Boarding houses

In a boarding house, a tenant rents a room, rather than the whole house. They share facilities such as the kitchen and bathroom with the other tenants. A boarding house is occupied, or intended to be occupied, by at least six tenants at any time.

Boarding house tenancies are different to standard tenancies

Boarding house tenancies and standard tenancies share a lot of the same requirements under the Residential Tenancies Act. However, some things apply only to boarding houses, such as the landlord being able to make house rules. A boarding house tenancy is intended to last 28 days or more.

The other difference between a boarding house tenancy and a standard tenancy agreement is that you can’t have a fixed term tenancy in a boarding house.

Landlords need to ensure they comply with their local council requirements before establishing a boarding house, including obtaining the necessary resource consents. You may need to make changes to the property to meet these requirements. You can find out more about these requirements and establishing a boarding house by contacting your local council.

Boarding house tenancy agreement

A boarding house tenancy agreement must contain the same information as a standard tenancy agreement, plus:

- whether the tenancy is intended to last for 28 days or more
- one or more telephone numbers for the landlord
- the room number that the agreement is for
- whether the room is shared by other tenants – and the maximum number of other tenants who may occupy the room
- whether the tenancy is a joint tenancy – and the names of the other people who will occupy the room
- the services (if any) to be provided by the landlord
- the name and contact address (including a phone number) of the boarding house manager (if other than the landlord)
- a description of the fire evacuation procedures.

Tenancy agreements (http://www.tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/) has more about the minimum information every tenancy agreement must contain.

Boarding house landlords can make house rules

The landlord of a boarding house is allowed to make house rules. These set out how the boarding house can be used and enjoyed, and what services will be provided. The landlord can change the rules at any time, but must give each tenant at least seven days’ written notice of the new rules.

The landlord must give the tenant a copy of the rules at the start of the tenancy, and make sure copies are displayed in the boarding house.
The house rules are not allowed to breach the Residential Tenancies Act or any other law (for example, the Human Rights Act or the Privacy Act). If a tenant believes a house rule breaches the law, they can apply to the Tenancy Tribunal. The Tribunal will decide whether the rule is allowed or not, or may tell the landlord to change the way the rule is applied. [Tenancy Tribunal](http://www.tenancy.govt.nz/disputes/tribunal/) has more about what the Tribunal does and how to make an application.

Bond can be up to four weeks’ rent

A boarding house landlord can ask for a bond of up to the equivalent of four weeks’ rent. They must give the tenant a receipt for bond straight away. The landlord must lodge the bond with Tenancy Services within 23 working days of receiving the money, unless the bond is the equivalent to one week’s rent or less.

Rent is paid weekly or fortnightly

Like a standard tenancy, rent for a boarding house tenancy is paid either weekly or fortnightly. A landlord is not allowed to ask for more than two weeks’ rent in advance. If the landlord wants to increase the rent, they must give the tenant at least 28 days’ notice in writing. The rent can’t be increased within 180 days of the beginning of the tenancy or within 180 days of the last rent increase. [Charging rent](http://www.tenancy.govt.nz/rent-bond-and-bills/rent/charging-rent/) has more about paying rent in advance.

Landlords are responsible for repairs and security

Repairs

A boarding house landlord must make sure the house is in a reasonable state of repair. It must comply with all requirements for buildings, including health and safety, under any enactment that applies. This includes supplying basic necessities such as cooking facilities, drinkable water and bathroom facilities (connected to an adequate means of heating water).

Tenants must notify the landlord as soon as possible if they discover any damage or anything that needs repairing. Tenants must not intentionally or carelessly cause any damage, or allow anyone else to do so. Tenants must not interfere with, or render inoperative, any means of escape from fire.

Security

A boarding house landlord must provide and maintain sufficient locks to ensure the house and all rooms are reasonably secure. They must also make sure tenants have access to their room and toilet and bathroom facilities at all times.

Before changing any lock or similar device, the landlord must tell every tenant who will be affected.

Tenants must not alter, add to or remove any lock or similar device.

Landlords and tenants are responsible for cleanliness

The landlord must make sure the facilities (such as the kitchen, bathroom, garden and garage) are in a reasonable state of cleanliness.

