Tenancy Services

Information pack for new landlords

Answers to your questions about renting

Welcome to the residential rental housing market.

This pack is designed to help you get off to a positive start with renting your property.

It tells you about:

- the protections and responsibilities you have under tenancy law (the Residential Tenancies Act 1986)
- what to check before you choose your tenants
- taking and lodging bond money
- the tenancy forms you will need to manage your property effectively
- keeping track of rent payments
- things you can do if your tenant breaches the tenancy agreement
- recent changes to tenancy law
- how to learn more or get help from us if you need it.

MINISTRY OF BUSINESS, INNOVATION & EMPLOYMENT
HĪKINA WHAKATUTUKI

New Zealand Government

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Tenancy Services

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Tenancy basics

Information and help for landlords and tenants

Tenancy Services can provide information about the rights and responsibilities of landlords and tenants as required by the Residential Tenancies Act 1986 (RTA) and the healthy homes standards. We provide dispute resolution services, including mediation, to help landlords and tenants solve problems.

For further tenancy information visit our website **tenancy.govt.nz**.

Some common questions

Do I need a written tenancy agreement?

Yes. A written tenancy agreement is required for all tenancies. The landlord must provide a copy of a completed and signed tenancy agreement to the tenant(s). Residential and Boarding House tenancy agreement forms are available free from our website. A Residential tenancy agreement is included in this pack.

Are there different types of tenancy agreements?

A property can be rented for a fixed-term period, or the tenancy can be periodic. There are also other special types of tenancy agreements such as service tenancies and boarding house tenancies.

A fixed-term tenancy is for a set period of time (for example, twelve months) and cannot be ended before that time unless both parties agree, the Tenancy Tribunal orders it, or in certain circumstances that the RTA allows for.

A fixed-term tenancy automatically becomes a periodic tenancy at the end of the term unless both the landlord and tenant agree to extend, renew or end the tenancy, or the tenant provides written notice that they do not intend to continue with the tenancy at least 28 days before the tenancy expires.

A periodic tenancy is one that has no fixed end date, which continues until either the tenant or the landlord gives the required written notice to end it. The landlord can only end a tenancy for reasons that are specified in the RTA and those reasons must be stated in the termination letter.

What is a bond?

A bond is money that a landlord can ask a tenant to pay as security. The bond can be an amount up to the value of four weeks' rent. A landlord doesn't have to ask for a bond, but most landlords do.

What happens to the bond?

The law requires that a landlord who takes a bond must lodge it with Tenancy Services within 23 working days of receiving it (including any part payment). *Bond lodgement forms* are available from our website and one is included in this pack.

If the tenancy is a boarding house tenancy and the bond is one week's rent or less then the landlord does not have to lodge it with us, but must provide the tenant with a receipt.

At the end of the tenancy, the bond should be refunded to the tenant, provided the landlord does not have grounds to keep any of it. The bond refund form should be completed and clearly show who is receiving the bond money. The property inspection report (part of the tenancy agreement) may help to establish the condition of the property at the start of the tenancy if there is any dispute. The landlord can't ask the tenant to pay for fair wear and tear that has occurred or any damage the tenant is not liable for.

If you have a question about a bond, visit our website, or call our bond information line on 0800 737 666. Please quote your bond number when you call.

How much rent can be charged in advance?

Rent can be charged for a maximum of two weeks in advance. This means that if two weeks' rent is paid at the start of the tenancy, no further rent should be paid until 14 days later.

Charging too much rent. What can a tenant do?

If tenants think their rent is substantially higher than the market rent for the property, they can apply to the Tenancy Tribunal to resolve the dispute. Market rent data for areas of New Zealand are on our website. Landlords can ask a local expert to assess the market rent for their rental property if needed, which may give a more accurate market rent. You can also use our subscription service on our website to receive the latest market rent statistics by email.

What notice should be given for a rent increase?

In a periodic tenancy, landlords must give 60 days' written notice before increasing the rent. If the tenancy is a boarding house tenancy, only 28 days' written notice is required.

The rent cannot be increased more than once every 12 months from either the start of the tenancy or the last rent increase.

For a fixed-term tenancy, landlords can only increase rent if there is a provision to do so in the fixed-term tenancy agreement. A landlord must give a tenant at least 60 days' written notice of a rent increase.

What is the required notice to end a tenancy?

Notice cannot be given to terminate a fixed-term tenancy early, but may be ended early by mutual agreement. Fixed-term tenancy agreements entered into from 11 February 2021 will automatically convert to periodic tenancy agreements at the end of the fixed-term unless:

- the landlord gives written notice using one of the reasons listed in the RTA for terminating a periodic tenancy; or
- the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy of their intention to not continue with the tenancy; or
- before the expiry, both landlord and tenant agree to extend, renew or end the fixed-term tenancy.

For periodic tenancies, a tenant must give 28 days' written notice, unless the landlord agrees in writing to a shorter time. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

If the landlord gives notice, and the tenant wishes to leave before the termination date of that notice, then the tenant must still give at least 28 days' written notice. The landlord is required to give at least 63 days' written notice and must state the reason for termination if the:

- premises are needed for the owner or the owner's family to live in for at least 90 days
- property is normally used or has been acquired for employee or contractor accommodation and is needed again for that purpose, and this is included in the tenancy agreement.
- property is normally used or premises have been acquired for occupation by employees of a school board of trustees, or contractors providing services for a school board of trustees, and this is included in the tenancy agreement and the landlord is the Ministry of Education.

The landlord must give 90 days' notice in writing and must state the reason for termination if:

- the owner intends to put the premises on the market within 90 days after the termination date; or
- the property has been sold with a requirement by the owner for vacant possession; or
- the landlord is not the owner of the property, and the landlord's interest is due to end; or
- the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement); or
- the landlord/owner wants to change the use of the premises into commercial premises for at least 90 days; or
- the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment and the work is to begin or material steps are taken within 90 days after the termination date and it would not be reasonably practicable for the tenant to live there; or
- the premises are to be demolished and the demolition is to begin or steps towards it are to be taken within 90 days from the termination date.

(Note: this is not an exhaustive list of ways a tenancy may be terminated.)

If the tenancy is provided as part of the tenant's employment, special provisions for notice may apply. Different notice requirements also apply to boarding house tenancies - please visit our website for more information.

Who does repairs and maintenance?

Landlords must maintain the premises in a reasonable state of repair. Tenants have an obligation not to carelessly or intentionally damage the premises, and may be responsible

for any damage that they or their guests cause. Disputes relating to this can be resolved in mediation or determined by the Tenancy Tribunal. Tenants must notify their landlord as soon as possible if something needs to be repaired.

Do landlords and tenants have any other rights and obligations?

Yes, the RTA also covers many important renting requirements, including those about discrimination, rent receipts, quiet enjoyment, anti-social behaviour, the sale of premises, the landlord's right of entry, locks, and abandonment of premises. The healthy homes standards set minimum requirements for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping. Private landlords will need to comply with these standards within 90 days of a new or renewed tenancy from 1 July 2021.

These requirements are all covered on our website (**tenancy.govt.nz**).

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About tenancy bonds

A bond is money that a landlord can ask tenants to pay when they move into a property. A bond can be any amount up to the value of four weeks' rent.

The landlord pays the bond to Tenancy Services where it is held to cover any unpaid rent, damage to the property (if a tenant is liable) or any other claim. If the property has been well looked after and the rent is paid in full, the tenants should get their bond money refunded after they move out.

All bond forms are available at **tenancy.govt.nz/rent-bond-and-bills/bond/**.

Lodging the bond

Landlords who take a bond must lodge it with us within 23 working days (unless it relates to a boarding house tenancy and the bond is not more than the equivalent of one week's rent). You can lodge the bond using the Online Bond lodgement tool on our website, or by sending a Bond Lodgement form, and a cheque to us. When sending the bond payment by cheque, please make sure you:

1. Make the cheque payable to Tenancy Services

   We might not be able to lodge the bond if the cheque has not been made out correctly.

2. Enclose the *Bond lodgement form* with your cheque

   Please complete every section of the form clearly to prevent delays when you apply for a refund.

3. Provide an Address for Service for both the landlord and tenants

   We may not be able to process the bond without these. An Address for Service is a physical address in New Zealand where notices and other documents relating to the tenancy will be accepted by you or on your behalf.

4. Check the *Bond lodgement form* is signed by the landlord and tenants

   When an application is made for a bond refund, the signatures on the *Bond refund form* are checked against those on the Bond lodgement form. We need to hold a copy of the signature of anyone likely to sign the *Bond refund form*.

   Note: incomplete bond lodgement forms will be returned to obtain the required information.

Paying bond by instalments

If you are paying the bond by instalments, a bond number will be printed on the acknowledgement of your first payment. Please make sure that you quote this bond number on each *Bond lodgement form* that you use for later instalments or partial payments. Note, you still need to lodge part payments within 23 working days of receiving it – you cannot hold onto it until it is received in full.

Change of tenant or landlord

When there is a change of tenant, the new tenant's details must be sent to us if they will have an interest in the bond held. If at least one of the original tenants remains in the property, you can complete a *Change of tenant form*. If all the original tenants move out, send a completed *Bond refund form*. Make sure you put your bond number on the form. When there is a change of landlord, the new landlord needs to complete a *Change of landlord form* and send it to us. Make sure to include both the new and previous landlord's names and signatures, and the bond number.

Landlord leaving the country for more than 21 days

If the landlord is leaving the country for more than 21 consecutive days, they must appoint a New Zealand-based person to manage their property during this time. The landlord must inform their tenants of the person's contact details, and for tenancies where a bond is held, they must also inform us.

If you lose or forget your bond number

If you have forgotten the bond number, please call the Bond help line (with as many details of the tenancy as possible, including the address and the names of the landlord and tenants) so we can give you the number.

Bond refunds

To ensure the bond is refunded promptly, please ensure you:

1. Provide a bank account number on the *Bond refund form*

   Refunds are by direct credit and it is necessary to provide a New Zealand bank account number to enable completion of the bond refund.

2. Put the bond number on the *Bond refund form*

   We need to check your bond number against our computer file.

3. Have the landlord and tenants sign the *Bond refund form*

   Refunds may be delayed if we do not have the necessary signatures.

4. State the amounts of refund on the *Bond refund form*

   Refunds may be delayed while we contact you to find out how much to refund to whom.

5. Provide phone numbers and addresses for both the landlord and tenants

   We may need to contact you for more information.

6. Check that the tenant names on the *Bond refund form* are the same as those on the *Bond lodgement form*

   We can only refund a bond if the *Bond refund form* is signed by the same people who signed the *Bond lodgement form*.

Transferring the bond to a new property

When you move out of a property, your bond money can be transferred to a new tenancy if the old landlord agrees to release the bond.

If you want to transfer your bond money, complete a *Bond transfer form* (ensure the previous bond number is listed on the form).

The new landlord should ask the tenants for the *Bond transfer form* (signed by the tenants and the old landlord) and then send this into us, if a transfer of the bond money to the new address is agreed. If the original bond is not enough then it can be topped up by attaching a cheque for the additional payment.

Further information and all bond forms are available at **tenancy.govt.nz/rent-bond-and-bills/bond/**.

