

## THE REP: FLATTING

This education kit will help you facilitate a conversation with young people about their legal rights and responsibilities when renting a flat. It includes classroom activities, workshop slides and background legal notes. This workshop is designed to last between 1-1.5 hours.

 **REP.**  
RIGHTS EDUCATION PROJECT

 **CL** community law  
free legal help  
throughout aotearoa



# How to deliver a REP module

*Use this information to inform your facilitation.*

Kia ora! Thank you for being a REP volunteer. Your participation in The REP will help young Aotearoians become more aware of their legal rights and responsibilities. By connecting young people with local support services, you will also help build a stronger community for all of us. So... what do you need to know about delivering a module?

## Know your Community Law Centre

- The most important thing about The REP is the connection you can build between members of your community and your local Community Law Centre.
- If a class takes only one thing out of a workshop, it should be that if they have a legal problem they can get help from their local Community Law Centre or YouthLaw.
- Use The REP modules as a way of talking about how Community Law Centres, other community-based services and lawyers can actually help. Learn about local support services available for youth in your area.
- If anyone in your class asks for help or needs legal advice (which you are not allowed to give if you are not a lawyer), direct them to their local Community Law Centre.
- Consider going the extra step: go along with a student to a Community Law Centre so they feel supported.

## Know the audience

- The second most important thing about The REP is that our education is meant to be interactive and fun. Getting your audience to relax and have a laugh is as important, if not more important, than talking about the law.
- Treat this resource as a guide only – try hard to deliver the material in a way that will suit your audience and that your audience will enjoy.

- REP modules are learner-led, so focus on what the class wants to talk about. There is no need to cover all the material in the time you have been given. See where the conversation goes, focus on what the class identifies as being important or relevant, and explore those ideas. Just to repeat: there is no need to get through all the material!
- Every group you work with will be different, with different levels of knowledge, different needs, and different expectations. Let the group both guide and teach you; work together to build a picture of how the law actually works in New Zealand.

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- Try and get to the heart of the matter: talk about the real world, and the greater social implications of the law. You will get much more out of it, and so will your class.

## Know the activities

- In general, everybody likes to know why they are here, whether it's relevant, and how long it will take. Take your time to signpost what the module is going to cover and the activities by explaining or perhaps writing up a short plan on the board.
- These modules are structured so that all the important information can be covered through running the activities. The activities aim to get your class thinking about the issues being discussed and engage with them in a practical way.
- It is important to know and understand the way the activities are run, so you can lead them smoothly and effectively.
- If you can think of more diverse, more engaging and more fun games and exercises, please do. Just make sure you feed these new improved activities to us at The REP.

## Know the law

- You need to be up-to-date with the area of law this module covers.
- That said, you are not expected to know everything! If you don't know an answer, a good technique is to reflect the question to the whole class or say you will find out and let them know. Remember, if you say you will find something out, make sure you do.
- The background material in this guide is to help you learn the law. The Community Law Manual is also a fantastic guide to all the areas of 'community' law. Check out the manual online for the relevant chapters to this module here: [www.communitylaw.org.nz](http://www.communitylaw.org.nz).
- It's always helpful to have some relevant examples up your sleeve of how the law works in practice. If in doubt, check out the news, talk to your friends, family, teachers, or the lawyers and other kaimahi at your local Community Law Centre.

## Know some different teaching styles

- Everybody learns differently. Very few people enjoy being lectured to!
- The activities in this module attempt to cater for different kinds of learners:
  - Some people like to visualise what they're learning (by seeing it written down, making a list or studying an image)

- Other people need to hear things to take them in (maybe by listening to a story or using rhythm or sound as memory aids)
- Some people learn by talking (by sharing with a neighbour or taking part in a discussion)
- Other people prefer to learn while moving around (when up on their feet and active)
- And others learn with their hands (getting creative, drawing or cutting things out)
- Work hard at improving your own facilitation practice so that everybody can get involved in the class.

## From the outset, it is important to

- Establish a safe space. Be aware that the modules contain sensitive content. The key is how you leave the young people *feeling*, so make sure class members are comfortable at all times.
  - For example, if a young person blushes when answering a question, say "have a think about it" and move on to someone else or if a joke is made about a class member, divert the heat onto yourself
  - If you notice that a young person seems triggered, approach them quietly and one-on-one or flag it with their teacher
- Build rapport with the young people. Be respectful, honest and authentic. Young people have a lot of lived experience, so start with the assumption that they know more than you. If you give them the chance to step up, they will.
- Establish flexibility. There is no 'right' way to facilitate these modules. If the class is only interested in one topic, that's fine. Be responsive to your audiences' needs and their body language.
  - For example, if the energy is flat, mix the games up and start with an activity involving movement or with a pair exercise "talk to your neighbour about..."





- Make participation voluntary. Encourage everyone to be involved, but always ask for volunteers so no one is embarrassed by being singled out. Don't ask the young people to do anything you wouldn't do!
- Work with the teacher. Most classes are likely to have a teacher present during your session so check in before the class starts. If something disruptive happens, ask the teacher to step in.
- Have fun! If you're having fun, the class will have fun. Having funny anecdotes helps the class relate to the content and if the session is fun and interesting, young people are more likely to remember.

### ***Evaluations***

- Getting feedback is essential to improving The REP. Leave enough time at the end of the class to hand out and collect the evaluation forms. And remember to feed this back to us at The REP.
- Don't forget to fill in your facilitation evaluation form!

