

Proppy³

Your property marketplace

Landlord Information Guide



The Residential Tenancies Act (1986) and the updated Residential Tenancies Amendment Act (2020) legislation has seen an increase in compliance to meet legal obligations for landlords and is an important part of managing rental properties in New Zealand.

Proppy Property Management is focused on looking after your investment by ensuring the successful management of the tenancy from start to finish with our skilled and knowledgeable property management team who understand and ensure that your property complies with all current regulations and legal obligations.

Communication is key and we will ensure that you are kept up-to-date with all matters pertaining to your investment property.

The following information guide ensures that you have the most current information and have a good understanding of your legal obligations in today's rental market.

What's Next

You now have your investment property and you want to make it work for you. What's next?

A Proppy property manager will provide you with an outline of what you can expect throughout the tenancy of your investment property and ensure that you understand and are made aware of everything you need to know.

From the beginning we ensure that we establish clear lines of communication so that there are no surprises along the way.

We will visit the property and provide you with a written rental appraisal initially to ensure that we get you the best possible market rent. At this meeting we will advise you of your obligations with compliance and legal obligations.

The next step is to complete and sign a management agreement with Proppy Property Management, that means we can act legally on your behalf.

We will advertise the property for lease, interview and vet potential tenants, approve the right tenants and complete the tenancy agreement paperwork.

We will conduct an initial, thorough inspection to set ourselves a benchmark for the condition of the property. Ongoing we conduct a 6 week inspection from the date of the beginning of the tenancy to ensure all is as it should be. From there on routine inspections are carried out every 3 months and you will be provided with a report outlining the condition of the property with supporting photographs. This is a good way to ensure that any minor issues are identified and rectified early to avoid unnecessarily large bills later.

We will ensure correct procedure is followed regarding renewal of leases, tenancy vacating processes and bond refund processes. We will also manage any disputes resolution.

Is Your Property Tenant Ready

We will help you to get your property “ready to rent” ensuring that your investment property meets compliance and is up-to-date with current regulations.

This includes:

- A full list of fixtures, fittings and chattels and that they are in good working order
- Ensuring the property is clean and tidy inside and outside before being handed over to a tenant and when the tenants leave
- Organising healthy homes certification
- Ensuring smoke alarms meet current legislation

As legislation and compliance continue to have a greater influence on a landlord’s obligations it’s crucial to ensure that you understand what is required before a tenancy is even in place. Landlords must consider not only their requirements in relation to the state of the property, but also the detailed reporting that is now needed in every tenancy agreement to prove that it complies.

Before possession of the property is granted and a tenancy is signed, landlords need to be compliant in a number of areas in order to prevent unnecessary fines, or delays in a tenancy starting.

Landlords are often unaware of the initial cost of complying with the current Residential Tenancies Act legislation. Having a healthy homes certificate (from December 2020) and up-to-date, working smoke alarms is a legal obligation and non-compliance can result in expensive fines and/or potential problems with insurance claims. We can provide you with a Landlord Compliance checklist on request.

We set high expectations for your property with tenants to ensure that your investment is well looked after. We ensure your property meets market expectations and is comparable to the competition in your area by setting the benchmark at the beginning of a new tenancy.

The RTA requires a property to be “reasonably clean” before, during and after a tenancy has ended. As property managers we know that this can mean different things to different people. We ensure that the tenants understand their obligations regarding keeping the house and grounds in good order.

Unless agreed otherwise general garden maintenance is the responsibility of the tenant for mowing lawns, weeding and keeping the grounds rubbish free. It is recommended that the pruning and trimming of hedges and trees is done by the landlord to ensure the long-term care and life of the trees on your property.

The Property Management Process

1. Initial Meeting & Signing Management Agreement
2. Undertaking Legislative Compliance
3. Marketing the Property, Tenant Vetting & Selection
4. Signing Tenancy Agreement & Managing Bond Process
5. Collecting the Rent, Disbursing Payments
6. Initial and Regular Property Inspections
7. Managing Repairs & Maintenance
8. End of Tenancy Management

1. Initial Meeting & Signing Management Agreement

We will come to your property to assess the standard of the rental and discuss your legal requirements regarding legislation. We will provide you with a rental appraisal based on similar properties in your area and the condition of the property. To be able to undertake any compliance, advertising or acting as the landlord's representative we will present you with a Property Management Agreement to be signed outlining our and your obligations to act on your behalf. During this process we will work with you to set the rent, legally you can only increase the rent once in any twelve month period so we will ensure that you are receiving the highest possible rent for your property.

2. Undertaking Legislative Compliance

An important part of the property management process is to ensure you are up-to date and aware of the legislation that you must comply with. These relate to minimum standards placed on the property being made available for rent and can impact your requirements around heating, insulation, ventilation, smoke alarms and more.

As a landlord, you must also ensure your property is safe, fit to rent and approved by your local council for longer term habitable accommodation.

As at December 2020 you are legally obliged to provide a Healthy Homes Certificate for each of your investment properties to ensure that you meet minimum standards for heating, insulation, ventilation, moisture, drainage and draught stopping.

There are also minimum standards for smoke alarms that carry a \$7,000 fine for non-compliance. We recommend using a company to check and update smoke alarms every 12 months to ensure that you are not at risk of fines or affecting your insurance.

3. Marketing The Property, Tenant Vetting & Selection

We believe that finding you the right tenant is one of the most important steps of the tenancy process. Initially we will advertise the property for rent.

We will check our database to see if we have a suitable tenant on our “waiting list”. We will use Internet Advertising your property online allows us to reach potential tenants on a 24/7 basis.

Furthermore, if a current tenant gives notice to vacate we are able to display your property online almost immediately, maximising exposure to the market and minimising vacancy periods for our landlords.

Your rental property is advertised on Trademe.co.nz and other marketing channels when required. The rent must be within market value and must be stated clearly on the advertising.

We meet any prospective tenants at the property for an initial viewing. All applicants will complete an application form which asks for references and emergency contacts (in accordance with 2019 Privacy Commission Guidelines)

We will use exclusive reporting systems available to us to run credit, background and rental history checks and will verify employment history and landlord references.

We will undertake extensive tenant checks including checking references, rental history, employment verification and financial background checks to ensure that your investment is going to be looked after. As a property manager we have access to 90+ information databases including, but not limited to Ministry of Justice, drivers license and/or passport verification and tenancy services.

By using our experience and tools available to us we work to ensure that we are reducing any risks with tenant selection.

4. Signing Tenancy Agreement & Managing Bond Process

Our tenancy agreement software system ensures we are totally up-to-date with legislative and compliance changes as they are happen and that the tenant agreements have the correct information and clauses which negates any risks or financial issues later on.

Landlords who wish to self-manage their property should be particularly careful regarding the agreement templates used. We recommend you seek out the professional letting service of a Proppy property manager and take advantage of our comprehensive credit checking systems and secure up-to-date documentation packages.

