

Residential Tenancy Agreement

HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: www.tenancy.govt.nz/healthy-homes/compliance-statement
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
18. Letting fees can't be charged to tenants.
19. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit www.tenancy.govt.nz/disputes or call us for free information on **0800 836 262**.

OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

Tenants and landlords! If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. Visit www.tenancy.govt.nz/disputes/self-resolution or call us for free information on **0800 TENANCY (0800 836 262)**

1. Agreement

- › Each party should keep a copy of this tenancy agreement.
- › Changes in the particulars of either party must be notified to the other party within 10 working days.
- › This contract may not be enforceable against a tenant under the age of 18 (a minor). The *Contract and Commercial Law Act 2017* may apply.

2. Contact details

- › Each party must provide an email address and mobile phone number if they have them.
- › Each party must supply a physical address for service in New Zealand where notices and other documents relating to the tenancy will be accepted by them, or on their behalf, even after the tenancy has ended. Tenants who supply the rental address as their address for service should update this at the end of the tenancy. Parties may also supply an additional address for service which can include a PO Box, email or facsimile.
- › If the landlord is going to be out of New Zealand for more than 21 days and has to appoint an agent, the landlord must give the tenant the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service.

3. Rent

- › Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- › 60 days' written 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.
- › 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.

4. Bond

- › A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- › Bonds must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- › Receipts must be given for bond payments.
- › If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.
- › 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.

5. Landlord's responsibilities

- › Provide and maintain the premises in a reasonable condition.
- › Allow the tenant quiet enjoyment of the premises.

- › Comply with all building, health and safety requirements that apply to the premises.
- › Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations.
- › Landlords need to have working smoke alarms installed in all their residential rental homes. Any replacement alarms installed after 1 July 2016 (other than hard-wired systems) need to have long life batteries and a photoelectric sensor.
- › Pay rates and any insurance taken out by the landlord.
- › Not seize the tenant's goods for any reason.
- › 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.
- › Inform the tenant of any changes to the information in the insurance statement within a reasonable time.

6. Tenant's responsibilities

- › Pay the rent on time.
- › 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 residential purposes.
- › Pay all electricity, gas, telephone, and metered water charges.
- › Replace batteries in smoke alarms as required.
- › 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.
- › If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

7. 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 maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms, insulation and healthy homes standards, from 8 am to 7 pm, after 24 hours' notice
- › for an inspection of the property or work done by the tenant, from 8 am to 7 pm after 48 hours' notice
- › 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)
- › to test for contamination from 8am to 7pm, after 48 hours' notice.

8. Subletting and assignment

- › If not expressly prohibited by the landlord, the tenant may sublet or part with possession with the landlord's prior written consent.
- › Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.
- › Landlords must consider all requests from tenants to assign a tenancy and cannot withhold consent unreasonably. A provision in a tenancy agreement prohibiting assignment is of no effect. These rules do not apply to a social housing tenancy covered by section 53B(1) (a) of the Residential Tenancies Act 1986 if assignment is prohibited under this agreement.
- › The tenant(s) must not assign the tenancy without the prior written consent of the landlord.

9. Making changes to the property

- › Landlords must consider all requests from tenants for changes to the rental property, and must not withhold consent for a minor change (fixture, renovation, alteration, or addition), but may attach reasonable conditions. Responses to requests must be provided in writing within 21 days.
- › The tenant(s) must not make any changes without the prior written consent of the landlord.
- › The tenant(s) must return the property to a condition that is substantially the same as the condition that the property was in before any minor changes were made. However, the landlord and tenant may agree to a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place).
- › Please check the www.tenancy.govt.nz website for further information.

10. Installation of fibre internet connection

Landlords must permit the installation of a fibre internet connection to the rental property if:

- › there is no fibre connection in the premises; and
- › it is possible to install a fibre connection in the premises; and
- › the tenant requests a fibre connection; and
- › the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).

Under some circumstances a landlord is not required to permit installation. There are rules for how landlords must respond to and facilitate requests for installation. Please check the www.tenancy.govt.nz website for further information.

