

#### Residential Tenancy Agreement

### Unit 407 41 Hopper Street, Te Aro, Wellington 6011

Taylor Property Plus

#### **≡** Section 1 - Tenancy Details

$\triangle$	D	N.A	Information	
111	Property	Manager	intormation	1

The Landlord Taylor Property Plus on behalf of Sam Harvey

Email inquiry@property-plus.co.nz Agent's Telephone 021 835 510

Office Telephone 04 477 1564

Address for Service Ground Level/262 Thorndon Quay, Pipitea, Wellington 6011

**台 Tenancy** 

Tenancy Address Unit 407 41 Hopper Street, Te Aro, Wellington 6011

Type of Tenancy Fixed Term

Start Date Tuesday, 12th of December 2023 End Date Thursday, 5th of December 2024

■ Rental Payments

Rental Payment Frequency Fortnightly Weekly Rent Amount \$540.00

First Payment Due Monday, 25th of December 2023

Bank Name Taylor Property Plus (2006) Limited Trust Account Branch Name Johnsonville

Account Number 0205240176912002 Payment Reference 407HOPP/CHIN

Manner of Payment By automatic payment to the Property Manager's bank in accordance with the above details

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.

Move In Costs

Bond Amount \$2160.00 Weeks Rent in Advance 2 week/s

Total Move in Costs \$3240.00

Move in costs should be made to the same account as rental payments.

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#### **≡** Section 2 - Tenant Information

#### (1) All Tenants who are over the age of 18 must be recorded here as they are legally liable for the tenancy under Section 14 of the RTA

≗ Tenant 1 Details

Full Name Venkatahraman Chinnathambi Email cvenkatah@gmail.com

Mobile 0212763223 Landline

Date of Birth 23/03/1987

I acknowledge and agree that my email address may be used as an additional address for service.

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≗ Tenant 2 Details

Full Name Kalaivani Chinnasamy Email vanichinnasamymck@gmail.com

Mobile +919790418519 Landline

Date of Birth 16/02/1990

I acknowledge and agree that my email address may be used as an additional address for service.

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△ Additional Tenant Information

Address for service of documents 407/41 Hopper Street, Mount Cook, Wellington 6011

**Emergency Contact:** 

Name

Number Email

#### ☆ Section 3 - Property

<b>≡</b> Responsibilities	
Lawns Lawns are the responsibility of the Landlord	Gardens Gardens and trees are the responsibility of the Landlord
Power Is the responsibility of the tenant.	Water N/A
Internet Is the responsibility of the tenant.	Gas N/A
Chimney N/A	

Are Pets Allowed? No

#### ♠ Smoke Alarms

Maximum Occupants 2 adults

The Landlord confirms that the property complied with Section 45.1(ba) in respect of smoke alarms imposed on the Landlord by regulations made under Section 138A of the RTA. There are 2 working smoke alarms installed on the premises on each habitable level and within 3 meters from any bedrooms.

Smoke Alarm #1 Location Living Area Expiry 25/08/2023

Smoke Alarm #2 Location Bathroom Expiry 25/08/2023

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#### ■ Insurance Name/Type of Policy Body Corporate Material Damage and Business Is the property insured? Yes Interruption Insurer NZI Amount of Excess \$1000.00 Amphetamine Excess N/A Other Excess N/A Policy Expiry 31/07/2024 **Policy Number**

Note: The Tenant may request a copy of the Landlord's insurance policy and the Landlord must, within a reasonable time after receiving the request, provide the Tenant with a copy of the policy. The Landlord will also provide written notice within a reasonable timeframe if there are any changes to the insurance policy that is relevant to the Tenant's liability.

#### 

As part of the Unit Titles Act, all residents within the building need to be provided with a copy of the Body Corporate rules. These rules form part of the conditions of this tenancy and all occupants are required to abide by these rules as well as the Residential Tenancies Act. If any changes are made to the Body Corporate Rules during the tenancy, you will be provided with an updated copy.

Strata / Body Corp Company YPM Strata / Body Corp Number 503938

Strata / Body Corp Contact Person Gillian Brown Strata / Body Corp Contact Details 04 473-7330; gillian@ypm.co.nz

**Further Information** 

Initial here to confirm that you have received and read the Body Corporate Rules attached to this agreement:

Tenant 1 Initials

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Tenant 2 Initials

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#### The following chattels are provided by the Landlord:

Fridge/freezer, dishwasher, hob, oven, couch, queen bed (including mattress and mattress protector), washing/drier combo machine, television, stereo, blinds, carpet and fixed floor coverings. Cleaned as per final inspection guide.

#### 

As Agents/Landlords we are authorised by the owner of the mentioned property to be their legal representatives and hereby declare that the information contained as per the Insulation Regulations 2016 / Healthy Homes Statement 2019 attached to this tenancy agreement, either done by a third-party contractor or by an employee, is true and correct as at the date of signing this agreement.

From 1 July 2019, Landlords must include a statement in new, renewed or varied tenancy agreements that confirms:

- that on and after the start of the tenancy, the Landlord will comply with the healthy homes standards as required by either Section 45(1)(bb) Residential Tenancies, or Section 66I(1)(bb) - Boarding House Tenancies, of the Residential Tenancies Act 1986, or
- that the Landlord already complies with the healthy homes standards as required by either Section 45(1)(bb) Residential Tenancies, or Section 66I(1)(bb) – Boarding House Tenancies, of the Residential Tenancies Act 1986.

All reasonable efforts have been made to obtain information about the ceiling, underfloor and wall insulation, ventilation, heating, ground vapour barrier, draughts, drainage and gutters as per Healthy Homes Standards 2019 and this information is provided in the attached statement in accordance with Section 13a of the Residential Tenancy Act. As agents for the owner, we agree to remedy any areas identified within the Healthy Homes Statement should the property not meet the current standards and regulations within 120 days of the tenancy start date should that start date be after the 1st of July 2021.

Theresa Bacica Taylor Property Plus On behalf of Sam Harvey

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Date:

- a. If Section 1 specifies a fixed term, then, subject to the provisions of the Residential Tenancies Act (RTA), the term of the tenancy will be fixed for the period expiring on the end date.
- b. If Section 1 specifies no fixed term, then the tenancy will be a periodic tenancy under and subject to the provisions of the RTA.
- c. For both fixed term and periodic tenancies, the Tenant agrees to make all payments as required by this agreement including the applicable payments as per Section 4, Part 3 of this agreement.

