

TENANT INFORMATION

BCRO
PROPERTY
MANAGEMENT



TABLE OF CONTENT

4. General Information

6. Tips for a successful tenancy

9. Tenancy Agreements

12. Flatting and Group Tenancies

15. Know your rights

16. Inspections & Occupancy

21. Paying your rent

25. Tenant App

26. Maintenance

28. Tips for issues that may arise

33. Moving out

37. Getting your bond back

GENERAL INFORMATION

Contact Details

Please always use the below contact details to ensure a timely response to any issues that may arise during your tenancy:

Phone: (+64) 03-352-1477 or 0800 276 777

Email: hello@bellcrossroberton.com

PO Box 7136, Sydenham
Christchurch, 8023

BCR Trust Bank Account
02-1268-0030301-001

TIPS FOR A SUCCESSFUL TENANCY

Communication with your BCR property manager is key and will ensure the smooth running of your tenancy and household. Please contact us with change of details/issues that may arise during your tenancy, this will result in the best outcome for both parties.

Examples of when to notify your BCR property manager –

- If a chattel is not working as it should e.g the oven is faulty
- Your contact details change e.g. your email or phone number
- If your rent payment is going to be late or your rent payment frequency changes
- If any damage has occurred to the property

- Ensure you retain copies of all documents; tenancy agreement, bond lodgement and rent receipts in a safe place.

Your tenancy agreement is a legally binding document, and you may need to refer back to this at a later date.

- Never terminate or stop your rent payments, even if there are issues with your property. Failure to pay rent can result in Tenancy Tribunal action.

- Comply with the terms outlined in your tenancy agreement.

If you wish to change these e.g. getting a pet, or making an alteration to your property you must make these requests in writing and gain permission from your BCR property manager.

TENANCY AGREEMENTS

GIVING NOTICE TO END A PERIODIC TENANCY

Tenant

You must give at least 28 days' written notice to end the tenancy (unless the landlord agrees to a shorter time) You will be liable for rent up to the 21st day of your notice period.

Landlord

If a landlord gives the tenant notice to end the tenancy and the tenant wants to move out sooner, the tenant must still give the landlord 21 days' written notice.

A landlord can currently provide a minimum 90 days' written notice to end the tenancy, but can give less time (at least 42 days' notice) when one of the following applies:

- The property has been sold and the new buyer wants 'vacant possession'
- The owner or a member of the owner's family is going to live in the property
- The property is normally used as employee accommodation and is needed again for that purpose (and the fact this may happen was stated in the tenancy agreement).

The landlord's notice must clearly state one of the above circumstances as the reason for giving notice - and this reason must be genuine.

Fixed-term tenancy

A fixed-term tenancy agreement lasts for a set amount of time as specified on the tenancy agreement – e.g one year. There is no maximum length for a fixed term tenancy. The length of the tenancy will be stated on the tenancy agreement.

Giving notice to end a Fixed-term tenancy.

You can't give notice to end a fixed-term tenancy early. You should make sure a fixed-term is right for you before you sign the agreement.

Once the term ends, the tenancy will become periodic. If you don't want this to happen, you'll need to give notice in writing at least 21 days before the term ends.

FLATTING & GROUP TENANCIES

It's important to know the difference between tenant and flatmate rights. If you are not listed on a tenancy agreement or a bond lodgement form it's likely you are classed as a flatmate and not covered by the Residential Tenancies Act 1986. Below is some general advice to identify the difference

Tenant

- If you have a tenancy agreement, verbal or written, with a landlord, you're a tenant and legally responsible for the place. Tenants are responsible to the landlord for the whole of the rent and any damage done, not just their own share.
- Tenants are covered by the Residential Tenancies Act 1986 and can get advice from Tenancy Services about renting.
- As a tenant, you have the right to live in the flat and cannot be asked to leave by another tenant or your flatmates. Only the landlord can give you notice to leave.
- If everyone living in the flat signs the tenancy agreement, you'll all have tenancy rights – and obligations. Anyone who moves into a flat and signs a tenancy agreement along with any other people is taking on shared responsibility for the whole tenancy. This is called 'being jointly and severally liable'. It means that if one of the tenants causes damage to the property or gets behind in paying rent, all the other tenants can be held responsible. They may have to pay the debt if the offending tenant does not.
- It is wise for a tenant to take out personal liability insurance to cover them in the event they're held responsible for debt or damage caused by one of the other tenants or by one of their flatmates.
- The Tenancy Tribunal is available to sort out disputes between landlords and tenants. The Tenancy Tribunal does not consider disputes between tenants and

