

Tenancy Services

Your guide to good renting For tenants and landlords



MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT
HĪKINA WHAKATUTUKI

Te Kāwanatanga o Aotearoa
New Zealand Government

Tenancy Services



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Ministry of Business, Innovation and Employment (MBIE) Hīkina Whakatutuki – Lifting to make successful

MBIE develops and delivers policy, services, advice and regulation to support economic growth and the prosperity and wellbeing of New Zealanders.

More information

More information about the topics covered in this booklet can be found on our website: tenancy.govt.nz

Disclaimer

This document is a guide only. It should not be used as a substitute for legislation or legal advice. The Ministry of Business, Innovation and Employment is not responsible for the results of any actions taken on the basis of information in this document, or for any errors or omissions.

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Further information

This is a general guide. For more detailed information see the Tenancy Services website: tenancy.govt.nz

Who is a tenant?

A tenant is someone who rents a house or a room from a landlord.

Sometimes a few people rent a house and live together, so they all sign the tenancy agreement and become tenants together. Sometimes a tenant signs a tenancy agreement to rent a room in a home with other tenants.

Tenants are responsible for the tenancy and for meeting their responsibilities under the Residential Tenancies Act 1986 (the Act). This Act is New Zealand law. It protects tenants and landlords in New Zealand by listing some rules that must be met. If these responsibilities are not met, there may be consequences.

Who is a landlord?







A landlord is someone that is renting out a property. They don't have to be a person – they can be a private company, a local council, a trust or a governmental organisation like Kāinga Ora – Homes and Communities.

Landlords might appoint an agent, for example a property manager to manage the property for them. In this case, the tenant and property manager would communicate with each other about the tenancy.

Landlords are responsible for making sure the property meets all legal requirements, and for meeting their responsibilities under the Act.











Tenant responsibilities

-  Sign a tenancy agreement.
-  Pay rent in full and on time.
-  Keep the property reasonably clean and tidy. This usually includes the lawn and garden.
-  Not interfering with the peace, comfort or privacy of the neighbourhood.
-  Tell the landlord as soon as possible when anything needs to be serviced or repaired.
-  Let the landlord or their agent enter the home to carry out repairs or inspect the property. They'll need to give you notice to do this.

Notes

Landlord responsibilities

-  Give tenants a signed tenancy agreement before the tenancy starts. This must include certain statements, for example information about the home's compliance with the healthy homes standards and insurance information.
-  Give the tenants a receipt for any bond money they have paid, and then lodge this with Tenancy Services within 23 working days of it being received. Landlords don't have to lodge the bond if it's a boarding house tenancy and the tenant has paid 1 week's rent or less as bond.
-  Collect the rent and keep accurate rent and bond records.
-  Keep copies of all documents about the tenancy as a record, and to help clear up any issues that may arise.
-  Provide the home in a reasonable state of repair and cleanliness.
-  Make sure the rental property meets all legal requirements (such as building, health, and safety requirements).
-  Provide everything promised as part of the tenancy agreement (for example, any chattels or improvements).
-  Handle and pay for repairs when something provided with the rental breaks from normal wear and tear. For example, heating in the living room, locks, extractor fans for ventilation, cooking and washing facilities and smoke alarms.
-  Comply with relevant legislation, particularly the Residential Tenancies Act and the healthy homes standards.
-  Keep up to date with law changes.



LANDLORD COMPLIANCE CHECKLIST

If you are a landlord, use our checklist to find out if you comply with minimum requirements. Search 'landlord checklist' at **tenancy.govt.nz**

Starting a tenancy

When you are renting out your property or looking for a rental, make sure

- › there are no letting fees
- › the rental price is advertised
- › you have your documents ready
- › the home meets requirements. For example, it meets requirements for the healthy homes standards.

If you're the potential tenant, ask the landlord

- › when the home is available
- › what type of tenancy it is (see the examples below under 'Tenancy agreements')
- › if the property meets the healthy homes standards. There are five standards - heating, insulation, ventilation, draught stopping, and moisture ingress and drainage. All rental properties in New Zealand must meet them by 1 July 2025, some need to meet them earlier.
- › who is responsible for bills like electricity, water, internet, and cable connections
- › if there are any other rules for the home, for example rules about pets, smoking, rubbish and recycling, or parking your car.

Check

- › the fixtures and fittings
- › that there are working smoke alarms in each bedroom or within three metres of each bedroom door and at least one on each level of the home.

Tenancy agreements

Tenancy agreements are contracts between a landlord and tenant(s).

Read the tenancy agreement carefully (including the terms and any conditions) before you sign it.

All tenancy agreements must be in writing, signed by the tenant and the landlord, and have some essential information. There are also additional statements, for example a healthy homes standards compliance statement and an insurance statement, that landlords must sign and attach to all new tenancy agreements.



TENANCY AGREEMENT EXAMPLE

To help you get it right, use our tenancy agreement tool or template. They include all the required information. Search 'tenancy agreement' at **tenancy.govt.nz**

Landlords can add extra conditions to a tenancy agreement if they relate to things that may damage the house or cause extra wear and tear.

