



LIFE WHEN RENTING

AGEING WELL NATIONAL SCIENCE CHALLENGE
Enabling Older People's Independence
in the Tenure Revolution



GOOD HOMES FOR GOOD LIVES

Empowering housing decisions as we age

Going for Good Renting

A Guide for Renting in Later Life

Being a Successful Tenant

<https://renting.goodhomes.co.nz/>

Contents

1. Introduction	1		
2. Your tenancy rights and responsibilities	2		
Resources	2		
3. Paying rent and rent increases	3		
Missed a Rent Payment?	3		
Rent increases	4		
4. Property inspections	5		
5. Repairs and maintenance	6		
What to do if the problem is not fixed in a reasonable time	8		
Getting to grips with repairs – story	9		
Urgent repairs	10		
Who's responsible for repairs and damages?	10		
Contents insurance	11		
Resources for tenants support & advocacy	12		
Checklist for requesting repairs and maintenance from your landlord	13		
Tops at home maintenance – story	14		
Renovations	15		
Asbestos	17		
6. What to do if your rental is damaged in a natural disaster			18
7. Quiet enjoyment			19
Resources			20
8. Living in a complex or close to others			21
Resources			22
Tools for the job – story			23
9. What happens to your tenancy if you go to hospital?			25
A good recovery – story			27
10. What to do if you want or need someone to live with you			28
11. Abuse by a landlord or property manager			30
Can I end my tenancy early if I am being abused and I need to leave my home?			31
12. How to get help if it all goes wrong with your tenancy			33
Your Tenancy Checklist			35
Acknowledgements			Inside back cover

1. Introduction

Congratulations, you have a place! This booklet covers some important aspects to help you to get the most out of your rental accommodation:

- Your tenancy rights and responsibilities.
- Paying the rent.
- Paying for utilities
- Property inspections
- Repairs and maintenance
- Renovations
- What to do if your rental is damaged in a natural disaster
- Quiet enjoyment
- Living close to others
- What happens to your tenancy if you need to go to hospital
- What happens if you want or need someone to live with you
- Abuse by a landlord
- What to do if things go wrong with your tenancy.



2. Your tenancy rights and responsibilities

The rights and responsibilities of tenants and landlords are set out in the Residential Tenancies Act and covered in the Overview booklet.

Tenancy Services provides detailed information on rights and responsibilities.

This information is available in pamphlets in several languages that can be downloaded:

www.tenancy.govt.nz/starting-a-tenancy/new-to-tenancy/key-rights-and-responsibilities/

It's a good idea to keep a copy of tenants' and landlords' rights and responsibilities in your tenancy file for quick reference. It's also a good idea to keep your tenancy agreement, bond details, rental receipts, property inspection reports and dated photos and other information related to your tenancy all in one place in a file and to have additional copies stored safely.

Resources

If you have questions about your tenancy or your rights as a tenant, you can seek advice from:

- Your local Community Advice Bureau (CAB), freephone 0800 367 222
- Your local Community Law Centre
- Tenancy Services has offices in Auckland, Manukau, Hamilton, Wellington and Christchurch, and some regional centres. Phone 0800 836 262 for advice and to make an appointment for a face-to-face meeting.
- Tenants protection associations operate in various places including Christchurch, Auckland, Wellington and Manawatu.

3. Paying rent and rent increases

It is your responsibility to pay your rent on time. Many people ensure that this is done by setting up an automatic payment through their bank to the landlord.

It's important to keep your own records of payment and to ask your landlord for receipt of payment. By law landlords are required to keep accurate records of rental and bond payments.

Missed a rent payment?

If you ever get into rent arrears, contact your landlord immediately to discuss how to resolve the issue. You might be able to come to an arrangement to pay the arrears in instalments. Make sure that the arrangement is a realistic one for you, and takes into account your other regular outgoings and financial commitments. Otherwise the plan may make you worse off in the long-term. It's important to have a written agreement

with your landlord as to how the rent arrears will be paid.

If you cannot make arrangements for repayments with your landlord you may qualify for government assistance, either through an Advance Payment of Benefit if you're already receiving a benefit or a Recoverable Assistance Grant if you're not on a benefit. Any assistance you receive will need to be repaid, but repayment can be made in instalments. Eligibility is dependent on need, how much you and your partner earn, as well as any assets you may have.

If you are under 65 and need help paying your arrears contact Work and Income: 0800 559 009.

If you are over 65 and need help paying arrears call Senior Services: 0800 552 002.

The landlord can apply to the Tenancy Tribunal to ask for arrears to be paid. By law your landlord must give you at least 14 days to resolve the arrears.