11. 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.

12. Insulation

- › Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- › Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must explain how it applies.
- › Landlords must make all reasonable efforts to obtain the required information. This includes physically looking, engaging a professional to do an assessment and/or checking the council building file.
- › This information can be included in the healthy homes standards compliance statement included in this agreement as a combined statement.

13. Insurance

- › Landlords must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- › Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- › If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- › Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

14. Healthy Homes Standards

From 1 July 2021, landlords must include a statement in all new and renewed tenancy agreements, which includes details of the property's current level of compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must include a statement in the tenancy agreement, which confirms:

- › that on and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act, **or**
- › that the landlord already complies with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

This statement can be combined with the healthy homes standards compliance statement included in this agreement, with one signature.

15. Notice to terminate tenancy*

Fixed-term tenancies

Fixed-term tenancy agreements that are entered into from 11 February 2021 and are for longer than 90 days, will automatically convert to a periodic tenancy at the end of the fixed-term unless:

- › the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act for terminating a periodic tenancy with the same required notice period (see below) to end the tenancy on the fixed term expiry; or
- › the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy, of their intention to not continue with the tenancy; or
- › before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Periodic tenancies

Tenants terminating a periodic tenancy must give at least 28 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are no longer able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 63 days' notice in writing – and must state the reason for termination if:

- › the premises are required as the principal place of residence for the owner or any member of that owner's family, and is to be lived in within 90 days after the termination date, for at least 90 days; or
- › the landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement).

The landlord may give 90 days' notice in writing – and must state the reason for termination if:

- › the owner intends to put the premises on the market within 90 days after the termination date
- › the property has been sold with a requirement by the owner for vacant possession
- › the landlord is not the owner of the property, and the landlord's interest is due to end

- › the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement)
- › the landlord wants to change the use of the premises to a commercial use for at least 90 days
- › the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment at the property within 90 days of the termination date (or material steps taken) and it would not be reasonably practicable for the tenant to live there during that process
- › the premises are to be demolished within 90 days of the termination date (or material steps taken).

*This is not an exhaustive list of ways a tenancy may be terminated.

The tenant can terminate the tenancy with two days' notice if the property was an unlawful residential premises at the start of the tenancy and it is still an unlawful residential premises. This applies to both fixed term and periodic tenancies.

16. Termination by Tribunal

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

- › the rent is 21 days in arrears
- › the tenant has caused or threatened to cause substantial damage to the premises
- › the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, or a neighbour
- › the tenant has failed to comply with a 14 days' notice to remedy a breach
- › the premises are unlawful residential premises.

The landlord may apply to the Tenancy Tribunal for a termination order of a periodic tenancy if:

- › the landlord has given the tenant a written notices on three separate occasions for anti-social behaviour within any 90-day period; or
- › the landlord has given the tenant a written notice on three separate occasions when the tenant has missed their rent payment and this has remained unpaid for at least five working days within a 90-day period.

The landlord must apply to the Tenancy Tribunal within 28 days of issuing the third notice. More information is available at www.tenancy.govt.nz

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, or if the property is an unlawful residential premises.

17. 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.

18. Unit Title Property

The landlord must notify the tenant of any variations to body corporate rules affecting the premises.

LANDLORD DETAILS

Name(s)

This section must be filled in. It is important to give good contact details.

Physical address for service

Email This email address will be used as an address for services (strike out if not agreed)

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

TENANT DETAILS

Name(s)

Identification Driver's licence Passport Other Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service

Email (This email will be used as an address for service (strike out if not agreed))

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

Is any tenant under the age of 18? (Tick one)

Yes No

TENANCY DETAILS

Address of tenancy

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week \$ To be paid in advance Frequency (tick one) weekly fortnightly

Bond amount \$

Rent to be paid at

Or into Bank Account No.

Account name

Bank Branch

The landlord and tenant agree that:

1. The tenancy shall commence on the _____ day of _____ 20 _____ .

2. **Strike out one option:**

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

OR

This tenancy is for a fixed term, ending on the _____ day of _____ 20 _____ .

