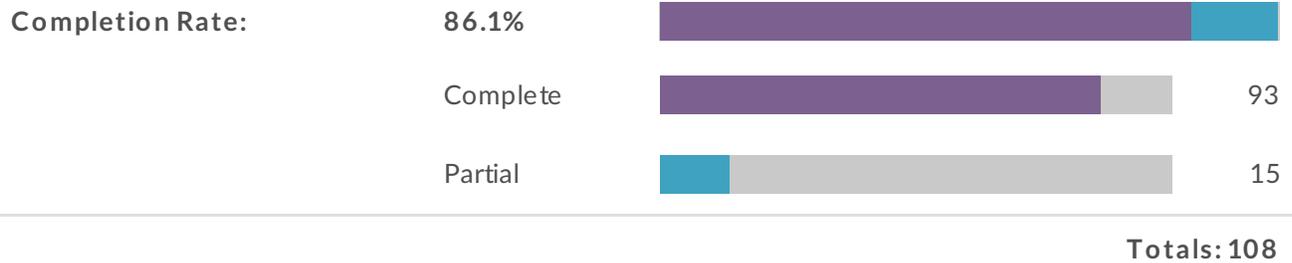
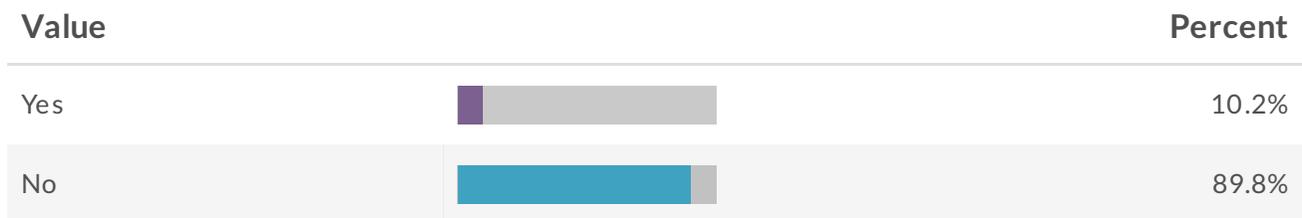


Report for RTA Reforms 2018 - Simplified Form for Landlords. Tell your Story! (Deadline 19 October)

Response Counts



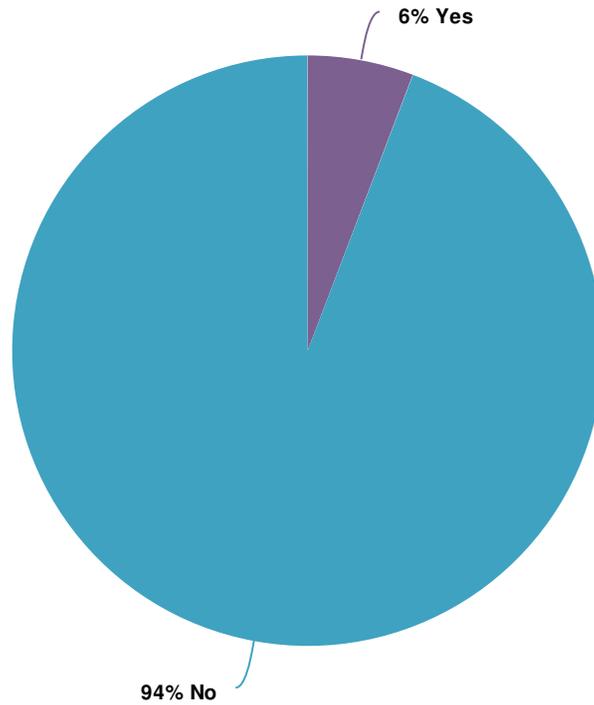
1. Have you already submitted using the MBIE/HUD form?



Statistics

Total Responses 108

2. 1A. Do you think the Government should remove no-cause terminations?



Value	Percent
Yes	5.8%
No	94.2%

3. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID	Response
26	Because my idea of anti social behavior or not meeting obligations or being a nuisance in general may be different to the person who decides what these issues may be ie hnz tenants & what is considered appropriate behavior for them.
29	The home is an asset belonging to the business owner. No other business in NZ has business constrained in such a way, so why impose this constraint on the residential property industry?
34	Current legislation is good.
37	You loose control of your property. What investors want to continue to invest in something they have no control over. Stupid

ResponseID Response

- 42 The problem being that the moment you name a cause then the disputes and retaliation begins. That becomes prolonged because the Tenancy tribunal has become so ineffective. If the TT could be got in front of before that notice was issued and within 7 days of the LL deciding to give the notice and the TT could hear an application as to fairness then some of the angst would be taken away. This is a provision that has been there forever but was rarely used. It gained prominence after HNZ evicted gang members for the houses in Taita. That was of course a fair use. to take away that fair use would not uphold a landlords right to protect their property after many other things fail. Tenants can protect themselves from the possibility by behaving or having fixed term tenancies. Personally I consider 1 or more year fixed terms a more desirable situation than periodic which is when this 90 days gets used. I consider it should remain but with some safe guards as to fairness.
- 44 There is always a reason a LL asks a Tenant to move out because if there is no tenant LL doesnt receive Rent. A LL should have the right to ask a tenant to move out given the cost and risk a LL has invested.
- 49 At the end of the day, the landlord still owns the home, and therefore the financial responsibility of the mortgage, rates, insurance etc. The landlord should have the ability to have the property if they want it.
- 51 if removing the tenants because something's gone wrong, then the issue will take longer to deal with.
- 56 There is always a reason if there is to be a termination.
- 67 The tenant has no right to know the reason for termination.
- 72 The Tenancy Tribunal is totally biased in favour of the tenant
- 75 It is owner's property he/she owns it, so if a tenent does not follow rule then owner can ask for removal of tenant as long as he/she will give 90 days notice
- 79 Obvious legal difficulty in trying to prove "anti-social" behaviour. Removing no-cause terminations will incentivise bad behaviour as tenants know that it will be harder to remove them. This makes vulnerable tenants all the more harder to obtain housing.
- 80 When Mongrel members took over a two-bedroom flat and we had patched members there all the time and a savage dog all I could do was give the three-month no-reason termination
- 81 there is always a cause. Its never no-cause. It just might be a cause that the tenant does not accept or relies on unwilling witnesses to prove. Consider extending the period instead or removing it.
- 83 If a tenant does not keep the place clean to my standards despite a 14 day notice to correct behavior, I reserve the right to ask them to leave.

ResponseID Response

- 86 I have had tenants who pays 1 week rent then 2 weeks rent arrears, technically they are never 3 weeks in arrears. By removing the no cause terminations. This tenant shall continue to pay and not pay and I have no right to end a tenancy
- 87 90 days is reasonable for both tenant and landlord to be able to give the notice. If a tenant really wants security they can have a fixed tenancy. We use these with our property we rent out but put appropriate due diligence into our tenants as know it is a long term commitment
- 90 Personal circumstances can dictate for the landlord to terminate tenancy if required. No landlord will terminate unless necessary as no one wants an empty property.
- 93 Sometimes tenants dont take good care of a property causing greater amounts of wear and tear than careful tenants - I wish to protect myself against this and problems between tenants in adjoining properties they may not get on.
- 95 There is always a cause. And if it looks like this is coming in, do please expect a large number of termination notices especially, but not only for less than ideal tenants.
- 105 Us as landlords should be aloud to terminate a tenancy before the 90 day are up. Tenants can do alot of damages in that time.
- 106 Very subjective and prone to mis-use and abuse.
- 108 Because there are times when the tenants are behaving poorly, but not to the severe anti social behaviour. In its not in landlords interest to remove tenants for no reason
- 112 Removing the cause may lead to a surge of rent cost or less rentals. How are we going to put more roofs over people if there is a decrease in supply.
- 117 They can't pay their rent due to fuel increase's they say.
- 122 If the tenant has anti social behaviour and therefore we want them out for that reason, this might aggravate them, which then could escalate the problem. If we as Landlords have to provide 'evidence', this will create more stress and will cost us time and money. Our greatest concern is that tenant will then cause malicious damage in revenge. In our experience, the neighbours did not want to provide evidence for fear of retaliation and did not want to complain to the police (our property had affiliations with gangs).
- 128 I think how it is is fine.
- 129 clarifying the reasons why the termination of the contract is quite logical and there should be a register displaying all those reasons on the register so new landlords would be aware of what they would be dealing with, so as long as there is a central database that either landlords or property managers as part of due diligence can access it's a great idea to identify 1. bad tenants 2. bad landlords

ResponseID Response

131 We lived with neighbours who were anti social threatening loud horrible people 90days no cause was the only way to get rid of thsm

132 I have used it sparingly (twice) but not needed/adhered too on each occasion. In the first the TT granted possession due to tenant being in arrears (stopped paying when I issued first 14 day notice for antisocial behaviour). In the second the tenant ignored it till sent to prison for serious crimes.

133 1, if tenants doing drugs at property, it would most likely become landlord's heresay even if you can smell strong drug smell, in a lot of situations are like this, if tenants don't have drug at plain site during inspection which happens after 48 hour notice landlord won't be able to have photo evidence to terminate tenancy, hence the 90 days is important. 2because as owner of the property, landlord should allow some degree of control 3I have experienced some aggressive tenants, to protect landlord's own personal safety, also safety of the property(tenants can cause significant damage to property deliberately) therefore reasons cannot be disclosed to ask a tenants to leave. 4, if it is up to landlord to prove anti social behavior it would be near impossible

139 My property was purchased about 8 years ago for an investment when we were told we had to make provisions for our retirement. I have since decided to keep it but my put a family member in as they have health issues and not able to provide for themselves very well. Meanwhile I am happy to rent it out. The option should always be the privilege of the owner who has worked hard to maintain it and spent a lot on reno's etc

142 A landlord invests a lot of money in their property,and needs to have overall control of it

144 We live in a democratic country, not a nanny state. The current 90 day notice is more than enough notice. I have never terminate my tenants before, most stayed many years until they buy their own homes or transfer to another region.

145 There is extreme bias towards tenants at present. Sometimes, we might want to sell a property in order to buy more. It is a business and I believe the business owners should have the right to direct their business where they see fit. No landlord wants their tenant to move on if they are being great tenants. Why would they? The 90 day clause is the only option for business people to keep moving forward. When someone wants to sell they want to sell for a reason.

148 The ownership of the property is the owners, not the tenants, they should be able to control who lives in their own property. Making people give reasons why their tenancy is terminated could cause alot of arguments. It is also very hard to prove reasons eg anti social behaviour

151 A tenant should be able to feel secure the rental is their home.

154 You may have friends or immediate family who want to rent the property

ResponseID Response

159 I have never had to use this, but should have on some past of criminal tenants who damaged and stole items from the property. Neighbours didn't complain but house was being re-wallpapered with mismatched paper, holes were appearing in walls. Eventually they moved on leaving around \$2500 unpaid rent and taking the washing machine and freezer. Landlords need protection from people like this. I would not want to struggle through a difficult application/mediation process to evict problem tenants like this. The stress would mentally kill me. I also have an old 1960's multi unit property - unable to insulate walls, old wiring, uneconomic to repair etc, I will need this vacant to demolish and build new apartments once I have saved enough to fund the development. If 90 day notice is removed this work will not be able to go ahead and instead tenants will eventually complain due to the place not meeting standards. They will be unhappy and I will be unhappy. Also ending a tenancy for vacant possession on sale is and should remain an absolute Landlords right. Many mum and Dad rental owners have most of their savings tied up in a rental, and when they sell it they dont want it looking like a squalor and losing money based on the quality of tenant currently in place. The Tenant can move on to a new premises, and the Landlord should be able to access the property for final renovation and dressing for sale.

160 No cause termination notices are an essential management tool in order to effectively deal with poorly performing tenants. As a landlords I do not want to get rid of good tenants, so why make it harder to get rid of poorly performing tenants?

164 We own the property and as such have the right as to who rents or does not rent it.

165 It is not fair to landlord. Please note most of landlords aren't rich citizens merely invest in rental properties as long term investment and saving for future/retirement. Making 90 days notice period for owner who wish to sell the house is very difficult and impractical. It means it could take 6 months to sell a house quickest and will be lot longer. I would rather contribute to the bond of the tenant to their next rental. In the situation of rent arrears with the speed of Dispute Tribunal. It could take up to 6 months to vacant a tenant. It will be detrimental to individual tenants. Government should see landlords their partners to supply rental housing stock. When it becomes too difficult for private landlords then Government will ended up having to do more to cover the gap those ex landlords left off. The Government needs to strike a balance and never treat the landlords as if they are all rich citizens and as the enemy of Government.

166 Like any professional, a landlord wants to keep good tenants, and try to work through any issues that might arise. Prescribing what can or cannot be done almost certainly creates negative outcomes for both. Though as is seen in USA keeps the lawyers well fed.

170 I own the property, I cover the costs of it, it is all at my financial risk and cost. It is not state owned therefore I should have control of it within guidelines (fair amount of notice etc). I should be able to determine who can and can't live there. And the reasons should be my own. When I was a tenant I knew that I was living with no guarantee of permanency, if I paid my rent and cared for the property I believed it helped me to be kept on as a tenant. The only way to have a degree of housing permanency is through ownership. That is up to the person and perhaps with the support of the government, it is not my role.

ResponseID Response

172 We have only once asked a tenant to vacate a house (as we were selling it) but generally landlords don't want the disruption of changing tenants. When it is required a landlord should be able to make decisions about his/her investment property.

177 I believe 42/90 days notice is more than sufficient for a tenant to find another property. As a buy and hold investor landlord I want tenants to stay for years making the place their home as long as rent is upto date and the property is being looked after. However I have used the 90 day notice as a way to move on antisocial tenants, through good communication I have avoided needing to go through the tenancy tribunal and also have not incurred major damage or financial loss. Removing the option for me to continue to use this in the future I feel I will be de vesting out of residential property all together as I have very little confidence in the tenancy tribunal as it stands.

184 There is never no reason for wanting a tenant to move out! Where the landlord feels threatened or uncomfortable with the situation, it may be dangerous to state the reason for wanting the tenant to move on.

186 I believe it would be too hard to police and determine if a number of the above clauses are met further dragging out tenancy ends and add more risk and cost to landlords trying to prove these things have occurred.

187 Bad tenants are bad for neighbours and bad for owner. Tenants that deliberately miss or stop rent payments just long enough to stay within 21 day arrears, then pay just enough to prevent eviction, are simply gaming the system.

190 I think it is appropriate and fair for the landlord to give a reason but the proposed changes are unfair especially if the tenants can terminate the tenancy without reasons while landlords are restricted in many ways.

192 If someone is displaying anti-social behaviour and landlords are removed of the rights to remove them earlier, how will it affect the neighbours and the neighbourhood surrounding our investment/retirement backup property? 90 days is way too long, 60 days I can accept but 90 days is a long time for the tenants to do more damage to our property before they need to vacate. If it is my property which I have worked so hard to save for and purchase, why is it fair to have my rights removed in favour of the tenant? What about my family? There is no consideration that I have a right to look after them and provide them with a home if they dont have a place to stay and they have to wait 90days????????? That is ridiculous! My property is my investment and retirement backup and not all tenants are bad but there are countless stories of how tenants have caused damage and trouble to landlords with a lack of respect for someone elses property and responsibility to maintain it in a good condition. In all the cases I have read, there are no safety nets to protect the landlords and we end up paying for the damages that the tenants have caused!!!!!!

ResponseID Response

197 The Government should not remove no cause terminations . No cause terminations allow property owners to have some control over the tenants in their property. I have been able to use no cause terminations to remove Methamphetamine dealers from my properties. There behaviours has not been "anti-social" as per the description in the proposed RTA. Nor would I have been able to prove that they are dealers in the Tenancy Tribunal. I approached the police and they confirmed that these properties were being used as far as they were aware, but the had not gathered enough evidence for an arrest. If the police were unable to gather enough evidence how could I as a private landlord gather that? My concern with Methamephtamine is that it is an escalation drug, from use to dealing, to manufacture. The amount of damage that can happen in a very short time is extreme. From having one house were there was use only, over a 9 month period enough dmage was caused to require \$30k of remediation work, and there was no recourse to hold the tenant accountable for the damage through tenancy tribunal. The level of evidence required at Tenancy Tribunal would make it very difficult to prove "anti-social" behaviour in these instances. We are long term landlords and if tenants are treating and behaving appropriate there is no need to end a tenancy. No cause termination allows you to terminate anti-social tenants without putting yourself or others in a precarious position. Even with no-cause termination I have had threats from the tenant. If I had had to go on record in Tenancy it would have caused a much more tense situation and I would greatly fear extreme retaliation through property damage. In this instance it would be very difficult to gain reparations as these types of tenants tend to disappear and not attend Tenancy Tribunal. Without no-cause terminations, which is like a back-stop, we would be much more reluctant to allow first time tenants. Without strong references we would not give young people or new people to renting a chance. There would be too much risk. We would rather leave a property empty that risk any sort of tenant. It will make it a lot harder for people that do not fit an older middle class working profile to gain tenancies.

201 I don't think it will help the situation, only bring on conflict, the tenant will know why the tenancy has come to an end. If you have a great tenant you will want to keep them.

203 We would not terminate a good tenancy. There are times that we need to move -on unsavoury, anti -social or problematic tenants Surely there will have to be more cases being tested at Tribunal to terminate tenancies? Clogging the courts, delays at being heard - all at tax payer expense Longer delays could also be unsafe for landlords and agents and the properties with vengeful and possibly dangerous tenants still in residence while waiting for a hearing. Malicious damages could be on the increase Also, having TT cases become a public record for problematic tenants is detrimental to the tenants finding other rental properties We have issued a no -cause termination in recent weeks, after performing a routine inspection and suspecting the named tenant has sub-let the property and observing that the property was dirty and unkempt. We could smell and see evidence of cigarettes and cannabis being smoked inside the property.

204 This is ridiculous ,the land owners the property have all the rights to protect their own asset.

206 As both a landlord and tenant, I believe that 90 day notice without cause is fine for both parties.

ResponseID Response

209 Landlords should have control over their asset.

210 It's a misnomer. Being a landlord is a business. Landlords don't ask tenants to leave for no reason as the rent provides cash flow for their business. However, landlords have the right to manage their assets according to their own needs as long as they operate within the confines of the current RTA. Having to provide a reason to remove tenants only opens it up for argument. For instance, if a rogue tenant was being a nuisance and the neighbours complain to the landlord and are unwilling to provide a written complaint for fear of retaliation while the rogue tenant is still a neighbour, how would the landlord be able to prove the tenant's nuisance behaviour if a reason had to be given to move the tenant on for the peace of the neighbourhood?

215 Tenants do not have to give reasons for terminating tenancy so why should landlords? Where is the fairness in that? Currently there is little problem with this clause so why change it? 90 days is adequate notice for tenants to find another rental.

217 We believe that this will put more power in the hands of tenants. We have put years of work into our property and don't feel that we should be dictated to by our tenants in terms of when they decide that they should leave.

220 Landlords don't terminate a tenancy for no reason. If all is well with the current tenants, landlords want them to stay. If the no-cause termination is removed, issues like anti-social behaviour of tenants will be very hard to prove. Evidence from neighbours will be difficult to get, as neighbours will be scared of further intimidation if they think their neighbours will find out it was them that gave evidence.

222 It should be absolutely fundamental, that the owner of the House, determines who is allowed to make it their Home. It is THEIR property!?! Oftentimes a Tenant can start out wonderfully, then soon their true colours show with multiple problems. But this question should not be about problem tenants, it is about the RIGHT of the property owner to decide who resides in their Dwelling. So Commercial Landlords can't terminate tenants???

226 Landlords don't want to terminate a tenancy for no good reason, as it is not in the landlords best interest to do so. We want to keep good tenants who pay their rent every week. There is always a reason to terminate tenants, the main reasons being rent arrears, destruction to property and anti social behavior affecting neighbors and the general public.

228 There is always a cause or reason for either party to terminate a tenancy. I manage my own property because I believe it's important to have a working kind of relationship with my tenants. I only terminate a tenancy if I'm unhappy with the relationship, have done everything I can to resolve issues but continue to be treated in a manner is not conducive to an on going, mutually satisfying relationship. It's not unlike a marriage where divorce is the end stages of a broken relationship. The act of legislating against divorce went out with the ark. Generally I wait until the tenant wishes to move on before doing renovations.

ResponseID Response

- 229 There is usually always a cause. The no-cause terminations seem like the only form of protection landlords have to make a bad situation even worse.
- 236 I feel removal of the 90 day notice would prevent landlords from being able to discretely remove difficult tenants who are being problematic to neighbours. Fear of retaliation is a barrier for neighbours to making formal complaints or appearing at tribunal as witnesses. It can also be an effective way of removing tenants who are consistently troublesome in ways such as not paying all their rent etc.
- 241 Because of variables that occur with a tenancy on an individual basis. It allows for the landlord to take action depending on circumstances giving tenants reasonable notice, 90 days, to vacate premises.
- 247 A landlord should be able to terminate a periodic tenancy whenever they want because it's their property. Some circumstances don't fit the criteria proposed by parliament. For example, the landlord wants to renovate the property. The anti-social behaviour threshold will be too high and landlords will end up getting stuck with tenants who don't keep their property in good order and let it deteriorate but the landlord won't be able to give notice to terminate the lease because the tenant won't be showing "anti-social behaviour", which will cost landlords a lot more money than they can afford with no recourse to the tenant.
- 248 As the owner of the property the Landlord should retain the right to give 90 days for any reason - I say this as a Landlord and as a tenant. It's a little unsettling as a tenant but if the tenant pays their rent on time and looks after the property 90 days notice for no-cause wouldn't be very common.
- 250 There is always a cause. No land lots wants an empty house for no good reason
Unnecessary to make this change
- 251 If they are not good tenant, I think the current 6 weeks are reasonable.
- 252 There is no such thing as 'no cause terminations'. so how can they be removed if they don't exist? No landlord terminates a tenancy for no reason, it's just that stating the reason to the tenant gives grounds for argument.
- 253 Because tenants do not have to give us a reason to terminate. Sometimes a difficult tenant will use any excuse to stay and sometimes it's not safe to tell them the reason if they are causing problems with neighbours. Good tenants do not get asked to leave as it's almost always a cost to landlords having a change in tenants. I've been renting houses out for 25 years and have only ever asked 1 tenant to leave. This was due to moving into property myself.

ResponseID Response

257 Landlords provide homes in return for rents. Without tenants there are no rents. As such, no landlords would want to ask tenants to leave without just cause. Sometimes it is necessary to do so and the provision of a reason may not be in the tenants' favour, e.g. if they were causing problems with neighbours [particularly in a multi dwelling situation], sometimes it may mean taking them to tribunal and thus giving them bad records which would be detrimental to them finding another home. so it is better to give 90 days without stating a cause. In my 25 years, of providing residential homes, the number of times I have had to use the 90 days no cause termination can be counted on one hand i.e. negligible. Most of the time it is the tenants who seek to move on their own accord either by giving 21-days notice, or not renewing a fixed term tenancy or requesting to break a fixed term tenancy.

261 There are many many reasons an owner may want to take possession of their property back and at the end of the day it is there property and they should have that right.

262 Landlords never terminate a tenancy for "no-cause", they always have a cause but stating the cause can then cause problems. I have been a landlord for almost 20 years, and I have never used a "no-cause" termination on a good tenant, but have used it once a tenant that was causing problems for the neighbours. I feel that as a landlord I have an obligation to my neighbours to allow quiet enjoyment of their premises and to ensure that my tenants do not interfere with the reasonable peace, comfort, or privacy of their properties. We have had tenants at one tenancy where the property which was down a long right of way, and the other properties had families with young kids. The tenants would have noisy drunken parties that often started at night, and continued until noise control arrived or early in the morning, would have noisy cars that they would rev up late at night. The tenant's friends intimidated the neighbours such that they were scared, and after some of these parties things the neighbours would report items stolen from their yard. The neighbours reported hearing the sounds of screaming and fighting (someone hitting things / people, and smashing things). It would not be possible for me as a landlord to collect enough evidence of these problems to present in a court without contravening section 38 (1) and 38 (2) of the Residential Tenancies Act 1986.

263 No landlord evict without reason. Nonsense

267 Removing them is simply going to cause unnecessary conflict between tenants and landlords. The fact is they are rarely used anyway and normally only when a landlord wants to refurbish the property for sale. If there are issues and with an obnoxious tenant that is an issue both to the landlord and surrounding neighbours then like it or not this is actually the most efficient and less stressful way for all parties to simply part and move on. This in itself can be education for the tenants to accept their shortcomings and alter their behaviour in the future. Having to go through this entire process of he said she said will in itself cause much more stress for both parties than simply allowing owners and landlords the right they should have to have their property vacated when required.

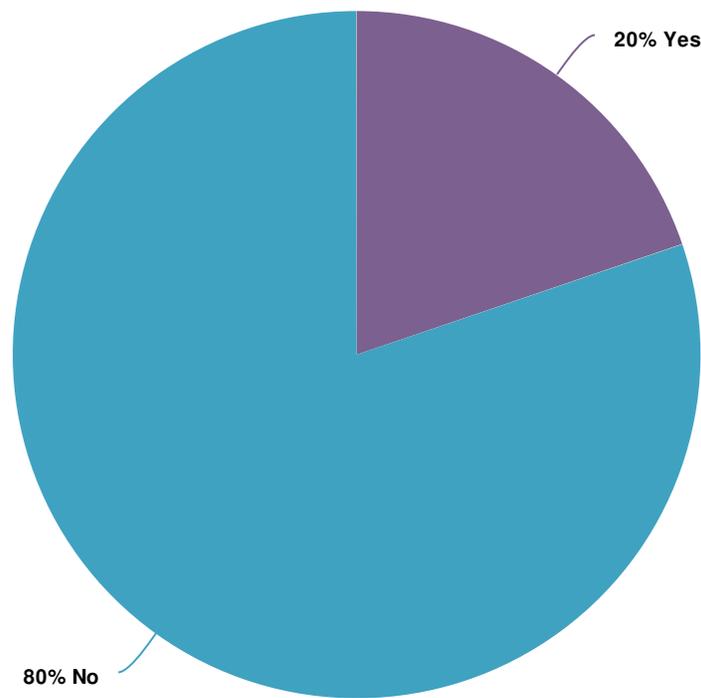
268 There's no such thing as 'no-cause' terminations. No landlord terminates a tenancy just because - there will ALWAYS be a reason. And more often than not, that reason is problem tenants.

ResponseID Response

269

Unless you can be certain you have covered all possible fair reasons for a landlord to want to end the tenancy then you are potentially removing their options. e.g. What if they have friends or friends of family etc that need housing assistance? If someone has spent a lot of money on a house then they should have the ability to have control over who uses that house. Yes, we should eliminate unfair tenancy terminations but it should be a fair and just process for all parties and not swaying the power to only one side.

4. 1B. If no-cause terminations are removed and the tenant displays 'anti-social' behaviour to the point the landlord wants to end the tenancy, should the landlord be required to issue a notice to the tenant to improve their behaviour before applying to the Tenancy Tribunal?



Value	Percent
Yes	19.8%
No	80.2%

5. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	No second chances on anti social behavior. It is unacceptable & as a landlord I have a responsibility to the neighbours as well as looking after my investment.
29	One off incidents are unlikely to cause a termination request. Only habitual anti social behavior is likely to prompt such action by a property owner.
34	Current law is fair.
37	Causes confrontation and arguments. Tenant can take out negative action to property or general public
42	But the LL should have already done this. The bigger issue is that the TT takes so long. Their performance now is woeful. Back when regional areas had offices one could get a hearing in a few days. That's no longer the case so that is what needs to be fixed. Unfortunate because the cost is carried by the bond interest and the Landlords, never the tenant.
44	People know what is expected of them from the start of a tenancy. If they break the rules there are consequences. Just like if a LL breaks rules there are consequences. A LL doesnt get a 2nd chance. Also if a tenant is advised that neighbours have complain about their behaviour the tenant could disagree and become violent to the neighbors and/or cause damage.
56	To ensure documented evidence by the tribunal and to protect the landlord, it should all go through the tribunal.
67	It is a health and safety issue, the government should provide more police workforce to protect landlords if the clause is removed.
72	As above
80	These notices already exist and they're called 14-dy notices. They work with unpaid rent because the evidence required is easily collected and indisputable. Bad-behaviour evidence relies on witness testimony. Usually witnesses are neighbours and if they are scared they won't talk.
81	Because you have to tell them who the behaviour was targeted against. That makes someone vulnerable to retaliation from the tenant who has already exhibited anti-social behaviour
83	They should be given the chance to change but if no change is forthcoming then they should have to leave with no involvement of TT
86	There is a very high chance that the tenant would trash the house and turn around saying every damage is caused unintentionally, therefore no responsibility lies with the tenant.
87	More chance for damage to occur

ResponseID Response

90	It should be common sense that the tenant is required to display acceptable behaviour to both neighbours and the landlord. They after all are supposed to be adults.
93	Sometimes a person could turn nasty and threaten me or damage property deliberately. As a woman I want to protect myself and the tenant from extra stress
95	Depends what behaviour is considered 'cause' under this rule.
105	It should be like a job. If you miss paying your rent within that 90 days. When the 90 days are up. We as landlords should have the right to Terminate Tenancy Agreement.
106	By acting badly the tenant has forgone their right to stay at the premises and further damaging the property.
108	Because that requires a huge burden of proof.
112	The tenant is not the victim and the target upon whom the aggression was imposed may suffer long after. We shouldn't expect anyone to endure the lack of social skills (which should have been educated at a younger age as many psychiatric studies show) and allow ourselves to be victim again.
122	see above for the same reasons. more time for the tenant to do damage and would they still pay their rent on time ??
125	Tenants can be quite
128	You still have to give them the opportunity to improve.
129	it would be fair on both sides to be aware of what the actual issues are and it is part of the requirement by the tribunal anyway to prove otherwise
131	They know that their behaviour is unacceptable hence police visits. They don't care. ALSO IT TAKES TOO LONG TO GET ANYTHING THROUGH THE COURTS
132	90 day is last resort. Likely though that tenant has already ignored any communications about their behaviour
133	put landlord and property under risk
142	Fairness is important for both parties
144	Anti social behaviour is affecting the neighbourhood and enough cause for termination..
145	Tenants and landlords are aware of their social and moral obligations. In fact I would go as far to say that tenants need educating on respect of properties that do not belong to them. Tenants and landlords (property managers) can already talk about issues. If bad behaviour is displayed there should be no allowance. Plenty of good people needing homes.

ResponseID Response

146 If a cause of termination is "anti-social behaviour" (or similar), and the LL issues a notice to improve their behaviour, this could antagonise the Tenant further and cause further friction with the LL and/or neighbours because of the continuing situation. If the situation has already reached the point where the LL wants to end the tenancy, one can reasonably presume that various discussions about behaviour have already taken place. LLs do not choose to end tenancies lightly. Issuing the tenant with a notice about their behaviour could potentially serve to antagonise them and possibly lead to the involvement of law enforcement agencies at an earlier stage in order to protect their property and/or other residents affected by such behaviour. This would be a no win situation for all involved.

148 No the landlord should have the choice to apply to the tenancy tribunal. They should not be performing anti social behaviour.

151 Tenants should be notified of the anti social behaviour and its impact and given the opportunity to improve before the tenancy is terminated

154 Because they would already have had plenty of warning

159 No if its anti social behaviour - it will have been discussed already and a formal notice will simply delay to entire process. I'd expect the Tenancy Tribunal would be the right option for resolution.

160 Landlords should not be required to issue a notice for antisocial behaviour as this could put neighbours at further risk from this anti-social behaviour while this process is followed. Landlords should not have to apply to the Tenancy Tribunal to end a tenancy as obtaining evidence could be impossible and put themselves, other tenants or neighbours at risk

164 I have been abused by tenants before, there is no way I would want to prolong the length of time I have to interact with them by issuing notices.

165 It should be straight to tribunal.

166 Providing notice can inflame the situation and put the neighbours, landlord, property manager or family members at risk. When risky behaviour is being demonstrated by tenants, the relevant or appropriate action needs to be available to the landlord. Providing notice and waiting for the tribunal can also agitate bad behaviour from tenants, causing further damage or abuse from the tenant. The involvement of the Tribunal in these matters is totally inappropriate. Landlords should deal with situations professionally and promptly. Tribunal involvement is more suitable if the landlord has breached rights of the tenant, and the tribunal can make a suitable order against the landlord if their actions were not reasonable for the circumstances

ResponseID Response

170 Depending on the extent of the anti-social behaviour. I am a landlord not a parent or a social worker. It is my place to provide a safe, warm home and respect the tenants. It is the tenants job to pay the rent, respect the property and respect me. If I do not hold my end of the contract the tenant can shift or take measures to attain it. If the tenant does not hold their end of the contract I should be able to protect myself and my property and if that means giving notice straight away, that should be allowed. It's a bit like a trial period for a job, perhaps there should be a trial period for tenants?

172 If the misbehaviour is serious the landlord should be able to make his/her decision about their own investment property. Adult tenants should know how to behave reasonably and shouldn't have to be taught how to by the landlord. Less serious behaviours would normally be talked about during inspections etc. Providing evidence could be risky and neighbours etc unsurprisingly could be reluctant.

177 My experience with antisocial tenants has been they do not change or improve their behaviour. I have given them chance after chance and had it thrown back in my face. The quicker you can get them out the less loss/ damage you are likely to face and less disruption to other tenants as well.

184 A tenant addicted to methamphetamine (or any other drug) is not likely to change their way just because the landlord writes them a nice letter to improve their behaviour!

187 a standard 14 day notice with consequential eviction upon reoffending is all that is required

190 Landlords should be encouraged to issue a notice prior to applying to the Tenancy Tribunal but not be forced to do so. In some cases of severe damage to the property, it is imprudent to keep the tenant even a day longer, more over 90 days. Special considerations need to be considered in some situations, but there seems to be no policy on this. Does the Tribunal allow further damage until the tenants vacate after 90 days and leave the landlord to pick up the mess after that? or is the Tribunal confident that they can hold the tenants responsible and make sure they pay for the damage? Let's be honest, it would be the former because the tribunal cannot do anything if the tenants have no money to pay. I've seen this - many times that happen to other landlords I know personally.

192 These applications take a long time to get processed as is, and it is a long time for surrounding neighbours to feel unsafe in their own home. As landlords we have to consider our tenants but also the neighbours that help look after our property.

197 If you were to issues a 14 day notice for "anti-social" behaviour to stop, there is every chance that that behaviour would be tempered for the short term, before reverting back. This type of being good and regressing cycle would keep poorly behaved tenants in a property for a longer period of time, with further risk to property damage.

201 The behavior will only be modified for a short time, they can't change who they are. I have had some rude tenants, who treat you with total disrespect.

ResponseID Response

203 Little point in issuing 14 days notices for some breaches - such as breaching the quiet enjoyment of the neighbours or other tenants if the action resumes after 14 days. It is not conclusive to desist anti-social behaviours.

210 More often than not, people with anti-social behaviour tend to be hostile and retaliatory when confronted. They usually don't have a social conscience and would likely threaten to harm neighbours and damage property or actually carry out their threats.

215 It could cause the tenant to display even worse antisocial behaviour towards the property, neighbours or the Landlord resulting in an unsafe situation. If the Landlord is not happy with the tenants behaviour they should have the right to apply for their removal on the grounds of health and safety.

217 You would expect that the landlord would have already have talked to the tenant so the tenant is aware that there is an issue. Having to issue a formal warning notice adds another layer of bureaucracy to the process and further costs and delays in any action. Tenants shouldn't act anti-social in the first place.

222 You'd think that would be a reasonable logical thing to do. But tenants with anti-social behaviour are not reasonable logical people. And specifically telling them what it is they have done wrong NEVER works - all you do is PISS THEM OFF and they do it worse! It goes from BAD to VERY VERY BAD. And they can TRASH your house beyond recognition in one day!! The noise gets worse. The intimidation gets worse. And they sure as heck won't bother to pay any more rent.

226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

228 Using the analogy of divorce, it would be like having to have counselling or therapy before the courts would allow you to end your marriage. It is unnecessary interference. In some cases, it would be like saying a battered wife has to issue her abusive partner a notice to improve his behaviour. Yeah right. Anti-social behaviour is about power and control, a psychological and personality issue. It is not something someone can change in 14 days. It would be beneficial to consider the Wheel of Change, a tool that identifies where someone is in the stages of being aware there is a problem. Primary schools use it to help children resolve playground issues. If someone is not aware there is a problem, they are going to be defensive and most likely angry and unreasonable. If they're in that stage - good luck. However it sounds like the government would prefer us to all be counsellors or psychotherapists in managing people like this.

229 There needs to be another way- tenancy tribunal is not quick enough nor does it have enough power to actually enforce it's rulings.

236 Why should any property owner need to give someone who has displayed these types of behaviour a chance to remedy them? I cannot see the logic in this attitude. If someone comes into a shop and displays anti-social behaviour, is aggressive or destructive they are removed and dealt with by the police. The same approach should be available to landlords to deal with this sort of situation.

ResponseID Response

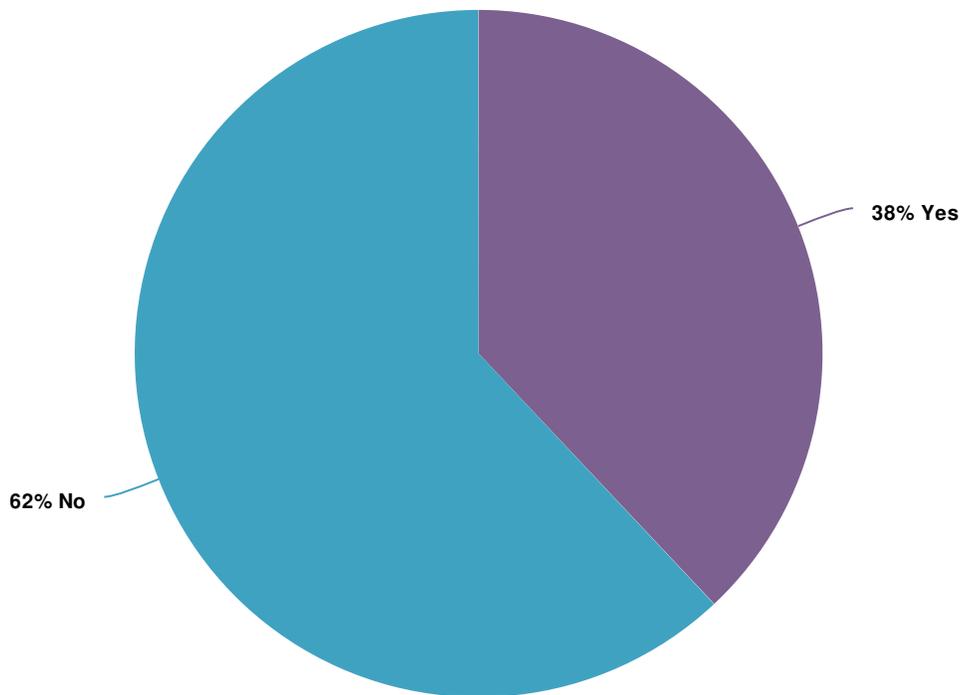
- 241 If there is 'anti-social' behaviour and the Landlord issues a letter, it could cause tenants to show more anti-social behaviour and disregard towards the situation
- 245 This is currently status quo with 14 day notice required to be issued to Tenant.
- 247 Tenants who display "anti-social" behaviour are unlikely to comply with any notice. The fact that they're being "anti-social" is a starting point for how they're going to take receiving a notice from their landlord to improve their behaviour i.e. not well, and with generally a bad and unjust attitude.
- 248 It will drag out the situation for all involved. There could be the option to issue a notice but it shouldn't be mandatory.
- 250 Health and safety issue. Tenant could become violent
- 252 Because human nature seldom changes. Someone who is inconsiderate, rowdy and /or abusive will seldom change if ever that behaviour. I have tenants who I issued 12 14-day notices in 18 months for various matters. Sure, they complied with each - eventually - but then went ahead and repeated that behaviour later.
- 253 Because being a landlord is hard enough without having to endure anti social behaviour along with the poor neighbours. Also the turnaround time through the Tenancy Tribunal is an utter joke.
- 257 If a tenant is already displaying anti-social behaviour, it is likely that the incidents are occurring more than once and reaching the point when it is not tenable to keep the tenant on. issuing a notice to remedy may lead to more such behaviour or even threatening behaviour. If a notice is issued and not remedied then a TT order is needed to evict and things can turn nasty very quickly.
- 261 It is very hard to gather evidence for anti-social behaviour as the landlord is very rarely present when this behaviour is happening and neighbours generally do not want to be drawn into any dispute.
- 262 How can you produce evidence of anti-social behaviour without contravening section 38 (1) and 38 (2) of the Residential Tenancies Act 1986. Any audio or video recordings of parties etc is not possible, given "The landlord shall not cause or permit any interference with the reasonable peace, comfort, or privacy of the tenant in the use of the premises by the tenant." My neighbours were too scared to put anything in writing, as they were scared that the tenant's boyfriend and his friends would come after them.
- 263 Tenants know our home address too. Most/all mom/pop investors simply list this in documentation. I have been threatened at my home from tenant after serving this sort of warning.

ResponseID Response

267 This of course depends on the gravity of the offending in each case. 90 days would normally only ever be served if they have ignored all reasonable attempts to alter their behaviour. I do not believe there is any evidence at all in the marketplace of wholesale use of the 90 day no cause termination. In over 20 years I have only ever used it once to terminate a bad tenancy. Only other times have been when the owners want to complete a refurb to sell and this option should never be taken away or stock levels will drop.

268 I think that's fair - but if the tenant continues to cause problems (two strikes) then the landlord should have the right to apply to TT to evict them. No-one wants to have problem tenants.

6. 1C. Do you think the examples in the RTA document (right-click to open to new page, then go to pages 14-15) cover the definition of 'anti-social behaviour'?



Value	Percent
Yes	38.0%
No	62.0%

7. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID **Response**

29 Anti social behavior is not easily defined and is contextual. For example, a single mother with children going to school in the morning while there are silent stoned people in the next door driveway may feel intimidated. Likewise, she or her children may feel intimidated if there was crude language being used later in the day. However, if you replaced the single mother and kids with two confident male flatmates, they would probably not see anything untoward about either situation. Who's baseline is 'anti social' measured against?

67 if tenants display anti-social behaviour it should be an immediate ground to end tenancy immediately without having to go through a lengthy process of the tribunal.

72 Many neighbours are too scared to make public complaints

80 They cover the bases but are difficult to enforce without an incident in which police are present.

82 90 day is a very long term to give notice to tenants if selling a property this will have a material impact on families owning one property who want to sell & stage a property plus not subject tenants to that hassle. Likewise if you want to move a staff member into a property. If you employ someone they often only have to give 4 weeks notice or less in another job, where are you supposed to house them until the 90 day period is up???

83 I think neglecting to clean is a reason - it is my property worth hundreds of thousands and I should have a right to request they look after the basics.

86 A very high percentage of new Zealanders suffer from depression, landlord has no legs to stand on even if tenants is abusive etc. As that would be viewed as discrimination

93 Smoking inside, Pets inside....list goes on and on

95 Could be any number of other things, and putting examples in the RTA without eg number of incidents or other specificity just leaves the Tenancy Tribunal to deny termination. The TT is not known for consistency.

105 Can not answer the question couldn't open it too read it. Any anti-social behaviour should not be tolerated.

106 Too subjective.

112 <https://www.healthychristchurch.org.nz/city-health-profile/factors-that-affect-our-health-and-wellbeing/toiora/antisocial-behaviour>

122 In our case, it was the tenants affiliated friends who were often visiting and causing the disturbances.

128 I haven't had any anti social behaviour tenants

ResponseID Response

- 129 as numerous examples shown at the time when tenants vacate the premises sometimes they leave big mess, a lot of physical damage to the property and although the proposed document barely touches on the general beliefs of anti social behaviour it doesnt deal with the after fact and the extra bills that the landlord will be left with it is also not fair on 21 days vs 90 days, why is there a belief that landlords have a lot more time to be organized 3 months in advance vs 3 weeks by the tenants in some of the areas to find a new tenant may take up to 90 days which means landlord will be out of pocket for 69 days
- 132 Another is around rubbish removal, including in flats. This will get worse in Auckland when red bind collections change to fortnightly.
- 133 Near impossible to gather evidence and property. It's like break the no smoking rules. Or smoke drug at the property, it very hard to gather hard evidence against tenants
- 144 Anti-social behaviour should not be encouraged. This reform is encouraging it which will cause inter generational problem.
- 145 There are many more missing from this list.
- 146 Paragraph 38 on page 12 is far more explicit than the table on pages 14-15. The examples given mention the Tenant or Visitor in a singular capacity. It makes no allowance for group activity, ranging from unruly teenagers through to gang activity which, by the numbers gathering continually at a premises, could potentially cause widespread fear and concern amongst neighbours and local residents.
- 159 How would you prove that the tenant has used the property for unlawful activity - or you have been threatened? Especially hard to prove if the tenant wont allow you access, or you have to give 48hrs notice prior to inspection.
- 160 Noise Parties Abuse Rubbish Inconsiderate/aggressive to neighbours, landlord or representative Bad language Children / Animals causing problems Drug dealing Drug use Damage to others property Domestic abuse Theft Blocking driveways
- 166 The RTA document isn't a serious attempt at identifying all examples of anti-social behaviour, which in itself demonstrates the unsuitable nature of this proposal. The RTA should require professionalism and skill from Landlords, these type of sections encourage the opposite.
- 172 It covers some anti-social behaviour, but there are others, including parties with excessive noise & intimidating language & behaviour. Also drug use/supply, rubbish & old cars making the neighbourhood look run-down & rough etc
- 177 I could write a book on this, have just sold a property in Otahuhu, had just about every imaginable thing happen on this property (6 tenancies)I am more than happy for government to take over these tenancies as this legislation is making a lot of investors who house these tenants question why they are even bothering to invest.

ResponseID Response

184 There are MANY behaviours that are unacceptable to landlords and neighbours.

186 Not fully, and also too vague for 'LL to provide proof.

187 loud car exhausts, car and people coming & going enough to be disruptive of neighbours right to peace and quiet, but not enough for noise control

197 Drug dealing and manufacturing could fall under this threshold if the behaviour is occurring within the house, rather than having a direct impact on neighbours through external events.

201 Didn't want to look at the pages as last time I did I lost the document and don't want to do that again.

203 We have had tenants with affiliations to gangs, past criminal convictions and with mental health issues. I would be very concerned for my personal safety if I had to describe or point out antisocial behaviours and have such tenants take exception or feel singled out. Such tenants can be vengeful for months - or years later. Also some anti-social behaviours are quite insidious and difficult to prove. Abusive actions can also include social media "trolling"

209 Anti-social behavior is not acceptable.

210 Some coverage though "or their visitor" needs to be added to the other instances of anti-social behaviour or even if the damage to the property was accidental. Also, if the visitor was unwelcome, would the tenant still be liable for damage caused by such a visitor? It would be manifestly unfair on the landlord if this cost was not put on the tenant.

215 There is nothing worse than the breakdown of a tenant/landlord relationship. It leaves the landlord in a very precarious unsafe position financially, mentally and possibly physically as well. It seems the tenants rights are being given precedence over the landlord who is the actual owner of the property.

217 Any action by the tenant that disturbs the other tenants, neighbours or the landlord should be considered anti-social.

222 They're too specific and not broad enough. There are untold things tenants can do ... we had one that kept stealing from the neighbour (well, that's not on the list).

226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

228 Seems comprehensive but I wouldn't want to box it off completely - there are probably far more examples than just this. Again think battered wife or child - there can be a lot of abuse that is difficult to articulate, provide evidence etc.

229 I was threatened by a tenant/flatmate and felt like I had to do what they said as I didn't seem to have any protection/ support from government

ResponseID Response

236 We had a Housing NZ tenant move in to the flats across the road from us and for six months that person acted out in an anti-social manner due to their mental health issues. They sat in the road in the middle of the night, talking to themselves, shouting, swearing and arguing with themselves and others. Nothing could be done by either the police or the mental health team. This person was clearly unwell and was eventually persuaded to move by the HNZ staff and is probably annoying other neighbours now. Other behaviour that I would like to see included would be the displaying and/or wearing of gang patches and regular loud noise.

241 In a broad sense

247 "Unreasonably" is an ambiguous and subjective term. Every person's opinion on what is 'unreasonable' is different. 'Unreasonable' should include unreasonable lack of care and cleanliness for the property.

252 There are far more matters that can and do come up than any rational person can specify within a law or regulation. After 26 years as a landlord I am still finding newly invented ones.

253 Also neighbours of bad tenants do not want to give evidence or have their names used for genuine fear of reprisals. It's a horrible situation for a landlord to be in. We have an obligation to ensure our tenants aren't interrupting neighbours enjoyment of their properties but no evidence to present if neighbours are scared. Police will not give a statement either.

262 It would be very difficult to list all the reasons how a tenant could prevent my neighbours' quiet enjoyment of their premises and how they could interfere with the reasonable peace, comfort, or privacy of the neighbours in their properties. The property owner should have the right to determine what is and isn't acceptable behaviour in their property and retain the tools they require to effectively manage their property.

263 .

267 Why is it that the damage to the property by the tenant has to be deemed significant? The main problem landlords will face here is a Tribunal that refuses to accept that an unruly tenant needs to go. No doubt all sorts of sad stories about family issues will be tabled as excuses for anti social behaviour, forgiveness and mercy will be requested and landlords will be faced with lengthy terms stuck with non repentant tenants.

268 There's no such thing as a complete list - there will ALWAYS be grey areas open to interpretation!

269 This is a broad subject and could differ depending on the location of the tenancy. What might be acceptable to the neighbours of one community might not be appropriate in another.

8. 1D. What do you think the impact will be if the Government removed no-cause terminations?

