



Department of
Building and Housing

Te Tari Kaupapa Whare



What to do when you're renting – a guide for tenants

0800 TENANCY (0800 83 62 62)
www.dbh.govt.nz



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Disclaimer

The information in this brochure does not cover every situation and is not the same as getting legal advice. If you need more detailed information or specific advice, phone us free on 0800 TENANCY (0800 83 62 62).

WHO THIS GUIDE IS FOR

This guide is for people who pay rent – the tenants. So if you're a tenant, keep this guide somewhere safe.

Tenants ask us lots of questions. Sometimes they ask us about the rules. Sometimes they need help to sort out worries and concerns with the landlord. This guide answers many of those questions.

So if you have a question about renting, start by checking through this guide. If you need more information, call us free on 0800 TENANCY (0800 83 62 62).

If you need to ask about your bond money, call us on 0800 737 666.

Definitions of words and terms

If you see a word in *italics* and you're not sure what it means, look at the glossary on page 16.

THE DEPARTMENT OF BUILDING AND HOUSING CAN HELP YOU WHEN...

- you are renting
- you and your landlord can't agree
- you can't get the landlord to fix things like the hot water, the stove or a leaking roof
- you are behind with the rent
- you want your bond back
- the landlord wants you to leave
- you don't know what to do about a problem.

We also have information about some of the common problems people have when they are renting. You can read this information and this guide online at www.dbh.govt.nz or call us and we'll send you a copy.

Getting started

Do I need a tenancy agreement?

The law says your landlord has to give you a written *tenancy agreement*. Read the agreement carefully **before** you sign it. It is a legal contract, so you and your landlord need to talk and agree about what's in it.

Before you sign an agreement, check that you understand what you're agreeing to and how much you have to pay. The agreement lists all the important things to know about your *tenancy*. It cannot include anything that isn't legal – so if you're not sure about something, ring us first to check.

Only sign a tenancy agreement when you are **sure** you want the property. Keep your copy of the agreement in a safe place.

If your landlord doesn't give you a tenancy agreement, you're still covered by the renting law.

Many landlords use our tenancy agreement form. You can get a copy from us or find the form on our website (www.dbh.govt.nz).



Are there different types of tenancy agreement?

Make sure you know what kind of agreement you're signing. There are two main kinds of tenancy: periodic and fixed-term.

Periodic tenancy

A *periodic tenancy* lasts until either you say you want to leave or the landlord asks you to leave. (This is called 'giving notice' – see page 12.)

Fixed-term tenancy

A *fixed-term tenancy* lasts only for the time that is written in the agreement, for example 6 months. You can't give notice to leave before then. Your landlord can't give you notice either.

Don't sign up for a fixed term unless you're sure you will be able to stay for that length of time.

It's hard to get out of a fixed-term tenancy, but if you need to do this, call us and we can talk about it.

Does everyone living in the property sign the tenancy agreement?

It's up to you and the landlord.

If one person signs, the law says that person is responsible for the property.

If more than one of you signs, you are usually **each** responsible for **everything**. This means that one of you can be held responsible for what the others do. So if one of the others doesn't pay their rent or they damage the property, you could end up paying for it.

What's an address for service?

An *address for service* is where you decide mail about your tenancy can be sent. Make sure it's an address where you will get information, even after you move out. The landlord will also tell you the address where they want you to send information about the tenancy to them. Put this address on the agreement and on the '*Bond lodgement*' form (see page 6). The address could be a friend's or relative's house, but can't be a PO box.



If your address for service changes, tell your landlord and the Department of Building and Housing.

Should I inspect the property?

Yes! It's important to do a property inspection before you move in.

Walk around the property with the landlord and write down what the stove, the carpet and *chattels*, such as the curtains, are like. Check walls and paintwork and look at the outside, too. Make sure you write down anything that is old or damaged. This helps to prevent problems when it's time to move out.

Many landlords use the *property inspection report* that comes with our tenancy agreement. This report tells you what you should look out for and check.



What records should I keep?

Keep all records and papers about your tenancy, even after you move out. Keep:

- your tenancy agreement
- rent records and receipts
- the property inspection report
- water, power and phone bills
- letters from the landlord
- copies of letters you have sent to the landlord.



Money – paying the rent and bond

What should I pay to the landlord before I move in?

You must pay the landlord rent in advance. The landlord may also ask you to pay a *bond*.

Rent in advance

Rent is usually paid in advance. The landlord can't ask you for more than 2 weeks' rent in advance. They will write how often you have to pay the rent in the tenancy agreement.

If you are paying rent in advance, you are paying for the next 1 or 2 weeks. So if you have paid 2 weeks' rent, you don't have to pay again until that money is used up – that means 2 weeks (14 days) later.

A bond

Most landlords require a *bond*. They can claim from the bond for any money you owe them, for example unpaid rent or property damage. The landlord can't ask you for more than 4 weeks' rent money as bond.

If you look after the property and you don't owe any rent when you move out, you'll get your bond back. If you don't pay all your rent, or if you damage the property, you might not get all your bond money back when you move out.



How do I pay the bond?

