*The Example Housing Agreement below is provided to assist Transitional Housing (TH) Providers. Whilst care has been taken to ensure that it meets the terms of the current template TH Services Agreements, it is only an example of how those rights and obligations might be reflected in a Household-facing document and you are encouraged to seek legal advice on the content of your own Housing Agreements.*

**EXAMPLE HOUSING AGREEMENT**

# Introduction

1. This Agreement sets out Your rights and obligations whilst in Transitional Housing accommodation.
2. The Agreement starts on the Start Date and ends on the End Date. These dates are set out below in clause 5.
3. The information in the Agreement may be made available to the persons and for the purposes in clause 11 below.
4. The Agreement is legally binding and can be enforced by both You and Us.

# Definitions

**You/Your** means the Occupant(s) named in this Agreement.

**We/Our/Us** means [*insert legal name of the Provider*].

**Chattels** are the items of property listed in Schedule 1.

**Household Contribution** is the amount You are required to contribute towards the cost of Your accommodation. This may change if your circumstances change.

**Housing** means the accommodation that You occupy under this Agreement.

**Notice** means a communication about something important, for example that We need to inspect the Housing or that You might wish to leave the Housing. Notices are to be delivered to the Contact Person listed in clause 3 or 4 (as relevant) below in the form selected.

**Utility Charges** are for the cost of services like electricity, gas, telephone/internet and water.

# Your details (*Occupant(s) to complete*)

|  |  |
| --- | --- |
| Full name(s): | *[Insert names of adults e.g. Jo Smith, Mary Bloggs]* |
| Household Contact Person: |  |
| Contact Person phone number: |  |
| Contact Person email address: |  |
| Notices to be provided to the Contact Person by: (*tick one*) | Text | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project | Email | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project | Delivery to Housing address | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project |

# Our details (*Provider to complete*)

|  |  |
| --- | --- |
| Provider legal name(s): |  |
| Provider Contact Person: |  |
| Contact Person phone number: |  |
| Contact Person email address: |  |
| 24/7 notification point details: | *[For notifying damage or a need for repairs.]* |
| Notices to be provided to the Contact Person by: (*tick one*) | Text | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project | Email | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project | Letter to [*Insert address*] | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project |
| Motel Operator name: | *[Delete row if not applicable]* |

#

# Housing details (*Provider to complete*)

|  |  |
| --- | --- |
| Housing address: |  |
| Maximum number, and names, of Occupants:  |  |
| Start Date: | *[Date the Occupant(s) move in]* |
| End Date (if this Agreement is not extended as per Schedule 3): | *[Insert date],* unless deemed terminated earlier on the abandonment, death or early exit of the Occupant(s). |
| Condition of the Housing (see Appendix 1 for photos)  | *[Insert a detailed description of the overall condition of the Housing and include things that it may be difficult to get a photo to show, for example a crack in a hand basin or floor tile. Appendix 1 is available for attaching photos.* |
| Responsibility for Utility Charges: | *[List utilities the Occupant will pay the charges for, and those that the Provider will pay for. Explain how these will be invoiced/charged to the Occupant.]* |

# Financials (*Occupant(s) and Provider to complete, as relevant*)

|  |  |  |
| --- | --- | --- |
| Your Household Contribution: | Payment Amount | Frequency of payment |
| *$[Insert amount]* | *[weekly/fortnightly]* |
| Redirection | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project | Direct Debit | Tick Box Icons - Free SVG & PNG Tick Box Images - Noun Project |
| Your Bank account details for deduction of payments (*if relevant*): | *[Insert account name and number]* |
| Our Bank account details for payment *(if relevant*): | *[Insert account name and number]* |
| Security deposit amount and reference: | *[This security deposit must either be in the form of a pre-approved Special Needs Grant by MSD or paid into the Provider’s bank account and held on trust.]* |

