

Tenancy Services

Short Guide to Good Renting Checklists for tenants and landlords

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tenancy.govt.nz



MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT
HĪKINA WHAKATUTUKI

Te Kāwanatanga o Aotearoa
New Zealand Government

Nearly 600,000 households rent in New Zealand, and it's important that landlords and tenants understand and honour their rights and responsibilities.

This introduction outlines those rights and responsibilities and provides checklists of questions you might want to ask at each stage of the renting cycle from getting started as a landlord, preparing to rent as a tenant, to ending a tenancy. We also tell you how to get help if things go wrong.

Our 'Renting and You' guidebook provides more in-depth information about the provisions of the Residential Tenancies Act (the Act) and the rights and responsibilities of landlords and tenants.

You can also go to our website tenancy.govt.nz for lots more useful support, including all the forms, agreements and sample letters you might need to protect yourself from problems relating to your tenancy.

Recent changes to tenancy law aim to ensure the law appropriately balances the rights and responsibilities of tenants and landlords, and modernises the legislation to better respond to changing trends in the rental market. Both landlords and tenants need to be aware of their rights and responsibilities under the Residential Tenancies Act. Visit tenancy.govt.nz to find out more about what these changes mean for you.

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Rights and responsibilities

When you enter a tenancy agreement you are entering into a contractual arrangement. This gives both landlords and tenants important rights and also responsibilities.

■ In general, landlords are responsible for:

- › Signing a tenancy agreement and giving their tenants a copy before the tenancy commences.
- › Sending any bond to Tenancy Services within 23 working days of the bond being received from the tenant and giving the tenant a receipt for any payments made.
- › Collecting the rent and keeping accurate rent and bond records.
- › Keeping copies of all documents relating to the tenancy as a record, and to help clear up any issues that may arise.
- › Providing the home in a reasonable state of cleanliness, and keeping the home safe and in a reasonable state of repair.
- › Ensuring the rental property meets all legal requirements (such as building, health, and safety requirements).
- › Providing everything promised as part of the tenancy agreement (such as any chattels or improvements).
- › Handling and paying for repairs when something provided with the rental breaks from normal wear and tear (such as heating in the living room, locks, extractor fans for ventilation, cooking facilities, washing facilities and smoke alarms).

- › Complying with relevant legislation, particularly the Residential Tenancies Act and healthy homes standards.
- › Keeping up to date with law changes (subscribe to Tenancy Matters e-newsletter at tenancy.govt.nz/#subscribe).

■ In general, tenants are responsible for:

- › Signing a tenancy agreement.
- › Paying rent in full and on time.
- › Keeping the rental home reasonably clean and tidy.
- › Not interfering with the peace, comfort or privacy of the neighbourhood.
- › Contacting the landlord as soon as possible whenever anything needs to be serviced or repaired.
- › Allowing the landlord or their agent to enter the home to carry out repairs, or to show the place to other possible tenants when you are moving out.

Boarding houses are usually properties intended to house at least six tenants at a time with shared facilities such as kitchens and bathrooms. Rules for boarding house tenancies differ from other residential tenancies. See tenancy.govt.nz for more information.

Getting started as a landlord

The key to getting the most out of your rental property is to be business-like and professional. Remember you're running a business, even if you have just one rental home. That means careful planning from the start. Go to the Tenancy Services website to download an information pack designed for landlords new to the residential housing market.

- Prepare yourself and your rental home** – The better your property looks, the more likely you'll get good tenants who will look after the place carefully when they move in. Make sure maintenance and repairs are done before a tenancy begins.
- Lawful premises** – Make sure your property is lawful for residential use before you rent it out. You need to comply with health and safety-related legislation that applies to buildings. There is more information about this at [tenancy.govt.nz](https://www.tenancy.govt.nz)
- Healthy homes standards** – The healthy homes standards set minimum requirements for rental properties. The standards cover heating, insulation, ventilation, moisture ingress and drainage, and draught stopping.

Between 1 July 2021 and 1 July 2025, all private rentals must comply with the healthy homes standards within certain timeframes depending on when the new tenancy starts or is renewed. Find out what you need to do to meet the healthy homes standards on the Tenancy Services website ([tenancy.govt.nz](https://www.tenancy.govt.nz)).

