



## **BOARDING HOUSE RULES as at 17 February 2020**

### **General Terms**

1. Te Mahia Community Village is further referred to as 'the Village'.
2. I/we declare that I/we are over the age of 18 years.
3. The Village reserves the right to make changes to these 'House Rules' from time to time, and will provide tenants with 7 days' written notice of any new House Rules.

### **Tenancy Terms**

4. I/we agree that Te Mahia Community Village has a 'Boarding House' status of premises.
5. I/we agree that if my/our intention is to stay in a cabin for a short-term stay (of less than 28 days), then this type of short-term stay is excluded from the Residential Tenancies Act 1986.
6. I/we agree that by staying in a 'boarding house cabin,' I/we are subject to the 'Boarding house tenancies' section of the Residential Tenancies Act 1986. The tenant may not terminate the agreement in the first 28 days. Early termination of this agreement will make the tenant liable for minimum long stay charges. On completion of the initial 28-day term, the tenancy will become a periodic tenancy.
7. The Village reserves the right to terminate this agreement for any reason on 28 days' notice.
8. I/we agree to give at least 48 hours' notice of my/our intention to vacate our room on completion of the initial 28-day term. Failure to give notice will result in forfeiture of rent/bond to the value of the rent payable for the notice period.

9. Should you wish to move to a different room there will be a cost of \$60.00 once off, non-refundable.
10. Village property is not to be moved to other rooms or taken outside the Village. Stealing Village property is theft and Police will be notified immediately.
11. No personal washing machines or dryers are allowed. Clothes lines and a communal laundry are provided. Tenants must not leave their unattended washing in laundry machines for long periods.
12. For single cabins/rooms, the maximum number of people that can stay is three. Please note that any/all visitors are ultimately your responsibility.
13. Legally, by choosing to reside here, no occupant may complain to the New Zealand Transport Agency (NZTA) about any noise, vibrations, dust or fumes coming from the Motorway or that are caused by any work being performed by NZTA. Nor can any occupant object to, or obstruct any work that is carried out by NZTA. This is due to an encumbrance placed on the property which can be shown to you upon request.

## **Rent Payments**

14. I/we agree that rents will be paid in advance on or before the due date. Late rents will result in a "Breach of Terms" letter being issued. Immediate rectification is required to avoid further action (including possible eviction). Rent must be paid via automatic payment/rent re-direction. When paying by AP, please ensure your name and room number appear on our bank statement.
15. **Bank account: Dalkara GP Ltd 03-0252-0584401-000**
16. The Village reserves the right to review rents at any time and will give at least 28 days' notice of any increase.

## Tenant's Maintenance & Costs

17. I/we agree to ensure our room, bathroom and deck area around our room is kept clean, clear of rubbish and in a presentable condition at all times.
18. I/we agree to fully clean our room and bathroom a minimum of once per week. Shower drains must be cleaned regularly to avoid water damage and flooding. I/we agree that if I/we repeatedly refuse to clean/tidy the room and site, this may lead to eviction.
19. I/we agree to allow our room to be inspected by management on a minimum 24 hours' notice.
20. I/we agree to notify management of any insects/pests in your room as soon as possible. Pest control is freely available from the office, but pest control is only effective if tenants clean regularly.
21. Village management can enter any room at any time for inspections for any emergency, serious concerns or urgent maintenance.
22. I/we agree to notify management as soon as possible of any damage that has been caused by me/us or any other tenant/visitor. The cost of repairs will be charged to the tenant where these are caused by the negligence of the tenant and/or the tenant's visitors. The cost of any damage caused will be charged to the tenant and may be deducted out of the bond.
23. I/we agree that any damage to walls or flooring during my occupancy will be restored to its original condition at my cost. This includes paintwork, vinyl and room and bathroom fixtures and fittings.
24. Nailing, screwing or cello-taping items to the wall is not allowed. Tenants will be responsible for any and all damage caused. Please use removable adhesive hooks or hangers that will not cause damage to surfaces.

## Fire Security Risk Minimisation

25. ALL ROOMS/CABINS AND INDOOR AREAS ARE STRICTLY NON-SMOKING. This includes all communal areas such as the recreation hall, kitchens, bathrooms, showers, toilets and laundry. Smoking or burning incense inside may activate smoke alarms and you will be liable for all related fees. A considerable cleaning cost will be charged for smoke damage to rooms. I/we agree to be liable for any damage caused or cost incurred by fire service callouts as a result.
26. Please do not tamper with the Smoke Alarms in your rooms. If you have any questions relating to Smoke Alarms, please see the main office. Tampering with or damaging and fire security equipment and fire hoses is unlawful and will result in **immediate eviction**.
27. Fire hoses are to be used only in fire emergencies. Do not use them for washing cars or watering gardens. Fire hoses must always be covered to protect fire hoses from the elements.

