

Answers to your questions about renting



Welcome to the residential rental housing market.

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

It tells you about:

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

www.tenancy.govt.nz | 0800 TENANCY (0800 836 262)



Information sheet

T100 05/16

Tenancy information

Information, and help for landlords and tenants

Tenancy Services can tell you about the legal rights and responsibilities of landlords and tenants as set out in the Residential Tenancies Act 1986. We provide dispute resolution services, including mediation, to help landlords and tenants solve problems.

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

Some common questions

When do the RTA changes come into effect?

The RTA changes are due to take effect from 1 July. To see how these will potentially affect you, go to our website.

Do I need a written tenancy agreement?

Yes. A written tenancy agreement is required for all tenancies. Both landlord and tenant are entitled to a copy. Standard tenancy agreement forms are available free from our website, or you can buy them from major bookstores.

Are there different types of tenancy agreements?

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

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

A fixed-term tenancy automatically becomes a periodic tenancy at the end of the term unless either party gives a notice that says they want the tenancy to finish at the end of the fixed-term. A periodic tenancy is one that continues until either the tenant or the landlord gives written notice to end it.

What is a bond?

A bond is money that a landlord can ask a tenant to pay as security. The bond can be an amount up to the value of four weeks' rent.

What happens to the bond?

The law requires that a landlord who takes a bond must lodge it with us within 23 working days of receiving it. *Bond lodgement forms* are available from our website.

If the tenancy is a boarding house tenancy and the bond is 1 week's rent or less then the landlord does not have to lodge it with us but must provide the tenant with a receipt.

At the end of the tenancy, the bond money will be refunded to the tenant, provided the rent has been paid in full and there are no damage claims. The landlord may get some or all of the bond money if rent is owed or the tenant has caused damage to the property.

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

www.tenancy.govt.nz | 0800 TENANCY (0800 836 262)

How much rent can be charged in advance?

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

I think my landlord is charging too much rent. What can I do?

If tenants think their rent is substantially higher than other similar local tenancies, they can apply to the Tenancy Tribunal for an order that reduces the rent to a level that's in line with market rents. Market rent data is available on our website. You can also use our subscription service on our website to receive the latest market rent statistics by email.

What notice should be given for a rent increase?

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

The rent cannot be increased more than once every 180 days (about 6 months) from either the start of the tenancy or the last rent increase.

What is the required notice to end a tenancy?

Notice cannot be given on a fixed-term tenancy early. For periodic tenancies, a tenant must give 21 days' written notice, unless the landlord agrees in writing to a shorter time. If the landlord gives notice, and the tenant wishes to leave before the termination date of that notice, then the tenant must still give 21 days' written notice. The landlord must give 90 days' written notice in most cases. However, they are permitted to give 42 days' written notice if the:

- property has been sold with vacant possession
- premises are needed for the owner or the owner's family to live in
- property is normally used as employee accommodation and is needed again for that purpose, and this is included in the tenancy agreement.

If the tenancy is provided as part of the tenant's employment, special provisions for notice may apply.

Who does repairs and maintenance?

Landlords must maintain the premises. Tenants are responsible for any damage that they, or their guests, cause – either intentionally or carelessly. Tenants must notify their landlord immediately if something needs to be repaired.

Do landlords and tenants have any other rights and obligations?

Yes, the law also covers discrimination, rent receipts, quiet enjoyment, the sale of premises, the landlord's right of entry, locks, and abandonment of premises. All this is covered on our website.

Information sheet

All about tenancy bonds

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

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

All bond forms are available on www.tenancy.govt.nz, or by calling 0800 737 666.

Lodging the bond

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

- 1. Make the cheque payable to Tenancy Services**

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

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

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

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

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

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

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

Paying bond by instalments

If you are paying the bond by instalments, a bond number will be printed on the acknowledgement of your first payment. Please make sure that you quote this bond number on each *Bond lodgement form* that you use for later instalments or partial payments.

Change of tenant or landlord

When there is a change of tenant, the new tenant's details must be sent us. If at least one of the original tenants remains in the property, you can complete a *Change of tenant form*. If all the original tenants move out, send a completed *Bond refund form*. Make sure you put your bond number on the form.

When there is a change of landlord, the new landlord needs to complete a *Change of landlord form* and send it to us. Make sure to include both the new and previous landlord's names and signatures, and the bond number.

Landlord leaving the country for more than 21 days

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

If you lose or forget your bond number

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

Bond refunds

If you submitted the bond using the Bonds Online form, then To ensure the bond is refunded promptly, please ensure you:

- 1. Provide a bank account number on the *Bond refund form***
Refunds are by direct credit.
- 2. Put the bond number on the *Bond refund form***

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

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

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

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

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

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

We may need to contact you for more information.