- Insulation** – All rental properties in New Zealand must have ceiling and underfloor insulation where it is reasonably practicable to install.
- Required statements** – Landlords must provide a separately signed statement for all new, renewed or varied tenancies that they intend to, or already do, comply with the healthy homes standards. Most new or renewed tenancy agreements must also include a healthy homes standards compliance statement, which includes specific information about the landlord's current level of compliance.

Landlords must also provide an insulation and insurance statement in all new tenancy agreements. Templates for these statements are available at [tenancy.govt.nz](https://www.tenancy.govt.nz).
- Make sure you have the right insurance** and you understand the requirements of your policy.

Landlords must state whether the property is insured in any new tenancy agreement, and if so, the excess amount. The statement included should also inform the tenant that the insurance policy for the property is available on their request. You also have to tell tenants within a reasonable timeframe if this information changes. A template is available at [tenancy.govt.nz](https://www.tenancy.govt.nz).

- Smoke alarms** – Landlords must ensure they have working smoke alarms correctly installed in their rental home/s. Go to the Tenancy Services website ([tenancy.govt.nz](https://www.tenancy.govt.nz)) to learn more about where smoke alarms must be placed, what type of smoke alarms to use, when to replace smoke alarms and batteries and how to buy and install them.
- Work out how much rent you should charge** and have a separate bank account ready for it. Tenancy Services has a useful online tool to help you find out about market rents for the properties in your area.
- Advertise the property** – Rental properties can't be advertised without a rental price listed, so make sure you state the amount of rent in any advertisement or offer. Landlords can't invite or encourage potential tenants to bid on the rent amount and pay more than what was advertised or offered. Prospective tenants can still voluntarily offer to pay more than the stated amount of rent and a landlord may accept this offer.
- Gather all the forms you'll need** – Copies of the pre-tenancy application form, tenancy agreement template, bond lodgement form and required statements are available at [tenancy.govt.nz](https://www.tenancy.govt.nz).
- Set up your system for keeping records about the tenancy** – Landlords are required to keep rent and bond records for at least seven years after the tax year to which they relate. Both landlords and tenants should keep copies of all documentation relating to the rental home during the tenancy and for twelve months after the tenancy ends. These records include: any advertisement or offer for the tenancy, the tenancy agreement and any variations or renewals of it, any property inspection reports, water bills, invoices or reports for any work carried out at the property such as maintenance or cleaning, and copies of letters or emails sent to or received from the other party.
- Gather the contacts you'll need** It's good to know who to call when you need help. Having contacts set up in advance can save time and headaches. Useful contacts include: tradespeople (for repairs), a local property investors association (for networking with other landlords) and the *Tenancy Matters* e-newsletter for staying up to date with things you need to know (subscribe to *Tenancy Matters* e-newsletter at [tenancy.govt.nz/#subscribe](https://www.tenancy.govt.nz/#subscribe)).

- **Choose the right tenants** – You'll want tenants who care for your rental home and fulfil all their obligations. More information about how to choose tenants is available at tenancy.govt.nz.
- **Get the tenancy off to a good start** – Build a good relationship with your tenant from the beginning. Doing the property inspection together is a good time to talk about the condition of your rental home and any future plans or improvements. As an extra safeguard, make sure you record the condition of the property and any furniture or fittings included in the tenancy with a digital camera. Make sure your tenant has your contact details and/or the contact details of your letting agent so you can stay in touch.
- **Check the property complies with relevant health, safety and building-related requirements** – These include the Building Act 2004 and the Building Code, Health Act 1956, Housing Improvement Regulations 1947 and by-laws made under the Local Government Act 2002 which are set by individual councils.

Set up your system for keeping records about the healthy homes standards

Landlords must include a statement of intent to comply with the healthy homes standards in any new, varied or renewed tenancy agreement. The healthy homes standards also require landlords to keep records from 1 July 2019 that show compliance with the standards. Examples of suitable records can include a Building Code compliance certificate, records of calculations of a living room's required heating capacity, certificate of acceptance, receipts from building practitioners, invoices from building practitioners and/or other service providers, receipts for any building materials, photographic evidence of compliance, records of work from building practitioners, a professional evaluation performed by a relevant professional, or any other relevant document or records that show compliance.

Preparing to rent as a tenant

Use this checklist to help you prepare before looking at places you might want to rent as your home. The Tenancy Services website has more useful hints and tips on choosing the rental home that's best for you, your budget and your lifestyle.

How long do you want the tenancy for? Periodic tenancies have no end date and last until either the landlord or tenant gives the required written notice to end the tenancy.

