

Hamilton English Language Academy

Accommodation Tenancy Agreement



S1 LANDLORD DETAILS

Name: Hamilton English Language Academy (HELA)

Physical address for service: 118 Rostrevor St, Hamilton central, Hamilton 3204

Post address: P.O. BOX 9216, Waikato Mail centre

Phone: 07 838 2002 (work days, 8:30am – 5 pm)

Emergency number: 021 842 223 (Kane Smith)

S2 TENANT DETAILS

First Name:

Family Name:

English Name:

Male Female

Nationality:

Passport/ License/ Photo ID:

Phone Number:

Mobile Number:

Email:

Are you over age of 19? YES NO

Language spoken:

Can you speak English? YES NO

Tenant Emergency contact

Name:

Phone Number:

Relationship to you:

Can they speak English? YES NO If not, what language do they speak? _____

Tenant Details

Key bond \$

Rent per week \$ +car park per week\$ To be paid in advance, weekly.

Bond amount \$ (2 weeks bond, 1 week rent in advance)

Rent to be paid every Monday Tuesday Wednesday Thursday Friday

into Bank Account : 01-0902-0299726-00 (ANZ)

Account name: International Trade NZ Ltd

Transfer reference – Surname + room No.

S3 HELA AND TENANT AGREE THAT

1. The tenant, _____,
2. Strike out one option:
This tenancy may be ended by either party giving notice of 3 weeks in writing to HELA reception.
This tenancy is for a fixed term, starting on the ___/___/20__ and ending on the ___/___/20__.
Note: Fixed-term tenancies automatically become periodic upon expiry of the fixed-term unless either party gives the other written notice of their intention not to continue with the tenancy. That notice must be given no less than 3 weeks, before the end of the fixed-term. If the landlord grants the tenant a right to renew the fixed-term, they should state this with updated tenancy agreement.
3. Please note any damages to property or fixtures and fittings must be paid by the tenant immediately.
4. No Duplication of no key is to be or anyone other than tenant.
5. Unpaid late rent payments will incur a cost of \$20.00 per week on top of the rent owing.
6. Tenancy will be expired immediately if your rent is 1 week overdue. Your belongs will be removed from your room and can be received from the reception once rent is paid.

S4 DECLARATION AND SIGNATURE

I acknowledge that HELA is not liable for any costs associated with any medical expenses incurred by me at any time.

All information provided is truthful and correct to the best of my knowledge.

I supply the information in this form and in support of this application with the understanding:

1. That it may be used for the purpose of accommodation application.
2. That I have the right to see and correct the information I have provided if necessary.
3. That it may be used for purposes external to HELA when it is in statistical form in the provisions of the Privacy Act 1993.

The accommodation manager and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on page 3 of this agreement.

Signed by _____ Date ___/___/_____

Accommodation manager

Signed by _____ Date ___/___/_____

Tenant

1. Agreement

HELA will keep a copy of the tenancy agreement, and give you a copy. Changes in the particulars of either party must be notified to the other party within 10 working days. Your stay is a minimum of 1 week and maximum of 12 weeks, or if you are studying at Hamilton English Language Academy for longer, your accommodation can be extended.

2. Rent

- Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- 3 weeks' written notice must be given for rent increase.
- Rent shall not be increased within 12 weeks of the start of the tenancy or the last rent increase.
- Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- Receipts must be given immediately if rent is paid in cash.

3. Bond

- HELA may require a bond of up to 4 weeks' rent.
- Receipts must be given for bond payments.
- The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear.

4. Landlord's responsibilities

- Provide the premises in a reasonable state of cleanliness
- Provide and maintain the premises in a reasonable state of repair and comply with all building, health and safety standards that apply to the premises
- Allow the tenant quiet enjoyment of the premises
- Pay rates and any insurance taken out by the landlord. *
- Not seize the tenant's goods for any reason, unless rent is not paid after 1 week or they leave without notice and abandon the room.
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days.

5. Tenant's responsibilities

- Pay the rent on time. A fee of \$20.00 will be charged per week for all late payment of rent.
- If you pay 1 week late, you may be asked to leave the property.
- Lock the main entry door as you come in as well as go out.
- Do your own dishes. Tidy and clean the kitchen up after you used.
- Please do not enter or use any school property without permission.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- Use the premises principally for guest accommodation purposes.
- Not damage or permit damage to the premises, and to inform the landlord of any damage. *
- Not disturb the neighbours or the landlord's other tenants.
- Not alter the premises without the landlord's written consent.
- Not use the property for any unlawful purpose.
- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.

- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.

6. Rights of entry

The landlord shall enter the premises only:

- with the tenant's consent at the time of entry
- in an emergency
- for necessary repairs or maintenance, from 8 am to 7 pm,
 1. for cleaning of the premises
 2. for building work of the premises
- for an inspection of the property or work done by the tenant, from 8 am to 7 pm.
- with the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises.

Consent may not be unreasonably withheld but reasonable conditions may be imposed.

7. Locks

- Locks can only be changed with the agreement of both the tenant and the landlord. They should be provided and maintained in a secure state by the landlord.
- No keys to be copied.
- NO DUPLICATES of the key are to be made or given to anyone.

- 1 key per tenant.

8. Notices

- 3 weeks' notice in writing must be given if you are leaving your accommodation earlier than booked.
- 3 weeks' notice in writing must be given if you wish to extend your accommodation. (up to 12 months).

This is validated at the discretion of the Director and also if your room is not already booked.

Notices to terminate tenancy: The landlord may give 3 weeks' notice in writing – and must state the reason for termination if:

- the owner has an unconditional agreement to sell the premises with vacant possession; or
- the premises are required as the principal place of residence for the owner or any member of that owner's family; or
- the premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

In other cases, the landlord must give 6 weeks' notice in writing.

9. Termination by Tribunal

The landlord may apply to the Tenancy Tribunal for a termination order where:

- the rent is 1 week in arrears
- the tenant has caused or threatened to cause substantial damage to the premises
- the tenant has assaulted, or threatened to assault, or caused or permitted any person to assault the landlord, a member of the landlord's family, an agent of the landlord, or a neighbour
- the tenant has failed to comply with a 1 week's notice to remedy a breach.

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act.

11. Mitigation of loss

If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.