

Information sheet

Your rights and responsibilities: a quick guide

Landlords and tenants have certain rights and responsibilities when they agree to a tenancy. Some of these are listed below.

THE LANDLORD MUST:

1. - sign a Tenancy Agreement and give the tenant a copy
2. - send any bond money, including part payments, to the Ministry of Business, Innovation and Employment within 23 working days and give the tenant a receipt for any payment that is made
3. - make sure the property is clean and tidy before the tenant moves in
4. - make sure all the locks work and the property is reasonably secure
5. - maintain the property and do any necessary repairs
6. - ensure the plumbing, electrical wiring and the structure of the building is safe and working
7. - provide adequate water collection and storage for premises without reticulated water supply
8. - write and tell the tenant at least 60 days before they put the rent up
9. - take all reasonable steps to ensure tenants don't disturb any of the landlord's other tenants
10. - write and tell the tenant if they decide to put the property on the market
11. - obtain the tenant's consent before showing the property to real estate agents, buyers or prospective tenants
12. - 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)
13. in relation to a periodic tenancy:
 - give the tenant 42 days' notice to vacate the property once the sale of the property has gone unconditional, or if the owner or a member of their family needs to move in
 - otherwise, give the tenant 90 days' notice if they want the tenancy to end
14. - give 48 hours' notice to inspect the property - but not more than once every four weeks and only between the hours of 8am and 7pm (the landlord can come onto the section without giving notice, but must respect the tenant's privacy)
15. - give 24 hours' notice to do necessary repairs and do them between the hours of 8am and 7pm. Any repairs or maintenance that is not necessary, like cosmetic improvements, may be done at a mutually agreed time.

The landlord can also:

16. - enter the property in an emergency without informing the tenant
17. - enter the property at other times if the tenant freely allows.

THE LANDLORD MUST NOT:

1. - ask for more than 4 weeks' rent as bond
2. - ask for more than 2 weeks' rent in advance, or ask for rent to be paid before it is due
3. - inspect the property more than once in every 4 weeks, except to check on work they've asked the tenant to do to remedy a breach of the Tenancy Agreement
4. - interfere with the tenant's peace, comfort and privacy
5. - interfere with the supply of gas, water, electricity or telephone unless to avoid danger or to enable maintenance or repairs
6. - unreasonably refuse to allow a tenant to put up fixtures such as shelves
7. - change the locks unless the tenant agrees
8. - unreasonably stop a tenant who wants to sublet or assign the tenancy to someone else, unless it is stated in the Tenancy Agreement that the tenant cannot assign or sublet the tenancy
9. - evict a tenant (this needs a possession order enforced by the District Court)
10. 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).

THE TENANT MUST:

1. - pay the rent on time (the tenant should not withhold rent even if they think the landlord is breaching the Tenancy Agreement)
2. - keep the property reasonably clean and tidy
3. - tell the landlord as soon as possible about any damage or anything that needs to be fixed
4. - fix any damage they or their visitors cause on purpose or by being careless, or pay for someone to fix it
5. - pay for all charges that are exclusively attributable to the tenant's occupation of the premises, for example telephone, electricity, gas and internet
6. - pay for water if the water supplier charges on the basis of consumption

7. - 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)
8. - give 21 days' notice to leave (if on a periodic tenancy)
9. - let the landlord show prospective tenants, real estate agents, buyers or valuers through the property in a way that suits the landlord and tenant
10. 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 MUST NOT:

1. - stop the landlord coming into the property when the Act says they can
2. - remain at the property after the tenancy has ended
3. - disturb the peace, comfort or privacy of other tenants and neighbours, or allow anyone else at the property to do so
4. - damage, or let anyone the tenant has allowed on the premises damage the property, whether it be on purpose or carelessly
5. - renovate the building, change it or attach anything to it unless this is in the Tenancy Agreement or the landlord agrees in writing
6. - interfere with, or stop from working any means of escape from fire such as smoke alarms
7. - transfer the tenancy to someone else, unless the landlord agrees in writing
8. - 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
9. - do anything illegal at the property or let anyone else do anything illegal
10. change the locks without asking the landlord first.

UNIT TITLE PROPERTIES:

Tenancy agreements on unit title properties are subject to body corporate rules. If the property is part of a unit title development (for example, an apartment in an apartment complex):

- the Tenancy Agreement must set out a statement of any of the body corporate rules that affect the tenant. If you are a tenant and don't have a copy of the body corporate rules, it is important to ask your landlord for a copy
- the tenant must obey the body corporate rules applying to the unit title development if they affect them and ensure their guests follow the body corporate rules
- the landlord must promptly notify the tenant of any variations to body corporate rules affecting the premises. It is a good idea to attach a copy of the most recent body corporate rules to the tenancy agreement

WHERE CAN I FIND MORE INFORMATION?

For tenancy advice and information visit our website: www.tenancy.govt.nz or call 0800 TENANCY (0800 83 62 62).