As part of the healthy homes standards, there is additional information that landlords must include in new or renewed tenancy agreements. Fines can be incurred if landlords fail to include the correct information, so it's important to check your documents to ensure you comply.

Fixed Term and Periodic Tenancies

It is important to understand the tenure of the tenancy prior to signing the tenancy agreement.

- A fixed term agreement is for a defined period and has a set starting date and a set ending date, you can't give notice to end a fixed term early unless the landlord and all the tenants agree in writing.
- A periodic agreement is for a recurring period without a fixed term (it has a starting date but no specified end date and can continue indefinitely). There are very clear guidelines about giving notice to tenants. Please check with your Proppy property manager before signing the tenancy agreement.

Bond Lodgement

The Act allows for a maximum of four weeks rent to be collected from the tenant as a bond against the property. Your property manager has the responsibility to ensure that all bonds received are lodged with the Ministry of Business, Innovation and Employment (bond centre), within the required timeframe of 23 days from collecting the bond.

If there is a rental increase while the tenant lives in the property the landlord can request that the tenant pay the increase in bond to the bond centre in line with the rental increase.

5. Collecting the Rent and Disbursing Payments

To avoid financial strain, loss of income and/or stress to you as a landlord we act immediately for late or missed payments by tenants. The tenants are made aware of our policy of no tolerance for rent arrears and the consequences for late or unpaid rent at the beginning of the tenancy.

All initial rent payments are due prior to the start of the tenancy, with automatic payments being the most common payment method to ensure the security and timing of each rental payment.

If a tenant does miss a payment the following steps are taken:

- we make contact with the tenant by phone or text to request the funds in arrears be paid right away and a 14-day notice of breach letter is issued
- if payment is not received after contact has been made and a breach notice sent, the next step is an application to the Tenancy Tribunal for a mediated hearing. This will enable a monetary court order to be granted against the tenant(s) and in some cases, possession of the property will be requested

We do ensure that we are keeping on top of missed payments by tenants and if you would like further information we are happy to discuss that with you.

6. Initial and Regular Property Inspections

Regular inspections are crucial in ensuring that your investment is well looked after and that tenants are meeting the expectations set out in their tenancy agreement. To do this Proppy property managers follow a systematic inspection program which will result in the landlord being provided with a comprehensive report outlining the condition of the property with supporting photographs.

Most landlord insurance policies specify a number of inspections are required annually and we recommend you check with your insurance company about your policy to ensure that your insurance cover is not voided by not meeting their specifications.

Initial Inspection

Prior to the tenant moving into the property we conduct a thorough inspection which sets a benchmark on the condition of the property for us as the tenancy goes forward and is an essential inspection in case of any future disputes.

Six Week Inspection

For new tenancies we will conduct a six week inspection to ensure that everything is as it should be. This gives the tenant an opportunity to raise any concerns and allows us to gauge how the property is being looked after.

Regular Inspections

After the six week inspection we schedule regular inspections every 3 months. These are thorough inspections and the landlord is provided with a full report after each one. This is made available via our online portal and can also be emailed. The tenants are advised in writing no later than 14 days prior to the inspection the time and date that our property manager will be attending and are invited to attend, but do not need to be there.

We are mindful of the tenants privacy and do our best not to photograph tenants personal items.

End of Tenancy

When a tenant leaves a property we carry out a final inspection before signing the release of the bond back to the tenant. We will compare the photos to the previous reports and advise the landlord if we believe there is any damage that is not "fair wear and tear" or any other issues that may result in a dispute. We emphasise how important regular inspections are to ensure that there is a documented history during the tenancy period. If there are any issues that arise at the end of the tenancy we will reference the extensive reporting that has been undertaken.

7. Managing Repairs & Maintenance

Property maintenance is an important part of looking after your investment and by addressing maintenance issues early it is likely that smaller problems don't become larger, more costly issues. We encourage tenants to report any issues as soon as possible.

As property managers we have obligations under the RTA (1986) regarding the provision of ongoing care and maintenance to your property and in we are ensuring that the rental level remains consistently high in relation to the market which in turn attracts quality tenants.

Repairs to your property are undertaken knowing that you have usually pre-approved a maximum disbursement level, usually \$500 as agreed in the management agreement. Where possible, you will be consulted prior to any repairs and maintenance being undertaken over and above this level.

Emergency or urgent repairs can occur and in this situation we may be required to act immediately to ensure that our obligations in the Act are met. We will endeavour to contact you first to advise you of the situation. We do aim not to spend any money on repairs and maintenance of your property without your permission unless there is a justifiable or legal reason to do so.

Fair Wear & Tear

Examples of fair wear and tear tenants would not be liable for:

- Faded curtains or frayed cords
- Furniture indentations and traffic marks on carpets
- Scuffed wooden floors
- Faded or cracked paint
- Loose hinges or handles on doors or windows, and worn sliding tracks
- Cracks in the walls from building movement
- Water stains on the carpet from rain leaking through the roof or bad plumbing (emphasising the important of Healthy Homes compliance).

Examples of damage tenants may be liable for:

- Missing, damaged or torn curtains – either caused by the tenant or their pet/s
- Stains or burn marks on carpets
- Unapproved paint jobs or large areas of damage e.g. from posters being ripped off walls
- Broken window glass e.g. from a flatmate or child hitting a ball at the window
- Holes in the walls left by tenants removing picture hooks or shelves they have installed
- Water stains on the carpet caused by an overflowing bath or indoor pot plants

Your property manager will ensure the bond refund is processed after the final inspection. At this time any claim on the bond for damage, outstanding rent etc will be processed. If the bond does not fully cover any outstanding amounts we will seek to recoup the funds by lodging the debt with the Tenancy Tribunal and applying for a sealed District Court order. This will include debt collection work being initiated if required.

Careless Damage

The RTA Amendments Act 2020 has clear guidelines for landlords and tenants around who is responsible for damage caused through careless behaviour. If a tenant damages a rental property as a result of careless behaviour they will be liable for the cost of the damage up to a maximum of four weeks' rent or the landlord's insurance excess, whichever is lower.

As part of a new tenancy agreement landlords are required to provide an insurance statement regarding the property insurance information stating whether the property is insured and what the excess amount is. Unless the damage to the property is intentional or as a result of an act or omission that constitutes an imprisonable offence, insurance companies are unable to pursue the cost of damages from tenants on behalf of the landlord.

Landlord Insurance

It is important to ensure that you have the right insurance cover, it is likely that there will be requirements specific to your insurance policy, such as evidence of regular inspections carried out at specified intervals. We recommend you talk to your insurance company and be clear what your obligations are for your insurance cover and that you have the right cover for your property (e.g malicious damage, loss of rent etc).

If you would like further information or guidance speak with your Propopy property manager.

