

FLAGSHIP

RENTALS

*Your Home, Our Priority*

# TENANCY GUIDE

# FOREWORD

It is important for us at Flagship Rentals to ensure that the relationship with both the Landlord and tenant is preserved for the best possible outcome.

Our goal is to offer our landlords assurance that we will manage their investment with utmost care, while also assisting them in expanding their portfolios and mitigating risks. By handling day-to-day management, we enable landlords to concentrate on their own businesses, whatever they may be. This way, we aim to provide peace of mind and support their growth.

Simultaneously, we aim to secure accommodation for our tenants who will value and care for the homes as if they were their own. Our efforts are dedicated to matching the right tenant with the right property. Regular inspections and staying informed about government legislation requirements are essential to ensure the satisfaction of all parties involved.

It is important to us that we ensure the landlord and tenant understand the government legislation, making everyone safe and secure.

The driving force for me and my team is to match individuals with properties and to provide exceptional care for their valuable investments by constantly seeking ways to enhance our services.

Kind Regards,

*Harry Lather*

Director/Property Manager  
Flagship Rentals



# CONTENTS

## WELCOME 4

## ABOUT US 5

## MOVING INTO YOUR HOME 6

STEP A – Tenancy Application 8

STEP B – Tenancy Agreement and Bond 8

Tenancy Agreement 4

Bonds 5

STEP C - All About the Money 9

STEP D – Move In 10

Utility Connections 10

Movinghub 10

Fast Connect 10

Powerswitch 10

Internet and Fibre 10

Entry Inspection 10

Provision of Keys and Security Devices 11

Keys Acknowledgement 11

Making Copies Changing Locks 11

Missing Keys 11

Damaged Lock 11

## TYPES OF TENANCIES 12

Types of tenancies 13

Fixed Term Tenancy 13

Periodic Tenancy 13

## NOTICE PERIODS 15

Tenants 15

Landlords 15

## TERMINATION

Termination through the Tenancy Tribunal and Exceptions 16

Rent Arrears 17

Damage 17

Assault 17

Anti-Social Behaviour 17

## RENTS & OUTGOINGS 19

Rents 19

Outgoings 19

## RENT REVIEWS 19

## RESPONSIBILITIES OF THE TENANT 20

Tenants “Must Do” List 20

Tenants “Must Not Do” List 21

## INSPECTIONS 22

Access to the Property Manager 22

Presence of Tenant 22

Reinspection 22

## MAINTENANCE 24

Repairs and Maintenance 24

Your Maintenance Responsibilities 24

Grounds and Gardens 25

Rubbish & Recycling 25

Guttering 25

Indoor Plants and Aquariums 25

In the Kitchen 25

Mould and mildew 26

Preventive Measures 26

How to remove mould? 26

Fixtures, Fittings and Picture Hooks 27

Pest control / infestations 27

Carpet Stains 27

Others 27

## MOVING OUT 28

STEP A – Tenancy Notice 29

STEP B –

Vacant Possession & Exit Inspection 29

STEP C – All About Money 29

Refunding the Bond 29

Dispute in Bond Refund 29

Transfer of Bonds 29

## CLEANING CHECK LIST 30

Inside the Property 30

Outside the property 30

# Congratulations!



Your application for a tenancy with Flagship Rentals has been approved and we are excited to be able to serve you as our tenants. There are many things that you might not be familiar with and this tenancy handbook will act as a guide for a smooth and enjoyable tenancy.

Tenancies are built on relationships between the landlord and the tenant who are in essence partners in this journey that is based on mutual respect. We hope to make your journey memorable with your cooperation and

participation. The handbook will provide key details that you may need to know to ensure that you as a tenant know your responsibilities and are able to make sure that you fulfil your responsibilities. If you have a good tenancy, it can serve as a reference for your future attempt at tenancies. We often get requests from other agencies for a tenant reference and we would like to give you an awesome reference which you can get if you fulfil your responsibilities as a tenant.

If you have any questions, please contact your Property Manager at Flagship Rentals. Helpful contact details are available at the back of this booklet.

# ABOUT US

Harry Luther opened RE/MAX Flagship in 2022 with a goal to be recognised a top-of-mind real estate agency servicing the Hamilton market.

The team's point of difference is a merging of skill sets, and combined expertise and knowledge.

Residential property sales and property management, commercial property sales and leasing, and projects form the basis of an extensive offering.

Harry's own specialisation extends to projects and developments, house and land packages, and working with developers and building companies. Property finance and business acumen are also in his pedigree.

His experience, knowledge and leadership translate into extraordinary real estate experiences for RE/MAX Flagship clients. They also create an environment where individuals on the team can broaden their skillset and grow their own business.

Located at Victoria Street, Central Hamilton, RE/MAX Flagship provides high-quality real estate services to the Hamilton community while being part of the largest real estate group in the world.