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

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

Transferring the bond to a new property

When you move out of a property, your bond money can be transferred to a new tenancy if the old landlord agrees to release the bond. If you want to transfer your bond money, complete a *Bond transfer form* (ensure the previous bond number is listed on the form).

The new landlord should ask the tenants for the *Bond transfer form* (signed by the tenants and the old landlord) and then send this into us.

For tenancy information visit our website www.tenancy.govt.nz or call 0800 TENANCY (0800 836 262).

Bond lodgement form

TenancyServices

All sections of this form must be completed to enable smooth processing of information, payment and future refunds.

1 Bond number

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

--	--	--	--	--	--	--	--	--	--

2 Address of the rented property (rooming accommodation: include room number)

Postcode									

--	--	--	--	--	--	--	--	--	--

Property ID (if known)

3 Details of dwelling

--	--	--	--	--	--

Date tenancy started

--	--	--	--	--	--	--	--	--	--

Weekly rent

--	--	--	--	--	--	--	--	--	--

Total bond

--	--	--	--	--	--	--	--	--	--

Payment enclosed

Room ☐ Boarding house room ☐ Bedsit/flat ☐ House/townhouse ☐ Apartment ☐

--	--	--	--	--	--	--	--	--	--

Number of bedrooms

4 Landlord details Email will be the first point of contact if provided.

Are you a first time landlord? Yes ☐ No ☐

Landlord ID

--	--	--	--	--	--	--	--	--	--

Full name(s) or trading name

() Day phone

() Evening phone

() Mobile phone

Address for service (An address for service is explained on the back of this form)

Street address

--	--	--	--	--	--	--	--	--	--

Postcode

Email

Signature(s)									
Date									

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

5 Tenant 1 details Print full name and bond contribution below. Email will be the first point of contact if provided.

--	--	--	--	--	--	--	--	--	--

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

() Day phone

() Evening phone

() Mobile phone

Alternate address for service (An address for service is explained on the back of this form)

Use this address for my main contact details at all times? ☐

Street address

--	--	--	--	--	--	--	--	--	--

Postcode

Email

Signature									
Date									

By signing this form you agree that the information you have provided is true and correct. Please turn over for more tenant details



5 Tenant 2 details

Print full name and bond contribution below. Email will be the first point of contact if provided.

<input type="text"/>		() Day phone
<input type="text"/>		() Evening phone
<input type="text"/>		() Mobile phone

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Alternate address for service (An address for service is explained below)

Use this address for my main contact details at all times? ☐

Street address		Signature Date <table><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						
<input type="text"/>								
Postcode								
Email								

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

5 Tenant 3 details

Print full name and bond contribution below. Email will be the first point of contact if provided.

<input type="text"/>		() Day phone
<input type="text"/>		() Evening phone
<input type="text"/>		() Mobile phone

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Alternate address for service (An address for service is explained below)

Use this address for my main contact details at all times? ☐

Street address		Signature Date <table><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						
<input type="text"/>								
Postcode								
Email								

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

Please print clearly using a black or blue ink pen.
If you need to add more tenants, please use the "Additional tenants bond lodgement" form and attach it to this form.

Privacy statement

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

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

The information you supply will not be used for any other reasons unless permitted under the Privacy Act 1993 (e.g. with your consent or for a directly related purpose). The information may also be provided to third parties where it is required or permitted by the law. The information you supply will be provided to all parties named in your form or on the bond record. You can access or correct your personal information held by us at any time.

Property ID number

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

Landlord ID number

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

Address for service

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

Tenants address for service: We will use your email address for communication and as an address for service. If we need to contact you at a street address during your tenancy we will use the address of the rented property or the address you give us. A new address for service is required after the tenancy has ended.

Landlords address for service: A physical address is required. An email address is preferred as the primary means of communication. If we need to contact you at a physical address regarding this tenancy we will use the address for service you provided.

Payments

If paying online, please go to www.tenancy.govt.nz. If paying by cheque please send this form and cheque to: Tenancy Services, PO Box 50 445, Porirua 5240. Please make the cheque payable to: **Tenancy Services.**

Any questions?

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

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

Ki te mea he pātai āu mō tēnei puka, kei te pīrangi pāroango rānei mō te moni here (bond), waea koreutu 0800 737 666, whakapā rānei ki a mātou i te īmēra www.tenancy.govt.nz/about-tenancy-services/contact-us
'A iai ni fesili e uiga i lenei pepa pe mana'omia fo'i nisi fa'amatalaga e uiga i le tupe fa'amau (bond), fa'amolemole telefoni mai i le numera 0800 737 666, pe feso'ota'i mai ile emeli www.tenancy.govt.nz/about-tenancy-services/contact-us

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

If you have questions about your rights and obligations when renting call our tenancy advice freephone: 0800 TENANCY (0800 83 62 62).