NB: Fixed-term tenancies that are longer than 90 days, automatically become periodic upon the expiry of the fixed-term, unless:

- › a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act 1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
- › a tenant gives written notice of their intention not to continue with the tenancy at least 28 days before the expiry; or
- › before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

Note if the fixed term is for 90 days or less, some tenancy laws do not apply.

Visit www.tenancy.govt.nz/starting-a-tenancy/types-of-tenancies/periodic-or-fixed-term-tenancy/ for more information.

3. Strike out the bold wording below if it is not applicable

The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord’s written consent**.

Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

4. Insert other terms of this tenancy (eg. pets, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

SIGNATURES

Do not sign this agreement unless you understand and agree with everything in it

The landlord 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 pages 2, 3 and 4 of this agreement.

Signed by

Date signed

LANDLORD

Signed by

Date signed

TENANT

Signed by

Date signed

TENANT

INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

Law changes relating to insurance and damage

- › Landlords are required to disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- › If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- › They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- › Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- › If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- › Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities.

Yes No

The table below specifies the excess amounts of all relevant insurance policies for this property.

Name/type of policy	Insurer	Excess amount
1.		\$
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.



Healthy Homes Standards – current level of compliance

This healthy homes compliance statement must be included in all new or renewed tenancy agreements.

The information that landlords must include is outlined in regulations 34-39 of the **Residential Tenancies (Healthy Homes Standards) Regulations 2019**.

Landlords must either complete this form or attach a signed statement that contains the same information.

■ Address of tenancy:

If properly completed this form meets the requirements for the landlord to provide a written signed statement containing certain information as required under sections 13A(1A), 13A(1C) and 13A(1CA) or 13A(1CB) of the Act. If you have the information, you must include it in this statement. If the information does not exist yet or otherwise cannot be provided by the landlord, and this statement is completed before the healthy homes compliance date for the tenancy, the landlord can state in the sections provided on this statement that compliance isn't required until the healthy homes compliance date.

Information on when you need to comply with healthy homes requirements can be found at: tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes

Completing this form does not negate the requirement since 1 July 2019 to include a statement in new, renewed or varied tenancy agreements that confirms landlords will or already do comply with the healthy homes standards as required by either section 45(1)(bb) – residential tenancies, or section 66(1)(bb) – boarding house tenancies, of the Residential Tenancies Act 1986 (the Act).¹ It is necessary to provide both, separately signed, statements.²

Strike out one option

I/we, _____ (name of the landlord(s))
will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

I/we, _____ (name of the landlord(s))
already comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

The healthy homes compliance date for this tenancy is:

D	D	M	M	Y	Y	Y	Y
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Heating standard compliance - the compliance date for the heating standard changes to 12 February 2023 if:

- > the rental property is considered a modern dwelling or relevant apartment for the purpose of assessing the required heating capacity
- > the heating formula for modern dwellings and relevant apartments is being applied, and
- > the date entered above is on or after 12 May 2022 and before 12 February, 2023³

¹ www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html

² See tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/ for information on required statements for tenancy agreements.

³ See tenancy.govt.nz/healthy-homes/heating-standard/calculating-heating-capacity for information on modern dwellings and relevant apartments when calculating the required heating capacity.



General exemptions

In some situations your tenancy may be exempt from complying with all or parts of the healthy homes standards⁴.

If one of the general exemptions below applies to your tenancy, state here and include a brief description of why this exemption applies. If an exemption applies across all the standards, you do not need to complete the sections that relate to each standard.

- › The tenant is the immediate former owner of the property and the tenancy started immediately after the landlord acquired the property from the tenant. *This exemption will only apply for 12 months from the tenancy start date.*

Include a brief description of the circumstances giving rise to this exemption:

- › The landlord intends to demolish or substantially rebuild the rental property and has applied for or has been granted the relevant resource or building consent. *This exemption will last for up to 12 months from the healthy homes compliance date. This exemption will cease if the application for consent is refused (unless challenged) or the consent(s) lapses or is terminated. This exemption will cease to apply if you receive a request to provide evidence that you have applied for the relevant consent(s) and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

Include a brief description of the circumstances giving rise to this exemption:

⁴ For more information on the general exemptions, visit tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/

Heating standard

For more information on all aspects of the heating standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/heating-standard.