## Security, Health & Safety

28. All 'Village Security' personnel are volunteers and must be treated with politeness and respect. Security have been given the responsibility to make sure these House Rules are abided by.
29. I/we agree that the loss of a room key could attract a replacement charge of \$150 per lock changed and new key issued.
30. I/we agree that we are not to enter another tenant's room without their express permission.
31. I/we agree that a person who enters the tenants boarding room is presumed to be on the premises with the tenant's permission, unless the tenant proves otherwise or is not the only tenant of that room.
32. I/we agree that the tenant(s) is/are ultimately responsible for the behaviour of our guests/visitors at all times.

33. I/we agree that the Village will accept no responsibility for the safety of any occupant, occupants' property or visitors as a result of this tenancy. If you discover that possessions of yours have been unlawfully taken, we encourage you to inform the Office and the Police as soon as possible.
34. I/we agree and accept that parts of the Village are monitored by camera surveillance.
35. Tenants' privacy is important. Therefore, there is a strict 'no media' policy in the Village. This means that no Media will be allowed to enter, take photos/videos within Village property, without the written permission from management.
36. I/we agree that after our use of the kitchen, BBQ and recreation hall facilities, we will ensure that they are left clean, tidy and free of litter and waste.
37. All rubbish is to be well wrapped and placed in the green bins provided outside. Food waste should be put in bags to prevent smells, insects, and pests. No rubbish is allowed to be left outside rooms at any time. Repeat offences will lead to eviction.
38. Young children must not play in or around the ablution buildings and are to be supervised by parents or caregivers at all times. No games are to be played on the roads unless 'sectioned off' by management, and supervised.
39. All children of a school age, up to the age of 16, must attend school or be enrolled in some form of education.
40. Children aged 14 years and under must be in indoors by 8:00pm, otherwise they should be supervised.
41. Tenants' vehicles must carry a Village sticker. Vehicles not carrying a Village sticker will not be permitted to enter the Village for any reason, unless approved by management.

## **Parking of Vehicles**

42. Vehicles must be parked only on the site car park provided and must carry a current warrant of fitness and registration.
43. Vehicles must not drive over or cause damage to lawns.
44. The Village does not allow an immobile vehicle to remain parked in property car parks. All vehicles must be in drivable condition.
45. Tenant's vehicles are parked at their own risk. The Village accepts no responsibility for any damage to vehicles.
46. Tenant's vehicles may be towed at their own expense if they park in clearly marked no parking zones.

## **Noise & Behaviour**

47. I/we agree to show consideration to other tenants, volunteers, staff and managers at all times. I/we agree that management has the express right to enforce noise control limits by demanding the shutting off of any appliance that is disturbing the peaceful enjoyment of other tenants, particularly after 10pm.
48. I/we agree that consumption of liquor within the Village is confined to the tenants' rooms/decks. Outdoor consumption of alcohol is strictly limited to decks and awnings, unless permission has been given by management to consume alcohol in a certain designated outdoor area.
49. I/we agree that we will not sublet the room in any way. All additional tenants must be registered with the Manager.
50. I/we agree that, by virtue of the nature of the property, the Village is unable to accommodate pets, including fish, in the tenants' rooms. Apart from cats, pets/animals are not permitted in the tenants' rooms at any time. There are no dogs allowed in the Village.
51. Cats must be spayed and have an identification tag/collar.

## Managers' Availability

52. I/we acknowledge that property managers are only available during office hours (Mon-Fri 8am-5pm), except in an emergency i.e. fire, flood, disturbance etc. Managers disturbed after hours for non-urgent attention will attract a Disturbance Fee of \$30.00, which shall be payable immediately.

## On Departure

53. I/we agree to ensure that our vacated room is left in the same condition as on arrival. I/we agree to reimburse the Village for any cleaning costs and/or damage repairs required on my/our departure.

54. Departure time is 10am. Staying past 10am on the day of departure may incur an additional rent charge of one day, unless a late departure time is approved by management. Any outstanding rent arrears or monies owed must be settled before vacating.

## Eviction

55. I/we agree that the Village reserves the right to **immediately evict and issue trespass notices** to any occupant (with the loss of bond and advance rent) for any of the following reasons;

- a. Falsification of any information given on application form.
- b. Possession of, taking or being associated with those taking any illegal substances including marijuana.
- c. Tampering or interfering with firefighting equipment and fire hoses, including smoke detectors.
- d. Tampering or interfering with security, CCTV cameras and locks, inclusive of window stays.
- e. Causing intentional damage to any part of the property.
- f. Entering any unauthorised areas of the Village (including other occupant's rooms) without permission.
- g. Disorderly behaviour by yourself or your visitors, including intimidating or threatening property management,

volunteers, staff, other tenants and visitors. This includes verbal, physical and online threats, abuse and insults directed at others. There is zero tolerance for bullying or intimidation of any kind in the Village.

- h. Fighting, domestic violence and other unruly behaviour.
- i. Unauthorised sharing of rooms or allowing the room to be used for a purpose not authorised by property management in writing.
- j. Consumption of alcohol to the point where you are unable to conduct yourself in a safe or socially acceptable manner.
- k. Theft or the possession of property that does not belong to you.
- l. Being arrested by the Police and/or removed from the premises.

I declare that I have received, read, understand and agree with the conditions of occupancy as specified in this document;

Signature: ..... Date: .....

Signature: ..... Date: .....