



TE
KOOTI
WAKANGA
WAITAHA
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Tikanga Residential Property Rental Contract

He Wakaputanga o Te Rangatira, sovereign Tikanga Maori customary law of Nu Tireni New Zealand

Protected by Te Kooti Wakanga Waitaha, The Court of Justice Canterbury and Wakaminenga Maori Government

Tikanga Law

The essence of ture tikanga customary lore, tradition and practice or precedent law is simple and comes from the practice of tika, pono, and aroha.

These concepts are defined as being correct in all that one does (tika), to be honourable and truthful (pono) to be compassionate, show love, do no harm (aroha).

It's basically a respect for all God's, Io Matua creation.

Tikanga includes leadership (rangatiratanga), family whanau, hapu (community), health and well being (hau ora), taking care of each other (manaakitanga) and serving the people (ratonga).

Tikanga and He Wakaputanga is the supreme sovereign constitutional law of NZ.

It is recognized for the restoration of justice, balance and peace to society and has application in contemporary society and the ability to maintain peace and good order.

For further information contact :

Te Kooti Wakanga Waitaha, The Court of Justice Canterbury, karaitiana.minenga@mailbox.org

or Wakaminenga Maori Government, govt.maori.nz 02 787 13044

Rent

60 days notice must be given for rent increases.

Rent shall not be increased within 12 months of the start of the tenancy or the last rent increase.

Receipts must be given if rent is paid in cash.

Bond

A receipt for bond must be given.

The bond covers any loss or damage to the landlord but does not cover fair wear and tear.

Landlords responsibilities

Provide and maintain the property in reasonable condition.

Allow the tenant peaceful residence.

Provide working smoke alarms.

Not seize the tenants goods for any reason.

Inform the tenant if the property is for sale.

Tenants responsibilities

Pay the rent on time.

Keep the property clean and tidy and notify the landlord as soon as any repairs are required.

Not damage or permit damage the property and to inform the landlord of any damage.

Not disturb the neighbours or the landlords other tenants.

Not alter the property without the landlords 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 and rubbish bins supplied with the tenancy.

If a maximum number of occupants is stated in the contract, not exceed that number.

Rights of entry

The landlord shall enter the property only:

With the tenants consent at the time of entry

In an emergency

For necessary maintenance or repairs with 24 hours notice.

For an inspection of the property after 48 hours notice.

With the tenants prior consent, show the property to prospective tenants, purchasers, valuers or real estate agents engaged in assessing the premises.

Subletting and assignment

Subletting is not permitted without the landlord's prior consent.

Making changes to the property

The landlord shall consider reasonable requests for minor changes to the property.

The tenant must not make any changes to the property without prior consent from the landlord.

The tenant shall return the property to the prior condition of the changes unless agreed otherwise by the landlord.

Notice to terminate the rental contract

Fixed term rental contracts will automatically convert to a periodic agreement at the end of the fixed term unless :

The landlord gives written notice of 90 days.

The tenant gives notice of at least 28 days.

Before the expiry and new fixed term contract is agreed to.

Termination by Te Kooti Wakanga Waitaha, The Court of Justice Canterbury

The landlord may apply to Te Kooti Wakanga Waitaha for a termination order where :

The rent is 14 days in arrears

The tenant has caused or threatened to cause damage to the property.

The tenant has assaulted the landlord or a neighbour.

The tenant has failed to comply with a 14 days notice to remedy a breach.

The tenant has failed to remedy anti-social behaviour on 3 separate occasions.

A tenant may apply to Te Kooti Wakanga Waitaha, The Court of Justice Canterbury for a work order.

Landlord details

Name.....

Address for service.....

Email.....

Phone.....

Tenant details

Name[s].....

Address for service.....

Email.....

Phone.....

Rental property details

Address of rental property.....

Rent per week, [to be paid in advance].....

Bond amount.....

Rent to be paid into account no.....

Account name.....

Bank and branch.....

The landlord and tenant agree that :

The rental contract shall commence on [date].....

This is a periodic agreement [strike out one option]

This agreement is for a fixed term ending on [date].....

Insert other terms of this contract.....

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Signatures

Landlord.....Date signed.....

Tenant.....Date signed.....

Tenant.....Date signed.....

Insulation and ventilation

Landlord to state the insulation, ventilation and heating.....

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Please attach any building assessments available

State existing damage to each room at the commencement of the contract.....

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Agreement on the condition of the property

Landlord signature.....Date signed.....

Tenant signature.....Date signed.....

List of keys, rubbish bins, furniture and chattels provided by the landlord

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