Health & Safety

The Health and Safety at Work Act 2015 brought in new requirements for those involved with both owning or managing investment property. It means that both landlords and property managers are classed as a Person Conducting Business or Undertaking (PCBUs).

We are therefore equally responsible for ensuring the health and safety of everybody involved with, or affected by work on any property owned or managed. This can relate to property inspections, viewings, undertaking repairs, maintenance and other related issues.

Landlord Responsibilities

Given the nature of investment properties there can often be multiple PCBUs, e.g. the landlord and/or property manager and any contractors undertaking work.

A landlord cannot rely on a contractor to manage the health and safety risks, nor can a landlord request that the contractor take care of all health and safety matters. Landlords are required to do everything reasonably practicable

to protect those engaged from risks and hazards associated with their investment property, and it is safe to say every property has risks and/or hazards.

To comply with the Health and Safety at Work Act some of our responsibilities include:

- Identifying and manage the risks on the property connected to the work to be undertaken
- Ensuring contractors are sufficiently competent to perform work and that they have their own individual health and safety plan
- Ensuring contractors understand their health and safety requirements in relation to the risks identified
- Checking that contractors hold any required certifications and insurances before work is undertake

Asbestos

Landlords need to be aware of their health and safety responsibilities – including how asbestos is managed at their properties.

Residential landlords are PCBUs (persons conducting a business or undertaking) under the Health and Safety at Work Act. They must manage any asbestos-related risks when work is taking place at their property. This is to ensure the health and safety of tenants, neighbours, contractors and anyone else who may be affected.

If you're a landlord you must comply with the [Health and Safety at Work Act 2015](#) and the [Health and Safety at Work \(Asbestos\) Regulations 2016](#).

Asbestos was a common building material up until the 80s, but it may be present in buildings built or renovated before 2000. As a landlord you may not have to remove asbestos from your property but you will need to manage any related risks. For example if contractors are carrying out repairs, this could disturb material that contains asbestos. If a landlord plans to do work such as refurbishment or demolition, they need to ensure that asbestos relating to the work's location is identified and removed, where reasonably practicable. This must happen before any work starts.

When work at a property includes a risk of exposure to respirable asbestos, the relevant asbestos must be identified and an asbestos management plan prepared. A landlord may write the asbestos management plan themselves, or they may employ someone else to do it. If the asbestos is non-friable and in good condition it's often safer to leave it undisturbed, if the work taking place is routine maintenance or other minor work.

The landlord needs to work with the other PCBUs involved (such as building contractors) to ensure the plan is followed. They also need to inform their tenants about the asbestos and what they need to do to keep safe while the work takes place.

The Health and Safety at Work (Asbestos) Regulations 2016 outlines that a workplace (property) must have an asbestos management plan in place if there is any risk that the workplace may contain asbestos. The key regulations that affect landlords in regards to asbestos are as follows:

- Regulation 10: Duty to ensure asbestos is identified at the workplace
- Regulation 11: Duty to analyse samples
- Regulation 12: Duty to ensure presence and location of asbestos indicated
- Regulation 13: Duty to prepare asbestos management plan
- Regulation 14: Duty to review asbestos management plan

For more information about asbestos and asbestos management plans visit the Worksafe website.

Methamphetamine

Tenants who smoke, sell or manufacture methamphetamine in a rental property are using the property for an unlawful purpose. The fines associated with this breach are now up to \$1,800.00.

Landlords can test for methamphetamine in rental premises while tenants are living there, providing they give 48 hours' notice to tenants before entering the property. Landlords will have to tell the tenant what contaminants they are testing for and share the test results (in writing) with the tenant within seven days of receiving them.

The Residential Tenancies Amendment Act 2020 indicates that new regulations are to be developed to set out:

- Maximum acceptable level for meth contamination
- Processes for testing
- Decontamination of rental properties

Landlords will not be able to knowingly rent premises that are contaminated above the prescribed level (as set out in the future regulations) without decontaminating in accordance with the regulations. They will be liable for a financial penalty of up to \$4,000 if they do so.

Currently the methamphetamine testing and remediation standard NZS 8510 is considered best practice at 1.5 µg/100cm². This standard has been developed by a Standards Development Committee with representatives from Central Government. Most Tenancy Tribunal rulings use the Gluckman Report and refer to methamphetamine levels below 15 µg/100 cm² being unlikely to give rise to adverse health affects. Currently most Tenancy Tribunal decisions are based on the Gluckman Report.

Currently if a landlord has a property with meth contamination it will be very difficult proving who caused this if a pre-tenancy meth test has not been undertaken. Each insurance company is currently taking their own approach and we recommend that you look at your insurance policy wording.

Notice Periods

Fixed Term Tenancy

At the end date of a fixed term the tenancy converts automatically to a periodic tenancy unless both parties agree otherwise. The tenant and landlord can negotiate another fixed term tenancy or the tenant can give 28 days notice for any reason to end the tenancy.

Fixed-term tenancies can only be changed if the landlord and all the tenants agree. Any agreement should be in writing and should include what's been agreed to. Both the landlord and tenants should keep a copy of this. The landlord may charge a fee for the tenants ending the fixed-term early. These fees should only be their actual and reasonable costs, for example, the cost to advertise for new tenants.

Periodic Tenancy

When a fixed term tenancy of 90 days or more expires the tenancy automatically rolls over into a periodic tenancy and the RTA (1986) and RTA Amendment Act (2020) regulations apply.

If the tenant doesn't want it to become a periodic tenancy, they need to give 28 days' notice before the expiry date of the fixed term.

If the landlord doesn't want it to become a periodic tenancy, they need to give a reason for ending the tenancy and provide notice based on the requirements of that reason. The reasons are the same as for ending a fixed term tenancy.

Notice Periods to End Tenancy

Since 11 February 2021 the provision allowing landlords to terminate a tenancy without cause, by providing 90 days' notice, no longer applies. Termination grounds are available to landlords under a periodic tenancy. Key examples of this are, but are not limited to:

14 days' notice

- The tenant physically assaults the landlord or family member.

A landlord will be able to issue a 14-day notice to terminate the tenancy if the tenant has assaulted the landlord, the owner, a member of their family, or the landlord's agent, and the police have laid a charge against the tenant in respect of the assault.

63 days' notice

- The landlord or their family member requires the property to live in within 90 days of terminating the tenancy and will live in the premises for a minimum of 90 days.

90 days' notice

- The premises are to be put on the market by the owner within 90 days after the termination date for the purposes of sale or other disposition.
- The owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession.
- The landlord or owner has acquired the premises to facilitate the use of nearby land for a business activity. That fact is clearly stated in the tenancy agreement, and the premises are required to be vacant of residential tenants to facilitate that use.
- The premises are to be converted into commercial premises for at least 90 days by the landlord or owner.
- Extensive alterations, refurbishment, repairs, or redevelopment of the premises are to be carried out by the landlord or owner, and it would not be reasonably practicable for the tenant to live there while the work is being done. The work must begin, or material steps towards it are to be taken, within 90 days after the termination date.
- The premises are to be demolished and the demolition is to begin, or material steps towards it are to be taken, within 90 days after the termination date.