Fixed-term tenancies last until the date specified in your tenancy agreement – at which time you can either extend the tenancy agreement, enter into a new tenancy agreement, or you can give the required written notice that you no longer wish to continue the tenancy. If neither party gives the required written notice the fixed-term tenancy will automatically become periodic at the end of the term.

Landlords can't end a periodic or fixed-term tenancy without a reason that is specified in the Residential Tenancies Act. The amount of written notice a landlord must give depends on their reason for ending the tenancy.

Please visit **tenancy.govt.nz** for more information on giving the required notice.

What can you afford? Think about how much rent you can afford to pay – 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are. If you're having trouble paying rent or other expenses you might be able to get financial help. There are several types of financial help available through Work and Income, Senior Services, StudyLink and for people on low incomes. Go to the Ministry of Social Development's website to find out more.

Where do you want to live? Decide which area you'd like to live in and how you are going to look for your rented home. The larger the area you're prepared to consider, the better the chance of finding the right home for you. To find out about the market rents in your area and for more advice about choosing the right home, visit **tenancy.govt.nz**.

Have your documents and references ready – Landlords and agents will want to confirm your identity, and check your rental references to be confident of your ability to meet your tenancy commitments.

- **Make sure letting fees aren't being asked for** – These cannot be charged to tenants.
- **Make sure the rental price is advertised** – Rental properties can't be advertised without a rental price listed, so make sure the amount of rent is stated in any advertisement or offer you see. Landlords can't invite or encourage you to bid on the rent amount or pay more than what is advertised or offered. You can, as a prospective tenant, voluntarily offer to pay more than the stated amount of rent and the landlord may accept this offer.

When you're talking with potential landlords or letting agents ask about...

- **When the flat is available?**
- **Whether it's warm and dry with plenty of sunshine and good ventilation?** Healthy homes reduce the likelihood of illness and increase the chances of good tenants staying longer. Private landlords will need to meet new minimum requirements under the healthy homes standards for new or renewed tenancies starting after 1 July 2021.
- **Pets and smoking** – Are there any rules about them, as well as for other things such as dealing with rubbish and recycling?

- **Who is responsible for bills** such as electricity, gas, water, telephone, internet and cable connections. Landlord or tenant? Usually the tenant pays for these.

- **Insurance** – Landlords must state whether the property is insured in any new tenancy agreement, and if so, the excess amount of any relevant policies. The statement should also inform the tenant that the insurance policy for the property is available on their request.

- **Fixtures and fittings** – Check that you're happy with the whiteware and any furnishings provided. After you move in, you can ask the landlord for permission to make minor changes to the property and the landlord can't withhold consent. If a minor change is made, then on or before the expiry of the tenancy, you must make sure the property is returned to a condition that is substantially the same as before the minor change was made, unless you and the landlord enter into a different arrangement.

The Tenancy Services website has more information about what is considered a minor change and the process to follow to make a request to your landlord (tenancy.govt.nz).

☐ **Smoke alarms** can save your life and are compulsory in all rental homes. Check there is at least one working smoke alarm in each bedroom or within three metres of each bedroom door and at least one on each level of the home. There must be at least one working smoke alarm in any caravan, sleep-out or similar.

☐ **Insulation** – Landlords must provide a statement about whether there is insulation and its location, type and condition – as part of a new tenancy agreement. It's fairly straightforward to check the insulation by looking into accessible roof and subfloor spaces – but ensure the mains power is switched off and be careful not to touch any foil insulation or exposed wires.



What's the neighbourhood like? How safe is the area?
Is car parking available?
Public transport nearby?
Who does the gardening and lawns?

Completing the paperwork

Both landlords and tenants need to complete their paperwork and keep records about the tenancy.

- Make sure you have a written tenancy agreement and read it carefully** to understand your respective rights and responsibilities. Many landlords use the agreement provided by Tenancy Services. Tenants should complete and sign the form after the landlord has completed their statements. It's up to the landlord and tenant to decide if everyone living in the home signs the tenancy agreement. If everyone signs, they are usually all responsible. This means that if one tenant doesn't pay their share of the rent or damages the property, the landlord can claim the money owed from any or all of the tenants, regardless of which tenant didn't pay their rent or caused the damage. Don't let yourself be rushed into signing a legally binding document.
- A good property inspection report** can be very useful if you have problems later on. If damage existed at the start of a tenancy, a tenant can't be blamed for it when they move out. A report completed by both landlord and tenant at the start

will make it easier to identify damage that occurred during the tenancy. Many landlords use the property inspection report that comes with the Tenancy Services' tenancy agreement.

