

Fleming Foster Solicitors

Rental Property Standards

The Residential Tenancies Act 1986 requires landlords to provide and maintain rental properties in a reasonable state of repair for the tenants. When deciding what is a 'reasonable state of repair' one must consider the age and character of the property and how long it's likely to remain habitable and available to be lived in. It should also be noted that the Act requires landlords to provide properties in a reasonable state of cleanliness for the tenants - although it does not directly regulate the standard of rental properties. However, it does reinforce that landlords 'comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises'.



The Housing Improvement Regulations 1947 creates the minimum requirements that must be met when it comes to housing standards, and that it is local authorities and councils that are responsible for the enforcement of these regulations within their districts. The premises must comply with each of these requirements unless the dwelling complied with what would be considered an equivalent requirement of the Building Code at the time the dwelling was built. The purpose of the Housing Improvement Regulations is to ensure that properties are warm, dry, safe and sanitary for the tenants occupying the dwelling. The regulations that are found under the Housing Improvement Regulations 1947 are: room size, function and safety, light, ventilation, drainage and dampness, overcrowding, sewerage and sanitation, and heating.

It should also be noted that each dwelling, alteration, and additional ancillary building should have building consent and code of compliance if the dwelling or alterations were made post 1993. If they were made prior to 1993 then it was common for the dwelling to only have a building permit.

Earlier this year new housing standards came into effect. These standards require that all rentals have heaters that can warm the main living rooms up to 18 degrees Celsius. Each home must also have underfloor and ceiling insulation that meet the 2008 Building Code standards, while existing ceiling insulation must have a minimum thickness of 120 millimetres.

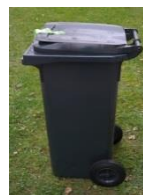
Private landlords will need to ensure their rental properties comply with the standards within 90 days of any new tenancy commencement date from mid-2021, while Housing New Zealand and registered Community Housing Providers will have until July 2023 to comply with the new standard of housing requirements. If the dwelling does not comply with the above Act and the Housing Improvement Regulations 1947, it should be noted that a tenant can apply to the Tenancy Tribunal for a work order or other type of order if a landlord will not meet their responsibilities for providing a safe and healthy home.

Where the rental cannot lawfully be used for residential purposes a tenant may apply to the Tenancy Tribunal for rent to be repaid to them, because the landlord has received rent that is not lawfully recoverable under the Act. Rentals that cannot be lawfully used for residential purposes could include illegally converted garages, unconsented dwellings and commercial properties used for residential use.

Why do we pay rates?

Rates provide income to councils around NZ to help fund services and facilities that benefit the public. Rates are collected for the overriding purpose of helping and improving local communities. Some of these services may include:

- road works, and new infrastructure
- waste collection, and water supply
- maintaining public grounds
- running community facilities such as libraries
- protection of buildings and general promotion for safer communities
- property information and advice



Councils calculate the annual rates for each property based on their respective valuations (including land and buildings) and the use of the property. Generally, these valuations are based on the current market value and are usually reviewed every three years. The use of a property generally falls into one of the three main categories being rural, commercial or residential.

How can you requisition a title?



Under an agreement for sale and purchase of land, a requisition of title is a request made by the purchaser to the vendor to 'make good' any defects to the title of a property before settlement. The purchaser may have a right to requisition the title where there is a serious defect or encumbrance that is not notified or included in the agreement.

The purchaser may requisition the title within 10 working days from the date of the agreement. If a requisition is not made within this period, the purchaser is deemed to have accepted the title. Once the requisition is raised, the vendor can remove the defect before settlement or if the vendor does not comply with the requisition, the purchaser can cancel the agreement or proceed regardless.

Defects to a title (in the case of a cross lease) may include alterations to the external dimensions of a leased building that is not included on the current flats plan.

I suggest obtaining legal advice when purchasing a property.

If you have any questions or concerns regarding whether or not the dwelling you are renting meets the required standards and regulations or have any questions about the contents of this publication, please contact one of our team today. We are here to help.

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