

PRIVACY AND JUSTICE

Landlords and tenants can apply for their name and personal details to be removed from published Tenancy Tribunal records if they are entirely or for the most part successful in their claim.

TRANSITIONAL AND EMERGENCY HOUSING

The Residential Tenancies Act 1986 no longer applies to these arrangements unless providers and tenants choose to opt in by agreeing in writing on which parts of the RTA will apply.

A Code of Practice is being developed to set out expectations for transitional housing.

OTHER RTA CHANGES

Assignment of Tenancies

- All requests to assign a tenancy must be considered. Landlords cannot decline unreasonably. If a residential tenancy agreement prohibits assignment, it is of no effect. This does not apply to a fixed-term tenancy granted before 11 February 2021.

Further changes to the RTA include:

- Installing Fibre broadband.
- Landlord providing records.
- Enforcement measures being strengthened.
- Changes to Tenancy Tribunal jurisdiction.

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OTHER RTA
CHANGES



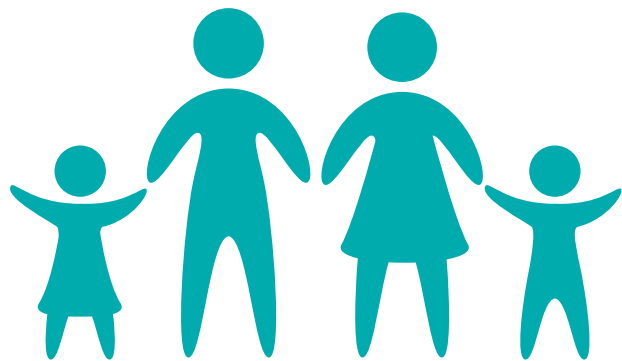
SAFEKIDS
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MAKING MINOR CHANGES IN YOUR RENTAL HOME AND MORE

RESIDENTIAL TENANCIES ACT 1986



The 2020 Amendments to the Residential Tenancies Act 1986 (RTA) are now in force. The RTA outlines the rights and responsibilities for both landlords and tenants, as well as the rules governing a residential tenancy.



MAKING A MINOR CHANGE

Tenants can make a written request to the landlord seeking their consent to make a change to the property and landlords must not decline if the change is minor e.g. installing a baby gate or securing a bookshelf to the wall.

- Landlords must respond within 21 days
- If the landlord does not consent to a minor change and is being unreasonable, tenants can apply to the Tenancy Tribunal.

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MORE ON MINOR CHANGES



REQUEST FOR MINOR CHANGE TEMPLATE

RENTAL SECURITY FIXED TERM TENANCIES

For fixed term tenancies signed after 11 Feb 2021, landlords must give notice using reasons listed in the RTA for periodic tenancies.

- Tenants need to give at least 28 days' written notice not to continue with tenancy.
- Parties can agree to renew or extend the tenancy or agree not to continue.

RENT SETTINGS AND INCREASES

Landlords and agents cannot invite or encourage rental bidding.

- Rent cannot be increased more than once every 12 months.
- Rent cannot be increased within the first year of a tenancy.
- For fixed-term tenancies, landlords can only increase rent if the tenancy agreement allows this.

RENTAL SECURITY PERIODIC TENANCIES (TENANCIES WITHOUT END DATE)

Landlords can no longer end a periodic tenancy without reason by providing 90 days' notice. Landlords can issue notice to end a periodic tenancy with:

63 days' notice

- If the owner or their family needs the property to live in for at least 90 days.
- The property is needed by employees or contractors of the landlord.

90 days' notice

- If the property is sold and the new owner does not want tenants.
- Extensive developments and is not practical for the tenant to remain in the property.
- To be converted into commercial premises for at least 90 days.
- To be demolished.

Tenants must give at least 28 days' notice (previously 21 days) before they wish to end the tenancy.