Rent increases

If you have a periodic tenancy, your landlord can make a rent increase once every 180 days, and must give no less than 60 days' written notice of

the increase to the tenant. If you live in a boarding house, your landlord must give you no less than 28 days' written notice.

If the tenancy is for a fixed term, no increase is allowed during that term, unless allowed under the tenancy agreement.

The amount a rent can be increased is not regulated. However, you can apply to the Tenancy Tribunal if you believe your rent to be substantially above market rate.



If it's a struggle to pay the rent, think about the following:

Do you receive an Accommodation Supplement to help with rent expenses? If you already receive the supplement, it may help to ask Work and Income to review whether you are receiving the correct amount of assistance.

Getting help with budgeting, for example from the local family budgeting service.

Consider sharing your accommodation with others, but make sure it is allowed under your tenancy agreement.

Moving to a cheaper rental.



4. Property inspections

Most landlords / property managers do a regular property inspection. Often their insurance requires that regular property inspections be done. There is no legal requirement to conduct property inspections.

The Residential Tenancies Act states that a property inspection can only happen once in a four week period.

The Act also states that the landlord must give at least 48 hours' notice about a property inspection. They should also arrange a time for the inspection that suits you. Inspections must take place between 8am and 7pm.

You do not have to be present at an inspection, although it is an opportunity for you to raise any matters with your landlord.

A property inspection should focus on the condition of the property, identifying any damage or repairs and maintenance required.

You should ask your landlord for a copy of the inspection report, along with any photos taken.

Make sure that photos are dated.

A good landlord / property manager will be courteous when arranging the inspection and inspecting the property. They will make a time that suits you, and ask if you wish to be present at the inspection. If they take photos, they will be careful not to include your belongings in the photos. The landlord is obliged to treat information about you with care and must abide by the Privacy Act.

Good landlords encourage feedback from their tenants and use the inspection as an opportunity to identify anything that needs to be fixed.

The Tenancy Services website has a property Inspection Report form:

www.tenancy.govt.nz/maintenance-and-inspections/inspections

5. Repairs and maintenance

The landlord is required by law to do repairs and maintenance. The landlord must maintain the premises in a reasonable state of repair and comply with relevant building, health and safety legislation.

This means that plumbing and electrical wiring must work safely, and the structure of the building must be safe to live in.

Under the Residential Tenancies Act you must notify your landlord about any repairs that are needed as soon as possible. You should also notify your landlord about any pests and rodents straight away as these could be a health hazard and can cause damage to fixtures and wiring.

Contact your landlord / property manager as soon as possible about any problem, as the longer the problem is left, the more serious it could become. Prompt notification of a problem also protects you, as the landlord may be able to claim some of the costs of repair from the tenant if a problem is left and gets worse.

Your landlord / property manager should have provided you with their contact details and explained the best way for them to be contacted when you moved in to the property.

By law the landlord must give you at least 24 hours' notice to do any necessary repairs or maintenance. The landlord does not have to give notice to come on to the section (e.g. to prune a tree or mow the lawn).

It's good landlord practice to discuss with you the timing for fixing the problem. The landlord should tell you how long the problem will take to fix and notify you if there are any delays.

Some landlords allow their tenants to contact named tradespeople if repairs are required.

Check with your landlord to see if they have such an arrangement with tradespeople. Also, some landlords allow their tenant to do some repairs. If you are a keen handyperson, you may want to raise this possibility with your landlord.

It can be daunting to raise the need for repairs or maintenance with the landlord. If you feel that you

need support in raising concerns about repairs and maintenance, there are various organisations that provide advice and support. These include Tenancy Services, as well as your local Community Law, CAB and Age Concern. Tenants protection associations, available in some areas, can offer advice and support.



Want to check out the condition of your rental?

There is a tool that can help you identify what needs to be fixed around the home. The tool helps to identify essential, 'must do' jobs as well as non-urgent or 'nice to do' jobs.

It also gives tips for making your home safer.

There is also a technical version of the tool for landlords and property managers.

It includes home diagnostics and an electronic spreadsheet with suggested priorities and costing information.

Both tools can be downloaded from Good Homes for Good Lives, Tools for You.

www.repairsandmaintenance.goodhomes.co.nz/tools/

What to do if the problem is not fixed in a reasonable time

If the problem is not fixed within a reasonable time you should make the request again, in writing, if you haven't already done so. Make sure that you keep a copy of your request for yourself. It's a good idea to keep a written record of all contact with your landlord or property manager about repairs, such as the date and time of phone calls or visits and what was said. If you use email, this is a good way of keeping a record of contact with the landlord or property manager.