The following situations would require the notice period to be determined by the Tenancy Tribunal and your property manager would act on your behalf:

- The landlord issues three separate notices for antisocial acts in a 90-day period.
- The landlord issues three separate notices for late rent (5 working days +) in a 90-day period.
- The landlord will suffer greater hardship than the tenant, if the tenancy continues.

Family violence

Tenants experiencing family violence will be able to withdraw from a tenancy without financial penalty. They must give two days' notice, along with appropriate evidence of the family violence e.g. a protection order or a police safety order.

If they are the sole tenant the tenancy will end, however, if co-tenants remain in the property, they will pay a proportionally reduced rent rate for a period of two weeks, before rent returns to its normal rate.

Landlord Obligations

The Residential Tenancies Act 1986 sets out a framework that all landlords and tenants must adhere to when entering into any tenancy agreement.

Landlord's obligations are to:

- Make sure the rental home is a lawful premises for residential use
- Provide the premises in a reasonably clean and tidy state before the tenant moves in
- Keep the premises in a reasonable state of repair
- Ensure all locks are working and the property is reasonably secure
- Comply with all building and health and safety requirements relating to the property
- Not interfere with the supply of gas, power, water, telephone, or other services to the premises unless it is necessary for maintenance or repair, or to prevent danger
- Ensure there are working smoke alarms installed, the right type in the right places in line with regulations
- Provide adequate water collection and storage for premises without reticulated water supply
- Write and advise the tenant if they decide to sell the property and obtain the tenant's consent before showing the property to real estate agents, buyers or prospective tenants
- Pay the tenant back for any urgent work the tenant has paid for (as long as the tenant can prove they tried to tell the landlord about the problem before getting it fixed and the tenant didn't cause it on purpose or by being careless)
- Keep rent and bond records for seven years after the tax year to which they relate. Also keep copies of all documentation relating to the rental home during the tenancy and for 12 months after it ends.

A landlord can:

- enter the rental home in an emergency without informing the tenant
- enter the rental home at other times if the tenant freely allows
- test for meth while tenants are living there, after giving 48 hours' notice before entering the property and telling the tenant what is being tested for. A landlord must provide the test results in writing to the tenant within seven days of receiving them

A landlord must not:

- rent out premises they know have been contaminated and which have not been decontaminated
- ask for more than four weeks' rent as bond
- ask for more than two weeks' rent in advance, or ask for more rent to be paid before it is due
- increase rent more frequently than once in 12 months after the date of the commencement of the tenancy or 12 months after the date on which the last rent increase took effect
- inspect the property more than once in every four weeks, except to check on work they've asked the tenant to do to remedy a breach of the tenancy agreement
- interfere with the tenant's peace, comfort and privacy
- interfere with the supply of gas, water, electricity or telephone unless to avoid danger or to enable maintenance or repairs
- refuse to allow a tenant to make a minor change to the property (although the landlord can decline in certain circumstances, as specified in the Act). The landlord may impose reasonable conditions on their consent

- decline a request from a tenant to install fibre broadband if it can be installed at no cost to them, unless one of the reasons in the Act applies
- advertise or offer the rental properties with no rental price listed, or invite or encourage bids for rent
- change the locks unless the tenant agrees
- unreasonably decline a request to assign a tenancy if a tenant wants to sublet or assign the tenancy to someone else
- evict a tenant (this needs a possession order enforced by the District Court)
- take the tenant's belongings as a security for money owed at any time during or after the tenancy or refuse to hand back belongings left behind at the end of the tenancy (provided the tenant pays any actual and reasonable storage costs)

Tenant's Obligations

A tenant must:

- pay the rent on time (the tenant should not withhold rent even if they think the landlord is breaching the tenancy agreement)
- keep the property reasonably clean and tidy
- tell the landlord as soon as possible about any damage or anything that needs to be fixed
- replace smoke alarm batteries – if they're older style alarms with replaceable batteries- during their tenancy to keep them in working order and advise the landlord if there are any problems with the smoke alarms
- fix any damage they or their visitors cause on purpose or by being careless, or pay for someone to fix it (if liable). If tenants damage a rental property as a result of careless behaviour, they are liable for the cost of the damage up to four weeks' rent or the insurance excess, 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, whichever is lower
- pay for all charges that are exclusively attributable to the tenant's occupation of the premises, for example telephone, electricity, gas and internet
- pay for water if the water supplier charges on the basis of consumption
- make sure the number of people living in the property does not exceed the amount the tenancy agreement allows (this does not include people visiting for a short time)
- give 28 days' notice to leave (if on a periodic tenancy)
- let the landlord show prospective tenants, real estate agents, buyers or valuers through the property in a way that suits the landlord and tenant
- leave at the end of the tenancy and:
 - take away all their belongings
 - leave the property reasonably clean and tidy
 - give back all keys, access cards and garage door openers
 - leave everything the landlord owns

The tenant is also:

- liable for the cost of careless damage for up to four weeks' rent or the landlord's insurance excess, whichever is lower. Tenants on income related rents are liable for up to four weeks' market rent or the excess, whichever is lower

Tenants must not:

- stop the landlord coming into the rental home when the Act says they can
- remain at the property after the tenancy has ended
- disturb the peace, comfort or privacy of other tenants and neighbours with anti-social or threatening behaviours, or allow anyone else who is in the rental home with their permission to do so
- damage, or let anyone the tenant has allowed on the premises damage the property, whether it be on purpose or carelessly
- renovate the building, change it or attach anything to it unless this is in the tenancy agreement or the landlord agrees in writing
- interfere with any means of escape from fire – for instance by removing or disconnecting a smoke alarm
- transfer the tenancy to someone else, unless the landlord agrees in writing
- threaten or assault, or permit any other person to threaten or assault, the landlord, or any member of the landlord's family, or any agent of the landlord, or another building occupant or neighbour
- do anything illegal at the property or let anyone else do anything illegal
- change the locks without asking the landlord first

8. End of Tenancy

What does the tenant have to do when they leave?

The tenant must:

- move out by the date the landlord has given them in a written notice
- pay the rent up to the last day of the tenancy
- leave the property reasonably clean and tidy
- remove any rubbish by the last day of the tenancy
- remove their belongings
- give the landlord all keys, access cards and garage door openers
- leave behind anything that belongs to the landlord

If the tenant doesn't do all these things, the landlord can ask us for some or all of the bond.