Landlords can't add conditions that breach the law.

Examples of conditions that could breach the law include

- › requiring the rental to be cleaned by a cleaning company at the end of the tenancy
- › requiring the tenant to install smoke alarms that meet the legal requirements.

Different types of situations covered within tenancy agreements

Some tenancy agreements may have different or specific rules that apply to them.



TYPES OF TENANCIES

Learn more about the different types of tenancy agreements on our website. Search 'types of tenancies' at **tenancy.govt.nz**

Fixed-term

Fixed-term means that it only lasts for the set amount of time on the tenancy agreement. It can be renewed or extended if the landlord and tenant agree.

You cannot give written notice to end a fixed-term tenancy early, you have to come to an agreement between you both. If you agree to end it early, the landlord can charge a fee. These fees should only be their actual and reasonable costs. For example, the cost to advertise for new tenants.

Periodic

A periodic tenancy has no end date. It continues until either the tenant or the landlord gives written notice to end it.

Example: Maia and Billy have found a home they'd like to rent. The tenancy is fixed-term from 1 October 2025 to 1 October 2026. They do their research about this type of tenancy agreement. If Maia and Billy wanted to end the tenancy earlier than 1 October 2026, they couldn't just give notice to their landlord like they could with a periodic tenancy. They would need to get their landlord's agreement to end it early. Maia and Billy decide that a fixed-term would work well for them and their situation.

Short fixed-term

A short fixed-term tenancy is a fixed-term tenancy agreement that lasts 90 days or less. The tenancy agreement should have the start and end date of the tenancy.

Boarding house

These types of tenancies are sometimes advertised as shared accommodation or rooms to rent.

A boarding house is intended to have 6 tenants or more, and each boarding house tenancy is intended to last for at least 28 days.

At a boarding house, each tenant has their own agreement with the landlord to rent a single room, or a sleeping area in a room they share with other tenants. They also share facilities, for example the kitchen and bathroom.

Room-by-room

A room-by-room tenancy is where a property has 5 tenants or less. Each tenant only rents the room and has their own tenancy agreement with the landlord.

Tenants share communal areas like living rooms, kitchens, and bathrooms.

Service tenancy

This is when an employer provides accommodation for a worker to live in during their employment.

Bond

A landlord can ask tenants to pay a bond when they move into a property.

The bond is money that could cover

- › unpaid rent
- › damage to the property
- › any claim(s) relating to the tenancy.

If the tenant has looked after the rental, paid rent in full, and paid any amounts owing, they should get a refund of the bond when the tenancy ends.

The landlord must

- › give you a receipt when you pay all, or some, of your bond
- › lodge the bond with Tenancy Services within 23 working days of receiving it (unless it's for a boarding house tenancy and is 1 week's rent or less).

The maximum bond that a landlord can ask for is up to 4 weeks' rent.



Moving in

Before you move in, it's a good idea to inspect the property together with the landlord and record the condition and any damage.



FIRST INSPECTION CHECKLIST

Use our tenancy inspection template to record the condition of the property. Search 'first inspection' at **[tenancy.govt.nz](https://www.tenancy.govt.nz)**

This is a good time for the landlord to give the tenant information about the property and its fixtures and fittings. For example

- › how to keep the heater in the main living area reasonably clean and tidy
- › how to keep the ventilation system in the kitchen and bathroom reasonably clean and tidy
- › if there is anything the tenant needs to know about the lawns and garden to help keep them reasonably clean and tidy.

To help prevent problems during renting, you need to be prepared to talk to each other. By raising any issues straight away, you can help prevent problems later.

Contact details for your landlord

During a tenancy

Paying rent

Tenants must pay rent when it is due.

If you can't pay rent when it is due, contact your landlord as soon as possible. When you speak with your landlord, have a plan to discuss how you will pay what is owed.

If you come up with an agreement about this, put it in writing and make sure you both have a copy.

Rent increases and reductions

Rent can be increased by a landlord if the correct notice is given, and certain conditions are met.

For both fixed-term and periodic tenancies, landlords can only increase rent

- › 12 months after the date the tenancy started
- › provided the increase is not within 12 months from when the last increase took effect.

For fixed-term tenancies, landlords can only increase rent during the fixed-term if it says they can in the tenancy agreement.

Rent can also be reduced. This could be a temporary or permanent arrangement, and any agreement should be recorded in writing.

Inspections

Regular property inspections are important for a healthy rental and a good relationship between landlord and tenant.

They can help landlords check that everything is working well, there's no damage, and that tenants are meeting their responsibilities to keep the property reasonably clean and tidy.

Inspections can also be important for insurance – some insurance providers require the landlord to prove that regular property inspections have been done.

Landlords must give written notice before the inspection, and they must do them between certain hours.

At least 48 hours' notice is required and cannot be given more than 14 days before the inspection. The inspection can occur between 8am and 7pm.

There are slightly different rules for boarding house tenancies. At least 24 hours' notice is required. The inspection can happen between 8am and 6pm.

