.

<sup>14</sup> See the guidance document [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf) for further information on determining whether a subfloor area is enclosed.



## Draught stopping standard

For more information on all aspects of the draught stopping standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/draught/](https://tenancy.govt.nz/healthy-homes/draught/)

1. Does your property have any open fireplaces?

☒ No  
☐ Yes

If yes, have they been blocked off or do you hold written agreement from the tenant not to block them off? Specify whether they have been blocked off, or are available for use at the tenant's request:

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*For an open fire to meet the requirements of the draught stopping standard the fireplace and the chimney must be in good working order and free from any gaps or holes that allow draughts to enter in and out of the property, unless these are necessary for the safe and efficient operation of the fireplace. Use of the fireplace must be agreed by both landlord and tenant in writing.*

2. Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building? Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

☒ Yes  
☒ No (explain why some gaps or holes that allow noticeable draughts are not blocked).

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*To meet the requirements of the draught stopping standard the property must be free from unintentional and unreasonable gaps or holes that allow noticeable draughts in and out of the property. A common sense approach should be taken to assessing whether a draught is noticeable. The age and condition of the property must not be taken into account when assessing if a gap or hole is unreasonable.*

Refer to the draught stopping guidance document<sup>15</sup> when determining if a draught is unreasonable.

☐ Select if applicable

For all parts where details have not been provided, the required information for the draught stopping standard under regulation 37 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the draught stopping standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** if you have this information or it exists and you can obtain it, you must provide it.

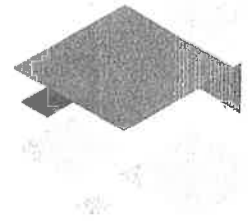
## Landlord Statement

I/we, Donald Legie (name of landlord(s))  
 declare that the information contained in this statement is true and correct as at the date of signing.

Signed by DLegie LANDLORD(S)

Date signed 24.02.2022

<sup>15</sup> [tenancy.govt.nz/healthy-homes/draught](https://tenancy.govt.nz/healthy-homes/draught/)



## 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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

ROOM AND ITEM		CONDITION ACCEPTABLE?		
		LANDLORD	TENANTS	DAMAGE/DEFECTS
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
	Refrigerator			
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
LAUNDRY	Toliet (WC)			
	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Washing machine			
BEDROOM 1	Wash tub			
	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
BEDROOM 2	Blinds/Curtains			
	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
BEDROOM 3	Blinds/Curtains			
	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			



BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			

## Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

**Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:**

- ☒ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☒ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☒ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☒ All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to [www.tenancy.govt.nz/smoke-alarms](http://www.tenancy.govt.nz/smoke-alarms)

## List of furniture and chattels

Provided by the landlord

Oven, Heat pump, Washing machine,  
Vacuum Cleaner, new  
carpets, vinyl, blinds.

## Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by Shogre Date signed 22/2/2022  
LANDLORD

Signed by R. J. Laren Date signed 24/2/2022  
TENANT

## Rent and Bond Receipt

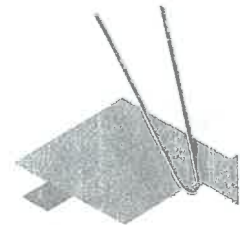
Initial rent payment \$  
Bond \$  
Total \$  
To (name)  
Date paid

## Water Meter Reading

For use if charging for water

At start of tenancy

Signed as received



BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			

## Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

**Landlord - please confirm you have met at least these minimum legal requirements before you rent the premises:**

- ☒ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door - this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☒ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☒ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☒ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☒ All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to [www.tenancy.govt.nz/smoke-alarms](http://www.tenancy.govt.nz/smoke-alarms)

## List of furniture and chattels

Provided by the landlord

New Fridge, Oven, Washing machine, sofa, carpets & blinds, Heatpump.

## Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by

*Shige*  
LANDLORD

23/2/2022  
Date signed

Signed by

*R M Loren*  
TENANT

22/2/2022  
Date signed

## Rent and Bond Receipt

Initial rent payment \$ 300

Bond \$ 500

Total \$

To (name)

Date paid

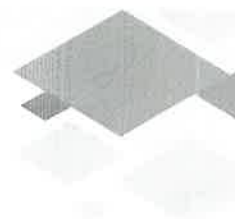
## Water Meter Reading

For use if charging for water

At start of tenancy

Signed as received

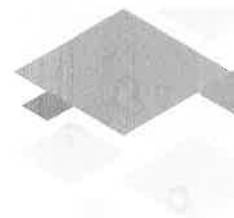




# Residential Tenancy Agreement

## HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: [www.tenancy.govt.nz/healthy-homes/compliance-statement](http://www.tenancy.govt.nz/healthy-homes/compliance-statement)
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
18. Letting fees can't be charged to tenants.
19. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit [www.tenancy.govt.nz/disputes](http://www.tenancy.govt.nz/disputes) or call us for free information on 0800 836 262.



## OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

**Tenants and landlords!** If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. Visit [www.tenancy.govt.nz/disputes/self-resolution](http://www.tenancy.govt.nz/disputes/self-resolution) or call us for free information on 0800 TENANCY (0800 836 262)

### 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, email or facsimile.
- › 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 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.

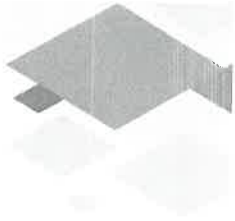
### 6. Tenant's responsibilities

- › 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



## LANDLORD DETAILS

Name(s) Donald and Cathy Logie

This section must be filled in. It is important to give good contact details.

Physical address for service 150A Chapman St., Wakari

Email This email address will be used as an address for services (strike out if not agreed)

logies@extra.co.nz

Phone 021 1426167 (Mobile) 0274861444 (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

94 Sidey st.

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

## TENANT DETAILS

Name(s) Stella Fernandez

Identification ☐ Driver's licence ☐ Passport ☐ Other Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service 77B Elgin Rd, Mornington

Email (This email will be used as an address for service (strike out if not agreed)) stllmuniz@gmail.com

Phone (Mobile) 0273497505 (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

38 Hawthorn Ave, Mornington, Dunedin.

Is any tenant under the age of 18? (Tick one)

☐ Yes ☒ No

## TENANCY DETAILS

Address of tenancy 77B Elgin Rd, Mornington.

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ 400 To be paid ☒ in advance Frequency (tick one) ☒ weekly ☐ fortnightly

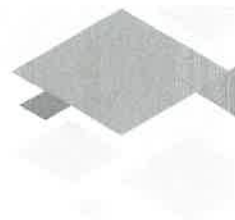
Bond amount \$ 800

Rent to be paid at

Or into Bank Account No. 06 0909 0235813 00

Account name Don Logie

Bank ANZ Branch George St, Dunedin



**The landlord and tenant agree that:**

1. The tenancy shall commence on the 5th day of April 2022.

**2. Strike out one option:**

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

OR

This tenancy is for a fixed term, ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NB: Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- > a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act 1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
- > a tenant gives written notice of their intention not to continue with the tenancy at least 28 days before the expiry; or
- > before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit [www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/](http://www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/) for more information.

**3. Strike out the bold wording below if it is not applicable**

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent.**

Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

**4. Insert other terms of this tenancy (eg. pets, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)**

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

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## SIGNATURES

**Do not sign this agreement unless you understand and agree with everything in it**

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on pages 2, 3 and 4 of this agreement.

Signed by

*Shogie*

LANDLORD

Date signed

Signed by

*[Signature]*  
TENANT

Date signed

26/03/22

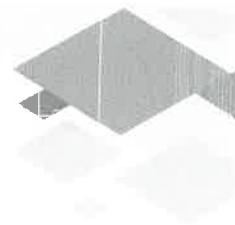
C

Signed by

TENANT

Date signed

C



## INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

### Law changes relating to insurance and damage

- › Landlords are required to 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. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- › If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- › They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- › 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.

### Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

☐ Yes ☐ No

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

Name/type of policy	Insurer	Excess amount
1. <i>State Insurance comprehensive home</i>	<i>State</i>	\$ <i>400</i>
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.



# Healthy Homes Standards – current level of compliance

This healthy homes compliance statement is for landlords who can attach it to their own tenancy agreement.

From 1 December 2020, this statement must be included in most new or renewed tenancy agreements. It isn't required if the tenancy is for a fixed term, when the fixed term tenancy ends before the relevant healthy homes compliance date.

**NOTE, YOU DO HOWEVER NEED TO COMPLETE THE INSULATION STATEMENT.**

The information that landlords must include is required by the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must either complete this form or attach a signed statement that contains the same information.

■ **Address of tenancy:**

77B Elgin Rd, Mornington

If properly completed this form meets the requirements for the landlord to provide a written signed statement containing certain information as required under sections 13A(1A), 13A(1C) and 13A(1CA) or 13A(1CB) of the Act. If you have the information, you must include it in this statement. If the information does not exist yet or otherwise cannot be provided by the landlord, and this statement is completed before the healthy homes compliance date for the tenancy, the landlord can state in the sections provided on this statement that compliance isn't required until the healthy homes compliance date.

**Information on when you need to comply with healthy homes requirements can be found at:**  
[tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes](https://tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes)

Completing this form does not negate the requirement since 1 July 2019 to include a statement in new, renewed or varied tenancy agreements that confirms landlords will or already do comply with the healthy homes standards as required by either section 45(1)(bb) – residential tenancies, or section 66(1)(bb) – boarding house tenancies, of the Residential Tenancies Act 1986 (the Act).<sup>1</sup> It is necessary to provide both, separately signed, statements.<sup>2</sup>

Strike out one option

I/we, Donald Logie (name of the landlord(s))  
will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

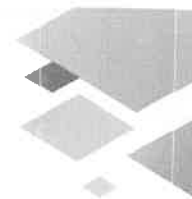
I/we, Donald (name of the landlord(s))  
already comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

▶ The healthy homes compliance date for this tenancy is: 

D	D	M	M	Y	Y	Y	Y
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<sup>1</sup> [www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html](http://www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html)

<sup>2</sup> See [tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/](https://tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/) for information on required statements for tenancy agreements.



## General exemptions

In some situations your tenancy may be exempt from complying with all or parts of the healthy homes standards<sup>3</sup>.

If one of the general exemptions below applies to your tenancy, state here and include a brief description of why this exemption applies. If an exemption applies across all the standards, you do not need to complete the sections that relate to each standard.

- › ☐ The tenant is the immediate former owner of the property and the tenancy started immediately after the landlord acquired the property from the tenant. *This exemption will only apply for 12 months from the tenancy start date.*

Include a brief description of the circumstances giving rise to this exemption:

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- › ☐ The landlord intends to demolish or substantially rebuild the rental property and has applied for or has been granted the relevant resource or building consent. *This exemption will last for up to 12 months from the healthy homes compliance date. This exemption will cease if the application for consent is refused (unless challenged) or the consent(s) lapses or is terminated. This exemption will cease to apply if you receive a request to provide evidence that you have applied for the relevant consent(s) and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

Include a brief description of the circumstances giving rise to this exemption:

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<sup>3</sup> For more information on the general exemptions, visit [tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/](http://tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/)

## Heating standard

For more information on all aspects of the heating standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/heating-standard](http://tenancy.govt.nz/healthy-homes/heating-standard).

### ■ Heating standard exemptions

Select one box from three options provided in question 1 about heating standard exemptions, then complete questions 2 to 4 about compliance with the heating standard.

1. ☒ **No heating exemption applies** (continue to question 2)

**Heating exemption:** is the property exempt from meeting the heating standard?

- ☐ Yes, the main living room is exempt from the requirement to have qualifying heaters and I am relying on the following exemption<sup>4</sup>:

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Give a brief description of the circumstances giving rise to this exemption.