You give the bond to the landlord when you start renting the property. The landlord has to give you a receipt for it. The law says that the landlord must then give it to the Department of Building and Housing to look after. There is a form that you and the landlord must fill in before the money is sent to us. If the landlord doesn't have a form, you can get one by calling 0800 737 666. It is also on our website. It's called a '*Bond lodgement form*'. You can send the bond directly to the Department of Building and Housing if your landlord agrees.

From the day you pay your landlord the bond they have 23 *working days* to send it to us. We will write to you to tell you when we get it. If you don't get a letter from us about the bond money, you should call us.

You can call us free on 0800 737 666 if you want to ask anything about your bond.

When do I pay rent?

Your *tenancy agreement* will tell you whether you have to pay every week or every 2 weeks.

If you paid 1 week's rent when you moved in, you must pay again 1 week later. If you paid 2 weeks' rent when you moved in, you must pay again 2 weeks later.

You must always pay your rent on time.

How do I pay rent?

You decide with your landlord how you're going to pay the rent, and you write it in the tenancy agreement.

Rent is usually paid in one of the following ways:

- cash
- a *cash cheque*
- a *non-negotiable personal cheque*
- an *automatic payment*.

How do I know what I've paid?

The landlord must give you receipts for payment except if you pay the rent directly into their bank account or by *non-negotiable cheque*. Keep receipts in a safe place with your other papers about the *tenancy*.

The landlord must keep rent records. You can ask in writing for a copy of these any time. It's a good idea to keep your own rent records as well, and make sure you never owe rent.

Can the landlord put my rent up?

The landlord can put the rent up, but they have to write and tell you 60 days before they put it up. Then they can't put it up again for another 6 months.

If you have a *fixed-term tenancy*, the landlord can only put the rent up if it is stated in the tenancy agreement that it will happen.

What can I do if I can't pay my rent?

- Talk to the landlord and see if you can sort something out.
- Talk to us about what you can do.



What can the landlord do if I can't pay my rent?

If you can't sort out your payments, the landlord can:

- write you a letter giving you 10 *working days* to pay
- ask the *Tenancy Tribunal* for an *order* that says you must pay what you owe
- ask the Tenancy Tribunal to end your tenancy.

Am I paying the right rent?

If you find out that the rent you are paying is a lot more than other people are paying for a place like yours in a similar area, talk to your landlord or talk to us. If you're still unhappy, you may be able to ask the *Tenancy Tribunal* to decide if the rent should be changed.



Who does what?

What does the tenant have to do?

You must pay the rent

Even if you're unhappy about the property you still have to pay the rent. It is important that you always pay your rent on time.

You must keep the property reasonably clean

Your property doesn't need to look perfect, but it does need to be 'reasonable'. This means you have to clean it regularly, throw out your rubbish and get rid of food scraps.



You must tell the landlord if something needs to be fixed

The law says you must tell the landlord straight away if something breaks down or goes wrong. The landlord is responsible for keeping the property in a reasonable state of repair. If something needs fixing, it's a good idea to write to the landlord about it as well, and keep a copy of your letter. The landlord is not responsible for repairing damage you cause by being careless or irresponsible.

Talk to the landlord if you want to have a cat or dog

If you want to have a pet, you should talk about it with your landlord and make sure it doesn't say you can't have a pet in your *tenancy agreement*.

What does the landlord have to do?

The landlord must look after the property

The landlord needs to make sure the property is a reasonable home for you. That means the plumbing, electrical wiring and anything to do with the structure of the house must work properly and be safe. You can talk to us if you're worried about any of these things.

The landlord cannot interfere with the power, water or gas

The landlord isn't allowed to do anything that stops your electricity, water or gas (if you have it) unless they need to do this to fix or maintain the property.

The landlord must stick to the rules about rent and the bond

The landlord can't ask you to pay more than 2 weeks' rent in advance. They also can't charge you more than 4 weeks' rent as a *bond*.

The landlord can inspect the property

The landlord can inspect the property, but no more than once every 4 weeks and only between the hours of 8 am and 7 pm. They must tell you 48 hours before they do an inspection.

The landlord can come inside to fix something

The landlord can come inside to fix something between the hours of 8 am and 7 pm, but they must tell you at least 24 hours before they do this.



The landlord can come inside if there's an emergency

The landlord can come inside in an emergency, and they don't need to tell you about it before they come.

The landlord can't come inside for any other reason unless you say they can

If the landlord wants to come inside for something that's not an emergency, they must ask you first. If they don't ask you, they may be breaking the law. If this happens to you, talk to us.

The landlord can't hassle you

The landlord owns the property but while you rent it, it's your home. This means the landlord has to respect your peace and privacy (this is called *quiet enjoyment*).

The landlord can't physically throw you out or take any of your belongings

If the landlord wants to get rid of you or any of your belongings they must ask the *Tenancy Tribunal* for an *order* that lets them do this. Even then, the landlord can't physically throw you out, although they may ask a bailiff to come and evict you.



When it's time to move out

How much notice do I have to give the landlord before I move out?