■ Heating standard exemptions

Select one box from three options provided in question 1 about heating standard exemptions, then complete questions 2 to 5 about compliance with the heating standard.

1. **No heating exemption applies** (continue to question 2)

Heating exemption: is the property exempt from meeting the heating standard?

- Yes, the main living room is exempt from the requirement to have qualifying heaters and I am relying on the following exemption⁵:

Give a brief description of the circumstances giving rise to this exemption.

⁵ There are two specific exemptions to the heating standard. More information on these is in the heating standard guidance document at www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf



- Partial exemption:** the rental property is part of a building and the landlord doesn't own the whole building. Provide specific information below on how this exemption applies to your property. If this exemption applies you still need to complete the rest of this statement. Landlords will still need to take all reasonable steps to ensure the property complies with the healthy homes standards to the greatest extent reasonably practicable. This means if the required heating capacity is over 2.4 kW, a landlord must install at least one qualifying heater that has a heating capacity of at least 2 kW. A fixed electric heater with thermostat is an acceptable heater in this situation.

EXAMPLES

Partial exemption from the heating standard as the building Body Corporate rules do not allow the installation of a heat pump on external walls as these are part of the common property. There is no mains gas to install a flued gas heater and woodburners can't be installed.

■ Heating standard compliance

- 2. Required heating capacity for the main living room of the rental property: kW

You must calculate the required heating capacity for your rental property using one of the following two methods:

1. the Heating Assessment Tool at tenancy.govt.nz/heating-tool
2. the appropriate formula contained in **Schedule 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019⁶**

Alternatively, certain qualified specialists are able to assess the required heating capacity using criteria set out in regulation 10A.

- 3. Select if applicable
For the purpose of calculating the required heating capacity, this rental property is considered a modern dwelling or a relevant apartment as defined in regulation 3 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019⁷
Give a brief description why the heating formula for modern dwellings/relevant apartments applies to this rental property.

- 4. The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

Type of and heating capacity of each installed, qualifying heater:

	kW		kW		kW
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⁶ www.legislation.govt.nz/regulation/public/2019
⁷ www.legislation.govt.nz/regulation/public/2019/0088/latest/whole.html#LMS147048

5. Does the 'tolerance' or 'top up'⁸ allowance for existing heaters apply?

No

Yes If yes, include a brief description on why it applies:

EXAMPLES

- › Required heating capacity is 5.7kW and existing heat pump (installed prior to 1 July 2019) has capacity of 3.3kW. A 2.4kW fixed electric heater with a thermostat to top up to the required amount has been installed.
- › Existing (installed before 1 July 2019) woodburner capacity is 11.9kW. This is 82% of the required heating capacity of 14.5kW.

Alternative pathway to compliance



NOTE

Questions 2 to 5 above also need to be answered if this section is being completed.

6. Select if applicable

The minimum required heating capacity for this property has been assessed by a suitably qualified specialist under the requirements in regulation 10A of the Residential Tenancies (Healthy Homes Standards) Regulations 2019⁹

Provide description on why this regulation applies:

Name and qualifications of specialist:



NOTE

If this section is being completed, the landlord must hold documentation that shows the name and relevant qualifications of who made the assessment and a description of how the specialist calculated the required heating capacity.

For the definition of suitably qualified specialist, visit tenancy.govt.nz/healthy-homes/heating-standard/calculating-heating-capacity.

⁸ For an explanation of these allowances, visit: www.tenancy.govt.nz/healthy-homes/heating-standard/

⁹ www.legislation.govt.nz/regulation/public/2019/0088/latest/whole.html#LMS167168



■ Geothermal heating compliance



NOTE

Questions 2 to 5 above do not need to be answered if this section is being completed.

