



The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa

SERVICE TENANCY AGREEMENT

Between

(PARISH)

AND

(MINISTER)

THIS AGREEMENT is dated the

day of

20

BETWEEN
of The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa
AND

PARISH
MINISTER

BACKGROUND

- A. The Premises is being made available for use as a parsonage to provide accommodation to the Minister stationed at the Parish.
- B. In consideration for making the Property available for use as a parsonage the Parish requires the Minister to enter a tenancy agreement.
- C. The Parish is unable to contract out of its obligation to have a tenancy agreement.
- D. Accordingly, the Parish has agreed to grant, and the Minister has accepted a tenancy of the Premises on the terms set out in this agreement.
- E. This is the official tenancy agreement to be used by all Parishes for their Minister's tenancy agreement.
- F. A copy of the signed agreement to be provided to the Board of Administration of the Methodist Church within a month of the occupancy or induction, whichever is the later.

THE PARTIES AGREE

1. INTERPRETATION

In this agreement unless the context indicates otherwise:

1.1. Definitions:

"Act" means the Residential Tenancies Act 1986 and its amendments:

"Address for Service" in relation to each party means the address, set out in Schedule A, at which notices and other documents relating to the tenancy will be accepted by or on behalf of that party:

"Church" means the Methodist Church of New Zealand Te Hāhi Weteriana O Aotearoa

"Parish" means the Methodist Parish to which the Minister has been stationed:

"the Premises" means the dwelling house situated at (address)

"Minister" means an ordained Minister who is subject to the discipline, Laws and Regulations of the Church. Church Laws and Regulations:

Minister - Section 2 Church Law and Regulations:

1. *Throughout this Section the term "Minister" shall be a generic term referring to a minister as commonly understood and includes Presbyters, Deacons and Stationed Lay Ministers as hereafter defined.*
2. *A Minister is not an employee of the Church. Ministers are persons in a special relationship with and appointed by the Conference of the Church, with powers, duties, rights and functions as set out in this Law Book, and entitled to such living allowance (a stipend) and other allowances as from time to time determined by the Conference.*

*Init.*_____ *Init.*_____

MINISTERS

- *A Presbyter is one who is ordained by The Church to the particular ministry of Word, Sacrament, and Pastoral Care and to leadership within the community of faith.*
- *A Deacon is one who is ordained by The Church to a ministry shaped by the community whom they are appointed to serve.*
- *A stationed Lay Minister is one who has been authorised for an identified period by The Church to carry out a specific function within the Church. The specific roles and tasks of any stationed lay minister will be defined in a covenant.*
- *Minita-a-iwi, Kaikarakia, and Liaison Persons within Te Taha Māori shall be appointed in accordance with guidelines set by Hui Poari. They shall minister to people in their own Takiwā/Rohe. (see 7.3.5 - Tupu Whakaritorito)*

"the Property" means the land and building situated at (address)

- 1.2. **Clauses and Schedule:** references to clauses and Schedule A are references to the clauses of, and Schedule A, of this agreement,
- 1.3. **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning in the whole of this agreement, including the background and the schedule,
- 1.4. **Headings:** section, clause and other headings are for ease of reference only and so not form any part of the context of affect this agreement's interpretation,
- 1.5. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done,
- 1.6. **Parties:** references to parties are references to parties to this agreement and include each party's executors, administrators and successors,
- 1.7. **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality,
- 1.8. **Plural and Singular:** singular words include the plural and vice versa,
- 1.9. **Schedule A:** Schedule A and its contents have the same effect as if set out in the body of this agreement,
- 1.10. **Schedule Terms:** the terms "Agent's Charges", "Bonds", "Commencement Date", "Parish's Legal Fees", "Maximum Number of Persons", "Premises", "Rent" and "Termination Date", together with the other terms specified in Schedule A, will be interpreted by reference to Schedule A, and
- 1.11. **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.

*Init.*_____ *Init.*_____

2. RESIDENTIAL TENANCIES ACT

The tenancy created by this agreement is subject to the Act. If there is an inconsistency between the provisions of the Act and this agreement, the provisions of the Act will prevail.

3. TENANCY

- 3.1. **Grant of Tenancy:** The Parish grants to the Minister, and the Minister accepts, a fixed term tenancy of the Premises commencing on the Commencement Date and ending on the Termination Date in accordance with Schedule A.
- 3.2. **Chattels:** The Parish will provide the Parish's chattels for the Minister's use as set out in Schedule B.
- 3.3. **Service Tenancy:** The Premises is made available to the Minister as part of the terms of their appointment to the Parish in accordance with the stationing requirements of the Church, and as a consequence both parties agree that a service tenancy, as that term is defined in the Act, is created.