By law, if the landlord is required to fix something but doesn't, the tenant can issue a 'notice to remedy' for the work to be done.

Similarly, if the tenant is required to fix something and doesn't, the landlord can issue a 'notice to remedy' for the work to be done.

You can access the 'notice to remedy' form from Tenancy Services here:

www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act

You cannot withhold rent if repairs are not done. However, it is appropriate for you to discuss with your landlord a temporary reduction in rent if repairs are delayed or if doing repairs results in inconvenience, for example the work affects your use and enjoyment of the property.

Community Law has two letter templates relating to requesting rent reductions:

www.communitylaw.org.nz/resources/legal-letters/

Getting to grips with repairs

Mr R. is in his 70s and has lived in a city suburb for almost 30 years. He knows the area very well, has made many friends and is close to the things he loves to do. That's why he doesn't want to leave.

But his rental isn't safe for him. The steps and pathway to the house are perilous. Mould and moss make them slippery when it's wet. Chicken wire was installed on the surface of the steps to provide some grip, but that's worn in places and is now a hazard too.

Inside the house it's cold in winter as there is no insulation. It's also hard for Mr R. to use the appliances he needs since the electrical wiring is inadequate. He can only operate two appliances at once. Mr R. knows there's a lot to fix in the house but he says he's reluctant to 'rock the boat' by raising these matters with his landlord. He's just managing to pay the rent and is afraid that if the landlord gives him notice in response to him asking for repairs and insulation, he won't be able to

find anywhere else that he can afford.

One day Mr R. was at his doctor's and got talking about his situation. The doctor referred Mr R. to his local Age Concern office, where he was put in touch with a fieldworker. The fieldworker has visited Mr R. in his home and they have talked through his concerns. It's early days, but Mr R. thinks that with the support of the fieldworker he can work through how to deal with his situation.

Urgent repairs

In certain circumstances the tenant can do serious and urgent repairs. There are provisions in the Residential Tenancies Act requiring the landlord to compensate the tenant for reasonable expenses where the tenant has paid for serious and urgent repairs, which were not caused by a breach of the tenancy agreement, and where the tenant advised the landlord of the state of disrepair.

Who's responsible for repairs and damages?

The tenant is responsible for intentional damage done by themselves or invited guests.

The tenant is not responsible for repairs or damage arising from burglaries, natural events (such as storms, floods and earthquakes), or fair wear and tear. If damage is caused by carelessness and the damage is covered by the landlord's insurance,

the tenant will not be liable for the cost of repairs, unless it was the result of an imprisonable offence.

Responsibility for dealing with pest infestations depends on the circumstances. Infestations caused by a tenant's lack of cleanliness could be argued to be the tenant's responsibility. If the tenant thinks that the problem is caused by the landlord not maintaining the property or failure to deal with damage such as holes in external walls or flooring, then the tenant has good grounds for requesting the landlord address the situation, or if necessary, making a complaint to the Tenancy Tribunal.



Retaliatory Notice

A landlord can't give notice to end a tenancy because the tenant has made a reasonable request for repairs or maintenance to be done. A notice given to a tenant when they complain or stand up for their rights is called a 'retaliatory notice' and is unlawful. If you think that your landlord has given you notice simply because you have asked for repairs, you can challenge this through the Tenancy Tribunal.

Tenancy Services :
www.tenancy.govt.nz/ending-a-tenancy/giving-notice-to-end-tenancy/

For more information, see:

Tenancy Services:
www.tenancy.govt.nz/maintenance-and-inspections/
Freephone 0800 836 262

Contents insurance

Consider taking out contents insurance to cover your belongings and your liability for damage to the property.

Some insurance companies offer renters insurance. Often these policies cover not only your belongings and liability cover, but also temporary accommodation if your rental is damaged and you cannot live there.



What is fair wear and tear?

Fair wear and tear refers to the natural, gradual deterioration of the property or chattels provided by the landlord that is caused over time by normal, regular, reasonable use. For example, floor coverings that are worn, tap washers wearing out or a stove wearing out from normal cooking.

A tenant is not responsible for paying for replacement of items that can be considered to have deteriorated through fair wear and tear.

For more information, see Tenancy Services www.tenancy.govt.nz/maintenance-and-inspections/repairs-and-damages/

Resources for tenants support & advocacy

If you have an issue about repairs or maintenance, and you would like some information or advice, here are some places you can contact for help:

- Your local CAB
- Your local Community Law Centre
- Your local Age Concern Office
- Tenancy Services has offices in Auckland, Manukau, Hamilton, Wellington and Christchurch, and some regional centres. Phone 0800 836 262 to make an appointment for a face-to-face meeting.
- Tenants protection associations operate in various places including Christchurch, Auckland, Wellington and Manawatu.