ResponseID	Response
26	It could impact the tenants future references in a negative way.
29	Confusion amongst tenants and landlords, more tribunal hearings with no obvious outcome, increase in 'false' termination, not sure what problem this proposal is trying to solve. Maybe you need to do "the five whys" before you decide in a solution.
34	Unfair to landlords, Uudemocratic. Good landlords will sell and more homelessness.
37	Less investor in the market not wanting to take a risk
40	No landlord terminates a good tenancy for 'no cause'. Therefore the clause is ridiculous.
42	Most terminations are for a reason. Its the reason that is the issue.Bad behavoi should allow termination. Generally this has only been in use for the last 5 or 6 years and became that way because of the determined behavoi of gang groups. The new bright line testing will remove a lot of the use over the last few years and making term tenancies the favoured way would end a lot of the misues. An application to TT, quickly heard (7days), should be available for other situations.
45	landlords getting out of owning property to rent some tenants not being given a chance in first place
48	Will be extremely hard to evict difficult tenants or those who are physically threatening
67	A lot of rentals will be removed from the stock worsening the housing crisis.
72	I will exit all my properties
75	Tenants will be free to trash the property
80	Applicants who look dodgy won't get a look-in because owners won't be able to get rid of them.
81	fewer landlords. other workarounds
82	MORE part-time landlords cashing up & selling to owners so reducing the rental pool more.
83	More private landlords will sell out and the others will be much, much, more picky in choosing tenants.
86	A massive decrease in private rental sector and more expectations on housing new Zealand. Rent increase

ResponseID Response

87	Much more scrutiny of who landlords lease their property to and tenants that may have been given a chance will not have places rented to them
90	Will make it much harder for landlord to remove troublesome tenant and put undue stress on landlord and possibly neighbours with burden of proof.
93	No-one will give marginal tenants a house as they dont want to give the benefit of the doubt
95	Some landlords will exit the sector, including not buying new builds. (There are a lot of new high rises going up, currently largely tenanted >> Impact on developers.) Holiday style lettings will increase. Less than perfect tenants will move on with rellies and apply for social housing >>> impact on the taxpayer. Those landlords that remain will be filling vacancies in a worse shortage than currently. Good news for them - better tenants, higher rents.
102	Less private rental stock, as it will become too onerous for the landlord to manage.
105	A big impact on us landlords. In that case a new Law should replace it. # Tenants should have there own Rental Properly Insurances. Covering Methamphetamine, Deliberate Damages, Lost Rent. Then they might think twice & respect landlords properties.
106	More arguments and web sites set up with a list of tenants to be avoided at all costs.
112	Less rentals on the market, higher rents
117	Labour won't be in Government if they remove this
122	Much closer vetting of potential tenants. I would seriously consider selling my rental properties that are located in South and West Auckland. May make tenants more litigious Makes us less willing to enter into residential tenancy agreements. More likely to sell our current portfolio.
127	Tenants will never move out and will empower them a lot
128	Just take longer to have the tenants to move out.
129	the positive side of it there will be a record as mentioned earlier of the reasons the tenants were given the notice especially with the creation of a central database that will be hugely beneficial, with an easy electronic access
131	Escalation of antisocial behaviour lack of care from tenants. Clogging up the court system
132	LLs will get more discriminatory about tenant selection. People will not get a second chance.
133	The law would be one sided to benefit the tenants. Force landlord to sign very short tenancy and take no risk some "ify" tenants. Or just puts off renting out property full stop

ResponseID Response

142	mm probably more landlords selling up,therefore reducing the number of houses available
144	Good landlords will sell and there will be shortage of rental properties. Rent will increase and affect the good deserving renters.
145	People will stop buying investment properties to rent. They will cash in. Those who need homes to rent will not always buy. This is a huge step backwards for people who provide a much needed service in NZ.
146	It is highly probable that the impact of such a legislative change would cause some LLs to consider their ability to manage their investment in a proper, practical and reasonable manner. This could lead some smaller LLs to sell their properties rather than deal with the hassle of a more complex resolution framework thus reducing the number of properties available for rent - the end result would be that the fewer remaining rental properties would put up their rents, making it even harder for Tenants to find reasonably priced accommodation.
148	Less rentals which means higher rents which will hurt the ones that need the most help. Less control for the owner, tenants will feel like they can do whatever they want.
151	Some tenants will not pay rent knowing it will take longer to be able to terminate More people in some areas of the country will be stuck with anti-social neighbours for a lot longer.
159	There will be a lot more mental health issues for landlords. There will be fewer opportunities to bring existing older housing stock up to scratch, or effect repairs requiring a vacant premises, resulting in more cases of substandard housing being let as properties slip into disrepair.
160	Rather than having to prescribe exactly what reasons a landlord can end a tenancy, acknowledge that the owner wouldn't end a tenancy unless there was a good reason and allow them to use their own judgement to protect their other tenant's, their property and the property neighbourhood.
164	I think you'll find a lot of landlords getting out the of the business.
165	Hard to sell properties as you will need to have 90 days settlement from unconditional. Long wait time for landlord to get to tribunal and evict bad tenants who has rent arrears, behaviour problems. Landlords less likely to consider tenants that needed help. I helped many tenants before. Some are ex prisoners and they ended up really well. But some tenants I helped didn't pay me any rent and left huge pile of rubbish for me to clean after they finally left. With new RTA. I will unfortunately have to reserve my helps to myself to avoid getting burn again. What it really means to me is that every time I have a bad tenants, or I need to sell a property it will take significantly longer time to resolve the matter at hands which could be detrimental. I always think that private landlords are the Government's partners to rental housing market not enemies.

ResponseID Response

166	This will significantly impact business viability and risks. At a minimum landlords will have to be much more cautious about tenant selection to ensure only squeaky clean tenants are accepted, and increase rents to reflect the increased risks the landlord faces. This will lead to fewer tenants per rental property and fewer tenants accepted to rent privately owned rental accommodation
170	It may become harder for the landlord to manage their asset or business, which in extreme cases may lead to bankruptcy. Very few private landlords act as or can afford to be charities, they are landlords as a form of business. Some tenants are experts at working the systems and stretching the rules and this may well be another avenue for them to do just this.
172	It takes away a landlord's right to do what he wants with his own investment property. He is not going to evict a tenant without good reason, but giving a reason that is serious to the owner or neighbours might not be considered serious by the Tenancy Tribunal.
177	Government will have to increase social housing as investors exit market. I have already sold down most of my property that is harder to manage and will exit residential completely within next year
184	We may be stuck with abusive tenants, because we are fearful of telling them that is why they have to leave
186	More problem tenants being harder to move. I am happy to provide long term lease for good tenants knowing if I get it wrong I have some reasonable options
187	it will be MUCH hard for tenants to find a place. tenant screening will be very rigorous and any past history, or no history at all, ie new immigrants, will be unlikely to secure a place
190	Not sure
192	Homelessness rates will increase with more investors opting to leave their property vacant, making the housing crisis worse. Many property owners can afford to do this if our rights are striped away from us and the government wants to move laws to favour tenants. We worked very hard to save for a house, sacrificed a lot, now to have our rights taken away from us!
197	Greater damage to properties Increased beligerence of anti-social tenants who believe that lanlords have no rights over their properties. Reduction of renal properties as landlords exit the market More proiperties left empty whilst landlords picked and chose only the most "upstanding" of tenants and the risk of choosing the wrong tenant increased beyond the point of being willing to take a chance on tenants. Increased difficulty of young people being able to get a tenancy due to lack of references/experience. Increase demands on the Tenancy Tribunal reources and delays in dealing with cases and issues, meaning more rental arears or damamges occuring whilst waiting for your case to come up and be heard

ResponseID Response

- 201 You will have more people selling their rental properties as they don't want to deal with bad tenants, plus you will have more rentals vacant for longer periods as the landlords look for the ideal tenants and not want to risk getting a bad tenant.
- 203 Surely there will have to be more cases being tested at Tribunal to terminate tenancies? Clogging the courts, delays at being heard - all at tax payer expense Longer delays could also be unsafe for landlords and agents and the properties with vengeful and possibly dangerous tenants still in residence while waiting for a hearing. Malicious damages could be on the increase Also, having TT cases become a public record for problematic tenants is detrimental to the tenants finding other rental properties, perhaps with improved outcomes. No cause tenancy terminations could allow such tenants a fresh start elsewhere
- 206 The landlord will have their hands tied on getting tenants out of their property.
- 209 Landlord less likely to rent out their property.
- 210 There will be an increase in tenants challenging terminations and the tenancy tribunal as currently resourced will not be able to handle the increased workloads. Time and resources will be wasted and landlords will be prevented from putting their assets to optimum use.
- 214 Problematic tenants in rentals causing damage.
- 215 Landlords will probably sell up their rentals rather than be locked into unsuitable tenancies They will not want to go through the already lengthy tribunal process which will involve gathering lots of evidence, ongoing court proceedings (which can easily be delayed by the tenant deliberately through evasive excuses and non conforming). The process is already heavily weighted towards the tenant's benefit and not the Landlords so I see it only getting worse.
- 217 If this comes into law, we will sell our rental properties as we will have our autonomy over our own property dictated to by the Government.
- 220 I think a lot more shorter fixed-term tenancies will be used.
- 222 Massive insurance claims for damages done. Increases in Tenancy Tribunal disputes. 80% of Landlords only own ONE rental. The next 10% only own TWO rentals. They're not big investors. They're just Ma & Pa saving for their retirement. The nightmares of being a Landlord will impact them emotionally and they'll SELL! There will be rental shortages, and rent will go up. As only those left as Landlords will need to be very hard-core, and very financially covered by decent rents for the huge fiscal risks involved.
- 223 Property Investment is a business why do government want to interfere. This creates unnecessary issues and documentation.
- 225 I am already look at giving up my 6 rental properties with all this looking after the tenants. The good landlords are not getting looked after

ResponseID Response

- 226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.
- 228 Similar to the impact if government removed the right of one party in a marriage to end a relationship that was not serving them well. Or in business, if a dentist wasn't getting paid for her services, would she have to go to such lengths to continue to provide business services to a patient who behaved badly? Or a lawyer? Retailer? A
- 229 It could lead to a lot more friction between landlords and tenants- resulting in more damage and more unpaid rent
- 236 Less people will be able to achieve a tenancy as landlords will be more thorough in their due diligence and it will become harder to secure a tenancy.
- 238 Residential property is a form of investment. Landlords are businessmen. If being regulated too much they might give up which will hurth NZ economy
- 241 A longer mediation period and the tenant disputing Landlords changes. Tenants have opportunity to manipulate the situation or reasons given by Landlord. It will become much more difficult for Landlords and the Tenancy Tribunal will be more busy/involved trying to resolve issues where previously there wouldn't have been issues.
- 245 Some Landlords may get out of rental property putting more pressure on existing tenants.
- 247 Landlords will not be able to get rid of tenants who display a level of anti-social behaviour that is not commensurate with the neighbourhood within which the property is located because the standard off anti-social behaviour and onus of proof on the landlord to provide evidence of such behaviour will be so high and stringent that it will end up being an unreasonable burden on the landlord to have to put up with such tenants in/on their property.
- 248 Landlords selling up = less rental properties for rent = higher rents
- 250 Landlords would sell. They lose control of an asset that belongs to them
- 252 (See above for why they don't already exist). Chaos. Bad tenants advantaged, good ones penalized. Many Ma-and-Pa landlords (who comprise 90% of the market) getting out of supplying rentals.
- 253 Lots of arguments between tenants and landlords especially when a party does not agree with or like the reasons given.
- 257 More landlords will have to resort to making applications to the Tenancy tribunal for termination thus overloading the system which is already not able to process the current workload in a timely manner.

ResponseID Response

261 Unsure at this stage but it would definitely make it harder to remove problem tenants who are causing issues that are not easily documented or able to substantiate via third parties or the landlord.

262 I (and other landlords) will have to be even more careful when taking on a tenant, which will have the unintended consequence of making it even more difficult for tenants to find a place to rent. A few bad tenants will ruin it for everyone else. I have been a landlord for almost 20 years. I have had many great tenants, most who have stayed in my places for 2-5 year tenancies. Some of my tenants have been professionals, no kids, double income. These people I would take on again under the proposed changes without hesitation. Some of my tenants have had raised a few warning flags at the beginning, but I have given them the benefit of the doubt, all almost all of them have worked out fine. I have had three tenants that have caused lots of problems, and I eventually had to terminate. These problem tenants cost me lots of money, and wasted hundreds of hours of my time. Because of my fear of having to deal with problem tenants again, I would be more selective about tenants in the future. If landlords are forced to go to the Tenancy Tribunal to end a tenancy, tenants will have this recorded against them, potentially making it harder to get future accommodation

263 Landlords will contract around it, be almost reluctant to rent their asset without 17 references.

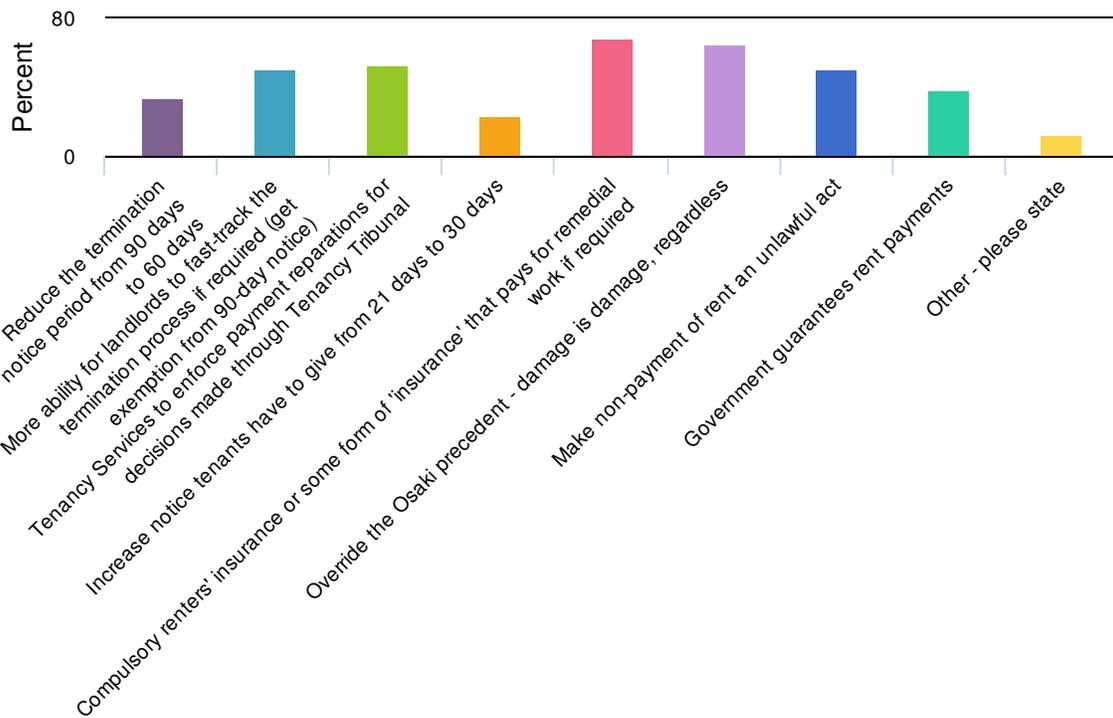
267 Again it is actually rare that the 90 day no cause termination is used but in these circumstances it is practical and pragmatic. The absolute fact is if this is removed it is actually going to have the opposite effect of security of tenure for the most vulnerable tenants in New Zealand. Simply put if you make it literally impossible for landlords to get rid of these types of tenants in this simple no hassle format then landlords are going to stop taking risks on renting houses to marginal applicants in the first place. Currently you may have a tenant you are not completely sure on, they may have even been honest about past issues but show you they have now reformed. Seriously, given these new rules will make it totally up to the Tribunal with a heavy burden of proof upon the landlord, why would you even consider taking the risk. Drop the rent \$10 or \$20 and just get a better tenant. Make no mistake this one change is going to see a massive group of tenants unable to secure a rental in the private sector and this will place an even bigger burden upon the Government to deliver more state housing. Its common sense if you bother to take the time to think it through.

268 This will eventually hurt the very people the govt is trying to protect. Good landlords will bail out while rogue landlords will continue as laws don't mean anything to them. Flow on effect - more impact on housing shortage, increased rents to cover increased risks to landlords, market rents increase due to lack of supply.

269 I think it could result in an unfair loss of control of a landlords assets and how they want to use them. Yes I agree that tenants shouldn't have to deal with bad landlords that end tenancies unfairly and too often but I don't think this is the right solution.

271 less landlords

9. 1E. What could the Government do to make you feel more comfortable about the removal of no-cause terminations? Please select a MAXIMUM OF 3 responses.



Value	Percent
Reduce the termination notice period from 90 days to 60 days	33.7%
More ability for landlords to fast-track the termination process if required (get exemption from 90-day notice)	50.5%
Tenancy Services to enforce payment reparations for decisions made through Tenancy Tribunal	52.6%
Increase notice tenants have to give from 21 days to 30 days	24.2%
Compulsory renters' insurance or some form of 'insurance' that pays for remedial work if required	68.4%
Override the Osaki precedent - damage is damage, regardless	65.3%
Make non-payment of rent an unlawful act	50.5%
Government guarantees rent payments	37.9%
Other - please state	12.6%

Other - please state

All of the above and more. I do not want no-cause terminations removed and nothing you have suggested to date makes me comfortable with this proposal.

Change both landlord and tenant notices to the same period of 30 days, similar to commercial leases. Landlords should be able to file unpaid rent and damages payable by the tenant with IRD so that payments can be deducted from tenants' wages - provided that a ruling has been made by the Tenancy Tribunal for those costs.

Do not remove it.

Do not remove no-cause termination

Don't do it

Don't enforce such a dictatorial rule - realise the Landlord OWNS the property. It must ALWAYS remain their FUNDAMENTAL RIGHT to decide who LIVES in THEIR PROPERTY!

I do feel at all comfortable about removing the right of a landlord to end a relationship that is not working well. The options above will still require an inordinate amount of stress and cost to landlords if they have a difficult tenant. Tenancy services should in any case enforce payment reparations, tenants should have insurance, etc

If you put in that clause you will made conflict between the landlord and tenant.

No reason termination for 90 days

Summary termination for unlawful/ illegal activities or when rent is in arrears for 1 week or more - immediate removal of tenant so no further damage can be inflicted on the property or the tenant owe a bigger debt that they cannot repay.

nothing they could do would make me feel more comfortable

10. Any comments:

ResponseID Response

ResponseID Response

- 42 In my experience there are two big issues. Non payment of rent and damages and cleaning costs. currently their is no fairness to either of these. If the intention is to require landlords to supply a better product to the renters then IMHO it is fair to ask the renters to be responsible for their behavior. The Govt. and the taxpayer lose every time a landlord has to repair his property as that is tax deductible as a cost of business. The landlords insurance company insures the policy holder and not the tenant. There is no reason why the Landlord should not be able to add an insurance premium to the rent, based on the tenant, if a company will insure the tenant. The other alternative is to require by law the tenant to insure against their occupation. This is normal in a commercial tenancy. The big benefit is that should there be a major disaster then the community at large will have a much better insured group of people and therefore much better outcomes. It seems to me that people who don't insure are simply bludgers of the rest of the community and the Govt. We have EQC and ACC so why can't we have a tenants insurance?
- 80 There is nothing the Govt could do to make me happy about the removal of no-cause terminations. This is an erosion of property rights and limits what an owner can do with his or her property and therefore reduces the value of the property.
- 93 This will be a disaster
- 105 # Landlords should be able to give Tenants 21 days notice to vacate property. # 30 days to Terminate a Tenancy Agreement.
- 122 The majority of terminations are due to rent arrears
- 132 Most of these provisions are useful. There are long waits to get to the TT now (not helped by the poor interface design for the form and difficulty of updating information and nit-picking of TS staff on providing details even though those are not the contentious information. Hearings can then be deferred and all the time tenants do not pay or continue misbehaviour.
- 133 Landlord are providing a huge asset to accommodate people should be given not protection not having protection taken away from them. Current law is already favoring tenants. 90 days is very long as it is for tenants look else where
- 144 Status quo - no change to current system
- 145 It's hard enough to get tenants out after issuing notice. Reducing the time frame will not change a thing. It will make it worse.
- 146 None of the responses above cover the whole issue of no-cause terminations, only one aspect or another. The phrasing and terminology of this question suggests that a premeditated decision has already been made to remove no-cause terminations, and you are merely seeking ways of making it more palatable to LLs. What safeguards would be offered to LLs? Every solution offered to LLs for various situations refers to the TT which is already overburdened with cases.

ResponseID Response

164 These type of tenants show no regard for the Tenancy Act and will not pay back any money owed. In addition to that, they will go out of their way to do more damage. There's a reason they're not in the private housing sector and often fall under the governments wings. Landlords won't deal with them anymore.

166 Being a property investor, your business relies on consistent income and minimising damage to property. Good tenants who look after the home and pay their rent on time are welcome tenants. Terminations adds risks to landlords income consistency, increased costs to re-tenant a property, plus a lot of extra time involved. It is nonsenical for a landlord to risk this without suitable reason. Just like any business a landlord should be able to professionally manage their business without the government trying to create a loose:loose situation.

184 Basically leave the no-cause alone!!

197 Damage to property is the main concern for landlords. No damage no need for reperations or loss of rent through remediation. Rental arrears is already covered as a reson for terminations, so it is proerpty damage that is the number one concern. Anti-social behaviour and lack of respect for people and proerpty are hihgly correlated. If renters had to carry their own insurance and pay premiums and excesses they would be more accountable to themselves and increase the care they took. Insurance companies carry greater weight with a tenant than a single private landlord in terms of the tenants on-going reputaion and ability to get cover and the costs of insurance and excess if claims are made.

210 Increasing notice from tenants will probably not work in the landlord's favour. It will only give errant tenants more time to damage property and get further into rent arrears. However, if the landlord had to give 90 days' notice, there would be a disconnect between the notice required of tenants (21 days), leaving a huge gap of almost 10 weeks ... a long time to be without income for the landlord.

215 Ultimately our rights as the owner of a property should not be taken away.

217 The fact that we, or our insurance, have to pay for all damage caused by the tenant plus our excess is not acceptable. Currently there is no compulsion for the tenant to take any responsibility for any action in the house or take care for our property unless we can prove that it was intentional damage or caused by an illegal act.

ResponseID Response

228 The current 21 day notice is already difficult for both parties. Tenants do not want to pay double rent, so they tend to try and either have their existing landlord let them out early so they can take a new tenancy or want the new landlord to wait out their notice period. It is going to cost one party at least. RE: Osaki precedent that is still playing out, there are two types of accidental damage. One is unavoidable, the other isn't. Landlords have insurance to cover unavoidable loss. Tenants should cover the cost of accidents that were avoidable. Like if a tenant allows their pet to urinate inside, especially if their agreement stated no pets, and the pet damages the carpet, that tenant should be responsible for replacement of carpet and underlay because they could have prevented this happening. If I own a car, I have the choice of taking out insurance to cover any accidental damage. If I don't cause the accident I don't have to pay the excess. If I do, I have to pay up. If I don't have insurance I have to decide what to do. If the other party doesn't have insurance I'm stuffed and it costs me time and money to resolve the problem. Human nature tends towards avoiding taking responsibility for something they know or are pretty sure about being able to get away with. If government were to guarantee rent payments tenants would use that option to the max. Then responsibility for payment gets shifted to another party, or another entity. Who and how would that be funded? Another cost, another organisation. Responsibility for managing your life, whether you are a landlord or a tenant should not be allowed to be passed on to someone else.

229 90 days is a long time to have renters in the house who've been asked to leave and there's friction. Can lead to a lot of damage and unpaid rent which landlords then have to cover themselves due to lack of back up from the government

236 I would not feel at all comfortable if the no-cause termination was removed and do not believe it would be fair to property owners to not be able to use this option. I feel the government is biased against landlords and is treating all tenants as if they are perfect, when many are not. I have never considered it fair that a landlord needs to give 90 days notice but a tenant needs to give only 21 days. An increase in the amount of notice that a tenant must give would be a more balanced approach. The tenant is not required to give any reason for moving out so why should a landlord need to give a reason for the issuing of a 90 day notice? In 20 years I have only ever once issued a 90 day notice and that was to a tenant who was always behind in her rent but could offer me a wine and a cigarette while explaining why she was 'short this week'. I would suggest increasing bonds to up to 12 weeks as a way of mitigating some of the risk: why is it that bonds held do not attract interest? If they did, then this would be an incentive for the tenant and for long term tenants their bond could compound and essentially become an asset. The whole issue is about risk, imo, risk to the landlord of loss of rent and damage and risk to the tenant of loss of home and security. There must be a win/win for genuine parties and an easy process to deal with the difficult and delicate situations for it to be fair.

252 Impose penalty interest and collection charges on unpaid rent. If I don't pay my mortgages on time, I get penalized by the Bank. Why should late-paying tenants be exempt from that?

ResponseID Response

253 I think that the current system is fine although 90 days notice does seem to be excessive. As for tenants having to increase their notice to 30 days. I think that's a waste of time really as quite often once a tenant has made the decision to move they stop paying rent.

257 The RTA needs to ensure that it is equitable to both landlords and tenants and to not create an adversarial situation. Since the Osaki case, tenants have held the balance of power in respect of damages they cause where intention is hard to prove. Even when Landlords have insurance cover, they will be out of pocket by the insurance excess. This makes Landlords more choosy on the quality of the tenants they accept, which would make it hard for the tenants that need housing most to get the housing they need. it will thus fall on HNZ and other social housing providers to have to fill the gap which is likely to ensue as landlords move out of providing homes for the lowest socio-economic group. This is an Unintended consequence of the removal of the no-cause termination.

261 Increase notice tenants have to give from 21 days to 42 days

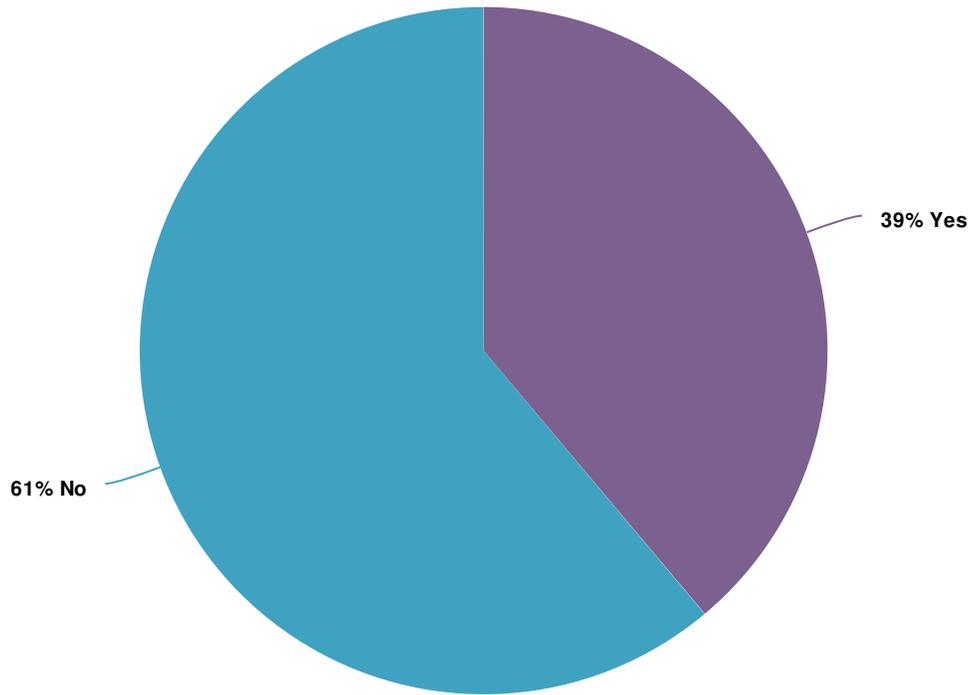
263 .

267 All of the above needs to be fully addressed. Security of tenure for tenants is all well and good but all landlords want is respect of their property and enforcement of personal responsibility upon tenants for both their actions and at times inaction.

268 If you're going to get rid of no-cause terminations, which you are, then may I suggest introducing a new provision for 'termination due to irreconcilable issues/relationship breakdown'? Like any relationship, if the tenant and landlord are always fighting, then chances are that would never improve and they should both go their separate ways.

269 I like pretty much all of these options but I don't think they shouldn't be used as reasons to justify removal of no-cause terminations.

11. 1F. Do you think giving a false reason to terminate a tenancy should be an unlawful act?



Value

Percent

Yes



38.9%

No



61.1%

12. Please state why and/or share your story:

ResponseID Response

26 Unless doing extensive damage to my property is also classed as an unlawful act

29 He said she said... Would result in a complete waste of public money to argue these cases.

34 Landlords are honest and reasonable people.

37 Who owns the house. If you rent a cabin in a camping ground on the beach, then stay in it and don't want to move wh n your asked to, is that the same?

40 It should not be 'unlawful', but could perhaps be punished by way of a fine, etc.

42 Because it's a falsehood and lying is not acceptable by any party.

56 Not paying rent is theft, but it is not considered a criminal act in the tenancy tribunal.

ResponseID Response

67 circumstances can change quickly.

80 This would not be an issue if no reason is required to end a tenancy. This is evidence of the problems caused by the removal of no-cause terminations.

81 sometimes the truth will result in anti-social behaviour being increased against a specific vulnerable person.

83 There are some tenants you just do not want to annoy!

86 Many tenants use false stories to break out of fixed tenancies, so by making it unlawful, even more tenants won't be able to find suitable rentals

90 Don't think it should be necessary as will just add complications to rental law. No landlord would remove a good paying tenant unless absolutely necessary.

93 Sometimes its hard to prove when a tenant is still in there. I once had tenants try to sue me after the house was damp after the court case and the tenants moved out and I cleaned the gardens were trimmed back we saw that all the sump pits had been filled with rubbish not allowing house water to drain away so everything went under the house. I knew they were damaging the house but its hard to get full facts while they are still living in there and making it hard

95 And let the Tenancy Tribunal decide on the balance of probabilities. No, until adjudicators have less room to make judgements based on tears and sobs.

105 No it shouldn't be. But what about the tenant doing unlawful things too our properties.

108 there needs to be a legitimate reason, but not one that requires do much paper work or proof.

112 False reason is misguidance and misleading. Unlawful is a very strong expression that is associated with crime (e.g stealing, robbery, physically or verbally harm someone). Not paying rent seems to be a more severe conduct (i.e. money taken away from someone who is the rightful owner).

128 I don't think there is anything wrong with wanting house back to re rent out or rent to family. Some tenants are just unsuitable in a place and should move on to something more compatible. I don't think you have to give a reason.

129 there was a recent story where the landlord has given long term (5 years) tenants a 3 weeks notice saying the family member will be staying at their place and just before vacating the premise a number of real estate agents came over to check out the property which was a little bit annoying for the tenants as knowing that the property is for sale they were ready to put an offer in so by having a type of retribution or reparation in the eyes of law would be beneficial

ResponseID Response

- 131 Sometimes circumstances change. We recently gave 90days to a tenants to sell but ended up moving in
- 133 Because law is one sided for tenants. Landlord need to protect themselves also their huge asset they worked hard for and probably still paying huge mortgage for. Like drug issue, landlord can't get prove, tenants can completely trash the house and walkaway leaving landlord to pay the bill. What choice does landlord have. Sometime landlord is forced to lie about reason to get ride of a tenants peacefully
- 144 Landlords are a legitimate business and we are providing service to tenants and do accounts like any business and pay tax. We will not lie.
- 145 Both landlord and tenants liable for ending terminations as it stands. It currently states you cannot terminate you tenancy, yet people do with no consequences. Landlords do not want constant changes in tenants. Tenants move on. Not landlords (unless change of circumstance like selling). If you make it a law, how will it be informed? Already can't reclaim costs from people who leave their property.
- 146 If the system is made more complex and challenging for LLs who are experiencing real day to day issues with problem Tenants, some individuals may well seek to fabricate reasons why a tenant should be removed. If this was then deemed to be a Criminal Act, LLs would feel further exposed and under-protected in trying to achieve two main aims: a) providing reasonable and fair housing, and b) providing themselves with an investment for the future. No right-minded individual would seek to invest their time and money in owning an investment property if the result was both continually challenging and of little value. It would be seen to be easier to sell the properties and invest elsewhere.
- 148 I dont feel like a reason is needed but if landlords do need to give a reason then alot will not want to deal with conflict and give the real reasoning behind it. The property is the owners and if they want to terminate a tenancy i believe they should be able to do so.
- 151 You should be upfront and honest with the tenant on the reason why you want to terminate the tenancy
- 159 Thats why the no reason termination should remain. Otherwise some landlords will be forced into positions where they feel their only way to regain control of their property is to lie.
- 160 Landlords should not have the obstacle of producing evidence put in their way when trying to protect their property, their tenants or their rental property neighbours. It is extremely hard to prove and gather evidence. Other tenants and neighbours do not want to provide letters or affidavits. That is the prime problem and why the 90 day no cause notice is the last tool available to landlords to protect their property, their tenants or their rental property neighbours. Photo's and recordings are too difficult to obtain and could be subjective. Continue to allow landlords to do their job as there is no quantifiable evidence that landlords are abusing the 90 day notice.

ResponseID Response

164 I'm pretty transparent with my properties and consequently have good relationships with my tenants. I think if you've got to the stage you have to lie to terminate the tenancy, it's obviously not a good relationship. I don't believe it should be an unlawful act.

166 If the law is fit for purpose the landlord would not need to run his business by using false reasons. If the law was unduly onerous (as it's proposed to be) the government intent must be for landlords to give false reasons.

170 This should not be necessary, a landlord should be able to give notice for any reason with a reasonable amount of notice.

177 I think what the government is trying to do is stop speculators etc from renting a property til such time as they are ready to renovate/sell. A lot of residential investment property can be sold with existing tenancies in place. I don't like the idea someone puts tenants in just to improve cashflow while developing etc and would like to see tenants with long stable tenancies. Things do change for investors and like I have said above it is a way to remove problem tenants without needing to escalate to tenancy tribunal. I firmly believe we should not need to give a reason as long as the tenant has a long enough time to find a new property. If i have to give a tenant a 90 day notice to vacate and I also have to tell them the reason is " because you don't pay your rent on time and I am sick of chasing you for it" what do you think will happen to that tenancy for the next 90 days? Loss of rent, damage to property, antisocial behaviour? Without needing to give a reason this is less likely to occur.

184 We imagine it is used as a safety mechanism to avoid danger and abuse.

186 Not unlawful but believe this is also not fair. At the end of the day it is 'LL house and they should not have to actually provided a reason, any more than a tenant should give a reason why they want to leave.

187 if non payment of rent (an RTA requirement) is not an unlawful act then using a false reason to terminate can never be an unlawful act

192 Both tenants and landlords have to be open and honest for this arrangement to work harmoniously

197 Circumstances change. For instance if you gave a reason of selling, and then the property did not sell, or someone you knew wanted to rent the property and they went in after the previous tenant, when did the reason become false and how would you prove it?

201 Often rude antisocial behavior or drug dealing or use is very hard to prove, I've had about three tenants who have sold drugs from our rentals, bad behavior with neighbors, but no one wants to get involved. The best thing to do is not to extent their tenancies. Majority of landlords wants good long term tenants.

209 Landlords should have control over their own property.

ResponseID Response

- 210 This is too subjective and open to argument. What is the burden of proof required? As it is, tenants do not need to give a reason to terminate a tenancy and only need to give 21 days' notice (whereas landlords need to give 42 or 90 days depending on the circumstances). It's already stacked in the tenant's favour.
- 214 Often there could be gang members in the property. Could cause problems.
- 215 No if you remove the 90 day no clause termination then some Landlords may be forced to give a false reason to terminate because you have legislated them into a corner whereby they have to commit a crime in order to take possession of their own property. The only winner out of that will be the lawyers.
- 217 All parties to a tenancy agreement should act with integrity and good faith at all times.
- 222 When you have a lovely tenant who respects their neighbours and pays their rent, you love them like GOLD. It is nearly always just UNPAID RENT or ANTI-SOCIAL BEHAVIOUR which is why you need someone to leave. And it can be BLOODY SCARY to tell an intimidating tenant's huge Boyfrriend (who shouldn't be living there, but is) the real reason you want them gone. All you ever do is PISS THEM OFF. And the only way they ever react is to TRASH YOUR HOUSE. You HAVE to make up a White Lie, to keep yourself and your property safe.
- 226 Because tenants need to feel safe knowing that if they are good tenants, maintain the property and keep up with rent payments, then they will not have to ever worry about being evicted for no good reason.
- 228 Again, think of a marriage. If one party is feeling intimidated or unhappy and is unable to get out of the relationship they do what they have to, to stay safe and to minimise emotional, physical and financial risk and loss. Government however proposes that landlords are somehow inhumane for taking care of their livelihood and upholding their business and personal morals, beliefs and forming their own workplace policies. I am currently managing a situation where I have to chase up my tenant every month for unpaid rent, rubbish around the property etc. They do not respond to my messages, don't answer their phone and will continue to do this as long as they can. It is disrespectful of them towards me to be in breach of our agreement to such a degree. I have chosen to disengage from this relationship as it does not serve me well.
- 229 What if you don't want to hurt their feelings. Should telling a white lie be an unlawful act? Landlords need protection too. He stopped paying rent and left the room in a mess (piss on the walls). There is a huge lack of landlord support/ protection
- 236 It's not clear if you mean a false reason by the landlord or by the tenant as surely this should apply to both parties?
- 241 Landlords need to be honest and ethical in their decisions

ResponseID Response

247 Payment of rent is a civil matter and not a criminal matter. It comes under civil law and not public law because it is between individuals/members of society, and not between the state and individuals.

252 To state a reason will simply cause arguments and empty promises and drag out the process to the detriment of all concerned.

262 A civilized society is based on mutual respect and trust.

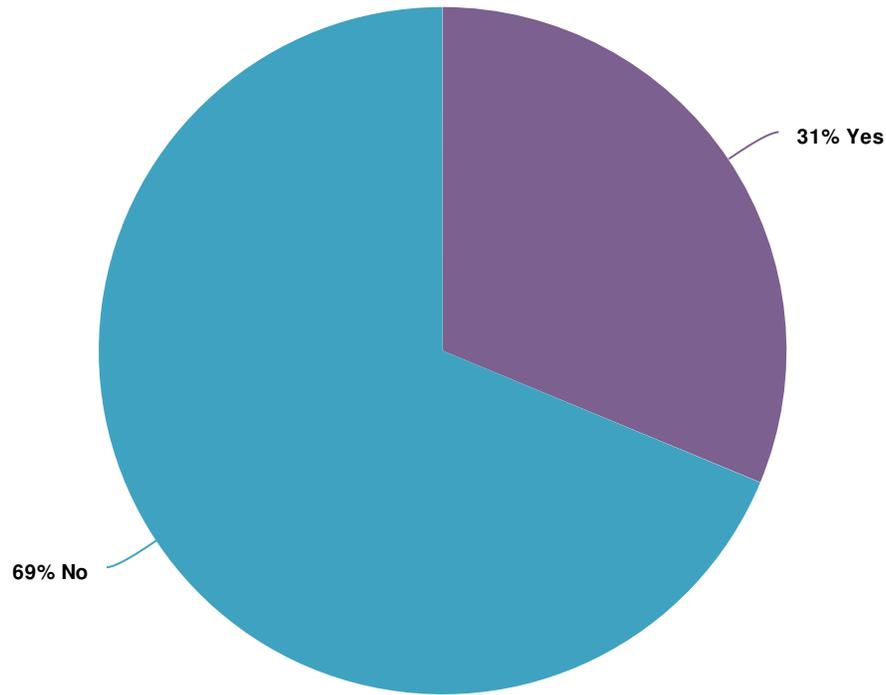
263 The only legit reason for this change is to catch those landlords who evict so can hike rents. A rare bunch but they need to be stopped.

267 Unless you are going to make both sides criminals for their breaches then no. Again this is a very one sided hammer rule with the emphasis being fully upon landlords and no consequences at all against tenants. The complaints activity through the Tenancy Tribunal clearly demonstrates New Zealand has much more problems with poor tenants than it does with poor landlords. Why is the Government and the Church lobby groups not bothering to respectfully acknowledge those facts with a balanced discussion?

268 As above, landlords ALWAYS have a reason for terminating. The reason would be obvious to the tenant if they are the ones causing problems.

269 This "Yes" is on the proviso that you don't force me to give a reason in the first place! Without that proviso I disagree with the premise of the question and therefore neither answers are acceptable.

13. 1G. If you're a public housing provider, are there any other grounds for termination that should be considered in place of no-cause terminations?



Value	Percent
Yes	31.3%
No	68.8%

14. 1H. Please provide your suggestions for alternative options:

ResponseID Response

34	N/a
93	Not looking after the house, smoking and animal inside (terrible of future kids with excema asthma and allergies and lots of other reasons, antisocial behaviour etc etc
105	# Compulsory renters insurance for Deliberate Damages, Methamphetamine, # Government guarantee rent payments # 90 days if any rents missed in that time we can Terminate Tenancy Agreement.
129	n/a
131	Income exceeding the limit for social housing you need to find a private rental
263	.

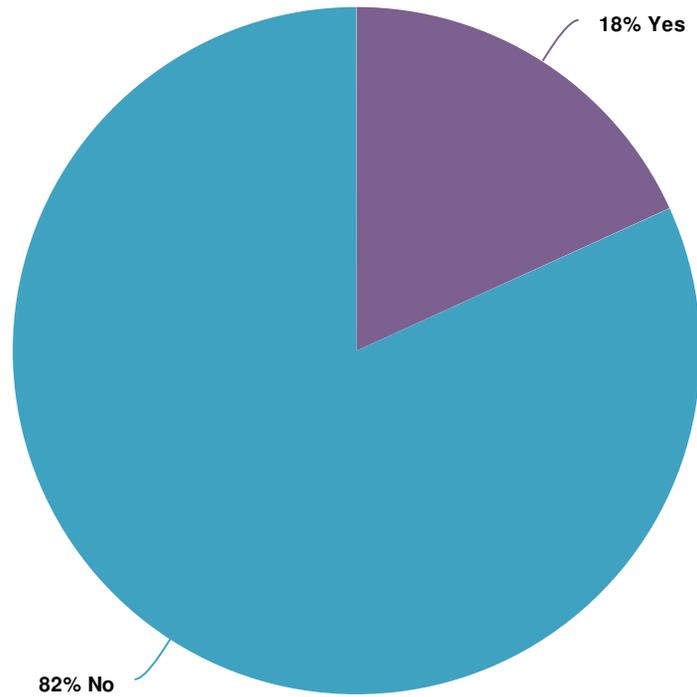
15. 1I. What is an appropriate notice period for additional grounds for termination that are specific to public housing?

ResponseID	Response
37	Public nuisance. Changing the property in anyway or form
93	90 days
105	Two to Three weeks notice. # Deliberate damages 48hrs Terminate Tenancy Agreement.
129	no comment
201	60 days
209	90 days
214	23
263	.

16. 1J. If you have a story to tell, please share it here or upload any photo/s:

ResponseID	Response
93	in 30 years lots and lot of stories
105	We had a tenant for 7mnths. In that time he was always behine in his rent. He was given notice after notice about his rent. Threaten a family member, We didn't feel safe doing a house inspection. When he finally moved out. Thats when the real nightmare started. He had been smoking methamphetamine in our home & now it's going to cost thousands to fix. Plus we haven't had tenants in our property for 2 months now more rent we have lost. It's not fair. It's been Mentally Physically & Emotionally draining stressful.
131	Social housing is a hand up not a hand out and should be treated as such. Once they are back on there feet they should be told to find a private rental. Social housing is not a home for life
263	.

17. 2A. Do you think the Government should extend the termination period from 42 days to 90 days?



Value	Percent
Yes	18.2%
No	81.8%

18. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	6 weeks is more then enough time
29	Honestly, 42 or 60 days is really irrelevant. If a fixed term tenancy has been agreed to then the term if the agreement should stand. Otherwise if it's a periodic tenancy, the difference between 42 or 60 days is so minimal it's not worth arguing about.
37	It's not the end of the world. Not much difference and it allows more time for each party
42	But allow the tenant to negotiate or apply to TT to have the time extended. That ways it is fair to the tenant. Have rarely seen this issue arise.
44	No in the case of a Sale. Especially if it's purchaser wanting to move in.
49	I think it should stay the same at 42 days, and tenants notice should be increased to 42 days. It should be even for both parties.

ResponseID Response

56 When we were planning to sell our investment property, we advised our tenants of this. The average time on the market would be approximately 45 days in the current market conditions. Coupled by the 42 days notice at the required before settlement, it is sufficient time for tenant to look for another rental. In addition, 90 days is a long time for settlement in a sale, especially if the new buyers are also first home buyers/owner occupiers.

72 Seems fair enough

80 Six weeks is already a long time.

83 If the property is needed for a family member or an employee, why should they have to wait 3 whole months to move in?

86 42 days is plenty to find another rental. If I was a 1st home buyer waiting on settlement day. I would not want to be waiting 2 months to wait for vacant possession of the house

87 There is no reason to change this

90 As before, no landlord would terminate an agreement with a good tenant unless necessary. Only ever used this for a family member needing a property.

93 3 months is a long time of the circumstances of the landlord changes - marriage separation/ needing money etc to sell

95 Delays in settling sales >>> tenants will be given notice much earlier so vacant possession can be given. There will be media reporting of angry sellers and buyers if sales fall over because of this. .

105 No leave it as it is. Or 21days is fair for us landlords.

112 It's a yes, but is there any statistics that indicate that tenants will find a new place easier in 90 days? I don't understand how it's related and how tenants will benefit from it. What about mortgagee sales? Is the bank going to give the tenant a 90 days notice?

128 As it is, is fine. Tenants can ask for extension which my ones had just done. They had to go anyway.

131 We have had to use 42days to move into a property and it was a long wait. It causes us some financial pressure to them live in our own home

132 Many people are accidental landlords (e.g. they have to move due to employment, relationship breakup, death/inheritance). If it is made more difficult to remove tenants from short term lets, then the pool of housing is reduced.

139 If you want the house back for any reason then you need it ASAP. There is the risk of tenants damaging it the longer they stay.

ResponseID Response

144 Current timeframe is sufficient.

146 There is a very narrow set of circumstances whereby a shorter notice period, (42 days), can be given; 1. It seems inherently wrong to penalise the owner and his/her family by doubling the termination period when the property is needed for themselves or a family member. The property is the owners significant investment and looking after a tenant is important to the running of that investment - but if the property is needed for the owner and/or a family member they should be able to access it in 42 days. 2. Tenanted properties are invariably less attractive to buyers than vacant properties and this affects their value. In the current climate, with so many variables in play regarding investment property, trying to sell a property with an existing tenancy in place is very hard and has a negative affect on the property's value. If tenanted houses are going to take longer to sell and at a lower price because notice periods are longer this will have a ripple effect on the economy. This will be another factor in LLs deciding whether to retain their investment properties or move to a different form of investment. 3. If you cannot house a new employee that would have a knock on effect on the efficiency of the owners business interests. The majority of businesses cannot afford to house new employees in hotels/motels until such time as a rental property becomes available - additional costs on a business are untenable and may well be passed on to the consumer.

148 90 days is a long time for a landlord and if they want it for those reasons they should be allowed them. Tenants only need to give 21 days, how is that fair?

151 Landlords often use this as an excuse to evict tenants. If the period is longer they might think of alternatives rather than evicting tenant. Plus the tenant has a more reasonable amount of time to find elsewhere

154 6 weeks is ample time to find another property

159 90 days is a ridiculously long period.

160 While it is disruptive for tenants to have to move, the impact on owners of extending the notice period would be disproportionate. Property sales usually have a one month period before possession occurs. Currently new owners must wait 6 weeks before they can obtain possession of a rental property. Extending this to 12 weeks or three months would put many home buyers off considering buying a rental property. This would restrict sales to other investors which only make up around a third of all potential buyers, restricting demand for the property and therefore value. It can be difficult for Tenants to go through the sale process, so ending the tenancy can be in their best interest. Some tenants can make getting access to show a property extremely difficult. Thus any landlord who does wish to sell their rental property will serve notice to evict right at the start of the sale process and then keep the house empty, rather than waiting to terminate once they have a definite sale. This move would result in more vacant houses and more homeless tenants.

164 If you've sold a property, this is a pretty standard time frame to settle. I don't believe this should delay a settlement any further.

ResponseID Response

170 What if the landlord is under financial duress and needs to sell the property and a quick settlement is required?

172 If 90 days notice is given due to house being put on the market, the tenant could give notice of 21 days, meaning the house is going to be vacant for up to 9 weeks.

177 42 days is still a long time for tenant to not pay rent or damage property and if they are great tenants who I would give a glowing reference for more than enough time to relocate

184 42 days is usually the period the takeover period once a property has been signed up for sale. Surely it's reasonable to expect vacant possession. It IS six weeks! when a tenant gives notice we only get three weeks notice. Where is the fairness in that?

187 42 days is plenty. 90 days slows down property sales process unreasonably and means tenants will be given notice before property is put on the market, and if the property does not get sold then the tenant is forced to move out unnecessarily. Make it easy for both parties and the process will remain flexible. Try to enforce draconian laws that benefit a few and all the rest will suffer

190 3 months is a long time.

192 As I have mentioned previously it is our property we have worked hard to save for, buy and maintain. We should have the right to look after our families and provide them with a home. This rule lacks consideration of our families.

197 Just as tenants have a notice period of 21 days, that allows them to have flexibility in their lives, it would dramatically increase the imbalance of a property owner not having a similar degree of flexibility in responding to changes in their own circumstances. Deaths in family, changes in jobs, health issues are all urgent issues that face both tenants and landlords and having life options means having a degree of control and flexibility over assets. With less flexibility, landlords may exit the market and move to other asset classes that they have more control over.

201 Three months is a long time, if a new home owner wants to move in and you may lose the sale.

203 It's a long time for property sale and purchase settlements, for property vendors, lawyers and real estate agents to be paid and for new home-owners and families to take up residence. Some of these new property owners would be leaving rental properties themselves or new immigrants stressed by a long delay to settle into a new home- settle children into schools etc Some vulnerability of a sold property being damaged or the standard of chattels being compromised over the 90 days and settlements being disputed A slow-down in the turn and practices of commerce

209 42 days is short to organise moving costs finding a new property etc

ResponseID Response

210 6 weeks is a reasonable amount of time and is double the notice required of tenants. Often, if a tenant receives a 6 week notice to vacate, they will give a 21-day notice to vacate sooner than the expiry of the landlord's notice. This gives sufficient time for the tenant to find a new place to rent and for the landlord to not risk too much vacancy time.

215 Again eroding the Landlords rights to his property.

217 We don't have a problem with the removal of the 42 day notice. But in return, we feel that a tenant should be giving 35 days notice of ending a periodic tenancy.