#### 2. Bond

a. The Tenant is required to pay the bond. Upon receipt, the Landlord will pay the bond to the Tenancy Services Division of the Ministry of Business, Innovation and Employment (MBIE) with the required forms and within the required time period. The Tenant will sign the form and provide the required details for the Landlord to complete the form.

#### 3. Payments

- a. The Tenant will pay the rent in accordance with Section 1.
- b. Where Section 1 specifies a fixed term, then, subject to the provisions of the RTA, the Tenant is liable for rent payments until the expiry date of the fixed term or the re-letting date, whichever is the earlier.
- c. If the Tenant abandons the premises prior to the end of any fixed term, the Tenant will be liable to pay the Property Manager's reasonable costs for re-letting the premises.
- d. The rent may be reviewed in accordance with the provisions of the RTA.

#### 4. Role of Property Manager

- a. The Tenant acknowledges that, if the details of a Property Manager have been completed in Section 1 of this agreement, the Landlord has appointed that Property Manager to be the Landlord's agent for the time being and that the Landlord may appoint replacement property managers at any time, provided it gives the Tenant notice of such appointment. The Tenant also acknowledges that, if no Property Manager has been appointed at the date of this agreement, the Landlord may elect to appoint a Property Manager at any time. For the purposes of this agreement, 'Property Manager' is deemed to refer to any such property manager as appointed by the Landlord from time to time.
- b. If there is a Property Manager, all rights and obligations of the Landlord under this agreement may be exercised and/or performed (as the case may be) by the Property Manager, and the Tenant undertakes to direct all communication intended for the Landlord to the Property Manager.

#### 5. Compliance and Health and Safety

- a. The Tenant must immediately inform the Landlord of any matter affecting the premises that arises that could have an effect on the health, safety or well being of any person. The Tenant recognises that this is an essential term of this agreement.
- b. The Tenant must immediately inform the Landlord of any matter that arises that could impact on the health and safety of any person. For the avoidance of doubt, this includes any smoke alarms becoming defective or with exhausted batteries.
- c. The Tenant must not do anything that creates a hazard or health and safety risk for any person in the premises, including blocking or obstructing any means of escape from the premises.
- $\mbox{d.}$  The Landlord confirms that the premises are fully compliant with the RTA and other statutory legislation that comes under Section 45(1)(c) of the RTA
- e. The Tenant will allow the Landlord to carry out testing at the property during the term of the tenancy so to ensure that the property is and remains compliant with Section 45 of the RTA. The testing could be for, but not limited to, methamphetamine, mould and asbestos. The Tenant cannot withhold reasonable access to the Landlord.

#### 6. Maximum Occupancy

- a. In accordance with Section 40(3) of the RTA, the Tenant agrees that they will not exceed the maximum occupants outlined under Section  ${\bf 3}$ within this agreement during the tenancy. If, however, the maximum occupancy is exceeded without a reasonable excuse or the Landlord's prior written consent, the Tenant will have committed an unlawful act as per Section 40(3A)(e) of the RTA and the Landlord may seek to terminate the tenancy under these grounds.
  - i. If the Tenant wishes to add further occupants during the tenancy, they must receive written permission from the Landlord beforehand.
  - ii. The Landlord withholds their right to not permit for the occupancy to increase from what is stipulated under Section 3 of this agreement.

#### 7. Transfer of Tenancy

- a. The Tenant may not transfer or assign the tenancy without the prior written consent of the Landlord as per Section(s) 43A and 43B of the RTA, which the Landlord will give, provided the conditions set out in this Section are fulfilled:
  - i. The Tenant proves to the reasonable satisfaction of the Landlord that the proposed incoming Tenant(s) are respectable, responsible and have the financial resources to meet the Tenant's commitments under this agreement (which the Landlord may assess by requiring the incoming Tenant(s) complete a tenancy application form);
  - ii. All rent and other moneys payable by the Tenant have been paid and there is no subsisting breach of any of the Tenant's obligations under this agreement:
  - iii. The incoming Tenant(s) sign a written acknowledgement agreeing to be bound by the terms of this agreement (including the Privacy Act provisions in Section 20);
  - iv. The Tenant and incoming Tenant(s) do all such things, and sign all such documents, as may be required to effect a transfer of the bond;
  - v. The Tenant pays the Landlord's reasonable costs and disbursements (including tenancy application and credit check fees) in respect of the approval of the incoming Tenant(s) including the documentation referred to in Sections (iii) and (iv). All such costs will be payable by the Tenant whether or not the assignment proceeds.

#### 8. Subletting of Tenancy

- a. In accordance with Section 44 of the RTA, the Tenant may not sublet the premises (all or any part).
- b. To avoid doubt, this clause includes subletting the entire or any part of the premises on short-term letting platforms.

#### 9. Use and Care of Premises

- a. The Tenant must use the premises principally as a private dwelling.
- b. Any carparks included with this tenancy may only be used for the purpose of parking vehicles (cars, bikes, scooters etc).
- c. The Tenant acknowledges that the tenancy relates only to the premises and carparks (if any). The Landlord may grant rights, and deal with, the remainder of the property (such as any common areas).
- d. The Tenant may not keep any pets on the premises without the Landlord's prior written consent (and such consent may be withheld at the entire discretion of the Landlord).
- e. The Tenant must make sure no vehicles are parked on any lawn or garden areas.
- f. If Section 3 specifies that the Tenant is responsible for the lawns and gardens, the Tenant will be responsible for maintaining the grounds of the premises and for ensuring the lawns are kept in a tidy length. The Tenant must not allow any garden waste to remain on or around the
- g. The Tenant agrees to keep the premises reasonably clean and tidy.
- h. If the premises form part of a unit title development, the Tenant must comply with the operational rules of the body corporate (a copy of which are attached to this agreement) and any variations to same from time to time (provided the Landlord notifies the Tenant of any variations affecting the premises) except to the extent they may be inconsistent with the RTA.

#### 10. Landlord's Chattels

- a. The Tenant must properly look after the Landlord's chattels and keep them clean and in good repair.
- b. The Tenant must replace any damaged or lost items with similar items of the same value up to the amount that they are liable for.
- c. If any of the Landlord's chattels (including carpet, if any) are not reasonably clean and tidy at the end of the tenancy, then the Landlord may arrange for them to be cleaned, at the Tenant's cost, so they are returned to a reasonable clean and tidy condition.
- d. The Tenant must report any damaged or lost items to the Landlord as soon as possible. If the Tenant fails to do so, they may be held liable for any reasonable costs associated with the repair or replacement of the chattel.
- e. The Tenant may not remove any of the Landlord's chattels from the premises.