Additional tenants bond lodgement form

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

5**Tenant 4 details** Print full name and bond contribution below. Email will be the first point of contact if provided.

		\$
--	--	----

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

()
Day phone
()
Evening phone
()
Mobile phone

Alternate address for service (An address for service is explained on the back of this form)

Use this address for my main contact details at all times? ☐

Street address	
	Postcode
Email	

Signature							
Date	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						

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

5**Tenant 5 details** Print full name and bond contribution below. Email will be the first point of contact if provided.

		\$
--	--	----

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

()
Day phone
()
Evening phone
()
Mobile phone

Alternate address for service (An address for service is explained on the back of this form)

Use this address for my main contact details at all times? ☐

Street address	
	Postcode
Email	

Signature							
Date	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						

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

5**Tenant 6 details** Print full name and bond contribution below. Email will be the first point of contact if provided.

		\$
--	--	----

Are you a first time tenant? Yes ☐ No ☐ Birth date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

()
Day phone
()
Evening phone
()
Mobile phone

Alternate address for service (An address for service is explained on the back of this form)

Use this address for my main contact details at all times? ☐

Street address	
	Postcode
Email	

Signature							
Date	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						

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

Additional tenants bond lodgement form

Please print clearly using a black or blue ink pen.

Privacy statement

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

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

The information you supply will not be used for any other reasons unless permitted under the Privacy Act 1993 (e.g. with your consent or for a directly related purpose). The information may also be provided to third parties where it is required or permitted by the law. The information you supply will be provided to all parties named in your form or on the bond record. You can access or correct your personal information held by us at any time.

Address for service

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

Tenants address for service: We will use your email address for communication and as an address for service. If we need to contact you at a street address during your tenancy we will use the address of the rented property or the address you give us. A new address for service is required after the tenancy has ended.

Landlords address for service: A physical address is required. An email address is preferred as the primary means of communication. If we need to contact you at a physical address regarding this tenancy we will use the address for service you provided.

Payments

If paying online, please go to www.tenancy.govt.nz. If paying by cheque please send this form and cheque to: Tenancy Services, PO Box 50 445, Porirua 5240. Please make the cheque payable to: **Tenancy Services**.

Any questions?

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

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

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

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

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

If you have questions about your rights and obligations when renting call our tenancy advice freephone: 0800 TENANCY (0800 83 62 62).

Information sheet

T127 09/14

A pre-letting checklist for landlords

Things to do before renting your property

- ☐ Establish the market rent for your property -
- ☐ Decide the wording for your advertisement -
- ☐ Complete maintenance or repairs needed -
- ☐ Open a separate bank account for the rent -
- ☐ Check your insurance policy -
- ☐ Get a *Pre-tenancy application form*
- ☐ Get a *Residential Tenancy Agreement*
- ☐ Get a *Bond lodgement form*
- ☐ Set up tradesperson for repairs -
- ☐ Enroll in a credit check company -
- ☐ Consider joining a local property investors association -

For tenancy advice and information visit our website www.tenancy.govt.nz or call 0800 TENANCY (0800 836 262).

www.tenancy.govt.nz | 0800 TENANCY (0800 836 262)

Pre-tenancy application form

Please complete this form to apply for the tenancy at the address below. The information you provide is for applying for this tenancy and may be used for a credit and reference check.
Your privacy is protected under the Privacy Act 1993.

Tenancy details		
Property address:		
Commencement of tenancy:	Date:	/ /
Applicant details		
Full name:	Date of birth:	/ /
Phone number:	Mobile phone:	
Email:		
Current address:		
How long have you lived there?	Years:	Months:
Please state why you are leaving this address:		
Identification		
Please provide photo identification, such as your driver's licence.		
Driver's licence number:	Version no. (if applicable)	
<i>NB: Provision of this number is voluntary and will only be used to verify your identity and for carrying out a credit check</i>		
Car/vehicle registration number:		
Make and model:		
Alternative form of ID:		
Emergency contact		
Name:		
Address:		
Phone number:	Mobile phone:	
Email:		

Current landlord's details

If you are currently renting, please provide your landlord's name and contact details.

Landlord's name:

Phone number:

Mobile phone:

Email:

May I contact this person for a reference?

Yes / No

(Please circle)

References

Please provide two referees that I can contact. Referees can be a friend, co-worker, your employer or someone who knows you well.