220 It will be much harder to sell a property, especially to an owner occupier, if 90 days notice is required.

222 Although we are Landlords, we are also Tenants, and if the purpose is for selling or family shifting in, then I do feel 42 days is too quick, especially when you have children in school. It's actually a bloody nightmare.

226 Because people who buy a house don't want to wait 3 months before they can move in. A lot can happen in 3 months and unforeseen circumstances could mean that buyers who have purchased a house in January, theyre financial situation might have changed before settlement 90 days later. Real estate agents need to be honest with the tenants when they negotiate open home terms and tell them that they need to prepare to have to move and not offer them false hopes of a property investor buying the property and keeping them on as tenants. Because of restrictions government and banks put on investors, most investors will seek vacant possession so they can renovate and raise the rent to recover costs. Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

228 There is no reason why a good tenant cannot find a new rental within 6 wks. It is the tenants with problems that find it difficult and these problems can be remedied but government seems to think the landlords should shoulder the brunt of remedying these problems. Problems such as pets that are not trained, tenants who are disrespectful, liars, who haven't managed to have a track record worthy of a decent reference. I can not get my head around why government are always trying to "save" a certain group of people who play Victim. The poor wee things ARE NOT HELPLESS but government is playing RESCUER and want landlords to be the Rescuer. Maybe because they seem to be able to manage their lives more effectively.

229 90 days is way to long. It's just more time for unpaid rent/ damage to occur. Where will the owner/ family member/ employee live during those three months?

236 Six weeks is already twice as much notice than a tenant is required to give to a landlord. If extended to 90 days then there would be situations where the tenant left earlier (by exercising their 21 day notice option) thus leaving the landlord out of pocket for the remainder of the notice period.

241 I have bought investment property with clause for 'vacant possession' - current 42 days would work for me, but 90 days would hinder purchase. If I am to sell investment property, 90 days is too long time period for any purchaser to want to settle.

ResponseID Response

245 Majority of home buyers would not be prepared to wait 90 days for possession of the property making it harder for the owner to sell. Family and or employee moving in ok at 90days.

247 For some landlords, the decision to terminate is for financial reasons. Extending the time they can access their asset (i.e. the investment property) is likely to cause hardship to many landlords who only have one property. For example, many landlords use their salary or wages to top up the costs of their IP and many landlords also only have one IP. In this situation, if a landlord was in an accident and would not be able to work for a long period of time e.g. 6 months, they would need to sell their property to cover their own personal expenses as soon as possible to avoid being adjudicated bankrupt or falling into arrears of their own place on their rent or mortgage (many landlords don't own the house they live in, they rent). If a landlord is forced to wait 90 days before being able to sell their IP, that would financially cripple many landlords.

248 These are valid reasons to have a 42 day notice period.

250 Why can a tenant only give 21 days notice yet landlord had to give longer. Where is the fairness in this.

251 I think 42 days would be enough for the tenant to arrange a new place to move.

252 If the landlord needs to sell, he can currently keep the tenant there until settlement day if necessary. With 90 days the landlord will be far more likely to give the tenant notice at the start of the process rather than the end.

253 I would be happy with increasing the notice to 90 days apart from selling a property. Quite often the sale of a property can be brought about from bad tenants which have caused financial hardships for the landlord.

257 BUT not in the instance when the property is being sold and vacant possession is required. e.g. an owner may wish to renovate the property extensively before it is placed on the market for sale or the purchaser may wish to have vacant possession as they wish to renovate the property. A 90 days notice in such instances would lengthen the time before the property could be marketed. Tenants may find that when a house is on the market, their lives could be disrupted with open homes. the lengthening of marketing time would increase this disruption further.

261 42 days is long enough to relocate

262 The current system is working fine. This issue was not raised at the workshops that I attended by the tenants groups. Tenants will know that a property is for sale, so they will have more than 42 days notice.

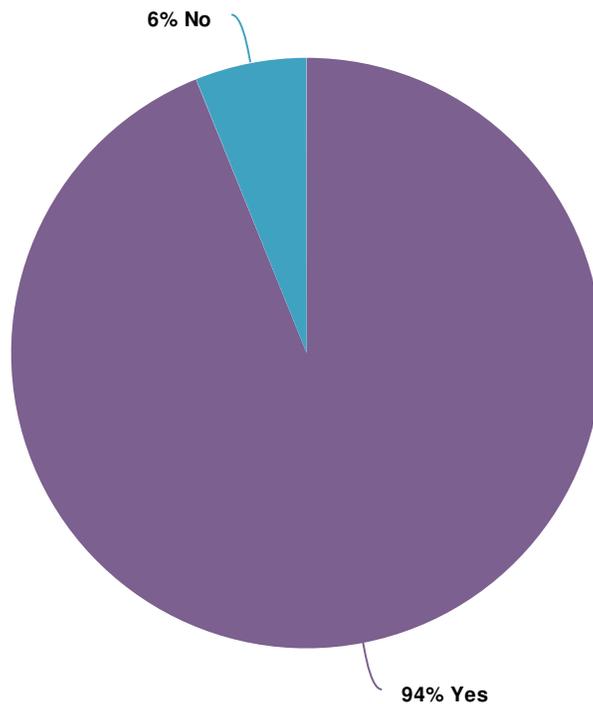
ResponseID Response

267 Yes I totally agree with this change. 42 days for a family to find another property and move has always been ridiculous and I have rarely used this and always encouraged my owners where I could to provide 90 days anyway. Further we have also tried to be helpful and pragmatic without causing loss to our owners in that if tenants once given notice found a property they needed to take quickly to secure it we would release them in less than the 21 days notice they were required to provide in return. Again despite what the Government and the Church lobby groups are saying I firmly believe that the bilk of the Property Management industry acts with integrity and even generosity when faced with respectful tenants of which most are. Again also this is what the Tenancy Tribunal numbers will tell you upon close scrutiny!

268 That's too long, especially if they want to move back in themselves... for tenants that are not families, 42 days is more than enough to find new tenancies. Remember, the number of non-family households are increasing. ONE SIZE DOES NOT FIT ALL!

269 It just too long and could result in causing problems for the landlord when all they want to do is use the asset that they have paid for for their own purpose. The landlord should not be penalised for trying to use their own assets or selling them. It could potentially cause problems when trying to sell. It's unfair.

19. 2B. Should the landlord be able to end a tenancy so they can advertise the property for sale with vacant possession?



Value	Percent
Yes	93.9%
No	6.1%

20. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	I might want to update my property before putting it on the market
29	The property is owned by the person that sacrificed their standard of living and lifestyle to buy, own, and maintain the property. That person deserves to dictate how their asset is presented.
42	Yes if periodic. Otherwise no it should remain 90 days. The issue is that some times when sold, tenants decide they don't wish to move and the a problem begins for the new owner. Perhaps a stiff penalty and forced immediate removal by Bailiffs should be available to purchasers who get stuck with tenants who won't move.
44	Tenants (some) can be annoyed and be difficult when it comes to open homes or keeping the house tidy during this time.
45	its their property
48	Trying to sell a house with tenants mess around will affect asking price. It obviously makes sense to get the property in the best possible shape for resale, ie, clean, tidy, repainted, gardens upgraded, home staging etc
49	House sales are probably not easy on the tenant. I think easier on all parties if vacant.
56	The tenant should stay on and per the current RTA, the current tenant should have sufficient time to find another rental without the tenant being forced out earlier.
81	the new owner should not wear the consequence of a property being a rental and be forced to become a landlord even for a short time. It will encumber rental properties for sale to non-landlords
82	Tenants often don't allow access to a property, deliberately sabotage the open homes. FACE IT its not in the tenants interest to clean/stage property for sale.
83	Much easier to sell without tenant, plus property may need remedial work before sale.
86	More and more tenants are very anti open homes when their possessions are exposed to public viewing.

ResponseID Response

87	Because they own the property and are entitled to try to get maximum return by selling it vacant if they wish. Especially with these new proposed law changes, who on earth is going to buy a tenanted property with people you have not selected already in it, either to continue renting out or if you wanted to buy the house to move into yourself
90	But in this instance giving tenant 90 days notice as no fault of tenant having to vacate property.
93	sometimes you need to easily get money, if this was not as easy not as many would invest - you need as many landlords as you can get to house all these guys that are homeless
95	See 2A
105	Yes of cause we should be able too. We still are the owners of the property & still own the mortgage too it.
106	uncomfortable for tenants to have strangers visiting every day.
108	For tenants can be unaccommodating or leave the property in unfit state and reflects poorly on the property
112	But the new owner should have the right to end tenancy immediately. For example, if a bank compels a mortgage sale and a tenant resides in there, will the bank give the tenant 90 days of notice? If not, why should landlords have to?
122	As not doing so will limit the number of buyers and potentially reduce the sale price of the property if we were planning to sell a property we would leave it vacant at the end of a tenancy to avoid the consequences if this law came in force Thus reducing the over all rental stock. The new owner should have the ability to do what they want with their new property
128	Why not.
129	this should not be used as black and white and a blanket approach where each individual story is different and should be able to apply in order of occurrence
131	Not all tenants allow for viewings and some even make it very difficult leaving the house in a mess not allowing open homes and restricting access why should they be allowed to stop a landlord from selling for the best price
132	Even when renting a property and having given notice tenants can be very difficult about giving reasonable access. Must be worse when you want to sell.
139	Because it will need to be tidied up to get a good price. Renovated etc. Difficult to do while tenanted.

ResponseID Response

144 Easier to sell with vacant possession unless landlord and tenant can come to an agreement to allow buyers to view homes.

146 Tenanted properties are invariably less attractive to buyers than vacant properties and this affects their value. It is entirely reasonable to allow a LL to require vacant possession so that they can tidy and paint the property in order to present the property well before selling it. In the current climate, with so many variables in play regarding investment property, trying to sell a tenanted property is very hard and has a negative affect on the property's value. If houses are going to take longer to sell and at a lower price because tenants are in situ this will have a ripple effect on the economy and will certainly have a factor in people deciding whether to retain their investment properties or move to a different form of investment.

148 When someone wants to sell their property and they have it as a rental it does make it harder when a tenant is in the property sometimes. Tenants are not always happy to allow viewings at certain times.

151 But can still give 90 days notice. just need to plan sale a little better with Real Estate Agent.

154 The landlord owns t5he home so he can do whjat he likes

159 Many Mum and Dad rental owners have most of their savings tied up in a rental, and when they sell it they don't want it looking like a squalor and losing money based on the quality of tenant currently in place. The Tenant can move on to a new premises which they would most liekyl have to do once sold anyway, and the Landlord should be able to access the property for final renovation and dressing for sale. A landlord is just as vulnerable as a tenant to changing circumstances, and may require the sale to extract the funds held in the property for sickness, hardship or hopefully just retirement.

160 Yes. It is their property and they should be able to sell it however they want as long as they provide sufficient notice to the tenant. Three months to find another rental should be ample time. If tenants want guaranteed security of tenure, a new tenancy option needs to be developed.

164 Some tenants make it very difficult to sell a property, therefore, I believe you should be able to give notice.

170 What if the landlord is under financial duress and needs to sell the property and vacant possession is the easiest way to sell it?

172 Of course! Not all tenants would be happy to have a house sold and can have it looking messy, be uncooperative with agents etc. It is the landlords house not the tenants!!

ResponseID Response

- 177 it is very hard to renovate with a tenant in place. Also not all tenants are able to present your property in the way you would like it marketed to be able to achieve top dollar and lets be fair, as and investor it is your property at the end of the day, you have all the risk you are investing in property to make money and if you know by removing tenants, doing a quick tidy up and dressing of property you will achieve a higher price you should be able to do this. Rules should focus around property flippers who rent short term and the renovate to sell. Don't try tar all property investors with the same brush. if a property has been rented for 20 years and the owner wants to cash up it should be their decision how they would like to sell. Maybe there should be rules that only apply to property flippers? Maybe if that is what they do to derive their income they should not be allowed to rent the property in that entity?
- 184 Why would we not be allowed to choose how to sell our own property?
- 187 unless tenant is on fixed term agreement, they have no obligation longer then 21 days, whereas landlord must give 90 days, it is so lopsided that tenants get disrupted because the law forces the landlord to give notice so far ahead based purely on possibility, not on actual fact, ie a confirmed sale.
- 190 This is a difficult one. I say no but there are times that the family need to sell the house for various reasons eg: the need for money for businesses, medical treatment and etc.
- 192 It is my property, if I own it, I should have a right to decide how I want to sell it.
- 197 The ability to have your property presented in the most attractive manner, or the manner that you wish should be the absolute right of teh home owner, especailly as this can significatly and dramatically affect the value of a property. Both the internal and external appearance of a house for sale has a impact on the sale price and the property owner should absolutely have the right of control over this.
- 201 If the tenant isn't happy to allow you to do open homes or leaves the house untidy.
- 203 We have had hoarder tenants- extremely cluttered , smelly and dirty properties cannot be presented well for market. We have also dealt with tenants who have been obstructive and prohibited prospective buyer viewings Real estate agents advise vendors to - at a minimum - de-clutter for presenting property to market and to obtain optimum sale price , this could not happen with tenancies in place . Sometimes repair and decorating is required to present a property well for sale and this isn't practical with a tenancy in place Would tenants be liable for diminished sale values?
- 210 Having a tenant in situ will prevent the landlord from doing requisite pre-sale preparation and prevent them from obtaining the best possible return on their property. Rental property investors are not in it for the sheer fun of it. It is an investment and a business with the aim of providing a retirement lifestyle that the NZ superannuation is unable to provide. Let's not put obstacles in the way of the people who are willing to make sacrifices to ensure they have a comfortable lifestyle in their retirement years.

ResponseID Response

215 It can be very hard to sell a property with a tenant in place. The landlord may want to tidy the place up and present the property for sale which is also difficult with tenants in place. Again it would be eroding the Landlords rights.

217 We own the property - it is ours not the Government's. Why should we be penalised differently to other home owners if we wish to sell our property? This rule will affect the value of rental properties in terms of a sale price which is unfair in an open market, which is currently the society we live in.

220 This then gives easier access to the property for viewings etc, and makes the property equally desirable for an investor or a owner occupier to purchase.

222 With the correct notice, absolutely. Again - it's their house. Tenants can be consistently uncooperative with Agents. The owner may wish to clean the house and stage it professionally to get their optimum price. That should be their RIGHT. Remember - there is NO incentive for Tenants to be helpful to Agents - and every incentive for them to be unhelpful.

226 The landlord may want to renovate the property before sale to achieve maximum dollar for his or her asset. I think if a landlord ends a tenancy on these grounds then they should legally have to actually sell the house and not renovate to raise rent and continue to hold the property with new tenants. Give a longer notice period too for this example.

228 Of course! A tenanted property is not always a great display for marketing purposes. It's my asset. If I wish to dispose of it then I should be able to give notice to "dress" it up how I wish, in a way that will bring the greatest return. To consider otherwise, is to put the tenant first AGAIN and is a punitive action to the landlord.

229 Only if it's within the agreement or the tenants agree. People buying the house might not want to be landlords (its not fun!)- they might just want to move into their new house

236 Because the property owner should always have the option to present the property in the best manner, as they see fit.

241 Yes, by giving 42 days notice to tenants. Obviously, new owner could take on the current tenants if they so wish to, so it isn't a total end for the tenants. I would recommend good tenants to any new owner of property

245 Tenants are not always clean and tidy and may not present the house well for marketing.

247 Many landlords want to renovate the property before they market it to sell. Many renovations cause an unreasonable amount of disturbance to tenants and, therefore, the best option for both the tenant and the landlord is for the tenant to move out before the landlord starts renovations and sell the house. Also, it's the landlord's house - they should be at liberty to do whatever they want with it. Most landlords work extremely hard to be able to buy an investment property.

ResponseID Response

248 Some tenants intentionally make the sales process difficult - ie., no access for open homes etc. I was in this position a couple of years ago - the owner of where I was renting (for 7 years) put the house on the market. It was a challenging time having open homes twice a week for several weeks. I could see why some tenants would/could make that difficult.

250 It is there property. No one should be able to control that.

251 Cause it would not make too much troubles for the landlord and tenants.

252 It is the landlords property. If they want to sell their own property, why should they barred from getting the best deal for themselves?

253 Because the property is a major investment and 95% of tenants would not showcase the property to it's best extent. A tenant who does not want to leave can sometimes make up or exaggerate required repairs/problems to put off potential purchasers. Also showing people through a property can be a big disruption to tenants and can put their belongings at risk of being stolen. Also could be hard to get current interior photos of house if tenant refuses to allow them to be used.

261 Because they have the option of vacant possession being written into the sales contract which is sufficient.

262 Most tenants are not as tidy as required to be able to sell a house. Personally, my own house is not tidy enough to be in a state to be able to sell it. We have sold one house with tenants in it, we discussed beforehand the process and they agreed to give us access for open homes and had the house immaculate. The new buyers were so impressed, they kept the tenants on. We sold another house after the tenants moved out, as they were too messy to be able to sell the property with them in it, and probably would have cost us tens of thousands of dollars in reduce sale price. We used the proceeds from this sale to by our first family home. Quite often the landlord will make significant repairs or improvements before sale, this will help keep the overall housing stock in good order. Currently, landlords give a 90-day "no-cause" termination notice. Removal of 90 day "no-cause" termination notice and not allowing landlords to end a tenancy prior to sale will result in an overall deterioration in the rental housing stock.

263 If 1 goes through yes

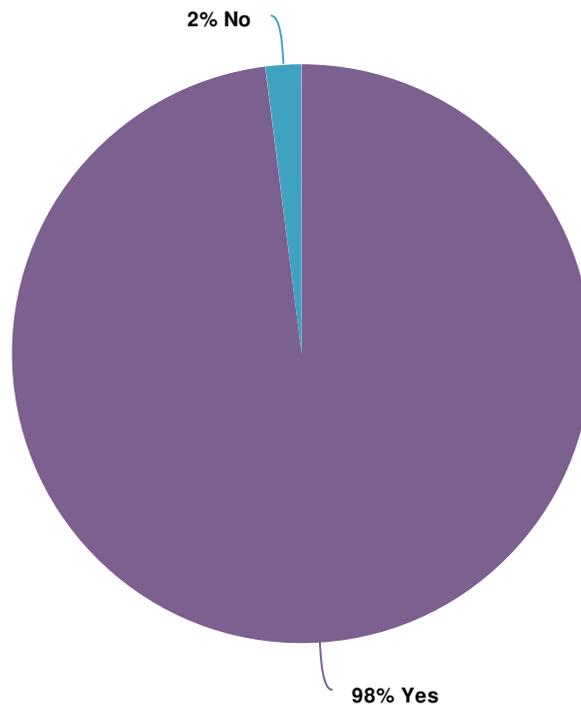
267 This should be an option for the owner but as always will be on a case by case situation. It will really depend on how the tenant has the property presented and of course if it needs to be redecorated then obviously the tenant will need to move out but this should always be minimum 90days notice. If you get to tough around this notice period you will without doubt have a drop in private stock levels and that can be ill afforded at the moment.

ResponseID Response

268 Selling with a tenant in place is very very difficult due to limited access and presentation of the property. I always renovate/tidy up my properties and home stage before selling as, like anyone selling anything, I'd want to get the best price. Wouldn't you?? The property owner pays the mortgage and costs and took the risk to provide housing. Why would you take away their right to sell with vacant possession?

269 The impact of the appearance of a property has a large influence on the sale price and again it seems unfair that an owner of an asset can't try to maximise the sale price of that asset when trying to sell. If an owner uses that as an excuse to get rid of tenants repeatedly then yes that's unfair also and shouldn't be allowed to happen but once again the solution should be fair and changes should have merit and also be the right changes, not changes that don't address the problem fairly. Don't implement changes for the sake of changes if they don't make things better and more fair all around.

21. 2C. If a property is being sold, should the new owner be able to request vacant possession if they want to live in the property, have family members live in it, do major renovations to it, or turn it into commercial premises?



Value	Percent
Yes	98.0%
No	2.0%

22. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	Because they paid for the property
29	The buyer is buying as is where is. However, if they negotiate with th owner of the property, then anything s possible.
37	A tenanted property devalues a sale.
40	I think good tenants, and good landlords, should both be protected. 42 days to find a new property and move can be stressful and traumatic, and good tenants deserve 90 days.
42	Change in use of the property.
44	Pay money for this assets, they have a financial interest so can do with it what they want. They need to have the opportunity and right to make this purachse work in the best way for them.
48	WHY WOULD THEY BUY IT OF THEY CANT USE IT??!
56	As long as the current tenant still has 42 days the S&P agreement being signed to find new residence.
80	The vendor should be able to stipulate vacant possession for any reason.
81	if a property is being sold it would be seriously disadvantaging the owner if they were unable to do renovations and improve the quality ahead of the sale.
83	The new owner should be able to do what ever they want with THEIR property.
86	A new house owner is no different to a new car owner, its their possession so it's their right to do what they want
87	Because they are buying the house!!! Houses are incredibly expensive, if you buy one you can do this for goodness sake
90	As with previous owner it is their property and they should be able to do as they want within reason.
93	most people would not purchase if they had to inheret a tenant. It would loose the property a lot of value with a tenant
95	Of course. It's called property rights. Start controlling what owners can and can't do >>> very slippery slope.

ResponseID Response

- 105 The tenant & new owners can come too some kind of Agreement between them selfs.
- 112 The owner as to the New Zealand Land Transfer Act gives the owner the right to remove anyone from their rightful premises. The tenancy agreement is not attached to the title but the previous owner.
- 122 not up to the seller or the tenant to dictate what a purchaser is going to use the property for ie home owner or rental investment property.
- 128 The person buying may not want it as a rental.
- 129 the new owner has their own plans of why they bought a specific property and again as the previous question this should not be used as a blanket approach seeing it as black and white colors only
- 131 Of course it's their asset it doesn't belong to the occupant
- 132 It is very difficult to do up properties with tenants in place. e.g. I have had one tenant for 20 years. If I wanted to sell it and obtain a good price, I would have to terminate the tenancy and completely strip out the interior for a makeover.
- 144 Current law is good,
- 146 Yes of course they should be able to. A new owner should not be limited by an inherited situation that can affect how they use their new property. If the property changes hands the tenancy should terminate (with the appropriate notice). The tenant can appeal to the new owner to consider renewing their RTA, but the new owner should not be obliged to accept. Such an obligation would reduce the number of people willing to buy a tenanted property, causing increased knock-on effects in the housing market and general economy. Again, such changes will make property investors consider moving in to alternate forms of investment.
- 151 If you purchase a property you should be able to do what you want with it (Within reason). Just because the previous owner was a landlord doesnt mean you have to me on purchase. They can request vacant possession current owner can give notice and then wait 90 days for the sale to complete.
- 154 Because they hav e just purchaed it. Its now theirs.
- 160 It is their property and they should be able to sell it however they want as long as they provide sufficient notice to the tenant. Three months to find another rental should be ample time. If tenants want guaranteed security of tenure, a new tenancy option needs to be developed.
- 172 Of course! They are buying the house - why should they have to have tenants as a package deal? Even if they did want to rent it, the tenants might not be ones that they would like in their house - they didn't get to do any of the initial checkc etc.

ResponseID Response

- 177 It will become the new owners property! how dumb can you get? If you try legislating this you will find their will be two types of property with a very clear division, home owner property and rental property. Home owner stock will be sold as it currently is the other stock will be sold purely on yield. it will only be sold at a return an investor is happy with and this maybe lower than market value. This may also lead to under investment of maintenance on this property over time as the value is lower. Be very careful
- 184 OR rent it to a person of their own choosing!
- 192 The owner of the property has rights to do so because they are the owner and they purchased it with money that they have worked hard to save and have sacrificed a lot for.
- 197 You will otherwise turn the housing market into a two tier market of private and rental properties. For any property owner, then as any tenant moves out, then rather than automatically putting another tenant in they will seriously consider selling and removing that property from the rental market as private properties will be worth more in the market. In this way, the availability of rental properties would decrease. It would also potentially lead to greater social stratification between suburbs, creating greater areas of vastly either private or rental properties, leading to greater division in NZ.
- 203 A new owner should have the right of use of the property in a manner of their choosing . The fact that it had been a rental property was not a choice that they had made or had control over. It would be very sad to have a new purchaser family held back from making a home for themselves or a commercial enterprise serving the community and creating employment
- 210 See comments under 2B.
- 215 It is an owners right to live in his own property he has purchased!!! The sale and purchase agreement should state whether the property is vacant and be dated appropriately to allow for termination of tenancy before possession. A tenant does not have a right to stay on in a property that has been sold.
- 217 They are buying the property so why should a tenant be able to rule what the new owner is going to do with their own property?
- 222 Again - a fundamental right. If they are the owner they should be able to do WHATEVER they want with it!! It's THEIR property!!!!!!!!!!!!!!!!!!!!!!
- 226 Why would anyone buy a property and then have to justify moving in or a family member. The question is so ridiculous to ask. I buy a property with vacant possession there should be no questioning my reason.

ResponseID Response

228 Of course! This is not a death where the family inherit something. Actually even if you did inherit a property, you should be able to make your own decisions as to what you want to do with it. Any suggestion otherwise is to say that landlords should carry all the risk and not tenants. Effectively this would keep the pool of rentals about the same and minimise the opportunity of first home owners finding a property for themselves. Landlords would be severely disadvantaged by having to find another property investor willing to take over the current tenant.

229 People buying the house shouldn't be forced to be landlords and have to deal with the tenants who might not be very nice

236 As above.

241 Yes as the new property owner might have any one of these reasons applicable. I have needed vacant possession for renovations before. Three week full renovation with no kitchen and no carpet, health and safety consideration etc, would turn into a 3 months longer renovation working around tenants needs if there was a tenancy in place

247 People buying homes to move into shouldn't be limited to only those houses that are also currently owner-occupied. Often, if they're first home buyers, they can only afford homes that are tenanted because rental properties are often more basic and affordable than existing owner-occupied homes. People looking to buy a home to live in shouldn't be restricted to only those homes that are not tenanted.

248 It's the new owner's prerogative.

251 Some renovation may cause health issues to the tenants.

252 No owner occupier wants to buy a tenanted property. No experienced landlord wants to take over an existing tenant with the rights and obligations that suited a previous landlord but would probably not suit them.

262 If you remove the ability to request vacant possession, you will prevent families and first home buyers from buying the property. Most people don't want to be landlords, they just want a house to live in. You shouldn't be forcing people to become involuntary landlords just so that they can buy the house that they want.

263 They are buying it for their needs!

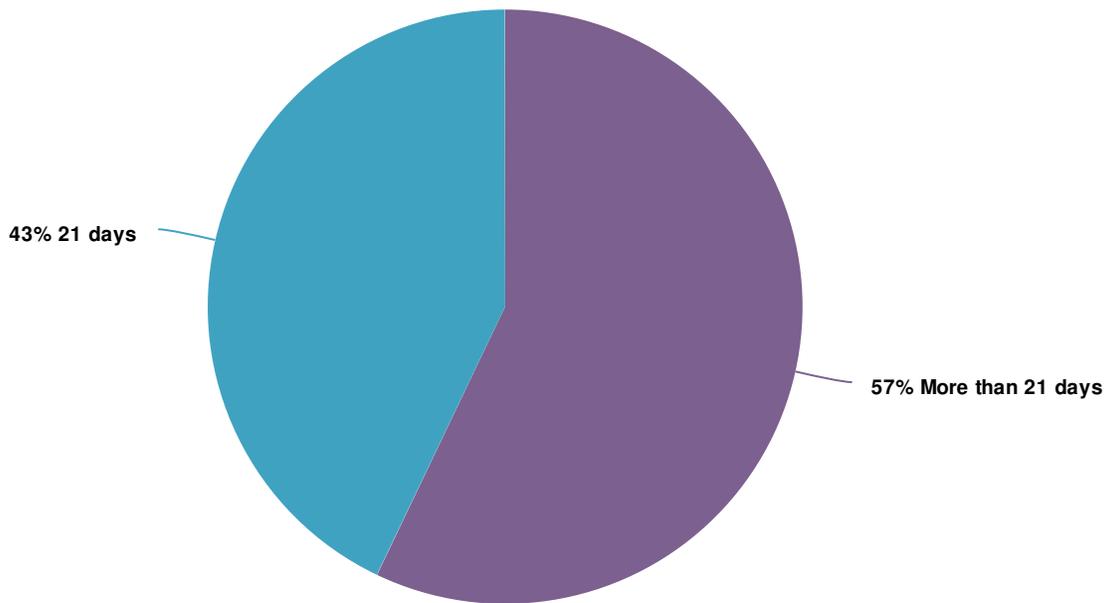
267 Any purchaser should be able to request vacant possession. It is a fundamental right!

268 Why shouldn't the new owner be able to live in the property they bought or do what they want with it?? It's their property after all. By limiting this, you will also be shutting out a whole lot of FHBs as rental properties are usually what they can afford to buy as a first home.

ResponseID Response

269 Purchasing a property for someone to live in should be a right. The tenants shouldn't have unfair privileges that overrule common sense and what is fair. Imagine if you bought a car and you weren't allowed to drive it, nor your family but instead you were only allowed to rent it to a stranger. Makes no sense.

23. 2D. Tenants are currently required to give landlords 21 days' notice to terminate a tenancy. Do you think this should be more, less or the same?



Value

Percent

More than 21 days



57.1%

21 days



42.9%

24. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26

It works

ResponseID Response

29	In the current market, 3 weeks is just enough to get a replacement tenant. In a sluggish market, it's likely that the property would be empty. But this is a known risk that property owners take.
37	Same for both parties. Fair
42	I would favour 4 weeks or 28 days. This is in line with most bond requirements these days. I also think that it should be able to be negotiated between the parties with the starting point being 28 days but reduce-able if it is satisfactory to the LL. I have had empties for up to 12 weeks some years back when people were quitting NZ.
44	Three weeks is good as, at the moment there are plenty of people needing a house.
48	It's fine, not the major issue here
56	It would only be fair if the landlord has to give sufficient notice, that the tenant should have to as well.
67	The current ground for landlords vs tenants are uneven.
72	There should be equality in the the contract, if I have to give 60 days so should they
80	21 days is adequate. To make it fair, there should be 21 days' no reason notice by both parties.
82	It doesn't give landlords a lot of time to find new tenants but at same time if they don't want to be there best they leave. We have always given ours what they have wanted although its usually at our cost not theirs:-)
83	21 days seems fair.
86	If a tenant can terminate a tenancy in 21 days, why does a landlord have to give double if not triple the notice??
87	Because it can take much longer than this to re-tenant a property. If a landlord cannot give 2 months notice, 3 weeks is definitely too short
90	Landlord also needs time to advertise and locate a new tenant and might also need to arrange repairs if required.
93	doesn't really matter too much - 21 days should be plenty
95	Seems to work Ok. Parties usually work things out. Don't need rules for absolutely everything.
105	And as landlords we should be able too give them 21 days too.

ResponseID Response

108	It should be the same for tenants and landlords- so if it is 42 days, why can't they give the same.
112	3 weeks should be ok to find new tenants
122	Depending on the time of the year, sometimes it takes longer than 21 days to find new tenants. Apart from that, 'fixed terms' , in our experience don't actually mean fixed, because the tenants break this term and we have no recourse.
128	Why change for the sake of changing.
129	if the landlords will be required to give more notice days then to make it fair back on landlords it will only be fair to increase the notice period for tenants
131	Tenants should have to give the and notice as landlords
132	But they should have to tell you in advance if they know they are leaving (this has happened to me when the tenants were moving to their own new-build home). On this and other occasions tenants have given the bare 21 days (and then by sending email late at night counting that as one of the days).
144	This current law is already short changing landlords, tenants giving 21 days and landlords have to give 90 days. But landlords never complain.
146	More than 21 days. LLs are obliged to give tenants 90 days notice in most circumstances, unless exemptions for the 42 day notice period exist. Tenants only have to give 21 days notice, which is 50% less in exceptional circumstances and 75% less notice in normal circumstances than LLs can give about their intentions. How is this fair? The notice period for both Tenants and LLs should be the same. A tenant can currently leave a property in 21 days leaving LLs without income for the period that it takes to advertise for tenants, check applications, do credit checks, and allow new tenants to wait out their notice at their previous property. While there will always be an overlap period between outgoing tenants and new tenants moving in, having more balanced notice periods reduces the potential period of loss for the LLs who still have mortgage payments and rates bills to bear. Therefore, if a Tenant moves out after 21 days, the LL may well try to recoup untenanted rental losses by putting up future rents.
148	It takes time to find new tenants. Advertise, showings. A lot of tenants give notice so it ends in December around Xmas which is very difficult to find tenants.
151	Should be fair and equal for tenants and landlords
154	its working ok

ResponseID Response

159	21 days is fine. My few properties have always started with fixed 12 month tenancies, rolling onto periodic. 21 days is plenty of time for me to sort all documentation and advertising required to engage new tenants. I dont mind that I usually have to cover a couple of weeks mortgage payments in the vacancy period between tenants. Any shorter would be a problem.
160	Regardless of whether landlords are required to give 90 days notice, tenants should be required to give 42 days notice unless a lower term is agreed to with the landlord.
177	I think landlords and tenants should be required to give the same amount of notice whatever that may be
184	more than 21 days would make it more equitable.
187	if 90 days applies to landlords in all circumstances then tenants should be required to give more than 21 days in all circumstances
190	Same rule applies.
197	I have never had an issue with 21 days. It allows a very fluid rental market. If it were to increase, alongside increasing lanlords notices to 90 days the market would become much more fixed and reduce the chance for people to be able to move freely as their circumstances change.
203	A calendar month would allow good time for a landlord to consider and prepare for re-letting & engage a good agent if necessary.
204	At less one month before termination
210	3 weeks is fair as this has worked so far. Change for the sake of change is costly and silly!
215	I think it should be at lease a month.
217	If landlords have to give 90 days notice of a termination, then tenants should be compelled to give more than the current 21 days. If we have a periodic tenancy agreement, we know that at any stage a tenant can give us 21 days notice, and as 'mum and dad' investors, this can be restrictive on our time as we need to organise advertising, any maintenance, open homes, etc., all within a short period of time to avoid having the property vacant for any length of time in between tenants. If tenants had to give at least 35 days notice, this would be more manageable for landlords in between tenancies.
220	The difference between the amount of notice that tenants need to give (21 days) and landlords need to give (90 days) is too great and not fair. Especially over holiday times, 21 days is not long enough to have time to advertize and find new tenants.

ResponseID Response

222 Because in some instances it can take longer to find good tenants. 4-Weeks is reasonable.

226 Its good medium for both tenant and landlord.

228 I would like to have more notice but can't see how that would work. Prospective tenants also have to give three weeks notice and they don't want to pay double rent - rent for current landlord and rent for new place. They do what they have to, to get their bond back and expect the new landlord to wait for them.

229 It can take longer than 3 weeks to find a replacement. 28 days seems more fair.

236 For the process to be fair, the notice periods should be equal for both parties, thus tenants should be required to give 90 days notice. Currently the Act favours tenants. I've been thinking about the discrepancies between notice periods for landlords and tenants and the potential for damage to happen in response to a 90 day notice. Would it be feasible to change the requirement for bond from up to four weeks to up to 12 weeks as a way of mitigating some of the risk?

241 This allows reasonable time for both parties to make future arrangements

245 Notice periods are loaded in favour of the Tenants. Should be the same as what landlords have to give.

247 It should be 30 days, similar to commercial leases with landlords having the same notice period. Also, it's the same as giving notice for your utilities - the time works well to cancel your tenancy at the same time as your utilities. The notice period should be 30 days for both landlords and tenants to be fair to both parties.

248 There's no balance in this whole situation

251 I think a month is more appropriate.

252 Otherwise its a one-sided contract. The landlord needs time to arrange to carry out any work on the property after the tenant departs, or to advertise the vacancy.

261 Because it can usually take longer than this to find suitable new tenants which puts pressure on the landlord. Why is it landlords must give so much notice but tenants do not? This is not balanced.

262 21 days notice is not enough time. Most landlords are not wealthy investors, they just have one or two properties and have day jobs and families to worry about. Personally, we put our tenants on fixed term tenancies, either 1 year, 2 years (or 6 months if the tenant requests), so that both us as the landlord and our tenant has security regarding the tenancy. If our tenants want to end the tenancy early, we always allow it, but by putting them on a fixed term they give us as much notice as possible so that we can find another tenant.

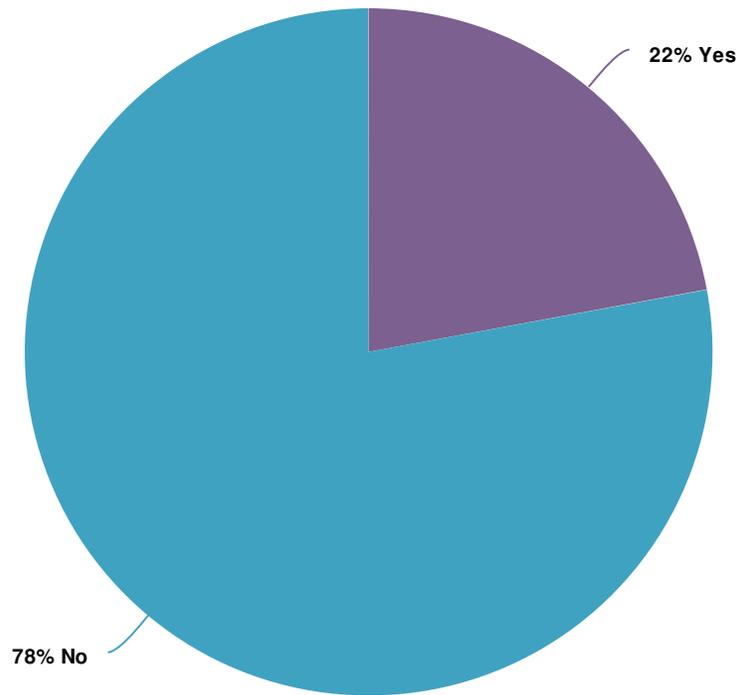
ResponseID Response

263 I don't care. Once tenant wants to leave, let them. Cheaper for landlord in long run as forcing usually ends up on non rent or damage

267 21 days is fine provided we keep fixed term tenancies in place! If not then 21 days is much too short!

269 It should be the same both ways. Seems like you want tenants to have their cake and eat it. The minimums should be the same because that is fair. Both parties of course should then have the ability to agree on a lesser amount of time in all situations but it should be a joint discussion and agreement.

25. 3A. Do you think the Government should change the way tenancy terms are currently negotiated?



Value	Percent
Yes	22.1%
No	77.9%

26. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

- 26 Tenants should be responsible for damage they do.
- 29 I have seen zero evidence of any problems in tenancy terms or renewals... I have had 3 properties for 6 years (approx). Some of my tenants like fixed term, I have some 12 months and some 24 months, if they want renewals we agree new fixed terms. Some prefer to go into periodic which is fine. I am a tenant myself, and I prefer the flexibility of periodic. Seriously, can you just stop messing with something that is working well for the majority.
- 37 It's an agreement between 2 parties and it should be to suit either party of not agree at all and don't rent
- 42 The system needs flexibility. I like longer term and would be happy in some houses to have 5 years. I have had a number of tenants that long and longer. That is great by me but remembering that some only want a year or 6 months. I consider that there should be a minimum ie say 3 or 6 months. The reason is that people empty the house, fill it with tenants and then proceed to sell the house. That's less than fair to a tenant and IMHO is the cause of a lot of these issues arising. IMHO a house that is rented then put up for sale should be vacated at the tenants leisure with a rebate of the rent pro rata the minimum period. i.e. moving house costs a lot for renters with bond, power, changing schools, etc being major costs. It huts them and is unfair.
- 44 Peoples situations changed. Eg: Job lose, divorce. Some people are forced to make decisions to sell a property through no fault of their own and could be penalised. That also works the other way too, situations can change for a tenant.
- 49 What if that house is only available for that period (someone overseas for a year as example). That fixed term can't be extended
- 56 The current ways have worked for us
- 67 Everyone is different, negotiation should be between landlord and tenant not the government.
- 72 Some tenancies suit fixed term eg apartments, others are fine on periodic I have had same tenants in a house for 15 years under current rules
- 80 The system is not broken. Short fixed-term tenancies enable a test run for first-time renters and help them build a tenancy history.
- 81 right to an extension is reasonable for risk
- 82 Its a sad day when I could get rid of a husban faster than I can a tenant?? We have tenants who are treating us like their tenants, have engaged contractors without telling us for stuff that could be claimed under warranty as the property had been new bathrooms installed prior to them coming into the house. But of course the bill is ours.

ResponseID Response

83 All my properties are fixed term 12 months which can be renewed. Most tenants renew unless they want to move to another city or their job dictates a move.

86 There are already fixed and periodic tenancy options in place. If people want super short term tenancy as in weeks, then there's always air bnb

87 Because these so called solutions will create an entirely new set of issues

90 For myself and other landlords I know it has always worked well to negotiate with tenant as to which type of tenancy they require. Some want certainty of tenure, others might have future plans which would make it difficult for them to be released from fixed term.

93 Fixed term works really well in keeping landlord and therefore tenants cost down - less changes less work

95 What problem is this solving? Please take into account all parties to a contract.

105 # Tenants should have compulsory renters insurance for Deliberate Damages, Methamphetamine, lost of rent too the landlords.

106 So far so good and acceptable.

122 In our experience, no tenant has ever had any issues with fixed terms with our properties. We on the other hand have had tenants break the fixed periods. It should be based on a mutually agreeable term, because some tenants want the flexibility to move. We would be happy if a good tenant stayed long term.

128 How it is, is fine.

129 current only option of 12 months doesnt have any flexibility and not providing either of the parties and points of negotiation

131 Most people want fixed terms and some don't want them give too long.

132 But no one rule fits all (e.g. seasonal work, University students enrolment year). I have not found in 30 years that tenants have wanted longer fixed terms.

139 I think they are acceptable as they are. I do not like fixed term. Mine are all periodic which my tenants are also happy with. However I reassure them that I am looking for long term. Gives the option if circumstances change as they do in life

144 Current law works, why change

145 Landlords will keep good tenants on. Regardless.

ResponseID Response

146 Fixed Term tenancies give far more security and stability to the tenants, rather than periodic tenancies where a 90 day notice can be issued by the LL within days of a tenancy starting. The idea of doing away with a tenancy agreement that provides security and stability is contrary to the ideals the government says they want to achieve. It must make better business sense for all involved that a partnership is struck for a definitive period where the tenant will know how long they are entitled to reside at the property and how long it will cost for that period. I would NOT consider a minimum 2 year Fixed Term for new tenants who I do not know and have no idea how they will behave or treat the property. From the tenants point of view, being bound to a property for a minimum of two years may not suit them in that they may wish to move for a new employment, for new schooling, or other domestic reasons.

148 Tenants dont own the property so they should not control what happens with it. If the control is changed many home owners will look at renting i would think. I would

151 Tenants that want to make their rental their home and stay for years shouldn't have to feel every 12 months there is a risk of not being able to extend.

154 theyre working ok now

159 Is this really a large problem?

164 I would like to see more of a lease situation. So fixed for 12 months with the right of renewal. With annual increases incorporated into it.

172 Good tenants will generally be able to stay as long as they want. Landlords don't want the disruption & cost of changing tenants. However they shouldn't be forced to accept unsatisfactory tenants.

177 leave it as is the system is not broken. I would be happy enough with giving tenants the right to extend fixed tenancy as long as all their obligations have been met. minimum fix term does not work. I have had apartments on auckland CBD where the ideal term is 1 year coinciding with the university year. 2 years does not work with this and would give landlords greater vacancy. I have done fixed terms of just a few months to bring fixed term to optimum time to let to uni students. Also have had a few tenants abandon fixed term tenancy early, we need stronger laws to recoup loss of rent when this happens, it can't be all one way, it is an agreement both sides agree to.

184 1. they can do that now 2. That is ridiculous - situations change, people need to move on. If they are happy there and good tenants they are welcome to stay for two years or more!! 3. There are some good reasons for fixed term, which tenants and landlords agree on together. 90 terminations without reason should be kept, as discussed earlier

186 I think something needs to be done but do not agree with anybody the 3 options. Maybe look at 1 1 1 type terms

ResponseID Response

187 Govt interference in how long tenants want to commit to a tenancy will simply stop tenants getting places. most of my tenants struggle to know what they are going to do in a year, so making them sign up for 2 years is far too risky for them. As a landlord a 2 year term is good news, but it will result in very high TT applications from tenants wanting to get out before 2 years is up.

192 All these changes are to shift rights from the owners to the renters, this will not encourage many property owners that have left their properties vacant to rent it out if renters have more rights than a landlord. The way I see it is there is no reason for me not to extend and keep renewing a tenant to stay if they are a good tenant! It works both ways. There are so many bad tenants that have no sense of responsibility or respect for the landlord's property. Good tenants are hard to find so I will keep them and ensure they are happy until they decide to leave. But the right to do so should ultimately sit with the owner who BOUGHT the property and OWNS it!!!!

197 I have never had a tenant ever ask for a fixed term tenancy. Tenants in the overwhleming majority have prefered the ability to give 3 weeks notice to allow them flexibility. What ever the agreement, it must run both ways. More often, I have heard stories of people who have agreed to a fixed term, who wish to get out of that agreement. I believe in the majority of cases the current system works for tenants as it allows them the greatest degree of flexibility. Lanlords will only remove good tenants for good reasons. Landlords prefer good long term tenants themsleves.

203 At tenant request we've been happy to enter into 24 month tenancies - but tenants themselves have always prematurely broken the leases Wellington tenants can be quite transient and tenants quite often have changes to their circumstances requiring a move,such as a lower budget property , more rooms for growing families, separations etc

210 It works for both parties currently. Many tenants prefer to be on a periodic tenancy as it gives them flexibility to move by giving 21 days' notice. As a landlord, I would prefer to start a new tenant on a periodic tenancy as it gives me flexibility too. If landlord/ tenant are not a good fit, both parties have the option to get out of the relationship by giving appropriate notice. On many occasions, tenants needing to move before the end of a fixed term tenancy have been caught out by the extra costs of breaking a fixed term tenancy.

215 Fixed term tenancy is an agreement for a fixed term only. It does not give the tenant a right to another fixed term or move automaticall to periodic if the Landlord does not want to offer it.

ResponseID Response

217 In our 30 years experience as landlords, the usual length of tenancy that we have had is 12 months. We have always stated that we will only consider a fixed term tenancy and are looking for long-term tenants. We offer a minimum 12 month lease and state that we are prepared to consider a longer period. Invariably all tenants have wished to only sign for 12 months as this gives them flexibility in their lives. We have always offered our tenants another fixed term at the end of 12 months, and usually this is taken up. We have had tenants stay anything between 12 months, five years and 12 years. We have never given a tenant a 90 day notice - they have been the ones who have decided not to renew their fixed term tenancy.

220 I think the current options we have work well. If tenants and landlords both want a longer fixed term tenancy, they are able to agree to that with our current system.

222 There should be the opportunity to have Fixed Term tenancies for longer than one year. At the moment, even if both the landlord and tenant are happy to make it longer, legally they can't, and that's just stupid.

223 Tenancy terms are in favour of tenants and they should make it fairer for landlords. I had tenants that signed no pet agreement and kept dog without informing us. We found that in inspection so MBIE suggested I can't do much unless there is damage. Basically no consequence of breaking contract.

226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

228 As a landlord, I don't offer a product that gets taken away and used as the customers chooses. I don't offer a service. I offer a very expensive asset for people to have exclusive use of. I have to make a living from this and do the best I can to run a good business. The options suggest that the landlord would have few rights to make business decision as they see fit. Investors are not a social service providers but this is what is being considered. What other businesses have these sorts of rights taken from business owners.

229 I think they are fine as they are. Having the option of 2 year tenancies should be there

236 In 20 years of being a landlord and property manager I have never had a tenant ask for, nor take up the offer of, a tenancy longer than 15 months and my tenants are usually families. It has not been my experience that this is something tenants want and I do not see any data to support this supposition. I consider the current RTA works well as people who want a long-term tenancy either secure this through a periodic tenancy (often to their advantage as they pay lower rents due to their length of tenure) or through the option to ask and/or accept a long term fixed tenancy.

241 This currently works fine for myself and my tenants. We work together to find a common arrangement which suits both parties

245 We have 8 rentals, all of which are on periodic tenancies. Longest current tenancy is 14 years. Majority 5 years or more with 2 being only 12months to 2 years. Why change what isn't broken.

ResponseID Response

- 247 In most circumstances, it's the tenant who wants to cancel or terminate a tenancy, not the landlord. As a tenant myself, I do not want to be locked into two years in a house only to find I don't like something(s) about the house after I've been living in it. Often you don't notice things like moisture or weak shower pressure or mold when you view the property only once or twice and you only notice it once you've moved in and there's nothing you can do to fix it because you don't own the house. If it's a major or continual problem, and the landlord is slow to fix the problem(s), you want to be free to vacate the house and find a better one.
- 248 The agreement of length of term is between owner and tenant - not Government. Fixed Term tenancies aren't worth the paper they are written on - if a tenant wants to leave they leave.
- 250 Works fine now. Not broken don't fix
- 251 I think the landlord and the tenant can make a mutual agreement before they signed.
- 252 There should be a third option available under the RTA - a very long term tenancy where the tenant fits out the property to suit themselves at their cost, pays all the utilities and interior maintenance, and in return gets a long term contract.
- 253 I think the current system works. More so at the moment rather than in the past. I rent out multiple properties and currently it is extremely unusual for a tenant to give notice due to the shortage of housing.
- 257 Due to the current imbalance where a tenant needs to give 2 days notice whereas a landlord has to provide 42 to 90 days notice, I have moved away from periodic tenancy to fixed term tenancy [FTT]. However there will be others who are happy to use the periodic tenancy, so the choice should remain. Usually between 90 to 60 days before the FTT is due to mature, i will discuss renewal with the tenants and offer them another FTT of a similar length. If a tenant chooses not to renew this gives them adequate time to find alternative accommodation and me enough time to find a new tenant. I have tried offering longer than 1 year FTT but tenants choose not to accept. the longest I have ever succeeded to sign a tenant to is 15 months. My 25 years experience in the rental market is that 1. tenants do not mind a FTT over a periodic tenancy, 2. in most instances when a FTT is not renewed it is the tenants' choice not mine. I value long term tenancy and would much prefer my tenants to renew. 3. in most instances when a tenant has to break the FTT before maturity, i have accommodated their request 4. in no instance have I ever broken any FTT. I have always honour the term of the FTT.