7. Select if applicable

The main living room is directly heated by geothermal heating and meets the requirements in regulation 10B of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.¹⁰

Provide description on why this regulation applies:

For the definition of geothermal heating, visit tenancy.govt.nz/healthy-homes/heating-standard.

¹⁰ www.legislation.govt.nz/regulation/public/2019/0088/latest/whole.html#LMS167168

- Select if applicable

Some details regarding compliance with the heating standard for this tenancy have not been provided. This is because the required information for the heating standard under regulation 34 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the heating standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note: You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

Insulation standard

For more information on all aspects of the insulation standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/insulation-standard.

This section combines the requirements of the insulation statement (**section 13A(1A) of the Residential Tenancies Act 1986**) and healthy homes insulation information requirements (regulation 35 of the **Residential Tenancies (Healthy Homes Standards) Regulations 2019**) into one statement. If you complete this section you do not need to complete a separate insulation statement, which has been required in new tenancy agreements since 1 July 2016. The insulation statement requires landlords to take all reasonable steps to find information relating to the location, type and condition of their current insulation. If any information below is already provided as part of a separate insulation statement in the tenancy agreement, it does not need to be included again in this section. However, it may be preferred to include all information on this form for ease and clarity of record-keeping.

Ceiling and underfloor insulation has been compulsory in all rental properties since 1 July 2019, unless an exemption applies. Ceiling insulation and underfloor insulation for suspended floors is required in all areas of the premises, unless these are areas:

- › that are not a domestic living space
- › of the ceiling that have a domestic living space directly above
- › of suspended floors that have a domestic living space directly below.



■ Ceiling insulation

1. Does the **ceiling** insulation above all domestic living spaces meet the requirements of the insulation standard? Complete one of sections (a), (b) or (c) for this question.

› **(A) YES – ENTIRE PREMISES**

▶ R-value of ceiling insulation when it was installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

I don't know the R-value

▶ If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following four fields must be completed:

▶ Date insulation was installed (if known, or write 'Unknown')

▶ Date insulation was last inspected (if known, or write 'Unknown')

▶ Type of insulation (eg segments, loose-fill, blanket)

▶ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

› **(B) YES – SOME AREAS OF THE PREMISES**

▶ Specify which areas of the premises have ceiling insulation

▶ R-value of insulated areas when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

I don't know the R-value

– If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.



The following five fields must be completed:

▶ Date insulation was installed (if known, or write 'Unknown')

▶ Date insulation was last inspected (if known, or write 'Unknown')

▶ Type of insulation (eg segments, loose-fill, blanket)

▶ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

▶ Specify all areas of domestic living spaces in the premises that don't have ceiling insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

EXAMPLE

Bedroom 4 was an extension to the original property and has a skillion ceiling with no roof space to install insulation.

▶ **(C) NO – NONE OF THE PREMISES**

▶ Does the premises meet the R-value exemption for ceiling insulation installed before 1 July 2016?
If this exemption applies it means the insulation does not need to meet the R-value required under the healthy homes insulation standard. This exemption applies if:

- a) *there is ceiling insulation that covers the ceiling at the premises; and*
- b) *the insulation was installed before 1 July 2016; and*
- c) *immediately before the healthy homes compliance date, the landlord met the insulation requirements already in force; and*
- d) *the minimum thickness of the insulation material is at least 120 mm.*

Yes

If yes, please provide a brief description of the circumstances giving rise to this exemption:

No

If no, specify the reason why the ceiling isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies.

EXAMPLE

Installation is not reasonably practicable because the property has a skillion roof throughout and there is not enough space for a professional installer to access the areas to install insulation.

If ceiling insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any). **Note:** cutting an access hatch doesn't count as substantial building work.

EXAMPLE

Insulation information is not provided in the council building file. The ceiling space is also inaccessible and substantial building work would be required to gain access. Specifically, in order to access the ceiling space, the roof would need to be lifted. The landlord confirms that all reasonable steps have been taken to find this information.