One of your referees should be able to provide a reference about your creditworthiness. If you have already provided your current landlord's details, only one additional referee is needed. Please let these people know I may be contacting them for a reference.

Referee name 1:

Phone:

Email:

Referee name 2:

Phone:

Email:

Signature

I authorise the Landlord/Property Manager to:

- collect, retain and use this information for the purpose of assessing my creditworthiness and suitability for the tenancy; and
- disclose information about me, whether collected from me directly or from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit report (which will involve the credit reporting agency providing information about me to the Landlord/Property Manager).

I understand that the credit reporting agency:

- may hold my information on their credit reporting database and use it for providing credit reporting services, and they may disclose my information to their subscribers for the purpose of credit checking or debt collection; and
- as part of providing a credit report, may check the Ministry of Justice fines database for any overdue fines I may have.

Signed by:

Date signed:

Under the Privacy Act 1993, you have the right to ask for a copy of all information held about you, and have the right to request the correction of any incorrect information.

Residential Tenancy Agreement

**This tenancy agreement has been approved
for use by The Office of the Tenancy Tribunal.**

This is a legally binding contract.

Visit **www.tenancy.govt.nz** or call us for free information on **0800 836 262**.

► www.tenancy.govt.nz ► 0800 TENANCY (836 262)

Residential Tenancy Agreement

This tenancy agreement has been approved for use by The Office of the Tenancy Tribunal.

HOW TO USE THIS AGREEMENT

1. **This is a legally binding contract.**
2. All tenancy agreements must be in writing. A separate form of tenancy agreement for use for a Boarding House Tenancy is available on our website.
3. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy. If the property is a Unit Titles property, a copy of the most recent Body Corporate rules must be attached to this agreement.
4. This agreement must be completed in full and the tenant and landlord each keep a copy.
5. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 2 and 3 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
6. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
7. Landlords are now required to sign a statement disclosing details of any insulation in the property.
8. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
9. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
10. The parties must record their full names correctly.
11. If a bond is paid, a Bond Lodgement Form must also be completed.
12. Bonds must be lodged with Tenancy Services within 23 working days of being paid. This can be done online.
13. Parties to tenancy agreements are subject to the provisions of the *Privacy Act 1993*. Any information provided on this agreement shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.
14. The tenant may be required to pay any letting fee or other charge for services provided by any solicitor or letting agent relating to the granting of the tenancy.
15. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit www.tenancy.govt.nz or call us for free information on **0800 836 262**.

OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the *Residential Tenancies Act 1986* and amendments for the complete provisions.

Tenants and landlords! If you have problems, talk to each other. If you can't sort it out, talk to us. We can help you sort it out. www.tenancy.govt.nz, **0800 TENANCY (0800 836 262)**

1. Agreement

- › Each party should keep a copy of this tenancy agreement.
- › Changes in the particulars of either party must be notified to the other party within 10 working days.
- › The agreement must contain a statement, signed by the landlord, about the insulation in the property.
- › This contract may not be enforceable against a tenant under the age of 18 (a minor). The *Minors Contracts Act 1969* may apply.

2. Contact details

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

3. Rent

- › Landlords shall not require rent to be paid more than 2 weeks in advance, nor until rent already paid has been used up.
- › 60 days' written notice must be given for rent increases.
- › Rent shall not be increased within 180 days of the start of the tenancy or the last rent increase.
- › Also for rent to be increased in a fixed-term tenancy, it must be stated in the tenancy agreement.
- › Receipts must be given immediately if rent is paid in cash.

4. Bond

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

5. Landlord's responsibilities

- › Provide and maintain the premises in a reasonable condition.
- › Allow the tenant quiet enjoyment of the premises.
- › Comply with all building, health and safety standards that apply to the premises.
- › Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations.
- › Landlords need to have working smoke alarms installed in all their residential rental homes. Any replacement alarms installed after 1 July 2016 (other than hard-wired systems) need to have long life batteries and a photoelectric sensor.
- › Comply with all requirements in respect of insulation imposed on the landlord by regulations. All residential rental homes are required to have ceiling and underfloor insulation that meets minimum standards unless they meet one of the exceptions. This will apply from 1 July 2016 for landlords of income-related tenancies and 1 July 2019 for all other landlords.
- › Pay rates and any insurance taken out by the landlord.*
- › Not seize the tenant's goods for any reason.
- › Inform the tenant if the property is on the market for sale.
- › Not interfere with the supply of any services to the premises.
- › If the landlord is in breach of these responsibilities, the tenant(s) can apply to the Tenancy Tribunal.
- › Appoint an agent and notify the tenant and Bond Centre of the agent's details whenever leaving New Zealand for more than 21 consecutive days.

