

# **Residential Tenancies Amendment Bill**

Government Bill

As reported from the Social Services and Community Committee

## **Commentary**

### **Recommendation**

The Social Services and Community Committee has examined the Residential Tenancies Amendment Bill and recommends (by majority) that it be passed with the amendments shown.

### **Introduction**

The Residential Tenancies Act 1986 came into force over 30 years ago to govern a rental market very different to the rental market today. This bill seeks to make a number of changes to modernise the Act. It would also make changes to the rights and obligations of tenants and landlords.

The bill would:

- increase the security of tenure for tenants who are meeting their obligations by removing a landlord's right to use "no cause" terminations to end a periodic tenancy agreement
- require that fixed-term tenancy agreements must become periodic tenancy agreements upon expiry unless both parties agree otherwise, or certain conditions apply
- clarify the rules about minor changes tenants can make to premises
- prohibit the solicitation of rental bids by landlords
- limit rent increases to once every 12 months
- allow for identifying details to be suppressed in situations where a party has been wholly or substantially successful in taking a case to the Tenancy Tribunal

- clarify the Tenancy Tribunal’s power to suppress names and identifying particulars of any party or evidence given, if that is in the interests of the parties and the public interest
- require landlords to permit and facilitate the installation of ultra-fast broadband, subject to specific triggers and exemptions
- increase financial penalties
- give the regulator new tools to take direct action against parties who are not meeting their obligations
- make other administrative changes.

### **Proposed amendments**

This commentary covers the main amendments we recommend (by majority) to the bill as introduced. We do not discuss all minor, technical, or consequential amendments that are proposed.

### **Prohibiting rental bidding**

Clause 17 of the bill would insert new sections 22F and 22G into the Act to prohibit rental bidding, by specifying that a landlord must state the amount of rent when advertising residential premises and must not invite or encourage bids for rent. Rental bidding can exacerbate affordability issues in the market because it leads to higher rents being paid for properties than originally advertised.

However, we note that sometimes housing provision is included as part of an employment package and the cost of the accommodation is deducted from the employee’s pay in an arrangement known as a “service tenancy”. We consider that it would be unreasonable for rent to be stated in these particular advertisements, especially as there are no requirements in employment law for including the remuneration amount in employment advertisements. Additionally, we note that employers offering housing provision as part of an employment package are not primarily motivated by getting the best rent.

We recommend amending clause 17, proposed section 22F(2), to specify that the requirement to state the amount of rent in any advertisement or offer would not apply to a service tenancy.

### **Assignment and break-lease fees**

Assignment involves a tenant transferring their interests and responsibilities under a tenancy to a new tenant. Currently, the law distinguishes between tenancy agreements that prohibit assignment, and those that require landlords to consider assignment requests on a case-by-case basis. The bill proposes that all assignment requests be considered by the landlord, who may not withhold consent unreasonably.

We consider that landlords should be required to respond to the assignment request in writing, and within a reasonable amount of time. This would ensure that they do not effectively withhold consent by failing to respond. We are aware that “a reasonable

amount of time” is a subjective measure, but consider that it need not be strictly defined. It should accommodate both a response that needed only a short time, such as a reference check, through to a response that might need more time, such as for a criminal record check.

We also consider that a landlord should only be required to respond to an assignment request if the request names the proposed assignee. This would allow the landlord to conduct appropriate checks to determine the suitability of the assignee.

We recommend amending clause 24 by inserting new section 43B(3A) to specify that a landlord must respond in writing to an assignment request within a reasonable period of time if the tenant makes a written request that identifies and includes contact details for the proposed assignee. We also recommend inserting section 43B(3B) to make it an unlawful act if the landlord fails to comply. (Under section 109 of the Act, if a person intentionally commits an unlawful act, the Tenancy Tribunal can order that person to pay an amount (in the nature of exemplary damages) to the other party to the tenancy or, in some circumstances, to the regulator.)

### **Fibre connections**

The bill would require landlords to permit and facilitate the installation of fibre broadband services. This is designed to ensure that New Zealanders renting a property have similar opportunities to access fibre as owner-occupiers.

#### **Compromising weathertightness of a building**

Clause 28, which would insert section 45B(2)(a)(i), would exempt landlords from fibre obligations if installation would compromise the weathertightness of the building.

We note that almost all fibre installations involve penetrating the building, which could be considered as compromising its weathertightness. The same is true with heat pump installations. Usually, however, the risks to weathertightness are reasonably managed.

We recommend replacing section 45B(2)(a)(i) to exempt landlords from permitting the installation of a fibre connection if installation would “materially compromise” the weathertightness of the building.

#### **Compromising the character of a building**

Clause 28, new section 45B(2)(a)(ii), would exempt a landlord from permitting the installation of a fibre connection if it would compromise the character of any building (other than by having a mere visual impact).

