

Tenants' rights – and obligations

Tenants and landlords often ask about their rights and obligations.

In this week's column I cover the basic tenants' rights and obligations (with an article on landlords' rights and obligations to follow).

If you sign up to a residential tenancy you are entitled to:

- A copy of the signed tenancy and a receipt for any payments made. Your bond must not exceed four weeks' rent.

- A clean and tidy property before you move in. You must keep it clean and tidy and leave it so when you depart. All locks must work and the property be reasonably secure when you move in.

- At least 60 days' notice of an increase in rent and 48 hours' notice of any inspection of the property. You do not have to agree



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to more than one inspection every four weeks.

- Notice in writing if the property is going to be sold. Your consent must be obtained for visits by real estate agents, valuers or potential purchasers. You must agree on reasonable terms that suit you and the landlord.

- Twenty-four hours' notice for the landlord to enter to carry out repairs unless there is an emerg-

ency. Repairs should be carried out between 8am and 7pm unless you agree.

- Be reimbursed the costs of emergency repairs if you tried to contact the landlord to carry out those repairs, but were not able to reach them or they failed to arrange the repairs.

The tenant must:

- Fix any damage you or your visitors cause and notify your landlord of any damage and necessary repairs.

- Pay your rent on time and without deduction even if you have carried out repairs. The landlord cannot ask for more than two weeks' rent in advance.

- Pay for your electricity, water, gas and internet use unless agreed otherwise.

- Ensure that you do not let more people live in the property than

the number specified in the agreement. You are allowed short-stay visitors who exceed this number.

- Not change the locks or renovate the building without the landlord's consent, but you are allowed to reasonably put up things like shelves.

- Give 21 days' notice of your departure if you are on a periodic tenancy (usually month to month).

- Leave the place clean and tidy and free of all your belongings when you vacate.

- Not remove any of the landlord's belongings.

- Not threaten the landlord or neighbours, or disturb the peace or privacy of other tenants or neighbours or allow your visitors to do so.

- Not interfere with smoke alarms or fire escapes or do anything

illegal at the property.

- Return all keys, access cards and garage openers etc.

You are entitled to the return of your bond from the Ministry of Business, Innovation and Employment and should get the form signed by the landlord (less rent or damages outstanding).

You cannot transfer the tenancy to anyone else. However, if the tenancy is in your name you can take on flatmates. You are responsible for their actions.

It pays to have tenants' insurance to cover any damage they or visitors may do. Otherwise you can be up for the cost of the repairs.

■ Column courtesy of Rainey Collins Lawyers, phone 0800 733484. If you have an inquiry, email aknowsley@raineycollins.co.nz.