*Tenants may be immune from claims by landlords where they or their guests caused careless damage to the property but the landlord's insurance covers the damage.

6. Tenant's responsibilities

- › Pay the rent on time.
- › Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- › Seek information from the Ministry of Business, Innovation and Employment (0800 83 62 62).
- › Use the premises principally for residential purposes.
- › Pay all electricity, gas, telephone, and metered water charges.
- › Replace batteries in smoke alarms as required.
- › Not damage or permit damage to the premises, and to inform the landlord of any damage.
- › Not disturb the neighbours or the landlord's other tenants.

- › Not alter the premises without the landlord's written consent.
- › Not use the property for any unlawful purpose.
- › Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- › At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.
- › If a maximum number of occupants is stated in the tenancy agreement, not exceed that number.

7. Rights of entry

The landlord shall enter the premises only:

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

8. Subletting and assignment

If not expressly prohibited by the landlord, the tenant may sublet or assign with the landlord's prior written consent.

Consent may not be unreasonably withheld unless subletting or assignment is totally prohibited by this agreement.

9. Locks

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

10. Notice to terminate tenancy

(NB: This does not apply to fixed-term tenancies. Notice requirements for fixed-term tenancies are contained in the main body of this agreement.)

In all cases, the tenant must give the landlord 21 days' notice in writing.

The landlord may give 42 days' notice in writing – and must state the reason for termination if:

- › the landlord has an unconditional agreement to sell the premises with vacant possession; or
- › the premises are required as the principal place of residence for the owner or any member of that owner's family; or
- › the premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

In other cases, the landlord must give 90 days' notice in writing.

11. Termination by Tribunal

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

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

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

12. Mitigation of loss

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

13. Unit Title Property

The landlord must promptly notify the tenant of any variations to Body Corporate rules affecting the premises.



LANDLORD DETAILS

Name(s)

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

Physical address for service

Email

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

Phone

(Mobile)

(Hm)

(Wk)

Other contact address(es)

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

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

TENANT DETAILS

Name(s)

Identification

☐

Drivers licence

☐

Passport

☐

Other

Write ID Number:

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

Physical address for service

Email

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

Phone

(Mobile)

(Hm)

(Wk)

Other contact address(es)

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

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

☐

Yes

☐

No

TENANCY DETAILS

Address of tenancy

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

Rent per week \$

To be paid

☐

in advance

Frequency (tick one)

☐

weekly

☐

fortnightly

Bond amount \$

Rent to be paid at

Or into Bank Account No.

Account name

Bank

Branch



The landlord and tenant agree that:

1. The tenancy shall commence on the _____ day of _____ 20_____ .

2. **Strike out one option:**

This is a periodic tenancy and may be ended by either party giving notice as required under the *Residential Tenancies Act 1986*

OR

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

NB: Fixed-term tenancies automatically become periodic upon expiry of the fixed-term unless either party gives the other written notice of their intention not to continue with the tenancy. That notice must be given no more than 90 days, and no less than 21 days, before the end of the fixed-term. If the landlord grants the tenant a right to renew the fixed-term, they should state this below under Number 4. The tenant may exercise this right by informing the landlord in writing no less than 21 days before the end of the fixed-term.

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

The tenant shall not assign or sublet the tenancy **without the landlord's written consent**.

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

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

LANDLORD'S STATEMENT ABOUT INSULATION

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises and other matters. For more information about insulation requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, please see page 2 and www.tenancy.govt.nz.

1. Has any insulation been installed in the ceilings, floors or walls of the premises:

☐ **Yes** (Please complete section 2)

☐ **No** (Please fill in the below if you are the landlord of an income-related rent tenancy)

The landlord of an income related rent tenancy must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

2. Please describe below the extent and location of insulation, product type and condition of the insulation. Please provide documentary evidence and attach to this agreement if necessary. It is recommended that the landlord also show the tenant the locations of insulation in addition to this written statement.

Location of insulation: ☐ Floor ☐ Ceilings ☐ Walls* (Please tick all that apply)

Your statement about insulation should include:

- › Where the insulation is, its type (and R rating if known) and condition.
- › If you have been unable to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.
- › This includes if you have been unable to determine all of this information.
- › Landlords of income-related rent tenancies that have existing insulation that does not meet requirements, must explain in the space below how they intend to comply with insulation requirements by the 90th day after the commencement of the tenancy, or explain the circumstances giving rise to an exemption.

*Note that wall insulation is not a compulsory requirement and landlords can leave the box for wall insulation unticked if they are unsure whether or not the property contains wall insulation.

