

In the event of a natural disaster

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If repairs are required the landlord and the tenant should discuss what needs to be done, and whether the tenant can stay in the property while repairs are underway. As a Landlord if you are undertaking repairs, think about installing insulation that meets the new requirements for insulation in rental properties.

[Read about the new insulation guidelines \(http://www.tenancy.govt.nz/maintenance-and-inspections/insulation/\)](http://www.tenancy.govt.nz/maintenance-and-inspections/insulation/)

If the tenant can stay while repairs are being done

A landlord should check with their repairer (or the Earthquake Commission, in the case of an earthquake) if it's possible and safe for a tenant to stay in a property while repair work is being done. A landlord must give 24 hours' notice if they want to come inside to inspect the builder's work.

The landlord doesn't have to provide alternative accommodation, but may be able to help a tenant find another property to move into.

If the tenant has to move out while repairs are being done

A landlord may negotiate with the tenant to move out of the property while repairs are being done. The landlord should let the tenant know how long the repairs will take, and when it's likely they'll be able to return. If the landlord asks a tenant to move out, the tenant won't have to pay rent until the house can be lived in again.

If the landlord doesn't repair the damage

If a landlord doesn't fix the problem, the tenant can apply to the Tenancy Tribunal to sort it out.

Partial destruction of premises

Where the premises are partially destroyed, or part of the premises is so seriously damaged as to be uninhabitable:

- a. the rent shall abate accordingly; and
- b. either party may apply to the Tribunal for an order terminating the tenancy, and the Tribunal may make such an order if it is satisfied that it would be unreasonable to require the landlord to reinstate the property or (as the case may require) to require the tenant to continue with the tenancy albeit at a reduced rent.

Destruction of premises

In a natural disaster, if the premises are destroyed, or are so seriously damaged as to be uninhabitable:

- a. the rent shall abate accordingly; and
- b. either party may give notice to the other terminating the tenancy.

This applies to both periodic and fixed-term tenancies.

In these circumstances, landlords need to give seven days' notice and tenants need to give two days' notice.

Renting a property with earthquake or flood damage

[Read our important information for anyone considering renting an earthquake or flood damaged property. \(http://www.tenancy.govt.nz/starting-a-tenancy/renting-affected-properties/renting-a-property-with-earthquake-damage/\)](http://www.tenancy.govt.nz/starting-a-tenancy/renting-affected-properties/renting-a-property-with-earthquake-damage/)

[Find out more about insurance and inspections following an earthquake \(http://www.tenancy.govt.nz/about-tenancy-services/news/insurance-and-inspections-after-a-natural-disaster/\)](http://www.tenancy.govt.nz/about-tenancy-services/news/insurance-and-inspections-after-a-natural-disaster/)