If you have a *periodic tenancy*, write a letter at least 21 days (3 weeks) before you want to move out. If you're posting the letter, allow at least 4 more *working days* to make sure the landlord gets the full 21 days' notice.

Remember, you can't give notice if you have a *fixed-term tenancy*. The landlord can't give you notice either.

How much notice does the landlord have to give me?

The landlord should give you 90 days' notice in writing. This can be shortened to 42 days if the property has been sold, or if the landlord wants it for themselves or someone in their family.

If the landlord gives you notice to move out, and you want to leave earlier, you still need to give 21 days' notice unless the landlord agrees in writing that you can end the tenancy earlier.

What happens if the place is put up for sale?

If the property is being sold, the landlord must tell you as soon as they put it up for sale. When it is sold, the new landlord can give you 42 days' notice to leave (unless you have a fixed-term tenancy – see page 3).



You must let your landlord show buyers through the property at times and in a way that suits you both. Talk to your landlord to agree what works for both of you.

Do I have to do anything when I move out?

Make sure you take away everything you own and leave the place clean and tidy. Remove all your rubbish and give all the keys back to the landlord.

Go through the property with the landlord, using the *property inspection report* you signed when you moved in. If you have looked after the property and you don't owe any rent, this will help you to get your *bond* back.

Make sure the landlord and all tenants listed on the *bond* record sign the '*Bond refund*' form. If you can't find everyone, call us to talk about your options.

Sorting out problems

I've got a problem with the landlord...

Talk to the landlord if you can.

Call us. We'll tell you about your rights and responsibilities.

What do I do if we can't agree?

Ask us about applying to the *Tenancy Tribunal* for help to sort it out. You will have to pay \$20 for this. The first step will usually be *mediation*.

Mediation can help sort out problems

A *mediator* helps you and the landlord talk about the problem. Mediators don't take sides. You and the landlord decide what happens – no one else. If you agree on something, you don't have to go to the Tribunal. But your agreement is legally binding. That means you both have to stick to it.

What happens if mediation doesn't solve the problem?

If for some reason you can't sort it out at mediation, then you can go to the *Tenancy Tribunal* and a *tenancy adjudicator* makes the decision.

So one way or the other the problem gets sorted, but it's best to try to clear it up as early as you can.

The landlord's got a problem with me...

The solution is the same – talk to us and we'll tell you about your rights and responsibilities. Talk to the landlord about the problem. If you still can't work it out then the landlord needs to come to us.

One of our *mediators* will help you and the landlord sort the problem out.

What happens if the landlord goes to the Tenancy Tribunal?

If the landlord decides to go to the Tenancy Tribunal, you will be asked to go along too. But you can still ask to have things settled with the help of a mediator without having to go to the Tribunal. Call us about your options.

Should I go to the Tenancy Tribunal hearing?

You should always go to the Tenancy Tribunal because it can make a decision even if you're not there. The Tribunal could make you pay money and you could be in trouble if you don't pay it. The debt could follow you around for years and make it very hard for you to get credit in the future.

Remember – things can work out if you talk it out!

It's always better to sort it out as soon as you can.

Don't wait until the problem gets too big.

GLOSSARY

Address for service An address (not a PO box) where mail about the *tenancy* can be sent and you can be sure to receive it, even after you move out.

Automatic payment A fixed amount of money that you ask the bank to take out of your account every week, fortnight, month, etc.

Bailiff A collections officer from the District Court.

Bond Tenants' money that is looked after by the Department of Building and Housing. The landlord can claim from the bond to pay any money you owe them, for example for rent or damage.

Bond lodgement form A form that you or the landlord sends to the Department of Building and Housing with your *bond* money.

Chattels Things the landlord provides, such as curtains, a fridge or a washing machine, that are not fixed in place.

Fixed-term tenancy A *tenancy* that has a final date for moving out, which is written in the *tenancy agreement*.

Giving notice Writing to tell the landlord you will be moving out of the place, or the landlord writing to tell you to move out.

Legally binding When the law says you must do what is decided.

Mediation A meeting or phone call where a *mediator* helps you and your landlord sort out problems.

Mediator The independent person who helps you and your landlord talk about your problems and come to an agreed solution.

Non-negotiable personal cheque A cheque written for a particular person or company; no one else can bank it.

Order A written decision from the *Tenancy Tribunal*. Often an order is the result of an agreement made in *mediation*.

Periodic tenancy A *tenancy* where the *tenancy agreement* doesn't say when you have to move out.

Property inspection report A written report about what the property is like when you and the landlord inspect it together.

Quiet enjoyment Your right to enjoy the property you have rented without interference from the landlord, the landlord's other tenants or people working for the landlord.

Tenancy Your right to live in a place you have agreed to pay rent for.

Tenancy adjudicator An independent person at the Tenancy Tribunal who listens to your arguments and makes the decision on the outcome of the dispute.

Tenancy agreement A written agreement that the landlord and the tenant sign before the tenant moves in, so everyone knows what they have agreed to.

Tenancy Tribunal The body that decides how a problem between a tenant and landlord will be solved. It's like a court.

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