### ***Last, but not least...***

... Smile! Enjoy yourself, have a laugh, and thanks again for volunteering your time.

## **WHAT YOU WILL NEED**

- Projector and laptop
- Slides (Ctrl+L for fullscreen)
- Facilitator notes
- Printing materials
  - Activity #1: 1–2 × sets per class
  - Activity #2: 1 × landlord & tenant card
  - Activity #3: 1 × per group
- Blu Tack
- Evaluations 1 × per class member
- Chocolate
- Community Law Centre flyers



# Opening



## THE REP: FLATTING

**REP.**  
RIGHTS EDUCATION PROJECT



### GREETINGS

- “Kia ora, talofa lava, ni hao, hello” (introduce yourself, your name, a bit about yourself).
- “This session is brought to you by the Community Law Centre and The REP: the Rights Education Project”.
- Introduce the Community Law Centre:
  - Community Law Centres provide free legal advice, on most topics. You can see a lawyer, for free, on anything to do with employment, family, criminal, tenancy, debt, and beyond
  - Make sure the class knows where to find their local Community Law Centre and how to contact YouthLaw. For example: “Your nearest Community Law Centre is in Wellington Central at 15 Dixon Street on Level 2 or in Lower Hutt at 59 Queens Drive on Level 2. Come in and see us some time!” and “You can call YouthLaw on **0800 UTHLAW (0800 884 529)** to talk to someone who can help!”
  - Community Law Centres are situated throughout New Zealand and you can locate your nearest one at: [www.communitylaw.org.nz/our-law-centres/](http://www.communitylaw.org.nz/our-law-centres/)
- Introduce The REP:
  - We are here to let you know your legal rights and responsibilities. We present the law on a number of areas, but if you have anything you are particularly interested in, we are always open to new ideas!

# Icebreaker

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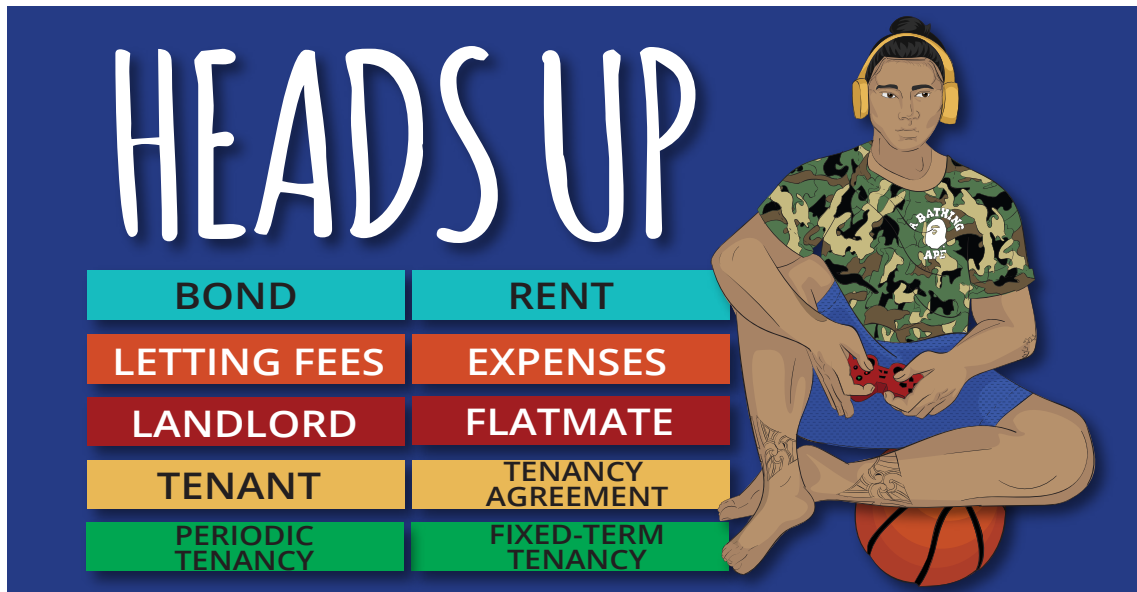


## INSTRUCTIONS

- This module begins with an 'icebreaker' to make it easier for participants to feel comfortable contributing to the workshop.
- The idea of this icebreaker is to encourage participation and to introduce the class members. Work hard to remember the names of everyone in the class.
- This icebreaker introduces The REP: Flating module by asking the class members to say their name and a fun fact about them.
- Ask the class "What's your favourite kitchen utensil and why?"
- Start off by introducing yourself and what your favourite kitchen utensil is and why.

## SECTION 1

# Tenancy agreements, rent and bond



### ACTIVITY #1 INSTRUCTIONS

- Hand out a 'Heads up' card to each class member and ask them to hold the card to their forehead without looking at it!
- Each card has one of the following words on it: landlord, tenant, flatmate, tenancy agreement, flatmate agreement, rent, bond, letting fee, expenses, periodic tenancy, fixed-term tenancy or a few pieces of information that describe a word.
- Ask the class to get into pairs.
- Class members take turns asking 'yes or no' questions to other students about what the word or information is.
- Each class member is trying to identify the other person who has the matching explanation card to their word card. The first pair to match get chocolate!