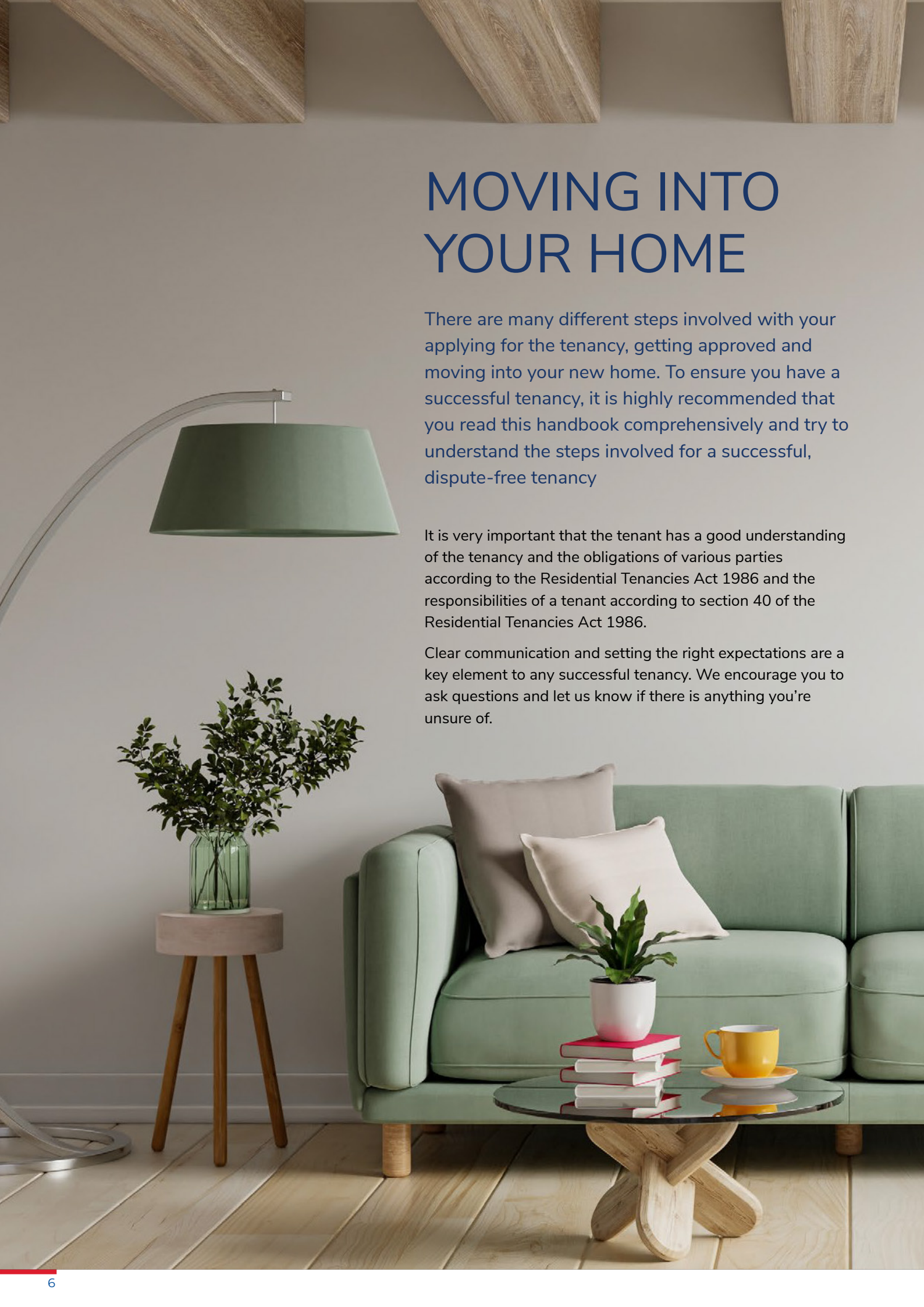


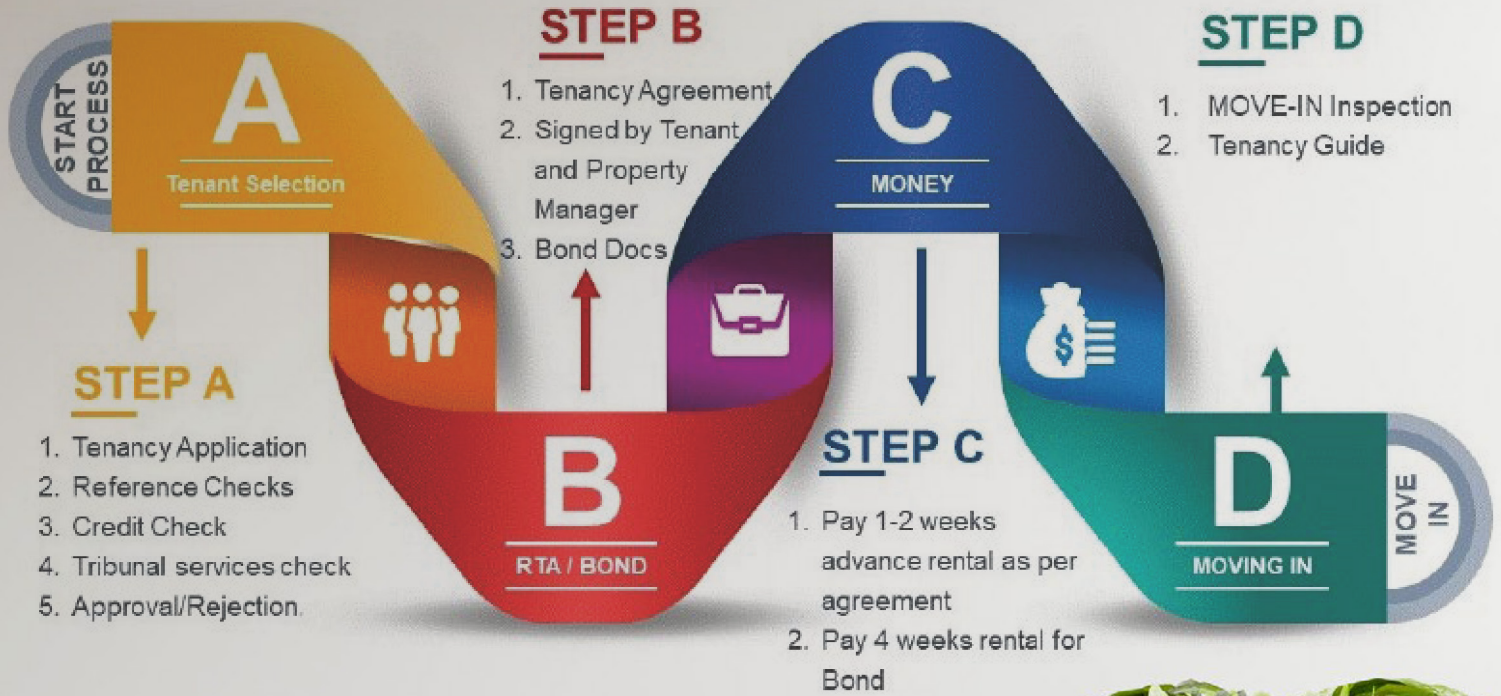
# MOVING INTO YOUR HOME

There are many different steps involved with your applying for the tenancy, getting approved and moving into your new home. To ensure you have a successful tenancy, it is highly recommended that you read this handbook comprehensively and try to understand the steps involved for a successful, dispute-free tenancy

It is very important that the tenant has a good understanding of the tenancy and the obligations of various parties according to the Residential Tenancies Act 1986 and the responsibilities of a tenant according to section 40 of the Residential Tenancies Act 1986.

Clear communication and setting the right expectations are a key element to any successful tenancy. We encourage you to ask questions and let us know if there is anything you're unsure of.







## STEP A – Tenancy Application

The Step A in the moving in process involves the tenancy application to Flagship Rentals who will then evaluate your application, make the reference checks and complete the processes to determine if your application has been successful.

The tenancy application can be filled up online or by completing the Residential Tenancy Application Form.

## STEP B – Tenancy Agreement and Bond

### Tenancy Agreement

A tenancy agreement outlines what the landlord and tenant have agreed to. The landlord and tenant must sign the tenancy agreement and the landlord must give the tenant a copy before the tenancy begins. This is a legally binding contract. Our tenancy agreement complies with the requirements of the Residential Tenancies Act 1986.

Your tenancy agreement can be for either a Fixed Tenancy or a Periodic tenancy. Please refer to the section on “Types of Tenancies, Notice Periods and Termination” of this guide for more details.

Please note that any changes in legislation will usually over-ride the tenancy agreement unless otherwise stated by the legislation. Example: Prior to 11/02/2022, tenants must give 21 days’ notice to end the periodic tenancy and this might be stated in your agreement. However even if that is the case, tenants are required to provide a 28 days’ notice as per the changes in legislation.