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<sup>4</sup> There are two specific exemptions to the heating standard. More information on these is in the heating standard guidance document at [www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf](http://www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf)



- ☐ **Partial exemption:** the rental property is part of a building and the landlord doesn't own the whole building. Provide specific information below on how this exemption applies to your property. If this exemption applies you still need to complete the rest of this statement. Landlords will still need to take all reasonable steps to ensure the property complies with the healthy homes standards to the greatest extent reasonably practicable.

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## EXAMPLES

*Partial exemption from the heating standard as the building Body Corporate rules do not allow the installation of a heat pump on external walls as these are part of the common property. There is no mains gas to install a flued gas heater and woodburners can't be installed.*

2. Required heating capacity for the main living room of the rental property: 4 kW

You must calculate the required heating capacity for your rental property using one of the following three methods:

1. the Heating Assessment Tool at [tenancy.govt.nz/heating-tool](http://tenancy.govt.nz/heating-tool)
  2. the formula contained in **Schedule 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019**<sup>5</sup>
  3. by hiring an experienced heating installer to calculate the requirements using one of the above two methods.
3. The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

Type of and heating capacity of each installed, qualifying heater:

Heat pump	6	kW		kW		kW
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4. Does the 'tolerance' or 'top up'<sup>6</sup> allowance for existing heaters apply?

☒ No

☐ Yes If yes, include a brief description on why it applies:

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## EXAMPLES

- › Required heating capacity is 4.5kW and existing heat pump (installed prior to 1 July 2019) has capacity of 3.3kW. A 1.5kW fixed electric heater with a thermostat to top up to the required amount has been installed.
- › Existing (installed before 1 July 2019) woodburner capacity is 13.3kW. This is 92% of the required heating capacity of 14.5kW.

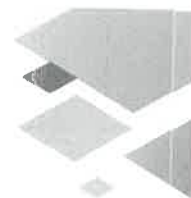
<sup>5</sup> [www.legislation.govt.nz/regulation/public/2019](http://www.legislation.govt.nz/regulation/public/2019)

<sup>6</sup> For an explanation of these allowances, visit: [www.tenancy.govt.nz/healthy-homes/heating-standard/](http://www.tenancy.govt.nz/healthy-homes/heating-standard/)

☐ Select if applicable

Some details regarding compliance with the heating standard for this tenancy have not been provided. This is because the required information for the heating standard under regulation 34 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the heating standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.



## Insulation standard

For more information on all aspects of the insulation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/insulation-standard](https://tenancy.govt.nz/healthy-homes/insulation-standard).

This section combines the requirements of the insulation statement (section 13A(1A) of the Residential Tenancies Act 1986) and healthy homes insulation information requirements (regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019) into one statement. If you complete this section you do not need to complete a separate insulation statement, which has been required in new tenancy agreements since 1 July 2016. The insulation statement requires landlords to take all reasonable steps to find information relating to the location, type and condition of their current insulation. If any information below is already provided as part of a separate insulation statement in the tenancy agreement, it does not need to be included again in this section. However, it may be preferred to include all information on this form for ease and clarity of record-keeping.

Ceiling and underfloor insulation has been compulsory in all rental properties since 1 July 2019, unless an exemption applies. Ceiling insulation and underfloor insulation for suspended floors is required in all areas of the premises, unless these are areas:

- › that are not a domestic living space
- › of the ceiling that have a domestic living space directly above
- › of suspended floors that have a domestic living space directly below.

### ■ Ceiling insulation

1. Does the **ceiling** insulation above all domestic living spaces meet the requirements of the insulation standard? Complete one of sections (a), (b) or (c) for this question.