Getting the bond back

When a tenancy ends, ideally the landlord and tenant will be able to agree on how much of the bond should be paid out. Your property manager will use the property inspection report completed at the start of the tenancy to help determine if there has been any damage. The landlord can't ask the tenant to pay for normal wear and tear to the property or chattels.

When we have agreed what will happen with the bond, the landlord and tenant will complete a Bond refund form. If it is agreed that the tenant owes some money for damage or overdue rent, we write this on the form and it is signed by the tenant and the landlord, e.g. if a bond is \$600 and both agree the cost of window repairs is \$150, on the bond refund form we will write pay landlord \$150.00 and pay tenant \$450.00

What happens if the landlord and the tenant can't agree?

Your Proppy property manager will apply to the Tenancy Tribunal as soon as possible.

What happens when only one of the tenants moves out?

Sometimes, when there are multiple tenants on the same tenancy agreement, just one tenant leaves and the other tenants stay on. If the landlord agrees, the new tenant can simply 'take over' the old tenant's share of the bond. We will complete a change of tenant form and send it Tenancy Services, this does not change the tenancy agreement. A new tenancy agreement should be drawn up to include any new tenants.

What happens if you want to sell the property?

Scenario 1

The landlord sells the property to a buyer who is happy to continue renting it out to the existing tenants, and will take over the tenancy as the new landlord.

The landlord details on the tenancy agreement need to be updated, as well as the details on the bond record held by Tenancy Services (if there is a bond). Contact details should be exchanged between the new landlord and tenants, this will be taken care of by the property manager. The conditions of the tenancy are not affected in this scenario.

Scenario 2

Selling a tenanted property where the buyer wants the property to be vacant

The landlord sells the property to a buyer who wants the property to be vacant when the sale settles. This must be a requirement of their unconditional agreement for the sale of the property.

If the current tenants are on a periodic tenancy, the landlord must give at least 90 days' written notice to end the periodic tenancy so that the property will be vacant for the buyer on settlement. This may affect the settlement date for the property sale.

If the current tenants are on a fixed-term tenancy that was granted on or **after 11 February 2021**, the landlord can end the tenancy on expiry (or later) with 90 days' written notice if the sale of the property has a requirement that the landlord gives the purchaser vacant possession.

If the fixed-term tenancy was granted **before 11 February 2021**, the landlord can end the tenancy on expiry in accordance with the rules that were in place before the February 2021 law changes.

A fixed-term tenancy cannot be ended early by the landlord or tenant, unless the tenant agrees in writing to end it. If the tenant doesn't agree, the property must be sold with the tenant and tenancy in place.

Scenario 3

Selling a tenanted property with vacant possession already decided

If a landlord puts the property on the market, they must tell the tenant in writing. They could also choose to let the tenant know before they put it on the market. A tenant may not react well to a real estate agent arriving unexpectedly on their doorstep. Landlords should consider delivering the letter to the tenant in person so it can be discussed face to face. This is also a good time to talk about accessing the property for any preparations that need to take place.

Access to the property

Landlords must get the tenant's permission before entering the house to take photos. The tenant can refuse to allow photographs of their personal possessions.

Landlords must also get the tenant's permission to show potential buyers through the house, as well as professionals like a registered valuer, real estate agent or building expert.

Tenants can't unreasonably refuse access, but they can set reasonable conditions. They may:

- limit access to certain days and times of the week
- refuse open homes and auctions at the property.

Tenants can insist that the property be shown to potential buyers by appointment only. They can also ask for a temporary rent reduction in return for permitting open homes (the landlord does not have to grant this). Tenants have the right to be present at the home at all times, including during open homes. Communication and negotiation are important. Once everyone has agreed to a schedule of access, put it in writing and make sure it's signed by everyone involved.

After the sale has taken place

The landlord must tell the tenant who the new owner is and when they'll take over. The landlord should also provide the new owner with a copy of the tenancy agreement.

Once a new owner takes possession of the property, they must tell the tenant:

- their name
- their contact details and an address for service
- how to pay the rent (e.g. the new bank account number).

The old landlord's interest in the bond will pass to the new landlord. This means that the old landlord can no longer claim any bond, unless they do so before the date of settlement (or date of possession, if this is earlier). Landlords should seek independent advice to make sure any claim to the bond will not affect the sale agreement.

If Tenancy Services holds the bond, both the old and new landlords must send in a completed change of landlord/agent form.

Covid 19 Alert Level Restrictions

Alert Level 4

- At Alert Level 4, tenants should stay in their current rental properties. Tenants can only move house within an area at Alert level 4 if:
 - required to do so by a court order (including a Tenancy Tribunal Order)
 - if they need to use a temporary or emergency home, for example, if they need care while sick or to seek refuge from family violence or
 - they are required by law to move for the purposes of detention or to move to a different place of residence that is determined for example by the Police or New Zealand Parole Board.
- Tenants can move house outside an Alert Level 4 area if:
 - a court order specifically outlines they must move to a home or place of residence that is outside of the Alert Level 4 area or
 - they are required by law to move for the purposes of detention or to move to a different place of residence that is determined for example by the Police or New Zealand Parole Board.
- If the tenancy is due to end during the Alert Level 4 period, we will talk to the tenants and you about extending the tenancy until the Alert Level changes. For example:
 - If a fixed-term tenancy is due to expire during Alert Level 4, landlords and tenants could agree to either renew or extend the fixed-term tenancy, or convert the tenancy to a periodic tenancy.
 - If the landlord or tenant has given notice and a periodic tenancy is due to terminate during Alert Level 4, the landlord and tenant could agree that the tenancy will be extended. Remember that tenants may need extra time to find a new tenancy once the Alert Level has changed.
 - If a tenant remains in a property after the tenancy was due to end they need to continue to pay the rent.
- We will talk to you and the tenants who have signed new tenancy agreements that are due to start during Alert Level 4 to reach an agreement. For example, you may agree to postpone the start date of the tenancy so the tenant doesn't have to pay rent before they are able to move in. You could also agree to a rent reduction perhaps in conjunction with the tenant's current landlord to share the cost/loss evenly between the different parties.
- Landlords should also remember if they are unable to provide the new tenants with the property then generally rent should not be charged for that period of time.

Rent

- Tenants may experience financial stress during Alert Level 4 if they can't work. Landlords should consider postponing rent increases if possible. Tenants are encouraged to talk to us as soon as possible if there are going to be any issues around paying rent.

Property inspections and maintenance

- Property inspections and/or visits to the property cannot go ahead during Alert Level 4. We can carry out a virtual inspection, with agreement from the tenant.

- For maintenance, at Alert Level 4 we can hire a tradesperson to carry out repairs if there is an immediate risk to health and safety.
- Non-urgent repairs and maintenance can't happen during Alert Level 4.