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#### 11. Access to Premises

- a. If any access which is part of the premises is used by any other Tenants of the Landlord for access purposes the Tenant must make sure that the access is used only for access purposes and is kept clear at all other times.
- b. Neither the Landlord nor the Tenant shall alter any existing lock or similar device, or add to or remove from the premises any lock or similar device, without the consent of the other given at the time that, or a reasonable time before, alteration, removal, or addition is carried out.
- c. If the Landlord or any representative of the Landlord wishes to gain access to the premises, this must be done in accordance with Section 48 of the RTA.
- d. The Tenant agrees not to withhold their consent to the Landlord in terms of access to the premises unreasonably.

#### 12. Defects and Repairs

- a. Both the Tenant and the Landlord agree that on the commencement date the premises and/or the Landlord's chattels had the damage or defects shown in a signed property conditions report.
- b. It is the Tenant's responsibility to notify the Landlord as soon as possible after the discovery of damage regardless as to whether the damage is the liability of the Tenant.
- c. The Tenant must not undertake any repairs to the premises without prior consent of the Landlord.
- d. The Tenant must allow the Landlord (including its contractors) reasonable access on reasonable prior notice (at least 24 hours notice or earlier in an emergency) to carry out any repairs to the premises and/or the Landlord's chattels. Where the repairs are the Tenant's responsibility, the Landlord may recover its reasonable costs from the Tenant.

#### 13. Interpretation

- a. Any term which is defined or given a meaning in one part of this agreement will have that same meaning in the rest of this agreement where the context permits.
- b. If the Tenant is more than one person, each Tenant is jointly and severally bound by the terms of this agreement.
- c. The word 'including' is to be interpreted as not limiting.

- a. If the Tenant or any guests of the Tenant has caused damage at the premises whether it be accidental or through negligence and the Landlord has to make an insurance claim, the Tenant may be liable to pay the excess of this claim or up to four weeks rent, whichever is the lesser amount, if the Tenant is deemed to be responsible for the damage.
- b. The Tenant acknowledges that they have been advised by the Landlord to ensure that they have their own contents insurance and this is solely up to the Tenant to arrange this.
- c. The Tenant must not use the premises for any unlawful purpose. Without limiting this, the Tenant may not do anything that would:
  - i. invalidate the Landlord's insurance,
  - ii. render the premises uninsurable, and/or
  - iii. cause the Landlord's premium to increase.

#### 15. Smoking, Illicit Substances and Dangerous Substances

- a. The Tenant must not:
  - i. keep or store any dangerous or combustible substance in, on or about the premises unless it complies with the Hazardous Substances and New Organisms Act 1996 and the Tenant has obtained the Landlord's prior written consent (which may be given or withheld in the Landlord's sole discretion), or
  - ii. possess or take any illegal substances into the premises.
- b. The Tenant must allow the Landlord (and any contractor) access to the premises, on at least 48 hours prior notice, for the purpose of conducting a test for the presence of methamphetamine as part of a premises inspection.

#### 16. Notices

- a. A party may give notice to any other party to the appropriate communication point specified in Sections 1 and 2.
- b. A party may update or amend its communication point by notice in writing to the other parties.
- c. Any notice to be given to or from the Tenant may be sent by: Short message service or text message; or Email.

#### 17. Inspections

a. The Tenant must grant the Landlord access to the premises, for the purposes of carrying out an inspection of the premises, provided the Landlord has given the Tenant at least 48 hours prior written notice.

#### 18. Access for Marketing or Re-letting

a. The Tenant agrees to grant the Landlord such reasonable access as the Landlord may require for the purpose of showing prospective Tenants (in the event this tenancy is to expire or otherwise terminate) and/or agents and prospective purchasers (if the Landlord wants to sell the property).

#### 19. Termination of Tenancy

- a. On the expiry of a fixed-term tenancy of more than 90-days, the tenancy continues as a periodic tenancy with the same terms and conditions; unless, the Tenant and or the Landlord provides notice under Section 60A(2) of the RTA. The tenancy does not continue as a periodic tenancy if:
  - i. before the expiry, the parties renew or extend the existing tenancy agreement, or
  - ii. before the expiry, the parties agree not to continue with the tenancy,
  - iii. at least 28 days before the expiry, the Tenant gives the Landlord written notice of the Tenant's intention not to continue with the tenancy, or
  - iv. before the expiry, a party gives notice as mentioned in any of Section 50(1) (a) to (b) that terminates the tenancy on or before the expiry or that would do if the tenancy were already periodic.
- b. The Tenant agrees to give 28 days notice in writing to the Landlord to terminate any periodic tenancy.

#### 20. Privacy Act 2020

- a. The Tenant agrees that the Landlord may carry out background enquiries on the Tenant (including personal and work references, credit, Ministry of Justice, Personal Properties Securities Register, debt collection agency and any tribunal or court records). The Tenant also agrees that the Landlord may take photographs and/or videos of the premises for the purposes of recording the condition of the premises.
- b. The personal information provided in this agreement is taken for the  $\,$ purposes of arranging a tenancy agreement as outlined in this agreement.
- c. The information provided is required under the RTA.
- d. The personal information provided will be securely held by the Landlord and/or Property Manager (as applicable), who will take all safeguards that are reasonable against:
  - i. loss.
  - ii. access, use, modification or disclosure that is not authorised by the Landlord, Tenant and/or Property Manager,
  - iii. other misuse, and
  - iv. that, if it is necessary for the information to be given to a person in  $% \left\{ 1,2,\ldots ,n\right\}$ connection with the provision of a service to the Property Manager, everything reasonably within its power is done to prevent unauthorised use or unauthorised disclosure of the information
- e. The Tenant(s) named in this agreement have the right to request from the Landlord and/or Property Manager (as the case may be) what personal information is held and have the right to access that information. They may also request a correction to that information.
- f. The Landlord and/or Property Manager (as the case may be) will not disclose any personal information unless:
  - i. it is required to provide the services outlined in this agreement,
  - ii. the Tenant authorises disclosure,
  - iii. where it is required by law, and
  - iv. for any audit or compliance requirements.