FLATTING & GROUP TENANCIES

Flatmate

- If one (or more) tenant signs the tenancy agreement and then allows you to share the flat, you are likely to be a flatmate. Flatmates are living in the property but are not part of the tenancy agreement.
- A flatmate lives with the person they pay rent to (ie the tenant). Flatmates are not responsible to the landlord for the rent and the state of the property. Instead, they are responsible to the tenant for their share of the rent.
- As flatmates are not covered by the Residential Tenancies Act your rights depend on the agreement you have with the tenant.
- Flat-sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986. Tenants and other flatmates will, however, find it useful to have a written agreement.
- If you are a flatmate, you should sort out with the tenant the details about notice requirements and other responsibilities.
It's useful to write them down and sign it. If you pay rent to a tenant, buy a rent book and get a receipt for every rent payment you make.
- The Tenancy Tribunal is not available to sort out disputes between flatmates. Disputes between flatmates can be taken to the Disputes Tribunal.
- Tenancy Services cannot give advice about flatmate disputes

These organisations may be able to help:

- Community Law Centre
- Citizens Advice Bureau
- Student accommodation advisors can offer advice on flatmate relationships.

KNOW YOUR RIGHTS

It's important you understand and are familiar with your legal rights. The Residential Tenancies Act 1986, administered by the New Zealand Government's Ministry of Business, Innovation and Employment, outlines the rights and responsibilities of both landlords and tenants who are entering into a tenancy on a property in New Zealand.

The Act states that as a tenant you must

- Pay the rent on time
- Keep the property reasonably clean and tidy
- Let the landlord know about any damage or repairs straight away
- Pay for their own outgoings eg, electricity, gas and internet, unless arranged otherwise with your BCR property manager
- Use the property mainly for residential purposes rather than business activities
- Leave the property clean, tidy, and clear of rubbish and possessions
- Leave all keys with the landlord when they move out
- Leave all items that were supplied with the tenancy

If you would like to read further about your rights, you can find more information on www.tenancy.govt.nz or ask your BCR property manager on anything you are unsure about.

INSPECTIONS & OCCUPANCY

Routine Property Inspections

BCR will organise routine property inspections generally every three months. These inspections are a requirement under most landlord's insurance policies. This is an opportunity for you to point out any maintenance required at the property. Photos will be taken by your BCR Property Manager during the inspection.

BCR will give you a minimum 48 hours' notice, in writing prior to any inspection. We will work together to find a time and date that works for both parties.

Occupancy

Only the people listed on the tenancy agreement are permitted to reside at the property. If a tenant wishes to move out, you must notify your BCR property manager as soon as possible.

PLEASE TAKE NOTE

Bills/Utilities

Utilities covered by the tenant are outlined in your tenancy agreement. It is the tenant's responsibility to set up their utility accounts (power, gas, internet etc.) These must be in the tenants own name. Remember to close these accounts when vacating the property.

Car Parking

Car Parking will be outlined on your tenancy agreement, please only park in these designated areas. Please do not park on lawns, or grassed areas. Caravans and Motor-home are not permitted without prior approval.

Fair Wear & Tear

Fair wear and tear refers to the gradual deterioration of things that are used regularly in a property when people live in it. A tenant is not responsible for normal fair wear and tear to the property or any chattels provided by the landlord when they use them normally. The tenant is responsible for any intentional or careless damage.

An example of this would be where a stove element wears out from normal cooking. This is fair wear and tear. However, if the stove was being used to heat the kitchen and stopped working properly, this would not be considered normal use.

Examples of what is usually considered fair wear and tear are:

- Flooring getting worn
- Taps and washers in the kitchen, bathroom or laundry wearing out or leaking

Examples of what is not normally considered fair wear and tear are:

- Burn marks or drink stains on the carpet
- Drawing on wallpaper

If you are not sure if something falls under Wear & Tear always let your BCR property manager know, and we can confirm for you.

Keys

We ensure you have been allocated all the keys needed for your property, if these are not returned at the end of your tenancy the tenant will be responsible for the costs associated and this can be deducted from the bond. Please do not cut additional keys without consent from your BCR property manager.