Checklist for requesting repairs and maintenance from your landlord



As soon as possible after you have noticed a problem, report it to your landlord or property manager and ask for it to be fixed.

- You have followed the correct process for requesting repairs and maintenance. For example, you have contacted the landlord directly or the property manager who deals with day-to-day requests.

- You have reported what needs to be fixed in writing. You have given an outline of the things that need to be done. If possible, you have included a photo of what needs fixing.

- You have kept a record of progress. This is a record of all contacts about the problem, including letters, emails, dates and times of visits and phone calls and what was said.

- You have allowed access to your place so that the repairs can be done.

- If there is no response or update from the landlord within a reasonable time, you have repeated your request in writing.

- If there is still no action, you have sought advice from Tenancy Services (0800 836262) and issued the landlord with a notice to remedy if required.

- If you are finding it hard to make a request, or deal with the landlord or property manager, you have sought advice from Tenancy Services, local Community Law Centre, local Age Concern or local tenants protection association.

- If the issue concerns environmental health (e.g. sewerage or drainage problems, fire risk, pests, lack of drinking water or dilapidated housing) you have sought advice from your local council.

Tops at home maintenance

Donna is in her late 60s, and lived in her own home for most of her life. She had also owned an apartment as an investment property, which she rented out while she was working, and later sold in retirement.

In older age, maintenance tasks and accessibility around her own home became more challenging, and Donna decided to sell her house and move to renting. After some challenges finding a place, she was pleased to move into a house that could fit most of her furniture and treasured belongings, and her landlord has been kind, approachable and responsive.

Donna and her landlord have a good rapport, and he provided her with all of her tenancy rights information and documentation before she

signed the contract. The landlord goes 'above and beyond' in Donna's view, and has been especially helpful with a range of home maintenance tasks. He pops by to say hello and check on her when he drives past, and keeps on top of the lawns and weed spraying. When she fell on the outside steps and gashed her leg, he made it a priority to put non-slip mesh on the stairs. He also changes the light bulbs when needed, so that Donna doesn't have to try and balance on a ladder with her injured leg.

Not long after moving in, Donna was diagnosed with a potentially terminal health condition that required major surgery. She discussed this with the landlord, who was happy for her to stay on in the house. This assurance made Donna feel 'as secure as can

be', knowing that for as long as she could pay the rent, she was not at risk of being evicted during her recovery.

Years later, Donna continues to live in the house and is still happy with its quality and location, as well as the standard of maintenance. She says she has had 'an extremely positive experience' but acknowledges that many others in her community have not been so fortunate. She is settled in this house and considers the landlord a friend, and feels she will be able to live there for as long as her health permits. Having opted against further invasive treatment, Donna is unsure how long this might be, but feels that the support she gets from her landlord contributes to her overall wellbeing and happiness.

Renovations

Your landlord may want to do renovations while you continue your tenancy. They should discuss their intentions and come to an accepted arrangement with you. The arrangements should be made in writing and clearly outline the terms and conditions agreed to. This may include:

- Whether you can stay in your home or have to move out temporarily
- Whether rent will be reduced (or frozen if you must move out) during this period
- Alternative storage if necessary
- Who will cover the cost of outgoings (e.g. power, water) while the renovations are done
- How long the renovations will take and what will happen if it takes longer
- Dates and times when the work will take place

Check with the landlord if the rent will increase following renovation. If your tenancy is for a fixed term no increase is allowed during the term agreed to. If you have a periodic agreement your landlord must give you a minimum 60 days' notice of the increase. It must not take effect within 180 days of the last rent increase and must remain in line with the market rent for your area.

If the renovations do not include necessary repairs and maintenance and an agreement cannot be reached, the landlord may be unable to proceed with renovations during the term of your tenancy. Refusing to permit unnecessary internal renovations is within your rights and not adequate grounds for the landlord to issue notice. If the work is necessary for repairs and maintenance the landlord must give you a minimum of 24 hours' notice.

No notice is required for work outside the dwelling (including building exterior). Regardless of the nature of the renovations, they must not interfere with your right to quiet enjoyment.

The landlord needs your consent for any amendment to, or variation from the tenancy agreement (e.g. removing or altering features or appliances that were in place at the time you signed the agreement). If you cannot come to an agreement you can apply to the Tenancy Tribunal for resolution. Alternatively, you can negotiate with the landlord for a variation on your tenancy agreement, such as a rent reduction.

