



## Tattoo Apartments – Landlord Pack

### **So you are renting your apartment out?**

We have prepared this information pack to assist you with the renting of your apartment in the Tattoo Apartments. We have included the documentation you and your tenant need to complete and copies of the related guidelines and rules for your tenants. Also included is a form for you to record your property manager's details (if you are using one). Copies of these documents must be returned to Body Corporate Secretary, Complete Body Corporate Solutions.

### **Rules applying to tenanting your apartment:**

- 1: There are to be no "For rent" signs placed in the windows or attached to the building without Body Corporate approval.
- 2: Your tenant's details must be supplied to the Body Corporate Secretary.
- 3: Your tenants must complete the Moving Agreement and Tenanted Apartment Agreement and agree to adhere to these documents and the Residents Guidelines and Body Corporate Rules.
- 4: A clause stipulating the above (3) must be inserted into your tenancy agreement.

### **What is included in this pack:**

- 1: Residents Guide
- 2: Moving Guidelines
- 3: Moving Agreement
- 4: Common Area Inspection Report
- 5: Moving Damage Remediation Form
- 6: Tenant Details Change Form
- 7: Tenanted Apartment Agreement
- 8: Property Manager Details Change Form
- 9: The Body Corporate Rules

If you have any questions relating to the above forms please contact the Body Corporate Secretary, Complete Body Corporate Solutions at [questions@cbcs.co.nz](mailto:questions@cbcs.co.nz)

If you have a query relating to the tenanting of your apartment please contact Body Corporate Secretary, Complete Body Corporate Solutions at [tenancy@cbcs.co.nz](mailto:tenancy@cbcs.co.nz) and we will direct your question to an industry expert.



## Tattoo Apartments – Residents Guide – Current as at May 2011

Tattoo Apartments is home to around 40 people living in 36 Apartments. It is a friendly community and with a little care and effort we can all help keep Tattoo a great place to live. Located moments from bars and cafes, a few minutes from shops and entertainment, this is a great building in a fantastic location. This guide covers most of the things you need to know about living at Tattoo Apartments and lists the basic rules and guidelines, which if are followed will make living here a pleasant experience for all.

Tattoo Apartments are run and administered by a Body Corporate Committee in partnership with our professional Body Corporate Secretary. Both the committee and secretary meet as necessary to keep the building maintained and functioning as planned.

As residents of the Tattoo Apartments you are subject to the Body Corporate rules, and if a tenant to your tenancy agreement. Whilst not all sections of the Body Corporate rules apply to a tenancy, certain sections do, generally those that cover noise levels, smoking, security, rubbish and use of common areas.

### Resident Rules for Tattoo Apartments

1. No rubbish in corridors, foyers or any common areas.
2. Laundry is not to be hung in areas that can be seen from the street.
3. No excessive noise between 9.30pm and 7am Sunday to Thursday and 10.30pm and 7am Friday and Saturdays.
4. Please treat public areas of the building with respect.
5. No smoking within any of the common areas of the building.
6. Follow the moving guidelines to the letter.
7. A rubbish skip is provided in the 'rubbish bay' next to the Wigan Street entrance to the building.
8. If you are a tenant, report any problems with your unit to your property manager.
9. If there are noise problems please advise your property manager if you are a tenant, or the Body Corporate Committee Contact after contacting Noise Control (Ph: 04 499 4444).
10. Do not keep the entrance doors to the building held open, as this compromises the security of the apartments and building.
11. Clear your letterbox regularly. Any mail that is addressed to previous residents of your apartment, please mark "Return to Sender, no longer at this address" and place in the nearest NZ Post letterbox.
12. Mounting items on the walls and ceilings: The walls (interior and exterior) and the ceiling of each unit are part of the fire cells of the building. You cannot drill or create holes of any sort in the walls or ceiling. This means that pictures will need to be mounted with 3M style hooks and items such as TV's cannot be wall mounted.