### Bonds

The bond is money held by Tenancy Services as security to your landlord to protect them in case of unpaid rents, damage to their property OR for any claim(s) relating to the tenancy. The bond amount can be up to a maximum of four (4) weeks rent and it is lodged by filling up a bond lodgement form.

You will need to complete a bond lodgement form and have it signed by everyone who signed the tenancy agreement. The same people who sign the bond lodgement form need to sign the bond refund form when the tenancy ends. Once the Bond has been lodged with the Tenancy Services, a confirmation of bond lodgement is provided by Tenancy Services, a copy of which will be forwarded to you for safe keeping.

Tenants who have looked after the house, paid rent in full, and paid any amounts owing should get a refund of their bond when the tenancy ends.



## STEP C - All About the Money

It is important that due attention be given for money matters.

Prior to a “Move In”, the tenant is required to provide the following payments

- Bond:  
Amount equivalent to four (4) weeks rent
- Advance Rent: One (1) or two (2) weeks rent - depending on your agreement
- The Payment for these amounts is to be made as follows
  - Bank Account Number:  
**01-0286-0963944-02**
  - Please state your name under “Reference” in your payment transaction when making a payment or fund transfer.
  - Under “Particulars” in your payment transaction, please state **RENT** (if payment for advance rent) or **BOND** (if payment is for Bond)

Please note that until the money matters have been addressed, your tenancy agreement cannot be enforced as you did not meet the conditions and you will not be allowed to move in. Please ensure that all money matters are settled well in advance to avoid any delay and inconvenience.

Rent must always be paid in advance - this applies to regular rent payments as well as the rent in advance due before moving in. Any delays of 5 days or more will put your rent in arrears and a 14-day notice will be issued to you so that you may remedy the breach. Failure to remedy the breach may allow to file for a termination as explained under the section “Types of Tenancies, Notice Periods and Termination” of this guide.

We have a strict no cash policy. Your payments can be done by electronic transfer through internet banking. Your rent in advance and Bond deposit of an equivalent amount to four (4) weeks rent needs to be in our account prior to the start of tenancy or within seven (7) days of signing the tenancy agreement, whichever comes first.

## STEP D – Move In

You are now ready to move in at the date agreed between you, as the tenant, and the landlord and as confirmed in writing in your tenancy agreement.

Before you move in, Flagship rentals will do a move-in inspection, send you a Tenancy Guide and inform you of your responsibility to arrange for the connection of power, gas, phone, internet, etc in your name. On the move in day we will organise for you to receive the keys to the property.

### Utility Connections

Most tenancy agreements indicate that it is the tenants responsibility to pay for all utilities including: power, gas (if available), and internet. It is recommended that you make arrangements for these to be transferred to your name early to avoid any delays in connections and possible issues with disconnections and associated fees.

#### Movinghub

They make your task simple and effortless while giving people the opportunity to save money by finding plans better suited to their needs for utilities.

Website: [www.movinghub.com/for-your-move](http://www.movinghub.com/for-your-move) Tel: 0800 668 369

#### Fast Connect

An efficient moving service to assist you in connecting to the utilities that our require.

Website: [www.fastconnect.co.nz](http://www.fastconnect.co.nz)  
Tel: 0800 885 599

#### Powerswitch

It is a free and independent service that helps you work out which power company and pricing plan is the cheapest for you.

Website: [www.powerswitch.org.nz](http://www.powerswitch.org.nz)  
Tel: 0800 266 786

#### Internet and Fibre

There are many service providers to choose from in New Zealand. Broadband Compare will let you compare the broadband plans and internet service providers.

Website: [www.broadbandcompare.co.nz](http://www.broadbandcompare.co.nz)  
Tel: 0508 226 672

### Entry Inspection

Property inspections are important for a healthy rental and a good relationship between landlord and tenant. Besides regular routine inspections, an entry inspection is important to document and establish the condition of the property at the start of the tenancy.

Your property manager will complete the entry inspection report and send you a link to the report. As a tenant, you must check the report to determine its accuracy. You can add comments and additional photos to the report if you find anything we have missed.

The entry report is a reference for property managers to determine if there are any issues or damages to the property during routine periodic inspections and the exit inspection when you complete your tenancy. Inspections help resolve any controversies regarding damages and tenants' responsibilities towards maintenance of the property.

### Keys and Security Devices

Please be aware that the keys for the property are provided to you on the day that your tenancy commences. We cannot issue any keys earlier than the start date of the tenancy, for legal and security reasons.



## Provision of Keys and Security Devices

You will be provided a set of keys and other security devices (such as garage remotes and pass cards). Check all the keys and security devices to the house provided by the property manager are working properly.

It is your responsibility to test and ensure that the keys provided work effectively right from the start. If keys or security devices go missing or are damaged after the start of the tenancy, a replacement fee of up to \$250 may be charged.

### Keys Acknowledgement

You will also need to sign a Keys Form to acknowledge the acceptance of the keys and security devices. You should keep a copy of this form in your records as it will be useful when moving out at the end of the tenancy.

### Making Copies, Changing Locks

Should you wish to copy keys and/or security devices, it is important to note that you will require the written permission of the property manager and we will need them back at end of tenancy. If for any reason you need to change the locks you will require written permission from the Property Manager and once changed, you will need to provide a full set of keys and security devices to your Property Manager.

### Missing Keys

If you have misplaced your keys, lost them or broken them during office hours, you may come to our office to borrow our office set of your keys by placing a \$100 deposit for keys alone and a \$250 deposit if it is for both keys and security devices. You are required to call the Property Manager before making your way to the office to ensure that there will be someone available to serve you. If you have misplaced your keys after hours, you may call a locksmith to assist you back into the property at your own cost.

### Damaged Lock

Any locks that get damaged or malfunction that need repairs will be attended to promptly in the absence of an alternate entry point. If an alternate entrance to the property is available, the repairs will be done on the next working day. You may call a locksmith on your own accord at any time and at your own cost, but you must inform the property manager of such an incident.

# TYPES OF TENANCIES

There are various types of tenancies including two main types namely periodic tenancy and fixed-term tenancy.



## Fixed Term Tenancy

A fixed-term tenancy agreement lasts for a set amount of time that is more than 90 days – for example, 1 year. There is no maximum length for a fixed-term tenancy. You must include the length on the tenancy agreement and the date the fixed-term ends.

You can only give notice to end a fixed-term tenancy early if the landlord and tenant both agree.

Once the fixed-term ends, the fixed-term tenancy automatically becomes a periodic tenancy unless:

- the landlord and tenant enter into a new tenancy agreement or agree to extend, renew or end the existing tenancy agreement, or
- the tenant gives the landlord written notice of their intention not to continue with the tenancy. This notice must be given between at least 28 days before the end date of the fixed-term tenancy, or
- a landlord gives notice to end the tenancy using one of the reasons listed in the Act for periodic tenancies.