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

By signing below I confirm the above statement is true and correct. I understand that income-related rent tenancies (those provided by social housing and community housing providers) must meet insulation requirements from 1 July 2016 (unless exempt), but have 90 days after the start of the tenancy to comply. I understand that all other tenancies only have to comply with insulation requirements from 1 July 2019 (unless exempt).

Signed by

Date signed

LANDLORD

Signatures

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

The landlord and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on pages 2 and 3 of this agreement. This is a legally binding contract.

Signed by

Date signed

LANDLORD

Signed by

Date signed

TENANT

Signed by

Date signed

TENANT

PROPERTY INSPECTION REPORT

This report is intended to help avoid disputes

This should be used to record the condition of the property at the start of the tenancy.

The landlord (L/L) and the tenant (T) should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

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

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

Smoke alarms

Landlords must have working smoke alarms installed in all rental premises. These must meet the requirements in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016, set out below. A landlord who fails to comply is committing an unlawful act and may be liable for a penalty of up to \$4,000.

Landlord – please confirm you have met at least these minimum legal requirements before you rent the premises :

- ☐ There is at least one working smoke alarm in each bedroom **or** within three metres of each bedroom's door – this applies to any room a person might reasonably sleep in.
- ☐ If there is more than one storey or level, there is at least one working smoke alarm on each storey or level, even if no-one sleeps there.
- ☐ If there is a caravan, sleep-out or similar, there is at least one working smoke alarm in it.
- ☐ None of the smoke alarms has passed the manufacturer's expiry or recommended replacement date.
- ☐ All new or replacement smoke alarms, installed from 1 July 2016 onward, are long-life photoelectric smoke alarms with a battery life of at least eight years or a hard-wired smoke alarm system, and meet the product standards in the Residential Tenancies (Smoke Alarms and Insulation) Regulation 2016.
- ☐ All the smoke alarms are properly installed by the landlord or their agent in accordance with the manufacturer's instructions.
- ☐ All the smoke alarms are working at the start of the tenancy, including having working batteries.

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

List of furniture and chattels

Provided by the landlord

Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by _____ Date signed _____
LANDLORD

Signed by _____ Date signed _____
TENANT

Rent and Bond Receipt

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

Water Meter Reading

For use if charging for water

At start of tenancy _____

Signed as received _____

Information sheet

Keeping accurate rent records

Landlords should ensure they keep accurate rent records. The spreadsheet below is an example of the information landlords should record.

If landlords apply to the Tenancy Tribunal to collect rent arrears, they should bring rent records, bank statements and rent books from the start of the tenancy to the Tribunal hearing.

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

Example - rent summary from start of tenancy

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

Totals "C" minus "D" = Balance ("F")

Rent summary from start of tenancy

Tenant name:

Address:

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

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

Information sheet

T109 05/16

Rent arrears – information for landlords

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

When is rent in arrears?

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

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

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

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

If your tenant cannot pay all the rent due, encourage them to pay what they can rather than miss the whole rent payment. It may be helpful to come to an agreement with your tenant about how they will pay the arrears and put the

agreement in writing. Make sure you and the tenant both sign the agreement and keep a copy.

It can be much harder to sort out missed rent with a tenant after the tenancy has ended, so keeping the tenancy going is the best way to collect unpaid rent.

What is a 14-day *Notice to remedy*?

A 14-day *Notice to remedy* is a letter that alerts the tenant (or landlord) to an issue and gives them 14 days to fix it.

If your tenant's rent is in arrears, you should give them a *Notice to remedy* telling them the amount of rent in arrears and giving them 14 days to pay. You can find examples of letters you can use on our website.

Make sure you keep a copy of the letter.

Can I apply to the Tenancy Tribunal for help?

Yes, if your tenant's rent is **less than 21 days in arrears**, you can apply to the Tenancy Tribunal after sending your tenant a 14-day *Notice to remedy*, alerting them to the rent arrears. You can apply to the Tenancy Tribunal before the *Notice to remedy* expires.

You can ask that the tenancy continues while rent arrears are repaid. Or, you can ask for an order to:

- end the tenancy if the arrears are not paid
- release the bond if the arrears are not paid.

If your tenant's rent is **more than 21 days in arrears**, you can apply to the Tenancy Tribunal and ask for the arrears to be paid. You do not need to send a 14-day *Notice to remedy* to your tenant.

You can ask the Tribunal to give an order to:

- end the tenancy if the arrears are not paid
- release the bond if the arrears are not paid.

A landlord of a boarding house can end a tenancy without having to apply to the Tenancy Tribunal. If the landlord has given at least 10 days' notice to the tenant requiring rent to be paid, and if the rent remains unpaid within that period, the landlord can then terminate the tenancy on 48 hours further written notice.

How do I apply?