Complete Body Corp Solutions | 5 Bengal Street, Khandallah, Wellington 6035

P: 04 970 5435 | F: 04 970 1184 | E: admin@cbcs.co.nz | www.cbcs.co.nz

## Mail and Post

The postal address for residents of the Tattoo Apartments is:

Apt X/42 Abel Smith Street, (*X is the apartment number*)

Te Aro,

Wellington 6011

NZ Post has access to the letterboxes in the entry foyer. Couriers cannot access the building. If something is being couriered to you, please ensure that someone is there to accept it.

Please clear your mail box regularly.

## Moving in and out

You must communicate the date and time of your moving at least 48 hours in advance.

You can only move in or out of the building between 10am and 4pm week days and 9am and 6pm on weekends and public holidays. This is to ensure the least possible disturbance to other residents of the building.

Moving procedures and agreements are available from the Body Corporate Secretary or your property manager and need to be signed before you commence your move and must be adhered to.

You will be responsible for any damage caused to the common areas from moving in or out whether by movers or yourself.

## Noise

Please have respect for your neighbours and allow them their right to quiet enjoyment of their apartment. However, we recognise that when living in apartments there will be times where some noise transfer between apartments are unavoidable.

Instances of excessive noise may result in Noise Control being called. Any instances of excessive noise will result in a written notice being issued to the owner (and tenant/s) responsible. Repeated instance of excessive noise may result in further action being taken against the owner and/or tenant.

Our suggestions if you are planning a party:

- Advise your neighbours
- Turn your music down by 9.30pm Sunday to Thursday and by 10.30pm Friday and Saturday.
- After these times keep voices to a normal speaking level.
- Keep your guests in your apartment not wandering the common areas on their own.
- Ask your guests be quiet when leaving the apartment.

## Rubbish and Recycling

There is a rubbish skip provided for all household rubbish is provided in the 'rubbish bay' next to the Wigan Street entrance to the building.

Tattoo Apartments does not cater for disposal of large cardboard boxes and furniture. You will have to make arrangements for disposal of those items on your own.

## Fire Alarms

When the fire alarms sound all residents and guests must evacuate the building as soon as possible. The assembly area is the corner of the Abel Smith Street and Kelvin Grove (next to Southern Cross). The fire evacuation plan is also located in your apartment.

## Fire Systems and Callouts

There are smoke detectors in each apartment. There are wired in and monitored. If you remove them they will alert the monitoring company that there is a defect and they will have to attend. The owner of the apartment will be charged for the call out.

There are fire hose reels, manual call points, smoke and heat detectors in the common areas.

When the fire alarm is triggered the fire department is automatically called and the call cannot be cancelled. False callouts incur a charge which is billed to the Body Corporate. The charge for these callouts is currently around \$1200 for each callout with a further \$300 - \$400 for fire security re-setting and checks.

The Body Corporate will recover the cost of the callout and related service charges from the owners of the apartments which triggered the callouts. Tenants need to be aware that the apartment owner may choose to recover this cost from the tenants responsible.

## Fire Safety

Tattoo apartments are inspected each month for general fire safety requirements. This involves a check of all emergency lighting, fire fighting equipment and fire escape areas.

All fire escape areas must be kept clear of belongings and rubbish to allow escape in case of a fire.

The building is inspected yearly to enable the current Building Warrant of fitness to be issued. This involves the Body Corporate Secretary and one of the Body Corporate Committee members accompanying fire safety contractors inside each apartment while the smoke detectors and fire alarms are tested. The Body Corporate Secretary will advise the occupiers of each apartment of access times for this inspection to be carried out.

## Security

It is important to be aware of potential intruders who use the “tail gating” technique – (following residents into the building). Do not hesitate to ask strangers why they are on the premises. If they claim to be a contractor ask for identification. The Tattoo Apartments are your home. To help ensure the building remains secure it is important that residents support and assist with identifying potential security risks.