#### **21.** Compliance with Healthy Homes Standards

- a. The Landlord has a responsibility to ensure that the premises remain compliant throughout the duration of the tenancy as per Section 45(1) (b) of the RTA.
- b. The Landlord may periodically inspect, maintain, or replace installed items at the premises to continue to meet the standards. The  $\mbox{\it Tenant}$ agrees to provide access to the property when reasonable notice is

#### 22. Photographs and Videos

- a. The Tenant acknowledges that the Landlord will need to take photographs and videos from time to time when carrying out routine inspections of the premises. The Landlord guarantees that such records will be kept securely and will only be used in ways defined within the Privacy Principles which are outlined in Section 6 of the Privacy Act.
- b. The Landlord guarantees to limit the use of photographs and video and it will not be used in such a way that will breach the Tenant's privacy.
- c. If the Tenant feels uncomfortable with video being taken during the tenancy, then they are free to request that video not be taken.

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#### 23. Alterations

- a. Except as set out in Section 23(b), the Tenant agrees not to make any renovation, alterations or addition to the premises without prior written consent of the Landlord (which the Landlord may give or withhold in its absolute discretion)
- b. The Tenant agrees not to make any renovation, alterations or additions to the premises which is a 'minor change' within the meaning ascribed to that term by Section 42(1)(b) of the RTA without the Landlord's prior written consent, which the Landlord shall not unreasonably withhold provided the following conditions are satisfied:
  - i. The Tenant must first provide the Landlord with sufficient plans and specifications (including colours, if applicable) as the Landlord may reasonably require in order for the Landlord to properly consider the Tenant's request, and/or
  - ii. The Tenant agrees to carry out the minor change, or procure it be carried out, in a good quality manner;
- c. If any tenancy works have been carried out under Sections 23(a) or 23(b) during the term of this tenancy (including, in the event the tenancy is transferred or assigned under Section 7, by any preceding Tenant) then the Tenant shall reinstate at the end of the tenancy as set out in Section 23(d).
- d. The Tenant shall reinstate any tenancy works by the end of the tenancy (unless the Landlord has notified the Tenant, in writing, that it does not require this to be done) and deliver the premises back to the Landlord in the same condition (including colour) as at the commencement date (fair wear and tear excepted). If the Tenant has failed to reinstate by the end of the tenancy (time of the essence) then any costs incurred by the Landlord, or losses suffered (such as lost rent), may be recoverable by the Landlord from the Tenant.

#### 24. Force Majeure

a. The Landlord warrants that the premises will endeavor to comply with Section 36 of the RTA and take reasonable steps to ensure that there is no legal impediment to the occupation of the premises. However, if neither party is able to perform its obligations under the terms of this agreement because of acts of God, failure or damage reasonably beyond its control, or other causes reasonably beyond its control, the Landlord shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

#### 25. Mitigation of Losses

a. Where any party to a tenancy agreement breaches any of the provisions of the agreement or of the RTA, the other party shall take all reasonable steps to limit the damage or loss arising from that breach, in accordance with the rules of law relating to mitigation of loss or damage upon breach of contract.

#### 26. Liability

- a. Where the Tenant comprises more than one individual, all individuals accept that they are jointly and severally liable in regard to their observance and performance of the Tenant's obligations under this agreement and the RTA. Any debt incurred by the Tenant will be the responsibility of all named Tenants on this agreement.
- b. If the Landlord comprises trustees of a trust, the individual trustees' liability shall not be construed as full personal liability but, rather, shall be limited to the assets of the trust in their hands from time to time.
- c. The Tenant acknowledges that it must procure compliance, with the Tenant's obligations under this agreement, from any other occupants at the premises and is liable if they cause a breach of this agreement.

- a. The Tenant may be ordered by the Tenancy Tribunal to pay the Landlord's reasonable costs for the enforcement of any breach of this agreement, including the filing fee for the lodgement of the application with the Tenancy Tribunal.
- b. In accordance with Section 44A(1) of the Residential Tenancies Act, the Landlord may seek to recover expenses incurred for the purpose of assigning, subletting, parting with possession (for all or some of the Tenants within the tenancy agreement), terminating a fixed-term tenancy agreement prior to the end date or renewing the agreement. In such instances where the Landlord seeks to recover costs; the Tenant will be provided with an itemised invoice with a breakdown of costs and fees, sundries or other expenses. A Landlord who seeks to recover expenses from a Tenant in accordance with Section 44A(1) must first provide an itemised account of the expenses to the Tenant in writing.

#### 28. Guarantee

- a. If this agreement includes a guarantor, then, in consideration of the Landlord entering into this agreement at the Guarantor's request, the Guarantor irrevocably:
  - i. guarantees to the Landlord that the Guarantor will be jointly and severally liable with the Tenant for the payment of rent and the performance by the Tenant of the terms and conditions of this agreement, and
  - ii. indemnifies the Landlord against any loss the Landlord may suffer if the Tenant fails to perform such obligations. If there are more than one guarantor, then their liability shall be joint and several.

#### 29. Invalidity

a. If any provision of this agreement is deemed or held to be illegal, invalid or unenforceable, only that provision will be inoperative and in all other respects this agreement will remain in full force and effect.

#### 30. Drains

a. It is the Tenant's responsibility to keep the premises reasonably clean and tidy. This includes ensuring that drains do not become blocked by objects disposed of down drains by Tenants. The Tenant agrees that they will be liable for repairs and maintenance cause by such blockages, if, under the balance of probabilities, it can be assumed that the Tenants caused the blockage.

#### 31. Additional Clauses - Vedado Apartments

#### 1. Internet -

The Internet is supplied to the complex via a sole provider, Tele-Data Systems Ltd. Details will be provided for connection, etc. at the commencement of tenancy. It is the tenant(s)' responsibility to arrange connections with the sole provider directly. Disclaimers – neither the Body Corporate, property owner, or Taylor Property Plus (2006) Limited, accept responsibility for speed, any disruption to service or continuity of service in relation to the internet provision.

#### 2. Hot Water -

Hot water is supplied to the apartment complex via a sole provider, being My Utilities Limited, via a usage meter. A connection application form must be completed and submitted to My Utilities Limited prior to lease commencement date. An account for the hot water supply will be issued monthly. Details will be provided for connection etc at the commencement of tenancy, it is the tenant(s)' responsibility to arrange connections with the sole provider directly. Disclaimers – the Body Corporate, property owner, or Taylor Property Plus (2006) Limited accept no responsibility for any disruption to service or continuity of service in relation to the hot water provision.