The easiest way to file an application is to do it online.

www.tenancy.govt.nz/disputes/tribunal/making-an-application/ and pay the \$20.44 application fee with a Visa or MasterCard.

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

- PO Box 50546, Porirua 5240

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

If you have given your tenant a 14-day *Notice to remedy*, make sure you include a copy of the

notice with details on the application form, including:

- when the *Notice to remedy* ends
- the date it was given to the tenant
- how it was given (for example, by post or by hand).

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

Once we have received your application, we will try to resolve the dispute by mediation. Most mediations take place via phone. Make sure you include all contact information that you have for yourself and your tenant so we can communicate with you both effectively.

What happens in mediation?

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

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

For more information about mediation, see our website.

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

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

What if I want to withdraw my Tenancy Tribunal application?

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

For tenancy information visit our website www.tenancy.govt.nz or call 0800 TENANCY (0800 836 262).

Information sheet

T129 05/16

Landlord contact details sheet

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

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

You can also include details for your preferred plumber, electrician, glazier or any other tradesperson for emergency repairs.

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

www.tenancy.govt.nz | 0800 TENANCY (0800 836 262)



Date:

Tenant's address:

Dear

Contact details

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

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

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

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

Kind regards

Landlord

Information sheet

14-day Notice to Remedy

Here are two examples of letters you could send to your tenant to help resolve a problem.

- **14-day Notice to Remedy – rent arrears (T135)**

Use this letter if your tenant is behind with the rent.

- **14-day Notice to Remedy – all other breaches (T136)**

Use this letter if your tenant breaches their - tenancy agreement or the Residential - Tenancies Act 1986. -

These letters can be downloaded from our website: www.tenancy.govt.nz

www.tenancy.govt.nz | 0800 TENANCY (0800 836 262)



Date:

Tenant's name:

Tenant's address:

Dear

Tenancy at:

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

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

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

Please pay \$..... by/...../..... (at least 14 days from but not including today*) (the
Payment Date.

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

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

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

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

Yours sincerely

Delivery:

Date: / /

By (tick):

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

Date:

Tenant's name:

Tenant's address:

Dear

Tenancy at:

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

..... -
..... -
..... -

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

..... -
..... -
..... -

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

Please contact me if you have any questions.

Phone: Mobile:

Email:

Address:

Yours sincerely

Delivery:

Date: / /

By (tick):

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

Information sheet

T142 06/16

Selecting tenants

Selecting tenants is an important process, and should be approached in a methodical way. A casual chat with a prospective tenant may give you a feel for their suitability as a tenant, and while this is important, some landlord insurance policies require landlords to demonstrate their tenant selection process when making a claim.

It is helpful if you:

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

Assessing prospective tenants: when to interview?

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

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

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

- answering any questions they have
- asking if the property suits their needs and if they are interested in living there

- setting your expectations about the tenancy (eg, the date the tenancy can begin, bond required, frequency of rent payments, etc).

Planning an interview

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

Some useful steps are:

1. Explain that you want to find out more about the tenant and answer any questions they may have. You might want to let them know that you ask all your prospective tenants to complete a *Pre-tenancy application form* and that you may want to conduct a reference and credit check.
2. Ask questions from your key selection criteria list. This might include questions about:
 - the last two places they rented and why they moved
 - are they working
 - the specifics of your tenancy agreement (eg, fixed-term or periodic tenancy, maximum number of occupants, if pets are allowed, who will be responsible for mowing the lawns, etc)
 - their renting history – have they been involved in any disputes?
3. This is a good time to ask the possible tenant if they know what their standard responsibilities as a tenant are– paying rent, advising the landlord of maintenance and

repairs needed, and keeping the premises reasonably clean and tidy.

4. Let the possible tenant know if you have specific terms you want to add into the tenancy agreement (eg, no pets, responsibility for maintaining lawns, etc) and ask if they have any concerns about their ability to comply with those terms.
5. Make sure you have all the information you need, check that you have consent to run a credit check, and let the prospective tenant know that you will contact them soon to let them know if they have been selected.

Selection criteria – using the tools to make an informed decision

To help you select a tenant, you can:

- review the *Pre-tenancy application forms*
- evaluate the results of the reference check
- evaluate the results of the credit check
- search for the prospective tenants on www.tenancytribunal.govt.nz; a website that lists Tenancy Tribunal orders dating back for the last three years.

This information, along with your impression of the prospective tenant, will help your selection process.

Information sheet

T143 05/16

Conducting a reference check

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

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

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

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

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

Tip: Never hand over the keys until all your checks are done and legal requirements fulfilled.

