

# Tenancy Agreement

RTA S13A minimum information designated by S.S number.

TENANCY ADDRESS	
Address	1/206C Henderson Valley Road, Henderson, Auckland <span style="float: right;">1(c), 1(g)</span>

TENANCY TERM	
Term type	Fixed <span style="float: right;">Start date 03/12/2022 1(e) End date 03/12/2023 1(p)</span>

PROPERTY MANAGEMENT FIRM - KNOWN AS THE AGENT FOR THE LANDLORD			
Company / Agent	Blue Fern Property Management Ltd		1(a)
Address of service	195 Universal Drive, Henderson, Auckland, 0610		1(a)
Contact person	Allison Ma		
Contact phone	098380940	Contact mobile	0278387368
Contact email	pm2.henderson@harcourts.co.nz		1(aa)

<p><b>Notice to tenants</b> - The person/firm named in the "Property Management Firm/Agent Details", is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord.</p>	<b>NOTE</b>
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LANDLORD DETAILS, ADDRESS FOR SERVICE, AND CONTACT EMAIL - KNOWN AS THE OWNER / PRINCIPAL / LANDLORD <span style="float: right;">1(aa),1(ab),1(f)</span>
Namita Sudarshan & Jagan Boda, C/O Blue Fern Property Management Ltd, 195 Universal Drive, Henderson, Auckland, 0610 , 09 838 0940 , 027 213 1887

CHATELS PROVIDED WITH THE TENANCY <span style="float: right;">1(o)</span>
Fixed floor coverings, Light fittings, Rangehood, Blinds, Fridge/Freezer, Heat Pump, Hob, Heated towel rail, Heat pump remote

TENANCY COSTS					
Rent	\$500.00	1(j)	Bond	\$2,000.00	1(i)
Rent frequency	Weekly	1(k)	Rent in advance	\$500.00	
1st rent payment date	09/12/2022		Move in total	\$2,500.00	

PROPERTY MANAGEMENT COMPANY BANK ACCOUNT			
Bank	ASB	Account number	12-3252-0053858-01 <span style="float: right;">1(l)</span>
Account name	Blue Fern Property Management		
Branch	West Auckland	Reference	T436605
<p>Rent shall be paid weekly in advance up to the termination of the tenancy, direct to the bank account of the agent, details set out above. Note, payments to be made on time in a single sum.</p>			

**TENANT 1 DETAILS**

**Name** Maria Alfee Innocent Hubert emmanuel 1(b)

**Cell phone** 022 312 9441 1(ba) **Home phone** \_\_\_\_\_

**Work phone** \_\_\_\_\_ **Under 18 years old?**  Yes  No 1(h)

**Email address of service** go4alfee@gmail.com 1(bb)

**Licence** DX046045 (107) **Passport number** \_\_\_\_\_

**18+ card number** \_\_\_\_\_ **Extra ID** \_\_\_\_\_

**Address for Service - Is the tenant(s) address for service the same as the tenancy address?**  Yes  No

**If no, state address** \_\_\_\_\_ 1(b)

**Emergency contact / duly authorised agent**

**Name** Godson

**Phone** 0210337266 **Relationship** \_\_\_\_\_

**Address** 115C Sturges road, Henderson, Auckland

**ADDITIONAL RESIDENTS**

**Resident 1** Sinduja Coimbatore Mothiraj

**MAXIMUM RESIDENTS**

**Maximum number of residents and tenants (combined) to reside at the property must not exceed** 2 (Two)

**MOVING SERVICES**

Electricity, Natural Gas, Broadband

**LIABILITY**

**POWER**

**Meter number** \_\_\_\_\_ **Reading** \_\_\_\_\_ **Date monitored** \_\_\_\_\_ **Liability**  Tenant  Landlord  N/A

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**WATER**

**Meter number** \_\_\_\_\_ **Reading** \_\_\_\_\_ **Date monitored** \_\_\_\_\_ **Liability**  Tenant  Landlord  N/A

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**GARDENS-Liability**  Tenant  Landlord  N/A