#### 32. Body Corporate Rules

The Landlord confirms that the premises are held in a stratum estate under the Unit Titles Act 2010. As such the Body Corporate operational rules are taken to be terms of the agreement. If there are variations to rules during the term of the tenancy, the Landlord will provide an updated copy to the Tenant.

#### 33. Clause For Assault/Disorderly Behaviour

The tenant(s) acknowledges that they are bound by S.40 (2) (c) of the Residential Tenancies Act 1986 which states that the tenant shall not cause or permit any interference with the reasonable peace, privacy and comfort of the Landlords other tenants in the use of the premises or any of the Landlords other Tenants in the premises occupied by those other tenants, or with the reasonable peace, comfort or privacy of any other persons residing in the neighbourhood. The tenant(s) are not permitted to conduct parties or any other activity that will impact on the integrity of the property and/or surrounding properties.

#### 34. Condensation & Mildew

The tenant(s) are to ensure that the property will be kept well ventilated, and windows, curtains/blinds, walls, and ceilings are kept clean in order to keep all surfaces and materials clear of condensation, mould and/or mildew. If your property is fitted with ventilation systems such as DVS or HRV this must be always used. The tenant(s) should not use non-flued gas heaters.

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#### 35. Final Inspection Guide

At the beginning and end of the tenancy, tenant(s) are supplied with this guide to outline the expectation as far as the condition the property is to be left in are concerned – at the end of the tenancy the property is inspected against these guidelines.

To facilitate the fast processing and return of your bond when you vacate this property, this guide is to help you with the final presentation of the property for inspection.

#### Kitchen -

- a. Inside oven all trays, oven racks, griller, and drip trays to be cleaned. Remove all splatters.
- b. Cooktops to be cleaned thoroughly to remove any cooking build up
- c. Dishwashers to be cleaned (including micro filters and soap dispensers).
- d. Refrigerator (especially behind) to be cleaned.
- e. Rangehood/exhaust fans need to be cleaned (inside and out); this includes any filters.
- f. All cupboards and drawers need to be washed out thoroughly, including shelves and inside and outside of cupboard doors. Please leave the doors open to allow surfaces to dry.
- g. Please ensure all kitchen surfaces are wiped down to remove any dust or other build up, this includes the top of kitchen cupboards.

#### Bathroom -

- a. All bathroom surfaces need to be thoroughly cleaned to remove any build up, this includes floors, vanity's, mirrors, drawers/cupboards, showers, baths, taps, chromeware, etc.
- b. Air vents/exhaust fans to be dusted and cleaned.
- c. All grouting is to be free of soap residue and mildew.
- d. Shower and shower screens to be free of soap residue, calcium, and/or other build up. Shower curtains need to be replaced.
- e. Laundry all supplied laundry appliances to be cleaned, this includes the filters and ensure the drier is free from lint build up. Please ensure all laundry surfaces are thoroughly cleaned this includes floors, walls, ceilings wash tub and any cupboards.

#### General -

- a. All blinds need to be cleaned thoroughly. For roller blinds theses need to be wiped down on both sides, for venetian blinds these need to be taken down, washed, and then re-hung.
- b. For curtains and net curtains need to be cleaned and free of mildew.
- c. Air vents to be dusted and cleaned.
- d. All cobwebs inside and outside need to be removed.
- e. All windows and windowsills to be cleaned thoroughly inside and out.
- f. All instruction manuals for appliances must be left on the premises.
- g. All walls to be cleaned thoroughly all marks to be removed. Top of door and window frames to be dusted.
- h. All light fittings to be removed and cleaned and all light bulbs must be in working order.
- i. All smoke alarm batteries must be in working order.
- j. All hard surface flooring such as lino, wooden floors, tiles, etc. need to
- k. All carpets need to be vacuumed and free of any markings. If required the carpets need to be professionally cleaned, please contact us for our preferred contractor.
- l. All surfaces should be cleaned thoroughly to remove any build-up of dust, fly spotting, mildew, etc.
- m. All items on the inventory/chattels list should be accounted for and all tenant(s)' personal belongings need to be removed from the property.

#### Outside Areas -

- a. All pathways to be swept clean, lawns to be mowed, and edges to be trimmed.
- b. Flower beds and pebble areas to be weeded.
- c. No rubbish is to be left in the garden.
- d. Driveways, carports, and/or garages should be free of grease and oil stains.

If you prefer to have the property professionally cleaned, please contact our office and we are happy to provide contact details for our preferred cleaning contractors. If you are unsure about cleaning products to use, or the appropriate cleaning process, please contact us.

In signing the lease agreement, you agree to follow the cleaning guidelines at the end of your tenancy and will endeavour to keep condensation to a minimum during the term of your tenancy.

#### 36. Financial Condition

This agreement is entirely conditional on the tenant(s) paying the initial payment, being rent in advance, and bond, and this amount must be paid by the tenant(s) no later than 10 working days prior to the lease start date specified in this Tenancy Agreement under 'Tenancy Term'. Should the tenant(s) not pay the total sum, by the appointed time, then this agreement may be deemed to have never become unconditional. Any portion of the sum (if any) shall be refunded and neither party shall have any claim against one another.

#### 37. Lease End

At the end of the lease, the tenant(s) agree to:

- Leave the property in a clean and tidy condition as per the "Final Inspection Guide"
- Vacate the property ready for inspection by 12:00 noon on the last day of the tenancy.

#### 38. Mattresses On Floors

The tenant(s) acknowledges that placing bedding, including mattresses, directly on the floor may damage the flooring. The tenant(s) agrees that all bedding and mattresses shall be kept off the floor and used with the appropriate bed base that allows at least 10cm of ventilation space between the floor and the mattress. The tenant(s) acknowledges that they will be required to pay for any flooring damage which is caused by placing bedding material directly on the floor.

#### 39. Outgoings

The Tenant agrees to pay any utilities and other outgoings that are exclusively attributable to the Tenant's occupation (such as electricity, gas, internet and telephone charges).

#### 40. Replacement Of Consumables

The tenant(s) shall replace any consumable relating to occupancy of the property during the term of the lease and be in working order at the end of the lease. This includes, but is not limited to, light bulbs and smoke alarm batteries. Consumables relating to hygiene such as shower curtain and mattress protectors (but not limited to) shall be replaced at the end of the lease. If these are not replaced or in working order, then the tenant(s) will be liable for the cost of the owner and/or property manager replacing these.

