



PERIODIC AGREEMENT FOR TENANCY OF DWELLING HOUSE

TO: **The Professionals, Property Link Groups Ltd MREINZ**

(Hereinafter called "The Landlord")

(Hereinafter called "The Tenant")

Hereby offer to rent the property known as

(Hereinafter called "The Property")

And the furniture set out in the attached list hereto (hereinafter called "the furniture") upon the following terms and conditions:

1. THE tenancy shall commence on the _____ day of _____ 200__ and if the tenant remains in possession with the consent of the Landlord, shall continue for an indefinite period until terminated by notice in writing given by either party to the other in terms of the Residential Tenancies Act 1986 (tenants must give not less than 21 days prior written notice of termination).
2. THE rental shall be _____ per _____ payable weekly/fortnightly in advance free of all deductions and bank clearance fees, paid by bank automatic payment/ internet banking/ or direct credit to the professionals, **Property Link Groups Ltd MREINZ**, of 187 King St, Pukekohe, into Account Number 12- 3023- 0504985- 01. It must state your name and address of the property. The first payment shall be made before the tenant enters into possession. Rent may be reviewed in accordance with the Residential Tenancies Act.
3. THE tenant agrees to complete and return the attached Property Inspection Report within FIVE working days of the landlord from commencement of the tenancy. If this report is not returned, it shall be deemed that the property has been accepted by the tenant in a clean and undamaged state.
4. THE tenant shall pay all charges for electricity and gas used in and upon the property and agrees to pay for ALL water supplied to the property if the property has its own water meter. The tenant further agrees to pay the water supplier charges including any system or routine reading charges but excluding any special reading costs.
5. THE tenant shall replace all broken window panes, mirrors and light shades in the property if such damage is caused intentionally or by neglect. Items so replaced must be of at least the same quality as those in the property at the date of this agreement.
6. THE tenant agrees to pay the tradesmen's call out charge if prior arrangements to allow tradesmen to enter the premises to effect repairs are not adhered to.
7. THE tenant shall not paint, drive nails or screws into, affix any kind of adhesive tape, or in any way deface the walls, ceilings, floors, wood, stone or ironwork of the property or the furniture.
8. THE tenant will keep the interior and exterior of the property clean and tidy and free from rubbish, bottles, and cigarette butts or like matters. Carpets are to be commercially cleaned, at the tenant's expense, at the end of the tenancy provided that the tenancy has been for a minimum of 12 months or, for a tenancy less than 12 months, where the carpets are visibly more soiled or stained than at the commencement of the tenancy. Where cleaning is required the tenant must produce.
9. Lawns, where required, are to be mowed fortnightly and gardens and grounds kept tidy.
10. THE tenant shall ensure the property receives adequate ventilation to prevent mildew on ceilings, walls and window coverings.
11. THE tenant shall keep the drains, water pipes, sinks and sanitary appliances free of obstruction and shall keep the property free of pests and vermin.
12. THE tenant shall use the property as a private dwelling only and shall not do or allow anything to be done upon the property or upon any property owned by the landlord which shall be a nuisance, disturbance or annoyance to the Landlord, or to the occupiers or owners of adjoining properties or which may make an additional insurance premium payable or which may make the insurance policy upon the property void. Parties or noisy gatherings are not permitted.
13. THE tenant will not make or allow to be made any additions or alterations to the property and will not assign, sublet including land or part with the possession or the occupation of the property or any part thereof or of the furniture.

Initial:

14. Landlord's Address for Service: 187 King Street, Pukekohe
15. Tenant's Address for Service: _____
16. THE tenant shall not keep pets or animals of any description on the property without written permission of the landlord and any damage to the property or furniture caused as a result of non observance of this restriction shall be the sole responsibility of the tenant.
17. Upon giving notice to vacate. The tenant agrees to grant access to the property for a pre-final inspection. This will be carried out within 5 working days.
18. AT the end of or sooner determination of this tenancy the tenant will deliver the keys to the landlord or the landlord's agent by noon on the day on which the property is vacated and rent will continue to be payable by the tenant until the keys are so delivered. If the keys are not returned within three working days after this date the landlord shall be entitled to have all locks changed at the tenant's expense.
19. The granting of keys is not given as legal possession until all rent, bond, and letting fee has been paid in full to Property Link Groups Limited or by special arrangements. THE tenant acknowledges receipt of keys for the property as \detailed below:
Front Door _____ Back Door _____ Garage _____ Remote Controls _____ Other Keys _____
20. THE tenants motor vehicles may be parked only in the carpark space, if any, provided. No guest's vehicles are permitted to be parked on the grounds of the property. No vehicle repairs or derelict vehicles are permitted on the property.
21. THE tenant shall be liable for ALL debt recovery costs including but not limited to collection agency fees, legal expenses, District Court charges and any other cost incurred by the landlord in pursuing moneys outstanding by the tenant at the end of the tenancy.
22. THE tenant agrees that the particulars completed by the tenant on the tenancy application form are part of this Agreement and the tenant warrants that those particulars are correct. The tenant shall advise the landlord of any change in those particulars within 14 days of the change.
23. THE tenant acknowledges that the property is for occupation by not more than _____ adult's and _____ children and covenants not to permit more than _____ persons to occupy the property at any one time.
24. THE tenant shall before taking possession of the property pay the sum of \$ _____ as a bond to be held by the Bond Processing Centre until the end of the tenancy. The bond will be refunded to the tenant after deduction to compensate the landlord for any loss or damage resulting from the tenant's failure to observe and perform the tenant's obligations under this agreement.
25. THE landlord and/or landlord's agents shall have the right at all reasonable times to enter upon the property to inspect value or repair the same, and the tenant upon being given reasonable notice of the Landlord's intention so to do, shall make a key available to enable the landlord to obtain entry to the property. Notice of any such entry shall be given as required in terms of The Residential Tenancies Act 1986.
26. ANY notice to the tenant shall be deemed to be sufficiently served if posted by ordinary mail to the address for service in accordance with Section 136 of The Residential Tenancies Act 1986.
27. THE expression "the Landlord" includes the landlord and the landlord's executors, administrators, agents and assigns except where inconsistent with the context and the expression "the tenant" includes the tenant and the tenant's executors, administrators and permitted assigns except where inconsistent with the context.
28. THE tenant shall pay a fee of \$ _____ plus GST to **Property Link Groups Ltd** for services rendered in the granting of this tenancy. That fee is not refundable should for any reason the tenancy not be proceeded with.

Special Clauses

DATED THIS _____ day of _____ 200____
 THE LANDLORD AND TENANT AGREE to all of the terms
 Of conditions that apply in this Tenancy Agreement.

_____ Tenant

_____ Landlord

| | |
|---------------------------------------|----------|
| BOND (as above) | \$ _____ |
| LESS Transfer from Bond Centre | \$ _____ |
| Tenant's Bond Payment | \$ _____ |
| PLUS: First Rent Payment | \$ _____ |
| Letting fee (incl GST) | \$ _____ |
| DUE by Tenant on signing | \$ _____ |