## ACTIVITY #1

# Heads up

### Landlord

- I have to pay for repairs to the property if they occur due to normal wear and tear
- I make sure tenants sign a tenancy agreement
- I own property and lease it out to tenants

### Tenancy Agreement

- It is illegal to rent a place without me
- You can use me at the Tenancy Tribunal to help prove the case against your landlord
- I usually say whether a tenancy is fixed-term or periodic
- I need to include information about the landlord's insurance policy, an insulation statement, a healthy homes statement and a property condition report

### Bond

- I can cost up to four weeks' rent
- If the landlord proves it, they can use this money to pay for damage, unpaid rent and cleaning
- To pay me, you sign a Bond Lodgement Form and you or your landlord lodge me with MBIE

### Tenant

- I signed a tenancy agreement to live in my place
- I have to keep my place reasonably clean and tidy
- If I have a fixed-term tenancy, my landlord generally can't ask me to leave
- If I have a periodic tenancy, my landlord has to give me notice and cause if they want me to leave

### Flatmate

- I have a verbal or a written agreement with the tenants
- I have obligations like paying rent and keeping the place tidy
- Tenants can take me to the Disputes Tribunal if I've done something wrong
- I don't have an agreement with the landlord, because I am not on the Tenancy Agreement

### Expenses

- I need to be paid by everyone living in the flat
- I have to be paid on time or penalties might apply
- You can split me equally every time a new bill arrives, or everyone can set up an automatic payment into a flat account to pay me

## **Rent**

- I am the collective responsibility of everyone in the flat
- If you don't pay me you could be taken to the Tenancy Tribunal or the Disputes Tribunal
- I am usually paid one or two weeks in advance
- I can only be increased every 12 months

## **Letting fee**

- I used to be charged for the cost of running open homes and drawing up tenancy agreements
- It is now illegal to charge me

## **Flatmate agreement**

- I can be written or verbal
- I should say how much your bond, rent and costs are
- I say how much notice you have to give before you leave a flat
- I say whose responsibility it is to find another flatmate when you move out

## **Fixed-term tenancy**

- I am a tenancy agreement which lasts for a certain amount of time (for example, one year)
- I have an end date, at which point I will turn into a periodic tenancy (unless notice is given)
- Before my end date, the tenant cannot be asked to leave and the rent cannot be increased

## **Periodic tenancy**

- I am a tenancy agreement which has no end date
- I can only be ended if the tenant or landlord gives notice
- Tenants can end me by giving 21 days' notice to move out
- Landlord can end me by giving 90 days' notice asking the tenant to move out

## LEGAL NOTES

*Learn this information and integrate it into your facilitation. Don't read it out word for word!*

### Tenancy agreements

- Landlords must provide you with a written and signed tenancy agreement. If your landlord doesn't do this, they are committing a fineable offence.
- Even if you don't have a tenancy agreement and no matter what your tenancy agreement says, you have rights which you can't sign away under the Residential Tenancies Act 1986. If anything in your agreement seems excessive or unfair, or you are having issues with landlords or tenants, take it to your local Community Law Centre or ring the Ministry for Business, Innovation and Employment (MBIE) Tenancy Services on **0800 83 62 62**.
- Since 2019, landlords are required to include specific statements in your tenancy agreement:
  - Insurance statement: Info about the landlord's policy including whether they have insurance, the excess (the amount they have to pay to make a claim) and your liability under the policy
  - Insulation statement: Info about whether the flat is insulated, where it is, what kind of insulation and the condition it's in
  - Healthy homes statement: A signed statement saying that the landlord will comply with the healthy homes standards!
- Property condition reports are generally attached to a tenancy agreement. They are important because they can be used as evidence later on if there is damage to the property. Make sure you complete one as landlords sometimes 'forget' to do them with tenants!
- From July 2020, landlords also have to include specific information about how well they're meeting the new healthy homes standards.
- See the next section for more on the new healthy homes standards.

### Fixed-term vs periodic tenancies

- A fixed-term tenancy is a tenancy agreement which lasts a certain amount of time (for example, one year).
  - This makes it harder to leave the flat early, but also gives you security because your landlord usually can't end your tenancy early or increase your rent during the tenancy
- Periodic tenancies have no end date. This means you can live in the flat until either you or the landlord gives notice.

- Periodic tenancies have no end date meaning you can live in the flat until either you or the landlord asks to move out
  - Your landlord can move you out by giving 90 days written notice. Sometimes, a smaller notice can be given (for example, 63 days' notice if the landlord wants to move into the flat)
- From 2021, when a fixed-term tenancy expires it automatically becomes a periodic tenancy.

### Tenants or flatmates?

- Your rights and responsibilities depend a lot on whether you are a tenant or a flatmate.
- You are a tenant if you have signed a tenancy agreement with a landlord.
- You are a flatmate if your name is not on the tenancy agreement. For example, if you moved in after the tenancy agreement was signed.

### Flatmates

- Just because you have not signed anything does not mean you have no rights and responsibilities.
- But your rights and your responsibilities are less clear than a tenant's and depend on what you have agreed to.
- Even if you haven't signed anything, you still have an agreement (a 'contract') with the tenant(s). This agreement is whatever you have said (verbally, in emails, in texts) plus whatever is reasonable.
- Your rights and responsibilities are to the person whose name is on the tenancy agreement. While you can't use the Tenancy Tribunal, you can take a dispute with the tenant to the Disputes Tribunal (and vice versa).