› ☒ (A) YES – ENTIRE PREMISES

- › R-value of ceiling insulation when it was installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

› ☒ I don't know the R-value

- › If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

100mm

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following four fields must be completed:

- › Date insulation was installed (if known, or write 'Unknown')

Unknown

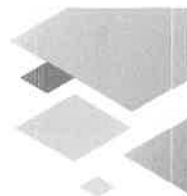
- › Date insulation was last inspected (if known, or write 'Unknown')

1/3/2022

- › Type of insulation (eg segments, loose-fill, blanket)

Segments

- › ☒ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)



☐ (B) YES – SOME AREAS OF THE PREMISES

- ▶ Specify which areas of the premises have ceiling insulation

- ▶ R-value of insulated areas when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

☐ I don't know the R-value

- If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following five fields must be completed:

- ▶ Date insulation was installed (if known, or write 'Unknown')

- ▶ Date insulation was last inspected (if known, or write 'Unknown')

- ▶ Type of Insulation (eg segments, loose-fill, blanket)

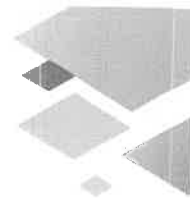
- ▶ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- ▶ Specify all areas of domestic living spaces in the premises that don't have ceiling insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.


## EXAMPLE

*Bedroom 4 was an extension to the original property and has a skillion ceiling with no roof space to install insulation.*



☐ (C) NO – NONE OF THE PREMISES

➤ Does the premises meet the R-value exemption for ceiling insulation installed before 1 July 2016?

*If this exemption applies it means the insulation does not need to meet the R-value required under the healthy homes insulation standard. This exemption applies if:*

- a) *there is ceiling insulation that covers the ceiling at the premises; and*
- b) *the insulation was installed before 1 July 2016; and*
- c) *immediately before the healthy homes compliance date, the landlord met the insulation requirements already in force; and*
- d) *the minimum thickness of the insulation material is at least 120 mm.*

☐ Yes

If yes, please provide a brief description of the circumstances giving rise to this exemption:

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☐ No

If no, specify the reason why the ceiling isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies.

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## EXAMPLE

*Installation is not reasonably practicable because the property has a skillion roof throughout and there is not enough space for a professional installer to access the areas to install insulation.*

If ceiling insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any). **Note:** cutting an access hatch doesn't count as substantial building work.

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## EXAMPLE

*Insulation information is not provided in the council building file. The ceiling space is also inaccessible and substantial building work would be required to gain access. Specifically, in order to access the ceiling space, the roof would need to be lifted. The landlord confirms that all reasonable steps have been taken to find this information.*



## ■ Underfloor Insulation

2. Does the property meet the partial exemption for certain thermal underfloor insulation? *This partial exemption means that installed insulation doesn't need to be a minimum R-value of 1.3 or have been installed in accordance with NZS 4246:2016 to be qualifying underfloor insulation. The insulation must still be in reasonable condition. This exemption will cease to apply if you receive a request to provide reasonable evidence of the compliance document and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

*This partial exemption applies if:*

- a) there is underfloor insulation; and
- b) when the insulation was installed, there were requirements relating to thermal insulation that applied to the premises (under an enactment or bylaw); and
- c) the landlord has a compliance document showing that when the insulation was installed, the premises met these requirements.

☐ No (continue to question 3)

☒ Yes (provide details below then continue to question 3)

If yes, please provide a brief description of the circumstances giving rise to this exemption:

Underfloor is not accessible, when the lounge floor was repaired insulation was installed.

### EXAMPLE

Foil insulation is installed in the subfloor and I have the appropriate compliance documents.



### NOTE

The Building Act 2004 prohibits the installation and/or repair of foil insulation in residential buildings with existing electrical installations. Anyone doing so may be liable to a fine of up to \$200,000. Existing foil insulation that is in reasonable condition will only meet the healthy homes standards if it meets the criteria for an R-value partial exemption<sup>7</sup>. In many cases, existing foil insulation will not meet the healthy homes insulation standard.

3. Does the **underfloor** insulation meet the requirements of the insulation standard?<sup>8</sup>

Complete one of sections (a), (b) or (c) for this question.