**LAWNS-Liability**  Tenant  Landlord  N/A

**SMOKERS**

**Smokers allowed?**  Yes  No

**PETS**

**Pets allowed?**  Yes  No

**TERMS & CONDITIONS FOR AGREEMENT**

- Agreement** - The tenant confirms they have completed the tenancy application themselves and the information contained is true and correct. The tenant also agrees that the application forms part of this tenancy agreement.
- Applicants Consents** - I agree to the collection, use and disclosure of my personal information for the following purposes, and warrant that I have supplied all information on this form freely, including my drivers licence details and passport details. I agree that any information found through any third party databases that relates to me can also be used for the purposes outlined in this application.
- Dangerous substances** - The Tenant agrees neither to keep nor store any heating device or fuel for the same in or about the Property nor to store any potentially combustible substance in on or about the Property unless the storage complies with the Dangerous Goods Regulations 1976. The Tenant

agrees not to do anything that would render the Property uninsurable, or cause the insurance premium to be increased.

4. **Jurisdiction** - The parties hereby agree that the Residential Tenancies Act 1986 shall apply to and affect this agreement and the Tenant agrees to rent the premises at the above stated Property.
5. **Liability** - The tenants hereby agree that they are jointly and severally liable to the landlord for any debt due arising out of the tenancy agreement between the parties, and for the performance of all covenants set out in the tenancy agreement or the Residential Tenancies Act 1986. This clause shall include the giving of Notice to terminate a periodic tenancy by any one tenant where there are two or more tenants, in any periodic tenancy, even if the other tenants do not concur with the giving of the notice.
6. **Purpose** - The purpose for the collection of the tenants information is: To create a tenancy agreement. To verify the tenants identity, perform background checks, reference checks and credit checks through the Centrix and or Equifax credit bureaus or a search of the Personal Property Security Register. To check the publicly available Ministry of Justice court databases. If there is an unpaid debt at the end of the tenancy, the tenants information may be provided to a debt collection agency for debt collection purposes. If the tenants indicate that they would like move services such as power, internet or phone to be connected at the property a representative from Moving Hub may contact the tenants, via phone or email.
7. **Recipient of Information** - The information is provided by you to the Owner/Landlord/Agent/Property Manager.
8. **Smoke Detectors And Escape From Fire** - The Tenant agrees not to tamper, or attempt to disable, disconnect or interfere in any way with any smoke alarm or any other means of escape from fire, and not to permit any occupant, guest, or visitor to do the same. The Tenant agrees that the Tenant is liable for checking and replacing the smoke alarm batteries. The Tenant agrees to advise the Landlord immediately should the alarm become inoperable for any reason.
9. **Statement of Intent** - The tenant acknowledges that there is a legal requirement for a Healthy Homes "Statement of Intent" to be included in the tenancy agreement. There is a further legal requirement that the Statement of Intent must also be signed separately by the landlord or landlords agent. The tenant further acknowledges that the landlord or landlord's agent's signature on the Statement of Intent applies only to the Healthy Homes Statement of Intent, not to the agreement itself. The tenancy agreement is legally binding only when both the tenant and landlord or landlord's agent have signed their respective "Tenancy Agreement Signature Section".
10. **Use of Property** - The Tenant agrees to use the Property principally for residential purposes and not use it for any unlawful purpose. The Tenant agrees not to possess or take illegal substances in the Property and not to allow any other occupants, guests or invitees to possess or take illegal substances into the Property or use the Property in any way for any unlawful purpose.
11. **Authorised vehicle parking** - Where the tenant has been allocated specific car parking the tenant agrees that they, their guests and other occupants of the tenancy will use these car parks.
12. **Callout Charge** - The Tenant agrees to pay any reasonable callout charge if:
  - The Tenant does not adhere to prior arrangement for entry
  - Where no fault is found
  - The repairs are due to damage or negligence by the Tenant. Where the tenant requires the landlord's agent to instruct a contractor to attend the tenancy premises to conduct some work and if the agent does instruct a contractor to attend the tenancy premises and the contractor cannot gain entry because of the tenants default or does gain entry but cannot find any fault or does complete work which can be attributed to the tenants negligence, then the reasonable cost of the contractor may be charged to the tenant.
13. **Carpets, Drapes and Curtains** - The Tenant agrees that at the conclusion of the tenancy, the carpets will be inspected and if the carpets are found to be below the standard of "reasonably clean and tidy" then the Landlord or agent may require the Tenant to have the carpets cleaned to return the carpets to the standard of cleanliness set out in the Residential Tenancies Act 1986.