- Agree an inventory** of all the items provided with the tenancy, especially if they are not routinely included, eg a fridge or clothes dryer. As an extra safeguard, make sure that you both take photos. This will make things easier if there is a dispute at the end of the tenancy. Once you're happy with the inventory, both the landlord and the tenant should sign it and keep a copy.
- Agree the bond amount** – A bond is money that a landlord can ask a tenant to pay as security for their rent, care of the home and other costs relating to the rental. Typically, the amount of a bond is four weeks' rent. Landlords that require a bond must lodge it with Tenancy Services within 23 working days of receiving it. At the end of the tenancy, the bond money will be refunded to the tenant, once the landlord is satisfied the rent has been paid in full and there are no damage claims or other outstanding costs.

- **Remember to take meter readings** so you don't inadvertently end up being responsible for the previous tenant's bills.
- **Get the gas, electricity and phone connected** as well as other small-but-important stuff like having extra sets of keys cut, if needed, and getting mail redirected.
- **Contact details** – Both tenant and landlord must have current contact details for each other and the landlord's agent (if any), including any mobile telephone number and email address – including a telephone number to use in case of an emergency. It's very important that landlords and tenants let each other know if their contact details change.
- **Keep records** – Landlords and tenants are required to keep copies of all documentation relating to the rental home during the tenancy and for twelve months after the tenancy ends. This includes documentation relating to the healthy homes standards. Landlords must also keep rent and bond records for seven years after the tax year to which they relate.

Written records are important if you have a dispute

Monday, 1 February

Called property manager to tell them the stove element wasn't working. Spoke to John Smith who told me he'd mark it in his repairs/maintenance log.

Thursday, 4 February

Still haven't been contacted about the stove element that needs repairing. Called Tenancy Services to check on the process for repairs. The Ministry told me I could issue a notice to remedy.

Friday, 5 February

Downloaded the notice to remedy from the [tenancy.govt.nz](https://www.tenancy.govt.nz) website, filled it in and dropped it into the property manager's office at 2.45pm.

Monday, 8 February

Property manager called to say he's arranged for both him and a repairman to come round during the day to fix the stove element.



Living in your rental home

Tenants must...

- Pay the rent on time** – If you don't, you could lose your home because you've broken your tenancy agreement. If you run into problems, talk with your landlord right away to try and find a way to resolve the issue.
- Look after the property** – by keeping it clean and tidy. It's worthwhile getting contents insurance to cover your possessions, because the landlord's insurance won't cover your things.
- Be considerate to neighbours** – The landlord could have your tenancy ended if you breach the peace, privacy or comfort of others in the neighbourhood.
- Get permission for making any minor changes to the property** – You can ask the landlord to make minor changes to the property and the landlord can't withhold consent, as long as you pay any costs associated with the change, and make sure the property is returned to substantially the same condition it was in before the minor change (unless you and the landlord enter into a different arrangement).

We recommend you get your landlord's permission in writing before making any changes. The Tenancy Services website has more detailed information about what is considered a minor change and the process to follow to make a request to your landlord (tenancy.govt.nz).

- Request to install fibre broadband** – You can request for fibre broadband to be installed, and the landlord must agree, if it can be installed at no cost to them, unless specific exemptions apply.
- If you make your request in writing, your landlord must respond within 21 days. The Tenancy Service website has further information about exemptions (tenancy.govt.nz).

Also...

- Make sure you know how** to operate the appliances and any facilities, turn the water off and operate pumps, plus where the mains power switch and any meters are located.
- Regularly test your smoke alarms** – ideally once a month or as frequently as the manufacturer instructs. It's against the law to damage, remove or disconnect a smoke alarm – that includes removing the batteries, unless you're inspecting expiry dates or replacing batteries.

- **Report any need for repairs** to your landlord. There will be a risk to your bond if a minor repair you knew about turns into a major problem because you didn't report it.
- **Be aware of the security features of your home** – Make sure your home has good locks. Test the windows to make sure they close fully.
- **Talk to the landlord if you want to assign your tenancy to someone else** – If you need to move out of the property, you can request to assign the tenancy to someone else and the landlord can't decline unreasonably (even if your tenancy agreement says assignment is not allowed).