There is an intercom facility at both entry doors to the building. The intercom connects to the apartments and you can converse with the person at the doors. Your intercom manual should be in your apartment. If you do not have one, please advise the Body Corporate Secretary.

After letting your visitor into the foyers you will need to meet them and take them to your apartment.

**Tattoo Apartments**  
**42 Abel Smith Street, Te Aro, Wellington**

Body Corporate Secretary:

Complete Body Corp Solutions

**P:** 04 970 5435 **F:** 04 970 1184 **E:** admin@cbcs.co.nz

[www.cbcs.co.nz](http://www.cbcs.co.nz)







## Tattoo Apartments – Moving Damage Remediation

Move to/from Apartment \_\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_

During your move on <date> we noted that damage was caused to the common area. This damage was noted on the post move inspection.

As per the moving agreement form that you signed that remediation arrangements must be made and agreed to by the Body Corporate within 5 days of the damage occurring and this remediation completed within 10 days of the damage occurring.

The following items/areas must now be repaired at your cost:

You must within the five day limit:

1: Advise the body corporate managers of your plans to remedy the damage or if you wish the Tattoo Body Corporate to do so on your behalf. As per your moving agreement, the repairs can only be made by qualified tradespeople that are acceptable to the Body Corporate.

2: Advise the body corporate managers of the date the repairs will take place and the duration, so that the body corporate managers may advise residents as to repairs being undertaken.

3: Discuss and organise access for the tradespeople undertaking the repairs if you have moved out.

<delete one> Should you have any questions, please contact me as the Body Corporate Duty Person who inspected your move on \_\_\_\_\_

<or> Should you have any questions, please contact the Body Corporate Managers on \_\_\_\_\_

Regards

<Name>

On behalf of the Tattoo Body Corporate





**Tattoo Apartments – Tenant Details Change Form**

Please complete this form and return to Complete Body Corp Solutions to ensure that our records are correct and current.

Property: Tattoo Apartments, 42 Abel Smith Street, Wellington

Body Corporate Number: BC437512

Unit Number: \_\_\_\_\_

Proprietor First Names: \_\_\_\_\_

Proprietor Surname: \_\_\_\_\_

**Tenant Details**

Tenant First Names: \_\_\_\_\_

Tenant Surname: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Additional Information (ie: Alternative contact etc): \_\_\_\_\_

\_\_\_\_\_



Tattoo Apartments – Tenanted Apartment Agreement

Tattoo Body Corporate
C/- Complete Body Corp Solutions
5 Bengal Street,
Khandallah,
Wellington 6035

Apartment Number: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Tenant Details

Tenant First Names: \_\_\_\_\_

Tenant Surname: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

I, \_\_\_\_\_, confirm that I have been issued with a full copy of the Tattoo Apartments body corporate rules (BC437512) and resident guidelines and that I understand and agree to the obligations I have as a resident of the Tattoo Apartments. I agree that I will adhere to the body corporate rules and I understand that a breach of the rules and/or guidelines may result in the Body Corporate Committee (via the apartment landlord) seeking the termination of my tenancy.

\_\_\_\_\_  
Tenant Name Date:

Witnessed by:

\_\_\_\_\_  
BCC Member/ BC Manager Name Date:



**Tattoo Apartments – Property Manager Details Change Form**

Please fill this out and return to Complete Body Corp Solutions to ensure that our records are correct and current.

Property: Tattoo Apartments, 42 Abel Smith Street, Wellington

Body Corporate Number: BC437512

Unit Number: \_\_\_\_\_

Proprietor First Names: \_\_\_\_\_

Proprietor Surname: \_\_\_\_\_

**Property Manager Details**

Property Manager First Names: \_\_\_\_\_

Property Manager Surname: \_\_\_\_\_

Property Management Company: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Additional Information (ie: Alternative contact etc): \_\_\_\_\_

\_\_\_\_\_

**1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licences and tenants**

- a. Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- b. These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of units in the unit title development.
- c. **"Owner"** has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit titles development and the employees, agents, invitees, licensees and tenants of all Owners and occupiers of units in the unit title development, unless the context otherwise requires.