Disputes

- We will encourage tenants to talk to us to try to come up with a solution together. Where this is not possible, Tenancy Services will continue to accept and process applications for the Tenancy Tribunal or mediations at Alert Level 4.
- During Alert Level 4 there will be no face-to-face hearings or mediations. Where possible, hearings or mediations will take place over teleconference. If this is not possible, the hearing or mediation will be rescheduled.
- If there is a hearing or mediation scheduled during COVID-19 Alert Level 4, Tenancy Services will be in contact, by phone, email or text, to let us know what this means for you.

Alert Level 3

Moving house

- Tenants who live in an Alert Level 3 area can move house to an area at the same Alert Level.
- Friends and family can't help tenants move at Alert Level 3, unless they are already part of their bubble.
- If tenants are moving house within an area at Alert Level 3 it is recommended they carry documents to show their travel is permitted for example a tenancy agreement.
- Tenants can only move house from an area at Alert Level 3 to an area at Alert Level 2 if they are:
 - moving house on a permanent or long-term basis because they are either starting new employment, attending tertiary education or purchasing or renting a new principal home or place of residence
 - leaving to return to their permanent home
 - required to do so by a court order or
 - required by law to move for the purposes of detention or to move to a different place of residence that is determined for example by the Police or New Zealand Parole Board.
- Tenants moving from an area at Alert Level 3 to an area at Alert Level 2, must carry evidence of a negative COVID-19 test result administered no more than 72 hours before departure from an area at Alert Level 3.
- Tenants moving into an area at a different Alert Level must legally have documents on them to show that they are moving house. For example, a tenancy or sales agreement or proof of address
- Moving companies can assist with a move within an area at Alert Level 3 or between areas at different Alert Levels (following appropriate public health measures).

Property inspections

- In-person inspections of rental properties can take place with the tenant's consent, we must ensure public health measures are followed, including physical distancing, record keeping and mask wearing requirements.
- We will discuss and agree with you whether in-person inspections are necessary. Tenants who have genuine concerns about access into their home during this time are encouraged to discuss their concerns with their property manager. If the inspection is not urgent, landlords and tenants may agree to postpone the inspection to a later date.
- Virtual inspections are an option if the tenants agree.

- At the end of the tenancy, the property manager and tenant can do the final property inspection together if both parties agree, following public health guidance on physical distancing, record keeping and mask wearing. Alternatively, the tenants can take photos of the property's condition before leaving.

Property maintenance

- We will talk to the tenant and get their consent before doing any maintenance.
- Tradespeople may enter people's homes to do any repair or construction work, however public health measures must be followed, including physical distancing and record keeping for contact tracing purposes. Tradespeople must wear face masks.
- We will discuss and agree on access requirements with the tenant for any repair or construction work.
- Tenants who have genuine concerns about access into their home during this time are encouraged to discuss this with their property manager. For example, if they or someone they care for are at higher risk from COVID-19.
- If the maintenance or repairs are not urgent, we will discuss having the work completed at a later date with the tenant.
- We will advise the tenant not to agree to maintenance if anyone in the household is unwell or self-isolating.

Property viewings

- Open homes and auctions cannot take place in person. They can take place remotely, but if an agent needs to be at the property then they will need the tenants' consent.
- In-person viewings can happen as long we have the tenants' consent and public health measures are followed, including physical distancing, record keeping and mask wearing. At property viewings, a QR code must be prominently displayed or by near the main entrance so people can record their visit. Only one household should visit the property at once.
- If the property being viewed is tenanted, we will need approval from the tenants and viewings should only occur when the tenants are not at the property.
- No one from a different Alert Level can attend in-person viewings.

Disputes

- We will encourage tenants to talk to us to try to come up with a solution together. Where this is not possible, Tenancy Services will continue to accept and process applications for the Tenancy Tribunal or mediations at Alert Level 3.
- During Alert Level 3 there will be no face-to-face hearings or mediations. Where possible, hearings and mediations will take place over teleconference. If this is not possible, the hearing or mediation will be rescheduled.
- If there is a hearing or mediation scheduled during COVID-19 Alert Level 3, Tenancy Services will be in contact, by phone, email or text, to let you know what this means for you.

Alert Level 2

Moving house

- Tenants in an Alert Level 2 area can move house between areas that are at Alert Level 2.
- Tenants can move house from an area at Alert Level 2 to an area at Alert Level 3 if they are moving to their main home or place of residence. You do not need to get tested when crossing the boundary one-way.

- Tenants must legally carry documents with them to show that you are moving house to help explain your travel. This could be a tenancy or sales agreement or proof of address.
- You are only permitted to travel through an area at Alert Level 3 (eg from an area at Alert Level 2, through an area at Alert Level 3, to get to a property in an area at Alert Level 2) for the following reasons:
 - If a tenant is relocating on a permanent or long-term basis.
 - If a tenant is arranging or carrying out the relocation (including to inspect the property or a potential property).
 - If the tenant is required by law to move for the purposes of detention or to move to a different place of residence that is determined for example by the Police or New Zealand Parole Board.
 - If a tenant is required to move due to a court order (including a Tenancy Tribunal order).

A tenant may, so far as reasonably practicable, travel through an area at Alert Level 3 without stopping. A tenant does not need to get tested when crossing the boundary through an area at Alert Level 3, if you do so in one trip.

- Tenants must legally have documents on them to show that they are moving house through an area at Alert Level 3, for example, a tenancy or sales agreement or proof of address. Find out more about the evidence you will need to provide on the [Unite against COVID-19 website](#).
- Moving companies can assist with a move within an area at Alert Level 2 or between areas at different Alert Levels (following appropriate public health measures).

Property inspections

- In-person inspections of rental properties can take place. During inspections, physical distance should be maintained and hygiene measures followed. Records should be kept for contact tracing purposes.

Property maintenance

- Maintenance can occur. Public health measures must be followed, including physical distancing, record keeping and mask wearing.
- The property manager must get the tenants' consent before doing any maintenance.

Property viewings

- Open homes and in-person viewings are permitted in an area at Alert Level 2 with the tenant's consent. Public health measures must be followed, including physical distancing, record keeping and mask wearing.
- At property viewings and open homes, a QR code must be prominently displayed at or near the main entrance so people can record their visit.
- Only tenants who live in an Alert Level 2 area will be able to view a property in an Alert Level 2 area.

Disputes

- We will encourage tenants to talk to us to try to come up with a solution together. Where this is not possible, Tenancy Services will continue to accept and process applications for the Tenancy Tribunal or mediations at Alert Level 2.
- Tenancy Tribunal hearings and mediation will be operating in-person (following the appropriate Alert Level health and safety requirements) and remotely by telephone at Alert Level 2.
- If you have a face to face Tenancy Tribunal hearing or mediation scheduled during Alert Level 2 and there is a change Tenancy Services will be in contact, by phone, email or text, to let us know what this means for you.

Alert Level 1

There are no additional restrictions on moving house, property viewings (including open homes) or maintenance and inspections at Alert Level 1.