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Bond lodgement form

Tenancy Services

- All sections of this form must be completed to enable smooth processing of information, payment and future refunds
- Landlords' and all tenants' **signatures must be provided**. Incomplete forms will be returned
- Complete in a black or blue pen with **CAPITAL** letters if handwriting
- Read the important information on the back of this form before entering any details

1 **If payment is to an existing bond for this tenancy, enter the bond number here:**

2 **Address of the rented property** Property ID (if known):

Room no. (for boarding house or room only tenancy) Unit House no. Street

Suburb City

Building name Postcode

Weekly rent $ Total bond $ Total amount enclosed $

Date tenancy started D D M M Y Y No. of bedrooms Dwelling type (tick one): See reverse for definitions House/Townhouse Apartment Room Boarding house room Bedsit/Flat

3a **Landlord details** Are you a first time landlord? Yes Landlord ID:

Full name(s) or trading name

Contact phone

3b **Landlord address for service** Email will be first point of contact if provided

Email

Unit House no. Street

Suburb City

PO Box or Private Bag Postcode

By signing this form you agree that the information you have provided is true and correct

Landlord Signatures

Date D D M M Y Y

4a **Tenant 1 details**

Full name Bond contribution $

Are you a first time tenant? Yes Date of Birth (optional) D D M M Y Y Contact phone

4b **Tenant 1 new address for service** Email will be first point of contact if provided

Email

Room no. (for boarding house or room only tenancy) Unit House no.

Street

Suburb City

PO Box or Private Bag Postcode

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

4c **Tenant 2 details**

Full name Bond contribution $

Are you a first time tenant? Yes Date of Birth (optional) D D M M Y Y Contact phone

4d **Tenant 2 new address for service** Email will be first point of contact if provided

Email

Room no. (for boarding house or room only tenancy) Unit House no.

Street

Suburb City

PO Box or Private Bag Postcode

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

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Use the *Additional tenants bond lodgement form* if more than 2 tenants. Attach it to this form. Yes, this form is attached.

* L O D G P P *

If you need to add more tenants, please use the ***Additional tenants bond lodgement form*** and attach it to this form.

Privacy statement

Personal Information provided on this form will be held and used by the Ministry of Business, Innovation and Employment for the purposes of administering and enforcing the Residential Tenancies Act 1986. It may also be used for carrying out customer surveys, public education and statistical analysis, and we may occasionally provide your information to third parties to carry out this work on our behalf.

We collect date of birth information to help us correctly identify you. Supplying your date of birth is optional.

Bond contribution information provided to Tenancy Services may be used to help confirm refund details for each tenant at the end of the tenancy. Supplying this information is optional.

The personal information you supply will not be used for any other reasons unless permitted under the Privacy Act 2020 (e.g. with your consent or for a directly related purpose). The information may also be provided to third parties where it is required or permitted by law. The personal information you supply will be provided to all parties named on this form or on the bond record. You can access or correct your personal information held by us at any time.

Dwelling type definitions

House/Townhouse: When you live in a self-contained property, usually a building with land

Apartment: When you live in a property with self-contained areas (e.g. apartments, units) and shared areas (e.g. building lifts, driveways)

Boarding House Room: When you live in a room in a boarding house – i.e. rented separately but sharing facilities in a building intended for 6 people or more

Room: When you live in a room in a house which is not a boarding house – i.e. rented separately but sharing facilities in a building intended for less than 6 people

Bedsit/Flat: When you live in a place which is either part of a subdivided building, or a building which is independent of the primary residence of a property (e.g. sleep-out)

Property ID number

If you do not know the Property ID number for this property, leave the box blank.

Weekly rent and Dwelling type

This information is gathered by Tenancy Services so that the general public and landlords have access to current rental market information through the Tenancy Services website. No personal, individual bond or property information will be published there.

Number of bedrooms – If you are only renting a room, the number of bedrooms is one.

Landlord ID number

If you do not know the Landlord ID number, leave the box blank.

Address for service

This information will assist Tenancy Services to contact you regarding this bond and to minimise any delays in paying out/refunding the bond when the tenancy finishes.

Landlord's address for service: If you provide an email address, we will use this as the primary means for communication. However, a physical address must also be provided.

If we need to contact you at a street address regarding this tenancy we will use the address for service you provided.

In addition to a street address, a PO Box address can also be provided as an address for service.

Tenant's address for service: If you provide an email address, we will use this as the primary means for communication. If we need to contact you at a street address during your tenancy we will use the address of the rented property or the address for service you give us. A new address for service is required after the tenancy has ended.

In addition to a street address, a PO Box can also be provided to be used as an address for service.

PLEASE NOTE: By providing a PO Box or email address, you are authorising Tenancy Services to use these to contact you.

Any questions?

All our forms and other information are on our website at **tenancy.govt.nz**

If you have any questions about this form or need more information about bonds, please Freephone 0800 737 666 or contact us by email at **tenancy.govt.nz/contact-us**

Ki te mea he pātai āu mō tēnei puka, kei te pīrangi pārongo rānei mō te moni here (bond), waea koreutu 0800 737 666, whakapā rānei ki a mātou i te īmēra **tenancy.govt.nz/contact-us**

'A iai ni fesili e uiga i lenei pepa pe mana'omia fo'i nisi fa'amatalaga e uiga i le tupe fa'amau (bond), fa'amolemole telefoni mai i le numera 0800 737 666, pe feso'ota'i mai ile emeli **tenancy.govt.nz/contact-us**

若您有任何关于本表格方面的疑问, 或是希望获得 有关押金的更多详情, 请拨打我们的免费热线电话 0800 737 666, 或发送电邮至以下网站内的相应电邮 地址, 与我们联系: **tenancy.govt.nz/contact-us**

If you have questions about your rights and obligations when renting call our tenancy information line Freephone: 0800 TENANCY (0800 83 62 62)

How to send us your form(s)

Online: If paying online, please go to **tenancy.govt.nz** and follow the 'Lodging a bond online' instructions.

Post: If paying by cheque, please send this form and cheque (made payable to Tenancy Services) to:

Tenancy Services
PO Box 50 445
Porirua 5240

Additional tenants bond lodgement form

Tenancy Services

Use this form to provide additional tenants details and attach it to your Bond lodgement form.

1a Tenant 3 details

Full name _____ Bond contribution $ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) D D M M Y Y Contact phone _____

1b Tenant 3 new address for service

Email will be first point of contact if provided

Email _____

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. _____

Street _____

Suburb _____ City _____

PO Box or Private Bag _____ Postcode _____

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

2a Tenant 4 details

Full name _____ Bond contribution $ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) D D M M Y Y Contact phone _____

2b Tenant 4 new address for service

Email will be first point of contact if provided

Email _____

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. _____

Street _____

Suburb _____ City _____

PO Box or Private Bag _____ Postcode _____

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

3a Tenant 5 details

Full name _____ Bond contribution $ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) D D M M Y Y Contact phone _____

3b Tenant 5 new address for service

Email will be first point of contact if provided

Email _____

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. _____

Street _____

Suburb _____ City _____

PO Box or Private Bag _____ Postcode _____

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

4a Tenant 6 details

Full name _____ Bond contribution $ _____

Are you a first time tenant? Yes ☐ Date of Birth (optional) D D M M Y Y Contact phone _____

4b Tenant 6 new address for service

Email will be first point of contact if provided

Email _____

Room no. _____ (for boarding house or room only tenancy) Unit _____ House no. _____

Street _____

Suburb _____ City _____

PO Box or Private Bag _____ Postcode _____

By signing this form you agree that the information you have provided is true and correct

Signature

Date D D M M Y Y

Privacy statement

Personal Information provided on this form will be held and used by the Ministry of Business, Innovation and Employment for the purposes of administering and enforcing administering the Residential Tenancies Act 1986. It may also be used for carrying out customer surveys, public education and statistical analysis, and we may occasionally provide your information to third parties to carry out this work on our behalf.

We collect date of birth information to help us correctly identify you. Supplying your date of birth is optional.

Bond contribution information provided to Tenancy Services may be used to help confirm refund details for each tenant at the end of the tenancy. Supplying this information is optional.

The personal information you supply will not be used for any other reasons unless permitted under the Privacy Act 2020 (e.g. with your consent or for a directly related purpose). The information may also be provided to third parties where it is required or permitted by law. The personal information you supply will be provided to all parties named on this form or on the bond record. You can access or correct your personal information held by us at any time.

Address for service

This information will assist Tenancy Services to contact you regarding this bond and to minimise any delays in paying out/refunding the bond when the tenancy finishes.

Tenant's address for service:
If you provide an email address, we will use this as the primary means for communication. If we need to contact you at a street address during your tenancy we will use the address of the rented property or the address for service you give us. A new address for service is required after the tenancy has ended.

In addition to a street address, a PO Box can also be provided to be used as an address for service.

PLEASE NOTE: By providing a PO Box or email address, you are authorising Tenancy Services to use these to contact you.

Any questions?

All our forms and other information are on our website at **tenancy.govt.nz**

If you have any questions about this form or need more information about bonds, please Freephone 0800 737 666 or contact us by email at **tenancy.govt.nz/contact-us**

Ki te mea he pātai āu mō tēnei puka, kei te pīrangi pārongo rānei mō te moni here (bond), waea koreutu 0800 737 666, whakapā rānei ki a mātou i te īmēra **tenancy.govt.nz/contact-us**

'A iai ni fesili e uiga i lenei pepa pe mana'omia fo'i nisi fa'amatalaga e uiga i le tupe fa'amau (bond), fa'amolemole telefoni mai i le numera 0800 737 666, pe feso'ota'i mai ile emeli **tenancy.govt.nz/contact-us**

若您有任何关于本表格方面的疑问, 或是希望获得 有关押金的更多详情, 请拨打我们的免费热线电话 0800 737 666, 或发送电邮至以下网站内的相应电邮 地址, 与我们联系: **tenancy.govt.nz/contact-us**

If you have questions about your rights and obligations when renting call our tenancy information line Freephone: 0800 TENANCY (0800 83 62 62)

How to send us your form(s)

Online: If paying online, please go to **tenancy.govt.nz** and follow the 'Lodging a bond online' instructions.

Post: If paying by cheque, please send this form and cheque (made payable to Tenancy Services) to:

Tenancy Services
PO Box 50 445
Porirua 5240

Pre-letting checklist for landlords

Things to do before renting your property

- [ ] Establish the market rent for your property
- [ ] Decide the wording for your advertisement and ensure you state the amount of rent in the advertisement
- [ ] You cannot invite or encourage rental bids, although prospective tenants can offer to pay more than the stated amount of rent
- [ ] Make sure the property is a lawful premises for residential use
- [ ] Complete any maintenance or repairs needed
- [ ] Open a separate bank account for the rent
- [ ] Check your insurance policy
- [ ] Get a Pre-tenancy application form
- [ ] Get a Residential Tenancy Agreement
- [ ] Get a Bond lodgement form
- [ ] Set up tradespersons for repairs
- [ ] Read the updated guidelines from the Office of the Privacy Commissioner about collection of tenant information – see **privacy.org.nz/news-and-publications/guidance-resources/privacy-act-guidance-for-landlords-and-tenants/**
- [ ] Enrol in a credit check company (ensure you align with obligations under the Privacy Act 2020 when requesting a credit report)
- [ ] Consider joining a local property investors association: **nzpif.org.nz**
- [ ] Ensure your property has ceiling and underfloor insulation to the required standard for rental properties
- [ ] Check whether your property will comply with the healthy homes standards, which will apply within 90 days of a new or renewed tenancy after 1 July 2021 (for private landlords)
- [ ] Check whether your property meets the requirements for smoke alarms
- [ ] Subscribe to Tenancy Matters for regular updates on tenancy news and law changes: **tenancy.govt.nz/#subscribe**

For further tenancy information visit our website **tenancy.govt.nz**

Pre-tenancy application form

Please complete this form to apply for the tenancy at the address below. The information you provide is for applying for this tenancy and may be used for a credit and reference check. Your privacy is protected under the Privacy Act 2020.