ResponseID Response

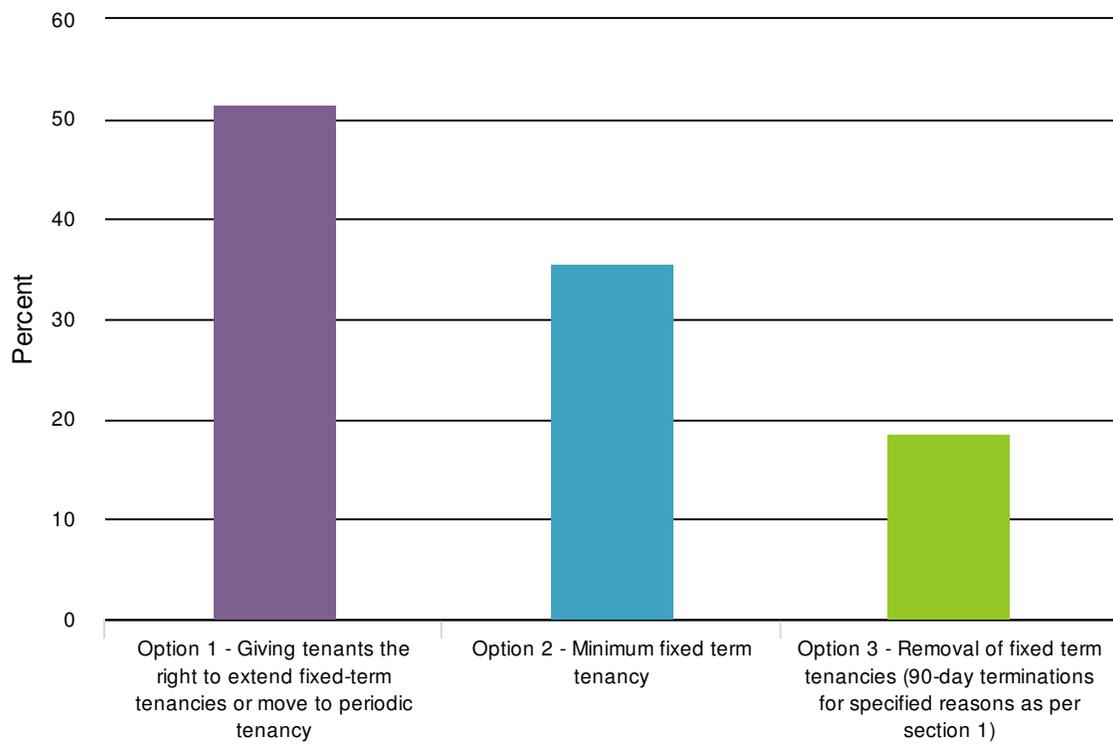
262 We have two properties that we rent out as fully furnished rentals in central Auckland, and have a property management business where we manage another 20 fully furnished properties. These properties are mainly rented by people relocating to Auckland for work for 3-6 month periods (some for over a year), and people want to ability to reserve a place in advance. For example, we have someone coming up next year, starting in January working in Auckland through to May. They are bringing their dog, so they have signed a fixed term tenancy agreement to stay in a pet-friendly property, and they signed the tenancy agreement in early October. We currently have a tenant in that property who has a fixed term tenancy as they are working on a project from August to December. If you implement either options 1, 2 or 3, this would affect the entire economy. If the fixed term tenancies are not for a fixed term and the current tenancy could extend, our new tenant would not have been able to organise where they were going to stay in October, instead they would have to wait until late December or January to find a place, and so they would probably not have taken this contract. If the fixed term tenancy was for a minimum of two years, this would not work for any of our tenants in fully furnished places. This is a problem that people have when they go to Europe, as some countries have minimum terms and so then they can't find a place to rent. For our unfurnished properties, we offer tenants when they sign up a 1 year fixed term tenancy, with the option of a 6 month or 2 year if they request it. We do this because it removes the asymmetrically notice period that applies to periodic tenancies. This gives both the landlord and the tenant equal security and stability regarding the tenancy. For unfurnished properties, we always roll over the fixed term tenancy for another year at the end of the term, unless the tenant has a history of late rent payment or anti-social behaviour towards neighbours.

263 Flexibility is what is needed and have that.

267 If it is not broken then leave it alone!! At the moment both tenants and landlords have the option of either and both get cross protection either way. As I have already noted if you muck with these current options of which there appears to be no issues of note in the Tenancy Tribunal case numbers then you will again make life extremely difficult for marginal tenants to secure rentals from the private sector. I can already think of a number of tenants that I took a chance on despite some reservations and they have all turned out ok. Faced with the same decisions with current government proposals I can confirm I would not make the same choices. The risk factor of being literally stuck with them at the whim of the Tribunal requiring a heavy burden of proof will be too high. This combined with extreme forgiveness and leniency due to the fact the Tribunal will become acutely aware that if they allow the termination the tenants chances of securing another rental will be extremely unlikely. This is a recipe for disaster. It is extremely clear the policy writers here with the greatest of respects have no practical experience at all in dealing with these issues on a day to day basis. The outcomes sought will not happen and the lobby groups commentary around these issues is much more romantic than realistic. Votes may very well be won but make no mistake homes are going to be lost!!

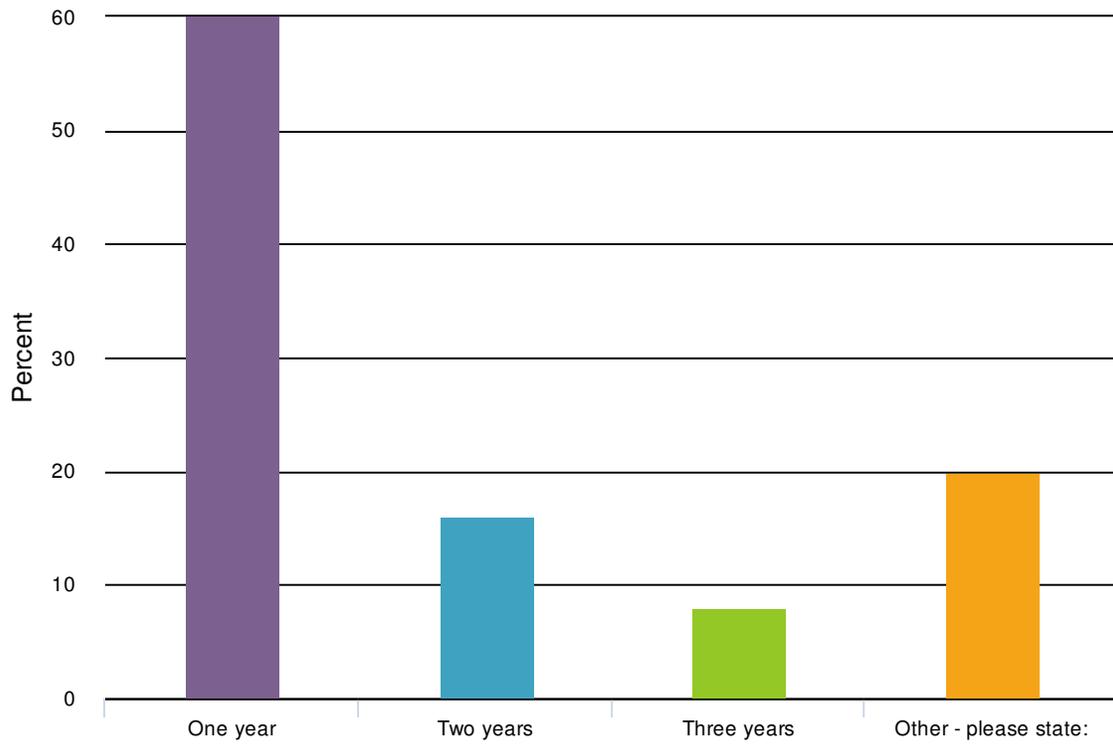
268 Flexibility is important for both tenants and landlords because ONE SIZE DOES NOT FIT ALL!

27. 3B. Of the three options, which would you prefer?



Value	Percent
Option 1 - Giving tenants the right to extend fixed-term tenancies or move to periodic tenancy	51.4%
Option 2 - Minimum fixed term tenancy	35.7%
Option 3 - Removal of fixed term tenancies (90-day terminations for specified reasons as per section 1)	18.6%

28. What would you consider a fair minimum fixed term?



Value

Percent

One year		60.0%
Two years		16.0%
Three years		8.0%
Other - please state:		20.0%

Other - please state:

6 months

6months

90 days.

this should be a negotiable part with a minimum of 6 months

three months

29. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	If you take away the landlords right to termination
44	Of those 3, that is the one I'd pick.
49	Only give right to renew if house is available
56	It allows good tenants to stay on and bad tenants to be moved on at the end of the contract.
67	Option 1 will allow tenants to prove themselves if they are worthy candidates.
72	Any longer and tenants will be reluctant to sign up, tenants want flexibility
80	Explained above.
82	Because personal circumstances change.
83	Status Quo suits me
86	I have never had any tenants staying for more than 1 years due to reasons such as job relocation, pregnancy needing a bigger house, going overseas.
90	Has always worked for both myself and tenants in the past.
93	I always sign up 2-3 years if possible - its a win win except for when the tenant cant afford and then the landlord need to be able to let them out of tenancy....not force them to go on with things they cant afford and make them more broke
95	None.
105	90 days is fair any rent missed in this period Tenancy Agreement can be terminated.
122	none of those options. It should be mutually agreeable between two parties.
128	Seems to be what I have done over the years and it works fine.
129	between my sold and bought home ownership I was looking for a short period tenancy that no one was willing to offer which means that the only beneficiaries here are hoteliers or air bnb ... costing us an arm and a leg rather than having an ability of staying in "ex home" for 6 months
131	However I don't like this options just the not way to answer the question. Is one believe we need changes here. We need more respect from tenants.
132	there needs to be clarity towards the end of the term as to the intentions of both tenant and landlord.

ResponseID Response

146	Tenants already have the Right to Renew and I have never had a tenant ask to go on to a Periodic Tenancy for the simple reason that a Periodic Tenancy gives them less security and stability - they know they could be given 90 days notice at any point. Removing Fixed Term tenancies would not achieve the stated aims of the government who say they wish to provide tenants with more security and stability.
148	From a PM point of view there is a lot of work that goes on finding tenants, moving them in etc 1 Year sounds fair for both the landlord and tenant. Many tenants do fix for a year or more but then just break out of their fixed term anyway.
151	Option 1 as long as the periodic notice for tenants changes from 21 days Option 2 is inflexible should circumstances change. Option 3 would be second choice
159	Most of my tenants to date are happy with a one year fixed. Asking them to commit longer would make them very hesitant to enter the contract.
164	Provided you can have rental increases still
170	The terms of tenancy should first be offered by the landlord to the tenant and agreed or negotiated, mutual agreement.
172	Good tenants will generally be able to stay as long as they want. Landlords don't want the disruption & cost of changing tenants. However they shouldn't be forced to accept unsatisfactory tenants for long periods of time.
177	I already do this
184	None, but Option 1 could read, "Giving the tenant the option to request extension of fixed-term tenancies or move to periodic tenancy, as well as the landlord having the option to say no".
187	None of above. Tenants have no RIGHT to a tenancy, if they are good tenants then the landlord will either renew, or allow it to roll into periodic, that is currently an automatic process. If they are bad tenants, then bad tenants should not be GIVEN any rights in law to continue that tenancy. Minimum terms are nothing more than Govt interfering with people's right to choose how long they want to be in a place. Removing fixed terms removes the security that both parties have for that term, even if just 6 months or a year. If the true intention of the proposals is to allow better security on tenure, then removing fixed terms, or making compulsory long terms is simply state interference and will make security worse not better
192	NONE of the above! all are ridiculous! if this goes through, look forward to an even worse housing crisis and more families with no homes to live in!

ResponseID Response

201 If I have good tenants on a one year tenancy, then of course I want to keep them on. If they wanted to leave in that year, I ask them to find me good replacement tenants at their cost. If they are not good tenants then I end the tenancy. What I mean by not good tenants, doing drugs, that I can't prove, but know from neighbors other tenants, that won't be witnesses. Or rude attitude to their landlord, again hard to prove. When you go to tenancy court they usually lie all the way. How do you prove it.... (But 80% of my tenants are good at the moment 100% of my tenants are good)

203 Its not one -size fits all. Some tenancies are short term while new immigrants find their feet, or before their belongings arrive via sea freight . We've has shorter term tenancies for families having major renovation to their own houses requiring that they move out for safety and /or convenience

210 Option 1 sounds like the current scenario. If it isn't, then my answer is "none of the above" - keep the status quo. As it currently stands, there are good options for those who wish to have security of tenure and those who prefer flexibility.

217 We have rental properties to offer accommodation to tenants in return for long tenure and rental payments on time. Why would we not want longer fixed term tenancies - but do tenants actually want longer fixed terms?

220 I rent to students and they only ever want to commit to one year at a time. It is also very difficult to re-let a student property part way through the year, as most students are on a 12 month fixed term tenancy. This works well for both students and landlords, as students have the security to know that they won't be given notice part way through their year of study and landlords know they have tenants for a full year.

222 All Options - short-term, long-term, ANY term mutually agreed upon.

226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

228 None really. Trick question. The minimum fixed term tenancy example was two years. A minimum of 6mths gives both parties some security in the short term but longer terms should not be legislated. Most tenants who are good tenants want to keep things flexible too.

229 none of them

236 I have not ticked any of the boxes because I believe that tenants already have the option to extend fixed term tenancies (my tenants often do so) and currently a fixed term becomes a periodic if neither party issues notice. Why change what is clearly working?

241 N/A

247 None of the above for the reasons previously stated. They are all too restrictive and inflexible.

ResponseID Response

248 As above - they aren't worth the paper they are written on.

252 None of the above.

253 Most fixed term tenancies roll over into periodic tenancies anyway.

257 I do not prefer any of the 3 options. I prefer the Status quo of the fixed term tenancy where the landlords and tenants have the ability to renew the term by giving each other between 90 to 21 days notice. The only change I would suggest to this is making it 90 to 45 days before maturity date, as that would give both parties sufficient time to make alternative arrangements if the FTT is not renewed.

261 None

262 None of these options will work for the tenants of our fully furnished rentals.

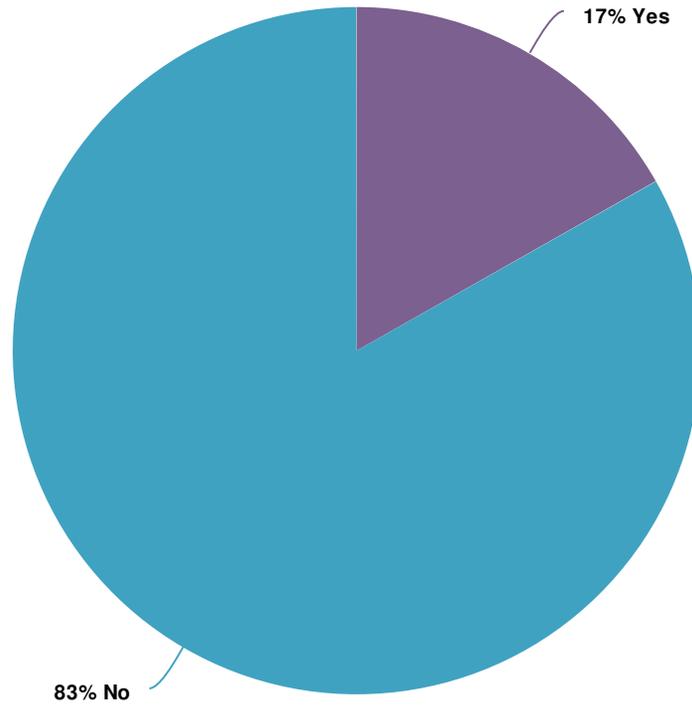
263 Periodic ten ancient reinforced the need to have a two way relationship. I only use this and works fine

267 Meanwhile out in the real world this is exactly what most tenants want now anyway. Most then roll to periodic so they keep their options open. Seems to work well for all the very good very happy tenants I currently have some of whom have been in their homes for over 5 years.

268 Most landlords would want to keep good tenants. However, giving bad tenants the right to extend their tenancy - if the landlord has had ongoing issues with the tenant - is just plain dumb!

269 None. My answer to 3a means I don't like being forced into one of these options. Now asking me to make a choice makes me question the ethics of this question.

30. 3C. Under the new proposal, tenants will be able to terminate their tenancy any time (regardless of fixed terms) without giving the landlord a reason. Do you agree with this?



Value

Percent

Yes



16.8%

No



83.2%

31. Please state why and/or share your story:

ResponseID Response

26 If we can't, they cant

29 I spent \$100 on advertising and approx 8 hours of my time to screen applicants and run open homes. My tenants sign up for a 12 month fixed term but decide they want to leave after 2 weeks... I make a loss. How is this fair? A tenancy agreement is a legal agreement. Born parties should stick to the agreement or buy out the other party.

34 If fixed term, then current law is good, otherwise don't sign fixed term. This is fair win win for both parties. Do not see why government want to interfere.

40 Fixed term tenancies help landlords to manage their 'workload' by ensuring we aren't trying to find tenants during the Xmas break, or when we're overseas (having appointed an agent, of course).

ResponseID Response

42	Because a fixed term protects both parties and is a contract for such. That doesn't mean it cannot be negotiated if change is needed but in that case a reason for change would have to support the negotiation. Part of any negotiation would be re tenanting etc. That would have a material effect on the parties negotiation.
44	It needs to be fair, both ways. Fair enough if its by mutual agreement.
48	Why bother having agreement of a fixed term then?? This makes no sense!
49	Responsibilities should be the equal for both parties
55	Tenants cannot have all rights but no responsibility. A FTT is a legal contract they must adhere to. Most LL's I know work in with the tenant & allow early release if necessary.
56	If it is to do with the house, the landlord should have a right to know why they tenant wants to leave the house. If it was a personal issue, then as the landlord, I could be swayed on compassionate grounds if there were financial hardships.
67	why should they be able to? when landlords are the opposite.
72	What is point of fixed term
80	The termination time should be the same for both parties.
81	if their personal circumstances change they may not be able to stay. the main upside from renting is the freedom of movement over owning a property.
82	If a tenant wants to move out, we have always let them go regardless of an agreement
83	I have always let my tenants break their fixed contract if they wish, I do not want an unhappy and resentful person living in my property!!
86	If tenants can terminate at anytime then the same right should be given to landlord also, simple
87	As above re how hard it can be to get new tenants
90	Like anyone they are entering into a legally binding contract which is binding not only on tenant but also landlord. And if a level playing field is the aim then the rules should apply to both parties.
93	Pushes landlord costs up and therefore rents up. When you change tenancies it costs you at least \$500 to \$1000 each time I recon
95	Yes provided proper notice is given, or rent is paid to the end of a fixed term.
105	Why should tenants have rights & landlords no rights.

ResponseID Response

106	If sign fixed term agreement should honour it.
122	under this proposal, what is the point or benefit to the landlord to even have a 'fixed term' agreement? It is pointless,...yet you expect the landlord to give a reason to end a tenancy! This proposal is very one sided to the tenant, its not a mutual or fair proposal.
128	Original agreement should prevail unless it is mutual.
129	this will affect how the money flow works and potentially start forcing a lot of landlords to move into nightly based vs having long term tenants the biggest risk here is the tenant can go without paying rent for a period of time give notice move out and do this over and over again with no real consequences as by the time the first landlord manages to take the tenant to the tribunal would be at least 6 months, you've got 4 landlords like this and potential benefit of 2 years living in rent free environment it becomes even more complicated when there is a flatting situation of 6 people or 4 people (2/3 couples) each person can sign up to tenancy under their own name and no due diligence would be able to foresee the evil plan
131	If we can't then why they hell should they be given even more rights. We pay the mortgage and carry the risk so they have a good roof over their head why should they have more rights than us
132	What is the point of having a FT then? With any change there should be balance. What has a LL to gain?
144	Unfair to landlords
145	How on earth will this help either party?
146	This is unreasonable and impractical. Frankly I cant believe I have just read this proposal. Who in their right minds would agree to take on a tenant who had the right to leave at any point without giving a reason. There should be safeguards for both parties and by necessity that means compromise on both sides. Having the proposed changes slanted heavily in favour of the tenants will only cause problems in the future. It is clearly not a good business decision to invest heavily in a property where the tenant can leave at any point with no obligation to the LL. This is yet another proposal that will make LLs consider whether their investment would be better placed in something other than residential property. If the government wish to provide tenants with an increased feeling of stability and security – this is NOT how to go about it. These changes are likely to cause untold problems in the future which will affect tenants because good LLs will be deterred from providing good quality, warm, dry housing. Innocent tenants will suffer the blowback caused by poor tenants who have been unreasonable with LLs, thus making LLs more guarded in their approach to new tenants.
151	As long as the notice period is the same as Landlords would need to give. 90 days. Landlords don't need to know why tenants wish to terminate.
154	No as they have signed up for a fixed term

ResponseID Response

- 159 So Fixed term works only in the Tenants favour. There is significant cost for me each time a tenancy changes (I have to drive 1 hour to the property and inspect/clean/mow lawns/repaint dmaaged walls, take photos etc), readvertise, visit twice more for viewings etc. This is a significant chunk of work getting a property presentable again for which I dont get to charge a letting fee. I dont want to be having to do this unecessarily because a tenant has changed their mind. Having said that I do let tenants break a fixed term where they have good reason (my current tenants just bought their first house - which is fantastic, so I had no qualms allowing early termination 9 months into the fixed contract)
- 160 o. This would be an unjust restriction on the owners property rights. An agreement is an agreement. Why should one party have the legal option to vary the agreement?
- 164 Why should they be able to call all the shots.
- 172 Why is it ok that tenants can do whatever suits them, but the landlord must do everything to suit the tenant? Is it ok that the landlord is paying a mortgage & will be out of pocket with an untenanted house due to 1 tenant leaving with little notice, and there being a time of advertising and screening etc of new tenants?
- 177 as above, true cost to landlord should be taken into account and tenant made to pay for landlords loss for tenant breaking tenancy agreement.
- 184 Why would you have a fixed term, if those were the rules??? That defeats the whole purpose of fixed term. There would have to be a very good reason to end, and that should be supplied.
- 187 a fixed term is a contract commitment. allowing that contract to be broken by the tenant for no reason, while the landlord can't terminate (not break the contract, but terminate under the terms of the contract) without reason is simply Govt sanctioned breach of contract, ie the contact terms only apply to the landlord, not the tenant. This makes the contract Null and Void from the start and is a breach of contract law and the RTA itself that requires a tenancy to have a written agreement between the parties.
- 190 Can the landlord do the same? No! So why can the tenants do it?
- 192 If landlords can do so then its only fair that the tenants can do the same
- 197 The market needs to operate fairly for both parties and a fixed term should be a guarantee of fixed term for both parties. Currently, tenants and landlords have both options available to discuss at the beginning of a tenacy and can negotiate the terms themselves. If the terms cannot be agreed then either party can walk away. This seems the fairest way forward also.

ResponseID Response

201 Hey the tenants will have all the rights and landlord hardly any. How many landlords and rental properties will you loose. I ask people why don't they buy rental properties and they say we've had them but had bad tenants and sold. Or other people who haven't had rental properties, have heard of horror stories of bad tenants and don't want the hassle. Trust me being a landlord can be tough. If you have more rental properties the tenants have more options and lower rents, basic maths.

203 Landlord also benefit from cash flow /budget security by having fixed term tenancies Fixed terms should be adhered to as a contractual obligation- as per any other type of contract. The RTA should not deviate from other legal statutes and commercial laws

210 It's got to work both ways ... a tenant cannot have the benefit of security of tenure of a fixed term tenancy and also the benefit of the flexibility of a periodic tenancy at the same time. It's a farce to call it fixed term if it can be terminated by giving notice (with or without reason)! Can the landlord do the same? It's nonsense to even propose this!!

215 What is the point of negotiating a fixed term if the tenant can then terminate it for no reason. This is crazy!

217 This is totally unfair. If the landlord has to make the property available for a certain amount of time, and has to give a reason for giving notice, then surely it is fair and just that the tenant should have to give a very good reason for breaking a fixed term tenancy. Otherwise why have a fixed term if it doesn't mean anything? We plan our work year and recreation time to fit around when our fixed term tenancies are coming up for renewal. If we are in a position where tenants can give notice at any time, we will definitely sell our properties.

220 That proposal greatly favours tenants over landlords and makes a joke of the concept of a fixed term.

222 If it is Fixed Term, that HAS to work in both directions.

223 Yes but if landlords dont have to give a reason. No to make it fairer for both parties

226 Give their 21 days notice. No problem.

228 They either want one or the other. Fixed term or periodic. They don't need a reason to terminate now. If they don't want to be tied to a fixed term then they should go periodic. When there is a vacancy, the parties go through a negotiation period to come to an agreement. If either party don't like what is offered then they do not have to accept that tenancy - they are not being forced to take it up. It is choice. Government want to legislate against either parties ability to be grown up, to negotiate and make decisions for themselves. Come on. They're not hopeless or helpless. If they do need genuine help then maybe the provision of tenant advocates to guide and assist with negotiation process would help.

229 These changes seem all really one sided. What is the point of a fixed term agreement if tenants can just terminate at any time with no reason at all?

ResponseID Response

236 This would be a breach of contract in any other situation so why allow it under the RTA? I cannot see what the objective is, other than to allow people to duck out of their contractual responsibilities.

241 The whole point of having fixed term tenancies is that neither party needs to be wary of unexpected changes to this.

245 If they don't want to live there let them move on. If it is a fixed term they are breaking then they should cover landlords cost to re tenant.

247 Same reason I think Landlords should be able to give notice to the tenants without reason - in the tenant's case, it's their life and they should be able to make decisions about where they live without having to tell everyone about and in the landlord's case they should be able to do whatever they want with their house without having to justify their reasons to the tenant - it's nobody's business as to why a landlord wants the tenant to vacate nor why a tenant wants to move out.

248 A fixed term should be just that, otherwise what's the point of having them?

250 If landlord has to state reason then tenants should also.

251 If the tenant can terminated the agreement at anytime without reason is not fair the the landlord.

252 A contract should bind both parties equally. Why should the landlord be bound, but the tenant able to walk away as and when they choose?

253 That will make a complete joke of what is a fixed term. We need certainty that a tenant is going to stay and in the selection process will select a tenant that is prepared to sign a fixed term. If a tenant genuinely needs to leave then I'm happy to work with them to find a solution that suits both parties. If the tenant has been a great tenant and has a genuine reason I quite often dont charge them the advertising fee and or let them leave before new tenants are found.

257 If a fixed term is in place, then currently both landlords and Tenants need to provide valid reasons to break the term and consent cannot be unreasonably denied. this works. why change something that is not broken. I have never once broken a fixed term tenancy on my tenants. They are the ones that have made the requests with good reasons and I have always accepted their request.

261 I believe this should be possible but ONLY with 90 days notice, no less.

262 Tenants should have security and stability regarding the tenancy, but so should landlords.

263 .

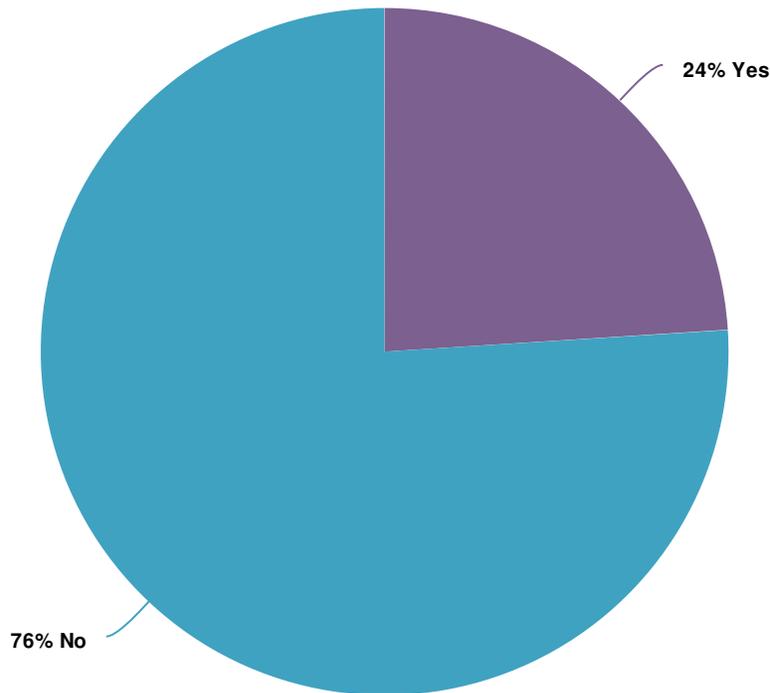
ResponseID Response

267 What an absolute joke. Security of tenure for tenants and absolutely no security for owners at all. If this happens you can say goodbye to a large amount of student accommodation in Auckland and I imagine in Dunedin and other cities that have large Universities as well. All tenants will bail out in November and the properties will be empty until the end of February. This type of accommodation which is critical to this sector will shrink dramatically because the empty period will be unsustainable for any landlord with a mortgage. Again unnecessary suggested change to an unbroken structure.

268 How is that fair?

269 The system should be fair to all parties, not one sided. Yes the tenants should be treated fairly and if there are problems with that at the moment then they need to be address. However, landlords also have the right to be treated fairly.

32. 4A. Do you think tenants should have the right to make modifications to your property/their home?



Value

Percent

Yes



24.0%

No



76.0%

33. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26 Because they have never reinstated the property when they have left... NEVER

29 Provided notice is given, and if objection is received then due process is flowed, there's no problem.

34 Property is a very expensive asset of the landlord. Any modifications should have consent from landlord.

37 What tenant has the ability to rectify or willingness to do it in a Professionals manner!

40 Yes, if it is subject to the tenant being liable for any 'accident's during the modifications (eg they hammer through a pipe/wiring or whatever) and subject to the tenant reversing the modifications, with failure to do so meaning costs can be taken from the bond.

42 They often do anyway so this is legitimizing what happens now. Restoration at the end of the tenancy may or may not be necessary but the tenant should be liable. The current 4 weeks bond needs to be extended to cover this cost. Too frequently by the time the tenant is gone there is a deficit of money. That is evidenced by the TT stats. Again the big issue is the TT. The time it takes etc to get in front of them and get a ruling. Once we have a ruling then the enforcement of that ruling is pathetic to say the least. If we really want to make a difference beef up the enforcement.

44 They can ask but at the end of the day this is my asset and it seems to risky at the other end, if a tenant does cause damage eg: hole in the walls by hanging shelves and the "fix" it, it may not be up to standard and then it becomes a hassle & unnecessary effort to go through tribunal to sort it out.

45 are you serious! how is this even being thought about??

48 Minor mods are no problem. It's going to be extremely hard to enforce the tenants putting everything back the way it was once they move out though. They will have no motivation to make sure the house is returned to its original state. There will be lots of disputes as a result.

49 Only to a small degree.

55 No definitely not as a statutory right. I encourage my tenants to put in a vege garden & use existing hooks to put up pictures, put up a fence/gate but they must get permission first to alter MY property. And with Osaki in place it cannot be trusted that the full cost of compensation will be awarded to the LL by TT.

ResponseID Response

56 It is their home and to make it feel like a home, they should be able to hang pictures/art and make it their own. We have had this experience while being tenants in Singapore and found the system highly accomodating. We filled the walls back in when we left and returned the apartment to the landlord the state we received it in. As the apartment was being painted between tenants, they even agreed to put in a feature wall for us as we had intended to stay. However, as circumstances changed, we left that apartment after less than a year to return back to NZ. The landlords were happy to keep the feature wall as they agreed with the colour.

67 The tenant does not own the property.

72 As long as property put back to previous condition, fine

80 Even allowing some tenants to clean is risky because some cause more damage than improvement. For instance, there have been cases of island families hosing out a carpeted lounge. There should be a clause on tenancy agreements like the sublet clause, which says a tenant may not modify the property.

81 the range and interpretation of what is minor will be impossible to agree to. the examples are fine but its easy to see other cases that are not (is planting a vege garden also a right to clear existing trees and landscaping to do that?)

82 Only if they were obligated to restore to original condition. We have always tried to be accomodating of tenants requests.

83 Some people will make modifications without asking, and damage done when they remove modifications upon leaving will be disputed. Some changes will not be easy to remove without damage to walls etc.

86 Most tenants aren't builders/landscapers. It's easy to make modifications but that will mean when they move out, landlords would need to pay professionals to restore all those modifications

87 Not a right but by all means can ask. Our tenants asked and we approved that they painted a room in our house (it is our family home that we are renting whilst living overseas)

90 If they wish to modify then they need to take the next step and buy their own home, then they can do as they wish.

93 They make a request and its the landlords access so they should be the one to choose whether its going to add value to the property or downgrade it in which case it makes no sense

105 With a written concent form & within reason.

106 May damage or devalue the property making it uncomfortable for the next tenants.

ResponseID Response

112 It's not a lease hold. The tenant has the right to use, but does not own it. And question 48 is ridiculous because tenants shouldn't be given the right to make modification in a property they don't own. They are not the ones who are paying the mortgages.

122 The tenants can interpret what a minor 'modification' is, to suit themselves, and then this will force us landlords to take them to the tribunal to argue it. There is no control over 'any' workmanship if the tenant carries out any modifications. There could be 'insurance implications' if problems eventuate. eg if the tenant drills into a pipe or electrical cable behind the gib wall. Who oversees the quality of workmanship the tenant carries out. When the tenancy ends, who is to monitor the quality of work to reinstate the property back to its original condition. There is will be too much opportunity for arguments and it'll end up in tribunal again. What a waste of time and money!

128 Only by mutual agreement without been anal.

129 tenants should be able to feel like at home and make whatever adjustments, however, the tribunal side would also need to have a better process and ramifications as if there is a hole left in the wall after forcefully removing a painting or other alterations which would cost an arm and a leg and tribunal awards repayment at \$5 per week it kind of leaves landlord powerless

131 No it shouldn't be this way. It's not their asset. Not only that the rule shouldn't be I'd no response it is deemed accepted what if the landlord is on holiday??? One of our tenants stained the floor... badly it cost us thousands to repair no insurance cover and limited tenancy tribunal cover

132 I have never seen the tenant reverse one (e.g. clean up mess of failed garden including replanting lawn). In one instance the tenant made a modification (not requested) and the TT actually supported this and took the material and labour out of the arrears.

139 Not a right but a privilege. Minor ones have always taken place. No problem. For example vegie garden Hanging pictures, maybe a shelf? As a landlord I am happy to get some alterations done if it improves my investment. Also pay for it. But a tenant knows it's not there place from the onset.

144 This might be abused. Current law is good and when my tenants want to do any reasonable modifications, they can get consent from landlord and most times, there is no problem.

ResponseID Response

146 Its my house, even though it is their home. I pay the mortgage, the rates, and have the responsibility to maintain and keep the property to a good standard. Tenants standards may well differ from the LLs. I do not object to reasonable requests from tenants to put in a heated towel rail (for instance) on the understanding that my own tradies do the work (because I know their standard of work) and that the property is reverted to its original condition (by my tradies) upon their leaving the property. This is the thin end of the wedge and I can see that further modifications would eventually be allowed if this proposal was put through. The majority of residential tenanted properties have mortgages. How will the Banks react to modifications being done which could reduce the value of a property. The LL would have to bear the result of that. The same goes for insurance companies – how will this proposal affect LLs policies, given that the insurance company will see that the LL is deemed to have given approval for the modifications. Would a car leasing company allow an individual to modify the cars colour, interior, and alter mechanical specifications while it was on lease? Of course not! The two options given in question 4b are extremely limited and indicate that a decision on this has already been made in favour of the tenants. My preferred option would be that tenants can approach me with reasonable requests but that I have the right to accept or refuse any such requests without time limit.

148 3M hooks are fine on walls as they dont cause damage but screwing hooks in walls no. I can not see tenants putting the property back to how it originally was. Properties that are modified eg hooks on walls. How will it be put back to its original form because paint colour will be miss matched.

151 within reason

154 Its not their home

159 I've had tenants re-wallpaper my house while I was away overseas. The new wallpaper was hideously ugly, and done to a poor standard. The result is a property difficult to re-let. Landlords in general have a more neutral wider appealing sense of taste as they want their property to appeal to the market. Any modifications to a property should not be allowed. Tenants can put up their own pictures and temporarily replace curtains etc if they feel the need without any need for law changes. Repainting/wallpapering/carpeting, structural changes are a huge can of worms. You would find most landlords would want to exit the rental market as in my experience half my tenants have been young people with limited decision making abilities. I dont want permanently bright green or orange bedrooms that need reinstating before the property can be re-let. Any non permanent modifications are fine by me (includes picture hooks, child proofing, furniture anchors). Landlords should expect to have to do some basic touch ups, but also Tenants should expect to have to pay for permanent damage at the end on a tenancy (eg \$100 for replastering nail holes, and touch up paint for multiple rooms). All landlords should hold a tin of paint for their property. (gets difficult if the tenant has changed the colour/s). Tenants dont "NEED" a wall mount TV or Wall mounted shelves. These are wants, that can be satisfied just as well by floor sitting furniture.

ResponseID Response

- 160 It is not a right, as this is not their property. They should be able to ask the landlord for authorisation to modify as long as these are minor and can be rectified prior to them moving on from the property.
- 164 Provided they are run past the landlord first and then repairs made in the event of any damage or returned to the existing state with no financial burden on the landlord.
- 170 Not without consent
- 172 Any modifications need to be approved by the landlord (not deemed acceptance if no response! Make sure you get a response.) It's the landlords prerogative if the modifications need to be reversed at the end of the tenancy, at the cost of the tenant. Modifications would need to be done to a high standard, and without affecting the house in any negative ways.
- 177 it is not their property! I have allowed some modification in past and have regretted allowing this. I am a tradesman and do work in a tradesman like way. Some of what the tenants have done have actually damaged property just by not knowing what they are doing. Painting has always been done badly. I think if the tenant wants to modify property and they are a qualified to do the work and the landlord is happy for them to do it by all means go ahead if not and they still want work done they get a quote from a qualified person to do the work and landlord again is happy for them to do this fine. I don't think any legislation for this needs to happen.
- 184 Definitely not!!! If they feel there is something that needs doing, they can always request it from the landlord. If the landlord can't help, they are welcome to find a more suitable property to live in.
- 187 Tenants have no RIGHT. it is not their property !!! Any reasonable landlord will already allow minor things like picture hooks in designated places, and painting by mutual agreement. Enshrining a Right into law, that the tenant has no reasonable entitlement to is simply communism, Govt telling landlords what they must let others do to their property, while the Govt takes no responsibility for the results of those Rights and provides no effective mechanism to rectify or recover costs from tenants who fail to reverse. The existing tenancy tribunal enforcement process is pathetic and a complete failure.
- 190 Are they going to pay for all maintenance, wear, and tear and repairs? No, because it belongs to the owner! Same rationale, they cannot make any alterations either. Unless they are responsible for repairs, wear and tear then they are welcome to do some minor alterations.
- 192 If it is a landlords property, it is their investment and retirement plan, the tenants have a right to apply for modifications to the landlord but the landlord should have the right to decide this yes or to refuse. There should not be a law that forces the landlord to give up more of their rights to the tenants. When there is damage to our property we end up having to fix it because the tenancy tribunal is not effective/useful enough and often favours the tenants rather than owners

ResponseID Response

197 I believe in homes, and security of tenure. I believe a home is to be lived in. I think tenants should be able to make minor improvements as agreed with the landlord. That safety improvements e.g. securing cabinets to walls should be allowed. The issue is to redress these changes at the end of tenancy. Bonds should be increased to reflect that in the majority of cases tenants do not revert property to prior state and thus landlords need greater recourse of funds to address these remedial actions without having to go through tenancy Tribunal. Tenancy Tribunal will face an increase of cases for not rectified changes. If options are discussed with landlord, then alternative options can be reviewed, e.g. rather than nails in wall for picture frames, using removable picture hangers.

201 80% of my tenants will put nails in the walls anyway. I had one tenant who wanted to paint the walls (He agreed to repaint it back to neutral colours when he left) He painted the walls bright orange, blue and black, he left owing rent and never repainted, It took us forever to repaint it.

203 This is very much a contradiction to Workplace Health and Safety where a rental property is seen as a workplace and that landlords and agents are persons conducting business and undertakings! We would have no controls on workmanship - compliance's, (eg electrical goods "S=doc" for compliance) safety of residents and the property aesthetics, structure being compromised - along with insurance cover. What about identifying asbestos? our tenancy agreements have a clause to safeguard against asbestos which reads: The tenant acknowledges that asbestos in some form, may exist in or about the tenancy premises if the premises were built prior to the year 2000. The tenant agrees not to do work, drill, cut, or otherwise damage any wall or other surface of the tenancy premises or other building which might release asbestos fibres into the air. It is a requirement that the TENANT shall notify the LANDLORD if they notice any degrading or damage of materials that may be of concern and could potentially contain asbestos" It is mooted in the RTA review that tenants are not to be given 90 days notice to allow an owner to sell a vacated property- but would a tenant be liable for diminishing the property value by poorly executed or tasteless renovations effecting the sale? I would also be suspicious of modifications to run commercial enterprises from a residence

210 This opens up the property to a whole raft of modifications that may be outside the building code, which will then be at the landlord's cost to fix. You don't rent a car and expect to be allowed to make modifications to it by getting it repainted or making changes to the engine. The asset does not belong to the tenant. It is not the tenant's to change. My answer for 4B is Option 1 only because the landlord is given notice. However, the form of notice cannot be "silence is acceptance." This is akin to saying: if I ask whether I can paint your car in rainbow colours and I do not get a reply, I can go ahead and paint your car. The general rule of law is that silence does not constitute acceptance. See *McGlone v. Lacey*, 288 F.Supp 662 (D.S.D. 1968). To put the onus on the landlord to reply within a certain time frame actually goes against the principles of good law making. It has to be an active agreement by the landlord.

215 Tenants should not have rights to modify a Landlord's home if they do not choose to have it modified. This would open up a whole kettle of fish (read problems) for landlords.

ResponseID Response

217 We own the property - not the tenant. We are very happy for our tenants to ask us if they can hang pictures, etc., and if they wish to hang a set of shelves, we would prefer that we do it to ensure that it is done properly and into secure mounting points in the wall. Who is responsible if the tenant puts up a bookcase and fails to secure it properly, and in the event of an earthquake or such like, it falls and injures or kills the tenant? If this comes in there needs to be a total waiver of any responsibility on the landlord for shoddy work by the tenant. However, the tenant should be responsible for all and any careless damage caused by doing modifications and/or removing fixtures.

220 I think if the modifications are very minor and specified then this is OK. My hesitation is that if these are not reversed well and are done with poor workmanship, what happens then? The landlord will be the one who has to cover the cost and that's not OK.

222 Hells No!!! Not a RIGHT to do it without Consent (because they can do such a hashed job of it). But I do agree with a RIGHT to request minor modifications, with the Landlord obliged to not withhold consent unreasonably, and with the Landlord having the right to do the modification themselves - and/or the Tenant being obliged to only do such modifications in a good workmanlike manner with fines payable if they do a complete hash job causing damages.

223 In my experience they always do very poor job as they don't think they are doing it temporarily.

225 to many bad tenant out there now and they cant even remove there rubbish

226 Provided they can get a renters insurance or equivalent to cover cost of any damage after they move. Give the Landlord notice before carrying out and major modification.

228 If there is a good working relationship between parties these things can be discussed at any time. Tenants take a property as is and issues like picture hanging etc can be included in an attachment to the tenancy agreement rather than a blanket authority that covers all tenancies. If the tenants wants to change the property they can raise the topic with the landlord and discuss it like adults. I do not agree with either option and don't like the trick questions like 4B below which makes it sound like a given.

229 They should be able to feel comfortable/ at home AS LONG as they don't destroy the place/ run it down and reverse what they've done if requested by the landlord

230 Within reason yes but tenants always seem to go to far

236 In my years of landlording and property management I have seen people make plumbing and electrical alterations without either asking permission, or letting the landlord know. This is unsafe and a minefield for health and safety and compliance implications for the property owner. My tenants are allowed to put up picture hooks, childrens decals etc and make the place a home but they are expected to do this in a careful and tidy manner, which they do for the most part. I would not want tenants making any larger modifications for the simple fact that the next tenant may not want it that way. Unless it is a lease situation, in which case the property has to be returned to the way it was at the beginning of the lease/tenancy.

ResponseID Response

- 241 I have purchased my rental properties each for hundreds of thousands of dollars and it is in my best interest to look after and take care of these properties. I have worked hard to be able to be in a position to attain lending from banks and am both liable and responsible for these mortgages and properties. Tenants don't have this vested interest in my property, they pay a weekly rent to live in my property not to make changes to it. This would make me seriously consider selling my rental properties because of the high risk involved.
- 245 We have had tenants paint kitchen cupboards, with poor quality paint over good quality paint, without our permission. No recourse to them to fix or compensate. Modifications should only be done with landlords input.
- 247 Yes but only if (a) they are restricted to those minor modifications, when in fact and in reality, those types of 'modifications' aren't actually 'modifications' at all. It's called 'making a home'; and (b) an additional bond must be paid to be able to make those modifications which may be used if the tenant fails to fulfil their make-good obligations when they vacate the premises. Same as commercial leases.
- 248 This will become a complete circus. Tenants won't want to pay for the reversal of the modifications. the Tenancy Tribunal will become even more overloaded from this option alone.
- 250 It is not their property. Full stop.
- 251 Some modifications may affect the structure of the building, and an agreement from the landlord is important cause he owns the property.
- 252 Damage to the property. The danger of non-OSH compliance. Amateur (non-professional standard) workmanship Failure to rectify any resultant problems when they depart. Neither option of 4B appeals.
- 253 Yes as long as they are minor. Quite often tenants will do this anyway and claim they never read the agreement properly.

ResponseID Response

257 The difficulty here is how do we define modification - what is acceptable for a tenant to undertake? If the tenants make the request, within reason and cost, i would always consider. From a health and safety perspective, I am not in a position to monitor if the tenant is endangering themselves if say they were to make an electrical modification. How would I know the quality of the paint use and the level of workmanship if a tenant is allowed say to repaint the house to their taste. Who would bear the cost of putting it back to its prior condition? I understand that a tenant wishes to make the place home. They can do so by say putting up their own curtains or hang pictures

261 Within reason and mutual agreement and a guarantee of returning property to original state if required.

262 Tenants should be able to request modifications as they currently can, however the landlord should have to be consulted because there may be things that the tenant has not considered. For example, we live in a townhouse and have a double thickness fireproof gib between us and our neighbour. If the tenant living next door was to penetrate the fireproof jib when hanging a picture, securing furniture or putting up a tv bracket this could put our lives at risk in the event of a fire. It's very important that tenants don't risk the lives of the neighbours by affecting the performance of the property in a fire.

263 Because these eggs are not real ones. This is ugly precedent when landlord has to pay to repair after goes wrong.

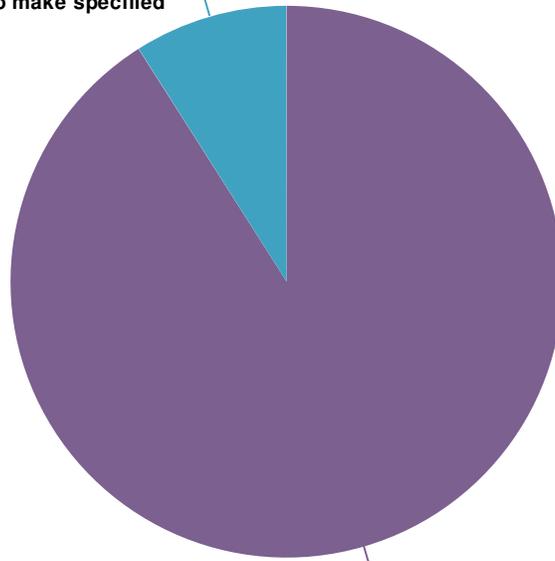
267 Yes but only with confirmation that notification was received and if a new tenancy then provided the tenant notified these before the tenancy was confirmed. It is your house but it is their home. A common one these days is mounting huge TV's to the wall. This should be allowed provided the bracket and attachments are left when they leave. This is cheaper then repairing the entire wall.

268 It is the landlord's/property owner's property and they have a right to say yes or no to modifications.

269 This answer means neither of 4B answers are applicable!

34. 4B. Of the two options, which would you prefer?

9% Option 2 - Tenant has statutory right to make specified modifications



91% Option 1 - Tenant to give landlord 21 days' notice of any modification

Value

Percent

Option 1 - Tenant to give landlord 21 days' notice of any modification



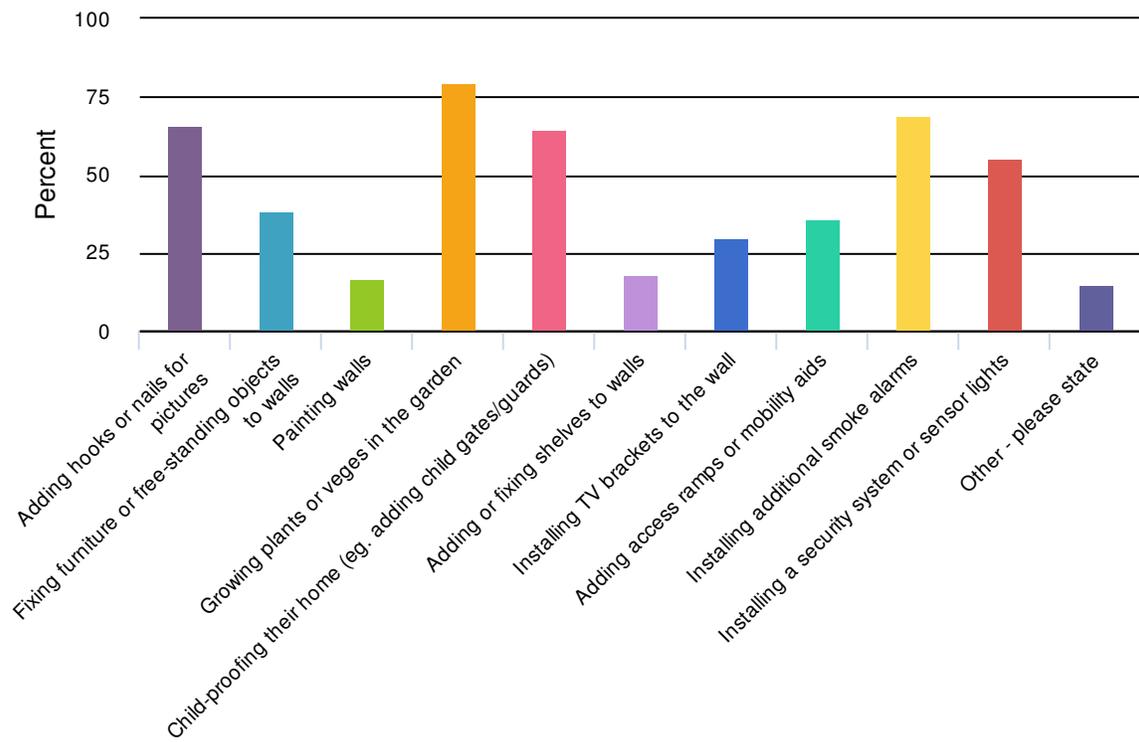
91.0%

Option 2 - Tenant has statutory right to make specified modifications



9.0%

35. 4C. If tenants are given the right to make certain modifications, which of these would you allow them to make (provided they are specified in the tenancy agreement)?