A fixed-term tenancy cannot be ended before its expiry date, and the owners are within their rights to refuse permission for tenants to break the tenancy.

In the event the landlord agrees to early termination, the tenant is still liable for a “break fee” as follows

- paying rent until the property is re-tenanted
- costs incurred to re-tenant the property
- maintenance costs until the property is re-tenanted

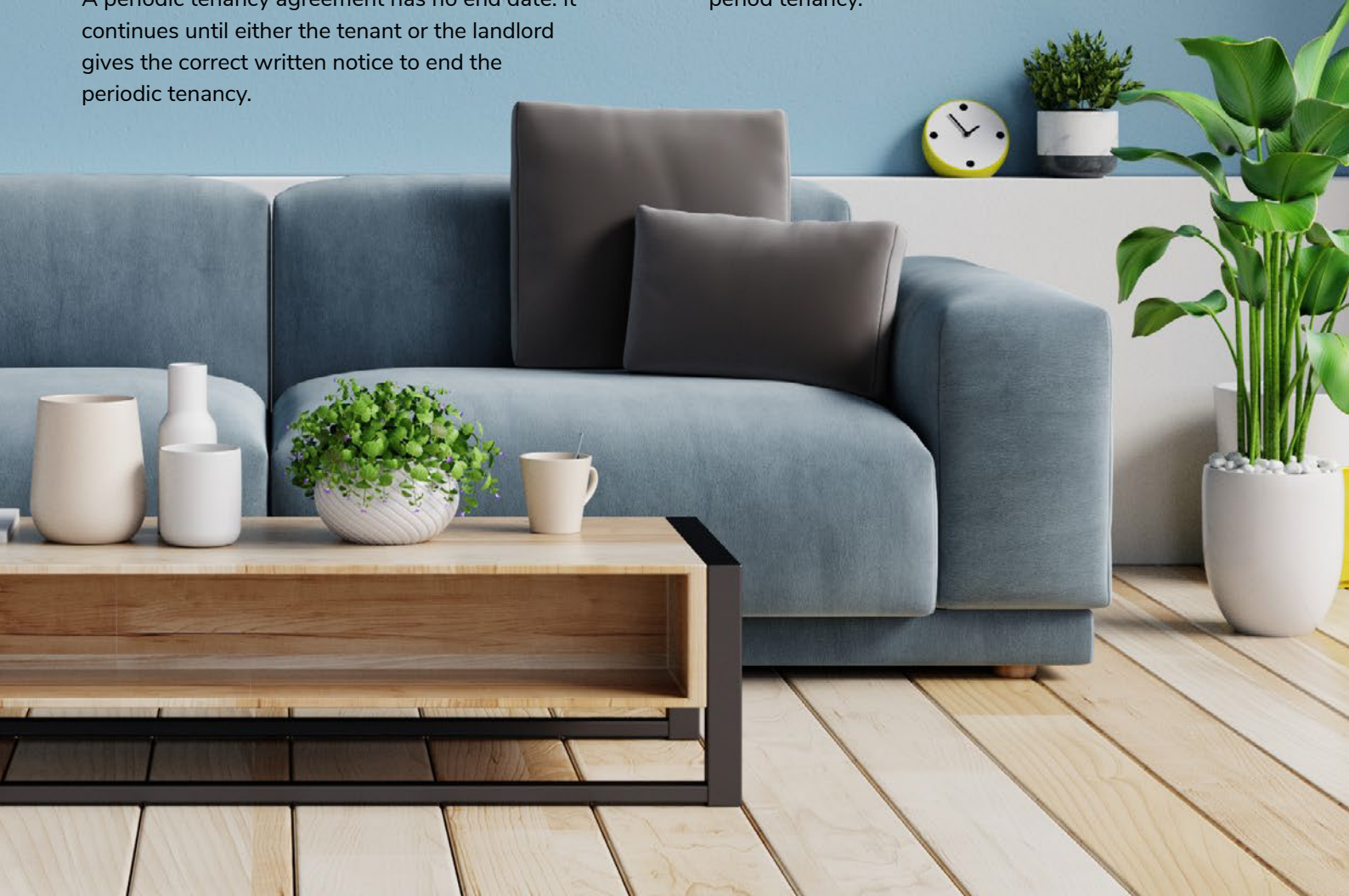
Breaking a fixed-term tenancy is a costly experience and its best to work with your property manager to obtain best outcomes.

## Periodic Tenancy

A periodic tenancy can start if a landlord and a tenant agree to it in the tenancy agreement.

A periodic tenancy agreement has no end date. It continues until either the tenant or the landlord gives the correct written notice to end the periodic tenancy.

If a fixed-term tenancy is coming to an end and neither party gives the correct notice, the fixed-term tenancy automatically becomes a period tenancy.





# NOTICE PERIODS

## Tenants

A tenant is required by law to notify their landlord in writing stating that they want to end the tenancy. Tenants are liable for rent up to the last day of the notice period.

### Fixed Term Tenancy

If you're a tenant and choose to not continue the tenancy after the fixed term ends, you must give written notice to the landlord within the effective period, which starts on the 90th day before the fixed-term expiry and ends on the 21st day before the fixed-term expiry.

### Periodic Tenancy

You must give at least 21 days' written notice to end the tenancy unless the landlord agrees to a shorter time. This agreement should be in writing.

If a landlord gives you 90 days' written notice to end the tenancy and you want to move out sooner, you must still give the landlord at least 21 days' written notice.

If there are multiple tenants named on the tenancy agreement, and one of the tenants gives the landlord written notice, this ends the periodic tenancy for all tenants.

## Landlords

Landlords can give written notice to end a tenancy. The amount of notice required depends on both the type of tenancy and the reason they are ending the tenancy.

### Fixed Term Tenancy

If you're a landlord and choose to not continue the tenancy after the fixed term ends, you must give written notice to the tenant within the effective period, which starts on the 90th day before the fixed-term expiry and ends on the 21st day before the fixed-term expiry. The landlord does not need a reason if they decide to not continue with the tenancy.

If your fixed-term tenancy started on or after 11 February 2021 and ends on or before 30 April 2025, you will need to give appropriate notice in accordance with the requirements prior to the 2024 changes.

### Periodic Tenancy

Landlords can give 90 days notice to end a periodic tenancy with no reason given. However, it must not be given in retaliation.

Landlords can end a periodic tenancy with 42 days notice if any of the following apply:

- the owner, or their family member, requires the property to live in as their main residence within 90 days of the tenancy ending and remain for at least 90 days
- the property is needed for the landlord's employee or contractor. The property must usually be used or have been obtained for this purpose and this is stated in the current tenancy agreement; or
- the property has been sold with a requirement to give vacant possession under an unconditional sales agreement.