> ☐ (A) YES – ENTIRE PREMISES

▶ R-value of underfloor insulation when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

▶ Type of insulation (eg segments, polystyrene, foil, blanket)

▶ ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

▶ Date insulation was installed (if known, or write 'Unknown')

▶ Date insulation was last inspected (if known, or write 'Unknown')

<sup>7</sup> See the insulation guidance document at [tenancy.govt.nz/healthy-homes/insulation-standard](http://tenancy.govt.nz/healthy-homes/insulation-standard)

<sup>8</sup> This question does not need to be completed where the partial exemption for certain underfloor insulation applies (question 2 of this section)



☐ (B) YES – SOME AREAS OF THE PREMISES

- Specify which areas of the premises have underfloor insulation

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- R-value of underfloor insulation in those areas when installed

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- Type(s) of insulation (eg segments, loose-fill, blanket, foil)

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- ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- Date insulation was installed (if known, or write 'Unknown')

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- Date insulation was last inspected (if known, or write 'Unknown')

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- Specify all areas of domestic living spaces with suspended floors in the premises that don't have underfloor insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

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## EXAMPLE

*It is not reasonably practicable for a professional to install underfloor insulation in some areas due to the slope of the land, as there is not enough space under the kitchen (including part of the hallway outside the kitchen) and bedroom 3 for a professional to access the area to install insulation.*

☒ (C) NO – NONE OF THE PREMISES

- Specify the reason(s) why the underfloor area isn't insulated or why the existing insulation doesn't meet the requirements of the Insulation standard, and any specific exemption that applies<sup>9</sup>.

No access to underfloor

## EXAMPLE

*The property is built on a concrete slab, therefore there is no suspended floor area in which to install insulation.*

- If underfloor insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any).

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## EXAMPLE

*Insulation information is not available in the council building file. The underfloor space is also too narrow for a professional assessor to gain access and provide an assessment. The landlord confirms that all reasonable steps have been taken to find this information. Note: cutting an access hatch doesn't count as substantial building work.*

<sup>9</sup> See [tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions](https://www.tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions) for examples of access exceptions that may apply.



## ■ Wall Insulation

4. Do the **walls** of the premises have insulation? Complete one of sections (a), (b), (c) or (d) for this question.

Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

> ☐ (A) YES – ENTIRE PREMISES

▶ Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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> ☐ (B) YES – SOME AREAS OF THE PREMISES

▶ Specify which areas of the premises have wall insulation

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Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

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> ☒ (C) NONE OF THE PREMISES

> ☒ (D) I DON'T KNOW

▶ If you don't know if there is wall insulation in any, or in some walls, explain why not and include confirmation that you have taken all reasonable steps to find the information.

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☐ Select if applicable

For all parts where details have not been provided (except information required about the location, type and condition of insulation in connection with any ceiling, underfloor or walls, or reasons for any general or specific exemptions provided in a separate insulation statement), the required information for the insulation standard under regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the insulation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

☐ Select if applicable

If information about the location, type and condition of any insulation has not been provided in a separately signed insulation statement, this information must be provided as part of the healthy homes standards compliance statement, unless despite making all reasonable efforts the landlord has been unable to obtain some of this information. The landlord must specify what information he or she has been unable to obtain in relation to the location, type and condition of any ceiling, underfloor or wall insulation, why they have not been able to obtain this information, and confirm that all reasonable efforts have been made to obtain the information.

**Please note:** Qualifying ceiling and underfloor insulation is now compulsory, unless an exemption applies, and must be in a reasonable condition. Landlords in most cases should be able to provide this information.

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## Ventilation standard

For more information on all aspects of the ventilation standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/ventilation-standard](https://tenancy.govt.nz/healthy-homes/ventilation-standard).

1. Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below? Complete one of sections (a) or (b) for this question.



Openable windows, doors or skylights need to be able to be fixed in the open position. The combined area of openable windows, doors or skylights must be at least 5% of the floor area<sup>10</sup> of each room. Habitable spaces are all living rooms, dining rooms, bedrooms and kitchens (ie spaces where people spend most of their time at home).