Value

Percent

Adding hooks or nails for pictures		66.0%
Fixing furniture or free-standing objects to walls		38.3%
Painting walls		17.0%
Growing plants or veges in the garden		79.8%
Child-proofing their home (eg. adding child gates/guards)		64.9%
Adding or fixing shelves to walls		18.1%
Installing TV brackets to the wall		29.8%
Adding access ramps or mobility aids		36.2%
Installing additional smoke alarms		69.1%
Installing a security system or sensor lights		55.3%
Other - please state		14.9%

Other - please state

All of the above and much more by negotiation. I have tenants that have done much more.

Anything provided it's specified in the agreement.

Don't think there should be an automatic right to these things. Should be able to be negotiated on a case by case basis.

None

None of the above as these need to be completed by professionals.

None of the above without prior consultation

None, I've already said this.

Nothing

Replacing curtains

Tenants should not be given the right. Any changes should be discussed with the landlord or listed in an attachment to their tenancy agreement. Most of my tenants approach me to discuss.

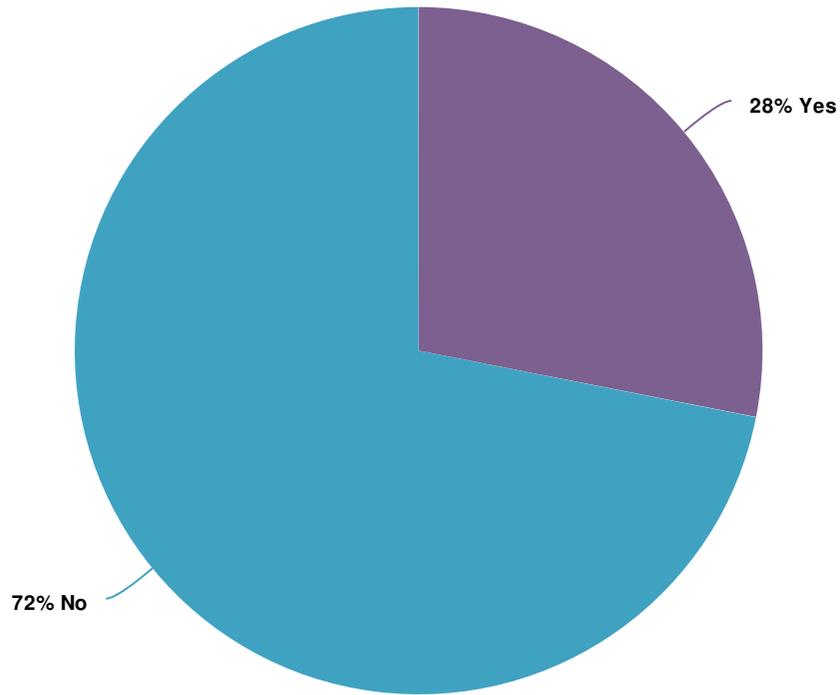
With regard to sensor lights, I would agree to these sensible devices however security systems raise a double edged sword, including filming people and potentially breaching their privacy. Who would be monitoring it? Who's responsibility would it be to ensure any filming was legal? Where would the data/footage end up? Quite possibly on social media-. I would have no influence over what was being filmed and whether it was lawful or not. Raises the potential of me being culpable for something I did not do. There would have to be VERY strict legal guidelines in place for this type of thing.

growing vege garden with permission so long as lawn is reinstated at the end of the tenancy.

i prefer to be given the option as well of making the modifications

maintenance that makes it more comfortable for them

36. 4D. If the tenant fails to reverse the modifications or causes damage when removing a fixture, do you think the proposed cost-recovery process (through the Tribunal) is fair and reasonable?



Value	Percent
Yes	28.1%
No	71.9%

37. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID	Response
29	Remediation of even small modifications picture hooks may require significant work. Provided the tenant is fully liable for repairs, including matching paint etc, then there's no problem.
34	Tenants have to respect the landlords asset. The government should know that the landlords are in a business submitting accounts and pay tax. Any profit from rental income is very marginal.
37	The tenancy will always side with the tenant. If the tenant changes a house it should be made the same with no argument

ResponseID Response

42	The current 4 weeks bond needs to be extended to cover this cost. Too frequently by the time the tenant is gone there is a deficit of money including the loss of the bond for other items.. That is evidenced by the TT stats. Again the big issue is the TT. The time it takes etc to get in front of them and get a ruling. Once we have a ruling then the enforcement of that ruling is pathetic to say the least. If we really want to make a difference beef up the enforcement.
44	Maybe they could pay an extra bond for each alterations. This specific bond can be used to fix any alternatives not reversed.
48	Extremely difficult to enforce
55	FULL LIABILITY NOT LIMITED LIABILITY
56	Too many stories of cost-recovery that are not enforced, leaving landlords with the bill to restore it to original conditions. I would prefer to increase the bond and retain the bond if modifications are not reversed. Extensive damage should go through the tribunal if they cannot be solved privately. However, if at the end of the tenancy, and some modifications are sensible, as a landlord, I may choose to keep it or reimburse the tenant for it for future tenants (i.e. paint colour on walls, garden trellis/bed, sensor lights/security system)
67	They need to pay for any damages else through their insurance.
72	Tribunal totally biased in favour of tenant
80	Tribunal ends up with drip-feed repayment that is either never started, or never completed.
81	cost recovery now is ineffectual. What would make anyone think higher levels would work?
82	The chances of actually recovering \$\$ via this process would be close to nil
83	It will take too long and the TT is always biased in favour of the tenant.
86	Removing fixture when reverse the modifications causing damage can easily be argued as unintentional damage, which means the tenants don't need to compensate a cent
87	Because it will not work
90	Time and effort required by landlord with no guarantee of cost recovery by tribunal. (using past dealings with tribunal where judgement has been in my favour only to have the tenant do a flit with no repercussions.
93	modifications if done wrong can damaged and devalue property. I spend a lot of time ensuring properties are decorated in the latest modern styles to attract good tenants - I would be horrified if someone changed them

ResponseID Response

102	The Tribunal is too slow to deal with minor issues of damage such as these would constitute. It wouldn't be worth it, so the landlord would be stuck with repairing damage.
105	The Tribunal never been any help too me in the pass. If wall brackets security systems senior lights etc are a fixture. then it should stay after tenant vacate property.
106	Need a bond to be paid by tenant specific for modifications.
112	Too much time would be lost to go through Tribunal.
122	tribunal cases will count up! Its just going to take far too long to resolve anything so its best if the landlord continues to have control over their property.
128	It most probably won't cover the cost and some things may be fine. Comes down to discussion with landlord. Communication is key.
129	given it would be a breach of contract it should be considered as a criminal act and pursued accordingly via moj or a similar system which will leave a dent in the tenants credit / personal history
131	Tribunal has not ruled fairly on this in the past
132	The tenants in my experience do not do this (nor for damage). You have to repaint at least the entire wall. Neither the tenant will do it or the TT award the cost to the LL (saying it had depreciated). I have had to repaint after a 6 month tenancy due to such changes.
133	If tenants put a lot of hooks on the wall, I guess seems like small damage but to fix it properly would mean replaster the whole wall, we need tenancy tribunals to support that. Or the tenants can use command hooks which would do no damage and a lot cheaper so I m stick with No, nothing tenants should do without approval.
141	Tt is already cumbersome and takes too long to get a hearing. This will add to their workload
144	Landlords do not make money, most have to work to help to maintain the running expenditure of the rental. Landlords are not rich pricks, just hard working people who pay tax and not depend on the government Winz. If tenants do not have social responsibility, the cost to reverse should be charged to tenant at cost supported by invoice or the tenant can reverse it themselves to satisfaction of landlord
145	If a tenant is giving 21 days notice how will they move out and remedial all action taken above? Very unlikely. More costly for landlord. \$5 week back for the next five years at tribunal win. Causing major distraction and off put here. If a landlord has a great long standing tenant, there is room for private negotiation.

ResponseID Response

- 146 No. Because there is no guarantee that I would get the full value of any repair costs I would incur. Also the cost of time chasing up such a situation with the Tribunal - who, incidentally, seem to be the go-to problem solver for all these proposals. How on earth are they going to cope? Lead times to resolve any issues are going to be much longer than at present.
- 159 Tenants will always do things on the cheap. You will end up with substandard repairs that need reworking in my opinion.
- 160 The Tenancy Tribunal, in its current configuration, is too slow a process and too lenient on tenants. Tenants should be required to take out specific rental insurance so that the owner has a means of redress for cost recovery that is quick and expedient.
- 164 I don't believe it should have to go through the Tribunal. It should come out of the bond if there's enough to cover it.
- 172 Sometimes tenants dig new gardens but then fail to maintain them. They would need to be prepared to put them back into lawn at the end. If they dig new garden and put in plants that enhance that is preferable, but landscaping should be agreed together. Small holes in the wall can be filled etc. Larger holes might need a professional to fill. Painting walls would depend on the skill levels.
- 177 long drawn out process to recover minimal amount through tenancy tribunal! I have had many tenants who can't even clean up properly when tenancy finishes
- 184 We shouldn't need to go to that trouble.
- 186 Recovery can be very slow, in some cases 5 dollars a week to cover works 'LL has already paid to rectify.
- 187 complete waste of time. TT is hopeless and provides zero practical recovery process. it is a complete failure. 90 % of TT applications are for unpaid rent and it can't even provide a proper recovery process for that, so trying to get anything for failure to reverse modifications is just a complete pipedream by those that clearly have no idea how the TT works and think that everything is currently fine. It is not, the TT is a complete waste of time.
- 192 I have a lack of trust in the tenancy tribunal who favours the rights of tenants rather than landlords and is ineffective
- 197 Time taken to go through Tenancy process. i.e. final inspection, request for works, not done, get trades person in, quote, book work, work complete, application to tenancy with quotes/invoices. Process would be 8-10 weeks potentially, and in this time the tenants whereabouts become unknown and there is little ability to redress and get monies owed paid. Difficulty of actually collecting monies awarded in Tenancy Tribunal

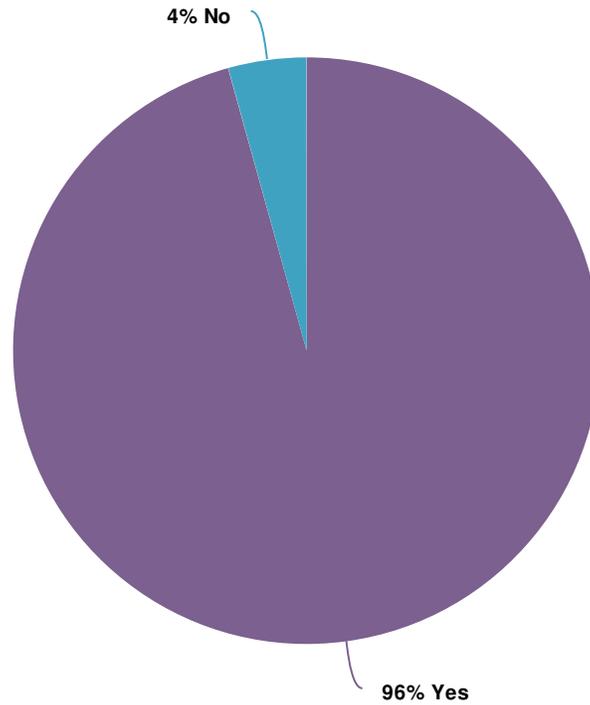
ResponseID Response

- 201 The Tenancy tribunal tend to side with the tenants anyway, even if you win you have around 80% chance of recovery, Most of the time the tenants don't have the money to pay or you can't find them. I once had a tenant who I took to the tenancy court, lied through his front teeth, had friends do the same, I was awarded a small amount \$30 pw repayment which he promised the adjudicator he would pay I got no money and three weeks after that went off to Australia....You just have to take a loss and many landlords can't cope so they bail out.
- 203 Repairs -such as fixtures to walls- can be expensive and not so quick and easy to remedy (- eg paint color matching, wallpaper pattern matching) and restore using trade persons and costs can be difficult to recover ... if not slowly paid back at a minimal amount . Meanwhile the LL is out of pocket to have the repairs made as quickly as possible for re-letting to a new tenant who may not appreciate the modifications that are not relevant to them or wanted by them Some modifications can be an eyesore and some can lessen the property street appeal Some modifications - eg sensor lights, security systems are an overall advantage to the property and the landlord should consider paying for these and keeping them as a additional chattel and asset
- 210 If the terms of the tenancy agreement are broken (i.e. property not returned in original condition, fair wear and tear excepted), then the cost of reinstatement is for the tenant to bear. Clear cut. No arguments about this. Take it out of bond. Yes, make it an unlawful act to not reverse the modifications or cause damage in the process of removing tenant's fixtures. Allow exemplary damages to be awarded to the landlord.
- 217 The tenant should be liable for all costs, whether deliberate or careless, to reinstate the property back to its original condition.
- 222 By then they're GONE - left the property - they don't care anymore. The Tribunal is a nightmare to use for anything ... drags on and on and on.
- 225 the tribunal has no power. I have lot of money sitting out there with no return
- 226 Tribunal always favour the tenants and will see this as accidental damage. Tribunal need to look at how it handles its processes. If landlord has insurance TT will always rule LL to use insurance and landlord to pay the excess. We need renters insurance to cover these modifications and any and all damage, be it intentional or accidental.
- 228 I don't know what the proposed cost-recovery process is but like any tribunal process it takes time and money. If there is damage, at the end of the tenancy the landlord has to repair at own cost in order to re-let and then chase the tenant. Unfair.
- 229 I have zero faith in the tenancy tribunal
- 236 I hear many landlords talk about how long it takes to get a hearing and result through the Tribunal now.
- 241 N/A as I don't agree with Question 4A

ResponseID Response

245	As long as the Tribunal can enforce their decisions.
247	Too arduous, time-consuming and burdensome. If it's clear at the start of the tenancy and an additional "modifications" bond is lodged, it should be fine.
248	I have made a claim to the Tenancy Tribunal (and won) for unpaid rent in the past - it was never paid. The system is broken.
251	The landlord has to keep the property in a good standard for the new tenant.
252	No obligation currently exists is the damage is 'accidental'. "Yes I was painting the wall and accidentally tripped over the tin of paint". "Ooops, I accidentally put a nail through a water pipe hidden in the wall".
253	Trying to get money out of tenants who have moved is a nightmare anyway.
257	The tenant would have left the property and it would be difficult to get them to do the modification. any cost incurred may exceed the value of the bond so it is very likely that the landlord will be out of pocket.
262	The liability for careless damaged caused by the tenant when removing a fixture should not be limited. A civilized society is based on people being responsible for their actions. If tenants don't want to be financially responsible for their actions, then tenants should take our insurance to cover that risk.
263	Tribunal is toothless and not worth it. Only way this works is for housing nz to rent all the private stock and sublet. And then it won't b/c will just be Note government depth.
267	If they have been allowed on the basis it needs to be rectified then of course they should do so and it should be enforceable. I imagine in most cases it will be an overall improvement and may simply remain.
268	It is VERY RARE that tenants repair the property to the same condition, which means the landlord will have to deal with it through the Tribunal, which is a total headache - takes too long, too much stress, then it's difficult to recoup the money from the tenant if they're not on WINZ.

38. 4E. Should the landlord be able to request a qualified tradesperson to make certain modifications?



Value	Percent
Yes	95.7%
No	4.3%

39. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID	Response
26	Because it should be done to a professional standard
29	DIY should only be a right in a home you own. So many people would make a mess of things if they tried to do it themselves.
34	Have to get consent of landlord.
37	Business have to be professional done by professional. Nothing less
42	Under the Building Act, electrical Regulations and many other laws these things are covered. Under Health and Safety the LL is responsible for the issues in the property. We cannot contract out of any Act.
44	A house is an asset. You would want any work to be done to a professional standard especially as it may effect insurnaces.

ResponseID Response

48	Only if it improves the property, not detracts from it
55	The building is owned by me & a tenant must not be able to do something that may damage or jeopardise the integrity of the building
56	Depending on the modification, such as security systems as they may affect the electrical system.
67	We do not need to do what tenants want.
72	Don't want house compromised, tenant stick 15 amp fuse wire in, it is a trust thing
80	Any work on a property should be done to a professional standard.
81	the risk associated with poor modifications is worn more by the landlord. Many people over estimate their skills in electrical or plumbing and many new comers to new Zealand are unaware of their obligations. Mistakes are left behind for others to fix or be harmed by.
83	This is a property worth hundreds of thousands of dollars and should not be subject to someone who maybe does not know what they are doing
86	In order to get CCC on a house to make it habitable, all works needs to be done by a professional, why should tenants be able to make modifications however they see fit and DIY?
87	It is their house and could cause more issues if not done properly
90	Like the landlord, the tenant should be required to have work done by a qualified tradesman to a mutually acceptable standard.
93	Could jepoerdise building code or building structure or integretary if not done right. Many non home owners have no idea about this. They have no ideas on permits etc
105	A qualified tradeperson at all times.
106	Safer for current and future tenants.
122	The tenant could choose their 'buddy' to be the qualified tradesperson, and so who is going to 'ensure' the tradesman is indeed 'qualified!'
128	Health and Safety.
129	if the agreement is to return the house how it was taken then a professional work must be performed which comes with tradesmen guarantee as again if the tenant moves on and 6 months later and the wall falls off no insurance would pay to fix it

ResponseID Response

132	if you want to attach things to walls, it is best to attach to studs. Tenants may not care or know to locate them and for items such as TV brackets, they may not be where they want the fitting and it is unlikely all screws/bolts can be inserted into an appropriate support. Inevitably you end with loose fitting brackets, then a hole.
133	Last thing you want is tenants diy disaster to be done at the property and they can just leave landlord has to pay to fix
144	As above.
146	Yes. Of course I should be able to request a professional qualified trades person to be involved in order that such work is carried out to an acceptable safe standard.
148	Health and Safety issues
151	The Landlord should have a right to ensure his property remains compliant and that tenants dont do work that would jeopardise this.
159	Tenants will always do things on the cheap. You will end up with substandard repairs that need reworking in my opinion.
160	DIY can be dangerous and in many instances the DIYer loses motivation part way though and the project remains unfinished and an unsightly mess.
164	The law should be followed at all times. Electricians for electrical, plumbers for plumbing etc
172	Some DIYers will not do a good job and might require repairs. Landlord's should not be forced to accept below standard work in their house.
177	we have to have H&S policy this should state work done on property must be done by qualified person, why would you let Joe tenant do work on your property? Exposing yourself if something went wrong no thanks!
184	If we see the need for modifications, we will employ a trades person, not the tenant.
187	if the change has the potential to affect property value or insurance.
192	At least I know that the modifications are done to a high standard to minimise damage to my property that I have worked so hard to maintain, save for and purchase
197	To ensure a level of professionalism is maintained in an owners property. Especialy, where there is any modification that affects any structrual part of the building as the costs of issues with weather tightness and/or remedial work can be huge. I have has tenants"paint" repairs. The quality of painting was so poor it was effectively vandalism. No cutting in, doors half painted, walls partially rolled. I did get a Tenancy Tribuanl decision in my favour. Reperations were approx \$3k, and being repiad at \$20 per fortnight.

ResponseID Response

203	I have seen some very shoddy DIY tenant repairs, & modifications and find it interesting (to put it mildly!) to see what tenants consider to be an acceptable remedy ! A recent tenant added a "man-cave" construction erected from scaffolding and ply wood outside of the living room. the structured was free standing , but it was an eyesore, made the living room very dark , killed the lawn underneath and introduced an element of late night drinking sessions inside the large newly created shed , upsetting the neighbors. It had to go!
210	If this change goes ahead, modifications need to be done by qualified tradespeople so that the works are of required quality and comply with building code.
217	The tradesperson will warranty their work - a tenant will not. How will the landlord know that a qualified electrician installed the sensor lights, or a builder installed the access ramps? We have had issues with Sky dish installations with leaks and corrosion issues on roofs of some of our properties.
220	If the modification involves the use of power tools etc and things that could do damage to the property if not used properly, then the landlord needs to know that the property will not incur damage by these modifications being done.
222	MANY people don't know how to do basic handyman work competently.
226	Where consent and/or build standards needs to be met.
228	Absolutely. It is the landlord's asset and it should be their choice. Imagine down the track another tenant might go the landlord for unsatisfactory modifications. What then? landlords have to be able to protect and future-proof their assets.
229	Only certain ones where the consequences of incorrect modification could be really bad/ costly/ dangerous
241	N/A as I don't agree with Question 4A
245	Depending on the modifications. example. Large holes in walls should be fixed to a tradesman like manor.
247	Absolutely, yes. The landlord is subject to work safe legislation whenever any work is carried out on the property and, as it's their obligation to comply with those laws, the landlord must be able to control the process for any work carried out on the property. Also, a landlord wants to make sure that the work carried out on their property doesn't cause damage to the property; if the landlord engages a qualified person to do the work and that person causes damage to the property, then the landlord can deals with that through the appropriate channels, outside the tenancy laws. But, if the tenant carries out the work and causes other damage to the property, the landlord can't do anything about it and has no recourse to get payment of any damages from the tenant and the landlord is left out of pocket.
248	For quality assurance and health and safety regulations.

ResponseID Response

251	A qualified tradespersons would give qualify job.
252	As per reasons stated above. Why should amateurs attack my property?
253	Definitely depending on putting up TV brackets. I have seen walls butchered by tenants not geing able to find studs
257	If a tenant request a modification and the landlord consents to it, it is not unreasonable to expect that the work be carried out by a qualified trades person.
261	Because certain modifications require a professional
262	The property was built by qualified tradespeople. Unqualified tradespeople could create a health and safety issue for property managers visiting rental properties, creating issues with the Health and Safety at Work Act 2015. They could also create issue by breaching fire safety.
263	My asset
267	Absolutely. No cowboy jobs or dangerous home handyman jobs should be allowed unless it is obvious they are capable and legal.
268	It's too risky for a tenant to make their own modifications - they don't know what's behind the walls, they may not have the skills to do a proper job, which could damage the property.

40. 4F. What could the Government do to make you feel more comfortable about giving tenants rights to make modifications?**ResponseID Response**

26	Take financial responsibility when they make a mess.
29	Before and after photos compulsory. If it ends up in tribunal, then there's no allowance for 'depreciation' ie If the wall is old and the paint is discolored, the tenant may need to repaint the whole wall (and maybe room) if the repairs to the picture hook holes required it.
34	1. Consent from landlord 2. Bond if modification too big 3. Guarantee that modification to be reversed back to get bond back.
37	Obtain extra insurance for. Doing so and increase the rent to cover it

ResponseID Response

- 40 The properties belong to the landlord, and tenants may not fully understand what they are doing, or may not understand what 'minor' modifications are. Landlords need to have some control over the process.
- 42 Much of the above. Ensure it complies with all relevant Acts and Regulations. Ensure that it doesn't compromise the LL insurance. ensure that the tenant is held responsible as they should be for faulty work or damage. Beef up the rules under the RTA to hold tenants more accountable and money recoverable when things go wrong. Increase the bonds or require the tenant to have insurance and produce a yearly certificate of coverage. (This has other benefits as covered earlier.)
- 44 Asking them to pay an addition bond for EACH alteration/modifications.
- 45 by not approving it
- 48 Enforce that if the property is not put back to original condition then reparation MUST be made. I'm pretty sure we all know that this is not going to happen though..
- 55 I support the tenant making minor modifications to make the house their home but they must bear full responsibility for changing it back when they leave
- 56 Make modifications a part of the tenancy agreement.
- 67 Tenants should have NO rights to make any modifications in any circumstances.
- 72 Buy my houses off me
- 75 Leave the right of modification just with landlord. Still we can add some modifications but not all as this might damage the property
- 80 Nothing that the Govt could do would make me comfortable about any right to modify a property. Some tenants have chainsawed out walls, removed fences, painted over windows, painted murals on the walls. All of this has been repaired at the owner's expense.
- 81 very limited actual named changes and the use of tradespeople for certain tasks.
- 82 Increase the BOND to six months rent, so there is actually some \$\$ for the landlord to claim back from.
- 83 Provide housing for tenants who want to modify a property that they have not paid for.
- 86 Reverse osaki ruling and make renters insurance a must
- 87 Requests, not rights. Robust way to ensure will be returned to previous condition
- 90 Increase bond held, to account for cost of removal of modifications if tenant fails to keep to agreement.

ResponseID Response

93	Not allow it or only certain ones like picture hooks with 3m etc and repaint effected walls at the end etc
102	There needs to be a guarantee that should tenants be allowed to make changes to property, the landlord would be compensated for the damages by a government backed entity.
105	None - all it would hve too be in reason & both landlord & tenant both agree on modifications.
106	Gurantee repair from modifications.
112	Modification with consent of the landlord.
122	nothing, we are not confident at all! As the property owner, if any thing untoward happens, we have to be sure that insurance will cover any claims. This will give the insurance companies reasons to decline any claim!
127	Provide a clause that the tenants should reverse the modification when the tenancy ends
128	Tenants pay higher bond to be in a house if they want changes. I as a landlord don't mind them doing things as the place is a rental and it would only be an improvement for the tenant.
129	ramifications for what they do ... if they dont tend to the agreement this will be an unlawful act and taken through criminal court with according charges
131	21days notice if no response the notice is deemed unaccepted
132	Create a commercial type lease. Tenants must completely reinstate at the end or the LL takes ownership (by agreement).
133	Tenants have to pay landlord first for the cost would require to put back to original conditions by tradesmen prior to make and modification
142	nothing.Don't like this provision
144	Any modifications must have consent of landlord. Property is a very expensive asset which belong to the landlord.
145	The tenant should be on a bonus points system with feedback in this country. If you are a great tenant with no issues. After a year, perhaps negotiations could be made using a qualified trades person to undertake required work at the cost of the tenant.

ResponseID Response

- 146 Nothing. It is my property and I have a legal responsibility to maintain it to a good specified standard. Tenants standards may well vary from my own and I cannot allow any unauthorised work to take place. As mentioned in question 4a, the Banks and Insurance companies may well have a view on this given that a mortgage, for example, is agreed on a set of principles that any proposed modifications may vary.
- 148 Make tenants inform the landlord what is being changed, take a before and after picture and then at the end of the tenancy it needs to be put back to how it was.
- 151 limit the modifications
- 159 NOTHING - its my house - you people are crazy thinking I would allow anyone into my half million dollar house to repaint or modify whatever the hang they feel like doing. This proposal is nuts. Tenants can get by perfectly well with non permanent furniture and putting their pictures up for a splash of colour
- 160 Tenants should be held responsible for reversing their modifications unless the landlord agrees. Modifications can be extremely individualised and not to the general populations taste. They can also be undertaken to a poor standard. Landlords should be given the right to refuse modifications.
- 164 They could cover the cost of the repair for damage in the event it goes to Tribunal.
- 170 Ensure the landlord has the ability to veto modification requests. Ensure the landlord has first right of refusal for completing the modifications
- 172 Ensure that costs to reverse/repair are enforced. Ensure that landlords have the right to decline a request they are not happy with.
- 177 nothing, not comfortable at all. It is my property! I am happy to negotiate with a tenant who wants to do work on a place but don't want tenants to have the right to demand they will make changes to my property as their right!
- 184 Nothing. Tenants should not get that right. They can ask the landlord for modifications.
- 186 More surety on cost recovery for any remediation or repair from damage by tenants doing DIY work causing structural or other damage due to lack of expertise or knowledge
- 187 Resign, and stop all the anti landlord legislation. Provide PROPER enforcement powers to force recovery of TT orders from tenants.
- 190 If we rent an item i.e library books, toys, appliance, cars - can you make an alteration. ? No. So why is renting a house any difference?

ResponseID Response

192	None, it should be a case by case basis for landlords to decide. for example if a tenant looks after the property and is reliable and responsible then I am more likely to trust them and approve their request for modifications. IT SHOULD BE ULTIMATELY THE RIGHT/DECISION of the landlord who OWNS the property, has to maintain it and PAID for it with their hard earned money!
197	Bond amounts held for the works completed if the landlord was intending to "undo" them.
201	Make sure the government pay if the tenant doesn't or make them have compulsory insurance. Often I don't go to the tenancy tribunal as its a waste of time if you cant sort it out, your changes they will is minimal its not worth your time or money.
203	I cant think of anything that would make me feel comfortable at having a property of good standard be subjected to modifications that would not necessarily suit future residents and may prove difficult and time consuming to recoup costs to remedy.
206	Currently I don't trust them
209	Qualified tradesmen only.
210	What's the point of changing things without having the data to support what the changes are supposed to solve? It's a waste of time and energy. The current law adequately provides for tenants to request making modifications to the property. It works!
215	Nothing. Government should back down from trying to give tenants rights to properties they don't own. If you own a property you should have sole rights on what is done with it not be told that some other party now has a right to change your property.
217	Warranty all work done by tenants and ensure that tenants are liable for the total cost of reinstating the property back to its original condition.
220	The landlord needs to know who will be doing the modifications and whether they have experience doing this type of work.
222	Underwrite the Damage repairs - if damages cause, make a claim, and the Govt reimburses you. HA! Like that's going to happen!!!!!!!!!!
223	So house is in good condition when tenant leaves the property. Tenants to bring it back to original condition. Increase bond to 6 weeks so landlords can deduct if house is not in original condition.
225	making shore the landlord gets pay out of the award short fall

ResponseID Response

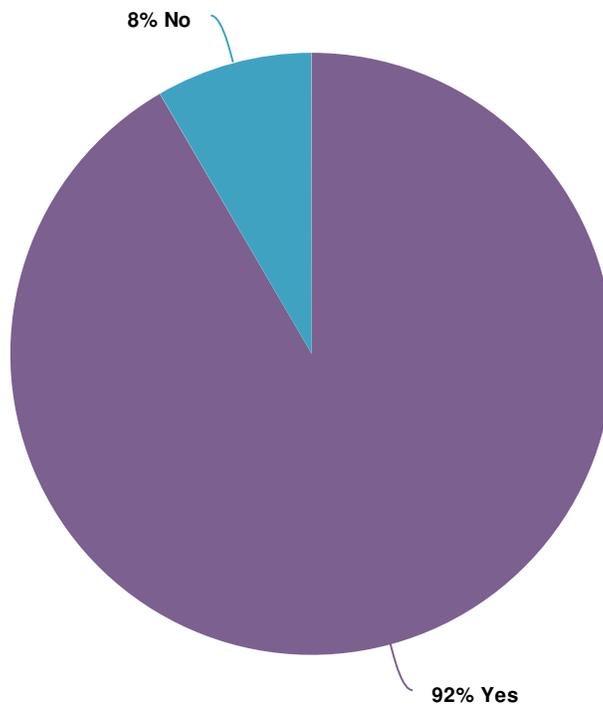
226	Renters insurance or make so any damage done by any of and all tenants and anyone associated with any of and all tenants, they have to pay for any and all damages cause during their tenure be it intentional or accidental. This could also help to reduce rents as it give landlords certainty that there asset is protected from damage and it will make the tenant less inclined to want to cause any major damage.
228	Nothing.
229	Insurance scheme that pays out if tenants don't reverse the modifications as requested by the landlord. A service that goes through the rental to undo all modifications at the end of each tenancy paid for by the tenants (i.e. bond?)
236	Not allow tenants to make any modifications without the express written permission of the property owner.
241	N/A as I don't agree with Question 4A
245	Ensure that the Tenancy tribunal can enforce the rules without Landlords needing to go to further courts.
247	Separate modifications bond. The landlord has full discretion whether or not to allow any modifications requested by the tenant i.e. NOT prescribed modifications by statute.
248	Nothing.
250	Nothing. Must be up to landlord. Tenants don't listen
251	A mutual agreement from both the landlord and the tenant.
252	100% insurance recompense for all and any damage, repairs or rectification.
253	Make it easier to chase rent owed and to have a much quicker turn around time for tribunal applications.
257	nothing would make me feel comfortable
261	Have clear and easily enforced ramifications for non-compliance.
262	Tenants need to be fully liable for any damage that they cause. This should not capped, instead tenants should have insurance to cover this risk if they are going to be allowed to make modifications to properties.
263	Changes by registered trades. Bond gets increased by the amount needed to reverse upon tenancy conclusion
267	Tenant guarantees, higher bond by negotiation if required and sensible enforcement by the tribunal for any breaches.

ResponseID Response

268 Give landlords the right to say no to unnecessary modifications (eg. hang TV on wall, hand bike rack on wall), and allowing the landlord to be involved in saying where the modification should go. It is their property after all and the landlord is the one who has to deal with the consequences when the tenant leaves.

269 None, this should be a discussion between the 2 parties and generalising on options isn't the best approach.

41. 5A. Should a landlord have the right to refuse pets on their property without giving a reason?



Value	Percent
Yes	91.6%
No	8.4%

42. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

- 26 Because not all tenants are responsible pet owners
- 29 It's the property owners asset. They have the right to decide how that asset is used.
- 34 Certain pets destroy condition of property and can be anti social to the neighbourhood.
- 37 How does this help a Landlord to keep his property in goog quality. Good for the tenant but in no way good for the property and nieghbours
- 40 I despise the smell of dogs. It can be very difficult to remove the smell of dog from a property. Please don't force me to allow dogs on my rental property. I HATE DOGS!!!
- 42 Reason being that often the LI doesn't meet the pet, and tenants have a habit of ignoring the "no Pets" rule. One visits to find some nice pussy or friendly dog which is all fine. After spending 9 years knocking on doors daily I can say that not all pets are nice and not all owners care or are bothered by their pets. I can say that as a person who cleans curtains for a living that cats are the cause of much damage to curtains and dogs chew up blinds. (Its all true).
- 44 The financial cost of a house and the damage that a pet can do. We have a dog and it's been trained but she can still cause some damage. Jumped on a chair and it fell back into the sliding door. Even of the tenanat is liable for the excess it effects the no claim bonus going forward. Especially if there are a few different "events".
- 48 We own the property! This is not a public service that landlords are providing. If you want to liberalise this whole process then the govt should buy thousands more houses and then just let people do what they want. Pets can and will cause damage! A rabbit in the backyard in a cage, no issue. Two Rottweilers barking all day, destroying fixtures, defecating on gardens or even worse inside - huge issue. It should be up to the landlords to enforce a no pet rule. That is entirely reasonable.
- 56 Pets can be very difficult to keep clean and even a carpet clean at the end of the tenancy may not guarantee full cleanliness. Unless our tenant is long term and have established trust, I would be hesitant to allow pets in the rental property with carpets. Our landlord in Singapore allowed us to get our puppy. However there are no carpets in Singapore and messes can be cleaned up easily without leaving a smell. Also, the apartment was unfurnished, therefore if the furnitures had stains, it would be our responsibility as that was our property.
- 67 why do they need pets?
- 72 Have had to deal with gigantic mess left by huge hound, Tenancy Tribunal useless. The tenant had stated 'small dog'
- 80 All pets cause damage. Cats and dogs urinate and defecate on carpets. I've had a dog that was locked up chew through a door

ResponseID Response

81 cats do wreck carpets and you don't really know until its done. Carpet cleaning does not fix it since the underlay soaks it up as does the floorboards. Dogs bark if tenants are not home.

82 We let friends rent our house, thinking we knew them & their pets. On moving out we had to replace one rooms carpet due the spraying in that room. My parents also had horrific time when a worker had permission for one cat, they knew that had increased over time to more. The whole house had to have carpts thrown out (so bad gagging & reching envolved) floorboards had to be scrubbed & scrubbed with baking soda to get the smell out...property had to be left open & aired for weeks to get the stink out. ALL whilst going un-tenanted. ALSO if I don't let my own children have a pet, why should I have to allow tenants children to???

83 Allergies, pets locked inside all day or digging up the lawn, barking annoying neighbours, smells, damage, the list is endless.

86 All puppies/kittens have accidents inside the house. What happens if the next set of tenants are allergic to animals, does that mean the landlord has to pay to recarpet the house after every tenancy at their own cost?

90 In the past tenants have had pets where by agreement they were to be kept outside and any damage to be repaired only to have tenant leave, leaving behind damaged and stained carpet, and damaged weatherboard and railings on stairs.

93 If cats pee on walls and it soaks into timber the whole timber needs to be replaced. If you had a child with sever allergies you would know half the carpet cleaners will never get rid of that danger - the inside of property is scarred.....fleas and all sorts come into play

105 Some tenants are responsible with pets & alot of them are not with my experience with tenants & there animals.

106 A dog can wear out carpet in 1 year. Who pays for this ? The tenant should as the price for owning a dog.

112 I for example have severe allergic conditions, especially when it comes to cats. I cannot live in a place where a previous owner had a cat. It would seriously put my life in danger. I am also aware of dog owners who don't toilet train their dogs. Their dogs would pee and poo in the house and the smell soaks into fabrics (eg sofa, curtain, wall paper). Not only is this a serious health concern to the next tenant, but it also makes future rentals harder and may cause unnecessary disputes with the tenant when it come to cleaning. Are we saying apartment owners now can all have pets?

122 Pets - what is a pet? I don't want to allow pet rats or mice. If they escape, they can cause thousands of dollars worth of damage to pipes and electrical wiring. And what about their residual smell or odours or fleas.

ResponseID Response

128	Depends on the pet. Pets depending on their owners will cause damage and wear and tear.
129	again the tenants should feel like it's their home and if the pet is part of their home so be it but mutually negotiated terms and what will happen to the relevant damages
132	Some properties are not suitable for pets either by the property design or location (in a set of flats). Some LLs are allergic.
133	Owner of the property should have a say what's allowed what's not
139	Once again it's a privilege not a RIGHT. My tenant has a cat and it works fine with me. It is well managed. Neighbour (in the same block of flats) had a cat that turned into 10 cats after about 2 years, causing major problems with neighbors etc. Should be stipulated in the agreement about type of pet and number of pets.
144	Pets cause more wear and tear to house and sometimes anti-social to neighbours. Current law is good, if tenants want pet, they can have choice of renting from la flores who aloe pets
145	Pets are obviously not for everyone.
146	Whilst pets are seen in most instances as part of the family, they are however a domestic animal requiring specific care and attention. As such my rule of thumb would be to refuse them as I have to consider the longevity, maintenance & care of the property in question.
148	Its the owners property, not the tenants. Pets can cause more wear and tear on a property, property may not be suitable, cross lease and body corp rules
154	They damage property and smell. Although not intentionally
159	Some people have allergies so subsequent professional cleaning would be required.. The Osaka ruling where the tenant won the case of "accidental damage" where their dogs peed all over the carpet inside was deemed accidental is case and point. Reverse that decision/ruling then I would consider allowing dogs - however even then youd want the tenant to have some form of pet insurance. Most of my properties are unsuitable for dogs anyway due to BodyCorp rules or confined living with neighbours close by and insufficient fencing. Does this mean I need to fence all properties to allow for any pet?

ResponseID Response

160 More landlords appear to be becoming more pet friendly and the NZPIF is encouraging this. However, pets can present enormous problems for the owner plus other tenants and neighbours. Unless the pet is of a type that can be contained (such as a fish or bird) and therefore cannot cause damage or upset neighbours, owners should have the right to refuse them. There are too many unknowns such as the size of the animal, potential for damage, how many animals there might be, whether the animal is toilet trained and whether the animal will cause problems for other tenants or neighbours. If any neighbours or tenants object to pets in writing, then this should be a reason for owners to refuse pets. Given that Tenants are only partially responsible for damage they or their pets cause, a landlord should be able to disallow pets at their discretion.

164 It's their property and if they don't want pets, that's their choice.

172 Our tenants have pets, however we have experienced damage to our properties. Often the "outdoor dog" is allowed inside. That explains the scratch marks on the doors and door frames, and ripped curtains, as well as the broken glass door that the dog broke as it went through the cat door. Cat pee is extremely hard to get rid of. Treating flea infestations can make the house unavailable immediately for new tenants. We will probably continue to allow suitable (trained, friendly etc) pets, however there needs to be responsibility on the tenants for any damage their pets cause.

177 not all properties are suitable for pets. I have had tenants trying to keep dogs on properties that have shared outside space, how do you think that went down with other tenants? or someone that thinks it is ok to have 3 large dogs in a 1 bedroom flat?

184 Experience tells us pets do cause damage. We want to protect our property. We have experienced cat pee smells and stains that required replacing carpets, scratched wallpaper and doors, clawed carpets, nuisance to neighbours, etc

187 Body Corp rules often prevent pets, but even if they don't, Pets cause extensive damage that can be costly and time consuming to repair - urine in carpets, scratched doors, walls, skirting boards, floors, garden and fence damage. this can easily exceed even 4 weeks bond.

192 IT IS OUR PROPERTY!!!!!! who is going to end up paying for the damages because of our terrible lack of rights for landlords and ineffective tenancy tribunal? LANDLORDS! We paid for our property, we should have the rights to decide this for our own property which we have to maintain!

197 The cost of unintentionally damage eg cats peeing on carpets that need to be replaced, and insurance covering on a room by room with multiple excesses makes this a horrible proposition. A dog chewing doors and corners of walls.. is that unintentional? How long will insurance companies be willing to fork out for pet owners not taking responsibility for their pet. This alongside not being able to give a tenant notice could lead to significant damage to a property. Like a home owner, a tenant who chooses to have a pet, should be fully responsible for their pet. Until this is the law, then landlords should be able to refuse a pet as they are not in a position to have day to day management of the pet.

ResponseID Response

- 201 I often allow pets as I am a pet lover, but sometimes regret it. Problems Ive had with pets, cat peeing on the carpet, vomiting dried cat food and staining the carpet. Outside dogs tenant leaves their poo behind and takes about three months to get rid of the smell. But generally I allow pets with an 1 week extra bond, but many tenants stop paying rent and use their bond to pay for the final rent payments.
- 203 I have concerns and my personal health and safety with dogs at a property. Tenants often believe their dog is "harmless" which may be the case around their family but I have been scared and aware of being mauled by such family pets when performing routine inspections Pet urine in carpet is a huge expense and insurers view each incident as a separate claim with a separate excess . The cumulative excess for each incident soon surpasses the cost of the - depreciated - carpet value and a landlord can be thousands of dollars out of pocket with having to replace the carpet . Carpet cleaning is sometimes ineffective with urine penetrating through the underlay and into the wood flooring leaving an odor that is difficult to remove The last such property cost us a few hundred as a first response to try removing the odor with professional carpet shampooing and in the end cost several thousand dollars to replace underlay, treat the floor boards and re-carpet Not to mention several weeks lost rent
- 210 The landlord needs to ensure that the property is suitable for a wide spectrum of potential tenants. The current tenant won't be renting that property forever. Having a pet may render it unsuitable for people with allergies and shrink the pool of prospective tenants. It's a business decision and the prerogative is on the landlord whether to allow pets or not. I had a property where the tenant had pets (despite being not allowed to on the tenancy agreement). The house stank and floors were damaged. Flooring had to be replaced at great cost to me for the place to be ready for the next tenant. Never again! I have not forced the tenant to rent my property. They don't have to rent from me if they want to keep pets.
- 215 Some Landlords are not pet owners so why should they be forced to allow pets in their rentals. Tenants should find rentals that accommodate their needs not force Landlords to go against their beliefs. It can cost many thousands of \$ in damages. ie a tenant we had got 2 puppies without asking then said they would make sure there was no damage. They chewed furniture, scratched windows, wrecked grass and scratched decks and caused problems with them wandering around the neighbourhood and these were generally good tenants. We asked that they be outside dogs as they were big breeds but there was evidence of them being allowed inside. Often it is not a matter or cleaning carpets but having to replace them due to stains, smells etc.
- 217 Again it is our property and we should have the right to decide who lives there and what they bring with them.
- 222 Again - it's THEIR property - so they should have the right to determine who resides their as their Home (human or other animals).
- 226 Pets are destructive to property assets. If the owner is willing to pay extra for damages their pet will cause then no problem. Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available.

ResponseID Response

228 The property is an asset of the landlords and as such the landlord should have the right to make choices such as whether they will accept pets and under what conditions. They should not be forced to accept pets. I used Pet's Agreement which lays out the terms and conditions of having pets on the premises. I do believe a landlord should be able to set a bond - I've had too many instances of tenants lying about pets inside, damage to carpets and underlay etc.

229 Pets need a home too

236 I have always allowed my tenants to have well behaved outside pets (and the occasional inside cat) but this is my prerogative. I have had to replace carpet that stank of dog and would never again allow dogs inside the house - in fact, they weren't allowed inside during that tenancy but the tenants lied about it.

241 As previously stated, the rental property is mine and I am liable and responsible for it. Ultimately I should retain the right to refuse or allow pets. Currently I allow for pets except for dogs and this is written on tenancy agreement. Also, if a tenant uses my insurance for a claim, it affects my future insurance policy premium - if in fact my insurance covers that sort of damage. Seems there is extra risk for Landlord on this.

245 Tenants tell us that their dog is an outside dog. We always find that the dog has run of the house and often left locked inside whilst tenants are out. Carpet cleaning does not remove pet stains.

247 Currently, people with pets are having to pay more rent because so few landlords allow pets in their property. This is largely due to the fact that the landlord has no legal recourse to make the tenant pay for damage to the property caused by the tenant's pet(s) - whether intentional or unintentional. Tenant should be held accountable for their pets regardless of whether the damage is intentional or unintentional - they're fully grown adults who should take responsibility for their own decisions in life like having a pet. A pet bond of an additional 4 weeks rent should be compulsory if the tenants have pets. An acceptable reason should be for example that the property is part of a body corporate and the whole complex would become unseemly dirty if all 400 units had pets in them; therefore pets are not allowed in that type of property.

248 Landlord owns the property = his/her choice.

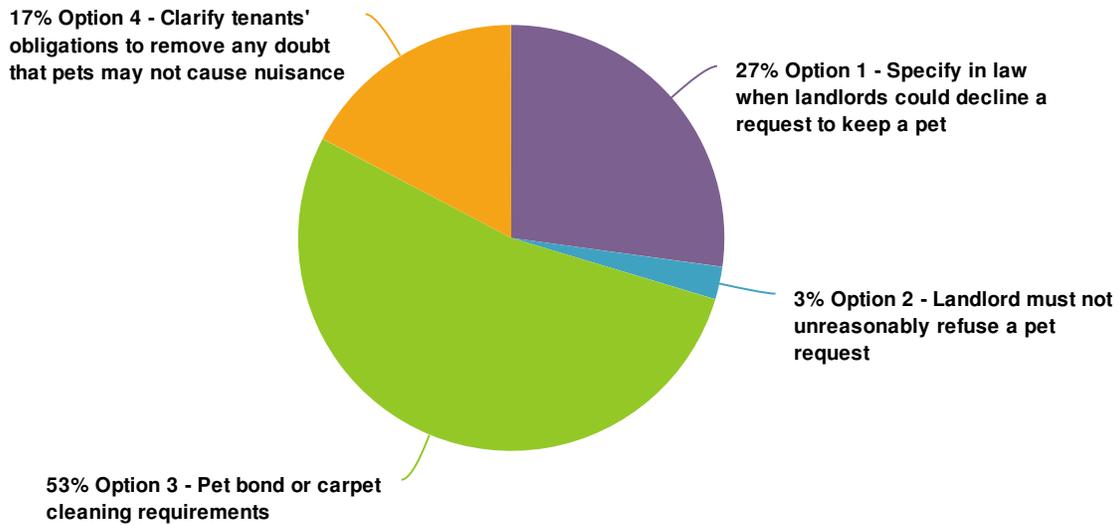
252 Many properties are not suitable. Damage can be long term eg flea infestation Annoyances to neighbours.

253 Up until the last year I have always allowed tenants to keep pets. But now it's by negotiation. The bad owners cause so many problems and the biggest problem apart from having to replace carpets/lino is getting rid of fleas afterwards. I've had a couple of properties where it has been an ongoing battle to get rid of the fleas and have had to keep them empty. Also outside dogs become inside dogs overnight and the damages they cause are major. Chewing on wooden door frames, scratching on walls along with the stench. Quite often carpet cleaning does not work and the carpet needs to be removed to get rid of the odor.

ResponseID Response

- 257 it is the landlord's property and it is their right to have this choice. Often a landlord chooses not to allow pets because the RTA does not protect the landlord from damages incurred. As a landlord, if the property is suitable for a pet, I would be prepared to be accommodative for a pet if I can have the following added to the tenancy agreement: 1. ask for extra rent or increase the bond over 4 weeks to cover for any likely damages 2. compulsory flea treatment and professional carpet at the end of the tenancy 3. clearing the grounds of animal excrement regularly and at the end. 4. a review of the Osaki case so that tenants can be held accountable for damages even if the landlord has insurance.
- 262 We allowed a tenant to keep a dog at our property. The dog had been through training. Their dog developed a bladder issue, which meant that would pee in the house. It peed in every room in the house multiple times. They did not tell us about this, and we only found out at the next 3 monthly property inspection. When we came to claim on insurance, the insurance company only paid for carpet in the living room, as they said every room was a separate incident and subject to a separate excess. The insurance companies paid for about \$600 of the \$4500 carpet. The tenants bond was \$1200. As a result, we are hesitant about tenants and dogs, especially now that liability is limited.
- 267 This should be clearly stated at the beginning of the tenancy. If the landlord does not want pets and clearly notes this then the tenants need not take the property. To knowingly take it and then demand a pet is completely unreasonable. For the record I am pro pets but this should be agreed up front and not enforced upon any owner.
- 268 Pets, if not well behaved, can cause MAJOR issues to the property - urine damage, scratches, smells! They ALL take a lot of money, time and stress to fix. I inherited a tenant once who had 3 dogs. When she left I had to replace everything - carpet, drapes, clean up and repair the garden, etc etc. at my cost as the bond covered hardly anything. Not only was it highly stressful, I lost lots of money to repair and in lost rent due to the time to repair. I vowed never to allow pets again!

