

A landlord's rights and responsibilities

If you are letting a residential property to a tenant you have rights and obligations.

Your rights:

- To be paid on time (without deduction).
- To be told of any damage or necessary repairs as soon as possible.
- To require the tenant to fix or pay for damage they or visitors cause (deliberate or negligent).
- To be given 21 days' notice if the tenants wish to leave (fixed-term leases are different).
- To be given access at reasonable times by agreement for prospective tenants, agents, valuers or purchasers.
- To have the property kept clean and tidy during the tenancy and upon departure.
- To have all keys etc returned upon departure.
- To set a maximum number of residents (note this does not exclude temporary visitors staying over).
- To access the property to do repairs. Emergency repairs can be done at any time. Non-urgent repairs should be between 8am and 7pm.
- To inspect the property between 8am and 7pm once every four weeks (upon 48 hours' notice).
- To limit who is the tenant. You can do this in the agreement.

Your obligations:

- To provide a signed copy of the agreement to the tenants.



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- To carry out all necessary repairs (other than tenants' deliberate or negligent damage).
- To give 24 hours' notice of carrying out non-urgent repairs.
- To give 48 hours' notice of an inspection.
- To send the bond money (you cannot require more than four weeks' bond) to the Ministry of Business Innovation and Employment within 23 working days.
- To provide receipts for payments.
- To provide a clean, tidy property.
- To ensure the locks work and the property is secure.
- To keep all services, such as plumbing and wiring, safe and working.
- To provide a water supply.
- To give 60 days' notice of any rent increase.
- To take steps to stop your tenants disturbing other tenants.
- To repay the tenant for emergency repairs (if the tenant reasonably attempted to advise you in advance so you could fix it).

■ To advise the tenants (in writing) if you put the property up for sale.

■ To limit rent in advance to two weeks.

■ To leave the tenants in peace and privacy.

■ To not hold the tenants' possessions as security.

■ To not cut off or disrupt gas, water, phone or electricity except in an emergency or for repairs.

■ To not change the locks or evict a tenant without an order from the Tenancy Tribunal.

B asks about his right to request a correction of information held by an organisation which he does not agree is correct. Can he insist on a correction?

You have a right to request the correction of information held about you.

Often the holder will change the information, if they can see that what they have is incorrect.

Sometimes it is not clearcut, so the holder does not have to correct it. However, if they do not correct it, they must make it clear on your file that you have requested a correction and what the changes are that you requested.

That is so anyone looking at the file is fully informed about the issue in dispute.

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