Tenants must keep their rooms reasonably clean and tidy, and in a condition that does not create a health or safety hazard.
When the landlord can enter the boarding house

The landlord is allowed to enter the boarding house at any time. However, they should have a valid reason for entering or they might interfere with tenants’ quiet enjoyment (which they’re not allowed to do).

[Quiet enjoyment](http://www.tenancy.govt.nz/maintenance-and-inspections/quiet-enjoyment/) tells you more about this.

A boarding house landlord may enter a boarding room without notice:

- if a tenant of the room agrees at, or immediately before, the time of entry
- if the landlord reasonably believes there’s an emergency, or serious risk to life or property
- to provide services that the landlord and tenant have agreed to, as long as entry meets the conditions of the agreement or house rules
- in accordance with an order from the Tenancy Tribunal.

A boarding house landlord may enter a boarding room after giving 24 hours’ notice to the tenants of the room:

- to inspect the room, if no inspection has been made within the last four weeks
- to inspect the room, if the landlord believes the tenant has abandoned the room or breached the Residential Tenancies Act (the Act) in another way
- to show the room to a possible tenant or buyer
- to fulfil their obligations under the Act
- to inspect work the landlord required the tenant to carry out, or the tenant agreed to carry out
- to show the room to a registered valuer, real estate agent, or building inspector preparing a report.

When entering a boarding room, the boarding house landlord must:

- not interfere with tenants’ property, unless it’s necessary to achieve the purpose of entry
- do so in a reasonable manner
- not use or threaten to use unauthorised force
- not stay in the room longer than necessary to achieve the purpose of entry.

It is an unlawful act for a landlord to breach any of the points above.

[Breaches of the Act](http://www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act/) has more about unlawful acts.

Ending a boarding house tenancy

**How much notice tenants and landlords must give**

A boarding house tenant can end their tenancy with 48 hours’ notice. Even though this notice doesn’t have to be in writing, it’s a good idea for tenants to put it in writing and keep a copy for themselves.

A boarding house landlord can end the tenancy as follows.

**Immediately** if the tenant has:

- caused, or threatened to cause, serious damage to the boarding house
- endangered, or threatened to endanger, people or property
- caused, or threatened to cause, serious disruption to other tenants.

With 48 hours’ written notice if:
• the tenant fails to pay overdue rent within 10 days of receiving a notice to do so
• the tenant has used, or allowed the boarding house to be used, for an illegal purpose
• the rent is overdue and the landlord considers the tenant has abandoned the room (after inspecting the room and, if possible, making contact with the tenant’s contact person).

With **28 days' written notice** in any other case.

**What the tenant must do at the end of their tenancy**

At the end of the tenancy, the tenant must:

• leave the boarding house
• remove all their private property
• leave their room in a reasonably clean and tidy condition, and remove all rubbish
• return to the landlord all keys, security or pass cards, and other such devices provided by the landlord
• leave behind all chattels (such as furniture) provided by the landlord for tenants to use.

**If a tenant abandons the boarding house**

If a tenant has overdue rent, and if the landlord believes the tenant has abandoned the boarding house, the landlord:

• may put a notice on the door of the tenant’s room advising the tenant that the landlord will enter the room 24 hours later to confirm whether or not the tenant has abandoned the tenancy
• must make all reasonable efforts to contact the contact person (if any) identified in the tenant’s tenancy agreement.

The landlord must not enter the room until at least 24 hours after putting the notice on the door.

Once the landlord has inspected the room and believes the tenancy has been abandoned, they must give the tenant a further 48 hours’ notice that the tenancy will be ended. This notice must be placed on the door of the room and include the time and date that the tenancy will end.

It is an unlawful act for a tenant to abandon the tenancy without reasonable excuse.

[Abandoned premises or goods](http://www.tenancy.govt.nz/ending-a-tenancy/abandoned-premises-and-goods/) explains what a landlord has to do with anything a tenant has left behind.

[Breaches of the Act](http://www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act/) has more about unlawful acts.

**If a tenant dies**

A boarding house tenancy ends 48 hours after the death of a sole tenant under the tenancy.

**Quiet enjoyment living in a boarding house**

If you live in a boarding house, the landlord and other tenants can’t interfere with your quiet enjoyment of the premises. You can’t interfere with other tenants quiet enjoyment either.

[Quiet enjoyment](http://www.tenancy.govt.nz/maintenance-and-inspections/quiet-enjoyment/) tells you more about this.