|  |  |
| --- | --- |
| 20 January 2016  «Title» «GivenNames» «Surname» «Address» «City» «PostCode» | Tenant Reference Number: «PaymentBookId» |

Dear «GivenNames»

**KEEPING TO YOUR TENANCY AGREEMENT**

This is formal notice requiring you to remedy a breach of your tenancy agreement, within 14 days.

**Has left the property without giving notice**

I understand you have not been living at «Address» for some time. Your tenancy agreement requires that you live in the house at all times and it appears evident that you are not.

You need to return to the property within 14 days of the date of this this notice or provide us with 21 days’ notice to end your tenancy. If you choose to end your tenancy, please complete the enclosed form and return it to me as soon as possible.

If you do not return to «Address» or provide us with your notice to vacate, I will ask for a Tenancy Tribunal Order that ends your tenancy with us and requires you to pay any money that you owe.

**No animals - dog**

Your tenancy agreement specifies that there are no pets allowed. It is evident from a recent visit to your property, together with a report from a third party who has seen it, that there is a dog present at your address.

**Rent arrears - circumstances**

You had agreed to continue to pay your rent (fortnightly) since being employed, as well as paying an additional $... per week for the existing arrears. Our records show that there have been no additional payments of $... made and your weekly payment of «CurrentWeeklyRent», which was due yesterday, has also not been received.

According to our records, your account is now **«Arrears»** in arrears.

**I am therefore giving you 14 days’ notice to pay your arrears in full as required by Section 56 of the Residential Tenancies Act 1986.**  Please pay the arrears of **«Arrears»** by dd/mm/yyyy and continue to make your regular rent payments.

If this breach is not remedied, I will apply to the Tenancy Tribunal for an order that will terminate your tenancy. Please note that if your rent is 3 weeks in arrears I will not wait for the 14 days to expire and will apply immediately to the Tenancy Tribunal (under Section 55 of the Residential Tenancies Act 1986) for an order to terminate your tenancy.

**Clean & Tidy**

Your tenancy agreement states; “Household rubbish is to be managed hygienically and put out weekly. Recycle bin to be used only for council approved recycle items”.

This is in accordance with the Residential Tenancies Act which states the tenant shall keep the premises are kept reasonably clean and reasonably tidy.

As you are aware I was at your property recently and noted its general untidy state with multiple bags of rubbish and other items strewn around the property including in the carport and the shed at the rear. Beyond not being clean and tidy it is also a health risk.

I appreciate the fact that you have said that you are getting help to move the rubbish, however I am required to give you formal notice to have it removed and to keep your property clean and tidy.

**Other option for rubbish**

«Sitename» staff have visited your property and have noted its general untidy state, rubbish around the property which includes seemingly discarded furniture and a refrigerator. There has also been household rubbish left outside the property in non-council-approved bags.

**Not working with Social Worker (Housing Support Worker)**

Your tenancy agreement requires that you work with the «Sitename» housing support worker but since we have not been able to make contact with you to arrange a meeting with our social worker, you are in breach of your tenancy agreement.

**Non connection of power**

We need to resolve the issue of the non-connection of electricity to your tenancy urgently. I have endeavoured to contact you by leaving a note (card) on your door. I have also texted you but have had no response from you. I also understand that you were going to be attending budgeting with «Sitename» but the appointment made for you was not kept.

This letter is formal notification as required by Section 56 of the Residential Tenancies Act 1986 to make contact with me so that we can progress issues surrounding your tenancy, the most important of which is reconnection of power to your address.

* Section 39 of the Residential Tenancies Act states that the tenant is responsible for payment of ‘outgoings’ which in this case is payment of electricity.

**Since payment for power was not made this is a breach of your tenancy agreement.**

* Section 45 of the Residential Tenancies Act states, “The Landlord shall – (1)(c) comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises …”

**Since power was disconnected as a result of non-payment of the power, «Sitename» has been unable to provide facility for safe and healthy cooking facilities (boiling and baking) and heated water for bathing.**

* Section 49 of the Residential Tenancies Act states, “Where any party to a tenancy agreement breaches any of the provisions of a tenancy agreement or of this Act, the other party shall take all reasonable step to limit the damage arising from that breach …”

**In light of the above and the use of candles for lighting and a portable gas burner for cooking and heating water, we are required to mitigate for any potential damage to our property which may arise. We will also be seeking recovery of the cost to us of reconnection of the power which includes a full electrical inspection required by the power company before power can be reconnected.**

**I am therefore giving you 14 days’ notice to fix these conditions as required by Section 56 of the Residential Tenancies Act 1986.**

**Non-compliance on a number of issues**

Last week I hand-delivered a letter to you requesting you to attend a meeting to discuss complaints of ‘anti-social’ behaviour made by neighbours. The letter also stated that there were other matters that needed to be discussed. Unfortunately, you did not keep the appointment at 00:00 on the dd/mm/yyyy.

It is important that you keep to your tenancy agreement with us.

You have not met the following conditions of your tenancy agreement:

1. Your tenancy agreement requires that other residents be able to enjoy a reasonable standard of peace and quiet at all times.

There have been complaints from neighbours of anti-social behavior. This includes excessive noise, disorderly behavior and abusive language.

1. Your tenancy agreement requires the premises are kept reasonably clean and reasonably tidy.

«Sitename» staff have visited your property and have noted its general untidy state, rubbish around the property which includes seemingly discarded furniture and a refrigerator. There has also been household rubbish left outside the property in non-council-approved bags.

1. Your tenancy agreement specifies that there are no pets allowed.

A «Sitename» staff member has reported evidence of dog faeces on your property and on one occasion a dog in a vehicle on your property.

1. Your tenancy agreement requires that you are to notify the landlord as soon as possible after discovery of any damage to the premises or of the need for any repairs.

A recent inspection revealed damage in the house (including holes in walls and a spilled substance on a door and carpet) which was not notified to «Sitename». «Sitename» will require access to your property to enable repairs to be made. The repairs will incur charges.

1. Your tenancy agreement requires that you will work with the housing support worker.

It appears you have been avoiding working with «Sitename»’s housing support worker as you have not returned her calls or responded to any messages she has left in this regard.

1. Your Tenancy Agreement permits only yourself (as tenant) to live at your address.

It has come to our attention that you have had another person (your son/daughter etc) living at your address for some time.

**All – delete/modify paragraphs as necessary**

Please note that as tenant you are responsible for anything done or omitted to be done by any person you have permitted to be on your property (other than the landlord or the landlord’s representative).

**I am therefore giving you 14 days’ notice to fix these conditions as required by Section 56 of the Residential Tenancies Act 1986.**

I will visit your property after this 14 days’ notice expires to establish progress in meeting your responsibilities.

Please be assured that «Sitename» wants to work with you to resolve the issues outlined and we strongly encourage you to make contact as soon as possible so that we can formulate a means of addressing them.

However, if you do not meet your responsibilities outlined in the agreement I will ask for a Tenancy Tribunal Order that ends your tenancy with us and requires you to pay any money that you owe.

If you need assistance or clarification around understanding the points raised or if you have any questions at all surrounding your tenancy, please call me on «SitePhone» or call in at our office at «SiteAddress» between 9:00am and 5:00pm.

Yours sincerely

«TenancyManager»

(Job Title)