#### 41. Subsequent Leases

With regards to the initial inspection condition report, any subsequent leases for this property, renewal, or extension, will be bound by the initial inspection condition report set out and agreed to at the time of initial occupation of the property.

#### 42. Tenant Absence

The tenant(s) agrees that if the tenant(s) is going to be absent from the tenancy premises or the premises will be left empty for a period of 4 weeks or more, then the tenant(s) will advise the landlord in writing before leaving.

### Signing

冷 Signed by the Tenant	
Venkatahraman Chinnathambi	2 <sub>0</sub> Provided the second secon
Kalaivani Chinnasamy	20 C. When it is a second of the second of t
% Signed by or on behalf of the Landlord	
Theresa Bacica Taylor Property Plus On behalf of Sam Harvey	್ಡು Date:

## Bond lodgement form

## **Tenancy Services**

- > All sections of this form must be completed to enable smooth processing of information, payment and future refunds
- > Landlords' and all tenants' signatures must be provided. Incomplete forms will be returned
- > Complete in a black or blue pen with **CAPITAL** letters if handwriting

>	Read the important	information or	the back of this form	before entering any details

1 If payment is to an existing bond for this tenancy, enter the bond number here:
2 Address of the rented property Property ID (if known):
Room no. (for boarding house or room only tenancy) Unit 407 House no. 41 Street Hopper Street
Suburb Te Aro City Wellington
Building name Postcode 6011
Weekly rent \$ 540.00 Total bond \$ 2160.00 Total amount enclosed \$ 2160.00
Date tenancy started No. of bedrooms 1 Dwelling type (tick one): House/Townhouse Apartment Room Boarding house room Bedsit/Flat
3a Landlord details Are you a first time landlord? Yes Landlord ID: 2 1 8 1 4 6 5
Full name(s) or trading name Taylor Property Plus
Contact phone 04 477 1564
3b Landlord address for service Email will be first point of contact if provided
Email inquiry@property-plus.co.nz
Unit Groun House no. 262 Street Thorndon Quay
Suburb Pipitea City Wellington
PO Box or Postcode 6011 By signing this form you agree that the information you have provided is true and correct
4a Tenant 1 details
Full name Venkatahraman Chinnathambi Bond contribution \$ 2160.00
Are you a first time tenant? Yes Date of Birth DDMMYYY Contact phone 0212763223
4b Tenant 1 new address for service Email will be first point of contact if provided
Email cvenkatah@gmail.com
Room no. (for boarding house or room only tenancy) Unit 407 House no. 41  Street Hopper Street
Suburb Te Aro City Wellington
PO Box or Private Bag Postcode 6011 By Signing this form you agree that the information you have provided is true and correct
4C Tenant 2 details
Full name Kalaivani Chinnasamy  Bond contribution \$ 0.00
Are you a first time tenant? Yes Date of Birth DDMMYY Contact phone +919790418519
4d Tenant 2 new address for service Email will be first point of contact if provided
Email vanichinnasamymck@gmail.com
Room no. (for boarding house or room only tenancy) Unit 407 House no. 41
Street Hopper Street
Suburb Te Aro City Wellington
PO Box or Postcode 6011 By signing this form you agree that the information you have provided is true and correct

If you need to add more tenants, please use the *Additional tenants bond lodgement form* and attach it to this form.

#### **Privacy statement**

Information provided on this form will be held and used by the Ministry of Business, Innovation and Employment for the purposes of enforcing and administering the Residential Tenancies Act 1986. It may also be used for carrying out customer surveys, public education and statistical analysis, and we may occasionally provide your information to third parties to carry out this work on our behalf.

We collect date of birth information to help us ensure that we can correctly identify you. Supplying your date of birth is optional.

Bond contribution information provided to Tenancy Services may be used to help confirm refund details for each tenant at the end of the tenancy. Supplying this information is optional.

The personal information you supply will not be used for any other reasons unless permitted under the Privacy Act 1993 (e.g. with your consent or for a directly related purpose). The information may also be provided to third parties where it is required or permitted by law. The personal information you supply will be provided to all parties named on this form or on the bond record. You can access or correct your personal information held by us at any time.

#### Dwelling type definitions

**House/Townhouse:** When you live in a self-contained property, usually a building with land

**Apartment:** When you live in a property with self-contained areas (e.g. apartments, units) and shared areas (e.g. building lifts, driveways)

**Boarding House Room:** When you live in a room in a boarding house – i.e. rented separately but sharing facilities in a building intended for 6 people or more

**Room:** When you live in a room in a house which is not a boarding house – i.e. rented separately but sharing facilities in a building intended for less than 6 people

**Bedsit/Flat:** When you live in a place which is either part of a subdivided building, or a building which is independent of the primary residence of a property (e.g. sleep-out)

#### **Property ID number**

If you do not know the Property ID number for this property, leave the box blank.

#### Weekly rent and Dwelling type

This information is gathered by Tenancy Services so that the general public and landlords have access to current rental market information through the Tenancy Services website. No personal, individual bond or property information will be published there.

**No. of bedrooms** – If you are only renting a room, the number of bedrooms is one.

#### Landlord ID number

If you do not know the Landlord ID number, leave the box blank.

#### Address for service

This information will assist Tenancy Services to contact you regarding this bond and to minimise any delays in paying out/refunding the bond when the tenancy finishes.

#### Landlord's address for service:

If you provide an email address, we will use this as the primary means for communication. However, a physical address must also be provided.

If we need to contact you at a street address regarding this tenancy we will use the address for service you provided.

In addition to a street address, a PO Box address can also be provided as an address for service.

#### Tenant's address for service:

If you provide an email address, we will use this as the primary means for communication. If we need to contact you at a street address during your tenancy we will use the address of the rented property or the address for service you give us. A new address for service is required after the tenancy has ended.

In addition to a street address, a PO Box can also be provided to be used as an address for service.

PLEASE NOTE: By providing a PO Box or email address, you are authorising Tenancy Services to use these to contact you.