14. **Collection Costs** - If, at the end of the tenancy, there is an unsatisfied debt by way of Money Order, the Tenant agrees that the Tenant is liable for and shall pay for all costs of recovery of the Money Order, which costs shall be collected by a debt collection agency. Costs payable by the debtor shall include legal fees, commissions, fees and disbursements, and/or court filing fees and disbursements.
15. **Drains and Wastes** - The Tenant agrees to keep all drains, sink wastes and sanitary appliances clear and free from obstruction.
16. **Excessive Noise** - The Tenant agrees to keep the noise to a reasonable level and be considerate of neighbouring properties, their occupants and other Tenants.
17. **Inspections and Photographs** - The Tenant acknowledges that photographs or videos will be taken to record the condition of the Property. The Tenant agrees to move or cover any personal effects that might be photographed. If the Tenant fails to move or cover any item, then the Tenant agrees to those items being included in any photographic record.
18. **Landlord's Right of Entry** - The Landlord or the Landlord's agent has the right to inspect the Property no more than once every 4 weeks, provided 48 hours notice has been given by the Landlord or 24 hours notice for a tradesman carrying out necessary maintenance.
19. **Light Bulbs** - Keeping the light bulbs in working order for the Property is the Tenant's responsibility. The Tenant agrees to use the correct light bulb for the socket, and for them to all be in working order at the end of the tenancy.
20. **Maintenance Consent** - The tenant consents to their contact information being supplied to relevant contractors should maintenance, replacement, removal or installation work be required to be completed at the property.
21. **Maximum Numbers** - The Tenant is responsible to restrict the number of occupants residing at the Tenanted Property to the maximum number of occupants specified in the tenancy agreement.
22. **Methamphetamine Testing** - Upon proper notice, the Landlord may enter the Tenanted Property to conduct a test for the presence of methamphetamine, with or without the assistance of an expert.
23. **Outgoings** - The Tenant agrees to pay for all outgoing exclusively attributable to the Tenant's occupation including electricity, gas, gas to heat hot water, telephone and internet charges.
24. **Pets** - The Tenant agrees not to keep or feed or allow or permit any other person to keep or feed or allow any pet or other animal on or about the Property unless the Landlord agrees otherwise and modifies this agreement in writing to reflect Landlord's permission.
25. **Rent Reviews** - The Landlord may review the rent from time to time and may increase the rent in accordance with Section 24 of the Residential Tenancies Act 1986. No increase will take effect within 12 months after the date of the commencement of the tenancy or within 12 months after the date on which the last increase took effect.
26. **Repairs** - The Tenant agrees to notify the Landlord as soon as possible after the discovery of any damage or the need for repairs. The Tenant shall not arrange for any maintenance or repairs without the Landlord's prior consent.
27. **Smoking and Illegal Substances** - The Tenant agrees not to smoke cigarettes, cigars, vaporisers or electronic cigarettes, (recognizing that all can set off smoke alarms) or possess or take illegal substances into the Tenancy Property and not to allow any other occupants, guests or invitees to do any of the above, or to use the Property in any way for any unlawful purpose.
28. **Subletting** - The Tenant shall not, without prior written consent from the Landlord or Property Manager:
  1. Sublet or part with possession of the Property belonging to the Landlord.
  2. Rent out the Property, or part thereof, on a short-term or daily basis or for the third parties' holiday purposes for financial reward.
  3. Fail to continue to use Tenancy Property during the tenancy as a "principal" place of residence of the Tenant and authorised occupants.
  4. Cause or permit the Landlord's insurance policy to be vitiated or to cause an increase in premium, or excess.
  5. Conduct business where council consent is required without council consent.
  6. Permit any person to holiday in the Tenancy Property for financial reward when that person has not been approved by the Property Manager or Landlord.
  7. Rent out the Tenancy Property or any portion of the tenancy Property when the Tenant is not personally present to supervise the security of the Property and behaviour of the occupants.
29. **Tenants Obligation to Leave** - On termination of the tenancy, the Tenant shall actually quit the tenancy on the last day. The Tenant further agrees that at the termination of the tenancy, to return all pass cards, remote controlled door openers or keys belonging to the Landlord and remove all rubbish and personal belongings. Failure to do so may result in professional cleaning, replacement of keys or other costs to be paid by the Tenant.
30. **Ventilation** - The Tenant agrees to keep the Property well ventilated at all practical times when the Tenant is personally in residence, to prevent the build up of mould and mildew. If the Tenant is using an LPG gas bottle heater, the Tenant must ensure that it is not used in bedrooms and at all other times ensure that the house is well ventilated. It is recommended that this type of heater is not used for Health and Safety and moisture reasons.

