



## Diocese of Nelson

# Guidelines for the Occupation and Vacation of Vicarages and Diocesan Housing

### **Preamble:**

It is the policy of the Diocese to provide housing for Vicars of Parishes, Mission Units and certain Diocesan positions.

As the provision of housing is part of the employment conditions there exists a service tenancy between the employing authority and the employee. Consequently in addition to an employer/employee relationship there exists a Landlord/Tenant relationship between the staff member and the employing authority.

In this document the employing authority will be referred to as a "Landlord" and the staff member occupying parish or diocesan housing will be called "the Tenant".

The provisions of the Residential Tenancy Act 1986 apply to this relationship. That Act imposes duties and obligations on the Landlord and the Tenant.

These guidelines are written to record the expectations of the Landlord and the Tenant in the hope that it will help avoid any disputes.

In parishes the Landlord's agents are the Wardens or their appointed representative; for Diocesan housing the Landlord's agent is the Diocesan Secretary or his/her appointed agent.

### **Prior to Tenancy Commencing**

- Upon the house becoming vacant the Landlord shall arrange for the Diocesan Housing Group to inspect the vicarage or house.
- The Diocesan Housing group shall inspect the house and complete a written report for the Diocesan Secretary, the Wardens and Parish detailing the immediate maintenance and future maintenance that is required on the property.
- The Landlord shall ensure that the immediate maintenance is carried out and if possible the medium term maintenance to be completed.
- The house should be clean externally and internally. Carpets should have been shampooed, stove cleaned and chimneys swept.
- The grounds - lawns should be mowed, garden tidied and rubbish removed.

### **During Tenancy**

At commencement of the Tenancy Landlord and the Tenant should jointly complete the attached property inspection report.

### **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 standards that apply to the premises.
- Pay rates and any insurance taken out by the Landlord.
- Not seize the Tenant's goods for any reason.

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- Not interfere with the supply of any services to the premises.
- Where applicable, chimneys are sweep annually.

### **Rights of Entry**

The Landlord shall enter the premises only

- With the Tenant's consent at the time of entry
- In an emergency
- For repairs or maintenance from 8.00am to 7.00pm after 24 hours notice
- For inspection of the property or work done by the Tenant from 8.00am to 7.00pm after 48 hours notice
- With the Tenant's prior consent to show the premises to prospective tenants, purchasers or registered valuer. Consent may not be unreasonably withheld but reasonable conditions may be imposed.

### **Tenant's Responsibilities**

- Keep the premises reasonably clean and tidy and notify the Landlord as soon as any repairs are needed.
- Mow any lawns and keep the garden tidy.
- Use the premises principally for residential purposes.
- Not damage or permit damage to the premises and to inform the Landlord of any damage.
- The Tenant is liable for any damage caused through their negligence.
- Any damage caused to the property by domestic pets will have to be paid for by the Tenant.
- 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.
- Pay electricity, gas and telephone (Tenant liable) charges.
- If the tenancy started before 1<sup>st</sup> December 1996 pay excess water charges. For tenancies starting after 1<sup>st</sup> December 1996 pay for water supplied to the premises if:
  1. It is stated in the letter of offer that the Tenant shall pay water charges.
  2. The premises have its own water meter.
  3. The water supplier charges for water on the basis of metered usage.
- Not sublet or assign the tenancy.

### **Locks**

- Can only be changed with the agreement of both the Tenant and the Landlord.
- Should be provided and maintained in a secure state by the Landlord.

### **At Termination of Tenancy**

At the conclusion of the Tenancy Landlord and the Tenant should again jointly complete the attached property inspection report.

### **Tenant Responsibilities**

- Arrange reading of all meters - power and water (if applicable)
- Terminate any personally contract services (e.g. Additional phone services, sky services etc.)
- Leave the property clean and tidy and clear of rubbish and possessions at the end of the tenancy.
- Ensure stove has been cleaned
- Arrange for carpets to be shampooed and if necessary treated for fleas.
- At the end of the tenancy leave all keys and such things with the Landlord.
- Leave all chattels supplied with the tenancy.

### **Dispute Resolution**

Should a dispute arise at any stage of the tenancy between The Landlord and the Tenant and they are unable to resolve the issues by themselves the dispute can be referred to the Diocesan Secretary who will determine the best way to resolve the dispute.

The Diocesan Secretary may appoint a person to mediate the dispute. The Mediator shall in the first instant endeavour to obtain an agreed resolution of the dispute. If both parties request, the Mediator may decide the dispute, in which case the Mediators decision shall be final and binding. If after a reasonable effort the Mediator has been unable to obtain a resolution to the dispute the Mediator shall make a report together with recommendations for the resolution of the dispute to the Diocesan Secretary. The Diocesan Secretary shall advise the parties of the content of the report and after giving the parties to the dispute an opportunity to respond to the report the Diocesan Secretary shall decide the dispute. Any person aggrieved by the Diocesan Secretary's decision may appeal that decision to Standing Committee.

Nothing in this section of these guidelines abrogates the Landlords or Tenants rights under the Residential Tenancies Act 1986.

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**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 (L/L) and the tenant (T) 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
	L/L	T	
Lounge	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
	Blinds/Curtains		
Kitchen/Dining	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
	Blinds/Curtains		
	Cupboards		
	Sinks/Benches		
	Oven		
	Refrigerator		
Bathroom	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
	Blinds/Curtains		
	Mirror/Cabinet		
	Bath		
	Shower		
	Wash Basin		
Toilet (WC)			
Laundry	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
	Blinds/Curtains		
	Washing Machine		
	Wash Tub		
Bedroom 1	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
Bedroom 2	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		
Bedroom 3	Walls/Doors		
	Lights/Power points		
	Floors/FI coverings		
	Windows		

List of furniture and chattels Provided by the landlord			
Stove			
Washing machine			
Dishwasher			
Refrigerator			
Lawn Mower			
Telephones			

**Water Meter Reading**  
(for use if charging for water)

At start of tenancy \_\_\_\_\_ - \_\_\_\_\_

**Signatures for Property Inspection Report**  
(Do not sign unless you agree to all the details in the Property Inspection Report)

Signed by \_\_\_\_\_  
Landlord

Date signed \_\_\_\_\_

Signed by \_\_\_\_\_  
Tenant

Date signed \_\_\_\_\_

Bedroom 4	Walls/Doors			
	Lights/Power points			
	Floors/FI coverings			
	Windows			
	Blinds/Curtains			

Study	Walls/Doors			
	Lights/Power points			
	Floors/FI coverings			
	Windows			

General	Rubbish Bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			