### Flatmate agreements

- So how do you avoid problems? Get a flatmate agreement.
- These are simple agreements about things like:
  - How much notice you have to give before you leave the flat
  - Bond, rent, bills etc
  - Whose responsibility it is to find another flatmate when someone moves out and who pays the rent in the meantime
- You can get copies of sample agreements from your local Community Law Centre.



- Sample flatmate agreements can be found on the Tenancy Services website: [www.tenancy.govt.nz/starting-a-tenancy/flatting](http://www.tenancy.govt.nz/starting-a-tenancy/flatting)

## Rent

- Everyone living in a flat has to pay rent.
- Landlords must state a fixed amount of rent on the rental advertisement. It's illegal for landlords to make potential tenants bid and award the flat to the highest bidder.
- The tenancy agreement will tell you how much the rent is and when/how to pay (for example, automatic payment, cash).
- Usually, rent is paid in advance. This means that as well as the bond, you will probably need to pay one or two weeks' rent when you move into your flat.
- If you're paying your rent to another tenant, not the landlord, it's a good idea to keep a record. Other tenants are still liable to the landlord even if one tenant doesn't pass on the full rent to them.
- If a tenant moves out and stops paying their share of rent without the agreement of the other tenants and landlord, the other tenants are still liable to pay the full rent. Tenants can take the responsible person to the Disputes Tribunal to recover the rent.
- As of 2021, landlords can only increase the rent every 12 months.
- For fixed-term tenancies, landlords usually cannot increase the rent during the fixed-term unless the tenancy agreement allows this.
- Your landlord must give you a receipt every time you pay rent. If your landlord doesn't do this, they can be fined up to \$2,000.
- If you think your rent is higher than it should be, you can apply to Tenancy Tribunal to reduce it to the market price. You can view market rent figures at [www.tenancy.govt.nz/rent-bond-and-bills/market-rent/](http://www.tenancy.govt.nz/rent-bond-and-bills/market-rent/).

## Bond

- A bond is a safety net for the landlord: they can apply to the Tenancy Tribunal to keep some or all of this money if you do not pay your rent or you damage the flat.
  - It is illegal for landlords to ask for payments other than the bond as a safety net
- Tenants pay the bond (up to four weeks' rent) to the landlord, who must give it to Tenancy Services.
  - The landlord should give you a Bond Lodgement Form to fill out and give this form to Tenancy Services

- You should double-check the money was given to Tenancy Services because your landlord is legally required to give them your bond (but many landlords don't!). If they don't you can apply to the Tenancy Tribunal for compensation.
- If you're going into a pre-existing flat and becoming a tenant, you need to sign a "Change of Tenant" form instead.
- If everything is good when you move out, Tenancy Services will refund your bond in full. If the landlord tries to keep your bond unfairly, you can apply to the Tenancy Tribunal for a decision.

## Letting fees

- Letting fees used to be charged by letting agents and property managers for the costs of running open homes, drawing up the tenancy agreement and processing applications.
- Since the end of 2018, letting fees have been banned and you can't be charged for them.

## Expenses

- Automatic payments into a flat account are a convenient way to pay expenses – but make sure you see proof the person you are giving your money to is actually paying the bills!
- Splitting each bill ensures that each person is paying their share, but make sure you are putting money aside each week so you don't get stung with a big power bill you can't afford.

## Practical flatting tips

- Some good ways to look for a flat:
  - Trade Me has lots of flat listings
  - Property management companies (although you may have to pay a fee to use these services)
  - Friends or on Facebook
  - Notices on boards in cafes and libraries or university accommodation services
- Things to look out for when entering a tenancy:
  - Smoke detectors? Landlords are legally required to have smoke detectors installed in the flat
  - Insulated? Insulation is generally compulsory in rental homes
  - Affordable? Check how your rent compares to similar-sized flats in the area to make sure it is value for money

- Location? Weigh up the cost of rent versus the cost of travel: you may spend more on transport if the flat is far away
- Earthquake prone? The building may have been yellow stickered if it is less than 34% of the new building standard
- Lifestyle? Consider neighbours, other sources of ongoing noise and your space requirements
- Appliances? Know what other items come with the flat (buying or renting whiteware can be a hidden cost)
- Secure? Check that all the doors and windows lock
- Pets allowed?
- Parking availability? In some areas parking can be hard to find
- How many tenants can share the flat? Is there a different rent for couples?
- Sun / afternoon sun? Flats without sun can be damper, colder and darker
- View the flat on a wet day during the day: you get to see how damp, cold, dark and leaky the flat might be and ask the current tenants what the flat is like and if it has any problems.
- You can have a look at [www.tenancytribunal.govt.nz](http://www.tenancytribunal.govt.nz) to find out if there have been any problems with a landlord.

## SECTION 2

# Rights and obligations when renting or flatting

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### ACTIVITY #2 INSTRUCTIONS

- Draw an imaginary line from one side of the room to the other.
- Blu Tack the 'Landlord' card to the wall at one end and the 'Tenant' card to the wall at the other end.
- One end of the spectrum represents 'Tenants' and the other 'Landlord' in response to each question.
- Ask the class members to move to the end of the line to show who they think is responsible for each issue. If they are unsure, they can stand in the middle.
- Read out the questions on the next page. After you ask each question, ask the class members to discuss why they chose to stand there with those around them.
- After a minute or two, ask for volunteers from different places on the line to share their answer with the class.
- Reward good contributions to the discussion with chocolate!