Due to loss of employment income, some tenants may experience issues paying their rent. Tenants who can't pay their rent are advised to tell their property manager straight away and be honest about the situation. Landlords and tenants may agree to a temporary rent reduction if tenants are having difficulty paying rent during the COVID-19 Alert Level restrictions.

Healthy Homes Compliance

From 1st July 2021 all rental properties must meet specific and minimum requirements in respect of heating, insulation, ventilation, draught stopping, moisture ingress and drainage. Landlords are required to report these details within any tenancy agreement.

All private rentals must comply with all healthy homes standards, including the heating standard, within 90 days of any new or renewed tenancy on or after 1 July 2021, with all private rentals complying by 1 July 2024.

Heating

Landlords must provide one or more fixed heaters that can directly heat the main living room to a minimum of 18°C. The heater(s) must be acceptable types and must meet the minimum heating capacity required for your main living room.

Tenancy Services provide a heating tool to assist in calculating the heating requirements for the living room in a rental property: <https://www.tenancy.govt.nz/heating-tool/>

Insulation

Insulation requirements are measured by R-value. R-value is a measure of resistance to heat flow. The higher the R-value, the better the insulation. Depending on location, ceiling insulation needs to meet minimum R-values, or existing ceiling insulation needs to be at least 120mm thick. Underfloor insulation needs a minimum R-value of 1.3.

Here is the Tenancy Services tool to see if your property meets health homes standards (note there are exemptions in some cases to these standards):

<https://www.tenancy.govt.nz/maintenance-and-inspections/insulation/insulation-tool/>

Ventilation

Rental homes must have openable windows in the living room, dining room, kitchen and bedrooms. Kitchens and bathrooms must have extractor fans. Mould and dampness caused by poor ventilation is harmful for tenants' health as well as landlords' property. The ventilation standard targets mould and dampness in rental homes.

Here is the Tenancy Services tool to see if your property meets health homes standards for ventilation:

<https://www.tenancy.govt.nz/healthy-homes/ventilation-standard/ventilation-tool/>

Moisture

Rental properties must have efficient drainage for the removal of storm water, surface water and ground water. Rental properties with an enclosed sub-floor space must have a ground moisture barrier.

Moisture can be a large source of dampness in a home. This dampness can lead to poor health outcomes for tenants and can be destructive to the quality of a house.

For more information on moisture ingress and drainage standards follow the Tenancy Services link:

<https://www.tenancy.govt.nz/healthy-homes/moisture-and-drainage-standard/>

Draughts

Landlords must make sure the property doesn't have unreasonable gaps or holes in walls, ceilings, windows, skylights, floors and doors which cause noticeable draughts. All unused open fireplaces must be closed off or their chimneys must be blocked to prevent draughts.

Draughts increase the likelihood of lower temperatures in houses and can make it more expensive for a tenant to heat their home.

For more information on the draught stopping standards follow the Tenancy Services link:

<https://www.tenancy.govt.nz/healthy-homes/draught/>

From 11 July 2021 all rental properties must meet each of the five healthy homes requirements when any new or renewed tenancy agreement is signed.

If a property does not yet meet any standard(s), it must do so within 90 days of the tenancy start date. Landlords who fail to meet the standards by that deadline can face significant financial penalties.

From 1 July 2024 a rental property must comply with all five healthy homes standards regardless of the circumstances (e.g a long-term tenant has been in the property prior to 11 July 2021).

As at 1 July 2019, landlords must keep records of all documents which show how they are complying with the healthy homes standards.

The level of detail, calculations and data that is required to be held on each standard is significant. We highly recommend landlords consider obtaining a professional healthy homes assessment to ensure this is done properly and to prevent the risk of future penalties (as your property manager we are happy to organise this on your behalf).

Relevant documents could include:

- Code compliance certificate
- Records of calculations of a living room's required heating capacity, including a printout from the heating assessment tool
- Certificate of acceptance
- Receipts and invoices from builders or tradespeople
- Receipts for any building materials and/or elements
- Photographic evidence of compliance
- Records of work from building practitioners or independently qualified persons
- A professional evaluation performed by a licenced building practitioner, independent qualified person or any other relevant professional
- Product manuals/schedules for devices installed for the purpose of compliance with the standards
- Any other documents/records that will reasonably show compliance.

These records must be able to be provided on request– for example, from the Tenancy Tribunal, or the Tenancy Compliance and Investigations Team. Landlords are committing an unlawful act if they don't supply the records within 10 working days of the request.

Smoke Alarm Compliance

Working smoke alarms or detectors are compulsory in all rental homes. New smoke alarms must be photoelectric and have a long battery life, or be hard-wired.

Smoke alarms must be installed:

- within 3 metres of each bedroom door, or in every room where a person sleeps
- in each level or story of a multi-storey or multi-level home
- in all rental homes, boarding houses, rental caravans, and self-contained sleep-outs.

All new smoke alarms must:

- be photoelectric
- have a battery life of at least eight years, or be hard-wired
- installed according to the manufacturer's instructions
- meet international standards.

Existing smoke alarms do not need to be replaced if they are working and have not passed the expiry date.

Landlords must ensure smoke alarms:

- are working at the start of each new tenancy
- remain in working order during the tenancy

Tenants must:

- not damage, remove, or disconnect a smoke alarm
- replace dead batteries during the tenancy if there are older-style smoke alarms with replaceable batteries
- let the landlord know if there are any problems with the smoke alarms as soon as possible.

Landlords can enter their rental home to comply with smoke alarm requirements. They must give 24 hours' notice and entry must be between 8am and 7pm.

If landlords don't meet their obligations, they could face financial penalties of up to \$7,200. If tenants don't meet their obligations they could face financial penalties of up to \$4,000.

We highly recommend that landlords consider the use of an annual smoke alarm service provider to ensure your obligations are always being met. Providers will annually check that your smoke alarms are in working order.

Frequently Asked Questions

What is market rent?

Market rent is what a willing landlord might reasonably expect to receive and a willing tenant might reasonably expect to pay for the tenancy. It must be comparable to the rent charged for other properties of a similar type, size and location. Tenancy Services website has a section on current market rents for different parts of the country which is updated monthly. If a landlord is charging significantly more than other similar properties, the Tenancy Tribunal could make an order for it to be reduced.

Can the landlord put the rent up?

Yes, but the landlord cannot increase the rent within 12 months after the date of the commencement of the tenancy or after the date on which the last increase took effect. The landlord must provide at least 60 days' written notice of the rent increase. In a fixed-term tenancy, the rent can only increase if this is written in the tenancy agreement. Other situations where the rent may be increased is if the landlord has:

- substantially improved the premises, or
- increased or improved facilities or services, or
- if both parties have consented to vary the agreement to the tenant's advantage.