- › ☒ (A) YES – ALL HABITABLE SPACES
- › ☐ (B) YES – SOME HABITABLE SPACES

▶ State which rooms meet the requirement

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State which rooms don't meet the requirement

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▶ For each room that doesn't meet the requirement, briefly state how the specific exemption<sup>11</sup> applies.

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### EXAMPLE

*The apartment does not have openable windows. However, the rooms in the apartment can be ventilated by mechanical ventilation, which was lawful at the time the apartment was built. The mechanical ventilation continues to meet the requirements of the building consent.*

<sup>10</sup> For information on how to calculate this, see the ventilation guidance document at [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)

<sup>11</sup> A room does not need to meet the requirements for openable windows (including skylights) and external doors if it was lawful at the time it was built or converted into a habitable space. If having fewer openable windows or doors was only lawful because the room met alternative ventilation requirements, then those requirements must still be met to qualify for this exemption. For more information, see section 1.3.4 in the building code compliance document for ventilation at [building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf](https://building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf)



2. Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

☒ (A) YES – ALL ROOMS

- State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard<sup>12</sup>. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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☐ (B) YES – SOME ROOMS

- State the diameter or exhaust capacity of each extractor fan and which room it is located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

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- State which rooms don't have extractor fans installed and provide brief information about why each room is exempt<sup>13</sup>:

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### EXAMPLE

The rental property is on the third floor of a five floor building. A licensed electrician has advised that installing an extractor fan in the kitchen is not reasonably practicable. The room was lawful when built as it met the Building Code ventilation requirements for kitchens at the time by providing windows with a combined net-openable area of no less than 5% of the kitchen floor area. These openable windows are still present and functional.

☐ (C) NOT INSTALLED IN ANY ROOMS

- Provide brief information about why each room is exempt:

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### EXAMPLE

The rental property is on the third floor of a five floor building. There is one kitchen and one bathroom. A licensed electrician has advised that installing extractor fans in both the kitchen and bathroom is not reasonably practicable. The rooms were lawful when built as they met the Building Code ventilation requirements for kitchens and bathrooms at the time by providing windows with a combined net-openable area of no less than 5% of the floor area of each respective room. These openable windows are still present and functional.

☐ Select if applicable

For all parts where details have not been provided, the required information for the ventilation standard under regulation 36 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the ventilation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

**Please note:** You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

<sup>12</sup> Information on performance requirements for extractor fans is available at [tenancy.govt.nz/healthy-homes/ventilation-standard/](https://tenancy.govt.nz/healthy-homes/ventilation-standard/)

<sup>13</sup> There are a number of criteria which must all be met to meet this exemption. Details are available in the guidance document: [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf)



## Moisture ingress and drainage standard

For more information on all aspects of the moisture ingress and drainage standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/](https://tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/)

1. Does the property have gutters and downpipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall? *An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.*

☒ Yes



### NOTE

It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces?

*The subfloor is considered to be enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter.<sup>14</sup>*

☐ Yes (continue to question 3)

☒ No (continue overleaf to next section on draught stopping standard)

3. If the property has an enclosed subfloor, has a ground moisture barrier been installed that meets the requirements of the standard?

☐ Yes

☐ No

Briefly specify the reason why there is no moisture barrier.

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### EXAMPLE

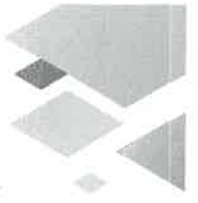
*There is limited space under the house or part of the house and I have received confirmation from a professional installer that it is not reasonably practicable to install a ground moisture barrier.*

☐ Select if applicable

For all parts where details have not been provided, the required information for the moisture ingress and drainage standard under regulation 38 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the moisture ingress and drainage standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** if you have this information or it exists and you can obtain it, you must provide it.

<sup>14</sup> See the guidance document [tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf](https://tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf) for further information on determining whether a subfloor area is enclosed.