What to ask a referee

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

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

- advise you of repairs or maintenance issues?
- return calls promptly?
- keep the premises reasonably clean and tidy?

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

- Did the tenant ever get into rent arrears? If so, what did they do about it?

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

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

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

Need more information?

For tenancy advice and information visit our website www.tenancy.govt.nz or call 0800 TENANCY (0800 836 262).

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Information sheet

T144 05/16

Conducting a credit check

Landlords should have a process for selecting tenants. Choosing the best tenant includes checking their credit history, which can be done easily as long as you get the potential tenant's permission first.

How to conduct a credit check

1. Get consent

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

When you collect personal information about a potential tenant you need to be aware of your obligations under the Privacy Act. For more information see www.tenancy.govt.nz

2. Choose a credit check agency

- You can do an internet search to find a listing of credit checking agencies.
- You will need to become a subscriber with a credit checking agency in order to be able to obtain a tenant's credit report. The cost to do this varies so check with

each agency to see what their costs are and what services they include.

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

Some landlords may consider the cost of a subscription to be too high if they're only carrying out a few credit checks each year. In these cases, a landlord may instead ask the potential tenant to request a copy of their own credit report and reimburse them the cost for doing so (once they've given a copy of the report to the landlord).

3. Request the report

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

What credit check reports contain

Reports will generally have the following information:

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

Using information in the report

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

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

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

Information sheet

T145 03/15

Conducting a property inspection during the tenancy

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

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

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

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

2. **A landlord can inspect only once in any four week period.**
3. **Inspections must take place between 8 am and 7 pm.**

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

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

This can help alert you to imminent maintenance issues.

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

What to do if something shows up in the inspection

Tenants must notify their landlord immediately if something needs to be repaired – but sometimes this does not happen and the landlord discovers a repair or maintenance issue during an inspection.

A tenant is responsible for any damage they or their guests cause – either intentionally or carelessly.

Tip: Always take a digital camera and the property inspection report you completed at the start of the tenancy (as part of the tenancy agreement). You can refer to the report when asking the tenant about a repair or maintenance issue. You can take photos in case the matter is disputed at a later date.

Explain the tenant's responsibilities under the agreement for the repair or damage.

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

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

Give the tenant a 14-day *Notice to remedy* advising them what needs to be fixed.

Tip: In the *Notice to remedy*, specify the work must be done on or before the end of the 14 days. You should also tell them the date that you will be back to enter the premises and inspect that the work has been done.

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

Information sheet

T147 09/14

Selecting a property manager

The nature of the relationship

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

Selecting a property manager

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

- What are your qualifications?
- Are you a specialised property manager or a real estate agent who also does property management?
- How long have you been a property manager in the area?
- Do you personally invest in the area?
- How many staff do you have?
- Are you affiliated with any particular professional body with a code of ethics?
- What are the roles of your staff? Do you have staff specifically responsible for finding good tenants?
- What resources do you have for managing property over holiday periods?
- How many properties does your business manage, and what percentage is currently vacant?

- What is the average length of time it takes to fill a vacancy in the area?
- What computer system and software do you use?
- May I see an example of a monthly reporting package?
- Have you appeared in Tenancy Tribunal cases? If so, what happened?
- What kind of insurance coverage do you have? Is there any fidelity fund coverage?

Also consider:

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

Contractual arrangements

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

When developing the property management agreement, consider the following:

- What fee structure will they charge? Does it fall within the average of 7.5 – 8.5 percent fee on rental received? What other costs does the manager expect you to pay in advance?

- How often will they report to you? What is included in the report? What is the format of reporting? Do they offer online services?
- How will the property be marketed to attract tenants? Who pays for marketing costs?
- What does their tenant selection process include?
- What facilities do they have for dealing with tenant issues, and any questions or emergencies outside office hours?
- Will they provide market rent information? Will they alert you to the need for a rent review as part of their monthly reporting services? Will they have sole discretion to impose a rent review or will they need your approval?
- How often will they inspect the property?
- What process do they follow when a rent payment is late?

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

Need more information?

For tenancy advice and information visit our website www.tenancy.govt.nz or call 0800 TENANCY (0800 836 262).

Information sheet

T139 11/14

Save time with online tools at www.tenancy.govt.nz

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

At www.tenancy.govt.nz you can:

- make a Tenancy Tribunal application online 24 hours a day and pay the \$20.44 fee with your Visa or MasterCard, or with Internet Banking
- download our standard *Residential Tenancy Agreement* form
- download versions of *Bond lodgement*, *Bond refund* and *Bond transfer forms*
- read information about your rights and obligations under the Residential Tenancies Act 1986
- download information sheets, brochures and other useful tools to help you enjoy hassle-free renting.

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

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

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