Underfloor insulation

2. Does the property meet the partial exemption for certain thermal underfloor insulation? *This partial exemption means that installed insulation doesn't need to be a minimum R-value of 1.3 or have been installed in accordance with NZS 4246:2016 to be qualifying underfloor insulation. The insulation must still be in reasonable condition. This exemption will cease to apply if you receive a request to provide reasonable evidence of the compliance document and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

This partial exemption applies if:

- a) *there is underfloor insulation; and*
- b) *when the insulation was installed, there were requirements relating to thermal insulation that applied to the premises (under an enactment or bylaw); and*
- c) *the landlord has a compliance document showing that when the insulation was installed, the premises met these requirements.*

No (continue to question 3)

Yes (provide details below then continue to question 3)

If yes, please provide a brief description of the circumstances giving rise to this exemption:

EXAMPLE

Foil insulation is installed in the subfloor and I have the appropriate compliance documents.



NOTE

The Building Act 2004 prohibits the installation and/or repair of foil insulation in residential buildings with existing electrical installations. Anyone doing so may be liable to a fine of up to \$200,000. Existing foil insulation that is in reasonable condition will only meet the healthy homes standards if it meets the criteria for an R-value partial exemption¹¹. In many cases, existing foil insulation will not meet the healthy homes insulation standard.

¹¹ See the insulation guidance document at tenancy.govt.nz/healthy-homes/insulation-standard



3. Does the **underfloor** insulation meet the requirements of the insulation standard?¹²

Complete one of sections (a), (b) or (c) for this question.

> **(A) YES – ENTIRE PREMISES**

▶ R-value of underfloor insulation when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

▶ Type of insulation (eg segments, polystyrene, foil, blanket)

▶ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

▶ Date insulation was installed (if known, or write 'Unknown')

▶ Date insulation was last inspected (if known, or write 'Unknown')

> **(B) YES – SOME AREAS OF THE PREMISES**

▶ Specify which areas of the premises have underfloor insulation

▶ R-value of underfloor insulation in those areas when installed

▶ Type(s) of insulation (eg segments, loose-fill, blanket, foil)

▶ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

▶ Date insulation was installed (if known, or write 'Unknown')

▶ Date insulation was last inspected (if known, or write 'Unknown')

▶ Specify all areas of domestic living spaces with suspended floors in the premises that **don't** have underfloor insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

EXAMPLE

It is not reasonably practicable for a professional to install underfloor insulation in some areas due to the slope of the land, as there is not enough space under the kitchen (including part of the hallway outside the kitchen) and bedroom 3 for a professional to access the area to install insulation.

¹² This question does not need to be completed where the partial exemption for certain underfloor insulation applies (question 2 of this section)

> (C) NO – NONE OF THE PREMISES

- ▶ Specify the reason(s) why the underfloor area isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies¹³.

EXAMPLE

The property is built on a concrete slab, therefore there is no suspended floor area in which to install insulation.

- ▶ If underfloor insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any).

EXAMPLE

*Insulation information is not available in the council building file. The underfloor space is also too narrow for a professional assessor to gain access and provide an assessment. The landlord confirms that all reasonable steps have been taken to find this information. **Note:** cutting an access hatch doesn't count as substantial building work.*

Wall insulation

4. Do the **walls** of the premises have insulation? Complete one of sections (a), (b), (c) or (d) for this question.



NOTE

Wall insulation is not compulsory in rental properties, however you need to make reasonable effort to provide the following information.

> (A) YES – ENTIRE PREMISES

- ▶ Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

> (B) YES – SOME AREAS OF THE PREMISES

- ▶ Specify which areas of the premises have wall insulation

Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

¹³ See [tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions](https://www.tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions) for examples of access exceptions that may apply.

> (C) NONE OF THE PREMISES

> (D) I DON'T KNOW

- ▶ If you don't know if there is wall insulation in any, or in some walls, explain why not and include confirmation that you have taken all reasonable steps to find the information.