For advice and information:

- Your local Citizens Advice Bureau, freephone **0800 367 222**
- Your local Community Law Centre
- Your local Age Concern
- Tenancy Services
freephone **0800 836 262**



Asbestos

Sometimes when repairs or renovations are done, materials that contain asbestos are uncovered.

Examples of these materials include pipe lagging, vinyl backing and some roof and wall cladding.

Residential landlords must comply with regulations for the safe management and removal of asbestos (under the Health and Safety at Work Act).

Landlords are expected to:

- Identify whether the dwelling has asbestos and if so, the extent, location and condition it is in
- Ensure tenants are not exposed to the risks of friable asbestos (asbestos that can be crumbled to powder)
- Have an asbestos management plan (if there is risk of exposure) outlining where the asbestos is, the plan to leave or remove it, any changes that may affect the risk of exposure and policies and procedures for tenants and workers to follow

It may be safe to leave the asbestos undisturbed. However, if the landlord intends to carry out renovations that could disturb asbestos, a licensed asbestos abatement professional should be called in. You may need to leave the premises until any risk has been managed. In this case the landlord must arrange and pay for alternative accommodation, however you must continue to pay rent.

For more information see Worksafe:

www.worksafe.govt.nz/topic-and-industry/

6. What to do if your rental is damaged in a natural disaster

If your landlord/property manager has not contacted you, as soon as possible after a natural disaster to ascertain your wellbeing and any property damage, get in touch with them to discuss any damage.

By law the landlord must ensure that the property complies with all health and safety requirements, so you can expect that they will arrange for the building to be inspected.

If repairs are needed your landlord should discuss with you whether you can safely stay in the property while those repairs are done, or whether you will need to move out. The landlord does not have to provide alternative accommodation for you, but should keep you fully informed about progress and when you can move back in. You do not have to pay rent over the time that you are absent. If you have insurance, your policy may cover temporary accommodation costs, moving

and storage costs, although there may be a time limit or limit on the amount of costs.

If the building is partially or fully destroyed or damaged so that it is uninhabitable, the tenant is legally entitled to a rent rebate and either the tenant or the landlord can terminate the tenancy, although there are requirements around that depending on the extent of damage of the property.

Resources

Contact Tenancy Services for advice about what to do after a natural disaster:

Freephone 0800 836 262

7. Quiet enjoyment

Your rental is your home. You have a right to 'quiet enjoyment'. This means that you are entitled to privacy, peace and comfort and the 'right and full benefit of the premises without interference'.

The landlord / property manager must not harass you, enter the property without proper notice or outside of permitted hours. If they do so this is a breach of the Residential Tenancies Act and, if carried on to the extent that it constitutes harassment, becomes an unlawful act.

Equally, you must respect the rights of others to quiet enjoyment. That means not making excessive noise or disturbing other tenants or neighbours. You must allow the landlord / property manager reasonable access to the property as allowed by law.

If you feel your right to quiet enjoyment has been breached the first step is to discuss your concerns

with your landlord / property manager and follow this up in writing. Letter templates are available on the Community Law website if you want help with drafting or formatting. If the landlord or property manager continues to intrude on your quiet enjoyment you have the option of serving them with a notice to remedy and/or seek mediation. At this point an application can be made to the Tenancy Tribunal and, if desired, compensation sought.

If another tenant is causing a problem, the landlord has a responsibility for ensuring quiet enjoyment. Community Law can provide advice about this situation (see Section 8).

Resources

Community Law

Free service providing advice, advocacy and information.

Tenancy letter templates relating to quiet enjoyment:

www.communitylaw.org.nz/resources/legal-letters/

Tenancy Services

For information on options, processes dispute resolution, and ongoing breaches:

www.tenancy.govt.nz/disputes/

Notice to remedy form:

www.tenancy.govt.nz/disputes/breaches-of-the-residential-tenancies-act



8. Living in a complex or close to others

Some types of rental accommodation mean that tenants are living in a complex or close to neighbours. For example, many council flats and some HNZ properties are located in complexes. Similarly, private rentals can be semi-detached, or multi-units joined together.

Living in a complex or close to neighbours can come with benefits. You may find you feel more secure having other people nearby, have the opportunity to develop new friendships with neighbours and experience mutual support.

However, it can also come with challenges, such as sharing and maintaining spaces (e.g. driveways, berms, parking spaces), dealing with pets, dealing with noise made by others or moderating your own behaviour to minimise disturbance. While it is reasonable to expect that others will respect your right to quiet enjoyment you must also be considerate of your neighbours' right to peace,

comfort and privacy, particularly if you have guests staying or like to entertain in the evenings.