4. RENT

- 4.1. The Premises is provided to the Minister in consideration for the Minister providing pastoral services to the members of the Parish and as one of the terms of the Minister's appointment to the Parish. As a consequence no rent by the Minister is payable.

5. BOND

- 5.1. **Bond:** Unless otherwise specified in Schedule A no bond is payable.
- 5.2. **Parish to Lodge Bond:** In the event a bond is payable, the Parish must lodge the Bond with the chief executive of the Tenancy Services in accordance with the Act.

6. OUTGOINGS

- 6.1. **Charges Payable by the Minister:** The Minister must, on demand by the Parish or by the person to whom payment is due, pay all charges for:
 - 6.1.1. **Electricity and Gas:** electricity and gas supplied to the Premises, and
 - 6.1.2. **Water Charges:** Where a Local Authority levy water charges the Minister will be responsible for excess charges if they are more than 25% above the average charge. The average is based on an average family usage of 1000 litres / day. The Minister will not be responsible for an excess charge due to leaking water pipes or taps.
- 6.2. **Apportionment:** If any of the charges payable by the Minister under clause 6.1 are made for a period not falling wholly within the term of the tenancy, those charges will be apportioned between the Parish and the Minister on a daily basis.
- 6.3. **Outgoings Payable by the Parish:** The Parish must pay all costs, expenses and outgoings relating to the Premises which are not payable by the Minister under this agreement.

7. TRANSFER AND SUBLETTING

The Minister must not, except with the Parish's prior written consent:

- 7.1. Sublet or part with possession of the Premises or any part of the Premises.
- 7.2. Transfer the Minister's interest in this agreement to any person

8. MINISTER'S RESPONSIBILITIES

Without limiting the Minister's obligations and responsibilities set out in the Act, the Minister shall:

- 8.1. **Number of Persons:** not allow more than the maximum number of persons to reside in the Premises except with the Parish's prior consent. The parish and the Minister agree that the maximum number of occupants who may reside at the Premises is __ as recorded in Schedule A.
- 8.2. **Pets:** not keep any pets on the premises except with the Parish's prior consent. All damage caused by the pet is the responsibility of the Minister.
- 8.3. **Chattels:** maintain the Parish's Chattels in a reasonable state of repair having regard to the age and character of each chattel.
- 8.4. **Grounds:** Subject to the qualification in Schedule A, keep and maintain the gardens lawns and grounds to a good standard not less than that condition at the Commencement Date.
- 8.5. **Premises:** at all times keep the premises clean and tidy and shall:
 - 8.5.1. Notify the Parish promptly if any repairs are required.
 - 8.5.2. Not alter the Premises without the prior written consent of the Parish including not marking, defacing or painting the Premises.
 - 8.5.3. Use the Premises principally for residential purposes, and
 - 8.5.4. Allow not less than an annual inspection of the Premises by the Parish.
- 8.6. **Unlawful Purpose:** not allow anyone residing on the Premises to use the Property for any unlawful purpose, nor undertake or allow unlawful activities to be undertaken on the Property.
- 8.7. **Nuisance:** not do or permit or suffer to be done to or on the Property anything which may cause annoyance, nuisance, or cause a grievance, damage or disturbance to the owners or occupiers of premises and properties adjoining the Premises or the neighbourhood in which the Premises is situated.
- 8.8. **Insurance:** be responsible for insuring their own personal effects, and the personal effects of anyone else residing at the Premises, including but not limited to clothing, ornaments, jewellery, furniture and other chattels belonging to the Minister or anyone else residing at the Premises.
- 8.9. **Fire:** take all precautions against outbreak of fire, in or about the Premises, and notify the emergency services and the Parish immediately if any fire occurs.
- 8.10. **Smoke alarms:** replace batteries in smoke alarms as required.

