

Quiz for RTA Reforms.

What date do the amendments take effect?

11th Feb 2021

If you have an antisocial tenant, what evidence must you have, to apply to the tribunal for eviction?

Three notices given of antisocial behaviour within 90 days. The notice must specifically describe the behaviour, who engaged in the behaviour (if known to the landlord), the date, the approximate time and location of the behaviour and how many other notices have been given. It must advise the tenant that they can challenge the notice in the Tribunal. Application must be made within 28 Days of the last notice. The behaviour must have caused harassment, alarm or distress. If the tenant does not challenge any of the notices, the landlord will still have to prove that the anti-social behaviour occurred and all three of the notices were issued fairly and reasonably if they apply to terminate the tenancy. Evidence could be a statement from a neighbour, photos, videos, noise control notification, Police notification.

How much notice must you give if the owner requires the property to live in? How long after that date must the owner move in by and how long must they live there as a minimum?

63 days' Notice, and the owner must move in within 90days of the termination

What are the landlord's rights to terminate if a tenant assaults him or a member of his family and what process must he take?

14 day letter accompanied by with evidence that the Police have laid a charge. The tenant then has 14 days in which to lodge a challenge to the termination notice with the Tribunal. If the tenant does challenge the notice, the notice is suspended, and the tenant can remain in the premises until the Tribunal hears the matter.

How much notice can a tenant give if they have evidence of family violence occurring in their rented property?

2 days' notice accompanied by appropriate evidence of the family violence

What must we do if a tenant requests to sublet the property in writing?

Reply to the request quickly and ask for contact details for the prospective tenants. Check references etc and decide if they are suitable tenants. Landlords cannot withhold consent unreasonably.

Does a tenant have the right to request information we have on record referring to Healthy Homes?

Yes

Does the rental price have to be included in advertising?

Yes

Can a tenant offer to pay more than the advertised price?

Rental bidding is defined as a landlord inviting or encouraging tenants to pay more than the stated amount in the advertising. It is illegal to do this. However, prospective tenants can still voluntarily offer to pay more rent in order to secure a property.

How often can we increase the rent?

Landlords can only increase rent once every 12 months for any given tenancy.

Can a landlord refuse to install fibre?

Landlords will be required to permit and facilitate the installation of Fibre unless an exemption applies.

How much notice must we give the tenant to vacate once a property is sold?

90 day's notice

How much notice must we give the tenant if the owner wants vacant possession before he lists his property for sale? What time frame must he list it for sale after the tenant vacates?

90 days' notice and he must list it within 90 days of the tenant leaving the property.

Fixed term tenancies will convert to periodic at the end of the fixed term, however if a tenant does not want to stay after the fixed term, how much notice will he have to give us?

If the tenant wants the tenancy to end, they need to give notice to the landlord at least 28 days before the end of the initial term

If a tenant wants to make a minor change to the property for example a baby gate, can the landlord refuse?

The tenant needs to send the landlord an email or write to the landlord requesting consent to make the change. If the change is a minor change, the landlord cannot withhold consent. The landlord must respond to the request in writing within 21 days.

Currently the tribunal can hear cases and make awards up to \$50,000. What amount will that change to when the amendments take effect?

\$100,000

What notice must a landlord give a tenant to vacate as he wants to do extensive renovations and it will be impractical for the tenant to live there during the process?

90 days' notice and they must start the renovations within 90 days of the termination date

Are we required to retain a plumbing account as part of a landlord's records?

Records of gas work and plumbing were added to the documents that landlords are obliged to retain. Records of "building work" was modified to "building work that requires a building consent" as this better matches the policy intent and produces lower compliance costs for landlords.

Under what conditions can we apply to terminate a tenancy with reference to arrears?

If the tenant owes 21 days of rent or more or, if on three separate occasions, a tenant has been at least five working days' late with the rent payment, and the landlord has issued the required notices advising the tenant that the rent is late. The landlord must apply to the Tenancy Tribunal to end the tenancy within 28 days of the last notice being issued.

How much notice does a tenant have to give to end a periodic tenancy?

28 days.

If you are sending notice to a tenant about repeated arrears, what must that notice specifically advise to enable you to apply for termination?

It must advise the dates for which the rent was overdue, the amount of the overdue rent, how many other notices have been given within the 90-day period and advising the tenant they can challenge the notice in the Tribunal. If the Tribunal is satisfied the requirements for this termination ground have been met, it must make an order terminating the tenancy.

If a tenant causes or threatens to cause, or permits another person to cause substantial damage in a property, how many times must this occur for us to apply for termination of the tenancy?

Such an incident only needs to occur once before a landlord can apply to the Tribunal to terminate the tenancy. These provisions are retained by the Bill and landlords will still be able to use them.

If a tenant acts in a way to cause harassment, alarm and distress, and you wish to give them notice for anti-social behaviour, what are the specific requirements that must be included in the notice?

It must clearly describe the behaviour, who engaged in the behaviour (if known to the landlord), the date, approximate time and location of the behaviour, how many other notices have been given within the 90-day period and advising the tenant they can challenge the notice in the Tribunal. If the Tribunal considers that the notices were issued reasonably and fairly, it must make an order terminating the tenancy.

What must you have done, if you want to apply to terminate a tenancy because the tenant continually breaches a section of the tenancy agreement such as no smoking in the house, or no pets allowed?

The landlord can send the tenant a 14-day notice to remedy the breach. The notice tells them what they have done to breach the agreement, what they need to do to fix it, and how long they have to fix it.

If you sign a fixed term tenancy before the amendments come into effect, for example you sign someone up in December 2020 for a years fixed term, will this tenancy roll over to a periodic tenancy at the end of the term?

These new rules apply to fixed-term tenancies entered after this provision in the Bill comes into force. Fixed-term tenancy agreements which are entered into (signed) before this provision comes into force follow the old rules in the RTA.

What must a tenant do if he wants to make a minor change to the property?

The tenant needs to send the landlord an email or write to the landlord requesting consent to make the change. If the change is a minor change, the landlord cannot withhold consent. The landlord must respond to the request in writing within 21 days.

Who pays for the minor change?

The tenant and the tenant will also be liable for the cost of any remedial work required at the end of the tenancy as a result of any minor changes they have added to a rental property.

Can the owner require that the minor change be removed at the end of the tenancy and the property be restored to its previous condition?

Tenants must return the premises to substantially the same condition as before changes were installed, including removing the changes, unless the tenant and landlord agree otherwise.

If an owner does not respond to a request to make a minor change, could he be fined?

A landlord can be liable for up to \$1,500 if they fail to respond without reasonable excuse.

Landlords with six or more properties are liable for more substantial fines than a landlord with one property. Is a property manager classed as a landlord with six or more properties?

Whether a property manager is a landlord depends on various factors, including whether they have granted the tenancy. If a property manager has granted six or more tenancies then the property manager will be considered to be a landlord of six or more tenancies.

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What timeframe must the renovations start by to prove intent that the notice was valid?

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How much notice does a tenant have to give to end a periodic tenancy?

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If a tenant causes or threatens to cause, or permits another person to cause substantial damage in a property, how many times must this occur for us to apply for termination of the tenancy?

If a tenant breaches a notice given to not interfere with the peace comfort or privacy of the neighbours, would this breach be required to happen three times within 90days to enable you to apply for termination?

If a tenant acts in a way to cause harassment, alarm and distress, and you wish to give them notice for anti-social behaviour, what are the specific requirements that must be included in the notice?

What must you have done, if you want to apply to terminate a tenancy because the tenant continually breaches a section of the tenancy agreement such as no smoking in the house, or no pets allowed?

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