# TERMINATION

## Termination through the Tenancy Tribunal and Exceptions

Landlords have the option of applying to the tenancy tribunal to end a tenancy for various reasons such as when the rent is more than 21 days in arrears, or the tenant has caused or threatened to cause substantial damage to the house, or the tenant has assaulted, or threatened to assault, the landlord, the landlord's agent or a member of the landlord's family, or the landlord or tenant has not acted upon a 14-day notice to remedy and several other reasons.

## Rent Arrears

The landlord may file for a termination of the tenancy agreement if on the date of the application, the rent was at least 21 days in arrears. In case of a periodic tenancy, the tenant must have on three separate occasions within a 90-day period the rent has been late for at least 5 working days; and on each occasion the landlord gave the tenant written notice advising the tenant of the arrears and number of notices issued; and if the application is made within 28 days after the third notice.

## Damage

The landlord may file for a termination of the tenancy agreement if the tenant has caused, or has permitted any other person to cause, or has threatened to cause, substantial damage to the property.

## Assault

The landlord may file for a termination of the tenancy agreement if the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault the landlord or any member of the landlord's family, the owner of the premises or any member of the owner's family, any agent of the landlord including a property manager, and any occupier of any building of which the premises constitute a part or any neighbour of the premises or of any building of which the premises constitute a part.

There is an exception to the requirement that the landlord applies to a tribunal for termination of tenancy for assault. A landlord may terminate a fixed-term or periodic tenancy by giving at least 14 days' notice to the tenant if the tenant has physically assaulted the landlord, the owner, a member of the landlord's or owner's family, or the landlord's agent; and if a charge has been filed in respect of the physical assault against the tenant by or on behalf of the Crown.

## Anti-Social Behaviour

From 11 February 2021, landlords can apply to the Tenancy Tribunal to end a periodic tenancy on the grounds of anti-social behaviour if a tenant (or a person in the premises with the tenant's permission) displays anti-social behaviour, the landlord can issue a notice. If anti-social behaviour occurs on three separate occasions within a 90-day period, the landlord can then apply to the Tribunal for termination of the tenancy within 28 days of giving the third notice to the tenant.

Anti-social behaviour means harassment; or any other act or omission (whether intentional or not), if the act or omission reasonably causes alarm, distress, or nuisance that is more than minor.

The Tenancy Services has provided some general examples of anti-social behaviour.

- loud, aggressive behaviour by tenants towards the neighbours or to each other if it reasonably causes alarm or distress to others
- parking across a shared driveway repeatedly, especially if someone is not readily available to move the vehicle
- leaving rubbish in shared areas/footpaths
- the longer that it is not removed and the more dangerous or smelly the rubbish is, the more likely this will be viewed as anti-social behaviour that is more than minor
- noise control callouts where a problem has been found
- any intimidating behaviour, including 'hate speech' expressing hate or behaviour that encourages violence towards someone based on race, religion or sexual orientation
- invasion of privacy by, for example, peeping or peering into someone's home, including via CCTV, or loitering on someone else's property
- graffiti or other damage to a neighbour's property or public property



0	1.83
	1.2

20.6	55.62
2.73	0.13

# RENTS & OUTGOINGS

It is the responsibility of the tenant to ensure that all weekly rents and outgoing charges such as water consumption charges and other be paid on time as per the terms of the tenancy agreement.

## Rents

Rent is paid in advance for the week as it is the obligation of a tenant to pay their rent before it becomes due. While paying your rent by transferring the weekly rental through a bank transaction, you will need to provide the following details in your banking transaction.

Your Name  
(e.g. Joe Blogs)

The particulars  
(RENT if rent is being paid)

Rent in advance is similar to paying for an item prior to its use or paying for the usage of the property before you utilise it as your accommodation.

## Outgoings

Depending on the area you live in, you may be invoiced for outgoing charges such as water consumption and given 3 weeks credit before your outgoing charges are due. It is your obligation as a tenant that you pay your outgoing charges delivered to you as invoices before or on the due date.

While paying your outgoing charges by transferring the monthly amount through a bank transaction, you will need to provide the following details in your banking transaction.

Your Name  
(e.g. Joe Blogs)


The particulars  
(BILL if an invoice is being paid)

# RENT REVIEWS

Rent increases are limited to one increase for every twelve (12) months of tenancy. For both fixed-term and periodic tenancies, landlords can only increase rent:

- 12 months after the date the tenancy started
- provided the increase is not within 12 months from when the last increase took effect.

In the event of a requirement to increase the rent based on market conditions, we will give the tenant at least 60 days' written notice of a rent increase. The notice will be served in writing, it will say how much the rent is being increasing to and the day, month and year when the increased rent is due. Rent reviews generally occur at tenancy renewal time but may also occur during tenancies if the conditions are met. The rents are usually adjusted in accordance with market conditions.



# RESPONSIBILITIES OF THE TENANT

All landlords and tenants have responsibilities under the Residential Tenancies Act 1986.

## Tenants “Must Do” List

When renting a property, tenants need to need to fulfil their responsibilities. Some of the main responsibilities are listed below.

- pay the rent on time (the tenant should not withhold rent even if they think that the landlord is breaching the tenancy agreement)
- keep the property reasonably clean and tidy
- let the landlord know about any damage or repairs straight away
- replace smoke alarm batteries during the tenancy to keep them in working order and advise the landlord if there are any problems with the smoke alarms
- Fix any damage they or their visitors cause on purpose or by being careless, or pay someone to fix it. If tenants damage a rental property as a result of careless behaviour, they are liable for the cost of the damage up to four (4) weeks rent or the insurance excess, whichever is lower
- pay for all charges that are exclusively attributable to the tenant’s occupation of the premises such as telephone, electricity, gas, and internet
- pay for water supplier charges based on consumption (if water is metered in the area)
- make sure that the number of people living in the property does not exceed the amount the tenancy agreement allows excluding visitors
- use the property mainly for residential purposes rather than business activities
- give 21 days’ notice to vacate tenancy
- let the property manager show prospective tenants, real estate agents, buyers or valuers through the property in a way that suits the property manager and tenant
- leave the property at the end of tenancy and
- take away all their belongings
- the property should be clean, tidy, and clear of rubbish
- give back all keys, access cards and garage door openers and any other security devices
- leave all items that were supplied with the tenancy.