Abbeyfield, council flats and, in some cases, private rentals may have specific rules around noise and behaviour, such as visiting hours for guests or restrictions on times you can use your garden or shared spaces. It is important that you familiarise yourself with the terms of your tenancy and any additional rules.

Good communication with your neighbours can make all the difference when living in a complex and go some way to minimising grievances or resentments. If you intend to have a party or guests to stay it may help to alert your neighbours

and ask them to let you know if you are too disruptive. Similarly, it is best, providing you feel safe to do so, to raise any issues you have with a neighbour face to face, before seeking other avenues of redress.

If you have spoken to your neighbour and the issue remains unresolved, or you don't feel confident speaking to them directly, discuss your concerns with your landlord or property manager. Your landlord is responsible for taking 'all reasonable steps' to ensure your right to quiet enjoyment is maintained, though it is important to be aware that this right will be balanced with the interests of the other tenant(s).

Resources

Community Law can give advice if you are having difficulties with neighbours. Here is a letter template to help you write a letter to raise concerns with your landlord and ask for the matter to be addressed.

Letter template 'Ask for help with neighbours who rent from your landlord':

www.communitylaw.org.nz/resources/legal-letters/



Tools for the job

Arthur had been on the Council waiting list for a pensioner flat for about 16 months when they rang to say that they had a flat available if he'd like to look at it. He jumped at the chance.

While where he was living was okay, the rent kept going up and it was cold in the winter. He couldn't face the thought of another year there and, even if he could, he didn't think he'd be able to afford it. He thought that a Council flat would be the answer to his prayers as he would be able to afford the rent and have enough money left to

live on. He was also hopeful that he might meet some people he got on with, as he found he was spending too much time by himself in his flat and he missed company. He really enjoyed it when the van picked him up and took him to the Kaumatua days or for his health checks, and he liked it when his children or grandchildren visited. But still the days sometimes seemed long and lonely, especially when he couldn't warm up.

Over the years Arthur had lived with his children, both in Australia and in New Zealand, and he'd even had his own

home some years back, but for the past three years he'd lived in the cold flat. He'd tried to find something more suitable but it was hard. For every flat he looked at, there were a bunch of people also after a place to live. When he found the place he was in, he was reluctant to even mention to the landlord the things he might need to have installed – like handrails – because he was worried about being a bother and possibly even being evicted.

The Council flat they showed him was a lot smaller than where he was living. It had

continued over

one bedroom rather than two, and when he looked into the bedroom he wondered whether his bed would even fit. The good thing about the flat was that it was filled with sunshine and really warm, and it had an outside area where he could sit and enjoy the afternoon sun. As well as being warm, the flat had rails and ramps and all the other bells and whistles that older people might need in order to get around. But it was mainly the warmth of the flat, and the lower rent, that persuaded him to say he'd take it. He'd just have to fit in somehow.

When he moved he found that many of the other tenants in the village were older European women, and there weren't many men living there at all. At first he found they were reluctant to talk to him, as if they had never seen a Māori man before in their lives. He found this amusing as well as a little strange. Then a month or two into his stay there, a woman asked if he could fix things as one of her kitchen cupboards had come off its hinges. Luckily for her Arthur had brought some tools with him when he moved, and he was able to help her out. Word spread in the village and soon Arthur was being

asked to do other small jobs. This definitely broke the ice and helped him meet many living in the village. Within 6-8 months of moving in, people were greeting him by name when they saw him and some even attempted the occasional 'kia ora'. When another Māori man moved in to one of the flats, Arthur and he connected and found they were second cousins. This was like the icing on the cake for Arthur as he now had someone to talk with in te reo, and, he hoped, someone who might share in those small jobs so they could both connect with the other tenants.

9. What happens to your tenancy if you go to hospital?

Each landlord is different in how they might respond to this situation, and what they might expect, so it's helpful and courteous to tell your landlord / property manager if you will be away from home for a lengthy period, such as a planned stay in hospital.

You must continue to pay your rent while you are in hospital. If you think that there might be an issue with the rent being paid, then it's important to talk with your landlord / property manager about how to manage any issues to ensure your rent is covered.

You also need to inform Work and Income, as depending on the length of time you are in hospital, it may affect your superannuation payment or other payment.

If you are concerned about the security of your home while you are away, you might be able to have a friend, family member or neighbour regularly check on the property.