Tenancy details	
Property address:	
Commencement of tenancy:	Date: / /
Applicant details	
Full name:	Date of birth: / /
Phone number:	Mobile phone:
Email:	
Current address:	
How long have you lived there? Years:	Months:
Please state why you are leaving this address:	
Identification	
Please provide photo identification, such as your driver's licence. Driver's licence number: *NB. Provision of this number is voluntary and will only be used to verify your identity and for carrying out a credit check*	Version no. *(if applicable)*
Alternative form of ID:	
Current landlord's details If you are currently renting, please provide your landlord's name and contact details.	
Landlord's name:	
Phone number:	Mobile phone:
Email:	
May I contact this person for a reference?	☐ Yes ☐ No *(please tick)*

References	
Please provide two referees that I can contact. Referees can be a friend, co-worker, your employer or someone who knows you well. One of your referees should be able to provide a reference about your creditworthiness. If you have already provided your current landlord's details, only one additional referee is needed. Please let these people know I may be contacting them for a reference.	
Referee name 1:	Phone:
Email:	
Referee name 1:	Phone:
Email:	
Signature:	
I authorise the Landlord/Property Manager to: › collect, retain and use this information for the purpose of assessing my creditworthiness and suitability for the tenancy; and › disclose informaion about me, whether collected from me directly or from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit report (which will involve the credit reporting agency providing information about me to the Landlord/Property Manager). I understand that the credit reporting agency: › may hold my information on their credit reporting database and use it for providing credit reporting services, and they may disclose my information to their subscribers for the purpose of credit checking or debt collection; and › as part of providing a credit report, may check the Ministry of Justice fines database for any overdue fines I may have.	
Signed:	Date signed:
Under the Privacy Act 2020, you have the right to ask for a copy of all information held about you, and have the right to request the correction of any incorrect information.	

Residential Tenancy Agreement

HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. This agreement must be completed in full and signed by the tenant and landlord.
4. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
5. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
6. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2, 3 and 4 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
7. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
8. Landlords must include a signed statement with any new tenancy agreement that covers what insulation a property has in the ceilings, floors and walls, including where it is, what type and what condition. This information can be provided in the healthy homes standards compliance statement included in this agreement (page 8).
9. From 1 December 2020, most new or renewed tenancy agreements must also include specific information about the landlord's current level of compliance with the healthy homes standards. For information on when a healthy homes compliance statement is required, head to this page on our website: **tenancy.govt.nz/healthy-homes/compliance-statement**
10. Landlords must also provide a statement to confirm they will comply, or already do comply, with the healthy homes standards. This statement can be combined with the healthy homes standards compliance statement, with one signature.
11. Landlords must include a statement about whether the property is insured, and if so, what the excess is. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
12. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
13. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
14. The parties must record their full names correctly.
15. If a bond is paid, a Bond Lodgement Form must also be completed.
16. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
17. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 2020*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
18. Letting fees can't be charged to tenants.
19. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit **tenancy.govt.nz/disputes** or call us for free information on **0800 836 262**.

TENS 6037 01/21

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.

Tenants and landlords! If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. Visit **tenancy.govt.nz/disputes/self-resolution or call us for free information on 0800 TENANCY (0800 836 262)**

1. Agreement

- Each party should keep a copy of this tenancy agreement.
- Changes in the particulars of either party must be notified to the other party within 10 working days.
- This contract may not be enforceable against a tenant under the age of 18 (a minor). The *Contract and Commercial Law Act 2017* may apply.

2. Contact details

- Each party must provide an email address and mobile phone number if they have them.
- Each party must supply a physical address for service in New Zealand where notices and other documents relating to the tenancy will be accepted by them, or on their behalf, even after the tenancy has ended. Tenants who supply the rental address as their address for service should update this at the end of the tenancy. Parties may also supply an additional address for service which can include a PO Box, email or facsimile.
- If the landlord is going to be out of New Zealand for more than 21 days and has to appoint an agent, the landlord must give the tenant the agent's name, contact address, mobile phone number (if any), email address (if any) and address for service.

3. Rent

- Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- 60 days' written notice must be given for rent increases.
- Rent shall not be increased within 12 months of the start of the tenancy or the last rent increase.
- Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- Receipts must be given immediately if rent is paid in cash.

4. Bond

- A bond is not compulsory, but a landlord may require a bond of up to 4 weeks' rent.
- Bonds must be lodged with the Ministry of Business, Innovation and Employment within 23 working days of being paid.
- Receipts must be given for bond payments.
- If the property is sold, the landlord's rights with regard to the bond pass to the purchaser of the property.
- The bond covers any damage or loss to the landlord if the tenant's obligations are not met, but does not cover fair wear and tear.

5. 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 requirements that apply to the premises.
- Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations.
- 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.
- Pay rates and any insurance taken out by the landlord.
- Not seize the tenant's goods for any reason.
- Inform the tenant if the property is on the market for sale.
- Not interfere with the supply of any services to the premises.
- If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days.
- Inform the tenant of any changes to the information in the insurance statement within a reasonable time.

6. Tenant's responsibilities

- Pay the rent on time.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- Use the premises principally for residential purposes.
- Pay all electricity, gas, telephone, and metered water charges.
- Replace batteries in smoke alarms as required.
- Not damage or permit damage to the premises, and to inform the landlord of any damage.
- 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.
- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.
- If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

7. Rights of entry

The landlord shall enter the premises only:

- with the tenant's consent at the time of entry
- in an emergency

- for necessary maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms, insulation and healthy homes standards, from 8 am to 7 pm, after 24 hours' notice
- for an inspection of the property or work done by the tenant, from 8 am to 7 pm after 48 hours' notice
- with the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises
- consent may not be unreasonably withheld but reasonable conditions may be imposed
- to test for contamination, after 48 hours' notice.

8. Subletting and assignment

- If not expressly prohibited by the landlord, the tenant may sublet or part with possession with the landlord's prior written consent.
- Consent may not be unreasonably withheld unless subletting is totally prohibited by this agreement.
- Landlords must consider all requests from tenants to assign a tenancy and cannot withhold consent unreasonably. A provision in a tenancy agreement prohibiting assignment is of no effect. These rules do not apply to a social housing tenancy covered by section 53B(1)(a) of the Residential Tenancies Act 1986 if assignment is prohibited under this agreement.
- The tenant(s) must not assign the tenancy without the prior written consent of the landlord.

9. Making changes to the property

- Landlords must consider all requests from tenants for changes to the rental property, and must not unreasonably withhold consent for a minor change (fixture, renovation, alteration, or addition), but may attach reasonable conditions. Responses to requests must be provided in writing within 21 days.
- The tenant(s) must not make any changes without the prior written consent of the landlord.
- The tenant(s) must return the property to a condition that is substantially the same as the condition that the property was in before any minor changes were made. However, the landlord and tenant may agree to a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place).
- Please check the www.tenancy.govt.nz website for further information.

10. Installation of fibre internet connection

Landlords must permit the installation of a fibre internet connection to the rental property if:

- there is no fibre connection in the premises; and
- it is possible to install a fibre connection in the premises; and
- the tenant requests a fibre connection; and
- the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).

Under some circumstances a landlord is not required to permit installation. There are rules for how landlords must respond to and facilitate requests for installation. Please check the www.tenancy.govt.nz website for further information.

11. Locks

Locks can only be changed with the agreement of both the tenant and the landlord. They should be provided and maintained in a secure state by the landlord.

12. Insulation

- Landlords must disclose the extent of insulation in their properties in a signed statement as part of any new tenancy agreement.
- Landlords must provide ceiling and underfloor insulation that meets minimum standards unless they meet an exception. In the case of an exception, the landlord must explain how it applies.
- Landlords must make all reasonable efforts to obtain the required information. This includes physically looking, engaging a professional to do an assessment and/or checking the council building file.
- This information can be included in the healthy homes standards compliance statement included in this agreement as a combined statement.

13. Insurance

- Landlords must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

14. Healthy Homes Standards

From 1 December 2020, landlords must include a statement in most new and renewed tenancy agreements, which includes details of the property's current level of compliance with the healthy homes standards. This requirement is provided in regulations 34-39 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Landlords must include a statement in the tenancy agreement, which confirms:

- that on and after the commencement of the tenancy, the landlord will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act, **or**
- that the landlord already complies with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

This statement can be combined with the healthy homes standards compliance statement included in this agreement, with one signature.

15. Notice to terminate tenancy*

Fixed-term tenancies

Fixed-term tenancy agreements entered into from 11 February 2021 will automatically convert to periodic tenancy agreements at the end of the fixed-term unless:

- the landlord gives written notice using one of the reasons listed in the Residential Tenancies Act for terminating a periodic tenancy with the same required notice period (see below) to end the tenancy on the fixed term expiry; or
- the tenant gives written notice (no reason is required) at least 28 days before the end of the tenancy, of their intention to not continue with the tenancy; or
- before the expiry, both landlord and tenant agree to extend, renew, or end the fixed-term tenancy.

Periodic tenancies

Tenants terminating a periodic tenancy must give at least 28 days' written notice. Tenants may end the tenancy for any reason, and do not need to give a reason to the landlord.

Landlords are no longer able to terminate a periodic tenancy without cause (without a reason) by providing 90 days' written notice.

The landlord may give 63 days' notice in writing – and must state the reason for termination if:

- the premises are required as the principal place of residence for the owner or any member of that owner's family, and is to be lived in within 90 days after the termination date, for at least 90 days; or
- the landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement).

The landlord may give 90 days' notice in writing – and must state the reason for termination if:

- the owner intends to put the premises on the market within 90 days after the termination date
- the property has been sold with a requirement by the owner for vacant possession
- the landlord is not the owner of the property, and the landlord's interest is due to end
- the premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement)
- the landlord wants to change the use of the premises to a commercial use for at least 90 days
- the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment at the property within 90 days of the termination date (or material steps taken) and it would not be reasonably practicable for the tenant to live there during that process
- the premises are to be demolished within 90 days of the termination date (or material steps taken).

*This is not an exhaustive list of ways a tenancy may be terminated.

The tenant can terminate the tenancy with two days' notice if the property was an unlawful residential premises at the start of the tenancy and it is still an unlawful residential premises. This applies to both fixed term and periodic tenancies.

16. Termination by Tribunal

The landlord may apply to the Tenancy Tribunal for a termination order where:

- the rent is 21 days in arrears
- the tenant has caused or threatened to cause substantial damage to the premises
- the tenant has assaulted, or threatened to assault, the landlord, a member of the landlord's family, or a neighbour
- the tenant has failed to comply with a 14 days' notice to remedy a breach
- the premises are unlawful residential premises.

The landlord may apply to the Tenancy Tribunal for a termination order of a periodic tenancy if:

- the landlord has given the tenant a written notices on three separate occasions for anti-social behaviour within any 90-day period; or
- the landlord has given the tenant a written notice on three separate occasions when the tenant has missed their rent payment and this has remained unpaid for at least five working days within a 90-day period.

The landlord must apply to the Tenancy Tribunal within 28 days of issuing the third notice. More information is available at www.tenancy.govt.nz

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act, or if the property is an unlawful residential premises.

17. Mitigation of loss

If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

18. Unit Title Property

The landlord must notify the tenant of any variations to body corporate rules affecting the premises.