Animals & Pets

Pets may only be kept at your property if it has been previously agreed on. Failure to comply with this will be seen as a breach of your tenancy agreement and could result in your ability to continue living at the property.

EMERGENCY REPAIRS

Emergency Repairs

Repairs are classified as 'emergency' when the damage or disrepair is likely to cause injury to people or property.

If such situations arise you need to notify your BCR property manager immediately, even if it is after hours or in the weekend. The tenant can organise for urgent repairs to be conducted without the consent of the landlord if they have made reasonable attempts to contact the landlord but have received no response.

Emergency Repair examples-

- Water pipes that have broken or burst
- Blocked or broken toilet (if a second toilet is not available)
- Serious roof leak
- Gas leak
- Dangerous electrical fault (e.g. loose power point or live wire)

PAYING YOUR RENT

It is your legal responsibility to pay your rent, to the Landlord in advance. Please ensure that your payments reach us on or before the due date. We recommend setting up a automatic payment. Please pay into the bank account detailed on page 1, and use the reference that is noted on your tenancy agreement.

BCR Trust Account
02-1268-0030301-001

If you have any problems meeting your rent payments, please notify your BCR Property Manager at the earliest possible time. There may be an option to work out a payment plan together in this situation.

Rent Reviews & Increases

For both fixed-term and periodic tenancies, landlords can only increase rent after the first 12 months of the tenancy, provided the increase is not within 12 months of the last increase.

For fixed-term tenancies, landlords can only increase rent if the tenancy agreement allows this. Special rules apply if a tenancy agreement is subject to an annual rent increase process.

A landlord must give their tenant at least 60 days' written notice of a rent increase. Boarding house landlords must give their tenant at least 28 days' written notice.

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What happens if you don't pay your rent

You will be notified by BCR regarding any rent arrears to ensure you are aware of the missed payments. Typically, you will be given 7 days to rectify or arrange a payment plan with BCR. Failure to communicate with BCR after the 7 day notice period will likely lead to Tenancy Tribunal action, and could result in you having issues renting in the future.

Again, if you predict you are likely to have any issues paying your rent, please communicate this with your property manager so we can work through the issue together.

MAINTENANCE

It is your responsibility to tell us when the property requires maintenance.

It's easy to do so and you don't even need to call us.

Visit our website www.bcrproperty.co.nz/maint

We have technology that will log the job, and walk you through every step of the process. You will be notified when the job has been scheduled to be repaired and the contractor will be given your details to directly arrange a suitable time.

If you don't have access to our website you can

Email Us at hello@bellcrossroberton.com

Or Phone us on 0800 276 777

Maintaining your property

During the course of the tenancy, the tenant is generally responsible for keeping the premises reasonably clean and tidy. Keeping the property clean and tidy is important to ensure that no lasting or permanent damage is done to the premises that you may be liable for as a tenant.

Maintenance issues that arise

It is important when you notice a maintenance issue that you inform BCR soon as possible. Trade jobs firstly require permission from the landlord. We will work in a timely manner to obtain the Landlord's approval; a work order is then forwarded directly to the specific tradesperson. We will then contact you to arrange a convenient time to address the approved maintenance.

Emergency Maintenance

If emergency maintenance issues arise outside of working hours, please phone us on 0800 276 777

TIPS FOR ISSUES THAT MAY ARRISE

Blocked Sinks & Drains

Please ensure you do not allow anything into the plumbing system other than for what it is intended. Sanitary products, paper towels, coffee grounds, diapers, condoms, cooking oils & fats are not to be flushed or tipped down drains. If your drains appeared to be blocked, in a dry sink try pouring hot water down the drain, if this flows down the drain follow it with one cup of bicarbonate of soda (baking soda) and then follow with one cup of vinegar. Leave it for ten minutes, then chase it with more hot water. A combination of the hot water and the natural cleaner mixture can break blockages up.

If this doesn't work or there is a recurring blockage, please notify your BCR property manager.

Ovens

If the lights are working on your ovens but the functions do not appear to be working or heating up. Often a clock that's not set can cause your whole oven to stop working - crazy, but true. This is an easy fix though, just consult your oven manual if it's available or google the make and model of your oven to find out how to set the time.