If you would like some support with sorting out arrangements, you can ask your medical team for a social worker to help you with any arrangements you need to make regarding your tenancy while you are in hospital.

When you return from hospital, you may want someone to stay with you for a few weeks. Make sure you advise your landlord / property manager that someone will be coming to stay.

It's also important to make sure that you have the help you need to get well, such as help with personal care and housework. See *Services and Supports* booklet for more information.

You may be advised by your specialist or doctor that you would benefit from some modifications to your home. These are alterations to make it safer and easier to move around and carry out everyday tasks. The most common examples are grab rails and hand rails, a 'walk-in' or 'wet area' shower, and a ramp.

You may be eligible for district health board funding to install modifications. However, you will need to obtain your landlord's permission for modifications, as the Residential Tenancies

Act states that you cannot make alterations, renovations or additions, without the landlord's permission. The Act also states that the landlord must not withhold consent unreasonably. If you have trouble, your doctor or local needs assessment coordinator (NASC) may be able to discuss your needs with the landlord.

For more information about home modifications, see *Services and Supports* booklet.



A good recovery

Wendy is a property manager with a large property portfolio in which around one-quarter of her tenants are aged over 65.

It is the policy of her company to establish close, supportive relationships with all tenants and particularly with their older tenants. 'It's part of our duty of care' she says.

One of Wendy's tenants, Austen, ended up in hospital for three weeks. Wendy visited him in hospital to make sure that he wasn't worried about his home. She also kept his landlord fully informed about Austen's situation.

Wendy assured Austen that it was fine for his son to stay for a few weeks when he came out of hospital. 'We never mind if another person comes to stay for a while, the key point is that we are advised about someone staying' she said.

When Austen returned home, his son stayed for two weeks and then a friend moved in for another week to make sure he was recovering well. His neighbours also kept an eye on him.

The hospital arranged for Austen's needs to be assessed. He started receiving help with personal care and housework

for a few hours each week, as well as support for lawn mowing and gardening from Work and Income.

Austen was assessed by the local needs assessment coordinator as needing bathroom modifications - the bath removed and installation of a walk-in shower. Handrails were also required to make the entrance to the house safer. Wendy discussed the modifications with the landlord, and the landlord agreed to have them done. Austen was able to receive funding from the district health board, which covered the costs of the modifications.

10. What to do if you want or need someone to live with you

You may decide to have a friend or family member to live with you. You may want to do this, for companionship, to share household costs or to help someone out.

You may reach a stage where you need someone to move in with you to help you with everyday activities, such as cooking, bathing and cleaning.

A live-in carer is a good option for people who want to remain living in their own home but feel that they need more care and support than the few hours a week that is provided by an in-home support service. It can also allow those who have been assessed as needing rest-home care or whose partner needs 24-hour care to continue living in their own homes.

If you are sick or disabled and the person caring for you is your main carer, they may be eligible for a Supported Living Payment.

If you would like someone to live with you, you need to check your tenancy agreement, which generally specifies the number of people allowed to live in the house. You may also need to ask the landlord's permission to have someone else living in the house. Councils generally do not allow others to live with the tenant.

Your rent may increase if there is someone else living in the property.

Consider whether the other person should also sign the Tenancy Agreement. This makes you both responsible for meeting the terms of the agreement. However, if the person is named in the tenancy agreement and problems arise you cannot ask the person to leave, as they have an equal right to stay in the tenancy. In that situation you would need to ask the landlord to give the person notice to leave.

Whether the person becomes a co-tenant, or a flatmate, it's a good idea to have a flat-sharing agreement with them, which sets out flatmates' responsibilities and obligations.

For more information

- Supported Living Payment – see *Services and Supports* booklet.
- Going Flatting with Others – see *Finding and Choosing a Rental* booklet.



11. Abuse by a landlord or property manager

While the vast majority of landlords and property managers are respectful towards their tenants and act professionally, a few act in ways that are abusive. Examples of abuse by a landlord or property manager include:

- Unwarranted threats or insinuation of eviction.
- Requesting or demanding control of a credit/debit cards or bank accounts.
- Failure to carry out repairs and maintenance (when the landlord is aware/has been made aware there is a problem) leading to a lack of safety or insecurity in the home.
- Repeated intrusion upon privacy and control of the dwelling (turning up without notice, outside of hours agreed upon, entering without checking if the tenant is home).

- Moving the landlord's family members or other individuals into the tenant's dwelling.
- Derogatory racist, sexist or ageist remarks towards the tenant, or about the tenant's family or visitors.