LANDLORD DETAILS

Name(s)

This section must be filled in. It is important to give good contact details.

Physical address for service

Email This email address will be used as an address for services (strike out if not agreed)

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

If the landlord wishes to include the details of an agent in the agreement, please include the agent's contact details on a separate sheet.

TENANT DETAILS

Name(s)

Identification ☐ Driver's licence ☐ Passport ☐ Other Write ID Number:

This section must be filled in. It is important to give good contact details.

Physical address for service

Email (This email will be used as an address for service (strike out if not agreed))

Phone (Mobile) (Hm) (Wk)

Other contact address(es)

Additional address for service (This may be a PO Box)

Is any tenant under the age of 18? (Tick one)

☐ Yes ☐ No

TENANCY DETAILS

Address of tenancy

Body Corporate rules must be attached if premises are Unit Title premises (Strike out if not applicable)

Rent per week $ To be paid ☐ in advance Frequency (tick one) ☐ weekly ☐ fortnightly

Bond amount $

Rent to be paid at

Or into Bank Account No. ☐☐ ☐☐☐☐ ☐☐☐☐☐☐☐ ☐☐☐

Account name

Bank Branch

The landlord and tenant agree that:

1. The tenancy shall commence on the _____ day of _____ 20 _____ .
2. **Strike out one option:**

   This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*. See page 4 of this agreement for more information.

   OR

   This tenancy is for a fixed term, ending on the _____ day of _____ 20 _____ .

   NB: Fixed-term tenancies automatically become periodic upon expiry of the fixed-term unless:
   - a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act 1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
   - a tenant gives written notice of their intention not to continue with the tenancy at least 28 days before the expiry; or
   - before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

3. Strike out the bold wording below if it is not applicable

   The tenant must not sublet the tenancy or part with possession (excluding assignment) **without the landlord's written consent**.

   Note: The tenant is allowed to assign a tenancy in accordance with the requirements of the Residential Tenancies Act 1986. Assignment may only be prohibited by a social housing landlord where the tenancy is covered by section 53B(1)(a) of the Residential Tenancies Act 1986. If a social housing landlord wishes to prohibit assignment they will need to amend this clause accordingly.

4. Insert other terms of this tenancy (eg. pets, maximum number of occupants, reimbursement of recovery costs, right of renewal if tenancy is a fixed-term)

   If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.

   _____

   _____

   _____

   _____

   _____

SIGNATURES

Do not sign this agreement unless you understand and agree with everything in it

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on pages 2, 3 and 4 of this agreement.

Signed by _____ Date signed _____

LANDLORD

Signed by _____ Date signed _____

TENANT

Signed by _____ Date signed _____

TENANT

INSURANCE STATEMENT

This insurance statement is for landlords, property managers and boarding house managers who can attach it to their own tenancy agreement.

Law changes relating to insurance and damage

- Landlords are required to disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. Landlords need to include information about insurance that is relevant to the tenant's liability for damage to premises.
- If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities.
- They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

_____

There is insurance covering this rental property that is relevant to tenant's liability for damage to premises, including damage to body corporate facilities. ☐ Yes ☐ No

The table below specifies the excess amounts of all relevant insurance policies for this property.

Name/type of policy	Insurer	Excess amount
1.		$
2.		$
3.		$
4.		$

The insurance policy for this property is available for the tenant if they request it. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.

If these insurance details change and the information above or the policy documents are no longer correct, you must provide the correct information to your tenant within a reasonable time.

Tenancy Services

Healthy Homes Standards – current level of compliance

This healthy homes compliance statement is for landlords who can attach it to their own tenancy agreement.

From 1 December 2020, this statement must be included in most new or renewed tenancy agreements. It isn't required if the tenancy is for a fixed term, when the fixed term tenancy ends before the relevant healthy homes compliance date. **NOTE, YOU DO HOWEVER NEED TO COMPLETE THE INSULATION STATEMENT.**

The information that landlords must include is required by the **Residential Tenancies (Healthy Homes Standards) Regulations 2019**.

Landlords must either complete this form or attach a signed statement that contains the same information.

Address of tenancy:

If properly completed this form meets the requirements for the landlord to provide a written signed statement containing certain information as required under sections 13A(1A), 13A(1C) and 13A(1CA) or 13A(1CB) of the Act. If you have the information, you must include it in this statement. If the information does not exist yet or otherwise cannot be provided by the landlord, and this statement is completed before the healthy homes compliance date for the tenancy, the landlord can state in the sections provided on this statement that compliance isn't required until the healthy homes compliance date.

Information on when you need to comply with healthy homes requirements can be found at:
tenancy.govt.nz/healthy-homes/healthy-homes-compliance-timeframes

Completing this form does not negate the requirement since 1 July 2019 to include a statement in new, renewed or varied tenancy agreements that confirms landlords will or already do comply with the healthy homes standards as required by either section 45(1)(bb) – residential tenancies, or section 66I(1)(bb) – boarding house tenancies, of the Residential Tenancies Act 1986 (the Act).[1] It is necessary to provide both, separately signed, statements.[2]
Strike out one option

I/we, _____ (name of the landlord(s))
will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

I/we, _____ (name of the landlord(s))
already comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.

The healthy homes compliance date for this tenancy is: D D M M Y Y Y Y

1 www.legislation.govt.nz/act/public/1986/0120/latest/DLM94278.html
2 See tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/required-statements-for-tenancy-agreements/ for information on required statements for tenancy agreements.

TENS 6073 01/21

General exemptions

In some situations your tenancy may be exempt from complying with all or parts of the healthy homes standards.[3]

If one of the general exemptions below applies to your tenancy, state here and include a brief description of why this exemption applies. If an exemption applies across all the standards, you do not need to complete the sections that relate to each standard.

› ☐ The tenant is the immediate former owner of the property and the tenancy started immediately after the landlord acquired the property from the tenant. *This exemption will only apply for 12 months from the tenancy start date.*

Include a brief description of the circumstances giving rise to this exemption:

› ☐ The landlord intends to demolish or substantially rebuild the rental property and has applied for or has been granted the relevant resource or building consent. *This exemption will last for up to 12 months from the healthy homes compliance date. This exemption will cease if the application for consent is refused (unless challenged) or the consent(s) lapses or is terminated. This exemption will cease to apply if you receive a request to provide evidence that you have applied for the relevant consent(s) and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

Include a brief description of the circumstances giving rise to this exemption:

Heating standard

For more information on all aspects of the heating standard, including a comprehensive guidance document, visit tenancy.govt.nz/healthy-homes/heating-standard.

Heating standard exemptions

Select one box from three options provided in question 1 about heating standard exemptions, then complete questions 2 to 4 about compliance with the heating standard.

1. ☐ **No heating exemption applies** (continue to question 2)

Heating exemption: is the property exempt from meeting the heating standard?

☐ Yes, the main living room is exempt from the requirement to have qualifying heaters and I am relying on the following exemption[4]:

Give a brief description of the circumstances giving rise to this exemption.

3 For more information on the general exemptions, visit tenancy.govt.nz/healthy-homes/exemptions-to-the-healthy-homes-standards/

4 There are two specific exemptions to the heating standard. More information on these is in the heating standard guidance document at www.tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-heating.pdf

☐ **Partial exemption:** the rental property is part of a building and the landlord doesn't own the whole building. Provide specific information below on how this exemption applies to your property. If this exemption applies you still need to complete the rest of this statement. Landlords will still need to take all reasonable steps to ensure the property complies with the healthy homes standards to the greatest extent reasonably practicable.

EXAMPLES

Partial exemption from the heating standard as the building Body Corporate rules do not allow the installation of a heat pump on external walls as these are part of the common property. There is no mains gas to install a flued gas heater and woodburners can't be installed.

2. Required heating capacity for the main living room of the rental property: _____ kW

You must calculate the required heating capacity for your rental property using one of the following three methods:

1. the Heating Assessment Tool at ***tenancy.govt.nz/heating-tool***

2. the formula contained in ***Schedule 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019***[5]

3. by hiring an experienced heating installer to calculate the requirements using one of the above two methods.

3. The type(s) of qualifying heater(s) installed in the main living room (e.g. heat pump, flued gas heater, modern wood burner) and heating capacity/capacities. If there is more than one, make sure to include each heater, and please note which heater has which kW:

Type of and heating capacity of each installed, qualifying heater:

_____ kW | _____ kW | _____ kW

4. Does the 'tolerance' or 'top up'[6] allowance for existing heaters apply?

☐ No

☐ Yes If yes, include a brief description on why it applies:

EXAMPLES

- *Required heating capacity is 4.5kW and existing heat pump (installed prior to 1 July 2019) has capacity of 3.3kW. A 1.5kW fixed electric heater with a thermostat to top up to the required amount has been installed.*
- *Existing (installed before 1 July 2019) woodburner capacity is 13.3kW. This is 92% of the required heating capacity of 14.5kW.*

5 www.legislation.govt.nz/regulation/public/2019

6 For an explanation of these allowances, visit: www.tenancy.govt.nz/healthy-homes/heating-standard/

☐ Select if applicable

Some details regarding compliance with the heating standard for this tenancy have not been provided. This is because the required information for the heating standard under regulation 34 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the heating standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note*: You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.*

Insulation standard

For more information on all aspects of the insulation standard, including a comprehensive guidance document, visit **tenancy.govt.nz/healthy-homes/insulation-standard**.

This section combines the requirements of the insulation statement **(section 13A(1A) of the Residential Tenancies Act 1986)** and healthy homes insulation information requirements (regulation 35 of the **Residential Tenancies (Healthy Homes Standards) Regulations 2019)** into one statement. If you complete this section you do not need to complete a separate insulation statement, which has been required in new tenancy agreements since 1 July 2016. The insulation statement requires landlords to take all reasonable steps to find information relating to the location, type and condition of their current insulation. If any information below is already provided as part of a separate insulation statement in the tenancy agreement, it does not need to be included again in this section. However, it may be preferred to include all information on this form for ease and clarity of record-keeping.

Ceiling and underfloor insulation has been compulsory in all rental properties since 1 July 2019, unless an exemption applies. Ceiling insulation and underfloor insulation for suspended floors is required in all areas of the premises, unless these are areas:

- that are not a domestic living space
- of the ceiling that have a domestic living space directly above
- of suspended floors that have a domestic living space directly below.

Ceiling insulation

1. Does the **ceiling** insulation above all domestic living spaces meet the requirements of the insulation standard? Complete one of sections (a), (b) or (c) for this question.

- ☐ **(A) YES – ENTIRE PREMISES**
  - R-value of ceiling insulation when it was installed _____

    The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

  OR

  ☐ I don't know the R-value
  - If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected _____

    If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

  The following four fields must be completed:
  - Date insulation was installed (if known, or write 'Unknown')

    _____
  - Date insulation was last inspected (if known, or write 'Unknown')

    _____
  - Type of insulation (eg segments, loose-fill, blanket)

    _____
  - ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

› ☐ **(B) YES – SOME AREAS OF THE PREMISES**

- Specify which areas of the premises have ceiling insulation

- R-value of insulated areas when installed

The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

OR

☐ I don't know the R-value

– If ceiling insulation exists, but you haven't been able to find out the R-value when installed, specify thickness of the insulation when last inspected

If you're unsure of insulation thickness, you may need to go into the ceiling cavity and physically measure the insulation thickness.