43. 5B. Out of the four options given by the Government, which would you prefer?



Value	Percent
Option 1 - Specify in law when landlords could decline a request to keep a pet	27.2%
Option 2 - Landlord must not unreasonably refuse a pet request	2.5%
Option 3 - Pet bond or carpet cleaning requirements	53.1%
Option 4 - Clarify tenants' obligations to remove any doubt that pets may not cause nuisance	17.3%

44. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	Who I may think is an irresponsible pet owner may not be what the law states.
29	I select all options
34	Current legislation should stay, no government intervention required. It's up to landlord to decide.
37	Landlord could take out pet insurance in for damage on the tenants behalf where they pay it through increased rent

ResponseID Response

40	If landlords allow pets, they should be allowed to charge a pet bond and require carpet cleaning. BUT they should not have to allow pets.
42	1,2,3 &4.
44	However the carpet cleaning should be an annual thing to happen. If a tenant has been in a house for 5yrs and the pet has had a few toilet accidents that's too long for the carpet clean to be effective.
56	Include that they will bear the cost of changing the carpet if stains or smells cannot be removed by professional cleaning. We have a dog and we know their urine cannot be washed out if it was not discovered within minutes of them soiling it. We have had our carpets professionally cleaned twice and the stains don't come out. If we sell the house, we know we will need to change the carpet in the whole house. If the tenant cannot bear this cost, then a rent increase per week as a 'keep back' can be arranged so that when they do decide to leave, or if the carpets have been in such a state after several years, the funds can be used to change the carpets.
67	Last cat destroyed my carpet and furniture.
80	Should be a clause on the tenancy agreement that says a tenant may not keep a pet just like the sublet clause.
83	Cat pee cannot be removed even with commercial cleaning of carpets. Cat and Dog doors will allow anyone's cat(s) to enter the house and mark.
86	Black and white reasons for declining pets needs to be outlined by government, otherwise landlord really doesn't have a say in who lives in their property. Would the same rules be applied to motels /air bnb? They are no different in nature of providing accommodation?
90	Not happy with this option either as experience in the past has shown that tenants just don't share the same care and the cost of reinstating property.
93	PLEASE ALLOW US TO SPECIFY NO PETS INSIDE - SO MANY KIDS ARE ALREADY SICK
105	I also like the wording - Pet bond plus carpet cleaning requirements.
112	I can't think of agreeing to any of those due to my allergy condition. I'm sure there are more people out there, like kids with asthma, that will have the same health issues.
122	None of the above. Why should the government have any control over our property like this!
128	Clarify obligation, pet bond and carpet cleaning required.

ResponseID Response

129 all 4 options are great but the most important one is like modifications to the house is to make sure tenants are not only fully aware of the nuisance but also the breach of the act / agreement may end up with breaking the law by passing tribunals and going straight to court

132 Even though I have given permission for one tenant to have two cats, they are always indoors. I was surprised how much wear and tear they have caused to the cupboards, skirting etc. The tenant should be made to pay for resurfacing and painting but my impression is that the TT will say it is fair wear and tear.

142 landlord should always have the right to say no, just like in your own house. You don't have to allow animals in

144 As above

145 Bonds of complete carpet cleaning/replacement. Floor scratching of certain finishes. Lawns to be fixed. Odour. Stains. Hair removal. If all is ok, bond can be given back or kept for remedial work.

146 Again the options are somewhat restricted and the question suggests the law will be changed in favour of the tenants proposed requests, why I am I only allowed to pick one?. All these options should apply. The phrasing of the questions predetermines that pets are to be allowed and the options above are the only ones on offer to LLs. Whenever I advertise my property I clearly state in the advertisement "No pets". Only tenants who find this agreeable apply for my property. I have allergies to cats and I cannot guarantee that future tenants may also not have similar allergies. I would prefer to offer my property to a wide range of potential tenants, including those with health issues, rather than only to those who wish to keep pets.

148 Wear and tear Damage to the owners property should be able to be fixed immediately When a tenant moves out sometimes we need to get carpets cleaned professionally so having this available would help Could the carpets be organised by the PM every time and taken out of pet bond

151 Options 2-4 do not allow for other overriding regulations such as Body Corporate rules

159 I have one tenant bring their cat. The cat liked the kitchen sink and turned on the tap one day flooding the upstairs, down to the rooms and garage below. Tenant came home to water running down the garage door from the upstairs. The tenant worked in insurance luckily for me and organised everything (new Flooring and replacing Garage ceiling). I suspect pet damage would not be covered by default in most insurance policies and should be covered by the tenant

160 Pet bonds in addition to regular bond. No limit on responsibility for damage as there is for other damage tenants cause. Ongoing damage to property or animal behaviour causing problems for tenants and neighbours is a cause for removing the pet without a need to go through the Tenancy Tribunal system. Tenants are responsible for all pet-related damage and extra costs to the landlord from allowing a pet.

ResponseID Response

164 I think a mixture of all these options is more appropriate.

170 this should be the landlords right

172 Pets Do do damage. If it's minor then it's all good, if not there needs to be compensation for the landlord. Landlords should never be FORCED to accept pets into their properties, especially when they will end up paying for the inconvenience.

184 Pet bond must be additional to the normal 4 week bond. Option 3 should read "Pet Bond AND carpet cleaning requirements". The carpet must be professionally cleaned and the bond can be refunded if no damage has been caused.

186 Tenant needs to be responsible for own pet damage. End if story. IF you own your own home you have to fix your pet damage so tenants should as well. It is not fair wear and tear as having a pet is a choice.

187 People will always look past damage and nuisance that their pet cause, like accepting child damage just as part of the process of having a child / pet. They dont hear the barking dog all day when they are out at work, so dont understand how anyone could get upset at the actions of their pet

190 None. Being a landlord is also like a business. You wouldn't walk into a bad deal (which is very subjective) why force the landlord to take in tenants that they don't feel comfortable with? The tenants have the choice to chose where they want to live in (and they don't need to give a reason), so this must be reciprocated with the landlord on deciding whom to rent out to.

192 as above. our property, our rights to decide. these new changes all favour the tenant and their rights and stripes all our rights away

197 This should give the landlord recourse to have either the pet or the tenant removed if the property is not being mantained to an aceptable level.

201 I have had a tenant leave their two cats behind. We were able to catch one cat and we took it home, it was pregnant with 6 kittens had to pay for the abortion and is now an elderly cat costing us a fortune, we do love her but didn't need her.

203 As mentioned above a couple of weeks pet bond OR carpet cleaning is often inadequate and just doesn't go far enough to recoup damage & lost rent. I would liked to have chosen both 1 and 4 as sometimes property just isn't suitable for a pet - no matter how well behaved the pet and owner are

210 The truth be told, I would not allow any pets. From personal experience, pets can cause extensive damage. At the very least, tenants need to pay \$2,000 pet bond (up to an extra 4 weeks' rent, whichever is higher) to cover this. 2 weeks will not be enough.

215 Stop taking landlords rights away. If they don't want pets in their properties then they should be allowed to say so not forced by law to have them.

ResponseID Response

217 We have allowed dogs at our properties. We have found that tenants are full of promises at the beginning of the tenancy to clean up after their pet and that it will not do any damage, but these promises invariably wane over time. We have to strongly request the tenants to clean up the dog poop before we can mow the lawns, and we find that this is seldom done. What recourse have we got? None.

222 The bigger problem is damages done - oh the UNTOLD chewed door-frames from dogs shut-in for hours in one room (!) typically the Laundry. And urine-soaked carpet. Unreal!

226 Adding restrictions on landlords only serve to repel landlords out of the market and will lead to fewer social housing available. Landlord should have the right to refuse pets in there asset. I do not have pets at my personal home because of the damage they cause and they poo and wee anywhere and everywhere. If I choose not to have them at my personal property then why should I allow it in my investment property.

228 I want to click on Option 3 & 4 - there should be a pet bond and a pet's agreement. If the pet bond is not sufficient to cover the damage the normal bond should be used to offset costs. A pet's agreement can set out the carpet cleaning and pest control (fleas etc) requirements.

229 Option four but option 3 is also good (esp carpet cleaning) or even extra rent for a pet (as pets cause wear and tear like a human)

236 None of the above four options. It should be the property owners decision as to whether pets are allowed or not.

241 General wear and tear on property indoors and outdoors is of concern, cleaning for animal odour is important especially where allergies is of concern.

245 When property is not suitably fenced for the type of pet.

247 Pet bond of 4 weeks for both unintentional and intentional damage so that the landlord is not left out of pocket due to careless tenants.

248 Option 4 will be too subjective. Options 1 & 2 take away owner's right to choose. Option 3 should have the option of pet bond AND carpet cleaning.

250 None of these options.

253 This should include replacement of floor coverings too.

257 Remove the "Reasonably clean and tidy" clause. this is a source of many a disagreement. tenants often have higher standards of what is reasonably clean when they are moving in then when they are moving out. clearly stating what is required [see Q5.A] would give more certainty to both sides and thus make it easier for landlords to say yes to pets

261 Pet bond AND cleaning requirements

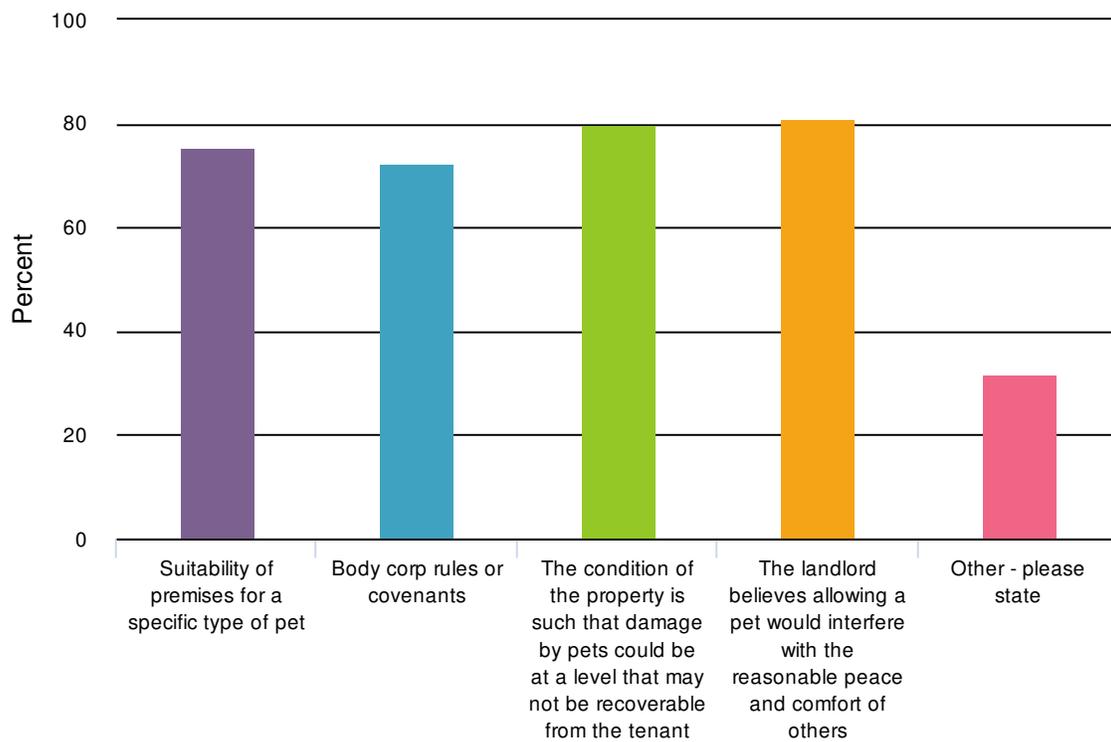
ResponseID Response

262 I would like to see tenant's liability not limited. Any damaged caused by a tenant's pet should be covered by the tenant, or their insurance. My girlfriend and I were flatting at a property and her cat developed an illness that caused the cat to pee inside. As responsible tenants, we paid for a product called UrineOff and dissolved the cat pee crystals and paid for the carpet to be professionally carpet cleaned. All tenants should be required to take responsibility like we did.

267 I do not agree with any of the options. This should be a landlords choice and I have many with many pets. If they are clean tidy and respectable tenants then they are normally allowed. It is also very dependent upon the actual property. This should never be legislated and left to the practical choice of the owner and the landlord by negotiation with the tenants.

269 None!

45. 5C. Which of the following are reasonable grounds for a landlord to object to a tenant's request to keep a pet?



Value		Percent
Suitability of premises for a specific type of pet		75.5%
Body corp rules or covenants		72.3%
The condition of the property is such that damage by pets could be at a level that may not be recoverable from the tenant		79.8%
The landlord believes allowing a pet would interfere with the reasonable peace and comfort of others		80.9%
Other - please state		31.9%

Other - please state

Allergies

Against landlords believe - doesn't own pets themselves

All of the above.

Allergies; as stated above I am allergic to certain pets (cats, dogs) and so I should have the right to refuse permission for those pets to be kept at my property. It would severely affect my health to visit the property and carry out inspections, etc., with those animals in situ. And no matter how thoroughly the carpets may be cleaned at the end of a tenancy the affect would remain for a while. The government cannot preclude that future tenants may also have allergies and be affected. Council; if a pet was causing a nuisance at my property and it was reported to the Council, my address would be on record as having an animal who is causing a problem. Could repeated instances by other tenants/animals cause me/my property further problems in the future?

Any other reason that is reasonable. Including the fact that carpet is NOT the only thing that a pet can ruin and the cost liability shouldn't be capped.

As explained above

Cultural/religious

Fear or allergy of animals. People from some countries of terrified of black cats. I'm scared of mongrel looking dogs, and regularly take my 3 year old son to property inspections. I would not want dogs that would scare me or my son.

Health concerns

I do not want pets in MY property

If a landlord objects that objection should be considered reasonable. It is their asset. The law should not dictate or legislate whether a landlord's objection is reasonable or not. It just is.

Other - please state

It's a business decision and the landlord's policy that pets are NOT allowed.

Landlord allergies, or any other reason the landlord likes.

Landlord should allow to have a say what's allowed on their pro

Landlords right to allow pets or not.

Meancing dog

New carpets.

Pets cause damage so are not allowed.

Size/type of Pet - a rabbit on acreage, why not. A mod-large dog in a 80sqm house, NO!

So many variables

The landlord doesn't feel safe if they need to do inspections or maintenance

Trades persons, Property Manager or Landlord safety when attending to inspections, business or work at the property. Potential allergies of future residents.

Up to the owner of the property.

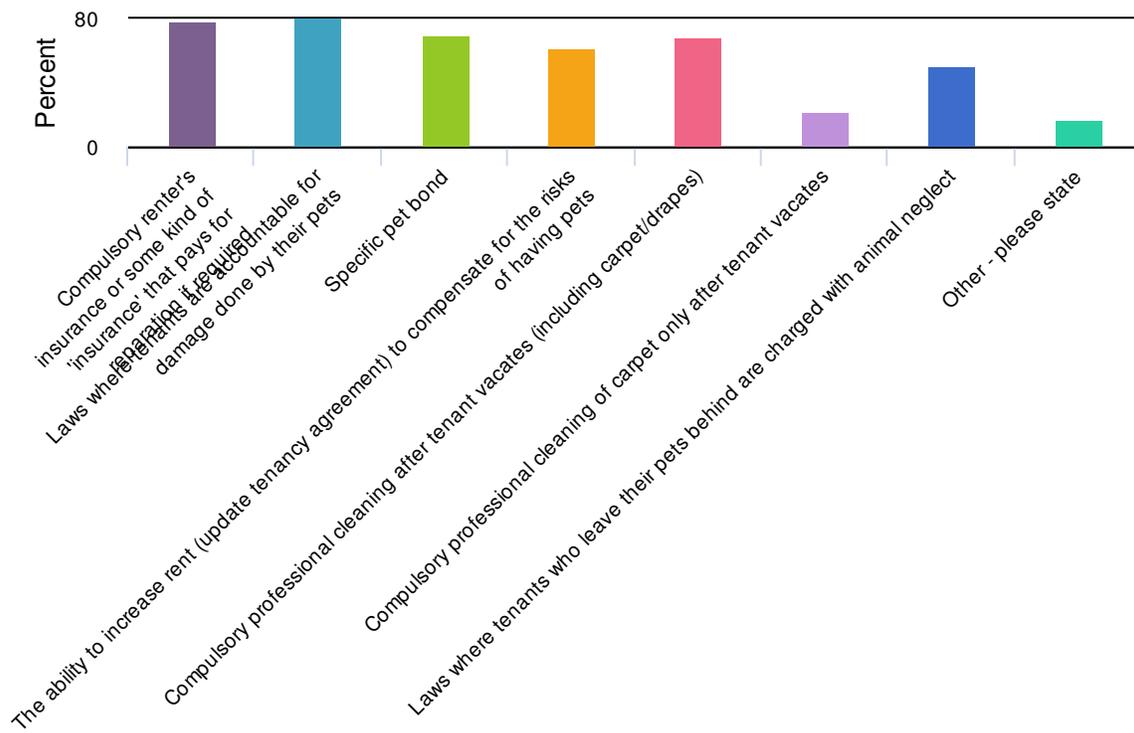
should be the landlords right

the landlord does not want a pet in their property

too many pets, pets that aren't toilet trained, dangerous dogs

we should have every right because we own the property. They should find a landlord who is happy to have pets.

46. 5D. What could the Government do to make you feel more comfortable about allowing pets on your property? Please select a MAXIMUM OF 3 responses.



Value

Percent

Compulsory renter's insurance or some kind of 'insurance' that pays for reparation if required

 78.5%

Laws where tenants are accountable for damage done by their pets

 79.6%

Specific pet bond

 69.9%

The ability to increase rent (update tenancy agreement) to compensate for the risks of having pets

 62.4%

Compulsory professional cleaning after tenant vacates (including carpet/drapes)

 68.8%

Compulsory professional cleaning of carpet only after tenant vacates

 21.5%

Laws where tenants who leave their pets behind are charged with animal neglect

 50.5%

Other - please state

 17.2%

Other - please state

Compulsory professional cleaning of carpet annually from date of tenancy agreement

Good luck enforcing any of it

Immediate termination of the tenancy if tenants without notifying landlord about pet

It should be up to the landlord if pets are allowed.

None

None will.

None.

Nothing actually!

Pet's agreement will include what landlord considers reasonable conditions. If the tenant doesn't agree they don't need to accept the tenancy.

Tenants cannot be taken to tribunal over pets where there is no money to get back. It isn't fair as the direct costs falls onto landlord.

There is nothing that the Govt could do that would make me comfortable about being required to allow tenants to keep pets.

Why am I only allowed to choose three options? There are already laws enforced by the SPCA and other animal agencies to charge people with animal neglect. I have chosen a) the Pet Bond, because it would be held by Tenancy Services in exactly the same way as the Tenancy Bond and it has always been a workable system. B) I have in the past agreed to a tenant having a pet (that did not affect my allergies) and charged \$10 pw for the pet. The Tenant thought this was very fair. C) Compulsory cleaning (including carpets/curtains) would be a must and should be at the Tenants expense.

compulsory professional cleaning every year by the tenant to reduce odour and stains

<https://curtaincleaners.co.nz/find-an-agent-widget-info/pukekohe-curtain-clean-agent/>

let the landlord decide!

protection of LL. I was afraid to enter a property where a pitbull was chained to the deck. At present I cannot take a protective weapon onto the property.

47. How much would be a reasonable bond amount of pet bond?

ResponseID Response

26	4 weeks rent in advance not including rent in advance or bond
29	\$1000
34	3 weeks.
37	10000
42	2 weeks
44	\$500 per pet
48	\$10,000
55	4 weeks rent
56	75% of carpet replacement if carpeted home
67	\$1000
75	Two weeks of rent
81	2000
82	\$5000 - cost of house carpets, doesn't cover drape costs, or replacing of wall coverings
83	\$20,000
86	4 weeks rent
90	Unknown as a dog in particular can do an enormous amount of property damage.
93	\$2000
102	5% of Bond taken
105	Pets can do alot of damages too properly, \$\$\$
112	\$10,000
117	1000
122	no amount is enough because of the hassles.
127	4 weeks rent
128	\$500

ResponseID Response

129 2 weeks rent

131 2000

132 \$1000 (the damage caused by the pitbull exceeded this)

133 Depends on the property. Hence the landlord should decide how much they need for each property for different pet

141 4 weeks rent

142 1000

144 3 weeks

145 5,000

146 The most regular form of damage done to a property is the flooring, so the Bond should reflect the cost of replacing damaged floor coverings. I would recommend a Bond equivalent to two months rent.

148 1000

151 \$500

159 additional 2 weeks

160 2 weeks rent

164 Whatever the insurance excess is

170 the sky is the limit, sometimes you need new carpet and paint and landscaping, so \$10,000

172 1-2 weeks rent

177 \$5k plus

184 Three weeks rent

186 Depends in let and numbers. Large poorly trained dogs potentially thousands. Rabbit outside, 100.00

187 weeks rent

192 \$2000.00

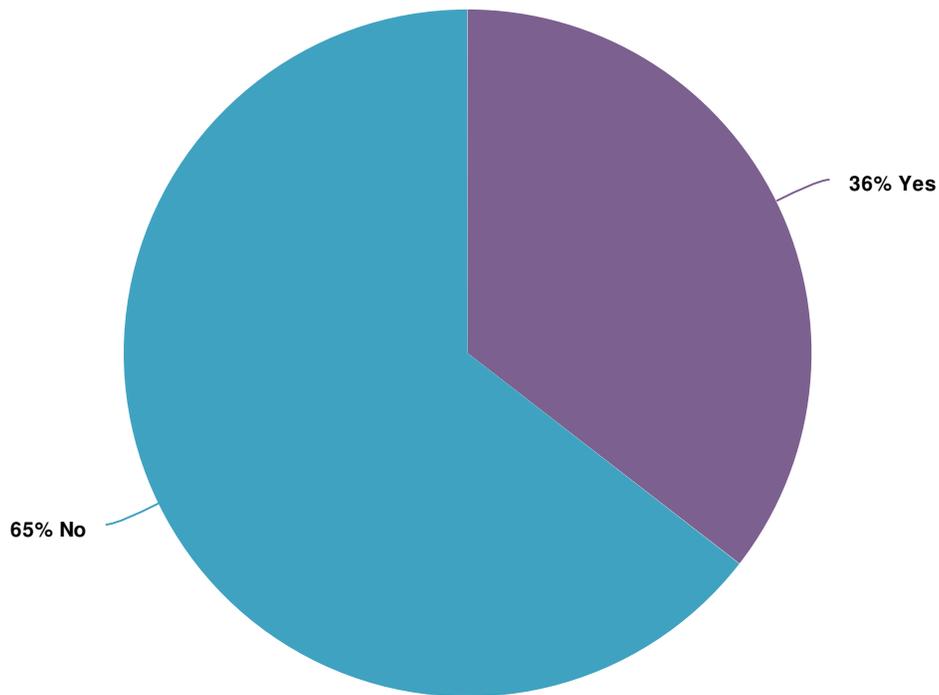
ResponseID Response

197	Cost of total house carpet replacement
201	4 weeks
203	\$2000.00
210	4 weeks' rent or minimum \$2,000
214	10000
217	Two week's rent at least
220	\$1000
222	Depends if it's a guinea-pig or a Rottweiler ! \$200-\$1000 depending on kg weight
223	2 weeks exta
225	4 weeks rent on top fot pets
226	1k
228	Consider the cost of replacing a houselot of carpet and underlay. Equivalent of 4wks rent
229	2 weeks rent
230	800
236	1000.00
241	\$900
245	4 weeks rent
247	4 weeks rent. Pets can cause a lot of damage to houses.
248	\$500
250	2 weeks rent
251	\$1,000.00
252	\$3000.00
253	\$2000.
257	2 weeks rent

ResponseID Response

261	Dependant on pet but another 4 weeks rent would be good
262	\$5000, or 3% of value of property, which ever is higher.
264	2 weeks rent
267	Case by case dependent upon the value of the property and the potential for damage.
268	\$2000
269	This would depend on what the agreed potential for damage could be. This will differ depending on each property and it doesn't make any sense to generalise at the possible cost of damage that could be done. This is unfair and has not been thought through properly with empathy for property owners.

48. 6A. Do you think the Government should prohibit rent bidding?



Value	Percent
Yes	35.5%
No	64.5%

49. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	If someone wants to pay more & the owner of the property is happy with it, then it is nobody elses business
29	It's a free world. If tenants don't want to participate, they're not forced to. This is a free market, and capitalism. You cannot blame landlords for 80 years of global social change/ commercialization.
34	Fair and good landlord do not do this.
37	The owner is an investor and is always after the best return. If he rents lower he's going to be looking at ways to increase the rent sooner anyway
42	Human nature being what it is prohibition just drives it underground. e.g. alcohol, drugs Waste of time. People will pay for advantage if they want to.
44	I dont like Rent bidding. It should be based on checks and referrals not who has the most money at the start.
48	It's greedy and should be banned. Set a fair price and stand by it.
56	As a tenant, when we were living in Sydney, any time we went hunting for an apartment, it was always the luck of the draw and providing sufficient evidence that we could pay the rent and be good tenants. As landlords, we have never encountered this problem. However, choosing a tenant isn't about how much they can pay me. I have set the price and that is my expectation. Beyond that, I hope to find tenants who will treat the house like their own and look after it.
67	That is the market mechanism.
80	I don't rent-bid but disallowing rent-bidding is the first step towards rent control.
82	Never done this with our own properties - more looking for the right tenant.
83	If people want to pay more then why not? This is a business not a charity, house auctions are in the same category - are they going to be banned also?
86	Rental property is no different buying a house. Would the government also put a cap on how much a house auction would go for to prevent buyer bidding. Also trademe works by the same method, bidding. So is it the government's job to interfere with how a business should be running?
90	Personally I think it should be down to the individuals. Personally I have never done this and also there is currently provision for tenant to contest rent amount through tribunal if amount is unreasonable.

ResponseID Response

93	ITS BASIC ECONOMICS SUPPLY AND DEMAND
105	It's a rip off, Rent bidding.
112	Tenants can evaluate if the price is right for the and negotiate with landlords themselves.
122	We operate a business and thus do the government regulate other business enterprise ?? Tenants and Landlords should have the flexibility and right to negotiate rents and tenancy terms for mutual benefit. No one property is the same and thus better well maintained properties can command better rents / tenancies. Poorly maintained properties or those just meeting the standards less so.
129	why stopping at rent bidding and prohibiting any type of bidding including the online auctions such as trademe
131	This happens in an increasing market where the rent is too low. It is a way of determining market rent
132	It is a free market transaction. I have never done this but that is not to say there are instances where it might be appropriate.
133	Supply and demand
139	Yes... landlord should set a price and stick to it.
142	supply and demand
144	I am a responsible Landlord, so will and never do rent bidding.
146	As a landlord I set a fair rent based on Market Rent Statistics for my area. Rent Bidding ensures that only the better-off potential-tenants will succeed. Allowing Rent Bidding would allow less scrupulous LLs to exploit applicants. Applications for a property should be fairly handled.
148	The market is the market, If someone wants to pay more for an owners property then they should have this option. Other tenants can do the same.
151	The rent should be a fixed amount when advertised, you would know at that stage if was within your budget and you should be given a fair chance to obtain that rental not out bid by others with more money.
154	its a market situation
159	its unfair to tenants and allows for greedy landlords to exploit tenants during peak seasons

ResponseID Response

160 Tenants should have the right to offer more to rent a property if they believe it is worth more and still provides value for money. Landlords may not have an accurate idea of what a property is worth and should be able to offer a price plus option or range of price.

164 Although, I don't believe this will change anything. Tenants are just as cheeky trying to offer more to get a property.

170 This is a tough one. I do believe tenants shouldn't pay more than market value. I certainly take good references and lower rent over highest bidder. If it is a housing shortage causing rent bidding that again is on the government so maybe they need to top up rents and encourage more landlords

177 i don't think it is fair

184 The law of supply and demand, and it's going to get worse, considering what they are doing to landlords.

187 Govt interference in how people choose to run their finances is just more communism and ill conceived wishful thinking. Stupid laws just end up creating workarounds that make the situation worse. Its illegal to speed but that doesnt stop people speeding. Rent bidding happens because Govt interference prevents enough rentals being made available. It will continue to happen until there are enough properties to rent, All the changes in the pipeline and proposed are reducing the number of properties to rent, I am selling 2 myself, and they will not be being sold to first home buyers, so that is a net rental loss. stop trying to control everybody with your communist ideas and get on with making it easier for people to build and have rentals

192 The tenants should be chosen because they are responsible tenants and good tenants who respect the landlord's property, not who can pay more. Rent bidding is unfair for tenants and families who are struggling as is.

197 This will make landlord put the intial price high, even if they would accept a lower price, so that they then can discount the rent if the property fails to rent at the higher price. Potential to actually push rents higher.

201 I don't increase rent for good tenants and if it is well below the market rate I will only increase it by a max of \$20

203 Unnecessary for Govt to intervene. Rent bidding isn't really that common and is only prevalent in a hot market - and I have seen on a couple of occasions tenants themselves have offered more money to secure the property for themselves. Sometimes these are not the best tenants on merit and offering to pay more is futile Trademe ads have to have a fixed rent value

210 It's a free market. Landlord's are running a business, not a social housing scheme. Would the government tell retailers the price they can sell their good at? Or dictate the prices of houses sold at auction?

ResponseID Response

215 If there is high demand for a property then the market will set the rent. It is the same with house prices. I have not heard of rent bidding so perhaps it is not as big an issue as Govt thinks.

217 When a tenant offers us more money to take them as tenants, we feel this is a red flag and we don't have any part of it.

220 No necessary.

222 It simply means that the Marketplace determines the Market rent. It's actually very logical, and reasonable.

226 If a tenant is willing and able to pay more to rent a property then they should be able to do so. A good Property Manager is not looking for the highest rent but for the best candidate with the best rental and credit history and good references from other landlords and property managers.

228 I don't necessarily agree with rent bidding but I don't think Landlords should be fettered by a legislative prohibition. Government interferes too much in business already.

229 N/A here

236 I don't agree with rent bidding but can't see how it would be policed. I have had people offer to pay more than the rent I am asking and have not accepted it.

245 Each property and location is different. If tenants wish to compete for a property and are prepared to pay more for it let them. As a landlord I would look more at the tenant and their credentials as opposed to will they pay more.

247 Because rent bidding further divides the rich from the poor which is not what we need in New Zealand. Rent bidding would force more people into homelessness.

248 It's not a level playing field for would-be tenants and instills greed in some Landlords

252 Do we outlaw auctions? A market price is a market price. Do we reimpose price controls, and if so why just on residential rents?

261 Not really bothered, the market can decide this question

262 Tenants should be able to negotiate terms. It seems insulting to tenants that the government is proposing is that they need to protect tenants from themselves. Tenants will only rent-bid where they think that the property rent is too low.

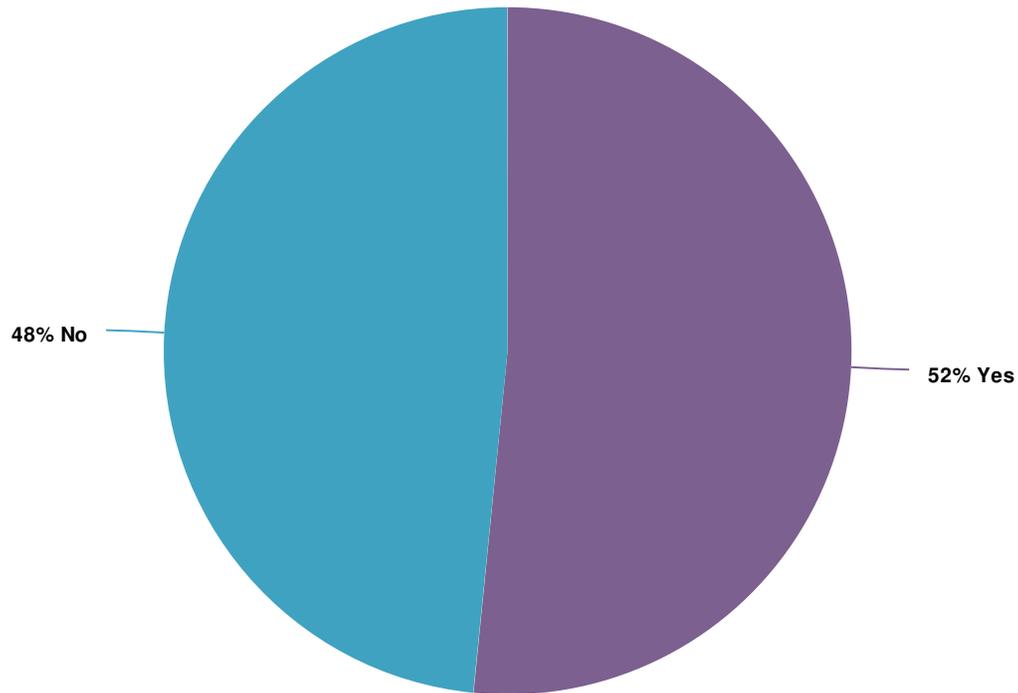
267 Prevent rent Auctions driven by Property Managers maybe but if a tenant turns up to a viewing and offers more to secure the property then why should that free market option be removed from them as well as the landlord?

268 It's unfair on tenants

ResponseID Response

269 I don't know enough about this to have valid input on this.

50. 6B. Do you think rent increases should be limited to once every 12 months?



Value	Percent
Yes	51.6%
No	48.4%

51. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26 It doesn't matter, the rent increase will double if changed to yearly

29 The current rules allow tenants to challenge rent increases. What's the problem we're trying to solve?

34 That is fair.

ResponseID Response

37	No. Overheads change quickly. Do you get 12 months notice of when your rates are going up?
40	I think tenants who budget that they can afford \$x per week should have the security of knowing that cost is fixed for 12 months.
42	Only make it harder on tenants. One of the big costs of any LL is rates. These don't change to suit a tenancy and the tenant is the beneficiary of council rates via amenities and so on. similarly insurance doesn't change because a tenancy changes. Six monthly is fine and allows for smaller amounts each time.
44	It is fair however the rent increase in some cases maybe sufficient given it cant be done 6 months which may have an effect on families.
48	Depends if the govt keeps introducing new unfeasible laws like allowing pets!
55	I don't know any LL's who increase the rent more often than once a year
56	While we have never had problems as we have always had fixed term agreements with our tenants. The downside to this is that if there were large repair works or unexpected expenditure at the rental due to unforeseen circumstances, this cost will be harder to recuperate. It is already difficult to keep up with the mortgage repayments of the rental property without it affecting our daily expenditure.
67	Inflation does not go up every 12 months.
80	The rules around rent increases are already detailed on the tenancy agreement provided by Tenancy Services..
83	A smaller amount twice a year is easier on the tenants than a larger amount once a year.
86	Why is the government only targeting rental business and not other business like petrol stations? Petrol prices seems to be increasing every 2 weeks
90	Never been an issue as I try to limit increases anyway as would rather have a good tenant who looks after property and pays consistently rather than charge the maximum amount every year.
93	thats enough
105	Everything else goes up why not rent too.
112	Sounds fair.

ResponseID Response

- 122 We run a business where we are subject to on going increasing costs - rates/ water rates/ maintenance costs / government compliance issues /regulations/ possible ring fencing - the above would make land lording uneconomic having to negatively gear when major expenses occur. Less likely to do maintenance etc All issues making it too difficult and more likely to get out of the landlord business and leave the government to provide the housing.
- 129 for older generation especially this may be the only income source (besides super) and taking this ability from them would hurt them the most this should be left at suggestion rather than the act as some landlords may not have 12 months left in their lives
- 131 Most landlords only put it up every 12 months anyway
- 132 Although I tend to only do annual (or less frequent) increases, costs go up all the time. e.g. If I have to install heat pumps and the like, then I need to recover at least some of the cost. Also, I tend to put up rents when new tenants move into similar properties (e.g. in a set of flats), so I maintain relativity (the existing and new tenants do ask).
- 133 Well, government doesn't regulate bank to limit their interest rate change to once a year so is their tax increase etc
- 139 Seems fair every 12 months. I only increase mine every 3 years or at change of tenants. And that's after improving the place.
- 144 Present law is good. I have not increased my tenants rent for 5 years, now if this law is implemented, all landlords will then increase rent every 12 months. Tenants suffer in this new law.
- 145 Landlords don't increase rent when they have a lovely tenant.
- 146 Yes, for each tenancy. If the tenancy changes a review should be permitted at the start of the new tenancy. Fixed Tenancy Agreements ensure that rent reviews are carried out on an annual basis. If these are done away with and Periodic Tenancies become the norm, rent reviews could become more frequent.
- 151 The market doesn't change that drastically that often. Good reliable tenants should have few rent increase to reward and keep them
- 154 Costs rise all the time, not just yearly
- 159 There should be no need to reassess rent more often than annually.
- 160 It is unfair for rental price controls on rental property when there are no controls on rental property expenses. Owners need the flexibility to increase rents more frequently if required. If rental prices are consistently increasing then it helps tenants' budgeting to have the increases smaller and more frequent than larger and annually.

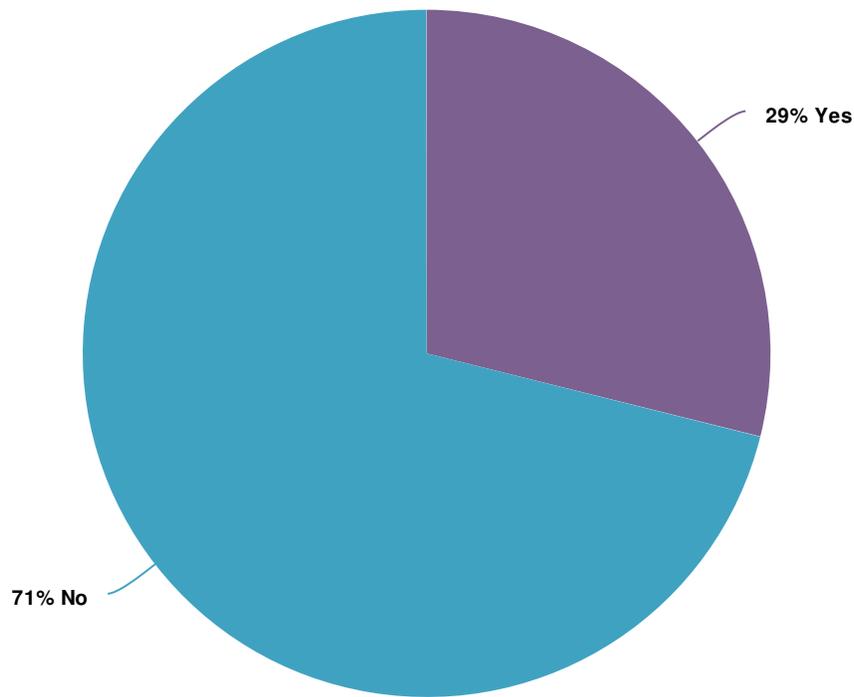
ResponseID Response

164	I currently have fixed 12 month contracts on all my properties and do a rent review every year. I find this is more than adequate to see what changes have been made financially.
177	i normally do yearly increases as it is, however in the past as rents have risen quickly doing 6 months has allowed a smaller increase which tenants can handle easier.
184	Most people only increase rents once a year, if that. However some may find that doing smaller increments twice a year, easier on the tenant.
187	In practice all that will happen is rents will go up more each time to compensate for the inability to put up for the next year
192	We have a moral obligation to be fair and look after our good tenants. We want good tenants to stay. it needs to work both ways.
197	Security for tenants. Costs to lanlords do not generally escalate so quickly to require a movement every 6 months. Will, however, in some instance where the market is moving quickly, for lanlords to put rents up higher/quicker so the net effet is for eth tenat to pay more over twelve months than they would have if their had been two smaller movements.
201	I agree in principle that the rent should only be increase yearly, but banks can increase the mortgage rates daily and often if the landlord cant increase rent to enable them to manage the mortgage they may be in a position they have to sell their rental. Rent increase needs 60 days notice anyway
203	Sometimes market increases are a continual trend over a year. Landlords would speculate increases over a 12 month period and make a larger one -off increase rather than a couple of lighter - more digestible- increases every 6 months
204	Its a free world ,the landlord have all the rights to price the property rental fee.
210	Where is the data to support the need to change the current system? Does the government know how many properties have had their rents increased every 6 months, every 12 months/ other intervals or only when there is a change of tenant? Landlord's are running a business and have costs associated with this. It is for the market to decide where rents are at, not for the government to artificially control prices. Is there any other industry where the government dictates how often prices can be adjusted?
215	It is fine how it is. I very rarely increase rents but don't like the thought of having this option taken away from me.
217	We have only ever increased rent on a 12 month basis.
222	Because spreading the rent increases to small amounts more often, instead of large amounts out of the blue is better. Plus, most Landlords, if anything, are under-renting properties. Leave as status quo.

ResponseID Response

- 226 Personally I don't see the need to raise rents if an investment is cash flow positive. Only greedy landlords raise rents twice a year.
- 228 I review rents annually myself however there may be some situations where the market changes or the landlords decisions are not viable and have to make a financial decision. Again, too much interference in business matters.
- 229 Yes but insurances and rates can go up at any time and so landlords may need to increase rent to cover this
- 236 Currently my rents are increased between tenancies only as these are usually between a year and 18 months in length. I have NEVER increased the rent during a tenancy but may consider it now if increases become limited to once every 12 months. I think this is a really silly idea and will ultimately hurt tenants and see rents increase. Landlords want good, happy tenants who pay their rent and take care of the property and will keep rents reasonable to keep them, rather than increase the rent regularly and risk a tenant departure.
- 241 I don't increase rents every 6 months but some Landlords may need to due to circumstances and covering costs of property ownership. It is not about making money, but ability to cover expenses like rates, insurance and interest rates which tend to increase every year
- 245 We usually look at our rents on an annual basis.
- 247 Most tenants are renting because they can't afford to buy a house. With high rents (particularly in the cities), people need to be able to have certainty on their living costs. Similar to having a fixed interest rate on your mortgage for your home. You need to be able to fix your costs for a reasonable time such as a year so that you can budget properly.
- 250 I don't increase rents that often now. Bring this in and I will
- 252 If other costs go up, will they be limited to once a year? Petrol, for example.
- 261 Some tenants may prefer small increases often rather than larger ones annually, some may not, maybe it should be decided at time of tenancy being drawn up
- 262 This prevents us from offering a tenant an introductory rate for 6-months, and then increasing it after that. We only increase rent every 12 months, but sometimes offer a lower rate to start to help tenants cover the cost of bond.
- 267 Fairer all round and this is exactly what we have been doing for a long time with the blessing of our owners. One fair increase once a year.
- 268 So tenants aren't always on tenterhooks. However, the govt should not dictate the amount of rent increases as landlords usually raise rents to help pay for increased costs - and every property is different. Again, ONE SIZE DOES NOT FIT ALL!

52. 6C. Do you think landlords should disclose rent increases upfront in tenancy agreements?



Value	Percent
Yes	28.9%
No	71.1%

53. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID	Response
26	Property costs increase every year so if a landlord has to disclose how much it will go up at the beginning of the tenancy, they might disclose higher increases than they normally would charge
29	The market varies.
34	Normal increases is due to government's economic management, eg increase excise duty, increase council rates. All these happen even though it was promised no increase. So landlord's holding cost increase unexpectedly. We should have a more transparent government

ResponseID Response

40	How do we know what the market will do and what the increase will be?
42	How could you. Can anyone tell me what our insurance will be next year or rates or other costs. Now if the Govt, were to allow recovery of those costs then we could reduce the rent price to compensate. They are after all the cost of living in a given house in a given rating area.
44	Things change. You cant predict what insurance and rates or interest rates will do.
48	Mostly it's fair enough to put in projected increase to keep in line with the market. It makes it hard to respond to emergency situations though, such as these new 'lacking In common sense' proposals
56	It can be disclosed that increases would occur yearly due to inflation, or a 60 days notice period will be given for rent increases.
81	the reasons for the increase can be very varied
82	IF we are going to have to have tenants for life we need some ability to increase rent over time. Currently we only alter rent when tenants move on.
83	Plenty of notice for the tenant makes it easier for them to plan.
86	If insurance premiums, water, rates etc aren't increasing the. I don't see why the landlord needs to put up the price upfront
90	Have no problem advising tenant of rent increase and why.
93	Cannot predict increase costs and market changes and how much extra costs the tenants are causing as a result of their style of living
105	So tenants can see it. We hve nothing too hide.
112	We didn't increase our price on any our tenants (up to 3 years) until rates went up, electricity bills went up, water wet up. It's a domino effect and pretty logical.
122	better to negotiate upfront terms
129	if it's a known "hot" area for places it is just logical to let the tenants know in advance what they are bidding for
131	How do you control the market??
132	LLs do not know what cost increases might occur. e.g. this year I had a 22% increase in rates for one property and a 22% increase in insurance in another. I would be happy to set something like 2% CPI (the historic property increase rate) and review to market every x years IF the tenants paid the OPEX (rates, insurance etc).

ResponseID Response

133	Landlord can't predict the future. Like the possible extra cost
144	Current law is good
146	Again, Fixed Term Tenancies provide more reassurance for tenants about the frequencies of rent reviews: The RTA already states that "...the Landlord shall have the right to review the rent during the Fixed Term with increases effective on each annual anniversary provided the proper notice is given". Whereas Periodic Tenancies can have their rents reviewed "after the first 180 days or provided the increase is not within 180 days of the last increase, provided the proper notice is given".
151	Rent increases should be open and disclosed as early as possible however this would depend on the change in tenancy agreements.
159	Within the first 2 years rent should be locked in and unable to be reviewed. Its very difficult to predict housing maintenance costs due to events outside LL's control, and mortgage conditions moving forward. Do you think banks should advise Landlords what their future interest rate will be in the coming 5 years? Same thing - its an income variable on the cost of providing a service. A landlord's rent changes should be "contestable" via Tenancy Services IF they are more than 20% outside the median for the area AND there is no good reason to justify any increase in expense for the landlord. The Landlord should then have to justify why the rent is more. (eg insurance cost changes/rates/changes/ maintenance issues (eg. coastal property), mortgage cost changes.
160	No, it's too hard to disclose how the rent calculations will increase as there will be costs that increase that Landlords have no control over. Ultimately these costs need to be paid indirectly by the tenant, so if you set a formula and costs explode a landlord will sell up rather than hold onto an asset that is costing money. It would be too difficult to develop a formula that is fair for both tenants and landlords.
164	This gives peace of mind to both parties and works well for us.
170	these are hard to specify sometimes and are market driven
177	rents do not go up in a linear fashion some years no rent increase other years a larger one. Rent increase should be based on the market at the time of increase not based on a formula
184	You don't necessarily know what increases you will face in rates, insurance etc. It is currently stated that the landlord may increase rent from time to time and that should be enough warning that rents do inevitably have to climb.
187	will not make any difference. the formula will simply be CPI rates increases insurance increases etc
192	Because the market changes and circumstances changes all the time. Landlords of course though need to consider their tenants wellbeing also.

ResponseID Response

197 Given the potential term of a tenancy then the disclosure would be limiting for a landlord. In this instance again, to cover landlords could push for upper limits, rather than a reasonable approach to rents. If the terms became too limiting, landlords would potentially seek the end of a tenancy to enable a rent jump with a new tenant. For security of tenure this could be counter productive. The Tenancy Tribunal is currently facilitated with powers to redress unfair rent increases. A more pragmatic approach to many tenancy issues is to increase tenant knowledge of current laws and to encourage them to use the Tenancy Tribunal services currently available.

201 Often landlords don't know when they have to increase rent, due to Mortgage interest rates going up, Rates going up and having to put in heat pumps and installation, landlords don't have a money tree.

203 Rent increases tend to be reactionary to market trends and not easy to predict or set a formula against. They tend to be market driven, not measured by CPI or other market forces

210 There is already a system in place for rents to be at market rates. If a landlord puts the rent up excessively, the tenant has recourse at the tenancy tribunal. Also, market mechanisms will kick in and the landlord will soon find the property empty.

215 Could be a good option to have it in writing so there are no surprises and it could be done automatically then.

217 Rent is market driven, and supply and demand. No one knows what the rental market will be in 12 months time so how can we have a realistic formula for rent increases? We always state that the rent is fixed for the fixed term of the tenancy, unless the fixed term is longer than 12 months, and then we state that there will be a rent review every 12 months. This does not always lead to a rent increase.

222 It's impossible to predict the future of local Rents. Sometimes they go up, sometimes they don't.

226 Because anything can happen in the world of economics and we never know what is around the corner.

228 Not sure what is meant by this. I include a condition that the rent may be increased during a fixed term but in line with the RTA no more than once every 6mths.

236 I only have fixed term tenancies which do not increase during the term.

241 It's unclear to a Landlord what cost increases to property ownership are likely to happen in advance so this would be difficult to gauge when signing in a new tenant.

245 Tenants will expect increases, landlords expenses go up annually such as Rates, Insurance and maintenance.

ResponseID Response

247 I'm not sure what this question means really so my answer might be answering the wrong question. A lot can change in a year in the property rental market. Landlords should be able to make decisions about rent levels part-way through a tenancy and not have to make decisions at the start of a tenancy. Tenants need to be aware that rent can increase after the minimum time.

248 If rent increases are only allowable once in every 12 months I don't think the actual amount needs to be disclosed in advance. Market changes etc will have a bearing and can't always be foreseen.

252 I cannot see any practical way of defining this.

257 Often rent increases are in response to increases in cost eg rates, insurance and repairs. so it is not possible to state in advance what the rent increase would be. it may be that a rent review would suggest no rent increase is needed. but if a landlord were to compulsorily disclose a rent increase he may err on the side of caution and put a higher than necessary percent.

261 Market conditions can change rapidly

262 My formula for calculating rent increase is based on looking at median rent increase %, and then I round down an arbitrary amount based on gut feeling. It would be too hard to put this gut feeling into a formula, and so my rent increases would be higher for the tenants.

