Response to request to make a change to the property

Date: DD / MM / YYYY

Dear *[enter tenant details]*

Tenancy at: *[enter tenancy address]*

I am writing in response to your request to make a change at the above rental property dated DD / MM / YYYY , as provided in sections 42, 42A and 42B of the Residential Tenancies Act 1986 (the Act).

Brief description confirming my understanding of the requested change:

Response to this request – use response option (A) OR option (B):

(A) RESPONSE – MINOR CHANGE

☐ I confirm this request is a minor change and give consent for you to make the change in accordance with any reasonable conditions I have attached.

At the end of the tenancy *(tick one)*:

☐ the property must be returned to substantially the same condition as it was before the minor change was made; OR

☐ I agree that the minor change may remain in place at the end of the tenancy

Reasonable conditions attached to this consent (if applicable):

(B) RESPONSE – NON-MINOR CHANGE

I consider the requested change is not minor due to the following reasons:

I, the landlord *(tick one)*:

☐ give consent for the non-minor change to take place in accordance with any reasonable conditions I have attached; OR

☐ need more time to consider the request but will respond within a reasonable amount of time; OR

☐ do not give consent for the non-minor change to take place. My reasons for declining your request are:

At the end of the tenancy:

If the change is a fixture, the tenant may remove the fixture from the property before the end of the tenancy, subject to section 42. The tenant must comply with any reasonable conditions attached under section 42A(2). See further notes below.

Reasonable conditions attached to this consent (if applicable):

Landlord signature:

Notes for landlord

- A response must be made within 21 days after receiving the request and the landlord must indicate in the response if they consider the requested change to be a minor change.
- Withholding consent for a requested change that is a minor change under section 42B(2) of the Residential Tenancies Act 1986 is an unlawful act. Section 42B(2) can be found on the **legislation.govt.nz** website[1].
- If the landlord considers that the change isn't minor, the landlord may extend the time for responding. The final response must be provided within a reasonable amount of time.
- If the change is not a minor change, landlords cannot unreasonably withhold their consent.
- The landlord may impose reasonable conditions on the landlord's consent.

Notes for tenant

- Any fixtures added to the property by the tenant during the tenancy may be removed by the tenant at any time before the tenancy ends, unless removal would cause irreparable damage to the property.
- Any fixture not removed before the end of the tenancy becomes the property of the landlord.
- If the landlord confirms the requested change is a minor change in their response, the tenant must return the property to substantially the same condition before the end of the tenancy, unless another arrangement is agreed, eg. the landlord agrees for the minor change to remain in place. If the tenant doesn't meet this requirement it is an unlawful act and the landlord may recover from the tenant the full costs incurred when returning the property to substantially the same condition.
- If damage is caused to the property when removing the fixture the tenant must inform the landlord immediately. The landlord can decide for the tenant to repair the damage or provide compensation for any reasonable cost to carry out the repair up to the tenant's liability limit set in section 49B of the Act

Delivery date: DD / MM / YYYY

Delivery method: (tick the applicable delivery method)

- ☐ mail *(*allow 4 extra working days)*
- ☐ placed into letterbox or attached to the door *(*allow 2 extra working days)*
- ☐ sent to an electronic address given as an additional address for service after 5pm *(*allow 1 extra working day)*
- ☐ handed to landlord or sent to an electronic address given as an additional address before 5pm on the date of the notice (the first day of the notice period will be the next calendar day)

Note: Please ensure you keep a copy of this document for your own records.

This request can only be delivered to a physical address or electronic address , email address or fax number that has been provided by the tenant as an address for service in the tenancy agreement. An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.

[1] ***https://legislation.govt.nz/act/public/1986/0120/latest/LMS451310.html***

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