The following five fields must be completed:

- Date insulation was installed (if known, or write 'Unknown')

- Date insulation was last inspected (if known, or write 'Unknown')

- Type of insulation (eg segments, loose-fill, blanket)

- ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- Specify all areas of domestic living spaces in the premises that don't have ceiling insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

EXAMPLE

Bedroom 4 was an extension to the original property and has a skillion ceiling with no roof space to install insulation.

☐ (C) NO – NONE OF THE PREMISES

- Does the premises meet the R-value exemption for ceiling insulation installed before 1 July 2016?

If this exemption applies it means the insulation does not need to meet the R-value required under the healthy homes insulation standard. This exemption applies if:

a) there is ceiling insulation that covers the ceiling at the premises; and

b) the insulation was installed before 1 July 2016; and

c) immediately before the healthy homes compliance date, the landlord met the insulation requirements already in force ; and

d) the minimum thickness of the insulation material is at least 120 mm.

☐ Yes

If yes, please provide a brief description of the circumstances giving rise to this exemption:

☐ No

If no, specify the reason why the ceiling isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies.

EXAMPLE

Installation is not reasonably practicable because the property has a skillion roof throughout and there is not enough space for a professional installer to access the areas to install insulation.

If ceiling insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any). ***Note:*** *cutting an access hatch doesn't count as substantial building work.*

EXAMPLE

Insulation information is not provided in the council building file. The ceiling space is also inaccessible and substantial building work would be required to gain access. Specifically, in order to access the ceiling space, the roof would need to be lifted. The landlord confirms that all reasonable steps have been taken to find this information.

Underfloor insulation

2. Does the property meet the partial exemption for certain thermal underfloor insulation? *This partial exemption means that installed insulation doesn't need to be a minimum R-value of 1.3 or have been installed in accordance with NZS 4246:2016 to be qualifying underfloor insulation. The insulation must still be in reasonable condition. This exemption will cease to apply if you receive a request to provide reasonable evidence of the compliance document and this evidence is not provided within 10 working days (or a time period provided in a Tenancy Tribunal order).*

   This partial exemption applies if:

   a) there is underfloor insulation; and

   b) when the insulation was installed, there were requirements relating to thermal insulation that applied to the premises (under an enactment or bylaw); and

   c) the landlord has a compliance document showing that when the insulation was installed, the premises met these requirements.

   ☐ No (continue to question 3)

   ☐ Yes (provide details below then continue to question 3)

   If yes, please provide a brief description of the circumstances giving rise to this exemption:

   _____

   _____

   _____

EXAMPLE

Foil insulation is installed in the subfloor and I have the appropriate compliance documents.

NOTE

The Building Act 2004 prohibits the installation and/or repair of foil insulation in residential buildings with existing electrical installations. Anyone doing so may be liable to a fine of up to $200,000. Existing foil insulation that is in reasonable condition will only meet the healthy homes standards if it meets the criteria for an R-value partial exemption[7]. In many cases, existing foil insulation will not meet the healthy homes insulation standard.

3. Does the **underfloor** insulation meet the requirements of the insulation standard?[8]

   Complete one of sections (a), (b) or (c) for this question.

   › ☐ **(A) YES – ENTIRE PREMISES**

   - R-value of underfloor insulation when installed _____

     The R-value may be stapled to a beam in the area, or may be included in the council building file. Landlords need to check all possible sources.

   - Type of insulation (eg segments, polystyrene, foil, blanket) _____

   - ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

   - Date insulation was installed (if known, or write 'Unknown')

     _____

   - Date insulation was last inspected (if known, or write 'Unknown')

     _____

7 See the insulation guidance document at tenancy.govt.nz/healthy-homes/insulation-standard

8 This question does not need to be completed where the partial exemption for certain underfloor insulation applies (question 2 of this section)

› ☐ **(B) YES – SOME AREAS OF THE PREMISES**

- Specify which areas of the premises have underfloor insulation

- R-value of underfloor insulation in those areas when installed

- Type(s) of insulation (eg segments, loose-fill, blanket, foil)

- ☐ I confirm the insulation is in reasonable condition (without any mould, dampness, damage or gaps)

- Date insulation was installed (if known, or write 'Unknown')

- Date insulation was last inspected (if known, or write 'Unknown')

- Specify all areas of domestic living spaces with suspended floors in the premises that **don't** have underfloor insulation and that are exempt from this requirement because it is not reasonably practicable for a professional to install insulation in these areas.

EXAMPLE

It is not reasonably practicable for a professional to install underfloor insulation in some areas due to the slope of the land, as there is not enough space under the kitchen (including part of the hallway outside the kitchen) and bedroom 3 for a professional to access the area to install insulation.

› ☐ **(C) NO – NONE OF THE PREMISES**

- Specify the reason(s) why the underfloor area isn't insulated or why the existing insulation doesn't meet the requirements of the insulation standard, and any specific exemption that applies[9].

EXAMPLE

The property is built on a concrete slab, therefore there is no suspended floor area in which to install insulation.

- If underfloor insulation isn't required because your premises are exempt, but you are unsure if there is any existing insulation, specify why an exemption applies and include confirmation that you have taken all reasonable steps to find information about the existing insulation (if any).

EXAMPLE

Insulation information is not available in the council building file. The underfloor space is also too narrow for a professional assessor to gain access and provide an assessment. The landlord confirms that all reasonable steps have been taken to find this information. Note: cutting an access hatch doesn't count as substantial building work.

9 See tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-exceptions for examples of access exceptions that may apply.

Wall insulation

4. Do the **walls** of the premises have insulation? Complete one of sections (a), (b), (c) or (d) for this question.

   Note: wall insulation is not compulsory in rental properties. You only need to include this information if it's known.

› ☐ **(A) YES – ENTIRE PREMISES**

▶ Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

› ☐ **(B) YES – SOME AREAS OF THE PREMISES**

▶ Specify which areas of the premises have wall insulation

Please provide any other details about the type or condition of the insulation (if known, or write 'Unknown' and explain why, and include confirmation that you have taken all reasonable steps to find the information).

› ☐ **(C) NONE OF THE PREMISES**

› ☐ **(D) I DON'T KNOW**

▶ If you don't know if there is wall insulation in any, or in some walls, explain why not and include confirmation that you have taken all reasonable steps to find the information.

☐ Select if applicable

For all parts where details have not been provided (except information required about the location, type and condition of insulation in connection with any ceiling, underfloor or walls, or reasons for any general or specific exemptions provided in a separate insulation statement), the required information for the insulation standard under regulation 35 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the insulation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note: *You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.*

☐ Select if applicable

If information about the location, type and condition of any insulation has not been provided in a separately signed insulation statement, this information must be provided as part of the healthy homes standards compliance statement, unless despite making all reasonable efforts the landlord has been unable to obtain some of this information. The landlord must specify what information he or she has been unable to obtain in relation to the location, type and condition of any ceiling, underfloor or wall insulation, why they have not been able to obtain this information, and confirm that all reasonable efforts have been made to obtain the information.

Please note: *Qualifying ceiling and underfloor insulation is now compulsory, unless an exemption applies, and must be in a reasonable condition. Landlords in most cases should be able to provide this information.*

Ventilation standard

For more information on all aspects of the ventilation standard, including a comprehensive guidance document, visit **tenancy.govt.nz/healthy-homes/ventilation-standard**.

1. Do all habitable rooms in the property have one or more windows, doors or skylights that open to the outside and meet the requirements below? Complete one of sections (a) or (b) for this question.

NOTE

Openable windows, doors or skylights need to be able to be fixed in the open position. The combined area of openable windows, doors or skylights must be at least 5% of the floor area[10] of each room. Habitable spaces are all living rooms, dining rooms, bedrooms and kitchens (ie spaces where people spend most of their time at home).

› ☐ **(A) YES – ALL HABITABLE SPACES**

› ☐ **(B) YES – SOME HABITABLE SPACES**

- State which rooms meet the requirement

_____

_____

State which rooms don't meet the requirement

_____

_____

- For each room that doesn't meet the requirement, briefly state how the specific exemption[11] applies.

_____

_____

_____

_____

_____

_____

EXAMPLE

The apartment does not have openable windows. However, the rooms in the apartment can be ventilated by mechanical ventilation, which was lawful at the time the apartment was built. The mechanical ventilation continues to meet the requirements of the building consent.

10 For information on how to calculate this, see the ventilation guidance document at **tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf**

11 A room does not need to meet the requirements for openable windows (including skylights) and external doors if it was lawful at the time it was built or converted into a habitable space. If having fewer openable windows or doors was only lawful because the room met alternative ventilation requirements, then those requirements must still be met to qualify for this exemption. For more information, see section 1.3.4 in the building code compliance document for ventilation at **building.govt.nz/assets/Uploads/building-code-compliance/g-services-and-facilities/g4-ventilation/asvm/g4-ventilation-4th-edition.pdf**

2. Does each room in the rental property with an indoor cooktop, bath or shower have an extractor fan installed that vents to the outside and is in good working order? Complete one of sections (a), (b) or (c) for this question.

› ☐ **(A) YES – ALL ROOMS**

▶ State the diameter or exhaust capacity of each extractor fan and which room(s) they are located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard[12]. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

› ☐ **(B) YES – SOME ROOMS**

▶ State the diameter or exhaust capacity of each extractor fan and which room it is located in. *Extractor fans that vent to the outside and were installed before 1 July 2019 don't need to meet performance requirements of the ventilation standard. In this case, state below that you are relying on the modified standard for extractor fans installed before this date.*

▶ State which rooms don't have extractor fans installed and provide brief information about why each room is exempt[13]:

EXAMPLE

The rental property is on the third floor of a five floor building. A licensed electrician has advised that installing an extractor fan in the kitchen is not reasonably practicable. The room was lawful when built as it met the Building Code ventilation requirements for kitchens at the time by providing windows with a combined net-openable area of no less than 5% of the kitchen floor area. These openable windows are still present and functional.

› ☐ **(C) NOT INSTALLED IN ANY ROOMS**

▶ Provide brief information about why each room is exempt:

EXAMPLE

The rental property is on the third floor of a five floor building. There is one kitchen and one bathroom. A licensed electrician has advised that installing extractor fans in both the kitchen and bathroom is not reasonably practicable. The rooms were lawful when built as they met the Building Code ventilation requirements for kitchens and bathrooms at the time by providing windows with a combined net-openable area of no less than 5% of the floor area of each respective room. These openable windows are still present and functional.

☐ Select if applicable

For all parts where details have not been provided, the required information for the ventilation standard under regulation 36 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the ventilation standard is not required until the healthy homes compliance date for the tenancy, which is noted on the front page of this statement.

Please note: *You must provide this information if you have it. Alternatively, you must provide this information if it exists and you can obtain it.*

12 Information on performance requirements for extractor fans is available at **tenancy.govt.nz/healthy-homes/ventilation-standard/**

13 There are a number of criteria which must all be met to meet this exemption. Details are available in the guidance document: **tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-ventilation.pdf**

Moisture ingress and drainage standard

For more information on all aspects of the moisture ingress and drainage standard, including a comprehensive guidance document, visit **tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/**

1. Does the property have gutters and downpipes that efficiently drain storm water, surface water, and ground water to an appropriate outfall? *An appropriate outfall will generally be the storm water system provided by your local council. It could also be a properly working soakage system, natural watercourse, adequate water storage system or other constructed water way.*

   ☐ Yes

NOTE

It has been a requirement for all homes to have efficient drainage for the removal of storm water, surface water and ground water since 1947 as part of the Housing Improvement Regulations 1947.