The landlord may include reasonable conditions to the consent. Landlords are allowed to recover reasonable expenses they incurred during the assignment process, but must first provide the tenant with an itemised list of expenses.

The landlord can also accept a surrender of the tenancy on reasonable terms.

You can find more detailed information about assigning a tenancy on the Tenancy Service website ([tenancy.govt.nz](https://www.tenancy.govt.nz)).



Owning your rental home/s

Landlords must...

- Maintain the structure** and exterior and make sure the property meets all building, health, and safety requirements at all times, particularly during any renovations.
- Deal with any problems** with the water, electricity and gas supply. If a tenant informs you of a problem and you do nothing to resolve it, you may be responsible for the increased cost of outgoings, or your tenant may seek exemplary damages if they decide to make a claim through the Tenancy Tribunal.
- Maintain** any appliances and furniture supplied as part of the tenancy and make sure they are safe. Don't provide dated electrical appliances unless you are certain they are safe, and if in doubt get them inspected by an electrician or replace them with a new appliance.
- Carry out repairs** as soon as you can.
- Give proper notice of visits** – Landlords can't walk in whenever they like. You must give your tenants at least 24 hours' notice, or get their agreement, before coming around to do any repairs or maintenance or necessary work to comply with the healthy homes standards. You must also do the work between the hours of 8am and 7pm.

If you want to carry out an inspection or test for meth contamination, you must give tenants at least 48 hours' notice. This should also be carried out between 8am and 7pm.

- Respect the peace, comfort and privacy of their tenants (this is called quiet enjoyment)** – Remember it is your tenant's home. Although your tenant can't refuse an inspection it's a good idea for you to be flexible and willing to change the inspection time if needed. Your tenant doesn't have to be present during inspections, but you should ask if they wish to be.
- Locks and security** – Landlords must provide locks or security devices for their properties. Landlords and tenants may not remove or change any locking device without the consent of the other party.
- Respond to tenant's requests to make minor changes to the property** – If the change is minor, give written permission within 21 days.
If the change is considered more than minor and you need more time to think about it, give the tenant written notice stating that the 21 days will be extended by a reasonable time.

Landlords can't withhold consent, but can set reasonable conditions. The tenant must pay the cost and return the property to substantially the same condition it was in before the minor change, unless you and the tenant enter into a different arrangement.

The Tenancy Services website has information about what is categorised as a minor change ([tenancy.govt.nz](https://www.tenancy.govt.nz)).

- **Agree to installation of fibre broadband**, unless specific exemptions apply. Landlords must respond to a tenant's request in writing within 21 days of receiving the request and must take all reasonable steps to facilitate the installation within a reasonable time period.
- The Tenancy Service website has further information about exemptions ([tenancy.govt.nz](https://www.tenancy.govt.nz)).
- **Consider all requests to assign the tenancy** – Landlords must consider all requests from tenants to assign the tenancy and must not decline unreasonably. Tenancy agreements can't prohibit assignment of the tenancy. Landlords can include reasonable conditions when giving consent for assignment that the tenant must meet. This may include charging the tenant for assignment expenses.

Also...

- **Make sure your property can be well heated** – Landlords don't have to provide heating in every room, but they do have to provide a qualifying heating for the main living room. Under the healthy homes standards, landlords will need to provide fixed qualifying heaters in the property that can directly heat the main living room to at least 18 degrees Celsius, and be capable of maintaining this temperature all year round. Some heaters will not meet the requirements under the healthy homes standards. There is more information about the heating standard on our website at [tenancy.govt.nz](https://www.tenancy.govt.nz). These standards will apply to new or renewed tenancy agreements from 1 July 2021.
- **Inadequate ventilation can lead to mould growth and dampness** Make sure your property can be kept well aired as well as safe and secure. Under the healthy homes standards, landlords will need to make sure their properties have windows or doors in each habitable space that open to the outside. The size of the windows and doors together must comprise at least 5% of the floor area of that space. An appropriately sized extraction fan or rangehood that vents to the outside will also be required in kitchens and bathrooms. These standards will apply to new or renewed tenancy agreements from 1 July 2021.



Keeping your rental home healthy and safe

Healthy homes are warm, dry and safe to live in. The introduction of the healthy homes standards mean additional rights and responsibilities for landlords and tenants living in rental homes. Go to the Tenancy Services website for more detailed information (tenancy.govt.nz).