## ADDITIONAL TERMS & CONDITIONS

1. **Alterations/Renovations/Additions** - The tenant agrees not to make any alteration to the premises without the prior written consent from the landlord. The landlord must consider all requests from tenants for minor changes to the rental property and must not unreasonably withhold consent. Responses to requests by the tenant must be provided in writing by the landlord within 21 days. The tenants 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. For tenants fixtures (renovation alteration or addition) it will be usual for the landlord to require reinstatement at the conclusion of the tenancy, however the landlord and tenant may agree to a different arrangement in relation to the change at the end of the tenancy (for example that the change will remain in place); this agreement must be in writing and signed by the tenant and by the landlord.

2. **Fixed term tenancies** - Note: At the end of the fixed term, the tenancy agreement will automatically convert to a periodic tenancy agreement at the end of the fixed term unless: Before the expiry, the parties may agree to extend, renew or end the fixed term tenancy or; The tenant is required to give written notice of their intention not to continue with the tenancy by giving at least 28 days Notice before the expiry or; The landlord gives written notice to end the fixed term, using one of the reasons listed in the Residential Tenancies Act 1986 Section 50(1)(a) to (b) that allows for termination of both fixed term and periodic tenancies or; The tenant is required to give written notice of their intention not to continue with the tenancy or to renew it, by giving at least 28 days Notice before the expiry. Once the tenancy has converted to a periodic term, the tenant must serve 28 days Notice in writing to the landlord to terminate the tenancy and vacate.
3. **Further Tenants** - The Tenants agree that only occupants named on the tenancy agreement are to reside at the Property. If any persons want to reside at the Property they must submit applications and go through the full vetting process. It is only with the consent of the Landlord that any new applicant will be added to the tenancy agreement as a Tenant and be allowed to reside at the Property.
4. **Lease Breaks** - If the tenant wishes to vacate the fixed term tenancy early, the tenant may submit a request in writing seeking the landlord's consent. The tenant may also apply to the Tenancy Tribunal to be released from the tenancy agreement in accordance with S.66 of the Residential Tenancies Act 1986. The landlord reserves the right to grant or decline the request for early release from the tenant. If the landlord consents to ending the fixed term early, the landlord may place conditions on the consent addressing the matters below and including charging the tenant reasonable costs. The landlord, under Section 44A of the Residential Tenancies Act 1986, will provide an itemised breakdown of these reasonable costs. If the tenant does wish to break their lease, they must apply in writing. If the application is successful, then the landlord and tenant shall enter into an agreement. The tenant is liable for the rent and other matters contained in the agreement until they have been formally released in terms of the agreement. The tenant is liable for the reasonable costs of having the property re-rented.
5. **No interference to neighbours** - The Tenant acknowledges that the Tenant is bound by S.40 (2)(c) of the Residential Tenancies Act 1986 and that the Tenant must not cause or permit any interference with the reasonable peace, privacy and comfort of the Landlord's or Landlord's other tenants in the use of the Property or any of the Landlord or Landlord's other tenants in the property occupied by those other tenants, or with the reasonable peace, comfort or privacy of any other person residing in the neighbourhood.
6. **Parking** - The tenant agrees that there is only one off-street parking provided for this premise and that any guest vehicles shall be parked on road and not on the premises. No parking is allowed on or blocking the shared driveway.
7. **Power check meter** - The tenant acknowledges that the owner will take electricity reading of the check meter each month & give to Blue Fern Property Management Ltd to calculate tenant power usage charges.
8. **Tenant's insurance clause** - The Landlord advises the Tenant that it is in the Tenant's best interest to have and maintain a policy of Tenant's insurance which covers both damage or loss to the Tenant chattels and personal effects and also has a public liability / third party damage or loss, component. The Landlord cannot compel the Tenant to take out Tenant insurance but seriously recommends it.

### INSURANCE STATEMENT

Is the property insured?  Yes  No

Tenants may request a copy of the policy/policies.

