

Landlord compliance checklist



Welcome to the compliance checklist for landlords and property managers

This compliance checklist has been created for landlords and property managers so you can see how well you are measuring up to minimum requirements of tenancy laws in your rental properties.

Using the compliance checklist is a step that you can take towards ensuring that you are meeting your obligations under the Residential Tenancies Act 1986.

It's important to remember if you are a landlord of a boarding house, you have additional responsibilities you must meet.

How to use the checklist:

- Create a full property list (template 1)
- Create an audit tenant list (template 2)
- Complete tenancy audit for each tenant

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Individual tenancy checklist

Section 1: Residential Tenancy Agreement

		Yes	No
1.1	Do you have a written tenancy agreement?		
1.2	Does your agreement include all of the following?		
1.2.1	› The full name and contact address of the Landlord?		
1.2.2	› The landlord's contact mobile telephone number (if any)?		
1.2.3	› The landlord's contact email address (if any)?		
1.2.4	› The landlord's address for service? Also see Address for Service ¹		
1.2.5	› The tenant's contact mobile telephone number (if any)?		
1.2.6	› The tenant's contact email address (if any)?		
1.2.7	› The address of the premises?		
1.2.8	› The date the tenancy agreement is signed?		
1.2.9	› The date of commencement of the tenancy (where that is different from the date that the tenancy agreement is signed)?		
1.2.10	› The full name and contact address (where that is different from the tenancy address) of the tenant?		
1.2.11	› The tenant's address for service (where it is different from the tenancy address)?		
1.2.12	› Whether a named tenant is under the age of 18?		
1.2.13	› The amount of any bond payable and confirmation of any amount received?		
1.2.14	› The rent payable?		
1.2.15	› The frequency of the rent payments (weekly or fortnightly)?		
1.2.16	› The place or bank account number where the rent is to be paid?		
1.2.17	› A statement (if applicable) that the tenant shall pay any fee or other charge for services rendered by any solicitor or letting agent relating to the grant or assignment of the tenancy? (A letting fee and the amount if one is charged)		
1.2.18	› A list of any chattels provided by the landlord?		
1.2.19	› If the tenancy is a fixed-term tenancy, the date on which the tenancy will terminate? Also see Minimum Contents of a tenancy agreement ²		
1.3	Does your agreement include a pre tenancy inspection report form to be signed by both parties?		
1.4	Do you ensure that there are no clauses in your tenancy agreements that contradict the Act or cause the tenant to waive or reduce their rights or take on greater obligations than those stated in the Act? Also see Adding Conditions to the tenancy Agreement ³ on our website		
1.5	When the tenant signs the agreement do you ensure they receive a copy before the commencement of the tenancy?		
1.6	If you and the tenant agree to a variation to the terms during the tenancy, do you record those in writing?		
1.7	How do you ensure you are recording the tenant's legal names? Do you ask for identification when renting out the property? Also see Who should be named on the tenancy agreement ⁴		

1.8	If the tenancy started after 1 July 2016, do you have a separately signed statement that meets the requirements of the Act relating to insulation levels in the property? See also Tenancy Agreements ²	
1.9	For tenancies that are part of a Body Corporate – do you supply a copy of the Body Corporate rules to the tenant at the start of the tenancy (or before) and does your tenancy agreement refer to them as being part of the terms of the agreement?	
1.10	Is the tenancy agreement signed by the landlord(s) and all of tenants (where there is more than one tenant named on the agreement)?	
<p>Examples of documents that are likely to demonstrate your compliance with the Act:</p> <ul style="list-style-type: none"> › Residential Tenancy Agreement › Separately signed statement that is added to the agreement with regard to insulation (Location, Type and Condition) › Pre tenancy application form template › Tenancy property inspection report (conducted with tenant) template › Any forms/templates used to vary the terms or extend or renew tenancy agreements 		

1. <https://www.tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/address-for-service/>

2. <https://www.tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/>

3. <https://www.tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/adding-conditions-to-the-tenancy-agreement/>

4. <https://www.tenancy.govt.nz/starting-a-tenancy/tenancy-agreements/who-should-be-named-on-the-tenancy-agreement/>