The tenant doesn't have to be there during the inspection, but it's a good idea for the landlord to ask if they want to be.

Access

The landlord must respect the tenant's right to the quiet enjoyment of their home. This means they must respect the tenant's peace and privacy.

Landlords can come into the home to do certain things. They must give written notice before they enter.

Landlords may need to come to the property to:

- › do maintenance or repairs
- › do work to comply with the healthy homes standards
- › do a property inspection.



WHAT LANDLORDS MUST DO BEFORE COMING INTO YOUR HOME

Landlords can come into the property, but before they do, they must give the tenant written notice. Search 'access' at tenancy.govt.nz to find out how many hours' notice is required.

Maintenance and repairs

If anything in the rental home is damaged, needs maintenance or repairs, tenants must let their landlord know as soon as possible.

Landlords must fix things in a reasonable amount of time. What is reasonable will depend on the urgency, the availability of tradespeople and parts.

The landlord is responsible for fixing and paying for anything that is damaged because of fair wear and tear.

Fair wear and tear means when things are damaged or need repair because of everyday use.

For example

- › the heater stops working
- › the tap is leaking
- › the stovetop or oven stops working.

Tenants are responsible for paying for any careless or intentional damage. For example

- › a cricket ball breaks a window
- › your child draws on the walls
- › a visitor kicks a hole in the wall.

Talk to your landlord first before trying to fix any damages, no matter how they were caused.

Changing a tenant

If there is more than one tenant on the tenancy agreement, and one or more (but not all) tenants want to leave the tenancy, they will need written agreement from the landlord and the other tenants.

If it is agreed, then you can vary the tenancy agreement by removing the tenant from the tenancy agreement or replacing them with another tenant.

It can be written in the tenancy agreement or on a separate document that is then attached to the tenancy agreement.

The variation must be signed by both the landlord and tenants and state what date it takes effect. The landlord must give the tenants a copy.



Notes

Ending a tenancy

Before you move

Giving notice

If you want to end your tenancy, it's important to understand the rules for giving notice. Giving notice means informing the other person. When you give notice to end a tenancy it must be in writing.

How much notice you must give to end the tenancy depends on the type of tenancy you have and whether you are the landlord or the tenant.



HOW MUCH NOTICE TO GIVE TO END A TENANCY

We have an easy-to-use tool that can help find the answer for you. Search 'notice tool' at **tenancy.govt.nz**

Before you move, arrange a time to do a final property inspection. If you can, it's a good idea to do one a few weeks before it ends too so you have time to sort out any issues before the move.

On moving day

Tenants should pay everything they need to and cancel or transfer any services connected to the property for example, electricity, gas or internet.

Leave the property clean and tidy, take away all the rubbish and return keys to the landlord.

Final inspection

Do this together if you can. If you can't do the inspection together, you should each do your own. It's a good idea to take photos. If possible, the final inspection should happen once the tenant has moved all their belongings out and finished cleaning the property.

Bond refund

If the inspection shows everything's in order, apply for the bond refund.

If there are outstanding costs, the tenant and landlord can agree to split the bond. Part of the bond is to be refunded to the landlord to cover their costs and the rest is refunded to the tenant. A landlord shouldn't ask a tenant to sign a blank form, and a tenant should never sign a blank form.

What to do if there are problems

If you have a dispute with your landlord or tenant, try and resolve it between yourselves.

Then you can formalise your agreement with FastTrack Resolution, or by writing it up, signing and dating it.



FASTTRACK RESOLUTION

This is a service provided by us to help landlords and tenants formalise an agreement that's been reached after a dispute. Search 'FastTrack' at **tenancy.govt.nz**

If that doesn't work, there are other options, like serving a notice to remedy, going to mediation or having the Tenancy Tribunal make a decision on the dispute.

Notice to remedy

If you believe your landlord or tenant is not meeting their responsibilities under tenancy law, and talking about it is not working, you can serve them a notice to remedy.

This is a notice that gives the other person a reasonable amount of time to fix the problem. If they don't fix it in that time, you can apply to get help from us to sort out the issue.

Examples of when you might use a notice to remedy include

- › if a landlord or tenant has not repaired or maintained something they are responsible for
- › if the tenant has not paid rent when it was due.



NOTICE TO REMEDY TEMPLATES

To help you get it right, use our notice to remedy templates. Search 'notice to remedy' at **tenancy.govt.nz**

Mediation

Mediation is a service we provide. It helps landlords and tenants talk about and solve their problems.

The mediator is there to discuss the problem, and help you come up with a workable solution. They are not there to tell you what to do and won't decide anything for you.

To use this service, you must apply. Search 'mediation' at **tenancy.govt.nz** to find out how.

Tenancy Tribunal

The Tenancy Tribunal can help you if you have an issue with a tenant or landlord that you can't solve yourself.

The Tribunal will hear both sides of the argument and can issue an order that is legally binding.

To use this service, you must apply. Search 'tenancy tribunal' at **tenancy.govt.nz** to find out how.



Notes



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