## Tenants “Must Not Do” List

At times especially when in dispute, some of the main things that the tenant is not allowed to do is listed below

- stop the landlord coming into the rental home when the “Act” says they can
- remain at the property after the tenancy has ended. [21](#)
- stop paying rent if the landlord hasn’t done repairs
- damage the premises or let anyone the tenant has allowed on the premises damage the property, whether it be on purpose or carelessly
- disturb the peace, comfort or privacy of other tenants and neighbours with antisocial or threatening behaviours, or allow anyone else who is in the rental home with their permission to do so
- make any alterations to the property, renovate the building, change it or attach anything to it unless this is in the tenancy agreement or the landlord agrees in writing and provides written consent
- use the property for any unlawful purpose, do anything illegal or let anyone else do anything illegal at the property
- interfere with any means of escape from fire – for instance by removing or disconnecting a smoke alarm
- have more than the maximum number of occupants listed in the tenancy agreement.
- transfer the tenancy to someone else, unless the landlord agrees in writing
- threaten or assault, or permit any other person to threaten or assault, the landlord, or any member of the landlord’s family, or any agent of the landlord, or another building occupant or neighbour
- change the locks without getting permission and consent from the property manager

Both landlords and tenants are responsible for making sure the tenancy agreement is in writing, keeping their contact details up to date and not changing the locks without permission. If you are in a unit title property (e.g., an apartment or townhouse), you must also follow the body corporate rules.

# INSPECTIONS

Regular property inspections are important for a healthy rental and a good relationship between landlord and tenant. Inspections may be routine inspections, Entry inspection (refer section on Moving into your home) and Exit Inspection (Refer the section on Moving Out). At the inspection we will check that you are maintaining the property in good order and identify any repairs necessary for the upkeep of the property.

## Access to the Property Manager

The property manager can enter the property for inspections provided a notice of inspection has been given at least 48 hours before the inspection and not more than 14 days in advance.

Inspections can occur between 8am and 7pm for rental properties with a maximum frequency for inspections is once every four weeks. In RE/MAX, our property managers typically carry out routine inspections every three (3) months.

## Presence of Tenant

The tenant doesn't have to be present during inspections, but we generally ask tenants if they want to be present during the inspection. If the tenant chooses to be present, ask them to leave a note of any specific things they want you to look at. This can help alert you to any maintenance issues.

## Reinspection

During a routine inspection, the property manager may come across damage or maintenance issues of the property. These are usually discussed with the tenant and a plan of action is agreed and the tenant may be required to carry out remedial action such as repairs, cleaning, maintenance and others.

If the tenant has agreed that they will carry out remedial action such as repairs, cleaning, maintenance and others by a certain date, then the property manager can reinspect the property provided a notice of inspection has been given at least 48 hours before the inspection and not more than 14 days in advance.





# MAINTENANCE

The property manager will endeavour to keep your properties well maintained and you can help by talking to us about repairs and maintenance that may be required on the property.

## Repairs and Maintenance

If there is a requirement for any maintenance or repairs, you need to tell your property manager right away and always in writing. While you can contact the property manager on his mobile phone, send text messages but it should always be followed up in writing and send as many details as you can including photos, if possible, as this helps create a permanent record of the maintenance request.

The contact details of RE/MAX and its property managers are available on the back cover.

## Your Maintenance Responsibilities

As a tenant, you are responsible for the general upkeep and maintenance of the property keeping it in a reasonably clean condition. Replacement of light bulbs, broken glass and fuses are to be replaced by the tenant at their own expense. Please note if a fault or repair is found to be due to carelessness, incorrect use or wilful damage by the tenant the repair cost will be the responsibility of the tenant.

If an emergency repair is required, please call or text your Property Manager immediately. Any maintenance arranged by the tenant themselves will be at the tenant's expense unless prior approval of the property manager has been obtained in an extreme emergency

Some of the responsibilities of a tenant for general upkeep and maintenance are outlined on the following pages.



## Grounds and Gardens

You are responsible for maintaining the grounds, lawns and gardens so that these are kept in a reasonably clean and tidy condition. Please ensure that lawns are regular mowed and edged, keeping them neat and tidy at all times. Storage of items such as car parts, tyres, lawn clippings, as well as other waste material that can easily be considered rubbish or general junk is strictly prohibited;

Please ensure any rubbish is regularly removed from the property. It is important that at no time can cars or any type of vehicle be parked on any lawns, gardens or any area not created for, or designated as a vehicle parking area.

Damage to lawns and landscaping can be costly and all costs incurred to remedy the situation will be charged to tenants in full.

## Rubbish & Recycling

Please make sure that any rubbish on the property must be regularly removed and disposed of properly. This may include items like furniture, car parts, tyres, lawn clippings and garden waste as well as other items that can easily be considered rubbish or general junk.

General household rubbish, waste and recycling must be removed weekly from the property or otherwise as required. If the property manager finds an accumulation of rubbish or general junk, you will be asked to remove it immediately failing which the property manager will arrange for rubbish/ junk movers to remove at the tenants cost.

## Guttering

Gutters need to be monitored and should be cleaned out at least once a year to remove leaves and debris. Sometimes gutters can get blocked and this is visible through overflow of gutters or presence of mould or dampness near the gutters. Advise your property manager if the gutters need cleaning out.

## Indoor Plants and Aquariums

Please keep pot plants outside where possible. Indoor plants can be kept inside on the condition that they are placed on a hard surface. Pot plants can leave circular indents, stains or damage so please ensure that this is monitored and cleaned regularly.

Do not put pot plants on carpet areas as you can run the risk of carpet rot underneath should moisture overflow or escape the containers placed underneath. Like pot plants, aquarium stands can leave rust marks to the floors and can cause carpet rot if placed on carpets.

Furthermore, if placed on carpets the weight of the aquarium filled with water may cause permanent indentations and damage to the carpet.

## In the Kitchen

Tenants must keep the kitchen clean regularly. Please ensure that chopping boards are used on bench tops to avoid any damage or cut marks. The bench top must be inspected to see if there is any damage to the bench top joints, grouting or silicon sealing to determine if there is any moisture damage.

Please ensure that stove tops, grills and ovens are kept free of burnt on food. Food, crumbs and spills when left long enough become burnt on making them very difficult to remove. Please take care if using scourers as these may scratch and cause damage. Please ensure any vents and range hood filters are free of grime build up.

Cupboard shelving, doors, doorframes and inside drawers/cutlery trays should be cleaned regularly. Dishwashers provided as part of your tenancy need to be cleaned on a regular basis and any build-up of food remains need to be removed. Filters inside the dishwasher need to be regularly cleaned.

## Mould and mildew

In many New Zealand households, it is not unusual to find mould and mildew. There are some conditions that are necessary such as presence of mould spores, surfaces that can support growth of moulds and a presence of moisture and dampness.

Ideally, the build-up of moisture and dampness in the interior of the home can be reduced and even eliminated by balancing the need of heating with ventilation. A dry, well-aired home is easier to heat and healthier for you and your family.

The removal and containment of mould and mildew are the responsibility of the tenant.

## Preventive Measures

While it is important to take preventive measures all year round, please be aware that mould and mildew problem are most prevalent during autumn and winter. Keep your home well aired and ventilated so that there is minimal or no build-up of mould and dampness.