9. PARISH'S RESPONSIBILITIES

Without limiting the responsibilities and obligations of the Parish under the Act, the Parish (and including the Parish shall:

- 9.1. **Standard of Repair:** provide the Premises to the Minister in good standard of maintenance and repair,
- 9.2. **Maintenance:** maintain the property including the Premises except as is otherwise the responsibility of the Minister under this agreement,
- 9.3. **Rates:** pay rates (including any water rates) and insure the building, carpet and drapes,

- 9.4. **Quiet Enjoyment:** allow the Minister and family quiet enjoyment of the property,
- 9.5. **Inspections:** regularly inspect the property (not less than annually) to determine required maintenance and any necessary repairs or upgrading,
- 9.6. **Smoke Alarms:**
- i. comply with all requirements in respect of smoke alarms imposed on the landlord by regulations
 - ii. 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.

10. INSURANCE AND INDEMNITY

- 10.1. The Parish will insure the property and the Premises against loss and damage arising from accidental or careless behaviour caused, to the property and/or the Premises during the term of the Tenancy by the Minister and family or third parties.
- 10.2. The Minister will indemnify the Parish for any loss or damage caused by an act or omission by the Minister or family or others residing at the Premises (or invitees to the Premises) where the Parish's insurance does not cover the loss or damage.
- 10.3. The Minister will repair and/or reinstate at their cost any damage caused to the property including the Premises by any deliberate act of the Minister or their family or their invitees or otherwise indemnify the Parish in respect to such loss or damage.

11. NOTICES

Any notice or document required or authorised to be delivered or served under this agreement or the Act may be delivered or served to each party at that party's Address for Service.

12. VARIATION AND RENEWAL

Every variation, renewal or extension of this agreement must be:

- 12.1. **In Writing:** in writing.
- 12.2. **Signed by Parties:** signed by the Parish and the Minister.

Signed as an agreement.

SIGNED for and on behalf of
the METHODIST CHURCH OF NEW ZEALAND
Te Hāhi Weteriana o Aotearoa

for the Parish

(Parish officer signature)

(Parish officer name)

SIGNED by
MINISTER

SCHEDULE A

Parish:

Address for Service:

Parish Address:

Contact Address:

Minister:

Address for Service:

Contact Address:

Premises:

Address:

Commencement Date:

/ /20

Termination Date:

Being the date upon which the Minister's appointment to the Parish ceases.

Church Law & Regulations Section 2 (23.3) applies: *Where a Minister dies, the spouse/partner shall be entitled to continue rent free occupancy of the house applicable to the appointment for three months after the death of the Minister. Any other arrangements applying prior to the death shall continue during the three month period.*

Rent:

\$0.00

Maximum Number of Persons:

(write in the maximum number of occupants permitted to reside in the house)

Parish's Chattels:

See Schedule B.

Parish's Bank Account Details:

- - -

Bond:

A bond may be charged where a Minister or their Family have previously caused damage to a Parsonage. Bond \$_____received (if applicable). Please use the Tenancy Services Bond Form

Grounds:

With respect to clause 8.4 the Synod Property Advisory Committee may determine that the size and complexity of the grounds means that the Parish will contribute to the maintenance of the grounds.

Init. _____ Init. _____

SCHEDULE B

[List of Parish's chattels] (Cross out, amend and add chattels as applicable)

Stove / Oven

Fixed floor coverings

Blinds, curtains and drapes

Light fixtures

Dishwasher

Waste disposal unit

Rangehood

TV Aerial

Heat pump / s

Heated towel rail / s

Hot Water Cylinder

Bathroom Extractor Fan

SCHEDULE C

Property inspection report at commencement of tenancy

Condition acceptable?

Room and Item

Parish

Minister

Damage/Defects

LOUNGE	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
KITCHEN/DINING	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Cupboards Drawers			
	Sinks			
	Benches			
	Range hood			
	Waste Disposal			
	Dishwasher			
	Oven			
	Refrigerator			
BATHROOM 1	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Mirror/ Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
	Extractor Fan			

Init. _____ Init. _____

Room and Item Parish Minister Damage/Defects

BATHROOM 2	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Mirror/ Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
	Extractor Fan			
LAUNDRY	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Washing machine			
	Wash tub			
BEDROOM 1	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
BEDROOM 2	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			

Init. _____ Init. _____

Room and Item Parish Minister Damage/Defects

BEDROOM 3	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
BEDROOM 4	Walls/Ceilings			
	Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/Curtains			
EXTERIOR	Blinds/ Awnings			
	Roof			
	Spouting			
	Paintwork			
	Woodwork			
	Fencing/Gates			
	Lawns/edges			
	Gardens/Trees			
	Washing Line			
	External Lighting			
	Locks			
	Garage/Car port			
	Decks/Handrails Stairs			
	Patio areas / Pathways			
	Water Tank/s			
	Cladding			
	Spa Pool			
	Swimming Pool			