We consider that, in some circumstances, what would technically be classed as a “mere visual impact” could be a legitimate reason for an installation not to proceed as it might significantly alter the character of the building.

We recommend replacing proposed section 45B(2)(a)(ii) to specify that a landlord is not required to permit the installation of a fibre connection if installation would “materially compromise” the character of a building. We note that this is a subjective

test, which might be tested by the Tribunal. However, we consider that it would provide flexibility to cover a wide range of situations that may arise.

#### **Time limit on renovation exemption**

Clause 28, new section 45B(2)(c), would exempt the landlord from permitting the installation of fibre if the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment of the premises and the installation would impede that work.

We wish to protect against misuse of this provision and ensure that the landlord's intention is genuine. We propose that the exemption specify that material steps must be taken in progressing the alterations within 90 days of the request for fibre. We recommend amending proposed section 45B(2)(c) accordingly.

#### **Landlord or network operator unable to obtain consent**

Clause 28 would insert section 45B(2)(d) to exempt a landlord from permitting the installation of a fibre connection if installation requires the consent of a third party and the landlord or network operator is unable to obtain consent.

We note that the Telecommunications (Property Access and Other Matters) Amendment Act 2017 already provides for a scheme which allows shared property owners to object to fibre installation in certain circumstances, on a limited number of grounds.

We consider that the bill's proposed provision unnecessarily duplicates adequate processes in the Telecommunications Act. We recommend removing section 45B(2)(d).

#### **Tenancy Tribunal's jurisdiction**

One technical change that we recommend is the removal of proposed new section 77(2)(mab). This paragraph was intended to ensure that the Tenancy Tribunal had jurisdiction in respect of disputes about the landlord's obligation to facilitate fibre installation. We are satisfied that this matter is already covered by the general language of section 77(1), so paragraph (mab) is unnecessary.

#### **Termination by notice**

The bill would remove "no cause" terminations to prevent landlords from being able to end a periodic tenancy without a reason. Instead, landlords would be able to end a periodic tenancy on various specific grounds. They include existing grounds in the Act and additional grounds proposed by the bill. This is designed to ensure that the tenants would know why their tenancy was ending and that a justified reason existed. It would also give tenants the benefits of security of tenure.

#### **Termination to allow the owner or a family member to move in**

Clause 32 of the bill, which would amend section 51 of the Act, specifies that a landlord may end a periodic tenancy on at least 63 days' notice if the owner requires the premises as the principal place of residence for themselves or a family member.

We consider that a further restriction should be applied: that the owner or their family member must move into the premises within 90 days. This would help ensure that the notice of termination was genuine in its intent and that the property did not stand vacant for an extended period of time.

We recommend amending clause 32, section 51(1)(a), to this effect.

### **Termination where the landlord requires the premises for an employee**

Clause 32 would amend section 51 to allow a landlord to terminate a periodic tenancy on at least 63 days' notice if the premises are to be occupied by employees of the landlord. This possibility would have to have been clearly stated in the tenancy agreement.

We note that the Ministry of Education owns many premises that are made available for teachers. However, because teachers are employed, or engaged as contractors, by their relevant board of trustees and not the ministry, the ministry could not use the proposed provision to terminate a tenancy.

We also note that there may be other work situations where it should be allowable for a tenancy to be terminated if the premises are to be occupied by contractors under contracts for services to the landlord.

We recommend amending clause 32, section 51(1)(b), to allow a landlord to terminate a periodic tenancy by giving at least 63 days' notice if the landlord customarily uses the premises, or has acquired the premises, for occupation by employees or contractors under contracts for services, and this was clearly stated in the tenancy agreement.

We also recommend amending clause 32 by inserting section 51(1)(c) to specify that the Ministry of Education, as landlord, may terminate a periodic tenancy if it customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or contractors under contracts for services with a school board, and needs them for that use. The tenancy agreement must have provided for this possibility.

### **Termination to change to a commercial premise**

Clause 32 would amend section 51 to allow a landlord to terminate a periodic tenancy by giving at least 90 days' notice if the premises are to be converted into commercial premises.

We consider that a further restriction should be applied: that the premises must be used for a commercial purpose for at least 90 days. This would help ensure that the tenancy was terminated because of a genuine intent to use the property commercially and that the tenant was not required to leave earlier than necessary.

We recommend amending clause 32, section 51(2)(e), to this effect.

**Termination to allow renovations**

Similarly, clause 32 would amend section 51 to allow termination of a periodic tenancy if extensive alterations, refurbishment, repairs, or redevelopment were to be carried out, and it would not be reasonably practicable for the tenant to remain in place.

We consider that where a landlord has terminated a tenancy on this ground, the landlord should take material steps towards beginning renovations within 90 days of the termination date. This would ensure that the notice was given with genuine intent and that the premises do not stand idle.