Select if applicable

For all parts where details have not been provided (except information required about the location, type and condition of insulation in connection with any ceiling, underfloor or walls, or reasons for any general or specific exemptions provided in a separate insulation statement), the required information for the insulation standard under regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the insulation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note: You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

Select if applicable

If information about the location, type and condition of any insulation has not been provided in a separately signed insulation statement, this information must be provided as part of the healthy homes standards compliance statement, unless despite making all reasonable efforts the landlord has been unable to obtain some of this information. The landlord must specify what information he or she has been unable to obtain in relation to the location, type and condition of any ceiling, underfloor or wall insulation, why they have not been able to obtain this information, and confirm that all reasonable efforts have been made to obtain the information.

Please note: Qualifying ceiling and underfloor insulation is now compulsory, unless an exemption applies, and must be in a reasonable condition. Landlords in most cases should be able to provide this information.

Ventilation standard

For more information on all aspects of the ventilation standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/ventilation-standard.

1. Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below? Complete one of sections (a) or (b) for this question.



NOTE

Openable windows, doors or skylights need to be able to be fixed in the open position. The combined area of openable windows, doors or skylights must be at least 5% of the floor area¹⁴ of each room. Habitable spaces are all living rooms, dining rooms, bedrooms and kitchens (ie spaces where people spend most of their time at home).

¹⁴ For information on how to calculate this, see the ventilation guidance document at tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf



- > (A) YES – ALL HABITABLE SPACES
- > (B) YES – SOME HABITABLE SPACES

▶ State which rooms meet the requirement

State which rooms don't meet the requirement

▶ For each room that doesn't meet the requirement, briefly state how the specific exemption¹⁵ applies.

EXAMPLE

The apartment does not have openable windows. However, the rooms in the apartment can be ventilated by mechanical ventilation, which was lawful at the time the apartment was built. The mechanical ventilation continues to meet the requirements of the building consent.

Ventilation for kitchens and bathrooms

Complete section 2 or 3.

■ Extractor fans

2. Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

- > (A) YES – ALL ROOMS

▶ State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in.

Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard¹⁶. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.

¹⁵ A room does not need to meet the requirements for openable windows (including skylights) and external doors if it was lawful at the time it was built or converted into a habitable space. If having fewer openable windows or doors was only lawful because the room met alternative ventilation requirements, then those requirements must still be met to qualify for this exemption. For more information, see section 1.3.4 in the building code compliance document for ventilation at building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf

¹⁶ Information on performance requirements for extractor fans is available at tenancy.govt.nz/healthy-homes/ventilation-standard/



› **(B) YES – SOME ROOMS**

- ▶ State the diameter or exhaust capacity of each extractor fan and which room it is located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

- ▶ State which rooms don't have extractor fans installed and provide brief information about why each room is exempt¹⁷:

EXAMPLE

The rental property is on the third floor of a five floor building. A licensed electrician has advised that installing an extractor fan in the kitchen is not reasonably practicable. The room was lawful when built as it met the Building Code ventilation requirements for kitchens at the time by providing windows with a combined net-openable area of no less than 5% of the kitchen floor area. These openable windows are still present and functional.

› **(C) NOT INSTALLED IN ANY ROOMS**

- ▶ Provide brief information about why each room is exempt:

EXAMPLE

The rental property is on the third floor of a five floor building. There is one kitchen and one bathroom. A licensed electrician has advised that installing extractor fans in both the kitchen and bathroom is not reasonably practicable. The rooms were lawful when built as they met the Building Code ventilation requirements for kitchens and bathrooms at the time by providing windows with a combined net-openable area of no less than 5% of the floor area of each respective room. These openable windows are still present and functional.

Continuous mechanical ventilation

3. Select if applicable:

› **(A) THE RENTAL PROPERTY HAS A MECHANICAL VENTILATION SYSTEM THAT:**

- ▶ is designed to vent extracted air continuously from residential premises to the outdoors, and for a kitchen or bathroom, extracts the air directly from the room, and
- ▶ was installed in the premises or a tenancy building that first received building consent on or after 1 November 2019 and was part of that original building consent, and continues to meet the requirements of the building consent.