Init. _____ Init. _____

Room and Item Parish Minister Damage/Defects

GENERAL	Rubbish bins			
	Locks			
	Garage remote			
	No. keys supplied			
	Television Aerial			

- | | |
|---|---|
| <input type="checkbox"/> PHOTOS ENCLOSED/ATTACHED | <input type="checkbox"/> MINOR REPAIRS WILL BE COMPLETED |
| <input type="checkbox"/> IMPROVEMENTS/RENOVATIONS REQUIRED | <input type="checkbox"/> INSURANCE COMPANY CONTACTED |
| <input type="checkbox"/> QUOTES WILL BE OBTAINED | <input type="checkbox"/> RE-INSPECTION REQUIRED/SCHEDULED |
| <input type="checkbox"/> OWNERS TO ADVISE WHAT ACTION YOU WANT US TO TAKE | <input type="checkbox"/> REPORT EMAILED/POSTED/FAXED |

INSPECTION REPORT DATE: _____

Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

Landlord - please confirm you have met at least these minimum legal requirements before you rent the premises:

- ☐ There is at least one working smoke alarm in each bedroom or within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☐ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a total battery life when installed of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☐ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☐ All the smoke alarms are working at the start of the tenancy, including having working batteries

Init. _____ Init. _____

SCHEDULE D INSULATION.

[Parish's statement in relation to insulation]

- (a) *The parish must specify whether or not there is, as at the date of the tenancy agreement, any insulation installed in connection with any ceilings, floors, or walls that are at the premises.*
- (b) *Include details of the location, type, and condition of all insulation that is, as at the date of the tenancy agreement, installed in connection with any ceilings, floors, or walls that are at the premises.*

All residential rental homes are required to have ceiling and underfloor insulation that meets minimum standards unless they meet one of the exceptions. This will apply from 1 July 2016 for parishes of income-related tenancies and 1 July 2019 for all other parishes.

From 1 December 2020 Landlords must include a statement of their current level of compliance with the healthy homes standards in any new or renewed tenancy agreement.

As of 1 July 2021 all **new** Service Tenancy Agreements, and after 1 July 2024 **all** Service Tenancy Agreements must comply with the healthy homes standards:

Heating:	All rental properties must have one or more fixed heaters, which can directly heat the main living room and meet a required heating capacity. Certain heating devices that are inefficient, unaffordable or unhealthy will not meet the requirements of this standard. A heating assessment tool is provided at tenancy.govt.nz/heating-tool , which provides a report that shows the minimum heating capacity required. It can be used to check if current heating is sufficient to meet the standard, or if it is necessary to install a new heater.
Insulation:	Ceiling and underfloor insulation has been compulsory in all rental homes since 1 July 2019, where it is reasonably practicable to install. Underfloor insulation needs a minimum R-value* of 1.3. Existing ceiling insulation may need to be topped up or replaced if it is not in a reasonable condition, and in most situations, existing ceiling insulation needs to be at least 120mm thick. If ceiling insulation needs to be topped up, it needs to meet minimum R-values as set out in the 2008 Building Code. * 'R' stands for resistance – an R-value is a measure of how well insulation resists heat flow.
Ventilation	Rental properties must have at least one door or window (including skylights) that opens to the outside in all bedrooms, dining rooms, living rooms, lounges and kitchens. The openable windows and doors must have a total area of at least 5% of the floor area in each respective room. The windows or doors must be able to be fixed in the open position. All kitchens and bathrooms must have an extractor fan that ventilates externally.
Moisture ingress and drainage:	Rental properties must have efficient drainage for the removal of storm water, surface water and ground water, including an appropriate outfall. The drainage system must include gutters, downpipes and drains for the removal of water from the roof. If the rental property has an enclosed subfloor, a ground moisture barrier must be installed if it is reasonably practicable to do so.
Draught stopping:	Landlords must block any unreasonable gaps and holes in walls, ceilings, windows, floors and doors that cause noticeable draughts. Open fireplaces must be blocked unless the tenant and landlord agree otherwise.

Init. _____ Init. _____

SCHEDULE E

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.

Ministers and Parishes. If you have problems, initially talk to each other. If you can't sort it out, talk to us or if you require assistance please call the Connexional Office (03) 3666049

In the case of a dispute Church processes are to be used before reference to the Tenancy Tribunal.