# Your Responsibilities

You will:

|  |  |
| --- | --- |
| 1. **only** use the Housing for residential purposes.
2. **not** letanyone else other than your Household live in the Housing without Our permission.
3. **not** do anything unlawful in the Housing.
4. **arrange** for a security deposit amount to be made available to Us through MSD or through a transfer of funds to Our bank account.
5. **pay** theHousehold Contribution on time, noting that the Payment Amount may change if you are assessed as having a change in Household or financial circumstances. If Your Housing Contribution does change we will give You Notice.
6. **pay** all billed Utility Charges on time, noting that these are payable on top of Your Household Contribution.
7. **comply** withthe Rules set out in Schedule 2.
8. **keep** the Housing reasonably clean and tidy, including so that it is safe for You.
9. **allow** staff of the Motel Operator (if relevant) to enter and lightly clean your unit (and provide replacement towels and linen) in line with the schedule notified to You by Us.
10. **not** damage or contaminatethe Housing or Chattels or allow any of Your visitors to do so.
11. **report** any damage, contamination or need for repairs to Us.
12. **pay** tofix any damage to, or contamination of, the Housing or the Chattels that is not the result of fair wear and tear.
 | 1. **not** make changesto the Housing or the Chattels (including any locks) without first getting Our agreement.
2. **take** reasonable steps to ensure You and Your visitors do not disturb Your neighbours.
3. **comply** with Our Notices about entry to the Housing to undertake inspections, contaminant testing, maintenance or repairs, and if relevant to prepare for compliance with the Healthy Homes Standards.
4. **allow** entry to the Housing for emergency work to occur without notice or to allow Us to conduct an urgent welfare check.
5. **understand** that We may terminate this Agreement and require You to leave the Housing if You either repeatedly breach the terms of this Agreement or we have serious health and safety concerns for others (including Our staff and contractors).
6. **leave** the Housingclean, tidy and clear of rubbish and Your possessions at the end of Your stay at the Housing.
7. **return** thekeys to Us at the end of Your stayat the Housing or to the Motel Operator, if We ask You to.
8. **not** take the Chattelsor anything supplied by Uswith You at the end of Your stay at the Housing.
9. **comply** with any mediated outcome or decision of the Transitional Housing Independent Dispute Resolution Service.
 |

# Joint Responsibilities

We will both:

|  |  |
| --- | --- |
| 1. **treat** each other (including Our staff and contractors), Your neighbours and all visitors with respect.
2. **take** reasonable steps to reduce the damage or harm to the other if either of us breaches this Agreement.
 | 1. **ensure** any changes to this Agreement are recorded in writing and signed by both of us.
 |

#

# Our Responsibilities

We will:

|  |  |
| --- | --- |
| 1. **ensure** theHousinghas:
* safe drinking water;
* toileting, washing and cooking facilities;
* lighting;
* rubbish disposal; and
* sufficient furniture, whiteware, kitchen utensils, cookware, linen and towels (where needed) for temporary residential use.
1. **ensure** that laundry facilitiesare available on site or nearby.
2. **provide** and maintain the Housing in a good state of repair having regard to its age and character.
3. **maintain** a24/7 notification point which allows You to report any damage or a need for repairs.
4. **respond** to Your report of serious damage or a need for a critical repair with urgency, and to Your report of other damage or need for repairs within 2 business days, with a repair plan.
5. **ensure** smoke alarms are installed in the Housing that meet or exceed the substantive requirements of the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 and be responsible for the regular replacement of any batteries in these.
6. **undertake** decontamination for methamphetamine residue where levels exceed 15ug/100cm2 at Your cost and comply with any regulations regarding the management of methamphetamine contamination in rental housing.
7. **make** minor temporary changes to ensure the Housing is accessible and safe for You, and where We cannot do what is needed, work with You to find You alternative accommodation.
8. **only** enter the Housing:
* in an emergency (including to do an urgent welfare check); or
* if We have given You 48 hours written notice to conduct:
	+ 1. a property inspection;
 | * + 1. contaminant testing;
		2. maintenance or a repair;
		3. work for the purpose of complying with (or preparing to comply with) the Healthy Homes Standards,