Hot Water Systems

If you experience problems with a gas hot water system, check the pilot light has not gone out. There should be instructions on the system for relighting the pilot light. You can also adjust the temperature of the water and your system should also list instructions for how to do this.

Washing Machine & Dryers

For washing machines, check the hot and cold water connection hoses and taps before calling to report a problem. Dryers will need to have the lint filter cleaned after each use. If the appliances belong to you, you will be responsible for any maintenance. If they belong to the owner and you have checked the manual (if provided), contact your property manager to arrange repairs.

TIPS FOR ISSUES THAT MAY ARRISE

Electricity

If your whole area loses power:

- The local lines company will be working on the problem as soon as it occurs. If you work in a remote or rural area, call your local faults number to log the fault.
- Turn off appliances and electrical equipment – some can be a fire hazard and others might be damaged when the power comes back on.

If your place is the only one without power.

- Check your fuse box to see if it's still working, if the safety switch has tripped, reset it.
- If your fuse box seems to be working, you may have a fault in the supply to your premises.

What to do in an electrical accident:

- Don't touch the injured person if they're still in contact with a live electrical source.
- Switch the source of electricity off, or if you can't, move the source away from you and the injured person using a nonconducting object like a wooden broom handle. Then dial 111 for an ambulance immediately.

Electric Hot Water

If you are having issues with the electric hot water system a few things to check before contacting your BCR property manager so we can advise the technician are –

- Are there any signs of leaking?
- Does the hot water cylinder feel warm to touch?
- Is the power to the cylinder switched on?
- Is there no hot water supply to the entire house or just certain areas?

MOVING OUT

When a tenancy's coming to an end, both property manager and tenants can help things go smoothly before and on the final day of the tenancy.

Showing potential tenants through the property

Often when a tenancy ends, the property will be rented again to new tenants. If BCR or the landlord wants to show potential tenants through, we will obtain the current tenant's permission.

The tenant can't unreasonably refuse this, but they can set reasonable conditions. For example, they may limit access to certain times of day or days of the week. You still have the right to quiet enjoyment of your home.

Conducting the final property inspection

BCR will arrange a suitable time with the tenant/s to do the final property inspection together. A final inspection must be done before the bond is released.

If possible, the final inspection should happen once the tenant's moved all their belongings out and finished cleaning the property. If you can't do the inspection together, you should each do your own. It's a good idea to take photos.

Some or all of the bond can be claimed for anything needing to be rectified by the tenant relating to the tenancy, such as unpaid rent, damage to the property, missing items and insufficient cleaning or gardening maintenance.

MOVING OUT

What is expected of the tenant on move out

- Pay everything you need to, and cancel any services
- Continue to pay the rent up to (and including) the final day of the tenancy.
- If you pay for water, record the water meter reading on the final day of the tenancy. Do this after you've moved everything out and have finished cleaning.
- Cancel any services you have connected to the property (eg, electricity, gas and internet).
- Leave the place tidy, and take only what's yours
- Remove all your belongings.
- Make sure you leave the property reasonably clean and tidy (inside and outside), and take away all your rubbish.
- Leave behind anything the landlord provided for you to use during the tenancy, such as furniture and appliances..
- Return all the keys to the landlord.
- Leave your details with the landlord
- Give your forwarding address to the landlord, and to Tenancy Services. This means mail can be forwarded to you and you can be contacted about your bond.

GETTING YOUR BOND BACK

Landlords and tenants need to complete and submit a bond refund form at the end of the tenancy.

When the tenancy ends, the tenant and property manager will inspect the property together. If the inspection shows everything's in order, BCR will complete the bond refund form and send it to Tenancy Services for it to be processed.

If you prefer, you can also transfer the bond to a new tenancy. If there's unpaid rent or other outstanding costs, the tenant and BCR may agree to split the bond. Part of the bond is refunded to BCR to cover their costs and the rest is refunded to the tenant. The bond refund form should be completed to reflect this.

You will need to complete, sign and submit the bond refund form. The bond will not be released to the tenants unless all named tenants and the landlord sign this form.

The same people who signed the bond lodgement form need to sign the bond refund form at the end of the tenancy. If the signatures on these forms don't match there will be delays in refunding the bond.

It takes about 10-15 working days to refund a bond when a fully completed form is received.

Bond forms can be found on our website under tenant forms

www.bcrproperty.co.nz

0800 276 777

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