Repairs and damages

If something gets damaged in a rental property, or needs repairing, it’s important to know who’s responsible for fixing and paying for the problem.

Tenants must let the landlord know if something needs fixing

Tenants must tell the landlord straight away if they are aware something needs to be repaired or maintained, no matter how it happened or who caused the damage.

What the tenant’s not responsible for

The tenant is not responsible for repairs or damage arising from burglaries, natural events (such as storms, floods and earthquakes), or fair wear and tear.

Who’s responsible for fixing damage depends on who caused it

Tenants need to tell the landlord if they know of any damage or need for repairs. If the tenant does not notify the landlord as soon as possible the landlord may be able to claim some of the costs of repairing the damage from the tenant if it gets worse.

If a landlord or their property manager damages a tenant’s goods, the tenant can ask them to repair those goods, or to pay the cost of replacement or repair.

Intentional damage

If a tenant (or their invited guests) intentionally damages the landlord’s property, the tenant must tell the landlord. The landlord can ask the tenant to repair the damage, or to pay the cost of replacement or repair.

Careless damage

On 27 August 2019, new legislation took effect, which will affect tenants’ liability for damage.

If tenants or their guests carelessly damage a rental property, they are liable for the cost of the damage up to four weeks’ rent or the landlord’s insurance excess (if applicable), whichever is lower.

Tenants on income-related rents will be liable for careless damage up to four weeks’ market rent or the insurance excess (if applicable), whichever is lower.

Landlords can’t ask for or accept more than that limit.

Insurance companies can’t chase tenants on the landlord’s behalf for the cost of repairs for careless damage.

If the landlord and tenant can’t agree who should pay, either can apply to the Tenancy Tribunal.

If any damage occurs, it is for the landlord to prove that the damage is not fair wear and tear. Following this, the tenant must prove that the damage was careless (and not intentional). You should support your application by including copies of:

- relevant insurance policies
- photos of the damage
If repairs are urgent

If the state of disrepair is likely to cause injury to people or property, a tenant can have repair work done and ask the landlord to pay for it. A landlord must also pay the tenant back for any urgent repair work the tenant had to have done, as long as the tenant made reasonable attempts to let the landlord know first.

Fair wear and tear

Fair wear and tear refers to the gradual deterioration of things that are used regularly in a property when people live in it.

A tenant is not responsible for normal fair wear and tear to the property or any chattels provided by the landlord when they use them normally. The tenant is responsible for any intentional or careless damage.

An example of this would be where a stove element wears out from normal cooking. This is fair wear and tear. However, if the stove was being used to heat the kitchen and stopped working properly, this would not be considered normal use.

Examples of what is usually considered fair wear and tear are:

- flooring getting worn
- taps and washers in the kitchen, bathroom or laundry wearing out or leaking

Examples of what is not normally considered fair wear and tear are:

- burn marks or drink stains on the carpet
- drawing on wallpaper

Maintenance and repair tips for landlords and tenants

- Act as soon as you know something needs to be repaired or maintained.
- Talk to each other – discuss what should be done and when.
- If necessary, take steps to limit damage or loss before maintenance or repairs are done.
- Allow a reasonable amount of time for routine maintenance work to be completed.
- Complete work as soon as reasonably possible if the problem is urgent and likely to cause injury to people or damage to property.
- Get quotes and ensure costs are reasonable, especially if the other party will end up paying.
- Keep inconvenience for others to a minimum.
- Clean up when the repairs or maintenance are finished.
- Discuss a possible rent reduction until the repairs are completed.

Both landlords and tenants need insurance in case of damage

Insurance explains about the importance of having insurance.

Both landlords and tenants can issue 14-day notice to remedy to fix damage
If a tenant or a landlord is required to fix something but doesn’t, the other party can issue them with a 14-day notice to remedy. This gives them 14 days to get the work done.

Tenants can’t refuse to pay rent while waiting for the landlord to fix something, but can try to negotiate a temporary rent reduction with their landlord.

Download a 14-day notice to remedy below (http://www.tenancy.govt.nz/#related-content).

The Tenancy Tribunal can help resolve any problems

If either the landlord or tenant does not comply with a 14-day notice to remedy, the other party can apply to the Tenancy Tribunal for help.

Landlords can also apply directly to the Tribunal, without serving a 14-day notice to remedy first, if damage caused by the tenant is substantial.

The Tenancy Tribunal may order the party who caused the damage to repair it or pay compensation (taking depreciation into consideration). The Tribunal may even order the tenancy to be ended, no matter whether it’s a periodic or fixed-term tenancy.

Tenancy Tribunal (http://www.tenancy.govt.nz/disputes/tribunal/) has more about the Tribunal.