Although not exhaustive, some measures that will promote a dry and well-aired home include keeping your doors and windows open for long stretches or whenever you are home. Drying of clothes outside, clothes dryer with an external vent, use of extractor fans in kitchens and bathrooms, wiping off condensation when it appears, letting the sunlight in as much as possible, having cross-ventilation, using heaters and heat pumps and taking care not to store damp or wet items in the interiors of the house.

## How to remove mould?

In order to protect yourselves from the health hazards of mould, you must attempt to remove the mould as soon as it appears.

You can use diluted household bleach (one part bleach mixed with three parts water), or a less abrasive cleaner like cider vinegar that needs to be left on the mould for a few days. Using a clean sponge or cleaning material such as a cloth when washing off mould and rinse it often to reduce the risk of it spreading. Please make sure that you use the necessary safety equipment such as gloves, eye protection and an appropriate safety mask when handling cleaning chemicals.

Please ensure that all rooms are kept adequately ventilated to avoid problems associated with condensation, causing mould and possible health problems.



## Fixtures, Fittings and Picture Hooks

If you wish to install or remove any fixtures or fittings, you must request this beforehand in writing from the property manager.

If you wish to install any new picture hooks, please let us know in writing providing details of the type of hooks you plan to use. Please ensure that the hooks are appropriate for the type of walls that are in the property. We will let you know in writing before you are allowed to install appropriate picture hooks.

Any damage caused will be a tenant's responsibility to remedy at their cost. Do not use any type of 'Blu-Tack' (or similar products), sticky tape or dress making pins to hang or place pictures tape on walls or ceilings as it will damage the paint or wall paper. Removal of these items at a later stage usually causes damage to the walls.

## Pest control / infestations

It's important to do your best to make sure your home stays pest-free. As the tenant you are responsible for ensuring that the property remains vermin and pest-free throughout your tenancy

If you have pest infestation problems, you should consider whether there are cleanliness issues to address that may be causing the problem. If the cause does not appear to be related to cleanliness you could discuss the problem with your Property Manager as soon as possible to determine if eradication or fumigation is necessary.

Tenants have an obligation to keep the premises reasonably clean and tidy and if infestations are attributed to a lack of cleanliness, fumigation work done at the tenants' cost.

## Carpet Stains

It is quite understandable that in a household, accidents may happen such as spills or staining of the carpet, these can be prevented with immediate action. As soon as the incident occurs pour cold water onto the spill to dilute it and press down firmly with a dry towel. DO NOT RUB.

If after repeating this process three times and the stain has not been removed, please contact a professional carpet cleaner and your Property Manager as soon as possible. Substances such as grease, oil, felt pen, hair dye, coloured drinks and others, will need your immediate action to avoid permanent damage.

## Others

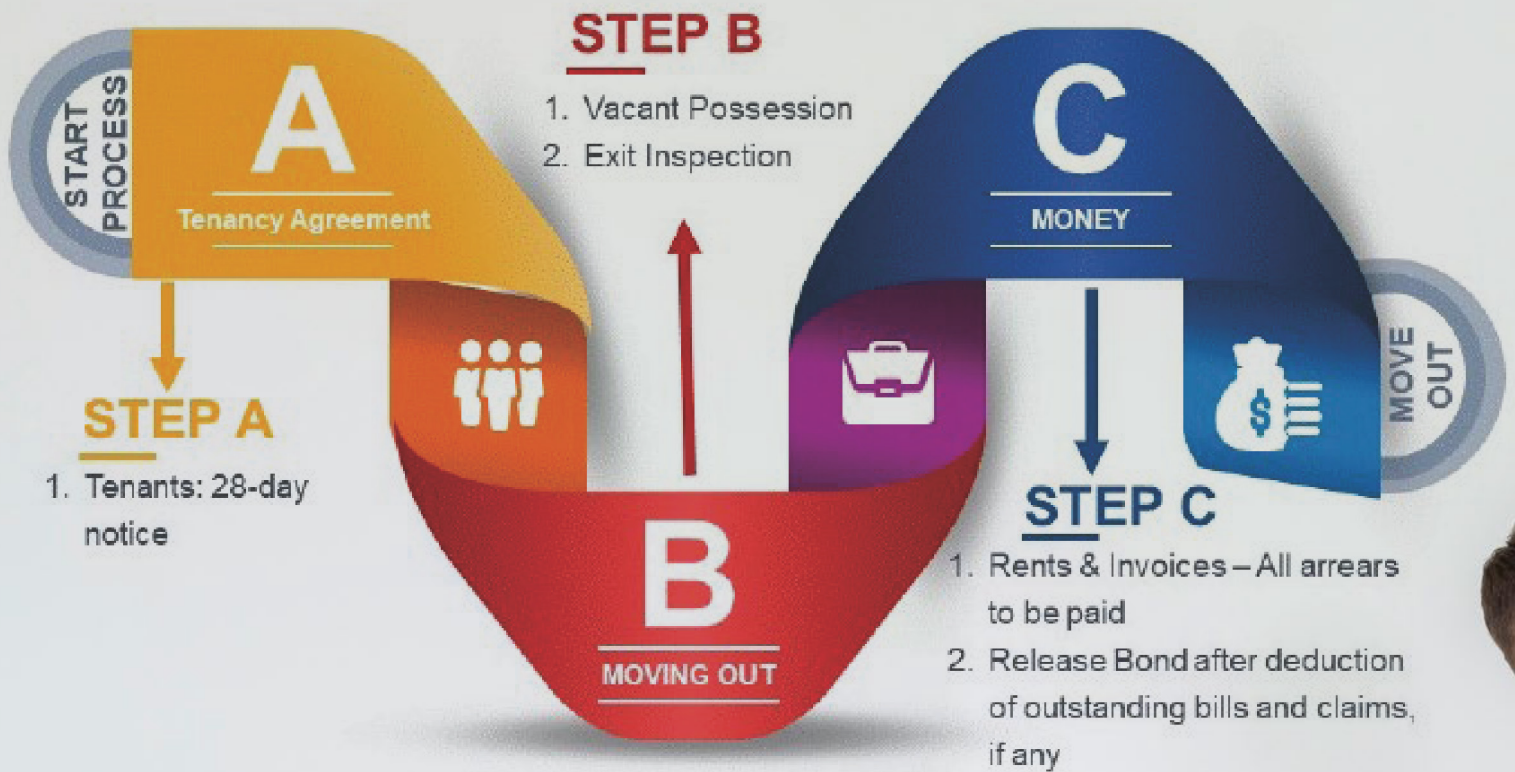
There are many other areas that need regular maintenance by the tenant and things that you should avoid. Tenants should not paint any part of the property as if it isn't painted to a professional standard, we might get a professional painter to rectify the work at the tenants' cost.