- **Keep your home warm for comfortable living** – Good quality insulation helps keep the heat in during winter and out during summer. Ceiling and underfloor insulation is now compulsory in rental homes, where it is reasonably practicable to install.
- **Keep your home dry for healthy living** – A dry and well ventilated home reduces the danger to your home and the risks of ill health for everyone living there. The healthy homes standards set minimum requirements for heating, ventilation, insulation, moisture ingress and drainage, and draught stopping. These standards will apply for new or renewed tenancy agreements with private landlords from 1 July 2021.

- **Keep your home safe for peace of mind** – Landlords need to have working smoke alarms in all their rental homes. The New Zealand Fire Service website provides a wealth of useful information about smoke alarms and fire safety in general. Make sure your home has good locks and always be careful when it comes to letting people you don't know into your home.

Tips:

- › Learn how to use the 'hush' feature if there's a false alarm in your smoke detector. This can happen with smoke from cooking or fumes, or if dust gets into the alarm.
- › Take steps to eliminate moisture inside the home by drying washing outdoors rather than indoors, and airing the home regularly by opening doors and windows to create a cross draught.
- › Mould growth usually looks fuzzy or powdery and is often coloured from light green to black. Remove mould as soon as it appears by using diluted household bleach (1 part bleach with 3 parts water mixed together), or a less abrasive cleaner like cider vinegar. Your supermarket will also have a range of eco-friendly cleaners.



At the end of the tenancy

If the tenant wants to stay

Many tenants sign an agreement for a fixed-term, such as a year. At the end of that time, the lease will automatically convert to periodic unless a landlord gives notice using a reason that is specified in the Residential Tenancies Act, a tenant gives notice for any reason at least 28 days before the end of the tenancy, or the landlord and tenant agree to extend, renew or end the fixed-term tenancy.

If only one of the tenants wants to move out then the other tenant can take over the tenancy agreement provided the landlord agrees. You'll need to send Tenancy Services a change of tenant form if the remaining tenant is taking over the leaving tenant's share of the bond. A copy of the form is available at tenancy.govt.nz.

Can your landlord increase the rent? Landlords are entitled to increase the rent, but they must give 60 days' written notice and the rent can only be increased once every twelve months.

The rent must not be increased within twelve months after the date of the start of the tenancy or after the date on which the last increase took effect.

If the tenant or landlord wants to end the tenancy

Both landlords and tenants have responsibilities to honour when they want to end a tenancy.

Giving notice for a fixed-term tenancy – Fixed-term tenancies can't be ended early unless both the landlord and tenant agree, or by an order of the Tenancy Tribunal. On the date the fixed-term tenancy ends, the tenancy automatically becomes a periodic tenancy, with the same terms contained in the expired tenancy, unless:

- › the tenant and landlord enter into a new tenancy agreement, or extend the existing tenancy agreement, or otherwise vary the agreement if all parties agree to do so.
- › The tenant gives written notice to end the tenancy, at least 28 days before the tenancy is due to expire.

- › The landlord gives notice to end the tenancy. Landlords must provide a reason to end the tenancy. The amount of written notice a landlord must give depends on their reason for ending the tenancy.

The Tenancy Services website has more information on the reasons landlords can give to end the tenancy and required notice periods (tenancy.govt.nz).

□ Giving notice for a periodic tenancy

A tenant must give at least 28 days' written notice to end their periodic tenancy, unless the landlord agrees to a shorter time. Landlords can't end a periodic tenancy without a reason, and what that reason is will determine the amount of written notice they need to provide.

If a landlord gives the tenant notice to end the tenancy and the tenant wants to move out sooner, the tenant must still give the landlord at least 28 days' written notice.

You can find more information about how to serve a notice, the reasons a landlord can give to end the tenancy and required notice periods on our website tenancy.govt.nz/ending-a-tenancy.

□ Giving notice for Family Violence

A tenant who is subjected to family violence during a tenancy can withdraw from their tenancy by giving at least two days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

□ Giving notice for Physical Assault

The landlord can give notice of at least 14 days to terminate a tenancy if the tenant has assaulted the landlord, the owner, a member of the landlord or owner's family, or the landlord's agent, and evidence is provided that a charge has been filed by Police against the tenant in respect of the assault.

- **Return of the bond** – It's a good idea for both the tenant and the landlord to meet and review the home (using their property inspection report). Landlords can't ask their tenant to pay for normal wear and tear to their property or furniture and appliances but they may be entitled to deduct costs for tasks which the tenant should have carried out, such as cleaning and rubbish removal. Once you've agreed what will happen with refunding the bond, both the landlord and all tenants need to fill out a bond refund form and send it to Tenancy Services.