In these situations the tenant has to agree to the rent increase. If the tenant does not agree to the rent increase, the landlord may apply to the Tenancy Tribunal for an order increasing the rent.

What is a rent reduction?

Sometimes landlords and tenants agree to a rent reduction for a fixed period of time or until the occurrence of an event, like the installation of a heat pump. During this time the tenant is entitled to pay a lower rent. After this time, the rent will revert back to its normal rate. This is not considered to be a rent increase.

Letting fees and key money

Landlords or their agents can't ask tenants for key money, which is money to grant them a tenancy (which isn't rent or bond). Letting fees cannot be charged to tenants.

What is key money?

Key money is generally prohibited under the Act. This is any sum of money that a landlord demands from a tenant to grant them a tenancy (it is separate from rent and bond).

Why conduct property inspections?

Doing a property inspection at the start of the tenancy can help prevent any problems that may occur when the tenancy ends. The landlord and tenant should do this together before the tenant moves in and write down what the stove, the carpet, and chattels (such as the curtains) are like. Check walls and paintwork and look at the outside too. Make sure anything that is old or damaged is written down.

As an extra safeguard, make sure you record the condition of the rental home with a digital camera. If damage is written down when a tenancy starts, a tenant can't be blamed for it when they move out. It is also easy to see if there is any new damage. Many landlords use the 'property inspection report' that comes with the tenancy agreement.

Can the landlord make the tenant clean the property up or fix something they've damaged?

If the landlord thinks the tenant can fix the problem, they can issue a 14-day Notice to remedy to the tenant to remedy the problem. A sample Notice to remedy can be found on our website tenancy.govt.nz. If the tenant doesn't fix the problem, the landlord can ask the Tenancy Tribunal for an order to make them do the work. If the problem is very serious, the Tribunal can end the tenancy.

What does the tenant do if they want the landlord to fix something?

The law says the tenant must tell the landlord as soon as possible if something breaks down or goes wrong. The best way to solve problems is to talk about them with your landlord and see if you can sort it out together. If this doesn't work, issue a Notice to remedy giving the landlord a reasonable timeframe to fix the problem.

A reasonable timeframe depends on what needs to be repaired, the availability of parts, time to organise insurance (if applicable), and the availability of suitable tradespeople in the area to undertake the work (if needed). A tenant should consider these matters and any urgency when deciding how long they will give the landlord to carry out the work. A temporary solution may work until all these matters can be worked through by the landlord.

If the landlord does not carry out the work and fix the problem then a tenant can apply to the Tenancy Tribunal seeking a work order with the option to use rent to undertake the work if the landlord does not comply. If the tenant wants the Tenancy Tribunal to end the tenancy, for example when they are on a fixed-term, then the notice to remedy must provide the landlord with a reasonable period of notice, which can be no less than 14 consecutive days, to fix the problem. In some situations, it may be reasonable to provide the landlord with more than 14 days' notice.

You must allow for any applicable service times, for example when posting or emailing the notice.

Can my tenant install Fibre broadband?

Tenants can request to install fibre broadband at a rental property and landlords must agree, if it can be installed at no cost to the landlord. Tenants are responsible for any ongoing costs related to the fibre service.

Landlords can decline a fibre broadband request, however, only if specific exemptions apply e.g. the installation may breach Body Corporate rules, or risks compromising the weathertightness or character of the property.

What can the tenant do if the problem is serious or urgent?

If the problem is likely to hurt people or damage anything, the tenant must tell the landlord about it. If the tenant tries to get in touch with the landlord but can't, they can get the problem fixed themselves. They can then ask the landlord to pay them for the repairs. If the landlord doesn't pay, the tenant can ask the Tenancy Tribunal for help.

Can the landlord tell the tenant to leave because the tenant has complained?

Sometimes a landlord will tell a tenant to leave because they have told the landlord or Tenancy Services about a problem. This could be retaliatory notice, which is not allowed under the Act. A tenant can apply to the Tenancy Tribunal if they believe the landlord has given such notice. The Tribunal will determine whether the notice is lawful (the notice was given on legitimate terms) or can order the notice be overturned.

If you would like further information about the Tenancy Tribunal process please contact your property manager or visit the Tenancy Services website.

Does the landlord have to tell the tenant they're selling the property?

Yes, they must tell the tenant, or anyone who wants to rent the home, in writing if they are trying to sell it. Landlords have the right to show buyers through the property with the consent of the tenant, which should not be unreasonably withheld.

When a property is sold, the former landlord must tell the tenant who the new owner is and when they take over. The new owner must tell the tenant their name, how to get in touch with them and how the tenant must pay the rent, for example, the new bank account number.

When the property is sold, the original landlord's interest in the bond will pass to the new landlord. If the original landlord wants to make a claim against the bond they will need to do so before the date of settlement (or date of possession, if earlier).

Are there special rules for mortgagee sales?

When a mortgagee or new owner takes over the tenancy they will have the same rights as a landlord under the Residential Tenancies Act, with one exception. If there is a fixed-term tenancy in place, the bank or mortgagee can give notice as if it was a periodic tenancy with some exceptions. The tenant also has the right to terminate a fixed-term tenancy as if it were a periodic tenancy if a mortgagee takes possession. The tenant's and new landlord's other rights all stay the same.

Can the landlord refuse to rent to someone?

A landlord can't base their decision on who to rent to or whether to continue a tenancy based on things like a person's marital status, gender, age, religion or colour. A landlord also can't say no because the person doesn't have a job or receives a benefit. If this does happen, the prospective tenant can apply to the Tenancy Tribunal or the Human Rights Commission for discrimination.

What happens with tenants' belongings if they leave them behind?

The law sets out some rules for the handling of abandoned goods.

- The landlord can immediately dispose of foodstuffs and perishable goods, but they must make a reasonable attempt to contact the tenant to arrange collection of all other abandoned goods
- If the goods remain uncollected, the landlord should make all reasonable efforts to assess the market value of the goods, and:
 - immediately dispose of any goods (except for personal papers) where the cost of removing, storing and selling the goods would be more than the proceeds of sale
 - if the value of the goods is more than the cost of removing and storing the goods, then the landlord must store the goods for at least 35 days, after which time, the goods may be sold at a reasonable market price.
- The landlord must securely store any personal papers left by the tenant. Personal papers unclaimed after 35 days may remain in storage or else must be handed to Police. If handed to the Police, the landlord must obtain a receipt for them.
- The tenant may claim any stored goods at any time prior to disposal, on payment of reasonable storage and disposal costs

- The landlord may deduct removal, storage and disposal costs from sale proceeds. The remaining funds must be paid to Tenancy Services
- The landlord may apply to the Tenancy Tribunal for those funds to be paid to the landlord to cover other money owed to the landlord (such as rent, damage, or cleaning costs)
- At any stage, the landlord may apply to the Tenancy Tribunal for an order on how to deal with the goods.