

Special Conditions of Tenancy

Acceptance

The Tenant, upon signing of the Lease Agreement, agrees to accept the property in its current condition as per visual inspection conducted prior to lodgement of application for the property. The Tenant also acknowledges and agrees that the Agent supplied an example Lease document with all relevant Terms and Conditions, which was read and understood, prior to submitting their application for consideration.

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:
(1) carry out quarterly inspections of the Premises by a representative of the Agent
(2) check that any breaches of the tenancy have been rectified
(3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs
And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every two months and upon vacating the Premises.

Arrears – Zero Arrears Tolerance

The tenant hereby agrees to abide by our Zero Rent Arrears Policy at all times. The Tenant agrees that at the initial sign up, the Zero Rent Arrears policy was thoroughly explained and was understood at the time of signing the document.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Break Lease

It is hereby noted and agreed that the tenant, should they wish to break their tenancy agreement, must pay a break lease fee of one weeks rent plus GST and Advertising which is at cost. They also agree that they will be responsible for paying rent until a new tenant is secured for the property.
The Tenant(s) under legislation is not allowed to advertise the property on any websites or papers, any prospective tenants wishing to view the property and submit an application must do so through the Agency.

Care of Premises

In accordance with Clause 46(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor. Hot water systems should be 'topped-up' each six months in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

For a tenancy of 12 months or more, notwithstanding the provisions of Clause 48(b), carpets are to be cleaned once in every twelve month period. All marks and stains should be removed promptly. The tenant hereby agrees to have the carpets professionally steam cleaned when they vacate the premises and provide a receipt to the office as proof.

Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

Cleaning Curtains, Blinds & Fabric Upholstered Furniture:

The tenant will upon vacate will employ a professional cleaner to steam clean the curtains, blinds or any fabric upholstered furniture present at the property and provide a receipt to the office as proof.

Tenant(s) Signature: _____

Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the Premises.

Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

Furnished Premises – Cleaning of Furniture

Where the Premises are let fully furnished the Tenant acknowledges and confirms it will leave all furniture in a clean condition on exiting the Premises. The Tenant will, during the term of the tenancy, have all marks and stains removed promptly.

Upon vacating the premises, the Tenant must have all soft furnishings professionally cleaned, which includes mattresses, sofas, pillow, padded dining chairs and provide receipt to agent.

Furnished Premises – Removing Furniture

Where the Premises are let fully furnished the Tenant acknowledges and confirms that no Furniture or furnishings of the Lessor may be removed from the Premises during the tenancy without prior arrangement and written permission from the Lessor.

Furnished Premises – Replacement of Inventory Items

Where the Premises are let fully furnished and the Tenant acknowledges and confirms the Tenant agrees to replace any broken or missing inventory items that are part of a matched set with a matching set if the singular item cannot be replaced.

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Grass Clippings

Special Term 46(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste & grass clippings) and keeping plants free from pests and disease.

Invoices

Our agency will send invoices for Water, Call out fees for tradesmen where the tenant is deemed responsible for the call out and damages if the occasion occurs where this is deemed necessary. The invoices are to be paid within 30 days of the Invoice date.

Non payment of the invoice by the due date will result in a Notice to Remedy Breach being sent to tenants for non payment. If two Breaches are sent for the same invoice due to non payment the Agency has the option to proceed with Court Action. Payment of Invoices is as per lease agreement

Keys - Loss & Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Light Fittings

At the commencement of tenancy the agency will ensure that all light bulbs are working. The tenant is responsible for the replacement of light bulbs during the tenancy and at the handover of the property at the end of the tenancy all light bulbs must be working.

Objects Causing Damage

Tenant(s) Signature: _____

The Tenant will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Lessor, any shed, container, above ground pool or other object likely to cause damage to the Premises or grounds forming part of the Premises.

Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

Plants (On Timber Flooring)

Plants or their containers are not to be placed directly onto timber floors or decking.

Plants (Removal)

The Tenant shall not cause plants to be added to or removed from the grounds without first obtaining written consent from the Lessor.