and we will only conduct this work –* + between 8am and 7pm; or
	+ if you freely give us Your consent at the time We ask to come in.
1. **undertake** property inspections no more than once every 2 weeks.
2. **not** give more than 14 days’ Notice before entering the Housing for contaminant testing.
3. **take** reasonable steps to ensure that none of Our other clients disturb You.
4. **terminate** this Agreement and require You to immediately leave the Housing if You repeatedly break the terms of this Agreement or we have serious health and safety concerns for others (including Our staff and contractors), by providing You Notice.
5. **enforce** the Rules set out in Schedule 2 in a fair and consistent manner.
6. **provide** information onthe process for raising and resolving issues and disputes, and provide information on the Transitional Housing Independent Dispute Resolution Service which You can access if we can not resolve the matter between us.
7. **comply** with any mediated outcome or decision of the Transitional Housing Independent Dispute Resolution Service.
 |
|  |  |

# Healthy Homes (*Provider to include only one option*)

|  |  |
| --- | --- |
| *Option 1*: We will ensure Your Housing: | * is warm with heating in the main living area;
* does not contain an open fireplace or unflued heaters;
* is draught-free;
* is clean, tidy, dry, and mould-free when You move in;
* is pest-free with prevention measures in place to stop pests entering the Housing; and
* complies with all laws and has all relevant consents.
 |
| *Option 2*: We will ensure Your Housing:  | * meets or exceeds the substantive requirements of the Residential Tenancies (Healthy Homes Standards) Regulations 2019;
* is clean, tidy, dry, and mould-free when You move in;
* is pest-free with prevention measures in place to stop pests entering the Housing; and
* complies with all laws and has all relevant consents.
 |

# Use of personal information *(Provider to insert own statement or ensure that it is comfortable with what follows)*

We may collect personal information about You for the purposes of providing You with Housing. Sometimes we might need to disclose that information to Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development, the Ministry of Social Development, or to the Transitional Housing Independent Dispute Resolution Service in order to manage an issue or complaint. We do not disclose personal information about You in any other ways.

We will take all reasonable steps to protect Your personal information, including through storing it in secure systems, with role-based access controls to ensure access to identifiable personal information is strictly limited to those who need it. Disposal of personal information will occur safely.

You have the right to ask Us whether We hold personal information about You, ask for a copy of that information, and ask Us to correct the information if You believe it is inaccurate.

# Signatures

You and We agree to the terms and conditions of this Housing Agreement:

(*Note for deletion by Provider:* *Room is provided below for all adult members of the Household to sign.*

*Add to this or delete as required.*)

|  |  |  |
| --- | --- | --- |
| Signed by: |  | Date: |
|  | You (*Occupant*) |  |
|  | You *(Occupant)* | Date: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Signed by: |  | Date: |
|  | Us (*Provider*) |  |

# Schedule 1 – List of Chattels (*Provider to complete*)

* [*Insert item*]
* [*Insert item*]
* [*etc*]

**Schedule 2 – Programme and Site-Specific Rules[[1]](#footnote-2)** (*Provider to complete; note the constraints on these*)

|  |
| --- |
| **Rule** |
| 1. *Insert Rule*
 |
| 2. |
| 3. |
| 4. |

**Schedule 3 – Housing Agreement Extension** (*Provider and Occupant(s) to complete. Again room is provided below for all adult members of the Household to sign. Add to this or delete as required.)*

You and We agree to extend the Housing End Date to:

|  |  |  |  |
| --- | --- | --- | --- |
| **Renewed End Date** | **Housing Contribution Payment Amount** | **Occupant(s) signature** | **Provider signature** |
| [*Insert Date*] | *$[insert amount]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |
| [*Insert Date*] | *$[insert amount]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |
| [*Insert Date*] | *$[insert amount]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameDate: |

**Appendix 1: Photos of Housing Condition**

**Attach** photos that are representative of the condition of the Housing at the beginning of the Occupant(s)’ stay.

1. ***Note:*** *These rules will only be valid if they are reasonable in the context of the goals of the Transitional Housing Programme and are necessary in the circumstances:*

	* *to keep You, the environment You live in, Your neighbours and/or Our staff and contractors safe; or*
	* *if your Housing is leased from the private market, to meet the terms of that lease.* [↑](#footnote-ref-2)