2. Does the property have any enclosed subfloor spaces?
   The subfloor is considered to be enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter.[14]

   ☐ Yes (continue to question 3)
   ☐ No (continue overleaf to next section on draught stopping standard)

3. If the property has an enclosed subfloor, has a ground moisture barrier been installed that meets the requirements of the standard?

   ☐ Yes
   ☐ No

   Briefly specify the reason why there is no moisture barrier.

   _____

   _____

   _____

   _____

EXAMPLE

There is limited space under the house or part of the house and I have received confirmation from a professional installer that it is not reasonably practicable to install a ground moisture barrier.

☐ Select if applicable

For all parts where details have not been provided, the required information for the moisture ingress and drainage standard under regulation 38 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the moisture ingress and drainage standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

Please note: *if you have this information or it exists and you can obtain it, you must provide it.*

14 See the guidance document **tenancy.govt.nz/assets/Uploads/files/healthy-homes-standards-moisture-ingress-drainage.pdf** for further information on determining whether a subfloor area is enclosed.

Draught stopping standard

For more information on all aspects of the draught stopping standard, including a comprehensive guidance document, visit **tenancy.govt.nz/healthy-homes/draught/**

1. Does your property have any open fireplaces?

   ☐ No

   ☐ Yes

   If yes, have they been blocked off or do you hold written agreement from the tenant not to block them off? Specify whether they have been blocked off, or are available for use at the tenant's request:

   _____

   _____

   For an open fire to meet the requirements of the draught stopping standard the fireplace and the chimney must be in good working order and free from any gaps or holes that allow draughts to enter in and out of the property, unless these are necessary for the safe and efficient operation of the fireplace. Use of the fireplace must be agreed by both landlord and tenant in writing.

2. Is the property free from unintentional and unreasonable gaps or holes that allow noticeable draughts in or out of the building? Areas include, but are not limited to, doors, windows, walls, floors and ceilings.

   ☐ Yes

   ☐ No (explain why some gaps or holes that allow noticeable draughts are not blocked).

   _____

   _____

   To meet the requirements of the draught stopping standard the property must be free from unintentional and unreasonable gaps or holes that allow noticeable draughts in and out of the property. A common sense approach should be taken to assessing whether a draught is noticeable. The age and condition of the property must not be taken into account when assessing if a gap or hole is unreasonable.

   Refer to the draught stopping guidance document[15] when determining if a draught is unreasonable.

☐ Select if applicable

For all parts where details have not been provided, the required information for the draught stopping standard under regulation 37 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 doesn't exist yet or otherwise cannot be provided by the landlord. Compliance with the draught stopping standard is not required until the healthy homes compliance date for the tenancy, which is provided on the front page of this statement.

Please note: *if you have this information or it exists and you can obtain it, you must provide it.*

Landlord Statement

I/we, _____ (name of landlord(s))

declare that the information contained in this statement is true and correct as at the date of signing.

Signed by _____ LANDLORD(S)

Date signed D D M M Y Y Y Y

15 tenancy.govt.nz/healthy-homes/draught

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 and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

		CONDITION ACCEPTABLE?		
	ROOM AND ITEM	LANDLORD	TENANTS	DAMAGE/DEFECTS
LOUNGE	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
KITCHEN/DINING	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
	Cupboards			
	Sinks/Benches			
	Oven			
	Refrigerator			
BATHROOM	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
	Mirror/Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
LAUNDRY	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
	Washing machine			
	Wash tub			
BEDROOM 1	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 2	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
BEDROOM 3	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			

BEDROOM 4	Wall/Doors			
	Lights/Power points			
	Floors/Fl. Coverings			
	Windows			
	Blinds/Curtains			
GENERAL	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			

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.

For important details go to www.tenancy.govt.nz/smoke-alarms

List of furniture and chattels

Provided by the landlord

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 _____ Date signed _____

LANDLORD

Signed by _____ Date signed _____

TENANT

Rent and Bond Receipt

Initial rent payment	$
Bond	$
Total	$
To (name)	
Date paid	

Signed as received

TENS 6037 01/21

Keeping accurate rent records

Landlords must ensure they keep accurate rent records. The spreadsheet below is an example

of the information landlords should record. Landlords are required to keep rent and bond records for seven tax years after the tax year to which they relate.

If landlords apply to the Tenancy Tribunal to collect rent arrears, they need to include a rent summary from the start of the tenancy with their application and bring all supporting rent records, bank statements and rent books from the start of the tenancy to the Tribunal hearing.

An online rent summary Excel spreadsheet is available at **tenancy.govt.nz**

Example – rent summary from start of tenancy

A	B		C	D	E	F
Rent due (Date)	**Rent period**		**Amount due**	**Amount paid**	**Date paid**	***Arrears total**
	(from)	**(to)**				
20/01/15	20/01/15	26/01/15	350.00	350.00	20/01/15	–
27/01/15	27/01/15	02/02/15	350.00	300.00	02/02/15	50.00
03/02/15	03/02/15	09/02/15	350.00	300.00	09/02/15	100.00
10/02/15	10/02/15	16/02/15	350.00	350.00	16/02/15	100.00
17/02/15	17/02/15	23/02/15	350.00	400.00	23/02/15	50.00
24/02/15	24/02/15	02/03/15	350.00	–	–	400.00
03/03/15	03/03/15	09/03/15	350.00	–	–	750.00
	Totals		**$2,450.00**	**$1,700.00**		**$750.00**
	Totals		"C" minus "D"		=Balance("F")	

Information sheet

Rent summary from start of tenancy

Tenant name:

Address:

A	B		C	D	E	F
Rent due (Date)	Rent period		Amount due	Amount paid	Date paid	*Arrears total
	(from)	(to)				

* **Note:** The arrears total F = C minus D. It is important that column "F" be a cumulative balance, so the amount of arrears can be identified at any date.

Rent arrears – information for landlords

When it comes to problems with rent payments, early intervention is the key to sorting it out. As a landlord, you need to keep good rent records, and monitor them, so you will know if rent starts to fall behind.

When is rent in arrears?

If your tenant's rent runs out today, it will be in arrears (overdue) tomorrow. But it will only be one day in arrears, even if your agreement is for rent to be paid two weeks in advance. Rent will be 21 days in arrears in 21 days' time. Unpaid rent in advance is not counted as rent arrears.

My tenant's rent is in arrears – what should I do?

As soon as your tenant's rent is in arrears, contact them and discuss the situation. The sooner you talk to the tenant, the sooner the problem can be sorted out.

Most tenants don't want to lose their home (or their room in the case of a boarding house tenancy) and are willing to sort something out to get the rent back on track.

If your tenant cannot pay all the rent due, encourage them to pay what they can rather than miss the whole rent payment. It may be helpful to come to an agreement with your tenant about how they will pay the arrears and put the agreement in writing. Make sure you and the tenant both sign the agreement and keep a copy.

It can be much harder to sort out missed rent with a tenant after the tenancy has ended, so keeping the tenancy going is the best way to collect unpaid rent if an agreement can be reached that the tenant will be able to meet.

Notice to remedy

If you are unable to resolve the issue with your tenant, you may need to issue a formal *Notice to remedy*, a breach of the tenancy agreement or the Residential Tenancies Act (RTA).

We have template examples you can use in this pack. You can amend these to fit each particular situation. For example, you can change the template letter to allow more time if you think the minimum 14 days isn't enough time for your tenant to fix the problem.

If you are considering asking the Tenancy Tribunal to end the tenancy if the breach is not fixed, then you need to ensure you have given your tenant 14 days in the *Notice to remedy*. You also need to ensure you allow for any required service times before the 14 days commence. Please see the template *Notice to remedy* for more information about service requirements.

Make sure you keep a copy of the letter.

Can I apply to the Tenancy Tribunal for help?

Yes, if your tenant's rent is **less than 21 days in arrears**, you can apply to the Tenancy Tribunal after sending your tenant a *Notice to remedy*, alerting them to the rent arrears and giving them – at least 14 days – to fix the problem. You can apply to the Tenancy Tribunal before the *Notice to remedy* expires.

If your tenant's rent is **at least 21 days in arrears**, you can apply to the Tenancy Tribunal and ask for the arrears to be paid. You do not need to send a *Notice to remedy* to your tenant.

You can ask that the tenancy be terminated or that it continues while rent arrears are repaid and for the Tenancy Tribunal to include in the order that:

- the tenancy be terminated if the arrears are not paid
- the bond be refunded to you if the arrears are not paid.

A landlord of a boarding house can end a tenancy without having to apply to the Tenancy Tribunal.

If the landlord has given at least 10 days' notice to the tenant requiring rent to be paid, and if the rent remains unpaid within that period, the landlord can give 48 hours' written notice to terminate the tenancy.

How do I apply?

The easiest way to file an application is to do it through **tenancy.govt.nz/disputes/tribunal/making-an-application/**. The cost for an application is $20.44 and can be paid with a Visa or MasterCard.

You can also complete a paper application form and mail it to:

› PO Box 76 469, Manukau 2241.

You must pay the $20.44 application fee before submitting your application. You can pay at any Westpac branch or by eftpos at selected Ministry of Business, Innovation and Employment offices in Auckland, Manukau, Hamilton, Wellington or Christchurch.

If you have given your tenant a *Notice to remedy*, make sure you include a copy of the notice with details on the application form, including:

› when the *Notice to remedy* ends

› the date it was given to the tenant

› how it was given (for example, by post or by hand).

Also provide a copy of your tenancy agreement with the application.

Unpaid rent during a periodic tenancy

From 11 February 2021 landlords have an additional option for responding to rent arrears during a periodic tenancy. Landlords may apply to the Tenancy Tribunal to terminate a periodic tenancy if the following three situations and procedures all occur:

1. On three separate occasions within a 90-day period an amount of rent that was due has remained unpaid for at least five working days.
2. On each occasion the landlord gave the tenant written notice advising the tenant of the unpaid rent. The written notice must include:
   - the amount of overdue rent
   - dates for which the rent was/is overdue
   - the tenant's right to make an application to the Tenancy Tribunal challenging the notice
   - how many other notices of overdue rent that met these requirements the landlord had given the tenant in the relevant 90-day period.

   We recommend using the template *Notice of overdue rent* available on our website.
3. The landlord can then file an application to the Tenancy Tribunal within 28 days after the third notice was given to the tenant. The landlord will have to prove that rent was due and remained unpaid for at least five working days on three separate occasions within a 90-day period and that the three notices given met the requirements above.

This is additional to existing provisions under sections 55 and 56 of the RTA, which gives landlords the ability to seek termination in certain situations, including unpaid rent.

Mediation

Once we have received your application to the Tenancy Tribunal, we will try to resolve the dispute by mediation. Mediation can occur either face to face or over the phone, depending on the number of people involved. Typically if there are more than two tenants, face to face mediation will be scheduled, unless all tenants have given Tenancy Services consent for one tenant to represent them. Other factors that may make face to face mediation necessary include confusion on the rent summary and/or unclear rent records. Make sure you include all contact information that you have for yourself and your tenant so we can communicate with you both effectively.

On occasion the issue may need to be resolved at the Tenancy Tribunal.

What happens in mediation?

A mediator will help you and your tenant identify the issues and reach a workable solution.

Once you and your tenant have reached an agreement, the mediator will write a legally binding and enforceable order to give effect to your agreement (e.g. payment for the arrears, termination of the tenancy). You won't need to go to a Tenancy Tribunal hearing if you reach an agreement in mediation.

For more information about mediation, see **tenancy.govt.nz/disputes/mediation/**.

What if we don't reach an agreement in mediation?