**2. Interference and obstruction of common property**

An Owner of a unit must not:

- a. interfere with the reasonable use or enjoyment of the common property by other owners;
- b. obstruct any lawful use of the common property by the Owner; and
- c. restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property other than window coverings such as curtains or blinds used for the purpose of temperature or light regulation and privacy.

**3. Damage to common property**

An Owner of a unit must not:

- a. damage or deface the common property; and
- b. drive , operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

**4. Use of facilities, assets and improvements within the common property**

- a. An Owner of unit must not use any facility contained within the common property or any assets and improvements that form part of the common property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.
- b. Any part of the common property that is used as an entrance or access-way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

**5. Vehicle parking / Loading Bay**

- a. An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- b. An Owner of a unit that is designated for the use as a vehicle park must:
  - i. Only use the vehicle park for the purpose of parking vehicles;
  - ii. Ensure the vehicle park is kept tidy and free of litter;
  - iii. Not use the vehicle park or permit it to be used for storage; and

- iv. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
- c. The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

#### **6. Aerials, satellite dishes and antennas**

An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

#### **7. Signs, notices, advertising and promotion**

An Owner of a unit must not, without the prior consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit.

#### **8. Contractors**

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure:

- a. They have prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld.
- b. that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

#### **9. Rubbish and pest control**

An Owner of a unit:

- a. must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by the Owners;
- b. must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c. must not burn any rubbish anywhere on the common property or in any unit; and
- d. shall keep the unit free of vermin, pests, rodents and insects.

#### **10. Cleaning and garden/courtyard maintenance**

An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

#### **11. Cleaning and replacing glass**

An Owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

## **12. Use of water services**

- a. All things required for the provision of water supply, drainage, wastewater and sewerage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps/faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that the Owner shall pay for such damage loss, or costs.
- b. An Owner or resident of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## **13. Washing**

An Owner of a unit:

- a. shall not, without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying apparatus") outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit;
- b. shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than by using a drying apparatus for which Body Corporate consent has been obtained in accordance with rule 13(a); and
- c. shall not hang out any clothes, washing, bedding, towels or other items on the common property except as expressly permitted designated by the Body Corporate as washing line areas and such items may only be hung for a reasonable period of time.

## **14. Security and ventilation equipment**

An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment of the unit.

## **15. Floor coverings**

Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the owner of another unit.

## **16. Noise, behaviour and conduct**

An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other owners between the hours of 11pm and 7.00am or between other such hours that the Body Corporate may set from time to time.

## **17. Pets**

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be

revoked upon written notice if the rights or interests or any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule.

- b. Notwithstanding rule 17(a) any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.
- c. An Owner of any animal or pet permitted under rule 17(a) or any dog permitted under rule 17(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

### **18.Security**

An Owner of a unit must:

- a. keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
- b. take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 18(b) or 18(c) are breached.

### **19.Moving and installing heavy objects**

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

### **20.Hazards, insurance and fire safety**

An Owner of a unit may only bring onto, use, store, or do, in a unit anything that creates a hazard if:

- a. the prior written consent of the Body Corporate is obtained if the hazard is likely to cause an increase in the premium on any Body Corporate insurance policy for the unit title development;
- b. the Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any requirements of any Territorial Authority; and
- c. it does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

### **21.Emergency evacuation drills and procedures**

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

### **22.Notice of damage, defects, accidents or injury**

If an Owner or Resident becomes aware of any damage or defect in any part of the apartment building including its services, or any accident or injury to any

person in the apartment building, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

### **23. Leasing a unit**

An Owner of a unit:

- a. must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit;
- b. must provide the Body Corporate with written notice of the full name, landline phone number and cell phone number for the Owner and for all tenants occupants of the unit;
- c. must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and
- d. promptly notify the Body Corporate in writing of any changes to the details in rules 23(b) and 23(c).