¹⁷ There are a number of criteria which must all be met to meet this exemption. Details are available in the guidance document: tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf



Select if applicable:

› **(B) THE RENTAL PROPERTY HAS BEEN RETROFITTED WITH A CONTINUOUS MECHANICAL VENTILATION SYSTEM THAT:**

- ▶ is designed to vent extracted air continuously from residential premises to the outdoors, and
- ▶ for a kitchen or bathroom, extracts the air directly from the room, and
- ▶ is designed to provide ventilation for multiple rooms, with an exhaust capacity of at least 12 l/s for the kitchen and at least 10 l/s for the bathroom.

Include a brief description of how the kitchen and bathroom(s) in the rental property meets one the above definitions, including the exhaust capacity.



NOTE

Recirculating systems (products like HRV and DVS systems), or fans that do not extract to the outdoors are not suitable to meet the ventilation standard.

Select if applicable

For all parts where details have not been provided, the required information for the ventilation standard under regulation 36 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the ventilation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note: You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.

Moisture ingress and drainage standard

For more information on all aspects of the moisture ingress and drainage standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/

1. Does the property have gutters and downpipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall? *An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.*

Yes



NOTE

It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces?



The subfloor is considered to be enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter.¹⁸

- Yes (continue to question 3)
- No (continue overleaf to next section on draught stopping standard)

3. If the property has an enclosed subfloor, has a ground moisture barrier been installed that meets the requirements of the standard?
- Yes
 - No

Briefly specify the reason why there is no moisture barrier.

EXAMPLE

There is limited space under the house or part of the house and I have received confirmation from a professional installer that it is not reasonably practicable to install a polythene ground moisture barrier.

- Select if applicable

For all parts where details have not been provided, the required information for the moisture ingress and drainage standard under regulation 38 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the moisture ingress and drainage standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

Please note: if you have this information or it exists and you can obtain it, you must provide it.

Draught stopping standard

For more information on all aspects of the draught stopping standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/draught/

1. Does your property have any open fireplaces?

- No
- Yes

If yes, have they been blocked off or do you hold written agreement from the tenant not to block them off? Specify whether they have been blocked off, or are available for use at the tenant's request:

For an open fire to meet the requirements of the draught stopping standard the fireplace and the chimney must be in good working order and free from any gaps or holes that allow draughts to enter in and out of the property, unless these are necessary for the safe and efficient operation of the fireplace. Use of the fireplace must be agreed by both landlord and tenant in writing.

¹⁸ See the guidance document tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf for further information on determining whether a subfloor area is enclosed.



2. Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building? Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

Yes

No (explain why some gaps or holes that allow noticeable draughts are not blocked).

To meet the requirements of the draught stopping standard the property must be free from unintentional and unreasonable gaps or holes that allow noticeable draughts in and out of the property. A common sense approach should be taken to assessing whether a draught is noticeable. The age and condition of the property must not be taken into account when assessing if a gap or hole is unreasonable.

Refer to the draught stopping guidance document¹⁹ when determining if a draught is unreasonable.

Select if applicable

For all parts where details have not been provided, the required information for the draught stopping standard under regulation 37 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the draught stopping standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

Please note: if you have this information or it exists and you can obtain it, you must provide it.

■ Landlord Statement

I/we, _____ (name of landlord(s))

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

Signed by _____ LANDLORD(S)

Date signed | D | D | M | M | Y | Y | Y | Y |

¹⁹ tenancy.govt.nz/healthy-homes/draught

PROPERTY INSPECTION REPORT

This report is intended to help avoid disputes

This should be used to record the condition of the property at the start of the tenancy.

The landlord and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

ROOM AND ITEM	CONDITION ACCEPTABLE?			DAMAGE/DEFECTS
	LANDLORD	TENANTS		
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
Refrigerator				
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
LAUNDRY	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
	Washing machine			
Wash tub				
BEDROOM 1	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 2	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 3	Wall/Doors			
	Lights/Power points			
	Floors/FI. Coverings			
	Windows			
Blinds/Curtains				