If you and your tenant don't agree to a solution in mediation, your application may go to the Tenancy Tribunal for a hearing.

What if I want to withdraw my Tenancy Tribunal application?

Contact us on 0800 TENANCY (0800 836 262) as soon as possible. Once you have made an application and paid the $20.44 fee, your fee cannot be refunded, even if the problem is sorted out.

FastTrack Resolution

Alternatively, you can try self-resolution or use FastTrack Resolution. Self-resolution is when problems are sorted about between the tenant and the landlord. Information on how to progress with self-resolution is available on our website at **tenancy.govt.nz/disputes/self-resolution/**.

FastTrack resolution is a dispute resolution service offering a quick way to formalise agreements made between landlords and tenants about straightforward disputes such as rent arrears, or any debt-related disputes (like water charges).

It encourages landlords and tenants to sort out tenancy problems themselves, and enables them to get a mediator's order without having to attend a scheduled mediation. FastTrack Resolution is best suited where:

- an agreement has just been reached and needs to be formalised as a mediator's order
- an agreement is straightforward and the landlord and tenant fully understand it
- a previous verbal agreement has broken down and a new agreement has been made.

For more information visit **tenancy.govt.nz/ disputes/ fasttrack-resolution**.

Landlord contact details

Use the attached letter to give your contact details to your tenant. This will make sure that your tenant can contact you easily if there is a problem.

List as many contact details as you can. Include your home, work and mobile phone numbers, along with another contact person like your partner or relative.

You can also include details for your preferred plumber, electrician, glazier or any other tradesperson for emergency repairs you are responsible for. You should only include these if you have arranged to be invoiced for any work carried out.

This letter can be downloaded from our website: **tenancy.govt.nz**.

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[Date]

[Enter tenant's address here]

Dear [Tenant's name]

Contact details

Please contact me at the details below if any urgent repairs are needed.

Landlord contact details
Home phone:
Work phone:
Mobile phone:
Email:

Alternative contact details (partner, friend, relative)
Name:
Home phone:
Work phone:
Mobile phone:
Email:

If you are not able to contact me, or the alternative contact person, and the repairs are urgent, please contact one of the following tradespeople:

Tradespeople contact details	
Plumber name:	Phone:
Electrician name:	Phone:
Glazier name:	Phone:

Kind regards

[Landlord's name]

For tenancy advice and information, visit **tenancy.govt.nz**.

Notice to Remedy

If a tenancy problem arises, talking face-to-face or over the phone is often easier than exchanging emails, letters or text messages. It can also reduce the chances of things being taken out of context or being misunderstood. We provide information on self-resolution on our website at **tenancy.govt.nz/disputes/self-resolution/**.

If you are unable to resolve the issue with your tenant, you may need to issue a formal notice to remedy a breach of the tenancy agreement or the Residential Tenancies Act (RTA).

We have template letters in this pack that you can use.

- **Notice to Remedy – rent arrears (T135)**
  Use this letter if your tenant is behind with their rent.
- **Notice of overdue rent - rent arrears during a periodic tenancy**
  Landlords of periodic tenancies have an additional option when there is unpaid rent. Use the *Notice for overdue rent - rent arrears* when an amount of rent remains unpaid for at least five working days from the date it falls due. See **tenancy.govt.nz** for further information.

  Notice to Remedy – all other breaches (T136)
  Use this letter if your tenant breaches their tenancy agreement or the Residential Tenancies Act 1986. You can amend these to fit each particular situation. For example, you can change the template letter if you think 14 days isn't enough time for your tenant to fix the problem.
- **Notice of anti-social behaviour during a periodic tenancy**
  Landlords of periodic tenancies have an additional option for dealing with anti-social behaviour by a tenant. Use the *Notice of anti-social behaviour* if the tenant, or a person in the premises with the tenant's permission, engaged in anti-social behaviour in connection with the tenancy.

To apply to the Tenancy Tribunal to end the periodic tenancy, you need to ensure the anti-social behaviour occurred on three separate occasions within a 90-day period and the correct written notice was given to the tenant on each occasion.

If you are considering asking the Tenancy Tribunal to end the tenancy if the breach is not fixed, then you need to ensure you have given your tenant at least 14 days in the notice to remedy.

The *Notice for anti-social behaviour* can also be downloaded from our website: **tenancy.govt.nz**.

[Date]

Tenant's name:

Tenant's address:

Dear

Tenancy at:

This is **not** an eviction notice. This is a 14-day Notice to Remedy regarding rent arrears.

Your rent is behind by $..... . This is a breach of the Residential Tenancies Act 1986 and our tenancy agreement.

The last payment received was $..... on D D M M Y Y. You are required by law to pay rent when it is due.

Please pay $..... by D D M M Y Y (at least 14 days from but not including today*). (This date is the Payment Date.)

You will also need to pay your current rent due on D D M M Y Y to bring your rent payments up to date.

Please call me on ..... or email ..... to discuss arrangements for you to pay the missed rent.

If you do not make this payment on or before the Payment Date, or make an arrangement with me to pay, I can apply to the Tenancy Tribunal to end your tenancy, and for you to pay all the rent owed.

I enclose a copy of your rent record for you to check with your bank statements or receipts.

Yours sincerely

Delivery:

Date: D D M M Y Y

By (tick):

- ☐ mail (*allow 4 extra working days from but not including today)
- ☐ hand into letterbox (*allow 2 extra working days from but not including today)
- ☐ email to an email address given as an additional address for service (*if sent by email after 5pm, allow 1 extra working day from but not including today)
- ☐ fax to a facsimile number given as an additional address for service (*if sent by fax after 5pm, allow 1 extra working day from but not including today)
- ☐ hand to tenant

Note: Please ensure you keep a copy of this document for your own records.

For tenancy advice and information, visit **tenancy.govt.nz**.

[Date]

Tenant's name:

Tenant's address:

Dear

Tenancy at:

I am writing to let you know that you have not kept to your tenancy responsibilities by:

_____

_____

_____

This letter is not an eviction notice. It is a notice giving you until D D M M Y Y (at least 14 days from but not including today*) (the Remedy Date) to remedy the situation by doing the following:

I can apply to the Tenancy Tribunal to end your tenancy if this is not remedied on or before the Remedy Date.

Please contact me if you have any questions.

Phone: _____ Mobile: _____

Email: _____

Address: _____

Yours sincerely

Delivery:

Date: D D M M Y Y

By (tick):

- ☐ mail (*allow 4 extra working days from but not including today)
- ☐ hand into letterbox (*allow 2 extra working days from but not including today)
- ☐ email to an email address given as an additional address for service
  (*if sent by email after 5pm, allow 1 extra working day from but not including today)
- ☐ fax to a facsimile number given as an additional address for service
  (*if sent by fax after 5pm, allow 1 extra working day from but not including today)
- ☐ hand to tenant

Note: Please ensure you keep a copy of this document for your own records.

For tenancy advice and information, visit **tenancy.govt.nz**.

Selecting tenants

Selecting tenants is an important process, and should be approached in a methodical way.

A casual chat with a prospective tenant may give you a feel for their suitability as a tenant, and while this is important, some landlord insurance policies require landlords to demonstrate their tenant selection process when making a claim.

It is helpful if you:

- are familiar with the *Pre-tenancy application form*, including requests for referees and consent for a credit check
- understand what is in the tenancy agreement
- have a plan for when you interview possible tenants, and include your key selection criteria
- treat possible tenants equally.

Make sure you are also aware of your obligations under the Privacy Act 2020. There's more information on this on the Office of the Privacy Commissioner's website, **privacy.org.nz/publications/guidance-resources/privacy-act-guidance-for-landlords-and-tenants**.

Assessing prospective tenants: when to interview?

If they are interested in renting the property after an inspection, ask them to complete a *Pre-tenancy application form* (available on our website) while they are at the premises.

Tip: You should only interview prospective tenants who have completed a *Pre-tenancy application form*.

You can start interviewing while they are filling out the form by:

- answering any questions they have
- asking if the property suits their needs and if they are interested in living there, setting your expectations about the tenancy (eg, the date the tenancy can begin, bond required, frequency of rent payments, etc).

Planning an interview

Landlords should treat renting as a business relationship. Your goal is to gather relevant information about your 'customer' before entering into a tenancy agreement.

Some useful steps are:

1. Explain that you want to find out more about the tenant and answer any questions they may have. You might want to let them know that you ask all your prospective tenants to complete a *Pre-tenancy application form* and that you may want to conduct a reference check, or a credit check if references aren't available.
2. Ask questions from your key selection criteria list. This might include questions about:
   - the last two places they rented and why they moved
   - are they working
   - the specifics of your tenancy agreement (eg, fixed-term or periodic tenancy, maximum number of occupants, if pets are allowed, who will be responsible for mowing the lawns, etc)
   - their renting history – have they been involved in any disputes?
3. This is a good time to ask the possible tenant if they know what their standard responsibilities as a tenant are – paying rent, advising the landlord of maintenance and repairs needed, and keeping the premises reasonably clean and tidy.
4. Let the possible tenant know if you have specific terms you want to add into the tenancy agreement (eg, no pets allowed, responsibility for maintaining lawns, etc) and ask if they have any concerns about their ability to comply with those terms.
5. Make sure you have all the information you need, check that you have consent to run a credit check, and let the prospective tenant know that you will contact them soon to let them know if they have been selected.

Selection criteria – using the tools to make an informed decision

To help you select a tenant, you can:

- review the *Pre-tenancy application forms*
- evaluate the results of the reference checks
- evaluate the results of the credit checks
- ask your prospective tenants if they have been to the Tenancy Tribunal before. You might want to talk about why they went to the Tenancy Tribunal and if they were the applicant or had an application made against them.

Discrimination and the Residential Tenancies Act

Discrimination is unlawful under the Residential Tenancies Act when it is in contravention of the Human Rights Act.

What the Human Rights Act says

Discrimination is unlawful when the reason for discrimination is one prohibited by the Human Rights Act.

For example, it's illegal for a landlord to deny a tenancy to a person because they belong to a certain church, or to change an existing lease after it has been signed because the landlord discovers the tenant is unemployed.

When providing accommodation, it is unlawful to discriminate on the basis of:

- gender
- marital status
- religious or ethical belief
- race or colour
- ethnic or national origin – which includes nationality and citizenship
- disability – including physical or psychiatric illness
- age
- political opinion
- employment status – eg being unemployed or a beneficiary, or receiving ACC payments
- family status – including having/not having responsibility for children
- sexual orientation.

What the Residential Tenancies Act says

This Act makes it unlawful for anyone to discriminate when considering whether to grant a tenancy or deciding to continue, extend or vary an existing tenancy. The Act prohibits discrimination when deciding to terminate or renew a tenancy.

A person cannot tell someone else to discriminate in any of these situations either. For instance, a landlord would be acting unlawfully if they instructed an agent not to rent to a single parent.

Conducting a reference check

A reference check provides further information to help you make an informed decision when selecting tenants. Do not rely only on gut instinct or casual chats with potential tenants.

The *Pre-tenancy application form* (found in this pack and also available at **tenancy.govt.nz**) asks potential tenants to agree to you contacting their referees. Ask the tenant to advise the referees that you will contact them.

It is useful if one referee is the tenant's current or previous landlord.

Tip: Never skip a reference check because a referee is unreachable. Try another referee.

Tip: Never forego a reference check in return for a tenant offering additional rent upfront.

Tip: Never enter into a tenancy agreement until all your checks are done and requirements fulfilled.