### Any questions?

All our forms and other information are on our website at www.tenancy.govt.nz

If you have any questions about this form or need more information about bonds, please Freephone 0800 737 666 or contact us by email at www.tenancy.govt.nz/contact-us

Ki te mea he pātai āu mō tēnei puka, kei te pīrangi pārongo rānei mō te moni here (bond), waea koreutu 0800 737 666, whakapā rānei ki a mātou i te īmēra www.tenancy.govt. nz/contact-us

'A iai ni fesili e uiga i lenei pepa pe mana'omia fo'i nisi fa'amatalaga e uiga i le tupe fa'amau (bond), fa'amolemole telefoni mai i le numera 0800 737 666, pe feso'ota'i mai ile emeli www.tenancy.govt.nz/ contact-us

若您有任何关于本表格方面的疑问,或是希望获得有关押金的更多详情,请拨打我们的免费热线电话 0800 737 666,或发送电邮至以下网站内的相应电邮地址,与我们联系: www.tenancy.govt.nz/contact-us

If you have questions about your rights and obligations when renting call our tenancy information line Freephone: 0800 TENANCY (0800 83 62 62)

#### Send us your form

**Online:** If paying online, please go to www.tenancy.govt.nz and follow the 'Lodging a bond' online instructions.

**Post:** If paying by cheque please send this form and cheque to: Tenancy Services, PO Box 50 445, Porirua 5240. Please make the cheque payable to: Tenancy Services



## **Healthy Homes Statement** •

Unit 407 41 Hopper Street, Te Aro, Wellington 6011

### Meating

The main living area in the property is required to have no less than 80% of the required heating capacity (kW) for the room, have a minimum output (kW) that is greater than 2.4 kW and meet the required standards for heating sources under the Healthy Homes Standards 2019.

Description of Heater 1	Fixed heater	Heating Capacity (kW)	2.4
Total Heating Capacity (kW)	2.4	Required Heating Capacity (kW)	4.38
Heating Exemption	Exemption		
Heating Compliant	Yes		
Comments	Heater installed March 2021 by Tungsten Electrical		
Exemptions  BC rules do not allow heat pumps to be installed. BC rules attached.			

#### Insulation

Condition

Last Checked	01-07-2021	Checked By	Email from James Solari (Architect) in property diary
Insulation Compliant	No	Compliance Date	
Exemptions (for all insulation types)	Compliant - details received from Arc	chitect	
	insutation Detait Statement netu		
Walls			
Insulated	Yes	Туре	Timber framed range from R1.99 to R2.45, Insulated Concrete R1.10
Condition	Reasonable		
Ceilings			
Insulated	Yes	Туре	R3.81
Value or Thickness	Built 2017		
Condition	Reasonable		
Floors			
Insulated	Yes	Туре	R1.54 (street) and R1.66 (rear)
Value or Thickness	R1.54 (street) and R1.66 (rear)		

Reasonable

### Ventilation and Habitable Spaces

Fans installed before 1 July, 2019 must ventilate to the outside of the house and be in good working order, but do not have to meet the requirements listed below.

Install was prior to July, 2019 and meets all the requirements		No	
Exemption	Rangehood exempt	Reason for Exemption	BC rules do not allow externally venting rangehood/fan
Kitchen Fan 1: Diameter (mm)	0	Kitchen Fan 1: Capacity (l/s)	0
Kitchen Fan 2: Diameter (mm)	0	Kitchen Fan 2: Capacity (l/s)	0
Bathroom Fan 1: Diameter (mm)	120	Bathroom Fan 1: Capacity (l/s)	25
Bathroom Fan 2: Diameter (mm)	0	Bathroom Fan 2: Capacity (l/s)	0
Do all habitable rooms in the property have one or more windows, doors, or skylights that open to the outside and meet the requirements?		All	
Rooms that meet the requirements ${\sf Living/kitchen/bedroom-1\ room}$			
Ventilation and Habitable Spaces Compliant	Yes	Compliance Date	

#### Moisture ingress and drainage

Does the property have gutters and Yes down pipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall?

Does the property have any enclosed subfloor spaces?

No

Draught stopping standard

Does the property have any open fireplaces?

No

Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building?

Yes

#### Final Compliant Statement

Comments HEALTHY HOMES COMPLIANT

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

b

Theresa Bacica Taylor Property Plus Date:



## **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

Registered
28 Jul 2017 09:44
Martin, Richard Norman
Unit Titles Act 2010 - Notice/Change of Rules - s105 &106



Affected Computer Registers	Land District
757456	Wellington
Annexure Schedule: Contains 7 Pages.	

### Signature

Signed by Richard Norman Martin as Applicant Representative on 28/07/2017 09:43 AM

\*\*\* End of Report \*\*\*

© Copyright: Land Information New Zealand

Dated 28/07/2017 9:44 am

Page 1 of 1

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**Annexure Schedule:** Page:1 of 7

#### Notice of Change to Body Corporate Operational Rules

Section 106, Unit Titles Act 2010

Unit plan: 503938

Body Corporate Number: 503938 Supplementary Record Sheet: 757456

#### Notice

The Body Corporate gives notice that the Body Corporate Operational Rules are changed as specified in the Schedule of amendments.

The changes have been made in accordance with an unanimous resolution of the Body Corporate on 10 July 2017.

#### Schedule of amendments

- 1. The Operational Rules contained in Schedule 1 of the Unit Titles Regulations 2011 are revoked.
- 2. The Operational Rules attached to this Notice are adopted.

Date: 🆓 🖏 🔠 day of July 2017

Signature of Body Corporate:

SHARELLA HOLDINGS LIMITED by its Attorney, Richard Norman Martin)

Richard Norman Martin

Before me:

Jessica Bonny McKellar Temm Solicitor

Wellington

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**Annexure Schedule:** Page:2 of 7

#### **UNIT PLAN No. 503938**

## **Body Corporate Operational Rules**

# 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants

- a. Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- b. These rules are binding on all owners and occupiers of unit title development as well as the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development.
- c. "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
- d. "Vehicle" means any car, van, truck, motorbike, scooter or other engine-powered means of transport and includes trailers.

#### 2. Interference and obstruction of common property

An owner of a unit must not interfere with the reasonable use or enjoyment of the common property by other Owners or obstruct any lawful use of the common property by other Owners.

#### 3. Damage to common property

An Owner of a unit must not damage or deface the common property.

#### 4. Use of facilities, assets and improvements within the common property

- a. An Owner of a unit must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the Body Corporate from time to time.
- b. Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

#### 5. Vehicle Parking, Bicycles and other equipment

a. An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

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**Annexure Schedule:** Page:3 of 7

b. An Owner of a unit must not park or permit to be parked any bicycle/s, or other items of sporting equipment or paraphernalia on any part of the common property, including in the corridors and stairwells.

c. The Body Corporate may remove a vehicle or bicycle or other items of sporting equipment or paraphernalia from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, at the expense of the owner of the vehicle or bicycle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

#### 6. Aerials, satellite dishes and antennas

An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

#### 7. Signs and notices

An Owner of a unit must not, without the prior consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a unit.