Section 2: Records

		Yes	No
2.1	Do you have a rent record that shows all payments of rent paid by or on behalf of the tenant? See also Keeping accurate records ⁵		
2.2	Are your rent records kept up to date so as to enable you to provide a record to the tenant, should they request it, within a reasonable timeframe?		
2.3	Do you have a record of the bond paid by the tenant?		
2.4	Do you keep your rent and bond records for seven tax years after the tax year to which they relate?		
2.5	Do you keep the following during and for 12 months after the termination of the tenancy?		
2.5.1	› The tenancy agreement and any variations or renewals of it (or copies?)		
2.5.2	› Any inspection reports for inspections carried out at the premises during the tenancy (or copies)?		
2.5.3	› Records of any maintenance or repair work carried out at the premises by or for the landlord during the tenancy (or copies)?		
2.5.4	› Any notices or letters, emails or other forms of correspondence between the landlord (or a person acting on the landlord's behalf) in relation to the tenancy (or copies)?		
2.6	Do you use standard template letters that comply with the requirements under the Act? (For example: A template letter for giving 90 days' notice or 42 days' notice to terminate a periodic tenancy) For guidance: Giving notice to end a tenancy ⁶ , Breaches of the Act ⁷ and Access ⁸		
2.7	Do you record a "tenant history" including all interactions with the tenants? For example: Contact from or to the tenant, visits and inspections and any notices given or received?		
<p>Examples of documents that are likely to demonstrate your compliance with the Act (can include, but is not limited to the following):</p> <ul style="list-style-type: none"> › 14 day letters to remedy for non-payment of rent › 14 day letters to remedy for other breaches › Termination notice for periodic tenancies › Notice given to advise the tenant that a fixed-term will not become periodic at the end of the tenancy (to be given between the 90th and 21st day before the end of the tenancy) › Notices of entry for inspections or necessary maintenance/repairs › Rent increase notices › Rent summaries <p>Landlords are reminded that any personal information that they gather or hold must be treated in accordance with the Privacy Act 1993.</p>			

5. <https://www.tenancy.govt.nz/rent-bond-and-bills/rent/receipts-and-records/keeping-accurate-records/>

6. <https://www.tenancy.govt.nz/ending-a-tenancy/giving-notice-to-end-tenancy/>

7. <https://www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act/>

8. <https://www.tenancy.govt.nz/maintenance-and-inspections/access/>

Section 3: Maintenance

		Yes	No
3.1	Before looking for a tenant and renting out the property do you inspect the property to ensure that the premises is reasonably clean, in a reasonable state of repair and compliant?		
3.2	Before Renting the property to a tenant do you ensure the following?:		
3.2.1	› That the premises can be legally occupied? (For example, if the property had been divided into two flats or a garage was converted into a separate unit, did the Council issue the required permits or consents?)		
3.2.2	› That the premises complies with all requirements for building, health and safety that apply to the premises?		
3.2.3	› That all gas installations and electrical fittings are safe and fit for purpose, and that all work has been carried out by a qualified professional?		
3.2.4	› That adequate instructions (e.g. manuals) are provided to the Tenants to ensure that they can use all gas and electrical appliances safely?		
3.2.5	› Have you provided the premises with locks and other similar devices to ensure that the premises is reasonably secure?		
3.2.6	› The any existing insulation installed at the premises is in a reasonable condition?		
3.2.7	› That the property complies with requirements for smoke alarms?		
3.2.8	› That the home is warm, dry and safe for the tenant? See also Maintenance and inspections ⁹		
3.3	Do you carry out regular maintenance inspections during the tenancy? See also Inspections ¹⁰		
3.4	Do you have a process where tenants can contact you to report urgent or necessary repairs and maintenance issues or damage to the property? What about after hours or during the weekend?		
3.5	Are the smoke alarms the correct type and in the correct location? See also Smoke Alarms ¹¹		
3.6	Do all of your properties comply with the requirement for smoke alarms to be installed? See also Smoke alarms ¹¹		
3.7	Do your properties comply with the insulation requirements or have you made arrangements to ensure they comply?		
<p>Examples of documents that are likely to demonstrate your compliance with the Act:</p> <ul style="list-style-type: none"> › Maintenance records › Inspection records (including frequency) › Tenancy inspection report (conducted with the owner) template › Management authority template, including agreement between owner and property manager on how to handle maintenance issues or documentation or polices on how maintenance will be carried out or approved or documentation or polices › Maintenance inspection schedules – including regular smoke alarm checks › Any templates used for recording maintenance issues and following up to ensure they are attended to › Any logs or templates used for recording contact from tenants (in relation to maintenance or damage) › Any other documents or checklists used to check that the property is compliant with regard to the Act. For example, you might use a checklist, when taking over management of the property, that includes tasks such as checking the title to ensure it is a separate, legal dwelling or checking with the local Territorial Authority to confirm compliance with Building regulations. It might also include checking the current level of insulation and that smoke alarms are installed as required by regulations under the Act. 			