Sometimes a tenant is moving to a new place and it's easier for them to ask Tenancy Services to just transfer their bond money from their old home to their new one. You'll need a bond transfer form for this, which will need to be completed by the old landlord, tenant and the new landlord.

- Rent** – Make sure rent payments are up to date.
- Bills** – Don't leave bills unpaid. This can have an impact on a tenant's references and credit rating.
- Take final meter readings** and advise the service provider and landlord.
- Clear up** – Remove your belongings, clean the house, take away any rubbish, return all keys and access cards, and leave a forwarding address. If a tenant doesn't do all these things, the landlord can ask Tenancy Services for some or all of the bond.



If things go wrong

There are legal processes available to help resolve tenancy problems that arise between landlords and tenants, but the first thing to do is talk with each other about the problem and try to sort it out yourselves.

Before talking

- Make sure you're clear about your concerns. Sometimes writing down the problem will help you explain it well to the other person.
- Be ready to suggest a solution. Describe the problem carefully and give a reasonable amount of time for it to be put right.

Write a letter – 'notice to remedy'

Tenants and landlords can both issue a notice to remedy (where there has been a breach of the Act or the tenancy agreement), which gives the other person time to fix the problem. Please remember that when you send the other person a notice in writing you need to allow extra time for delivery. Examples and further information is available at tenancy.govt.nz.

Retaliatory Notice

If a landlord gives notice to end a tenancy because their tenant has told the landlord or Tenancy Services about a problem or exercised their rights, this will likely be considered a retaliatory notice. The Residential Tenancies Act 1986 (the Act) prohibits a landlord from giving this type of notice and a tenant can apply to the Tenancy Tribunal if they believe that a retaliatory notice has been given. They can seek to have the retaliatory notice overturned and can also seek exemplary damages of up to \$4,000. The Tribunal will determine whether or not the notice is lawful. If it is determined to be unlawful, the notice will be overturned. The tenant must make the application to the Tenancy Tribunal within 28 working days of receiving the notice from their landlord.

Self-resolution

Self-resolution means sorting out any problems by talking to the other person. It could lead to a more positive relationship between tenants and their landlord. The Tenancy Services website has guidance available about self-resolution: tenancy.govt.nz/disputes/self-resolution/

Fast Track Four Steps

Fast Track Resolution is a quick and inexpensive way to confirm agreements reached between landlords and tenants that frees both sides up for having to be available for scheduled mediation when they don't need it. Go to the Tenancy Services website to learn more ([tenancy.govt.nz](https://www.tenancy.govt.nz)).

If you can't agree between yourselves, come to Tenancy Services mediation

Tenancy Services offers a mediation service where landlords and tenants have the opportunity to resolve differences by talking together with a mediator. The mediator's job is to help identify the issues and reach a workable solution. Mediators know a lot about tenancy issues but they don't take sides and they don't decide anything for you. The process is confidential.

Tenancy Tribunal

If a solution to a dispute can't be agreed through mediation, tenants and landlords can ask the Tenancy Tribunal for a hearing. The Tribunal is part of the Ministry of Justice and an adjudicator listens to each person, hears any witnesses, looks at any evidence the landlord or tenant brings and then makes a decision. This decision is binding, both sides receive a copy and both sides have to comply.

Tenancy Compliance and Investigations Team

The majority of landlords and tenants want to do the right thing and meet their obligations. However, where a landlord chooses not to meet their obligations, or there is a serious breach of the Act, you can contact the Tenancy Compliance and Investigations Team about the issue.

As the tenancy regulator, the team can use the following enforcement measures when appropriate: enforceable undertakings, improvement notices, infringement notices and pecuniary penalties. Go to [tenancy.govt.nz/about-tenancy-services/compliance-team](https://www.tenancy.govt.nz/about-tenancy-services/compliance-team) to learn more and write to the team.

'Short Guide to Good Renting' is designed to cover the essentials for tenants and landlords. The information we have for you here doesn't cover every aspect of renting and it is not the same as getting legal advice. Before acting on this general information you should seek more detailed information or specific advice via our website [tenancy.govt.nz](https://www.tenancy.govt.nz).



Tenancy Services

[tenancy.govt.nz](https://www.tenancy.govt.nz)