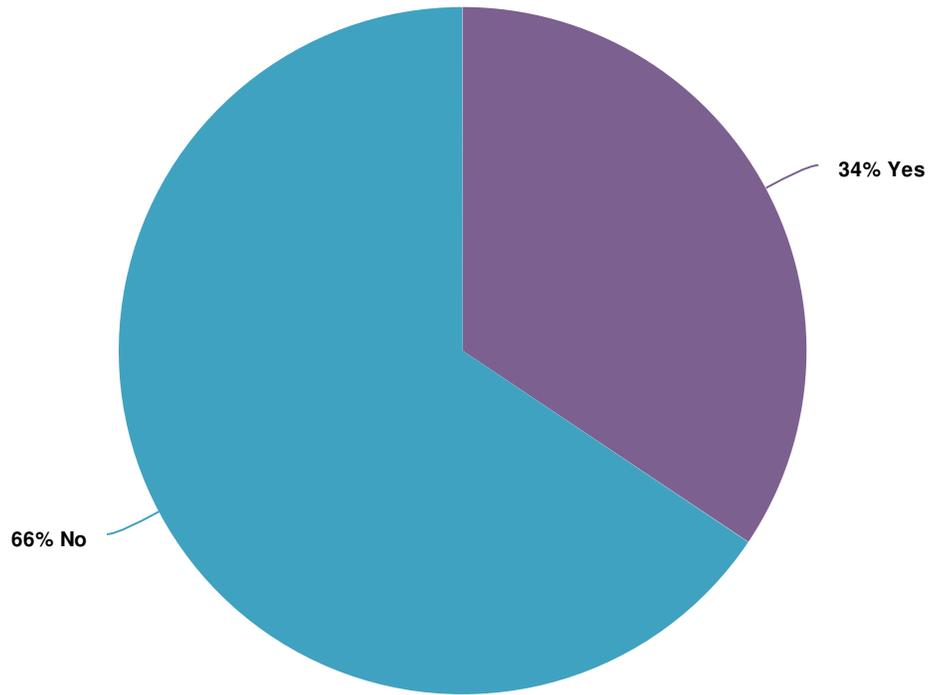
263 Why should landlords have to predict the future? The rbnz is successful only rarely.? Who are we?

267 Rents are set by the market. How is an owner/ landlord supposed to know what will happen over the year ahead. New taxes, fuel increases, new legislation removing their rights?! Need I say more, sad, sarcastic maybe but real!

268 It seems this government is forever making changes/adding costs to landlords/property owners. It is too difficult to predict how much these extra costs will be a year ahead of time so flexibility is required.

269 This presumes that you know of and have control of all costs that might affect whether or not your landlord operating costs might increase or not. This is unrealistic.

54. 6D. Do you think the RTA should provide guidance on what is considered excessive rent?



Value	Percent
Yes	34.4%
No	65.6%

55. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26 Market rent is determined by availability in the area. It is excessive only to the person who can't pay it.

29 The existing tools are more than satisfactory.

42 No reason why the state should play GOD. It has no history of getting these things right. In the end it would either be too low in which case LL would quit or too high in which case rents would go up. Now blaming the Govt. for that appeals to my sense of humour but I suspect not to many MP's. Not every house is born equal and not every renter wants the same facilities nor do they all live in the same area. This would be fraught with despair for both the agency doing this and the Govt. Where would a LL appeal if the Govt. agency got it wrong and who would bear the costs? NOT A GOOD IDEA. Bad IDEA.

44 Let the market dictate it. Just like everything else eg: Power. Insurance. Food

ResponseID Response

56	There should be an understanding of what the market rental rate is based on the platforms such as TradeMe property, therefore it does not need to be stated on the RTA.
80	Tenancy Services already provides market rent based on bond-lodgement information.
81	market sets the price
83	They do not take into account the age or condition of the property, nor the amenities close by. For example, Wigram Skies versus Wigram/Hornby
86	It is a private sector and not housing NZ, with no help from the taxpayers contribution.
90	They do anyway and if it is excessive you end up with a vacant property which is expensive.
93	If its too dear then no one will rent it
105	Some places are over price in rent.
112	I don't see how this will help tenants. The reason for a rental market is because of mutual benefit, tenants pay a fee To occupy housings, while landlord receive income in return to help with mortgage payment. What's the benefit for landlords if all rental prices are pre determined?
122	As each property is different - can't see how it can provide meaningful guidance for all situations - common sense that if a property is over priced people won't rent it !
131	Market rent is just that and there are already established pathways to dispute it
132	I would not know how to do it, as properties may differ. e.g. I look on TradeMe and the tenancy site for market rent and the NZ Property magazine but the granularity is not sufficiently fine. .e.g. I have houses in Kaipara but the figures are for the entire district. I have flats in Ellerslie but they fall under One Tree Hill and the best comparison is usually Meadowbank.
133	Because they can't understand individual circumstances
144	Current law good, leave it
146	No, The fairer way of providing guidance would be to state that rents should follow the Market Rent Statistics issued regularly by Tenancy Services. I don't see how the "RTA providing guidance ..." would work as different areas of the country have very different rent levels, and setting a percentage increase would not necessarily cover the increased costs borne by LLs in terms of rates and other variables in each area.
148	Some houses are totally different from others so one three bedroom house could fetch alot more rent then another in the same suburb.

ResponseID Response

- 151 The market should decide what is excessive rent, if a Landlord wants a high rental and someone is will to pay it - lucky landlord
- 159 It would be nice to give fixed rent values but there are many factors so this is really complex to calculate. Where landlords are reaping more than double over what the costs are for a fully mortgaged, thats a rort. Multi tenant properties get tricky - especially when on one title and units are varied sizes. Guidance could be offered setting upper limits "for increases only" . If a rent is agreed from the get go - then that's fine as that's the market working. Increases /changes should be limited to be in line with changes to the market median.
- 160 It would be too complicated and subjective given that different properties have many different qualities, such as road aspect, size of rooms, age of property, quality of fittings, inclusion of appliances etc. It may not be perfect, but leaving it to the Tribunal is the preferred option.
- 164 Unless they're prepared to take all the risk then no, it definitely left to the landlord.
- 170 Again hard to determine and would be a generalisation rather than hard and fast
- 177 willing buyer willing seller. Market should dictate rent. If tenant thinks a property is rented to high they can move to another property. Most landlords are very accomodating of good tenants and under rent property to tenants who look after their property. I do! I also have put up rent on places where tenants are not looking after the property or taking up a lot of my time by me having to chase rent etc. I am an investor and work out how much time cost or damage a tenant is doing and put this on top of their rent in the form of a rent increase. I am not in the business of providing social hosting at a loss.
- 184 The market dictates that. There are too many variables, that the RTA does not know about. The tenants have the power to decide if the rent is too high. They don't need to apply for that property.
- 187 How can it? what will be the basis? current average? 2 bed apartments in Akld CBD can range from 450 pw to 1000 per week, which one is excessive? the 1000 on a 2 mil property or the 450 on a 600 k property. Yet another stupid idea with no practical basis behind it. Rents are largely set by demand, how many properties are available on Trademe and how many people are after those properties. A prospective tenant has the choice to rent or not at the asking price. an existing tenant has the choice to stay put or move out. if they can find somewhere else at the same or less than they are currently paying then they will move out. If not then they will either stay put and pay the increase, or move to another place that may suit them better for the increased amount. If you try to cap rents then you will simply cause a huge surge when cap come off, or will stop having places made available. If it cost more to hold a property due to Govt regulations, and those costs cant be offset against other income, then property will simply not be made available for rent, pushing up rents on remaining property.
- 190 Is a demand and supply logic. If rent is set too high, there will not be any tenants. Is a laissez faire system.

ResponseID Response

192 I personally would not do so but I think some landlords have a lack of consideration for their tenants so a guidance is acceptable

197 This would allow tenants greater recourse through Tenancy Tribunal when landlords behave unethically.

203 Tenancy services statistics are a good starting point and record of rent values - except that they often lag behind the busy market time. A good measure is what comparable properties have been rented at at the time of the review.

210 There is already a system that provides guidance for this (otherwise tenants would not be able to file objections at the tenancy tribunal if they feel their rent increase is above market rent).

215 If a property is charging excessive rent then people won't tenant it. We have the Market Rental stats to work from but these could be more precise which would help.

217 The market should decide what is excessive rent not the Government. Tenants should educate themselves on what is the market rent for the area and steer clear of properties that are charging excessive rent. Landlords will have to drop their rent if their properties are not being taken up for rent.

222 Each house and street and area are unique. The market has determine rents for a long long time, and needs to continue to do so. A house with a dishwasher and under 2 yr old kitchen and renovated bathroom needs to receive a higher rent, than a house with no dishwasher, older kitchen and tired bathroom. And the two houses could be next door to each other, the same sqm, and different rents, because they represent different values. The State can't work that out with some algorithm!!

226 We need warrant of fitness and independent rental appraisals done and list the rent based on the appraisal and market rent.

228 More unnecessary interference.

229 It's up to the market

236 Because rent, like any product is market driven. The RTA already allows for the rent rate to be challenged if it, or an increase, is above market rent.

241 It isn't appropriate for the RTA to give guidance on these matters. Landlords won't be able to rent out their properties if the rent is high.

245 This guidance can come from statistics available from MBIE

247 Tenants need all the education and guidance they can get so that they know their rights to be able to stand up to bad landlords.

248 Some Landlords need guidance - others don't.

ResponseID Response

251 Every property is different, it is had to guide.

252 It already does. Must be generally within the range of other similar proprieties in the same area.

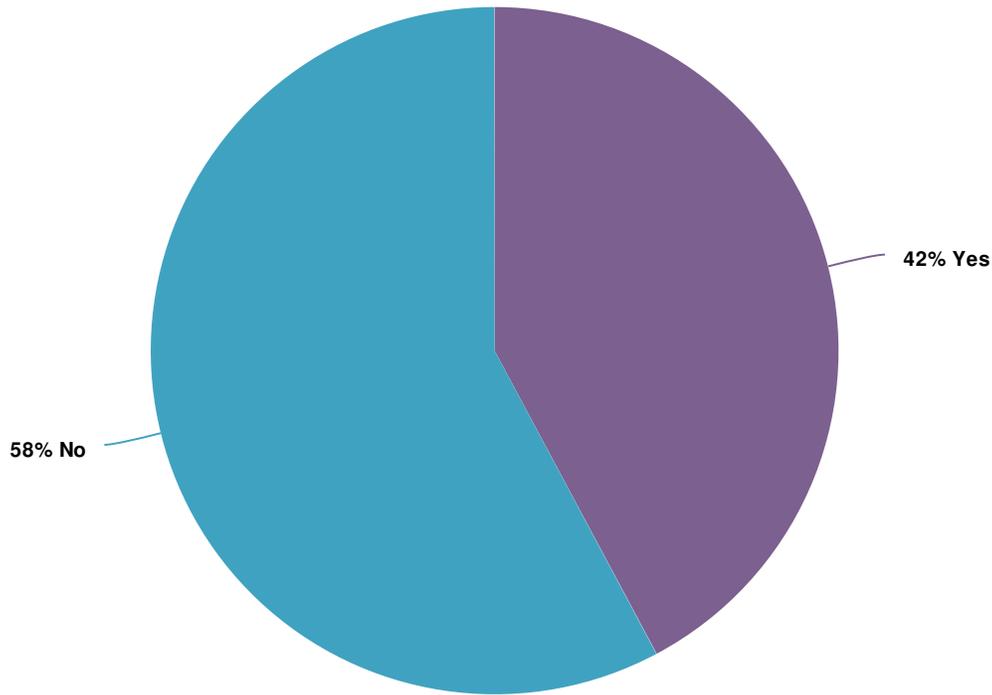
261 Not bothered, could be a good possible guideline

267 Market takes care of this. Absolutely no evidence this is a problem that requires government interference. Why would you accept excessive rent unless you have been so bad no one else will rent you a house? Again for reasons already well explained some of what the current government proposes here is going to create exactly this issue. An extra sledgehammer will not alleviate it at all.

268 It is not the RTA's expertise - property owners/landlords are always in the marketplace and know what market rents are. The apartment market is different to houses, and every location is different. Again, ONE SIZE DOES NOT FIT ALL!

269 If your rent is excessive then you won't get tenants or they'll move out faster and you'll learn to reduce it.

56. 7A. Do you think HUD should have the power to carry out audits on landlords and property managers? The RTA currently enables HUD to request documents, including records of tenancy agreements, inspection reports, correspondence between parties, and maintenance or repair work. However, this power does not extend to rent records, business practices, or processes, and it is unclear to what extent HUD can proactively audit landlords' records to ensure compliance.



Value	Percent
Yes	42.2%
No	57.8%

57. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	More costs, higher rents
29	There are a very small percentage of property owners causing all these issues we see in the media that need to be stopped. The effort should be on stopping these people, not wasting the time of the majority that comply with all the laws and are doing a bloody good job of accommodating tenants.
37	Only if you want event to increase for time taken
42	IRD of course can look at records. Audits are fine. Plenty of reasons to do them.
44	Just deal with a complaint as it is bought up.
48	Good landlords should be looking after their tenants and have clear documentation. Bad landlords should be held accountable

ResponseID Response

56	The records they are enable to request for at this moment is sufficient
67	That would put off a lot of landlords and they will be significant shortage of rentals
83	Properties would have to be inspected on a regular basis inconveniencing the tenant and the landlord would be asked to pay for this inspection.
86	Would the tenants also be audited in terms of how they care for their properties???
90	This is a requirement in law anyway and just increases compliance costs for the average landlord. If said landlord comes to the notice of HUD for something for whatever reason then by all means.
93	only needed when there is an unresolved problem
105	Got nothing too hide. Why not do it on the tenants too.
112	Unless there is a complaint from a tenant; then RTA could step in to mediate the situation.
122	no maybe only in certain circumstances where there are specific breaches that are significant which would need to be carefully thought about
128	There are some landlords that need guidance here to be good landlords. Some property managers don't seem to know how to make sure property is maintained properly to the point they have become ineffectual in their work.
129	if all other industries are regulated and must provide best practice to remove the "cowboys" from the market so be it, since it is becoming a stricter regulated market it needs to have appropriate processes to provide the guarantee to both landlords and tenants that the act is being followed as a minimum
132	This is too draconian. e.g. the IRD is considered to only go back 7 years (but I have been asked for longer). I have one tenancy that is 20 years old. It is unlikely I can find the agreement and it is largely irrelevant now.
139	Maybe in the case of a really bad landlords with major conflicts? Most of us are so busy and do an excellent job at managing our rentals. Sounds very invasive to me.
144	Curren law works.
146	Yes. LLs who carry out their duties fairly will not have a problem with this. Would the powers of HUD to inspect/audit/investigate include ALL LLs, both public and private? le: Would the powers include Housing NZ?
148	Yes i believe they should be able to audit landlords. Being a PM I always do things correctly but I know other PMs and landlords do not which gives the industry a bad name.

ResponseID Response

151	Landlords and Property Managers should have nothing to hide
154	I have nothing to hide
159	HUD should have access to rent records, but not business practices or processes. They should be entitled to request processes and and practices but it should be up to the Landlord or Manager whether to provide them.
160	This would be an expensive, unnecessary and arbitrary undertaking.
164	There are some rogue landlords out there and as a good landlord they bring my name into disrepute and should be stopped.
170	It seems the information they are privy to is enough to determine intent
177	However, if tenancy tribunal has found landlord has severely breached their obligations and awarded in tenants favour if HUD choses to pursue landlord they should be able to. Random audits no
187	Stop wasting time chasing a few bad landlords and do something about the thousands of bad tenants that dont pay their rent and damage property. Investigating landlords will not make the system run better, stopping bad tenants and providing proper recovery processes is what will make the system run better. Records of MBIE show it has spent zero effort doing anything about tenant prob;ems yet TT applications are 90% about unpaid rent, 100% biased actions from MBIE
190	Neutral
192	There are property managers out there who are not doing their jobs correctly and landlords that do not look after their tenants enough
197	Bring more professionalism and accountability to the industry and to reveal unsavory practices.
201	I do think property Managers need to be regulated or have the personality to deal with people. I have heard to many examples of bad Property Managers
203	Laws are already in place - if not RTA - then Consumer laws, Fair Trading Act , Privacy act etc Why should Landlording and Property management be so audited, regulated and inspected over other professions? Different landlords and PM's would have different systems and processes Cost of supervision would be better spent in providing effective and timely tenancy tribunal hearings
210	The current law covers this adequately. Unless there is clarity on extent of the HUD's extra powers, I am not going to agree with it.
217	Until it is clear what this means, nothing should change.

ResponseID Response

220 The current powers they have is enough.

222 80% of Landlords own one house. The next 10% only own two. These are all just Ma & Pa trying to be responsible by saving for their retirement through property. If you make it all too complicated, they will sell up, creating rental shortages and rent increases. This treatment of Landlords as being evil wrong-doers needs to STOP!! The Govt should be supporting Landlords, saying "How can we make things better for you to want to supply nice homes to your tenants?"

223 Why audits only for landlords and property managers? Why don't audit tenants to see if they are following RTA?

228 This is an abhorrent, power hungry, unbalanced suggestion. I am already disgusted at the level at which they can request information from private businesses.

229 It's just adding a lot of work, time and money

236 More compliance costs will only drive up rents.

241 The current system is suffice.

245 We have nothing to hide.

247 Yes for property managers but no for landlords. Property managers are held out to be 'professional's and 'experts' in their field. Most other 'experts' and 'professionals' are held to a higher standard than a regular person is. The same should be applied to Property Managers, particularly because they handle other people's money. The Property Management industry/profession should be regulated/legislated.

248 The Landlord is running a business. If the tenant doesn't like how the business is being run then they have the option to leave. The powers of HUD needn't be to the extent listed above. It will drive LL to sell up.

252 Gets rid of the ratbags. But why are tenants not also audited?

261 I believe their current powers are sufficient

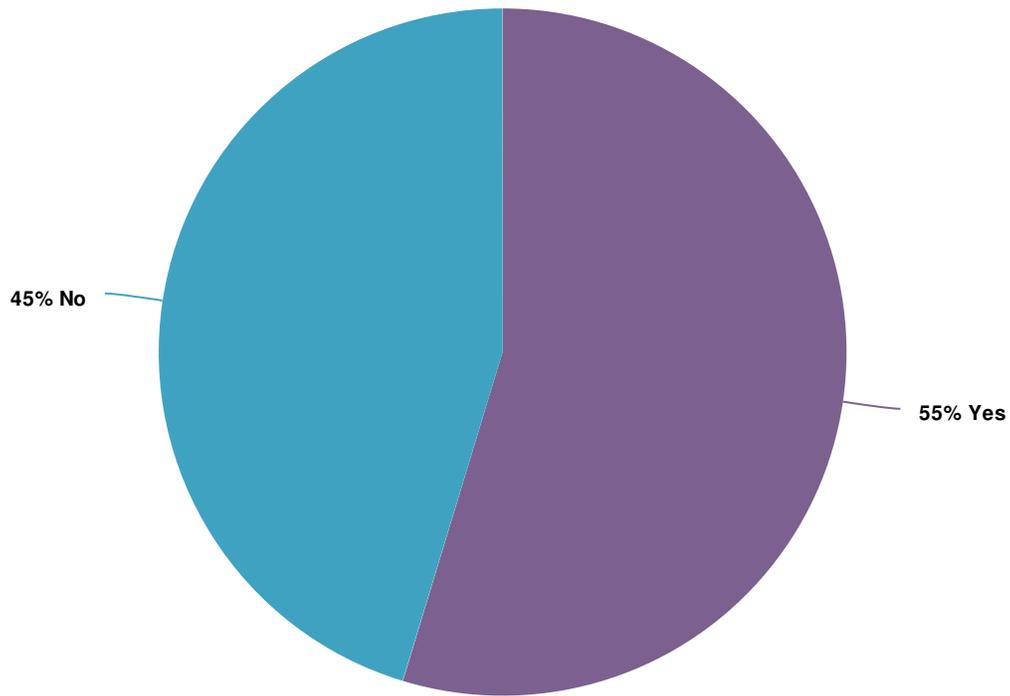
262 No, this would be expensive and unnecessary.

267 Provided it is at their expense. They should have a very good reason to do so like a finding against the landlord from the Tenancy Tribunal first not just acting upon complaints from vexatious tenants.

268 The government already has enough access to information.

269 I don't know enough about this.

58. 7B. Do you think HUD should be able to take a single case to the Tenancy Tribunal for multiple tenancies for the same breach? (in the case of landlords/property managers with multiple properties)



Value	Percent
Yes	54.7%
No	45.3%

59. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID	Response
26	Slumlords should be held accountable
29	Property management companies need more pressure to perform, both for tenants and for landlords.
37	It's individual
42	Depends always on the circumstances and jackboot stuff we don't need.

ResponseID Response

56	If it saves the court time and money, to prosecute rogue landlords/property managers, then it is a benefit for all.
67	all cases are different and should be treated differently on a case-by-case basis.
80	This would be abused by using this capability to allege multiple breaches without providing evidence of multiple breaches.
82	yes I guess - some landlords are terrible
83	Too complicated
86	Everything should be based on case by case
90	Could just turn into a witch hunt by HUD. Who keeps them under control because an seminar I went to the manager was quite vocal on the fact he would hound landlords on tenants behalf!
93	Seems fair
105	Why should they. If it wasn't for landlords tenants would hve no where too live. we work hard just like everyone else.
112	Don't throw all eggs in one basket. Every situation is unique and require separate attention. Generalization is a sign of laziness:
128	Case by case
132	This is similar to class actions but I think that there needs to be fairness and balance. .e.g. the TT should provide (at its cost) a LL defence advocate, if HUD has the weight of its time and resources on one side.
142	case should only apply to the property in question
145	Can't take tenant to tribunal for multiple issues.
146	Yes. LLs who carry out their duties fairly will not have a problem with this.
148	I have heard of cases where bond was not lodged and there wasnt just one breach but many breaches of the same thing but with many properties. I think the unlawful act was not good but one fine should have been ordered and not many.
151	Each case should be on its own merit
159	If a single LL or Manager is not up to standard across multiple properties it should be simple and less costly to enforce corrective action.

ResponseID Response

177 if landlords or property managers are not operating within law they need to ensure all property is up to standard

187 Biased actions simply breed contempt for inept Govt depts that have no interest in improving the system but only interested in wielding power

190 Neutral

197 Steamline the Tenancy Tribunal process for everyone involved.

203 Obviously yes - just appears to be expedient. One incident could be seen as a mistake or short coming but across a portfolio looks reckless

210 However, this begs the question of whether the tenancy tribunal is adequately resourced for this extra workload? If it is going to slow down the cases it currently handles (the tribunal is too slow as it is), then lumbering it with extra cases is not a good move.

217 If there are breaches, they should be able to prosecute.

222 I guess so: X number of accounts for the same Breach. That is pretty normal in law.

228 Don't understand this. So unbalanced. A department funded to hunt down and try cases as if we live in the wild west, or as if they are like the IRD.

241 Tenancy Tribunal should rule on a case by case scenario as there are variables that need to be taken into consideration

247 Faster, cheaper, more efficient.

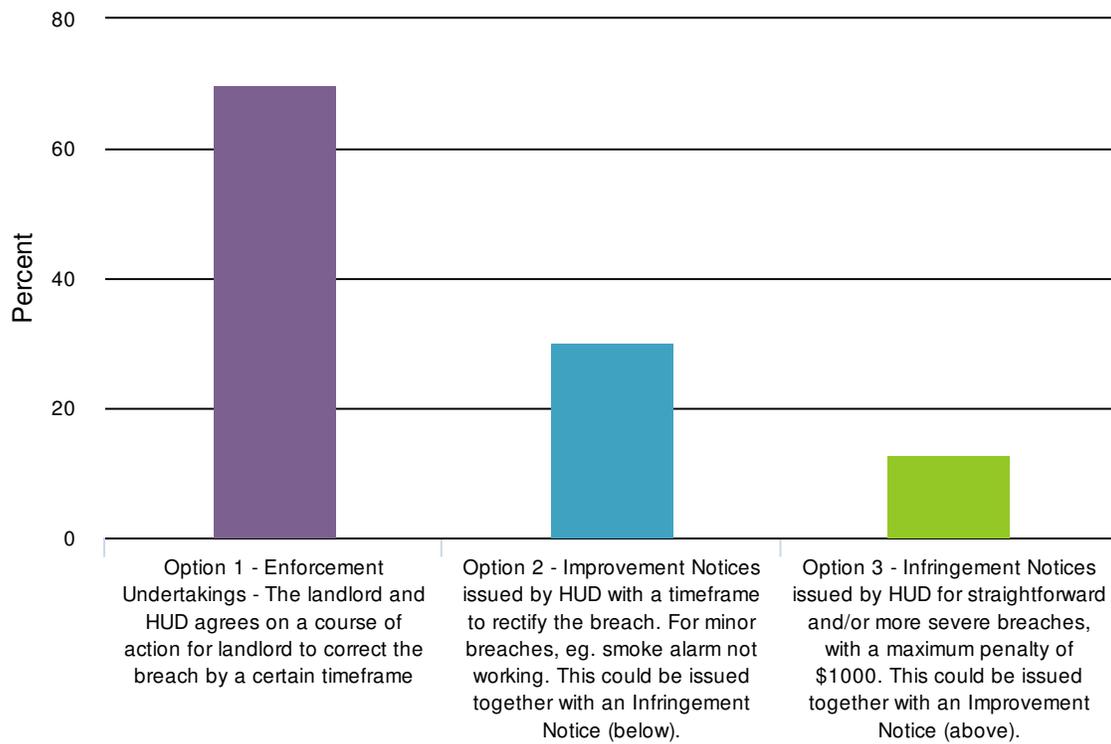
261 Possibly, if it is serious enough

267 Again only if landlord has already lost at the Tribunal.

268 That would save the taxpayer money in the long run.

269 I don't really know much about this though so I could be wrong.

60. 7C. The Government is considering three options for enforcing breaches to the RTA by landlords. Which would you prefer?



Value

Percent

Option 1 - Enforcement Undertakings - The landlord and HUD agrees on a course of action for landlord to correct the breach by a certain timeframe		69.8%
Option 2 - Improvement Notices issued by HUD with a timeframe to rectify the breach. For minor breaches, eg. smoke alarm not working. This could be issued together with an Infringement Notice (below).		30.2%
Option 3 - Infringement Notices issued by HUD for straightforward and/or more severe breaches, with a maximum penalty of \$1000. This could be issued together with an Improvement Notice (above).		12.8%

61. What do you think would be an appropriate penalty for failing to comply with the option you've chosen above? For example, a fine, publicising landlord details, demerit points within landlord register (currently there is no landlord register).

ResponseID Response

26	A fine
29	It's case by case. If the breach risked life, then it's serious. If the breach is aesthetic or inconsequential then the fine should be smaller.
37	Unable to have a rental business

ResponseID Response

42	1 & 2 are already in use by councils and there is no reason the think that HUG should have greater powers than the councils. Fines should be issued by courts not little emperors. Even H & S people at Mobie can't do that.
44	A penalty/fine.
56	A fine is sufficient
75	\$100
80	Where are the steps for enforcing breaches by tenants?
81	with most landlords being one property mum and dad operations, most breaches will probably be through accident or lack of awareness. The breaches around process are not themselves material to the safety of tenants so a agreement to a course of action is reasonable
82	I don't think Landlords would be deliberately avoiding responsibilities...if not fixed then should be fined.
83	A fine
86	Demerit points. The same system should apply to tenants.
90	Maybe work with landlord to improve their understanding of what they might have breached rather than penalise them out of existence.
93	retraining - no \$\$\$ unless failing to make corrective steps - should not be charged for an oversight
105	None of these above.. This is unfairness.
112	Not renting out until corrected.
122	fine up to value of work required to be done ? need to get rid of rogue landlords
127	A fine
128	All the others are for serious breaches. Have no idea why a landlord will not put smoke alarms in and then you hear of tenants dismantling them.!!!
129	if there is a proposal to have a landlord register then there should be a tenants register and in the case of pursuing tenants with breach of an act under criminal court so should apply to landlords that are in the breach and not followed option 1 above
132	I do not mind these options but one needs to consider practicality (e.g. it would be difficult is heat pumps or similar became mandatory and it is hard to retrofit such to my dwellings). Also it is very difficult to get a tradesman.

ResponseID Response

144 Curren law work, no reform required

145 I don't know. Possibly a registrar with points. Same for tenants.

146 Option 1 should be the initial response. Options 2 3 follow on naturally if Enforcements are ignored. What would the scale of Penalties be? What would happen if there are persistent breaches? Is there a demerit point system or some way of recording breaches. Could a LL be barred from acting in that capacity? There is nothing wrong with an incremental system to deal with persistent breaches of the system that are the responsibility of the LL.

148 Fine

151 Landlord should be fined

159 A fine relevant to the breach would be OK. Also publicising repeat offenders on a register should be acceptable - much like a Landlord can run a search on a tenant, a tenant should be able to search on a landlord.

160 No situation would be appropriate as the development of an MBIE police force against landlords is not an appropriate policy. This is the role of Councils and the Tenancy Tribunal. There is no reason for an extra Government agency to be involved. It would be a duplication of resources at tax payers expense.

177 a fine for not complying within a certain time after notice was given to rectify. Fine would be inline with severity of breach.

186 Cannot say..shpuld be sliding scale depending on fault, timeframe, impact on tenant etc.

187 Nothing, There can be no appropriate penalty while such a bias is enshrined in law. Make non payment of rent an unlawful act and then you could consider penalties for safety breaches by Landlord. Until then MBIE is simply a Nazi SS brigade.

192 It should be by a case by case basis not a general penalty.

197 Fines can take money out of the landlords pocket, redirectly it from the actual implmentation of the required improvements. The HUD should be able to undertake fixing the breach and then billing the landlord, with high penalties for late payment. Essentailly tenants want the work done. A fine does not achieve this.

203 According to the stats somewhere between 80 - 90 % of properties are managed directly by the owner . It is reasonable then to assume that in a vast majority of cases any breach requiring rectification is most likely to be related to ignorance and therefore a reasonably agreed approach to resolution should be assumed

210 A fine, with the quantum based on severity of breach and failure to comply as well as conduct history (first offence, recidivist, etc.)

ResponseID Response

217 A fine.

220 A fine

222 Straight-forward is the key word here

228 Hang on, don't we already have an enforcement process - the Tenancy Tribunal?

229 an infringement notice and then if it's still not fixed then either of the options given

236 A fine.

241 N/A I don't prefer any of the options in 7C

245 Probably a fine. Is HUD going to penalise tenants the same way for their breaches.

247 Not sure. Maybe \$1000. It needs to be high enough to make landlords want to avoid the penalty but low enough that it won't cripple minor landlords like myself.

248 None of the above penalties.

252 Compliance

257 Landlord register

261 It would depend on the severity of the breach and the history of the person/entity committing the breach

263 I think there should be a landlord register.... but then I think there should be a tenact one and we haven't seen that yet.

267 What would be appropriate is equal penalties for breaches by both tenants and landlords. The key issue here is to get the properties fit for purpose of which the majority already are. Revenue gathering fines never fixed any issues before.

269 It seems ridiculous to grossly generalise this. Surely it would depend on each specific case.

62. In what situations do you think it would be appropriate to issue an Infringement Notice?

ResponseID Response

29	Any where the law is being broken
56	If the landlord is in breach of their contract for keeping the home warm and secure as established in the RTA and the new laws.
127	No smoke alarm
132	Continued disregard by a LL of his/her obligations.
267	Constant refusal by any landlord or tenant to abide by the law.
268	When landlords have obviously failed to provide a safe home for tenants.

63. Please add any other comments you may have:

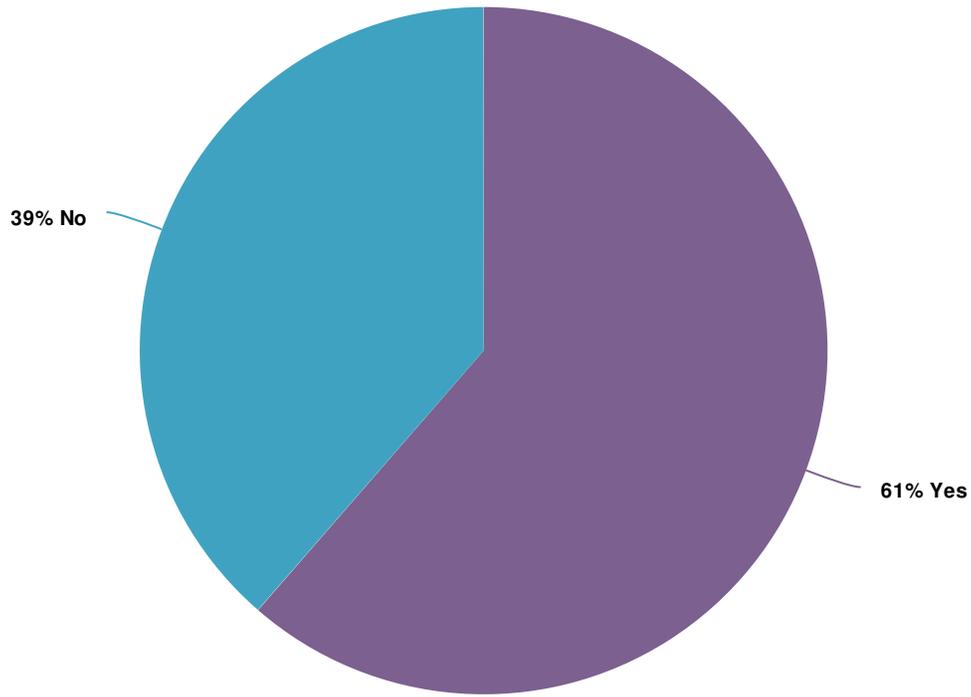
ResponseID Response

105	All of the above.
128	How come tenants are not made liable as well for not improving their living conditions. If they owned their own house they would have to do the same. Landlords would reimburse them for what they have done.
132	There should be similar provisions against tenants. e.g. rubbish, damage, rent arrears. Once we get awards it is unusual to receive the compensation. If we do, it is drip fed with no penalties or even interest applied.
146	How often would these audits take place, or are audits only taking place if a LL is found to be in breach of the RTA? Who at HUD would be policing this system and what would their qualifications and experience be?
159	My Indian Tenants keep removing my smoke alarms or breaking them as their cooking is smokey. My other tenants smashed their alarm from its mount with a broom because they didnt understand how to hush it. I dont want to be fined for the stupidity of my tenants - so need an method of response before being fined if for some reason a dwelling is found to be in breach.
160	If it is acceptable for landlords then it should also apply to tenants. MBIE already have a compliance team that only investigates landlord behaviour. This should not be extended to a landlord prosecuting role. Tenants are in the best position to determine if their landlord is not providing the service that they want. There are already large levels of exemplary damages that can be awarded to tenants if a landlord does not fulfil their obligations. The current system encourages tenants to raise complaints against their landlord, so if they are not doing so it suggests that tenants do not see a problem.

ResponseID Response

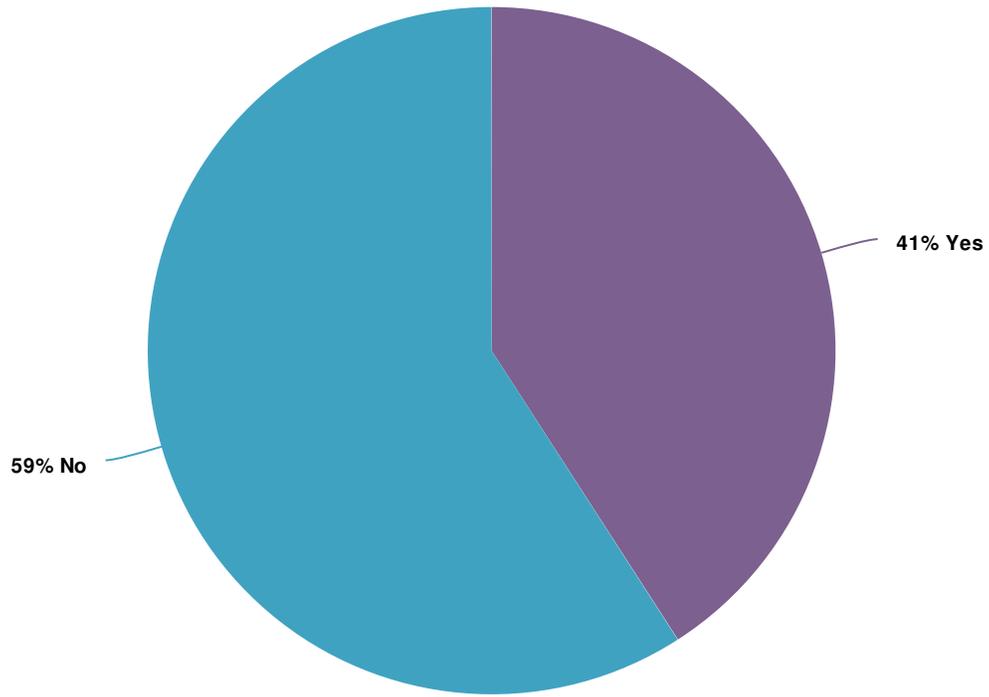
- 177 wouldn't really want them to be wasting landlord time or tax payer dollars chasing small breaches would be more for dangerous buildings that put safety of tenants at risk
- 201 With smoke detectors, I find that it is the tenant that removes them and if they are faulty they do not advise the landlord. I have always had smoke detectors, and now need to carry them in the car so I can replace them, a constant battle.
- 210 How about looking into enforcing rectification of breaches by tenants as well? As it stands, tenants can easily owe rent and destroy a property without being held to account. There are numerous cases of wilful damage to property where the costs to landlords run into tens of thousands of dollars and there is no way the landlord will ever be able to recoup such losses from the tenants. How does the government intend to level the playing field?
- 217 There should be no landlord register unless there is a corresponding tenant register.
- 228 The HUD sounds like little mini-Hitlers running around with a delighted glee stretched across their faces because they are paid to hunt down landlords like the IRD hunting down subcontractors etc.
- 229 There are a lot of first time landlords/ family type landlords who do the best they can. Ideally they need support to help provide nice homes- not auditing and punishment
- 241 I comply with the current system and believe that I communicate well with tenants on their property needs with maintenance issues etc.
- 252 Other option is that landlord simply sells up.
- 267 Make sure these rules and fines cover both tenants and landlords with equal rights of enforcement.
- 268 HUD should also enforce infringements by tenants - so things are more balanced.
- 269 Again, this should be a fair system and tenants should also have responsibility and repercussions for inappropriate behaviour or neglect.

64. 8A. Do you think HUD should have the power to take a landlord or tenant to the Tenancy Tribunal for serious breaches of the RTA?



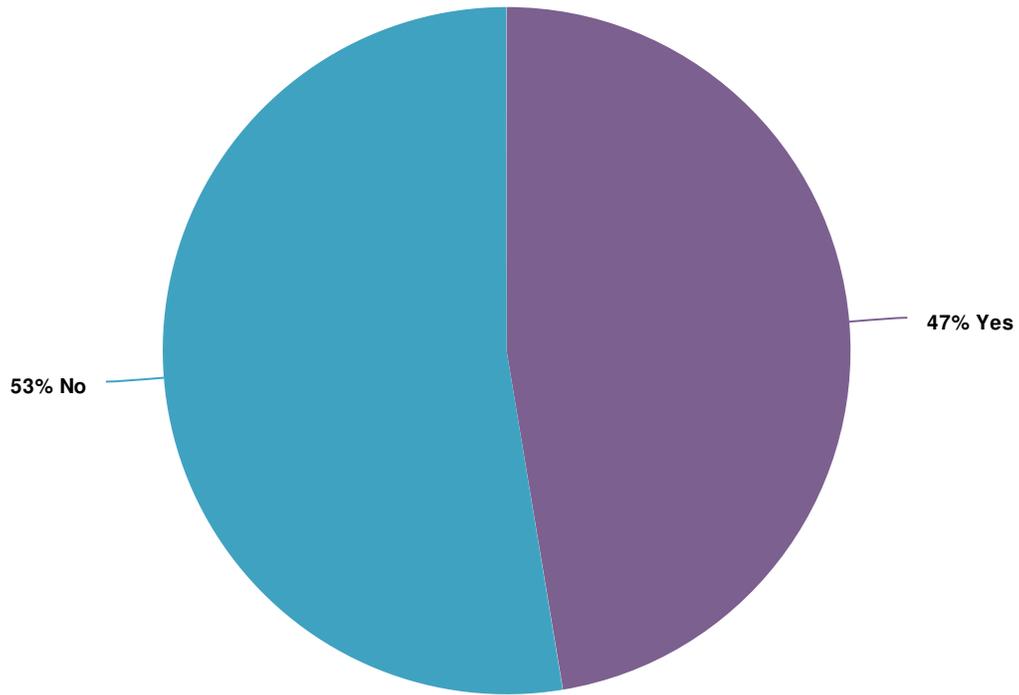
Value	Percent
Yes	61.4%
No	38.6%

65. 8B. Do you think a landlord, tenant or HUD should be able to seek exemplary damages after 12 months of when the act was committed?



Value	Percent
Yes	40.9%
No	59.1%

66. 8C. Below is the list of unlawful acts that a landlord or tenant (and soon to be HUD) can apply to the Tenancy Tribunal for. Do you think this list - see pages 59-60 (right click to open to a new page) - and the corresponding damage amount is sufficient?



Value

Percent

Yes



47.4%

No



52.6%

67. Please add any comments you may have:

ResponseID Response

29 Couldn't be bothered to read the list. I'm sure there's something that's been missed. So just add an 'other' as agreed by tribunal option.

40 I assume that all these penalties will apply to the many useless property managers too?

42 Well this is a can of worms isn't it. Do we think that HUD will take a gang member to TT for making meth in a rental house? Would HUG take a tenant to the TT for changing the locks and not telling the landlord? I can see them taking a landlord to court but have grave doubts about the integrity that would be attached to the tenant side. Would HUG take HNZ to court for tenant beaching the neighbors peace? If they will there will be many happy neighbors and HUG will deserve every cent they win. In fact increase the penalties for bad behavior. In some instances though it would be fair for the TT to make an order for money to go to either the LL or the Tenant. That after all is the role of TT. Govt. fees should be obn top.

67 Meth manufacturing can cause a lot more damage than the value stated.

ResponseID Response

- 80 The list is heavily loaded against owners and is outrageous
- 81 look at the actual cost of repair of those items in the real world
- 82 We unfortunately had a property manager rent our house, he knew the law, told me carpets over 8 years old so tribunal would not value them - did that mean ok to spill red wine on them? For the teenage step-son to urinate in the corner (discovered when we took carpet out - this room was only two years old), broke shower doors several times, kitchen cupboard - pulled face off draw, failed to clean oven ever. Our property manager apologise to us & said - write it off to experience as this man would just come out on top because he knew all the rules.
- 83 osaki
- 90 Again rather than addressing an issue it looks more like a money making venture by the government!
- 93 Neither party should be fined unless they fail to take steps to rectify after tenancy interference - eg 14 day notice etc
- 105 Can't answer can't open too read it.
- 122 As a landlord who has always employed a property management company, we have never caused any such breaches. So I think it would be better if it was compulsory to have all landlords list with a licensed management company - who can enforce the laws to ensure both landlords and tenants comply to a 'certain standard'. ie the property is well maintained and suitable for rent, and the tenants also must not breach any terms either.
- 132 It can take more than 12 months for a landlord to fix damage, remove rubbish, after the tenant has caused the breach. e.g. I had a tenant breach 2 years ago, they finally left in December 2017 but sublet it to a family member (illegally). I am still rectifying the damage and removing rubbish and it took a long time to resolve through the TT (I will never get any of the money and my time and my welfare back).
- 139 There needs to be training for tenants to be ready to rent a house. They gain a certificate to say they know how to look after a house in NZ. Especially for foreign or first time renters. For example how to open windows! How to vacume and how often. How to look after bench tops. A person who applies for a rental and hold this certification would get a better chance of getting the property to rent. Can be done on line and printed off and presented along with references etc.? There are so many people unfit or unprepared to rent a nice house having no idea how to look after it.
- 144 Current law is good, fair to both tenant and landlord. No reason for country/government to spend extra taxpayers money for this HUD

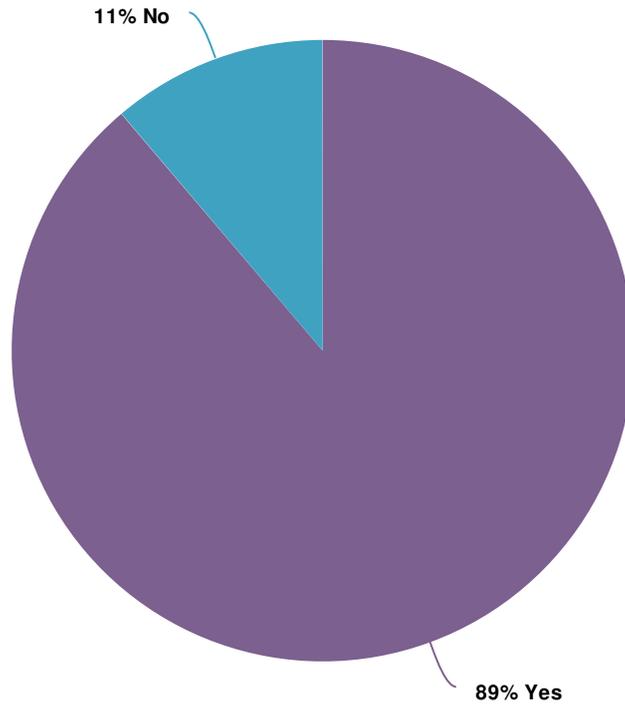
ResponseID Response

- 146 Re 8b: Yes there should be extenuating circumstances in which to apply for exemplary damages after 12 months: For instance from the LL point of view: we had a situation where water leaking in the bathroom was not found to have caused major damage until after the tenant moved out. This cost considerable money to repair, including loss of rent. The tenant did not report what they believed to be "minor cracks" in the bathroom which actually let significant water leak through to cause the damage. From the tenants point of view: If a tenant, having suffered financial loss having had to leave a property because the LL wants to move back in, and later discovers that the LL re-let the property to other tenants who were paying a higher rent. From the point of view of HUD: If an audit is to be carried out on a LL for breaches of the RTA, HUD should be able to investigate breaches going back further than a year and award penalties accordingly. A LL should not be given a "clean slate" for the previous 12 months if older breaches are going to be ignored. Re 8c: Re "Landlord failing to appoint agent when outside New Zealand for longer than 21 consecutive days": This is outdated. Every efficient LL is readily contactable via Email/Text/Msg etc whether they are in country or not, and can always talk to or act on behalf of their tenant. This clause appears to have been written before the event of modern technology and should be amended. The LL is required to respond wherever they may be. "Using or permitting premises to be used for unlawful purpose" The damage of award of \$1000 is not sufficient and should be much higher. While most damages are reasonable, experience indicates that in most cases the maximum is never awarded. In question 7c Infringement Notices are noted as being "a maximum of \$1000". Would the scale for Exemplary Damages noted in question 8c reflect or correspond to the scale of Infringement Charges in as much that they are both balanced for the offences/claims made. You cant have one being really high and the other really low.
- 160 See page 174 of NZPIF RTA book. Schedule 1a amounts for unlawful acts. The NZPIF believes that the penalties for the following unlawful acts should be increased: • Using the premises for unlawful purpose \$1,000 to \$3,000? • Subletting \$1,000 to \$3,000? • Abandonment of premises \$1,000 to \$4,000? NZPIF believes that the following breaches should be deemed unlawful acts • Not paying the rent • Stopping paying rent as soon as you give notice to end the tenancy • Keeping a pet where contrary to the TA Overcrowding
- 164 I would like to see money better spent than through fines. If it's a building regulation then damages would be better spent on the repair. From news I've read it seems to be more in favour of the tenant than the landlord currently.
- 187 MBIE has demonstrated its clear bias and cannot be trusted to apply any power fairly or equitably, it does not deserve any powers and should be stripped of the ones it currently has
- 203 8c has been deliberately written to provide an answer that is wanted by the question writer
- 210 8A - However, the exemplary damages should not be kept by the government. What recourse is there for the affected party? Perhaps costs could be awarded and this part can be kept by the government. The exemplary damages should be paid to the affected party. 8C Make it unlawful to: - not pay rent - cause wilful damage to property.

ResponseID Response

228	The tenancy agreement is between landlord and tenant and it is quite ludicrous that HUD is placed in between the parties. I can only imagine the statistics - more landlords fined than tenants - tenants have support of government funded department. I just shake my head and wonder who on earth dreams up all these ideas. Are they landlords or tenants? Business people who understand business and finances etc?
229	It's too much. You might as well say that the only people who can be landlords are business men/women who can focus full time on the business of providing housing.
236	I am sure there will be situations that haven't been considered. There always is.
245	I notice that the Landlords fine is generally heavier than tenants.
257	Assigning or sub-letting without landlord's consent - \$3000 use or permitting premises to be use for unlawful purposes - should be \$4000 abandonment without reasonable excuse - \$2000 In addition, late fees should be attached to rents not paid within say 5 days of due date. unpaid rental claims should be fast track through the tenancy services as this is the vast majority of claims by landlords against tenants.
262	Repeatedly paying the rent late should be an unlawful act. Landlords should be able to charge a late payment fee to cover the cost of chasing up late rent, or perhaps we can offer a prompt payment discount to good tenants.
267	Generally ok.
268	Lists are never exhaustive - there will ALWAYS be grey areas! Flexibility is required!!

68. 9A. Do you think tenants should have more responsibilities for the property they rent?



Value	Percent
Yes	88.8%
No	11.2%

69. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26	They need to be responsible for damage
40	We ask our tenants to open the windows twice daily for 10 minutes whenever possible. But if they leave them (and the curtains) closed all day all year, there is nothing I can do about it.