It is expected that the tenant will keep reasonably clean at all times and pay particular attention to electrical fittings, skirtings, doors and doorways, cobwebs, curtains/blinds are secured, cleaned and dusted, windows/sills/ window tracks and fly screens, floors regularly swept and mopped, carpets are regularly vacuumed and all stains/marks on carpets cleaned immediately upon occurring. Please ensure that all tiles are kept free from grime, soap scum and mould by using appropriate cleaning products.

# MOVING OUT

Please be aware that you are responsible for paying all rents, out-goings and maintenance till we receive the keys and any security devices such as remotes given to you. Please be well organised and plan your move as it takes a lot of effort to move.

The property manager may contact you to make arrangements to start showing prospective tenants through the property ahead of your departure and you are required to oblige.



## STEP A – Tenancy Notice

If for any reason that the tenant decides to vacate the tenancy, the tenant is required to serve a 28-day notice to the property manager. A 28-day notice period is required for both periodic tenancies and fixed-term tenancies (28 days prior to expiry of fixed-term).

## STEP B – Vacant Possession & Exit Inspection

An appointment to take vacant possession and conduct an exit inspection will be arranged. Once all the tenant has vacated, the tenants' possessions are removed, the keys and security devices returned and the tenant has declared that the property is ready for inspection, the property manager will go through the property and use the entry or last inspection report to check that nothing is damaged or broken.

Some general wear and tear is to be expected but intentional damage is not. Some or all of the bond can be claimed for anything needing to be rectified by the tenant relating to the tenancy, such as unpaid rent, damage to the property, missing items and insufficient cleaning or gardening maintenance.

## STEP C – All About Money

### Refunding the Bond

When the inspection has been completed, all arrears have been paid, and damages sorted, the bond refund form is to be filled out and signed by both tenant and Property Manager, and sent to the Tenancy Services for a refund.

Refunds are made by direct credit, and New Zealand bank account numbers must be supplied on the bond refund form. Please note that bond refunds usually take up to 2-3 working days to process.

### Dispute in Bond Refund

If the tenant and the Property Manager cannot agree on the amount or costs that should be taken out of the bond, then either the tenant or the Property Manager (or both) can make an application to the Tenancy Tribunal

### Transfer of Bonds

A completed and signed bond transfer form can be used to transfer the bond money from an old tenancy to a new one. The form must be signed by both the old and new Property Managers.



# THE TENANCY SERVICES

Tenancy Services is part of the Ministry of Business, Innovation and Employment (MBIE).

Our work supports MBIE's goal to grow New Zealand for all. This is echoed in the Ministry's Māori identity, Hīkina Whakatutuki. This broadly means 'lifting to make successful'.

## Contact Details

You can contact Tenancy Services for free if you're in New Zealand. They are open from 8:00am - 5:30pm, Monday to Friday. They are closed on public holidays.

### TENANCY INFORMATION

0800 836 262

(0800 TENANCY)

Overseas: +64 4 238 4695

### BOND

0800 737 666

Please have your bond number ready when you call

Overseas: +64 4 238 4693

Website: <https://www.tenancy.govt.nz/>

This website has information and resources to help tenants and landlords act with confidence, build good relationships, and solve any problems that may arise during your tenancy.

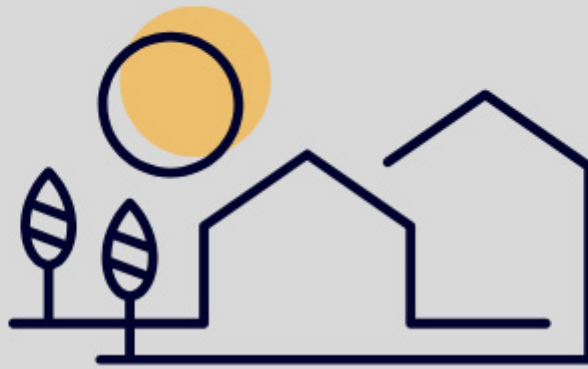
# MOVING OUT CLEANING CHECK LIST

## Inside the Property

- ✓ Walls: Clean off any dirty marks, removable scuff marks, finger or food marks etc.
- ✓ Ceilings: Remove any cobwebs and fly spots.
- ✓ Ceiling Mould: Clean off (particularly in wet areas and sometimes in bedrooms).
- ✓ Light Fittings: Clean off dust and remove any dead insects - check all bulbs are working and replace those that are not.
- ✓ Ceiling Fans: Wipe fan blades and fittings to remove dust.
- ✓ Skirting Boards: Wipe down with a damp cloth to remove all dust.
- ✓ Doorways/Doors: Wipe off finger marks and any other removable marks.
- ✓ Windows: Clean inside and out including sills and runners
- ✓ Stoves: Clean stove top, control display, knobs, any pull out or in-built drip trays, griller racks, oven racks, trays and inserts, oven bottom, roof and walls.
- ✓ Kitchen Rangehood: Clean pull-out filters and framework.
- ✓ Bathroom: Clean sink, mirror, cabinet, vanity unit and drawers, shower, screen doors, bath, wall tiles and ceiling vents - please ensure both the sink and the bath have plugs available.
- ✓ Toilet: Clean seat, bowl, and outside around the base.
- ✓ Laundry: Clean both the inside and outside of the tub, and underneath. Please ensure a plug is present.
- ✓ Heat Pumps: Front vents and filters cleaned.
- ✓ Cupboards/Drawers: Clean/wash inside and out - doors and door frames both front and back should be clean.
- ✓ Curtains: Wash any washable curtains or netting
- ✓ Blinds: If there are venetian blinds, clean off the blind slats - any other type of blinds should be able to be wiped down.
- ✓ Floors: To be mopped/washed - please ensure corners and hard to get areas are also cleaned.

## Outside the property

- ✓ Lawns: Freshly mowed and edges trimmed
- ✓ Gardens: Remove any weeds, rubbish and built-up debris, leaves etc.
- ✓ Rubbish: Remove any rubbish or items that have been placed on or around the property - be sure to check behind sheds, under shrubs and trees and under the house (this includes lawn clippings and compost left).
- ✓ Paths: Sweep paths and paving areas
- ✓ Oil Spillage: Check and clean carport and garage floors, paths and driveway - if you have used a barbecue, check for any grease spots and spillages.
- ✓ Cigarette Butts: If there are cigarette butts lying around, please pick these up and dispose of them.



# FLAGSHIP

## RENTALS

*Your Home, Our Priority*

(07) 854 6805 | [Flagship.rentals.nz@gmail.com](mailto:Flagship.rentals.nz@gmail.com)  
554 Victoria Street, Whitioa, Hamilton Central

Each office independently owned and operated

#### Disclaimer

We have in preparing this information used our best endeavours to ensure that the information contained therein is true and accurate, but accept no responsibility and disclaim all liability in respect of any errors, inaccuracies or misstatements contained herein. Prospective clients should make their own inquiries to verify the information contained herein.