## ACTIVITY #2

# Whose responsibility is it anyway?

TENANTS



LANDLORD

*Who has to pay rent on time?*

**TENANTS:** Must pay their rent on time.

*Who is responsible for the spilled Coca Cola carpet stain?*

**TENANTS:** Are responsible for any damage done on purpose or carelessly, even if it was caused by another person allowed in the flat. Tip: Make sure you take photographs of the flat before you move in and any damage you or your visitors cause!

*Who has to get a broken toilet fixed?*

**LANDLORD:** If the toilet was used normally (not stuffed full of paper by the tenants), it's the landlord's responsibility to keep the flat reasonably repaired.

*Who needs to give 24 hours' notice to do repairs or maintenance?*

**LANDLORD:** Can do repairs or maintenance with 24 hours' notice between 8am and 7pm.

*Who is responsible for all rubbish on the property?*

**TENANTS:** Must "keep the premises reasonably neat and tidy".

*Who does flat inspections?*

**LANDLORD:** Can inspect the flat with 48 hours' notice, once every four weeks, between 8am and 7pm.



# TENANTS



# LANDLORD

*There are mice in the flat! Who is responsible for pest control?*

**LANDLORD:** If the mice were in the house before the tenancy began

**TENANTS:** But only if the mice have come because tenant is being filthy

*Who has to mow the lawns?*

**TENANTS:** Mowing the lawn is the tenant's job unless it is agreed in the tenancy agreement that it is the landlord's. This agreement can set out the times or days that the landlord can mow or have the lawns mown!

*Who is responsible for mould growing in a flat?*

**LANDLORD:** If the house is not mould free at the beginning of a tenancy

**TENANTS:** Need to take care of the flat by airing it out and keeping it heated regularly to prevent mould

*Who can issue a 14-day notice? (What IS a 14-day notice?)*

**TENANTS & LANDLORDS:** Can both issue a 14-day notice telling the other to do something (such as do repairs or get up-to-date on rent)

## LEGAL NOTES

*Learn this information and integrate it into your facilitation. Don't read it out word for word!*

### **Landlord's responsibilities**

- Making sure the flat is clean and in good condition when the tenants move in.
- Keeping the property well maintained. This includes making sure a property can be used normally without growing mould and taking care of trees and shrubs (if you want to do any cutting or pruning make sure you have the landlord's written consent).
- Taking reasonable steps to make sure that none of their other tenants interfere with your peace, comfort or privacy (and you don't interfere with their's).

### **The new Healthy Homes standards**

- In 2019, the government introduced minimum standards for landlords to meet so that flats are warm, dry and healthy.
- All flats must have ceiling and underfloor insulation where it is "reasonably practicable" to install and they have to meet a minimum quality standard.
- There are also changes to heating, ventilation, moisture and draught stopping. These changes make landlords responsible for providing a heating source, and ensuring that the flat can be free from mould and dampness with things like openable windows and extractor fans.
- Your tenancy agreement must specifically state information about heating, insulation, ventilation, draught stopping and drainage standards at the property.
- If you move into a new flat or extend the tenancy after 1 July 2021, the landlord must make the required changes to meet the Healthy Homes Standards. If they don't, they could face a fine.

### **When can the landlord enter the flat?**

- You might be living in the landlord's property, but it's your home and "quiet enjoyment" is your right. Landlords can come over:
  - Any time if you agree, or if there's an emergency
  - To inspect the flat: with 48 hours' notice, once every four weeks, between 8am and 7pm
  - To test for meth: with 48 hours' notice (they have to tell you what they're testing for and give you the results in writing once they receive them)
  - To do repairs or maintenance: with 24 hours' notice and between 8am and 7pm

- Landlords don't always need to give notice to come onto the land if they have a good reason, for example if the landlord has agreed to do things like mow the lawns

### **Tenant's responsibilities**

- Paying the rent on time.
- Keeping the flat and grounds clean and tidy. Unless otherwise agreed on the tenancy agreement, you have to mow the lawns.
- Being a good tenant and neighbour – this means letting other flatmates and your neighbours live in peace.
- Sticking to the tenancy agreement. If it says pets are not allowed, don't try to keep a cat on the quiet, or have more people living there than you are allowed.
- Not altering the flat without permission.
- Allowing access when reasonable, including not changing locks.
- Not breaking the law, for example, you can't have a P-lab!
- Leaving the flat in a reasonably clean and tidy condition at the end of the tenancy. However, clauses requiring tenants to get carpets or flat professionally cleaned are likely to be illegal!

### **Changes to the property**

- From 2021, tenants are allowed to make minor changes to the property if they tell the landlord before making the changes. A minor change is a change that can be easily reversed to a similar condition once the tenant leaves.
  - For example, installing curtains or a baby gate is a minor change.
- For bigger changes, repairs or additions to the property, the landlord **MUST** give consent if the changes are reasonable. The landlord can add conditions to the changes and must respond in writing within 21 days.
- Tenants can request their landlord to install fibre broadband and the landlord must complete this request if it can be done at no cost.