## Draught stopping standard

For more information on all aspects of the draught stopping standard, including a comprehensive guidance document, visit [tenancy.govt.nz/healthy-homes/draught/](https://tenancy.govt.nz/healthy-homes/draught/)

1. Does your property have any open fireplaces?

- ☒ No  
☐ Yes

If yes, have they been blocked off or do you hold written agreement from the tenant not to block them off? Specify whether they have been blocked off, or are available for use at the tenant's request:

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*For an open fire to meet the requirements of the draught stopping standard the fireplace and the chimney must be in good working order and free from any gaps or holes that allow draughts to enter in and out of the property, unless these are necessary for the safe and efficient operation of the fireplace. Use of the fireplace must be agreed by both landlord and tenant in writing.*

2. Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building? Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

- ☒ Yes  
☐ No (explain why some gaps or holes that allow noticeable draughts are not blocked).

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*To meet the requirements of the draught stopping standard the property must be free from unintentional and unreasonable gaps or holes that allow noticeable draughts in and out of the property. A common sense approach should be taken to assessing whether a draught is noticeable. The age and condition of the property must not be taken into account when assessing if a gap or hole is unreasonable.*

Refer to the draught stopping guidance document<sup>15</sup> when determining if a draught is unreasonable.

- ☐ Select if applicable

For all parts where details have not been provided, the required information for the draught stopping standard under regulation 37 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the draught stopping standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

**Please note:** If you have this information or it exists and you can obtain it, you must provide it.

## Landlord Statement

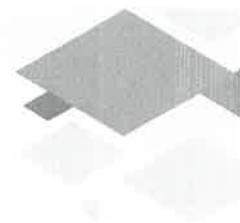
I/we, Donald Logie (name of landlord(s))

declare that the information contained in this statement is true and correct as at the date of signing.

Signed by Donald Logie LANDLORD(S)

Date signed 02.03.2022

<sup>15</sup> [tenancy.govt.nz/healthy-homes/draught](https://tenancy.govt.nz/healthy-homes/draught)



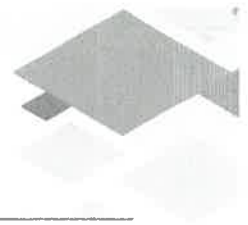
## PROPERTY INSPECTION REPORT

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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

		CONDITION ACCEPTABLE?		
ROOM AND ITEM		LANDLORD	TENANTS	DAMAGE/DEFECTS
LOUNGE	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
	Blinds/Curtains	✓		
KITCHEN/DINING	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
	Blinds/Curtains	✓		
	Cupboards	✓		
	Sinks/Benches	✓		
	Oven	✓		
BATHROOM	Refrigerator	✓		
	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
	Blinds/Curtains	✓		
	Mirror/Cabinet	✓		
	Bath	✓		
	Shower	✓		
	Wash basin	✓		
LAUNDRY	Toliet (WC)	✓		
	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
	Blinds/Curtains	✓		
	Washing machine	✓		
BEDROOM 1	Wash tub	✓		
	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
BEDROOM 2	Blinds/Curtains	✓		
	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
BEDROOM 3	Blinds/Curtains	✓		
	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		



BEDROOM &	Wall/Doors	✓		
	Lights/Power points	✓		
	Floors/FI. Coverings	✓		
	Windows	✓		
	Blinds/Curtains	✓		
GENERAL	Rubbish bins			
	Locks	✓		
	Garage/Car port			
	Grounds	✓		
	No. keys supplied			

## Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

**Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises:**

- ☐ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☐ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☐ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☐ All the smoke alarms are working at the start of the tenancy, including having working batteries.

For important details go to [www.tenancy.govt.nz/smoke-alarms](http://www.tenancy.govt.nz/smoke-alarms)

## List of furniture and chattels

Provided by the landlord

Oven,  
Dishwasher (new)  
Fridge  
Washing machine (new)

## Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by		26/3/22
	LANDLORD	Date signed
Signed by		26/3/22
	TENANT	Date signed

## Rent and Bond Receipt

Initial rent payment	\$ 400
Bond	\$ 800
Total	\$ 1200
To (name)	
Date paid	

## Water Meter Reading

For use if charging for water

At start of tenancy

Signed as received