ResponseID Response

42 In an ideal world tenants should be responsible for rates and insurance as they are in commercial rentals. This would have beneficial effects on communities. In the case of rates, tenants have a right to vote but no obligation to pay rates and indeed most would have no idea what those rates are in dollar terms. The beneficiary of those rates is the tenant in the use of council provided facilities.e.g. libraries, pools, buses, etc. In some instances rates even cover the rubbish collection. Not knowing what the rates cost does not encourage tenants to make an effort to minimize their rubbish. I would argue that tenants would have more respect for things provided, if they had skin in the game, and had a responsibility to reimburse the rates. Much as they do water. Might even improve the numbers voting. Has to be good. . Obviously there would need to be an accounting for this and a reduction in the rental as it stands to compensate the tenant. My opinion is that this would make for better community responsibility. Something this Bill is about. Almost daily we hear of tenants losing everything in a fire or flood, burglary or earthquake.. I submit that requiring insurance upon occupation should be made compulsory as this then covers these events. Currently occupiers do not have to insure themselves in a property against these events. The tenant has no EQC cover but complains all the same and PAYS NOTHING towards the Fire and Emergency costs associated with the occupation. The costs are carried by others, many with lesser incomes. The tenant also uses the services of the police but they pay nothing towards that service when burgled. Its goes without saying that many rental properties are damaged by tenants and their house guests. Since Osaki the LL bears the brunt of unrecoverable events. A landlord cannot insure, based on the risk of the renter, so insurance is generalized across the rental industry. There are plenty of cases where the LL has had multiple damage sites only to find each piece of damage is an individual act and thus attracts a penalty, often making the total not recoverable from their insurance. Currently none of these wreckers get penalized for their actions. This should either be covered by the TT being beefed up with collection powers and with the power of a Court to Act swiftly in the event of defaults or a renters insurance. The big problem in my experience of 20 years as a LL ,is that you never recover money from these types and now days with so many people wrecked with Methamphetamine the damage is becoming worse then ever and the cost to repair even greater. Perhaps renters could be charged an amount over the rent to cover insurance of the ILL's property. A suggestion might be that if a renter cannot or won't get insurance cover and keep it current then the Bond could be increased by a further 4 weeks. Perhaps we could allow what happens in other countries and have companies who Guarantee bonds for the extra amounts. Doing this won't affect good reasonable tenants who have a decent sense of responsibility. These costs are a big part of renting accommodation and in the long run cost the Govt. and the taxpayer as well as the LL. These costs become tax deductible which effects the Govt. tax base. They also are a drag on the productivity of NZ ,which is not that flash these days. There is not an easy answer to this issue.

44 Just like any homeowner, a tenant should like it's their home. And just like a homeowner, they take responsibility for all damages caused accidentally or not. A homeowner pays for those damages to be fixed. So should a tenant.

48 If they want to make it more of a home then great! But also respect that someone else worked hard to pay for it and provide the home in the first place. Needs to be give and take. If neither party meets their obligations then they should have to make reparation to the other party. At the moment it is heavily in favour of the tenant.

ResponseID Response

- 56 It is their home to live and keep their families safe and secure, therefore they should treat it like their home and respect it like their own. We respected the properties we lived in overseas while renting and kept it very clean and tidy. Any damages/modifications were dealt with ourselves upon the end of the tenancy. It is both a responsibility and an obligation.
- 67 They should look after the house and clean it daily like their own house.
- 80 There is no limitation on scope for tenants taking responsibility for their property as their home. It is rewarding to see those who live like that.
- 83 Keeping it clean and tidy with no damage is enough, it's hard enough getting tenants to mow the lawns than any other responsibility
- 90 Like the landlord they should be responsible for keeping the property in a tidy and presentable condition. Like a lot of landlords it is a large financial commitment where in a short period of time tenant can cause a huge financial loss and unlike common misconceptions not too many landlords have large amounts of cash at hand.
- 93 very few tenants report damage as they should - causing extra repairs. Or they attempt repair themselves and create more damage
- 105 # Compulsory renters insurance for Deliberate Damages, Methamphetamine. They might think twice doing it.
- 106 To not have loud music disturbing neighbours
- 122 Yes i think they should be more respectful of the property they are renting. ie take care of it. eg airing the house so that the curtains remain free from mould, keeping the carpet clean instead of staining it with food and drinks throughout, using the air extractors that are provided to reduce moisture in the kitchen and bathrooms, - these are examples of what tenants have done to my properties. They don't mow the lawns unless they know an inspection is eminent.
- 129 if the tenants go to the extent of receiving governmental support in terms of act for modifications of the property or an ability to own a pet then they should treat the property as their own and in saying that they should have more care and responsibilities for what they do with the place
- 131 The way this is going.and the rights you are looking at giving tenants tenancy agreements should.look. more like a commercial.lease and they should be responsible for things like the rates that service the property
- 132 if they want long term tenancies then they should be responsible for all OPEX (rates, insurance, body corporate, water - line and volume whether metered or unmetered), maintenance (other than structural) etc. i.e. if they want the rights of owners, then they should have the obligations of owners.

ResponseID Response

- 139 Yes... as stated before. They need to hold a qualification to show they know how to take care of a property well. I rented to foreigners who do not have carpet in their homes in the hot country they came from. The carpet was soiled terribly, and infested with fleas when they left after 6 years. New when they went in. Had to replace it. They need to learn about their rights and responsibilities before attempting to rent. Landlords do this automatically as they have invested interest in the deal. Education is the key!
- 144 Tenants should always feel responsible for their landlord's property. This is social responsibility. My tenants are good tenants.
- 145 Lights. Smoke alarms. Those little things should and could be fixed by a tenant. It is silly to ask for a lightbulb when they are asking for a property to be their home. Either some rights which mean a lot more or none at all.
- 146 Responsibility equates to accountability. If tenants are to be given more rights about what they can do in a property, then with that comes more responsibility and they should most certainly be held more accountable. Accountability is everyone's responsibility.
- 148 A big problem is the state in which tenants leave their properties. Many dont open windows for ventilation so educating tenants is needed
- 151 If they can recognise it as their home they may treat it with more respect rather than a short term place to live.
- 154 Its not thiers and they are being assistied with a place to live
- 159 They just need to take more care. My largest problems have been with young people or flatmates who have recently left home. These people have no idea how to look after things and live cleanly.
- 160 They should be responsible for any damage they cause either accidentally or on purpose. at the end of the tenancy Tenants should be required to return the property in exactly the condition it was on the day they rented it - no allowance for wear and tear. This could be achieved under a new tenancy option, either similar to a commercial lease, a European model or something that compensates an owner for giving up their property rights.
- 172 They should be responsible for any damage the cause - accidental or deliberate. Not paying rent should be unlawful.
- 177 I have had so many times where tenants have done something, I have had to fix it or call someone to fix something done by tenant and not been able to on charge tenant. A lot do not have the means to pay and some feel entitled, that it is the landlords house and anything that goes wrong the landlord will fix.
- 184 Yes they need to take responsibility for all damage - they should be compelled to have insurance that covers any damage.

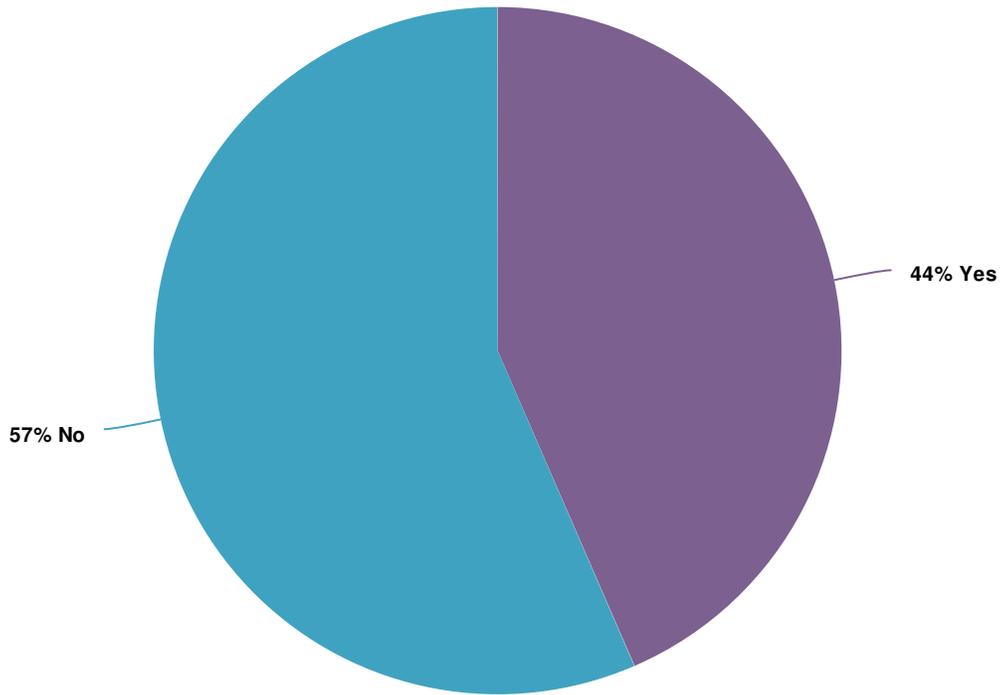
ResponseID Response

- 187 Paying rent MUST be lawfully enforceable and non payment an unlawful act. Tenants Must be accountable for the damage they cause
- 192 There have been countless stories of how tenants have been disrespectful of a landlords property and landlords having no power with the Tenancy Tribunal to recover costs and landlord having to pay for all damages that they did not make to their own property. Below are just two of many examples:
<https://www.stuff.co.nz/business/83991645/landlords-concerned-about-tenancy-tribunal-precedent> <https://www.nzherald.co.nz/index.cfm?objectid=12139596&ref=twitter>
- 197 Like a landlord, if you accidently break a window, you should be responsible for it. The proposed RTA changes seem to indicate that a tenant has all the rights and no responsibilities. That is patently unfair. A tenant should be respoinsible for the care ashown a property and should hold insurance or the responsibility for damages that occur on their watch (particularly in relation to pets).
- 203 Care for good housekeeping practices In my experience of over the lats 15 years as a property manager I'm glad to say that by far the vast majority of tenants make these properties their home and look after them as if they were the owner . However from time to time there are some tenants who treat the property with no respect whatsoever therefore we must have the ability to have recourse for those few , even though vast not required for the most
- 210 Tenants must be made responsible for damage caused - whether intentional or accidental. If landlords are covered by insurance, then tenants need to be responsible for the insurance excess plus a charge for increase in landlord's insurance costs due to the claim. When you rent a car, you are responsible to pay for any damage caused that is not covered by insurance. Why should a house be treated differently?
- 217 They should be responsible for any damage that they cause, either carelessly, accidentally or deliberately. They should have compulsory renters' insurance to cover themselves which should include contents insurance and public liability insurance.
- 220 With greater privilege (eg making alterations to a property) comes greater responsibility.
- 222 If you give anyone more responsibilities, the Good ones embrace this and are more responsible. The Bad ones reject it and act more irresponsibly. The tenant is being in charge of an item worth \$Hundreds of \$Thousands of dollars!! Of course they should be help responsible for it.
- 228 However, the responsibilities I refer to would be things like maintaining the property and gardens - they are the ones living in it - just like an ordinary home owner has to. I am not agreeing to tenants having more rights - rights differ from responsibilities.
- 229 they should cover for wear and tear on the property and "accidental damage". if it's their 'home' they should look after it

ResponseID Response

236	Tenants should be responsible for keeping the property clean and to let the landlord know if something needs repair or maintenance. Most tenants have no idea of what it takes to upkeep a house unless they have previously owned their own home.
241	Being careless is not okay, and can cause hundreds of dollars of damage to a property. This is difficult to prove damage is 'intentional' by a tenant when filing at the Tenancy Tribunal.
245	As long as the tenant keeps the property in a clean and tidy condition, it is up to the landlord to ensure the property is maintained.
247	People should be held responsible and accountable for their actions including tenants, whether intentional or accidental. Compulsory tenant insurance would help so that landlords are not left out of pocket for thousands (sometimes tens of thousands) of dollars as a result of damage caused by tenants.
252	Tenants really do not care if the whole place falls down the day after they depart. Currently TT penalties imposed on tenants are simply ignored, and payment is seldom made. I am owed thousands, and I get the occasional five or ten dollars and that it. Such a lax attitude to the tribunal breeds contempt for the law.
257	Landlords are entrusting their very expensive investments to their tenants. It is not unreasonable to expect a standard of care. Tenants seek more rights, but rights come with responsibilities. If we can be assured of these responsibilities [ie clarity and enforceable], we would be more accepting of granting more rights.it is a two way relationship and communication is key.
262	Tenants should be fully liable for any damage they cause, no matter if it was accidentally, careless or deliberate. If I was to rent a Ferarri and I accidentally damaged it, I would be liable for the damage. However, tenants can rent properties worth several Ferarri and are not responsible for the damage. This should change by requiring tenant insurance, and increase the amount of bond collected. Giving the amount that properties are worth, bonds should now be 2-3 months instead of 2-4 weeks.
267	All tenancies 12 months or longer should have to commercially clean the carpets before they leave and if they are staying then minimum every two years. This is advisable for general good health and this should not be a landlords responsibility.
268	The law is already one-sided - in favour of tenants. Good landlords are going to bail out if there is no balance between the rights of tenants and landlords.

70. 9B. Do you think a tenant's responsibility to keep a property 'reasonably clean and tidy' makes it clear what sort of behaviour a landlord can expect?



Value	Percent
Yes	43.5%
No	56.5%

71. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26 Some tenants reasonable is very close to filthy

29 People's definition of clean and tidy is different.

40 I have seen both extremes. Tenants who are truly filthy, and landlords who insist that the blinds and window frames should be 100% dust free, with no finger prints on the glass!! There needs to be clarification on what 'reasonably clean and tidy' is.

42 What is reasonable to you may not be to me. The TT over the years has guessed a lot at what this means. Basically there is no standard and we would not accept that from many other organizations. IMHO it is also a point of argument between LL and tenants. A tenancy agreement should be able to cover much of this between a tenant and a LL.

44 Just like a LL should provide a warm dry home and tenant should then keep the home clean and tidy.

ResponseID Response

48	Different people have different expectations and standards. The property should be kept in the same state as when the tenancy began, allowing for normal wear and tear
56	It is difficult to establish such a subjective term.
67	'reasonably' can be contested in the court of law, this should be more specific.
80	Of course, this is of no help for people with no standards.
81	all relative terms
83	They can be issued a 14 day notice if the standards start to slip
90	Commonsense should dictate that the property be kept in the condition it was in at the time it was rented.
93	not had a problem with definition in the past - only in tenants not making any attempt to adhere to it
105	When you rent a property you should be made reasonable for your actions.
122	This is open to interpretation. In my experience, the tenants standard of cleanliness and tidiness is usually low. I renovate my properties from time to time. and am disappointed to see how poorly they are maintained. Mildew commonly seem in the showers or bathroom ceilings. Stains in the carpet. Gardens and lawns become overgrown.
128	Have just had tenants leave. House can not be rented without a good going over. They never let anyone know about the state of place and property manager didn't see what was going on either.
132	I had one where the tenant had macaroni in and around the oven and fish scales everywhere. The tenant took photos (at night) on termination. And the TT accepted that the place was reasonably clean, as these could not be seen. this is just the tip of the iceberg.
145	Might need to explain this in a handbook to many tenants.
146	No: Everyone has different standards of cleanliness and tidyness and this is the most frequent form of disagreement between LLs and tenants. Because the property is not owned by the tenant the tenant invariably cares for it less than if it were their own property – and this leads to more wear and tear and costly remediation work than would otherwise be the case. Standards of cleanliness and tidiness should be very clearly stated and (at the very least) include clean flooring, washed windows and surfaces to be kept free of dirt and mould, lawns being cut regularly, etc. Would I be allowed to rent out a home that was unclean and untidy? No, I wouldn't!
148	No its a grey area and it would be great to have some clear standards.

ResponseID Response

151	Everyones views on reasonable will differ it should be specified and agreed between landlord and tenant so expectations are clear
154	I think iot should say very clean and tidy at all times
159	A government document explaining how to live in the NZ climate - or maybe a series of videos that Landlords could direct Tenants to would be great. A good proportion of my tenants dont open their windows or draw the curtains. They dont know how to use a vaccuum cleaner, or wipe the kitchen clean or clean their window sills or bathroom properly. There is a massive gap in education for renters about how to keep a property clean and tidy. They leave piles of rubbish against the back door and wonder why they end up with mice in the kitchen.
160	Reasonable is a subjective word. However if we get too prescriptive and legalistic we move away from the current model that while not perfect works well for the vast majority of tenants and landlords who are reasonable people.
172	A landlord should specify what their reasonable expectations are.
177	you have to spell it out for some tenants and even then it is an up hill battle. IE: open curtains, if you put food scraps outside you encourage mice and rats etc
184	No but with inspections, the landlord can make it clear what is expected.
187	everyone has a different idea of clean and tidy
192	As mentioned in previously in the survey
203	Yes the only way you could make this clearer is to state that if cleaned it would reveal the state that it was originally rented at , less expected wear and tear.
210	People have different standards of cleanliness. "Reasonably clean and tidy" is too ambiguous.
217	Having rubbish piled up either inside or outside is not reasonably clean and tidy. A landlord should be able to stipulate what level of cleanliness is required to ensure that a tenant receives their entire bond back.
220	Things like regularly opening windows and airing a property should be specified so that tenants know what the need to do to stop a property developing mould etc.
222	That is a very grey area. But not with Ovens. OMG, ovens! It blows my mind how a beautifully clean new or near-new Stove, within six months, can be broken and trashed and FILTHY!!

ResponseID Response

228	"Reasonably" is open to interpretation. Like "fair, wear and tear" which is frequently used as an excuse for not taking care. I can live in a house 12 years, never stain the carpet, keep clean and well looked after. Then offer it to a tenant and in 12mths - stains, marked walls, damage. It's shocking.
229	what about still working/ all in order
236	Everyone had a different concept of what is clean and tidy. When a tenant enters a rental of mine, the standard that is presented at entry is the standard I expect to be kept up (reasonably). This is defined by an entry inspection with the tenant present and about 60 photos of the interior and exterior of the property so there is clear evidence of the clean and tidy state at entry.
241	When I began as a Landlord, I assumed my idea of 'reasonably clean and tidy' would be the same as my tenants. However, this assumption of mine was wrong. I now add a small page of 'common sense' to explain what this actually means when seeking to find a new tenant.
248	Too open to interpretation by the tenant.
252	'Reasonable' is far too vague and wide open to mis-interpretation. I hav had properties left 'reasonably' clean in the opinion of an Adjudicator, and I know that if I tried to rent it out in that condition I know that the same Adjudicator would ping me for failing to provide that property to the ingoing tenant in a clean and sound condition.
257	This is the WORST clause in the RTA. no 2 person has the same standard of what is reasonably clean and tidy and is the cause of many a dispute between landlords and tenants at the end of the tenancy. Better to have it defined - eg carpets professional clean, so that tenants know what to expect when they move into a place and then what is expected of them at the end of their tenancies.
261	Define reasonable, get someone else to define reasonable, see if they match up..... There are a lot of variances in this description dependent on the persons understanding of reasonable.
262	Tenants regularly don't keep the property clean and tidy.
267	This should be as per photos provided when they moved in. Especially in relation to looking after the grounds. Also bathrooms and kitchens in particular should be ventilated and kept free of mould. Tenants are far more remiss in this area then landlords are.
268	Everyone's idea of clean and tidy is different.

72. What would make clear the sort of behaviour a landlord can expect?

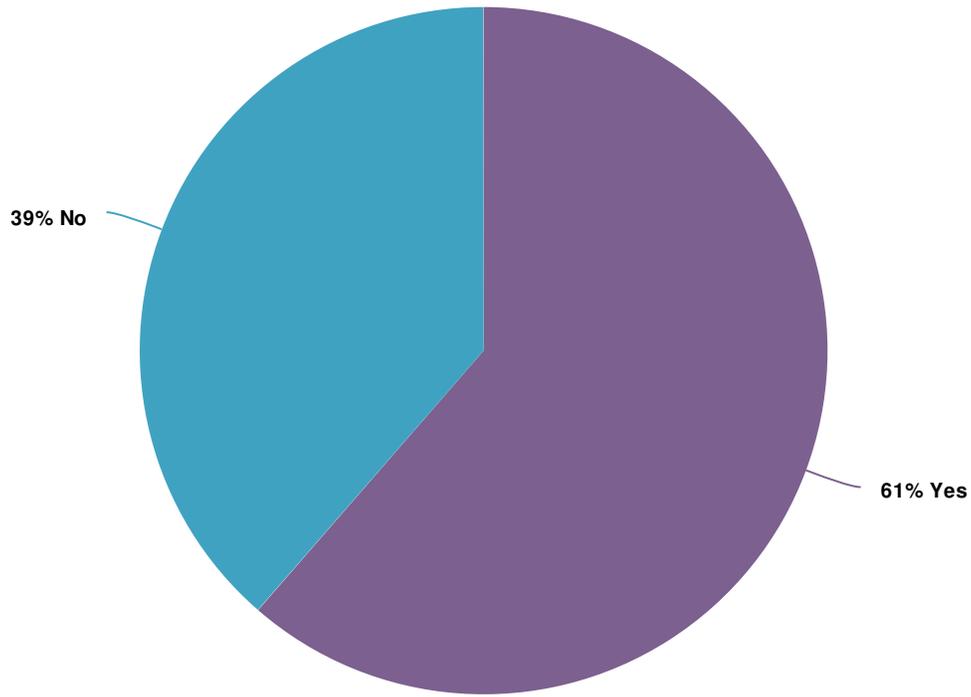
ResponseID Response

26	Respect & responsible. Pay your rent & keep a clean, tidy home. Damage is not wear & tear. Follow the rules in the tenancy agreement.
29	Photos of a clean and tidy house in the act. Some people only understand pictures.
42	Obey the Law, be a good citizen and a good neighbor. HNZ already have this spelt out but fail miserably to enforce their own dictates. No reason why those rules shouldn't apply to all tenancies.
48	An agreement between landlord and tenant where it is written and made clear what each parties responsibilities are.
56	I can only ask that they keep the house in a safe and hygienic way as often they are able. If they are unable to do so, that they hire a cleaning service. We were busy working and were young professionals with a hectic social life. We got a cleaner in every two weeks to clean our apartments both in Sydney and in Singapore as we felt we were unable to do a better job ourselves with the time we had.
67	Outlining what tenants have to do and in what frequency eg vacuum the carpet weekly.
122	Everything has to be itemised in the rental agreement, and then the property manager to check every three months. This is why I think having a property manager involved is ideal so that they are being relatively 'impartial' to both landlord and tenant.
128	Not just live in it. Maintain and keep on top of things that need to be done. Clear rubbish off section.
132	The tenant has to have the property commercially cleaned at the end of the tenancy.
151	Listed in the tenancy agreement or a supplement documentation. Communication is key.
177	dumb it down, spell it out for some tenants although like above not sure this would help
184	The landlord can provide guidance, in writing if necessary.
187	Clean, no unhealthy buildup of waste or rubbish, nothing that can cause property damage, eg rubbish on carpets,excessive contents allowing pest or mildew damage
197	Guidance document for inspections with photographs of examples.
210	A list of items and the standards required attached to the tenancy agreement.
217	Having it spelt out in the tenancy agreement or in the RTA.
220	Stating the types of things that need doing regularly to keep a property clean.
222	The ability for a Landlord to write a clear list in the Tenancy Agreement that details the end-of-tenancy cleaning expectations (eg carpets professionally cleaned)

ResponseID Response

228	I detail my expectations in an attachment to the tenancy agreement. Maybe the whole tenancy agreement document could be set up as a template like business.govt.nz have set up - an employment agreement builder. It's an excellent resource. It says what clauses are mandatory, recommended or otherwise. A tenancy agreement used to be one page long now it's too long.
229	well maintained, looked after, house proud
236	What I have written above. Also, I add a ventilation clause plus a clause about not putting items such as fridges on the carpet, or pot plants directly on to the wooden decks without a saucer underneath them. It really does need to be spelled out what the expectations are as not everyone is clean and tidy and not everyone knows how to look after a house. A cleaning guide could be a good start.
241	More explanation and examples of what is expected, written in everyday language so is easy to understand.
248	In writing and signed off by both parties - with annual revision by both parties.
252	Proper penalties for non-compliance by the tenant, fully enforced.
257	clearly defined the list of actions needed to ensure the level of cleanliness expected at the start and the end of the tenancy. make it a part of the tenancy agreement.
267	Photos and sample photos of what is and or is not acceptable, for both parties.
268	Some examples of what is considered clean and tidy - eg. open windows/doors to ventilate, floors to be clean of grime, etc. and for the tenant to sign a form to acknowledge they understand.

73. 9C. Should a tenant in a longer-term tenancy have additional responsibilities for the care and maintenance of the property?



Value	Percent
Yes	61.4%
No	38.6%

74. Please state why and/or share your story: You'll have the opportunity to upload photos at the end of this section.

ResponseID Response

26 Renters insurance

29 But if a tenant is responsible they also need to be capable or must employ a professional or they will damage the asset.

34 I think current law is good

ResponseID Response

42 Yes , because time is the manager of events. Things happen and little by little things change without being noticed. Along comes someone who notices. Many tenants are good with this but some simply don't care or know no better. Minor things become major if not attended to, especially around water. Two items particularly need attention. Carpets. When tenants live in a house the carpets can get really dirty. A tenant in a longterm should be required to have them cleaned or provision made for this to happen every couple of years. The other item is curtains where they are part of the tenancy. Three things happen with curtains. Number one is time. Two is animals and three is dirt and handling damage. Cats and dogs can contaminate curtains and other soft furnishings with hair, and in the case of cats with cat allergines. Cat allergenes are the worst allergen for a sufferer. It is hard to remove and will contaminate all soft furnishing, wall paper and even furniture. Cat spray also has a bad effect with the smell etc. Now that may not affect the current tenant but can cause grief big time for a new tenant. Handling and general dirt is caused by "living" and using curtains. It is easily picked out. Time is where mouldy curtains come from. Curtains go mouldy in warm and humid conditions and the warmer we make houses the more it will happen, especially with many of the fabrics that are available today. NZ is between 2 oceans and is always going to have high humidity. The fabrics absorb that humidity along with the dust and bacteria. The fabric makes a good substrate for the mould to grow on. Mould doesn't grow overnight. Its takes time to colonize and spread via its spores . Initially it shows up as orange spots on the fabric. When the room goes cold such as when the room is left cold then the mould goes to spore form and turns black. spores get spread and the cycle resumes in the warmth and higher humidity. So looking at the curtain issue animals are a direct result of the tenants occupation as is dirt and grime. Mould is as well but takes a lot longer to be noticed. These days many LL's require people to have their curtains cleaned and here is where there is room for considerable improvement in the rules. As I said time is the factor. I have been cleaning curtains now for 14 years and my angst is with LL's who insist on tenants cleaning the curtains when the tenants has only been in the house a short while. (see it so often.) Those curtains didn't go mouldy in that short while and I would like to see the TT take a stance on this. Too often I have seen tenants ripped off by being compelled to clean curtains that have not been cleaned for years when the tenant has been in the house just a short while. LL's take no account of the years previous either with other tenants or even occupying the house themselves. I currently advise tenants to challenge the LL about this. You can learn more by going here:
<https://curtaincleaners.co.nz/whys-and-all-about-curtains/what-about-water-on-the-windows/>

44 This should still be a LL responsibility to maintain the house.

48 If they want to have the assurance of being allowed to live there long term then they should treat the home as their own and be responsible for maintenance and all the other responsibilities that a home owner has

ResponseID Response

56	If the tenant were to sign more than 5 years with an annual increase in rent based on an agreed percentage, I would like to see a very different agreement to the RTA. Such as the first 12 months, as the landlord, I would be responsible for any minor issues, such as stove not working, shower head leaking etc. However, after the first 12 months, if the appliances or any work were no longer under a warranty, then any minor issues with the house will be looked after by the tenant. The landlord will be responsible for any major issues. If the tenant chooses to enjoy the garden by creating flower beds/vege patches, then the responsibility of the lawn should also be moved to them. I have no objections to my tenants wanting to beautify the garden.
80	They should take steps to ensure that the property stays in the same condition as it was when they moved in. It's not good enough for occupants to run a property down then expect a new one when they've turned it into a dump, as happens with Housing NZ.
83	But I have allowed a long term tenant to plant shrubs in the garden
90	Other than early notice of any issues, no. Which should apply in all situations anyway.
93	All tenants need to care for property themselves and landlord regular inspections and repairs as needed
105	Yes tenants break it they fix it. That's where Renters insurance be good too make compulsory to all tenants.
122	It doesn't matter whether it is long term or short term, because the property should always be maintained to a suitable standard.
128	Look after a place like they owned it.
129	the term of tenancy should not affect the act or minimum responsibility and care for the place
131	Similar to a commercial lease
132	All non structural maintenance. This includes painting (inside and out), appliances (if any), plumbing, electrics, flooring, grounds (including hedges and trees). if they want the rights of owners, they must have obligations.
144	Current law is good.
145	Lawns. Gardens (if that's what they are requesting to be able to do to said property then it should be at their full expense to maintain)
146	There should be a consistent level of standard regardless of how long the tenancy exists for. To do otherwise would potentially encourage less care of properties in shorter term tenancies.
148	It should be the same

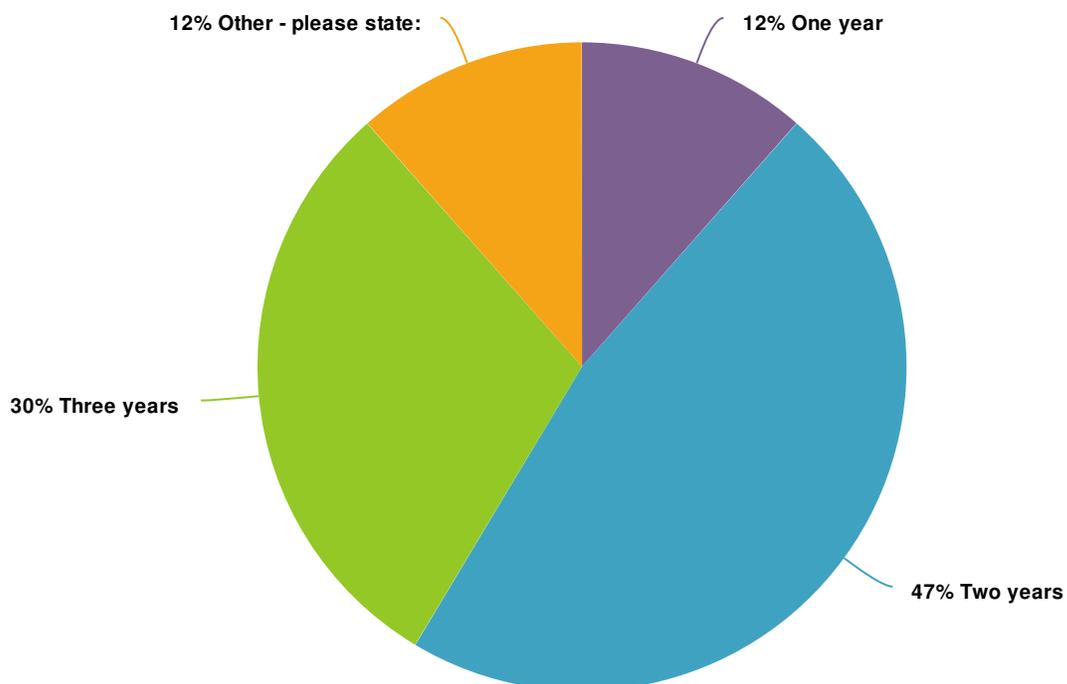
ResponseID Response

151	Better upkeep of gardens. Just mowing lawns if staying longer term is not sufficient. Better upkeep of the property some of the general maintenance things tenants currently expect landlords to be responsible for should become tenants responsibility such as window & guttering cleaning etc. (Where possible)
159	But there is regular maintenance required in older properties (eg repainting wooden windows, annual house cleaning etc) maybe every 2 years there should be a discretionary charge for a professional house clean (under furniture- wiping window sills etc
160	Tenants could be made responsible for: -Paying the rates -Paying the insurance -Paying the fixed utility charges. -Maintaining the property. -Returning the property at the end of the tenancy in exactly the condition it was in the day they rented it.
164	If they want to negotiate longer terms without any rental increase then the tenant should be responsible for keeping the property to the regulation standards.
177	but taking more responsibility for property the property becomes their home not just a house, they tend to look after it more make it their own and stay for a longer time
184	It shouldn't make any difference.
203	No need for any demarcation here - whether a tenant resides at a property for a few months or for several years you would expect a level of care.
206	Within reason
210	There are some areas that will be obscured by the tenant's possessions that would be impractical for the landlord/ property managers to see during routine inspections. Tenants must ensure these areas are checked over and maintenance undertaken on a periodic basis.
217	Why should it vary? The landlord is responsible for maintenance not the tenant. Again does the tenant warranty their work?
222	Repairs & Maintenance should remain the domain of Landlords - it would be too hard to govern fairly if Tenants had to take over any portion of this.(That becomes a Lease)
228	Why not? They want to have a home, be like a home owner. Can't have both/and. Too one-sided.
229	it's more like their home so they should look after it like their home
236	I would prefer to do maintenance such as gutter cleans etc myself so I know that it is done to a good standard.
241	Especially garden and outdoor care, but also cleaning walls and ceiling of general wear and tear. Sugar Soap is easy to use.

ResponseID Response

245	Landlord to keep up the maintenance.
247	It really depends on what "additional responsibilities" exactly would be covered by this.
248	The property is owned by the landlord - he/she is responsible for the maintenance of the property.
252	Provide all their own floorcoverings, light fittings, cabinetry, sanitaryware and cooking appliances. Pay all rates insurance premiums and interior maintenance costs.
257	should be mutually discussed.
261	Things like gutters, trees, waterblasting that a landlord currently pays for should be the tenants responsibility
267	Carpets as already outlined and also keeping ceilings, walls etc clean from fly droppings etc. A proper spring clean annually as it were with an inspection that checks this off.
268	If you want tenants to make their rental property their home, then giving them extra responsibilities for the care and maintenance will empower them to care for the property like their own.

75. 9D. At what point in time would a tenancy be regarded as 'longer term'?



Value		Percent
One year		11.5%
Two years		47.1%
Three years		29.9%
Other - please state:		11.5%

Other - please state:

5 years

18 months

3 months longer enoug.

5yrs

Current law stay. Most of the time it's the tenants who moved on.

Current status is good. No change required

I have a tenant on a periodic tenancy who has been there for 20 years.

Unfortunately tenants now move very quickly. I would have said two years but that isn't the case.

five years plus

76. 9E. What other changes to tenants' responsibilities might be needed to respond to changing trends in the housing and rental markets?

ResponseID Response

26	Looking after the property & letting the landlord know of any major maintenance issues. Compulsory renters insurance
29	Pay rent on time or pay interest.
34	No problem with current law. Tenancy tribunal to be fair and not bias.
44	All tenants should have insurance to cover for if they fall behind in rent and for any damages they cause.

ResponseID Response

48	More accountability if damages are made. Currently very hard to enforce and even harder to get reparation from destructive tenants
55	Remove Osaki!!!! Unlawful to not pay rent or rent arrears
56	Tenants need to understand that some houses they rent are old. It is their responsibility to understand how to look after these older homes for their own benefit. i.e. air out the houses, use energy efficient light bulbs, appliances.
83	Wash the windows now and then
90	Hold tenant legally responsible for damages and costs so that they can't just move on to the next property without settling their debt.
93	Need to report damage maintenance within certain period, need to report if they can't pay the rent
105	Tenants have to be responsible for their actions. (I am repeating myself)
122	Unsure
132	Landlords can provide the shell and the tenants can fit it out (similar to European models and commercial tenancies).
146	In a world where more of everyday life appears on social media, the right to privacy for the LL and the LLs property should be acknowledged. Unsubstantiated comments and allegations about the LL and their property could affect the LLs business and reputation. As such the LL should be able to expect some sort of privacy and respect and this should be recorded in the RTA.
151	Most Landlords and tenants are great and accept their responsibilities so those that don't should have harsher penalties.
159	Renters Insurance to cover against unintentional damage. Basic levels of cleanliness.
160	Offer long term tenancies, potentially along the lines of commercial tenancies. Tenants supply all their own fixtures and fittings, maintain them, pay all costs related to the property. In return they get a 10/20/30 year lease
172	They should be responsible for any damage they cause - accidental or deliberate. Not paying rent should be unlawful.

ResponseID Response

- 177 my experience in the lower end of residential market has been bad, high turn over damage etc they want greater stability in their tenancies which I would be happy to give but they need way more education of how to run and look after a home. They obviously are not being taught this from their families so more needs to be done in schools. Maybe short courses for those who struggle to get long term tenancies could be offered to help them secure a longer tenancy. There are other things like drugs and alcohol when these are a big part of the tenants lives or people the associate with it is very hard for stable tenancy. Government needs to look hard at this. There is a huge problem in south auckland, I have dealt with this the last 7 years and it is getting worse, big time!
- 184 Not paying rent should be unlawful!
- 192 More people will be renting in the foreseeable future rather than homeownership so we need tenants to be more responsible and have increased respect for a landlord's home and to take care of the house like its their own
- 197 Tenants should be responsible for ventilating a property or using provided extraction fans to ensure no build up of moisture in a property
- 203 We need to go back from this concept that it doesn't matter what a tenant does if a landlord is insured . You're a putting the onus on the landlord and not the tenant. If a person purchased a property- the bank would expect the owner to have insurance to protect the asset, so why do you expect an owner to carry the risk for a tenant who is residing within a significant asset to behave differently from the bank Tenants should prove that they have adequate insurance cover. Willful damage and vandalism should be a criminal act - not just seen as a civil matter. Tenants to understand the due diligence requirements set by insurers - eg our screening of all residents aged over 18 years Greater wear and tear for multi tenanted - flat share - larger family groups at property New immigrants and new tenants to acclimatize to NZ environmental conditions and rental house keeping standards. The education course run in Hawkes Bay should be rolled out nationally
- 210 In the event of unauthorised sub-letting by the tenant, any damage must be for the account of the tenant and any profits made plus exemplary damages accrue to the landlord.
- 217 Make it an unlawful act to not pay rent, and allow penalties to be payable on overdue rent. Make it an unlawful act for tenants to do damage to a rental property. Enable the police to be involved where tenants vandalise a property.
- 222 A zero-tolerance to Meth smoking. If the pre-tenancy test is Negative, and any during-Tenancy test is positive (REGARDLESS of the level) the Landlord has the right to give notice - because an illegal activity has occurred on their property.
- 223 Strict penalties for rent arrears.

ResponseID Response

229 enforced automatic payment of rent isn't late, repercussions for threatening landlords, to fix/ replace things they break and get rid of broken items. Professionally cleaning carpets, windows and walls, ovens etc. at end of tenancies. Harsher penalties for trashing a place (I've seen and heard so many scenarios where this happens in NZ and it's just devastating- something needs to be done about this- it cannot go on the way it is.

236 Tenants need to be held accountable for breaches to no-pets rules, no smoking etc. There should be some compensation for landlords who have carpets damaged by pets or other means. Further to my comment about increasing bonds to up to 12 weeks as a way of mitigating some of the risk: why is it that bonds held do not attract interest? If they did, then this would be an incentive for the tenant and for long term tenants their bond could compound and essentially become an asset. The whole issue is about risk, imo, risk to the landlord of loss of rent and damage and risk to the tenant of loss of home and security. There must be a win/win for genuine parties and an easy process to deal with the difficult and delicate situations for it to be fair.

245 Ensuring the rent is paid on time. Ensuring the landlord is informed of maintenance issues.

247 If tenants are held accountable for their actions and are made to pay for damage caused to rent properties (both unintentional and intentional), then landlords would have more peace of mind when renting out their property and would be more flexible in who they allow to rent their property, thereby making it easier for tenants to find a place to rent.

248 Tenants should have to take out insurance to cover any damage they do to the property.

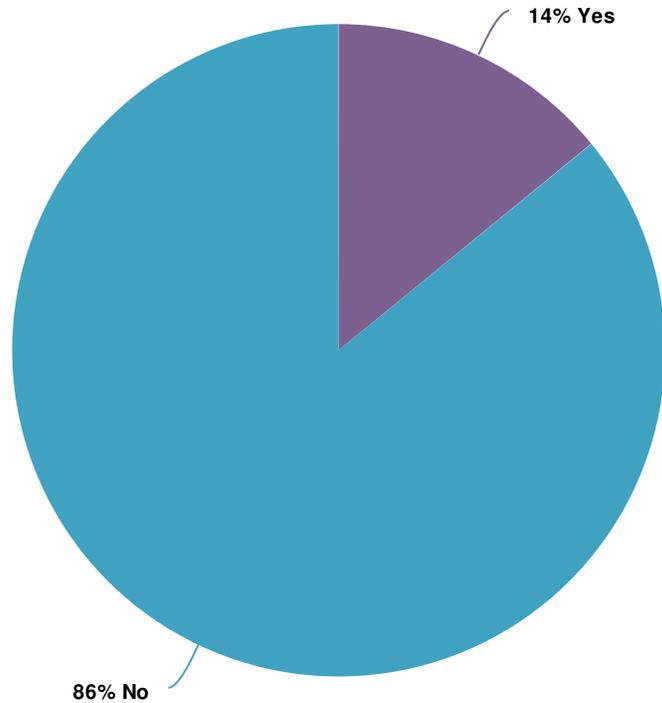
252 Compulsory tenant insurance, with termination of the tenancy if they fail to renew that insurance.

262 How about developing a european style tenancy where the tenant can rent for a long term (10-30 years), but is responsible for outgoings, repairs and maintenance and fit out, similar to a commercial lease.

267 Over turn Osaki and make all tenants responsible for damage they have done. Either that or legislate insurers to properly cover damage tenants have done. This and remove insurers ridiculous and immoral practice of telling landlords that each piece of damage is a separate incident that requires an excess amount. Landlords have firstly been shafted by Osaki, that whole saga again caused by an insurance company, I believe AMI and now directly by the insurers with their multiple excess practice! Either way landlords have been left completely without cover for damage and this has to change!

268 I wouldn't be opposed to tenancies being like commercial leases where the tenant is responsible for paying the rates, insurance etc, then they can make non-structural changes to the property, as long as they reverse all modifications when they leave.

77. 9F. Are there sufficient repercussions for tenants who don't meet their obligations?



Value	Percent
Yes	14.1%
No	85.9%

78. Please state why and/or share your story:

ResponseID Response

- | | |
|----|---|
| 26 | No accountability, \$5 week paying arrears if the landlord is lucky. They don't pay for accidental damage |
| 29 | I took a tenant to tribunal. He had stolen the curtains. The tribunal awarded costs of curtains less "wear and tear".... how is that fair? I still have to pay the price of new curtains... |
| 37 | Should be a register for tenants |

ResponseID Response

42 The Tenancy Tribunal is ineffective. Sure it can rule but, that's where it stops. The rules around penalties and the collection of same need toughening up. The TT is a minor court which is referenced to a full court. If you want to appeal then it goes to a Judge. At the moment any action is a civil action which has no repercussions for those that choose not to meet their obligations to the rulings handed down. This is where the TT needs some muscle. Once a person defaults the TT should be advised and action taken via IRD to sequester wages or benefits. In these days of data sharing that should be real easy to do and already happens with traffic fines and other court fines. Can also happen with council fines. Penalties for defaulting should be attached as well so the Court and the IRD are compensated.

44 Even after going to TT a LL may get repayments in small amounts over a long period of time. It isn't fair when the LL has had to pay for repairs or make up lost rent in a lump sum. All tenants should have insurance to cover this, they can then pay the insurance company back in installments.

56 It took two trips to the tenancy tribunal as our tenant weren't paying rent on time. WINZ was supposed to pay but it kept getting delayed. As a result, we paid more on interest on our mortgage because they didn't pay on time. the tribunal allowed her to pay us back weekly until it was paid back in full. After the second time, we asked her to leave. Who will pay for the additional interest incurred on our mortgage? We are a family with a young child and I was on maternity leave at the time this occurred therefore the strain on finances was not welcomed.

80 One year ago a tenant left a property full of rubbish with holes in the walls and doors, graffiti on the walls, and dog excrement on the floors. The clean-up cost was \$1500 with most of the work done by me with no charge. The tenant walked away, also owing \$750 arrears.

81 actually recovering the money they owe is nearly impossible.

83 But it takes too long for Tenancy Tribunal to act

90 Too often tenant can cause an huge amount of expensive damage with little or no repercussions. (It's only a rental and the landlord has plenty of money seems to be a common misconception)

93 There is more often than not none - I have never seen a tenant fined yet and so many remove smoke alarms, make damage dont report damage - even the good ones. Those that dont clean ventilate should be fined ?

102 Tenants can cause a lot of damage to a property, then when taken to the tribunal claim hardship and not pay, or pay VERY little to recover costs to the landlord. It is extremely unfair. There needs to be more weight applied to penalty breaches by tenants, make it a criminal offence.

105 #Too be made too pay any arrears owing too landlords, within a decent time frame. # Again Compulsory Renters Insurance. # 90 days if you get behine in your rent after this time we should be aloud too Terminate Tenancy Agreement.

ResponseID Response

- 122 In our experience, housing NZ were our tenants to two properties and I would never rent to them ever again. After 15 years, they were meant to reinstate the properties back to the way it was originally rented out to them. As an example, one house had 3 different types of carpet. The lawns were overgrown and unsightly. As another example, one property had some (low level) P contamination.
- 128 The ones that cause the problems mainly wouldn't have the means to rectify anything and don't care.
- 129 criminal charges
- 132 They can stop paying rent. For instance the hearing takes 12 weeks to organise. The TT then says they must pay. No interest is received, even when/if it is drip fed back.
- 142 Tenancy tribunal tends to favour the tenant and is a bit namby pamby
- 145 Not at all. There needs to be a law in place where criminal charges are laid.
- 146 I have no personal experience of this, but know of issues experienced by other LLs who have found it very hard to get tenants held to account for not meeting their responsibilities.
- 151 We had to take a tenant 3 times to the Tribunal for non payment of rent owing tens of thousands of dollars. He had no intention of paying which he had put in writing but we were still unable to terminate the tenancy. Landlords are punished harshly for breaches but tenants appear to have all the rights and get let off easy.
- 154 Should be much stricter to put people off repeat offending
- 159 Tenants seem to be able to get away with neglectful damage to properties with no consequences unless it can be proven as intentional damage This should not be left to Landlords to foot the bill as most of us are in this long term and dont have endless amounts of cash on hand. In fact its the opposite - usually we are in debt up to our eyeballs, having taken the risk of purchasing an extra property to rent to an unknown. I believe a renters insurance should be compulsory.

ResponseID Response

- 160 Rent arrears are by far the largest reason for applications to the tenancy tribunal. There are no consequences for a tenant not paying their rent and sitting out the time it takes before they can be evicted. It should be unlawful to not pay the rent and consequences should apply, such as exemplary damages or the ability for landlords to charge interest on outstanding rental payments. Landlords need much faster access to the tenancy Tribunal, especially when a sitting tenant has stopped paying the rent. Tenants should be made completely responsible for damage they cause. Access to show the rental property to potential new tenants should be clearer and tenants unreasonable limiting of access should be an unlawful act. Using a rental property for short term letting through websites such as Air BNB should be an unlawful act. Make tenants stopping rent payments when they give notice an unlawful act.
- 172 Lack of enforcement of rent arrears.
- 177 last 2 years I have had 3 tenancies where the tenant has just up and left. Un paid rent, damage! short tenancies. Bond has not covered costs and once gone I have not been able to contact tenant.
- 184 Decisions seem to side with the tenant more often than not. When the ruling goes against the tenant, it seems like a slap with a wet bus ticket.
- 187 TT is a complete failure, with no working recovery process. It is simply a waste of time but is pointed to by politicians as the protection mechanism against failure in their ignorant ill conceived proposals .
- 192 Mentioned countless times in this survey
- 197 Landlords and Insurance companies are becoming the bearers of responsibility and tenant are given a "no care, no responsibility" mandate.
- 203 Under present law it appears that tenants are able to act in a way that does not show respect for the value of the asset they are using The best example being the implementation of the Osaki case
- 210 There are many cases of tenants not paying rent and causing wilful damage to property and where the landlord has no practical means of recouping their losses from these rogue tenants.
- 217 Tenants paying back overdue rent at \$5 a week is a joke. Tenants getting away with trashing houses is a joke.
- 222 Not funding their own Bonds (so not caring if they do damages) and not paying Rent are both soooooo easy to get away with when you are on a Benefit. There have been so many times we've had tenants who miss their Rent, that own a better car than us and bigger TV than us. Why? Because the repercussions are practically nothing - heck there's not even a Bad Tenant List available to Landlords (to "protect" the Tenants privacy rights, for fks sake). What about protecting the Landlord's fiscal rights??

ResponseID Response

223 Not paying rent on time . Keeping pets in no pet contract

228 They get away with murder. Then again so do some landlords. But we're getting this thing going where renters are getting on board with landlord bashing. Interference from government is creating more problems than solutions.

229 no faith in tenancy tribunal to follow up on on rulings plus to get help in time

236 I constantly hear from landlords about being out of pocket for damages caused by tenants, but the tribunal has deemed it accidental. I feel it should be compulsory for tenants to have insurance and/or for there to be an increase in the amount of bond which can be taken.

241 I tend to cover a lot of cleaning costs and gardening costs when tenancies end as it is too much hassle to contend these costs through Tenancy Tribunal. There is currently no repercussions to tenant getting in rent arrears, all they sometimes have to do is 'catch up' with their arrears. There is no penalty for missing rent payments or not meeting their obligations.

245 Current orders not enforceable by Tenancy Tribunal, landlords then have to pursue further through other courts.

247 Tenants can cause significant damage to properties without be held accountable. This sends the wrong message to anyone in our society. People are usually brought up to take responsibility for their actions and this should also apply to rental properties.

248 As stated earlier - a ruling from the TT doesn't mean anything if the tenant doesn't pay.

252 They just walk away, bulletproof. Try getting money out of a transient tenant - even Watercare wont take them on as customers for that very reason.

261 The Osaki ruling has taken away a lot of tenant responsibility

262 Tenants who don't meet their obligations should be listed on a register, and should pay a late payment fee for late rent.

267 Absolutely not! Again as outlined above they have been given a free ticket to damage and run with almost no consequence at all other than a poor tenancy record. This does absolutely nothing to help the landlord who often has suffered major loss.

268 Most tenants are respectful, but there are some that aren't. These are the ones who don't meet their obligations and have no respect for the property or anyone else. There needs to be stricter penalties for these rogue tenants, just as there needs to be stricter penalties for rogue landlords. But DON'T PUNISH EVERYONE because of a select few!