Insurance type (e.g. Dwelling Insurance)

PremierCare - IAG

Excess information

Excess - \$400.00

**Notice to tenants** - The person or firm named in the "Property Management Firm/Agent Details" box, is an intermediary between the owner/principal/landlord and you as tenant. The agent is acting "as an agent for" or "on account of" the landlord. The below parties agree to the terms set out in this Tenancy Agreement

NOTE

### TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE TENANT/S

Tenant 1

Date 12/11/2022

Name Maria Alfee Innocent Hubert emmanuel

### TENANCY AGREEMENT SIGNATURE SECTION | SIGNED BY THE LANDLORD/LANDLORD'S AGENT

Property manager signature

Date 1(d)

of Blue Fern Property Management Ltd

acting as agent for and on behalf of

the landlord Namita Sudarshan & Jagan Boda

**Declaration by Landlord(s) in respect of S.13A (1CA) Residential Tenancies Act 1986**

Blue Fern Property Management Ltd acting as agent for

Namita Sudarshan & Jagan Boda, declare:

- a. That on or after the commencement of the tenancy, I / We will comply with the healthy homes standards as required by S.45 (1) (bb) or 66 I (1)(bb) and
  - b. including any information which may be prescribed by regulations made under S. 138 B (5) and
- (ICB) If there is a written variation or renewal of the tenancy agreement in accordance with S.13B (1), then I / We the landlord(s), further declare:
- a. That on or after the time when the variation or renewal takes effect, I / We will comply with the healthy homes standards as required by S.45(1)(bb) or S.66 I (1)(66) (as the case may be);and
  - b. and including any information which may be prescribed by regulations made under S.138 B(5).

**Property management agency | Signed by the landlord/landlord's agent**

Property manager signature

Date 10-11-2022 1(d)

of

  
Blue Fern Property Management Ltd

acting as agent for and on behalf of

the landlord

Namita Sudarshan & Jagan Boda

# Healthy Homes Statement

## TENANCY ADDRESS

Address 1/206C Henderson Valley Road, Henderson, Auckland

## COMPLIANCE DATE

The healthy homes compliance date for this tenancy 02/03/2023

## HEATING

### 1. Heating standard exemptions

No heating exemptions applies  Heating exemption  Partial exemption/Alternative options

### 2. Main living room required heating capacity

Heating capacity of the main living room        kW

### 3. Qualifying heaters

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:

### 4. Does the 'tolerance' or 'top up' allowance for existing heaters apply?

Yes  No

## INSULATION

### CEILING INSULATION

#### 1. Does the ceiling insulation above all domestic living spaces meet the requirements of the insulation standard?

Yes - Entire premises  Yes - Some areas of the premises  No - None of the premises

### UNDERFLOOR INSULATION

#### 2. Does the underfloor insulation meet the requirements of the insulation standard?

Yes - Entire premises  Yes - Some areas of the premises  No - None of the premises

### WALL INSULATION

#### 3. Do the walls of the premises have insulation? Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

Yes - Entire premises  Yes - Some areas of the premises  No - None of the premises  I don't know

## VENTILATION

### 1. Windows in habitable spaces

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?

All habitable spaces  Some habitable spaces

## 2. Mechanical ventilation standard for kitchens and bathrooms

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.

All rooms  Some rooms  Not installed in any rooms

State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in, if applicable. 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. If you select qualifying ventilation, you must state the exhaust capacity and a brief description of how it meets the definition of qualifying ventilation.

## MOISTURE INGRESS AND DRAINAGE

1. Does the property have gutters and downpipes that efficiently drain storm, surface, and ground water to an appropriate outfall?  Yes  No

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.

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?  Yes  No

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.

## DRAUGHT STOPPING

1. Does your property have any open fireplaces?  Yes  No

2. Is the property free from unintentional and unreasonable gaps or holes?  Yes  No

This includes 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.

## HEALTHY HOMES SIGNATURE SECTION

Blue Fern Property Management Ltd acting as agent for  
Namita Sudarshan & Jagan Boda, declare that  
all reasonable efforts have been made to ensure this healthy homes statement is true and correct as at the date of signing.

### Property manager Details | Signed by the agent acting on behalf of the Landlord

Subsection (1CA) - New Tenancy

On and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) or, for boarding houses, 66(1)(bb), and will provide all information prescribed by regulations under section 138B(5).

Property manager signature

Date 10-11-2022 1(d)

of  
the landlord

  
Blue Fern Property Management Ltd  
Namita Sudarshan & Jagan Boda

acting as agent for and on behalf of