### **Damage & repair**

- If you cause damage on purpose (or someone you invited over, unless you can show you tried to get them to leave) you must tell your landlord. They can ask you to get the damage repaired or pay for it



- If you cause damage by behaving carelessly, you have to pay towards the cost of the damage up to four weeks' rent or the landlord's insurance excess (an excess is the amount you must contribute toward a claim for each event that occurs) – whichever is lower.
- Insurance companies can't ask you to pay for the full cost of repairs for careless damage.
- You might be liable for wear and tear if you don't tell the landlord and it gets worse.
- If it is an urgent repair for something you didn't cause (like the plumbing fails), and you tried but can't get hold of the landlord, you can get it fixed and the landlord must pay you back.
- You should always get a property inspection report with everything detailed on it.
- You should take photos of the flat the day you move in and date them. This gives you protection if your landlord tries to hold back your bond for damage that was already there when you moved in.
- Infestations of vermin/insects: the landlord is responsible (for example, if there were ants in the house when you moved in) unless the infestation can be attributed to the tenant's failure to keep the house reasonably clean and tidy.

- There are rules the landlord must follow for disposing of any of your property that you leave behind at the end of your tenancy.

## ***Contents insurance***

- It may seem unnecessary, but as a tenant or flatmate, it is a good idea to take out contents insurance as your landlord's insurance doesn't cover your belongings.
- Most contents insurance policies include personal liability insurance in case you or your guests cause damage to your rental property or neighbouring properties.

## ***14-day notices***

- You can give your landlord a 14-day notice if:
  - Repairs need to be done
  - They won't leave you alone for "quiet enjoyment"
  - Any right in your Tenancy Agreement or in the Residential Tenancy Act is breached by your landlord
- A landlord can send you a 14-day notice if you:
  - Have done serious damage to the property
  - Are behind in rent

## Ending a tenancy



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### ACTIVITY #3

## Coming to an end

*Amy moved into her boyfriend's flat a few months ago. He was a tenant on the lease, but she never signed anything, which makes her a flatmate. They have broken up and she wants to leave ASAP without having to give notice. What can she do?*

She will need to give the other flatmates "reasonable" notice, although there is no specific notice period she legally needs to give. If she had a flatmate agreement it would probably be written in that (for example, two or three weeks)

*Henare is a tenant as he signed a fixed-term tenancy agreement until 31st March. After he finished his exams in November, he decided he wanted to move back home for the summer. What can he do?*

On a fixed-term tenancy, neither the tenant or landlord can give notice just because they want the tenancy to end. If he wants to leave before the end of the tenancy term he needs to get written permission from the remaining tenants and landlord. Often the remaining tenants will require that a replacement tenant is found

*Some tenants live in a flat on a periodic tenancy. The landlord has not been in contact since they signed the lease. They are wanting to move out because they have been offered a better flat. What can they do?*

Because they are on a periodic tenancy, they can give the landlord 28 days' notice in writing to end the tenancy

## LEGAL NOTES

*Learn this information and integrate it into your facilitation. Don't read it out word for word!*

### ***Giving notice for fixed-term tenancies***

- Landlord:
  - The landlord can't kick you out before the end of the term
  - You and your landlord must agree the fixed term is ending otherwise it becomes a periodic tenancy
  - If they don't give you notice, your tenancy automatically becomes a periodic tenancy
- Tenants:
  - You don't need to stay in the flat, but you **MUST** pay rent up to the end of the fixed-term
  - Before the fixed-term ends, you must give the landlord three weeks' notice if you want to leave
  - If you don't give notice, your tenancy automatically becomes a periodic tenancy
  - If you absolutely have to move out before the fixed-term end date, talk to your landlord ASAP – they may allow you to sub-let or assign the flat (and can't unreasonably refuse permission)
  - Subletting is where you move out and on-rent the place to someone else – a risky option because you still have an obligation to pay the rent, even if the person who moves in stops paying
  - Assigning the flat is preferable as another person takes over the rental contract so you no longer have any obligations to the landlord
  - If you really can't pay rent anymore, and you're facing severe hardship (for example you lost your job), the Tenancy Tribunal might let you end the tenancy early, though this is rarely allowed by the Tribunal
- Flatmates:
  - You need to give the other flatmates 'reasonable' notice or what is in your flatmate agreement (for example, two or three weeks)
- The Tenancy Tribunal might end the tenancy if the landlord has given you three written warnings over 90 days about:
  - Being late for rent payments
  - Causing damage
  - Threatening assault or assault
- Contact MBIE's Tenancy Services number to discuss your options with an advisor.
  - Phone: **0800 83 62 62 (0800 TENANCY)**

### ***Landlord notice for periodic tenancies***

- As of 2021, Landlords cannot give you notice to move out without providing a reason. Instead, there is a list of approved reasons which can be used to end the tenancy.
- 63-day notice if the landlord:
  - Wants to move into the rental property as their home or their family's home
  - Needs the property to house their employees or contractors (only if this is stated in the tenancy agreement)
- 90-day notice if the landlord:
  - Wants to sell or demolish the rental property
  - Has sold the property to someone who doesn't want tenants
  - Wants to begin extensive renovations, repairs, refurbishment or redevelopment and it would not be practical for the tenant to continue living at the property
  - Is not the owner and they no longer have an interest in the property
  - Wants to change the use of property from residential to commercial
- The Tenancy Tribunal might end the tenancy if the landlord has given you three written warnings over 90 days about:
  - Anti-social behaviour (harassment or nuisance)
  - Being late for rent payments
  - Causing damage
  - Threatening assault or assault

### ***Tenant and flatmate notice for periodic tenancies***

- Tenants:
  - You need to give your landlord 28 days' notice in writing
- Flatmates:
  - You need to give the other flatmates 'reasonable' notice or what is in your flatmate agreement (for example, two or three weeks)

## ***Withdrawing from a university hall of residence***

- University accommodation is generally not covered by the same law as residential flats. Check your contract for the withdrawal process as this depends on which university hall of residence you attend.
- If you want to withdraw before you move into a hall, you may be able to get a full or partial refund. This will depend on how late you withdraw and why.
- If you have moved in already and want to leave, you may have to pay a penalty of 25% of the full-year fees, or until your room is filled.
  - The residential manager of the hall may be able to waive these penalties if you have a good reason like withdrawing from university or medical reasons

## ***Other forms of notice***

- From August 2021, if a tenant can prove they are the victim of family or domestic violence, they can leave the tenancy with 2 days' notice and no financial penalty.