Pay TV

1. The parties acknowledge that if there is currently no pay TV service installed or connected to the Premises, The Tenant will not, without first having obtained the Lessor's approval in writing, have installed or connected to the Premises any pay TV service. Such approval shall be solely at the discretion of the Lessor.
2. At the end of the tenancy the Tenant will not remove the connection without the Lessor's approval.

Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

Pets - Indoors

1. In accordance with Clause 24 of the Standard Terms, where the Tenant is permitted in accordance with Items 17.1 & 17.2 to keep pets on the Premises, the Tenant agrees and confirms such pets will not be allowed in any of the indoor areas of the Premises.

Pets - Security

Security, with respect to pets shall be the responsibility of the Tenant.

Repairs & Maintenance - Notify Agent of Incomplete /Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent if in the Tenant's opinion the works are unsatisfactory or incomplete.

Repairs & Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing (emergencies excepted).

Any repair or replacement of broken/damaged items caused by the Tenant, must be repair/replaced to the same standard as was in the property i.e. Timber Venetian Blinds, Dark colour must be replaced by the same. Not a lighter or inferior product that is currently provided in the property (reasonable exceptions may apply).

Smoking

NO SMOKING by any Tenant or guest is permitted in the indoor areas of the Premises.

Swimming Pools (where applicable)

The Tenant must regularly maintain the pool and the pool equipment provided by the Lessor. No pool equipment shall be left in a common area which would deteriorate rapidly due to sun exposure. Excessive/rapid deterioration due to neglect of care will result in the cost of replacement to be borne by the Tenant. Pool covers (where provided) should be placed on the pool when not in use to help prevent evaporation.

Tenant(s) Signature: _____

The pool should be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor. The Tenant agrees to provide to the Lessor a written pool report as evidence of chemical stability and cleanliness upon vacating the premises.

Telephone Connection & Supply (New Premises)

The Tenant if requiring a new phone line connection to a brand new property will be required to establish an account with a provider. The provider will charge a new line install & connection fee which is to be paid by the tenant. Once the account has been paid, the Tenant is to supply the office with a copy of the bill for reimbursement by the owner for the new line installation only.

Vacating Premises (Notice)

The Tenant must give the Lessor two weeks written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

-----Vacating -
Cleaning

It is hereby noted and agreed that the Agent has the right to engage professional cleaners to clean the property, if the tenant does not clean the property back to acceptable standard, ie. As per the Entry Condition Report, within 24 hours of vacating the property. The cost of the professional clean will be borne by the tenant or deducted from the tenants bond monies.

----- Vacating -
Pets

The Tenant also agrees that if they have had a pet on the premises they must have property professionally treated internally & externally for fleas, and provide a receipt to the agent at the time of vacating.

Vacate – Bond Re Inspection

It is hereby noted and agreed that if the Agent is required to re attend a second time for vacate inspection the tenant will be charged an admin fee of \$33.00 Including GST. This admin fee applies each time the agency is required to attend further re inspections.

-----Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

-----Vehicles

(Unregistered)

The Tenant must not store any unregistered vehicle at the Premises without first obtaining the written consent of the Lessor/ Lessor's Agent.

Water Usage Charge - Excess Usage or Full Consumption Charges

1. Where Item 12.2 states 'Excess Only' and Clause 17(3) of the Standard Terms apply and the Tenant's water usage is more than a reasonable quantity of water determined in accordance with Section 169 (4)(a-e), the Tenant will be liable to pay for such excess.
2. The parties agree in terms of Section 169(4)(a-e) excess water will be deemed to have occurred when 3 months consumption exceeds 548 Litres Per Day as per the City Councils rateable period. All water used in excess of that amount will be paid for by the Tenant at the applicable rate charged by the relevant local authority from time to time.
3. Where Item 12.2 states 'Yes' and Clause 17(1) of the Standard Terms apply the Tenant will be invoiced for Full Water Consumption as per the City Councils rateable period at the applicable rate charged by the relevant local authority.
4. During the tenancy should the owner make the necessary changes to make the property water compliant and a Water Compliance Certificate is produced, the tenant will be required to pay the full water charges. This will be calculated as a pro-rata amount, based upon your daily usage indicated on the most recent rates notice and will be backdated to the date of issue of the Compliance Certificate.

Tenant(s) Signature: _____