If you consider that you have been harassed or abused in some way by your landlord, or your quiet enjoyment of the property is being threatened, or you have been served with what you consider is a 'retaliatory notice' (see section 5 above), you should contact Tenancy Services immediately.

If you are being abused by your property manager, you should contact the landlord directly as well as contacting Tenancy Services.

Can I end my tenancy early if I am being abused and I need to leave my home?

Unfortunately there is nothing in the Residential Tenancies Act that addresses an urgent need for the tenant to leave the property. A fixed-term tenancy cannot be ended early unless the tenant and landlord agree.

The only recourse is to make an application to the Tenancy Tribunal to end the fixed-term tenancy early on the grounds of severe hardship. This is when a tenant has an unforeseen change in circumstances, which will cause the tenant severe hardship if the tenancy continues.

Resources

Tenancy Services, Freephone **0800 836 262**

Or their web site www.tenancy.govt.nz/ending-a-tenancy/ending-a-fixed-term-early

Tenancy Services has offices in Auckland, Manukau, Hamilton, Wellington and Christchurch, and some regional centres. Phone to make an appointment for a face-to-face meeting.

Tenancy Services use a free phone interpreting service called Language Line. Those who are deaf or hearing impaired can use a video service. Information about these options is on the Contact page of the Tenancy Services website.

Elder Abuse Response Service is a 24/7 freephone service, phone **0800 32 668 65**

For more information about elder abuse services, see *Services and Supports* booklet.



Your local Community Law centre can offer advice around the law and legal protections, mediation and advocacy. This is a free service, offering outreach in some locations. Some branches have Kaupapa Māori teams who provide legal help within a tikanga Māori framework.

communitylaw.org.nz/

Shanti Niwas – Khushi Elder Abuse and Neglect Prevention Services

Provides services for older people in the South Asian community in Auckland.

Phone **09 622 1010**

www.shantiniwas.org.nz/khushi-elder-abuse-and-neglect-prevention-services/

12. How to get help if it all goes wrong with your tenancy

Sometimes difficulties with a landlord or property manager arise and tenants need help to resolve them.

If you cannot resolve an issue by talking it through with your landlord or property manager, contact Tenancy Services for advice. The Tenancy Tribunal deals with dispute resolution. Contact the Tribunal through Tenancy Services.

Who can use the Tenancy Tribunal

The Tenancy Tribunal is for tenants and landlords. Disputes between flatmates, or private boarding disputes must go to the Disputes Tribunal.

Dispute resolution

The Tenancy Tribunal deals with cases through:

- Mediation, which is less formal than a hearing. Mediation allows the tenant and landlord to talk

through the issue with a mediator and reach a resolution without having to go to the Tribunal. The agreement reached is legally binding.

- A hearing. At the hearing the adjudicator hears the presentations of both parties and makes a decision (an order), which is legally binding.
- The Tribunal also offers a fast track resolution to formalise an agreement between a tenant and landlord that's been reached after a dispute.

If you decide to take your case to the Tribunal, you need to fill in an application form. There is a modest fee for making an application. You can apply online by filling in the application form and making payment. You can also make a paper-

based application to Tenancy Services. The paper-based application form is available through Tenancy Services offices, and through some Community Law centres and CABs.

Contact

The main point of contact for the Tenancy Tribunal is Tenancy Services, which has lots of information about how to make an application and tips on how to complete an application.

www.tenancy.govt.nz/disputes/tribunal/making-an-application/

For more information

You may feel reluctant to approach Tenancy Services or the Tenancy Tribunal. There is support and advocacy in your community to help. Your local Community Law provides advice on what you can do if you have a dispute with your landlord. Your local CAB provides information about tenancy issues.

Information about the Disputes Tribunal is found on the Ministry of Justice website:

www.justice.govt.nz



Your Tenancy Checklist

Now that you are living in your home, here is a checklist to ensure you have all your paperwork and the information you need at hand.



- You have a copy of your tenancy agreement

- You have copies of each property inspection, including dated photos.

- You have a copy of landlord and tenant's rights and responsibilities

- You have receipts of all rental payments to your landlord

- You have the landlord's / property manager's contact details.

- You have the contact details for Tenancy Services

- You know how and who to contact for repairs and maintenance matters, including emergency repairs

- You have all the information and equipment (e.g. bins, bags) needed for rubbish disposal and recycling

- You have investigated/arranged renters' insurance

- You have contacted your service providers to set up power/phone/internet connections

- You have redirected your mail and notified any relevant providers (e.g. bank, doctor, Work and Income, Senior Services etc.) about changes to your contact details and/or circumstances

- You have a contact person who lives close by who can help you out if you need it.

Notes

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