- The Tenancy Tribunal can declare a property to be an unlawful residential premises (for example, by failing to meet health and safety requirements). If the property was unlawful when the tenant moved in, they can leave the tenancy with 2 days' notice and no financial penalty.

## ***Assignment***

- Assignment is when a tenant transfers their tenancy to another person. This is another option for people who want to leave their tenancy early.
  - For example, if you wanted to move out and your friend Kennedy wanted to move in, assigning the tenancy to Kennedy would let them take over your tenancy.
- As of 2021, it is illegal to have a clause in your tenancy agreement which prevents assignment.
- Landlords must respond to any request for assignment in writing and cannot reject your request unreasonably.



## SECTION 4

# Resolving disputes and problems



### ACTIVITY #4 INSTRUCTIONS

- Tenancy Jeopardy: the game where every answer must be a question!
- Divide the class into groups and ask each team to come up with a buzzer.
- Go around the groups and get them to trial their team buzzer (loud is good!)
- In each round, read out the answers, and the teams have to “buzz in” with the correct question. They must answer in the form of a question – with a question mark at the end of their answer.
- The first team to buzz in gets a shot at answering. If the question they answer with is wrong, the other teams have a chance to buzz in.
- Keep a tally of which team wins each round.
- The first round is a practice, but all the rest of the rounds will be about tenancy...
- The team with the most points at the end wins chocolate!

## ACTIVITY #4

# Tenancy Jeopardy

## PRACTICE ROUND

- I have four legs
- I look like a horse, but I'm not a horse
- I run with the herd, and live in Africa
- In the film "Madagascar" I am called Marty
- I have black and white stripes

What is a **ZEBRA**?

But in the real game, all the rounds relate to tenancy law. Let's start!

## ROUND 1

- If you have a tenancy problem, it is a good idea to contact me
- You can call me on my helpline 0800 TENANCY
- You can visit my website [www.tenancy.govt.nz](http://www.tenancy.govt.nz)
- I am a service that provides information about your tenancy problems

What is **TENANCY SERVICES**?

## ROUND 2

- It costs about \$20 to apply to me
- You can use me if you have a problem with your landlord that can't be solved any other way
- You can use me while you're still living in your place, after you've left or if you have been kicked out
- If want to use me, you will probably have to try 'mediation' first
- If mediation doesn't work, an adjudicator will decide who needs to do what

What is the **TENANCY TRIBUNAL**?

## ROUND 3

- Landlords who discriminate against people because of their race, age, sex, sexual orientation, family status, disability (or one of the other prohibited grounds) risks breaking the law and can get in trouble with me
- If your landlord or property agent has discriminated against you, you can complain to me
- It is free to make a complaint to me
- I am a commission that exists to protect your human rights

What is the **HUMAN RIGHTS COMMISSION**?

*continued...*

## ROUND 4

- Landlords can ask you about me but you don't have to tell them or agree to a police check
- If you are asked about me your landlord needs to say why they are asking
- If you tell your landlord about me, they can decide not to lease you a flat because of me
- I am a record about you kept by the Police

*What is a **CRIMINAL RECORD**?*

## ROUND 5

- There are 24 of me around Aotearoa
- I can help you if you get into trouble with your landlord
- If you visit me, you can talk to a lawyer one-on-one about your legal problem
- You can get free legal advice from me

*What is a **COMMUNITY LAW CENTRE**?*

## LEGAL NOTES

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### Discrimination

- Unemployed? Under 18? Got a kid? Gay? A landlord can't use these as reasons not to rent you the flat.
- Your landlord can't ask for any of the following information:
  - Nationality, ethnicity, origin or citizenship
  - Physical or mental disability or illness
  - Personal beliefs or opinions
  - Marital and family status
  - Gender and sexual orientation
  - Rent paid previously
  - Current expenses
  - Proof of insurance
  - Employment history
- If you think a landlord has refused you for one of these reasons, visit your local Community Law Centre, the Tenancy Tribunal or complain to the Human Rights Commission.

### Human Rights Commission

- A property owner or their agent who discriminates against people because of their race, age, sex, sexual orientation, family status, disability (or one of the other prohibited grounds) risks breaking the law.
- You can make a complaint to the Human Rights Commission if you think this has happened to you.

### Can landlords check your criminal history?

- Landlords can ask prospective tenants about their criminal history, but tenants do not have to give the information or agree to a police background check.
- If they do ask, they must tell you why they are asking, and how long they're going to keep this information for.
- Once they have the info, they CAN discriminate on the basis of criminal history – they could refuse to let you have the flat.

### Applying to the Tenancy Tribunal

- If you can't sort the issue out with your landlord, either by talking it over or by sending a 14-day notice, you can apply to the Tenancy Tribunal. You can also apply to the Tenancy Tribunal if the landlord tries to kick you out without enough notice.