9. <https://www.tenancy.govt.nz/maintenance-and-inspections/>

10. <https://www.tenancy.govt.nz/maintenance-and-inspections/inspections/>

11. <https://www.tenancy.govt.nz/maintenance-and-inspections/smoke-alarms/>

Section 4: General compliance

		Yes	No
4.1	Do you give the correct notice before entering the premises? See Access ¹²		
4.2	Do you give the correct notice to terminate the tenancy? See Giving notice to end a tenancy ¹³ and Expiry of a fixed-term tenancy ¹⁴		
4.3	Do you comply with service of notice requirements under the Act? (For example, do you allow four working days for service of notices through the post?) See Serving notices ¹⁵		
4.4	Do you have a procedure or process in place to deal with complaints from your tenants about breaches of their peace, privacy and comfort by yourself or your other tenants? (for example: complaints about noise from a neighbouring property that you are also the landlord for). See also Quiet Enjoyment ¹⁶		
4.5	Do you have a process in place for negotiating access to show new tenants before the tenancy ends or prospective buyers if the property is on the market?		
4.6	Do you lodge all bond payments received from the tenant, with Tenancy Services, within 23 working days of receiving payment? (Please note that Boarding House Tenancy Agreements that require one week's rent as bond or less are exempt from this requirement but can still be lodged). See Bond ¹⁷		
4.7	Do you ensure that you only charge up to the maximum permitted bond (the equivalent of four weeks' rent)?		
4.8	Do you ensure that you are only charging the tenant for outgoings (for example: power, water) as permitted by the Act? See Utilities and other payments ¹⁸ and Water and wastewater charges ¹⁹		
4.9	Do you ensure you are not breaching requirements with regard to charging rent "in advance"? (for example, do you make sure you are not charging the tenant for rent again before any rent they have already paid has been used up?) See Charging Rent ²⁰		
4.10	Do you ensure you are not breaching requirements with regard to increasing the rent during the tenancy? See Increasing Rent ²¹		
4.11	Do you ensure you are not breaching the Act in other ways? For example when dealing with abandoned goods or when adding additional terms into your tenancy agreements? See Breaches of the Residential Tenancies Act ²²		
4.12	At the end of the tenancy, do you arrange to meet at the property to carry out a final inspection with your tenant and finalise the bond refund where applicable? See Ending a tenancy checklist ²³		
<p>Examples of documents that are likely to demonstrate your compliance with the Act:</p> <ul style="list-style-type: none"> › Any complaints processes or guidance for dealing with concerns (other than maintenance) raised by the tenant. › Any "welcome packs" or other information provided to tenants at the beginning of their tenancy to make them aware of the rights and obligations › Any guidance documents provided to employees and others about how to deal with entering the dwelling or contacting the tenants during the tenancy. For example, an employee could be a property manager or a tradesperson acting on your behalf but they could also be a Real Estate agent engaged in showing prospective buyers when the property is on the market. › Any templates or documents used to gain feedback from tenants (similar to customer feedback survey) during or at the end of the tenancy 			

12. <https://www.tenancy.govt.nz/maintenance-and-inspections/access/>

13. <https://www.tenancy.govt.nz/ending-a-tenancy/giving-notice-to-end-tenancy/>

14. <https://www.tenancy.govt.nz/ending-a-tenancy/expiry-of-a-fixed-term/>

15. <https://www.tenancy.govt.nz/serving-notices/>

16. <https://www.tenancy.govt.nz/maintenance-and-inspections/quiet-enjoyment/>

17. <https://www.tenancy.govt.nz/rent-bond-and-bills/bond/>

18. <https://www.tenancy.govt.nz/rent-bond-and-bills/utilities-and-other-payments/>

19. <https://www.tenancy.govt.nz/rent-bond-and-bills/water-and-wastewater-charges/>

20. <https://www.tenancy.govt.nz/rent-bond-and-bills/rent/charging-rent/>

21. <https://www.tenancy.govt.nz/rent-bond-and-bills/rent/increasing-rent/>

22. <https://www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act/>

23. <https://www.tenancy.govt.nz/ending-a-tenancy/ending-a-tenancy-checklist/>