What to ask a referee

When you ring a referee, ask if it's a convenient time to talk (if not, ask for another time to call). Always thank the referee at the end of the call.

You could ask questions to get an idea of the tenant's behaviour. For instance did:

- they advise the referee of repairs or maintenance issues?
- they return calls promptly?
- they keep the premises reasonably clean and tidy?
- their referee have to apply to the Tenancy Tribunal because of an issue with the tenant? What were the reasons if they did?

If the referee has not mentioned things you want to know, ask specific questions, such as:

- Did the tenant ever get into rent arrears?

If so, what did they do about it?

Tip: When listening to the referee, be alert to:

- unusual hesitations
- vague or indirect responses
- negative or unkind responses
- overly enthusiastic responses.

If you get the impression that a referee is not being completely honest with you, take note. You may wish to speak to another referee.

Need more information?

For further tenancy information visit our website **tenancy.govt.nz**.

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Conducting a credit check

Landlords should have a process for selecting tenants. Choosing the best tenant might include collecting a credit report if references aren't available. This can be done as long as you get the potential tenant's permission first. The credit check should only be done on your preferred tenant/s.

How to conduct a credit check

1. **Get consent**
   - Ask your potential tenant to fill out a Pre-tenancy application form (found in this pack and also available at **tenancy.govt.nz**). This form asks them to consent to a check of referees and credit.
   - Work through the form with the tenant to make sure all the details are correct, including spelling of names and personal details such as date of birth. These are critical for getting a credit check for the right person.

   When you collect personal information about a potential tenant you need to be aware of your obligations under the Privacy Act 2020. For more information see **privacy.org.nz/publications/guidance-resources/privacy-act-guidance-for-landlords-and-tenants**.

2. **Choose a credit check agency**
   - You can do an internet search to find a listing of credit checking agencies.
   - You will need to become a subscriber with a credit checking agency in order to be able to obtain a tenant's credit report. The cost to do this varies so check with each agency to see what their costs are and what services they include.

   Note: *members of a local Property Investors Association (PIA) often receive a discounted rate with a credit checking agency as part of their PIA membership package.*

   Some landlords may consider the cost of a subscription to be too high if they're only carrying out a few credit checks each year. In these cases, a landlord may instead ask the preferred tenant to obtain a copy of their own credit report and provide this to the landlord. A landlord may offer to reimburse this cost if the tenant is granted the tenancy.

3. **Request the report**
   - You can usually get credit checks via the agency's website, or from the agency's call centre service (which may be an 0800 number or an 0900 number). You may need a credit card.
   - Make sure you have a copy of the *Pre-tenancy application form* handy; credit checking agencies need to be satisfied that you've obtained the tenant's permission before they'll release a copy of the tenant's credit report to you.
   - After you log in to the agency website, enter the requested details of the prospective tenant. A few minutes later you should receive the credit report. Some agencies will fax or mail you a report.

What credit check reports contain

Reports will generally have the following information:

- The prospective tenant's full name and date of birth. Some reports also note occupation and employer.
- Information from the last five years or more on the person's involvement in: payment defaults, collection actions, court judgments, bankruptcies or other public notices
- Other recent addresses
- Cross-references to other credit enquiries made against the prospective tenant
- A credit rating for the person.

Using information in the report

Credit reports give you further information to support your personal judgment of a prospective tenant.

If you enter into a tenancy agreement after receiving a credit report, keep a copy of the credit report because the tenant can ask to see it under privacy legislation.

Most people will have some data recorded against their name in a credit report. If a report has little or no data this could mean the person is either very new to the country or perhaps has other identities that have not yet been tracked.

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Conducting a property inspection

You can build rapport with your tenant by being courteous during property inspections. This involves providing adequate notice, selecting a suitable time and day, and encouraging two-way feedback.

Landlords also need to be aware there is a legal right for tenants to have their reasonable peace, comfort and privacy respected by their landlord. This is often referred to as quiet enjoyment.

1. **A landlord must give a tenant at least 48 hours' notice before conducting an inspection.**

   Tip: When you are signing the tenancy agreement with your tenant, let them know that you will carry out regular inspections of the premises during the tenancy. Explain the lawful process for inspections and build rapport with the tenant from the beginning.

   Tip: Contact your tenant before you give them written notice and check if the proposed time is convenient. If you are willing to amend the inspection date or time to suit the tenant, it will help you build a good relationship with them.

2. **A landlord can inspect only once in any four week period unless a re-inspection is required. The same notice period applies.**

3. **Inspections must take place between 8am and 7pm.**

   Tip: The tenant does not have to be present during the inspection, but ask if they want to be present.

   Tip: If the tenant is not going to be present at the inspection, ask them to leave a note of any specific things they want you to look at. This can help alert you to imminent maintenance issues.

   Tip: Always take the opportunity to thank the tenant if it is clear they are taking good care of the property.

What to do if something shows up in the inspection

Tenants must notify their landlord as soon as possible of any known repairs that are needed – but sometimes this does not happen and the landlord discovers a repair or maintenance issue during an inspection.

Tenants have an obligation not to carelessly or intentionally damage the premises, and may be responsible for any damage that they or their guests cause. Disputes relating to this will need to be determined by the Tenancy Tribunal if there is a dispute.

Further information about tenant liability where the landlord has insurance cover for careless damage can be found on our website **tenancy.govt.nz**.

Tip: Always take a digital camera and the property inspection report you completed at the start of the tenancy (as part of the tenancy agreement). It is recommended the photos show the date and time.

Note, when taking photos avoid photos of tenants' possessions where possible. Photos should focus on the condition/issues with the property.

You can refer to the report when asking the tenant about any damage that has occurred since the start of the tenancy. You can take photos in case the matter is disputed at a later date.

Explain the tenant's responsibilities under the agreement for careless or intentional damage they are liable for.

If you have a good relationship with the tenant, you may agree for the tenant to do the required work if they are liable, and for you to return on a specified date to check that the work has been done to your satisfaction.

If you think the repair or maintenance issue is contentious, or if the tenant is reluctant to do the work, you should follow a more formal process.

Give the tenant a *Notice to remedy* advising them what needs to be fixed.

Tip: In the *Notice to remedy*, specify the work must be done on or before a certain date. Ensure a reasonable length of time is provided for the tenant to fix the problem if they are liable. You should also tell them the date that you will be back to enter the premises and re-inspect that the work has been done.

If the tenant does not do the work, or does not do the work satisfactorily, then you can file an application to the Tenancy Tribunal for the repair work to be done, or for the tenancy to be terminated for breach of the tenancy agreement.

Please visit the following link for a property inspection template: **tenancy.govt.nz/maintenance-and-inspections/inspections/**

Testing for contaminants

Landlords can test for methamphetamine (meth) contamination during a tenancy. They must provide 48 hours' notice (or 24 hours for boarding house rooms) before entering the property (or boarding house room).

Landlords must tell tenants they are testing for meth, and provide the test results in writing to the tenants within seven days of receiving them.

Once regulations have been developed, where contamination is established above the prescribed uninhabitable level, the landlord may give at least seven days' notice (if their breach did not cause the contamination) and the tenant must give at least two days' notice (if their breach did not cause the contamination) to end the tenancy.

Before regulations are made, where contamination is established, either party may apply to the Tenancy Tribunal to terminate the tenancy, or receive exemplary damages or compensation.

Selecting a property manager

The nature of the relationship

Contracting someone to manage your residential property is like using an accountant or lawyer to manage your business affairs. Many landlords expect their property manager to receive rent on their behalf, find suitable tenants, handle maintenance, and deal with disputes and termination issues. In essence, the property manager becomes the landlord's agent, looking after their investment.

Selecting a property manager

When selecting a property manager, consider asking the following questions:

- What are your qualifications?
- Are you a specialised property manager or a real estate agent who also does property management?
- How long have you been a property manager in the area?
- Do you personally invest in the area?
- How many staff do you have?
- Are you affiliated with any particular professional body with a code of ethics?
- What are the roles of your staff? Do you have staff specifically responsible for finding good tenants?
- What resources do you have for managing property over holiday periods?
- How many properties does your business manage, and what percentage is currently vacant?
- What is the average length of time it takes to fill a vacancy in the area?
- What computer system and software do you use?
- May I see an example of a monthly reporting package?
- Have you appeared in Tenancy Tribunal cases? If so, what happened?
- What kind of insurance coverage do you have? Is there any fidelity fund coverage?

Also consider:

- How close is the property manager's business to your property?
- How organised and tidy are their offices?
- Do they present themselves professionally?
- What does their website look like? Is the content consistent with what they say when you meet them?

Contractual arrangements

Take time to carefully check and agree on the property manager's responsibilities. You need to agree on all terms and conditions and clarify any queries at the outset to avoid problems later. You should always record your understanding in writing.

When developing the property management agreement, consider the following:

- What fee structure will they charge? Does it fall within the average of 7.5 – 8.5 percent fee on rental received? What other costs does the manager expect you to pay in advance?
- How often will they report to you? What is included in the report? What is the format of reporting? Do they offer online services?
- How will the property be marketed to attract tenants? Who pays for marketing costs?
- What does their tenant selection process include?
- What facilities do they have for dealing with tenant issues, and any questions or emergencies outside office hours?
- Will they provide market rent information? Will they alert you to the need for a rent review as part of their monthly reporting services? Will they have sole discretion to impose a rent review or will they need your approval?
- How often will they inspect the property?
- What process do they follow when a rent payment is late?

- Which kinds of maintenance tasks are handled by the manager in-house? Which tasks require outside contractors? Can they show you a list of preferred or accredited service providers for maintenance work?
- What is their process for getting quotes for maintenance and repair work?
- How do they provide contractors access to the property during the tenancy?
- Upon termination of the tenancy, how do they manage bond refunds and property inspections?

Save time with online tools

The Ministry of Business, Innovation and Employment's Tenancy Services website makes it faster and easier for you to find information and resources – and you can make a Tenancy Tribunal application online.

At **tenancy.govt.nz** you can:

- make a Tenancy Tribunal application online
- 24 hours a day and pay the $20.44 fee with your Visa or MasterCard, or with Internet Banking
- download our standard *Residential Tenancy Agreement form*
- download versions of *Bond lodgement*, *Bond refund* and *Bond transfer forms*
- lodge your bond online
- read information about your rights and obligations under the Residential Tenancies Act 1986 and the healthy homes standards
- download information sheets, booklets and other useful tools to help you enjoy hassle-free renting. These include the *Renting and You* and *Short Guide to Good Renting* PDF booklets
- check your compliance with the healthy homes standards by using the insulation decision tool and ventilation tool
- gain information about how to proceed with self-resolution if you have a dispute with your tenant
- follow our decision tool for information about how to deal with anti-social and threatening behaviour from your tenant.

Using online forms means you don't have to wait for orders of hard copy forms to be processed and sent in the mail – making it faster to get what you need.

Visit **tenancy.govt.nz** today to see how you can save time with online tools.

Other resources:

business.govt.nz

This website is all about helping small businesses. Business.govt.nz brings together free information, tools and advice to help you with tax, record keeping, compliance and more.

Keep up to date

All landlords, including boarding house landlords, must comply with the RTA and the healthy homes standards. There are a lot of recent law changes to be aware of and it is essential that you keep yourself informed. The best way to do this is to subscribe to our regular Tenancy Matters e-newsletter.

Sign up at: **tenancy.govt.nz/#subscribe**

We have produced some handy fact sheets that provide a high-level overview of recent law changes. Click on each image to view these on our website.