- You fill out a form and pay \$20.44, and the process can take between two to three weeks.
- You will first be directed to mediation, in which you talk on the phone with an independent mediator and try to find a solution to your problem. You can opt-out of mediation, but this doesn't speed the application process up.
- If no solution can be found, the dispute will go to the Tenancy Tribunal. The adjudicator will make a decision.

### Being taken to the Tenancy Tribunal (Termination Orders)

- Landlords can apply to the Tenancy Tribunal for a termination order if:
  - You've caused serious irreparable damage to the property
  - You've failed to remedy a breach of tenancy agreement in 14 days (and they've issued you with a 14-day notice)
  - You're 21 days behind in rent (they don't need to issue you a 14-day notice first)
  - You assaulted the landlord or neighbour
- If you're behind in rent:
  - Check if all payments have been processed (by your bank or employer)
  - Don't avoid the landlord – contact the landlord immediately to discuss the problem
  - Pay whatever you can – a part payment is better than nothing at all
  - Look at other help available (for example, through Work and Income)

### Who can help?

- Tenancy Services can provide information for tenancy problems and have templates for things like 14-day notices that tenants can use:
  - Phone: **0800 83 62 62 (0800 TENANCY)**
  - Website: [www.tenancy.govt.nz](http://www.tenancy.govt.nz)
- Remember to visit your local Community Law Centre for advice and YouthLaw may be able to help you as well!

# THANK YOU!



## WRAPPING UP

- Hand out the evaluation forms: make sure everyone fills one in.
- Thank everyone for participating. Find your own way to wrap up the class.
- Remember to link people in with their local Community Law Centre or YouthLaw if needed.
- Follow up on any questions or issues: bring the correct answers to your next class.
- Make sure to pass on any feedback you have about this module to: [info@wclc.org.nz](mailto:info@wclc.org.nz)
- Have a rest!



ACTIVITY #1

# Heads Up

LANDLORD

EXPENSES

TENANCY  
AGREEMENT

RENT

BOND

LETTING FEES

TENANT

FLATMATE  
AGREEMENT

FLATMATE

## ACTIVITY #1

# Heads Up

- I have to pay for repairs to the property if they occur due to normal wear and tear
- I make sure tenants sign a tenancy agreement
- I own property and lease it out to tenants

- I need to be paid by everyone living in the flat
- I have to be paid on time or penalties might apply
- You can split me equally every time a new bill arrives or everyone can set up an automatic payment into a flat account to pay me
- I can only be increased every 12 months

- I can cost up to four weeks' rent
- If the landlord proves it, they can use this money to pay for damage, unpaid rent and cleaning
- To pay me, you sign a Bond Lodgement Form and you or your landlord lodge me with MBIE

- If you don't pay me you could be taken to the Tenancy Tribunal or the Disputes Tribunal
- I am usually paid one or two weeks in advance
  - I am the collective responsibility of everyone in the flat

- It is illegal to rent a place without me
- You can use me at the Tenancy Tribunal to help prove the case against your landlord
- I usually say whether a tenancy is fixed-term/periodic
- I need to include information about the landlord's insurance police, an insulation statement, a healthy homes statement and a property condition report

- I used to be charged for the cost of running open homes and drawing up tenancy agreements
  - It is now illegal to charge me

- I signed a tenancy agreement to live in my place
- I have to keep my place reasonably clean and tidy
- If I have a fixed term tenancy, my landlord generally can't ask me to leave
- If I have a periodic tenancy, my landlord has to give me notice and cause if they want me to leave
- I have to give notice if I want to move out

- I can be written or verbal
- I should say how much your bond, rent and costs are
- I say how much notice you have to give before you leave a flat
- I say whose responsibility it is to find another flatmate when you move out

- I have a verbal or a written agreement with the tenants
- I have obligations like paying rent and keeping the place tidy
- Tenants can take me to the Disputes Tribunal if I've done something wrong
- I don't have an agreement with the landlord, because I am not on the Tenancy Agreement

ACTIVITY #1

# Heads Up

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FIXED-TERM  
TENANCY

PERIODIC TENANCY

## ACTIVITY #1

# Heads Up

- I am a tenancy agreement which lasts for a certain amount of time (for example, one year)
- I have an end date, at which point I will turn into a periodic tenancy (unless notice is given)
- Before my end date, the tenant cannot be asked to leave and the rent cannot be increased

- I am a tenancy agreement which has no end date
  - I can only be ended if the tenant or landlord asks to leave by giving notice
    - Tenants can end me by giving 21 days' notice to move out
    - Landlords can end me by giving 90 days' notice asking you to move out

ACTIVITY #2

Whose responsibility is it anyway?

TENANTS



ACTIVITY #2

Whose responsibility is it anyway?

LANDLORD

### ACTIVITY #3

## Coming to an end

*Amy moved into her boyfriend's flat a few months ago. He was a tenant on the lease, but she never signed anything, which makes her a flatmate. They have broken up and she wants to leave ASAP without having to give notice. What can she do?*

*Henare is a tenant as he signed a fixed-term tenancy agreement until 31st March. After he finished his exams in November, he decided he wanted to move back home for the summer. What can he do?*

*Some tenants live in a flat on a periodic tenancy. The landlord has not been in contact since they signed the lease. They are wanting to move out because they have been offered a better flat. What can they do?*

