

# Repairs and damages

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## 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.

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.

If damage is caused by carelessness and the damage is covered by the landlord's insurance, the tenant will not be liable for the cost of repairs, unless it was the result of an imprisonable offence. The landlord is responsible for the insurance excess costs and can not pass these costs on to their tenants.

Regardless of whether the landlord has insurance, tenants are not liable for damage caused by fire, flood, explosion, lightning, storm, earthquake or volcanic activity (fire, flood or explosion are not required to be catastrophic natural events), unless the damage was caused intentionally, was the result of an imprisonable offence or if the tenant or their invited guest caused the insurance moneys that would have been payable to the landlord to be irrecoverable.

Landlords should check their insurance policy documents before discussing compensation for damage with the tenant, as their policy may cover the damage, providing it was not intentional or the result of an imprisonable offence. The Tenancy Tribunal has issued a practice note with effect from 1 August 2016 which has further detailed information about tenant liability for damages and landlords insurance. A landlord can discuss these matters further with their insurer or seek expert advice.

[Read the Tenancy Tribunal practice note in full \[PDF, 1.7 MB\]](http://mbie3.cwp.govt.nz/assets/Uploads/Tenancy/Tenancy-Tribunal-Practice-Note-20161-Tenant-Liability-for-Damages.pdf)  
(<http://mbie3.cwp.govt.nz/assets/Uploads/Tenancy/Tenancy-Tribunal-Practice-Note-20161-Tenant-Liability-for-Damages.pdf>).

If the landlord and tenant cannot agree whether the tenant is liable for the damage, the landlord can apply to the Tenancy Tribunal for the matter to be resolved. Copies of relevant insurance policies, photos of the damage, and receipts or quotes for repair should be included to support the application.

### **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 them 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 \(http://mbie3.cwp.govt.nz/starting-a-tenancy/ready-to-rent/insurance/\)](http://mbie3.cwp.govt.nz/starting-a-tenancy/ready-to-rent/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 \(/maintenance-and-inspections/repairs-and-damages/exportpdf#related-content\).](/maintenance-and-inspections/repairs-and-damages/exportpdf#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 \(http://mbie3.cwp.govt.nz/disputes/tribunal/\)](http://mbie3.cwp.govt.nz/disputes/tribunal/) has more about the Tribunal.