#### 8. Contractors

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

#### 9. Rubbish and pest control

An Owner of a unit:

- a. Must not leave rubbish or recycling material or other debris on the common property, road frontage or footpath except in areas designated for rubbish collection by the Body Corporate on designated days, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
- Must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c. Must not burn any rubbish anywhere on the common property or in any unit; and
- d. Must keep the unit free of any vermin, pests, rodents and insects.

#### 10. Cleaning and garden maintenance

An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards, paved areas or balconies within the unit are kept neat and tidy and are regularly maintained.

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**Annexure Schedule:** Page:4 of 7

#### 11. Cleaning and replacing glass

An Owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

#### 12. Lawns and gardens on common property

An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior consent of the Body Corporate, use any part of the common property as a garden for their own purposes.

#### 13. Use of water services

- a. All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
- b. An Owner of a unit must not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

#### 14. Washing

An Owner of a unit:

- **a.** must not hang any clothes, washing, bedding, towels or other items outside or from a unit, including on any balcony.
- b. must not hang any clothes, washing, bedding, towels or other items on the common property.

#### 15. Security and ventilation equipment

- (a) An Owner of a unit must comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit
- (b) An Owner must not install any heat pump in the unit.

#### 16. Floor coverings

Except in kitchen, laundry, toilet or bathroom areas of a unit an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.

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**Annexure Schedule:** Page: 5 of 7

#### 17. Noise, behaviour and conduct

- a. An Owner of a unit must not make or permit any noise, vibrations or smells or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other Owners.
- b. An Owner must not smoke on any balcony, deck or patio or within any part of the common property.
- c. An Owner must not consume, or allow the consumption of, alcohol on common property.

#### 18.0 Balconies, courtyards and patios

An Owner must not place on any balcony, courtyard or patio any obtrusive or inappropriate furniture, planting or other item and will at the request of the Body Corporate immediately remove such item in breach of this rule.

#### 19. Pets

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or on the common property. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- b. Notwithstanding rule 18a any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such dog onto the common property.
- c. An Owner of any animal or pet permitted under rule 18(a) or any dog permitted under rule 18(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

#### 20. Security

An Owner of a unit must keep the unit locked at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage.

#### 21. Moving and installing heavy objects

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

#### 22. Alterations to units

An owner must not make any additions or structural alterations to the unit without the written consent of the Body Corporate.

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**Annexure Schedule:** Page:6 of 7

#### 23. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

#### 24. Hazards, Insurance and fire safety

An Owner of a unit must not bring into, use, store, or do, in a unit or any part of the common property anything that:

- a. increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
- b. is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
- c. creates a hazard of any kind; or
- d. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

#### 25. Emergency evacuation drills and procedures

- a. An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.
- b. An Owner of a unit may incur a charge from the Body Corporate should there be a fire alarm callout and the Body Corporate consider that the call out has been incurred as a result of the actions of that Owner.

#### 26. Notice of damage, defects, accidents or injury

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner or Owners Agent of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

#### 27. Leasing a unit

- a. an Owner of a unit must not nominate, appoint, engage or enter into any agreement with any person or corporation to act as a letting/management agent for the benefit of the Owner, other than the letting/management agent nominated, appointed or engaged by ordinary resolution of the Body Corporate from time to time, provided that nothing in this rule shall prohibit an owner or occupier to act as his/her/its own letting agent.
- b. An Owner must not operate any short stay rental business such as "airbnb" or "bookabatch" from a unit.
- c. for the purposes of ensuring adequate control and maintenance of the building at all times, every Owner must, when creating (either through the letting agent nominated, appointed or engaged by the Body Corporate or as an Owner or occupier) a lease or tenancy or other rights of occupation in favour of some person other than his or her immediate family or an associated person:

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**Annexure Schedule:** Page: 7 of 7

(i) notify the body Corporate in writing of the name and contact details (phone and/or email) of such person; and

(ii) ensure that the proposed lessee, tenant or occupier is provided with a copy of the Body Corporate Operational Rules.

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# YOUR INTERNET

**Tele-Data Systems Ltd** are supplying Vedado Apartments with fibre speed Internet

YOUR APARTMENT IS WIRED FOR

## FIBRE SPEED INTERNET

UNLIMITED\* FOR \$79 CALENDAR MONTHLY (PREPAY)

Please enquire for cost if first / last period is not full month.

# HOW TO GET ONLINE

Your apartment will already have an internet router connected. Just pay & plug in any wired devices (like your TV, Apple TV, Xbox etc) via an ethernet cable to the router for best performance. Connect your wireless devices using the wireless password printed on the router. Please remember that hard-wired to router is always faster than WiFi – We have no control over the wireless environment.

## IMPORTANT TO KNOW

#### How do I Pay?

Bank Deposit / Automatic Payment to show before 1st of the month to

## Tele-Data Systems Ltd BNZ 02-0500-0579362-000

and include your apartment complex and number (e.g. Vedado 215) as the reference

#### Who owns the router?

The router is owned by Tele-Data Systems Ltd. If you move from Vedado Apartments please leave the router behind so we can connect the next tenant. Any routers removed or tampered with will be charged for.

### **NEED HELP?**

Call Tele-Data Systems Ltd support on 04 934 8353 option 7 or email vedado@tele-data-systems.it

All Internet Access Subject to Terms & Conditions\*\*

- \* (Fair Use Policy applies) See tele-data-systems.it/fup.pdf
- \*\* (Internet Access Policy) See tele-data-systems.it/iap.pdf

# www.tele-data-systems.it



0800 235 816 hello@myutilities.co.nz www.myutilities.co.nz



## MOVING IN? Hot Water

Please follow the below link to sign up for hot water supply at your new home.

https://myutilities.utilmate.com/movein





Ways to pay
Pay your bill online, set up a direct debit,
view and manage your bills online.



View your usage View and track your water usage and see how you can save water and save money.



Moving out
Tell us you're moving-out date so we can
close your account.



Start saving
Use less water and save more money with simple, small changes.





Title Tenancy agreement

File name 1e0981ab-a79d-4c85-8488-adb010064485 and 5 others

Document ID c0726739b8ab69d4ec629ac2c4a17c1ec2a686f7

Audit trail date format DD / MM / YYYY

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## Document history

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