To allow flexibility, we consider that “material steps” need not be strictly defined, but they should relate specifically to the termination ground.

We recommend amending clause 32, section 51(2)(f), to include the requirement that work is to begin, or material steps towards it are to be taken, within 90 days after the termination date. We also recommend inserting section 51(2AAA) to define “taking a material step” as applying for regulatory consent, seeking engineering or other professional advice, or taking any other significant step.

**Termination because of demolition**

Clause 32 would amend section 51 to allow a landlord to terminate a periodic tenancy, with at least 90 days’ notice, if the premises are to be demolished.

As with the above provision, we consider that the landlord should take material steps towards beginning demolition within 90 days. We recommend amending clause 32, section 51(2)(g), accordingly.

**“Within 90 days” of termination**

As noted, clause 32 provides for a number of termination grounds that envisage landlords doing certain things within 90 days of the termination date.

We note that a tenant could give 28 days’ notice following a landlord’s giving of a 90 day notice. This would terminate the tenancy earlier than the landlord had expected.

We recommend inserting clause 32(4), new section 51(9), to clarify that, when calculating the 90 days, “termination date” means the date provided for by the notice of termination given by the landlord, regardless of when termination in fact occurs.

**Social housing termination grounds**

Clause 35 would insert new section 53B into the Act. Amongst other provisions, it would specify that a social housing provider may terminate a tenancy if it considers that the tenant should be transferred to other social housing because of the tenant’s needs, the social housing provider’s operational needs, or the needs of the community.

The Public and Community Housing Management Act 1992 (PACHMA) already allows Kāinga Ora and registered community housing providers (CHPs) to transfer a tenant to different housing within their housing portfolio if they consider this necessary or desirable for any reason. This transfer is effected either by the parties agreeing

to the transfer, or the social housing provider using a 90-day no cause termination under the Act and offering a new tenancy.

We consider there is some uncertainty about how this bill's transfer provision might interact with PACHMA's existing transfer provisions, and see the possibility of unintended consequences. We discuss these issues below.

#### *Aligning the termination ground with PACHMA's transfer provisions*

As it stands, the bill would allow a termination to facilitate a transfer based on the needs of the tenant, the social housing provider, or the community. However, PACHMA allows a transfer to other housing appropriate for the tenant's needs "if it is necessary or desirable for any reason". We propose that the social housing termination ground in the bill be widened to align with PACHMA. We note that termination decisions would continue to be taken in the context of Kāinga Ora and CHPs' mandate to provide housing for vulnerable people.

We recommend amending clause 35, section 53B(1)(b)(iii), to specify that a landlord under a periodic tenancy may terminate the tenancy by giving at least 90 days' notice if the social housing provider requires the tenant to transfer to different social housing. The provider must consider that the transfer is necessary or desirable, and that the other housing is appropriate for the tenant's housing needs.

#### *Clarifying the role of the Tenancy Tribunal in cases where a tenant is transferred*

We propose that the Tenancy Tribunal would not be able to review a social housing provider's reasons for transferring a tenant, including consideration of whether an alternative social housing home offered to a tenant meets the tenant's housing needs. We consider that the Tribunal should focus on whether the Act's obligations are met, while existing processes can be used to determine the property's suitability.

We recommend amending clause 35, section 53B(1)(b)(iii), to specify that the determinations that the transfer is necessary and the housing is appropriate be made by the provider.

#### *The termination ground does not affect the existing social housing transfer process*

We propose that the bill clarifies that the termination ground does not affect the existing social housing transfer processes in that a new social housing assessment is not required to invoke the termination ground.

We recommend amending clause 35, section 53B(1)(b)(iii), to specify that the social housing tenancy can be terminated to facilitate a transfer based on the most recent needs assessment by the social housing agency (notified to the provider), regardless of when the assessment and notification took place.

### **Termination for anti-social behaviour**

Clause 37 would insert section 55A to allow a landlord under a periodic tenancy to apply to the Tribunal for an order terminating the tenancy on the ground of anti-social behaviour. The Tribunal would make the order if it was satisfied about certain things.

The tenant (or person on the premises with their permission) must have exhibited anti-social behaviour on three separate occasions, and the landlord must have given written notice each time. The landlord's application to the Tribunal must be made within 28 days after the third notice.

The bill would place the onus of disproving the anti-social behaviour on the tenant before the Tribunal, if the tenant chose to challenge the notice. We consider this unfair and potentially prohibitive for tenants who wished to challenge a notice.

We recommend amending clause 37 to insert section 55(5A). It would specify that, if a tenant makes an application to the Tribunal challenging a notice given under subsection (2)(b), it is for the landlord to prove that anti-social behaviour occurred and that the notice met the requirements of subsection (2)(b).

### **Privacy and access to justice**

Clause 51 would insert section 95A to make two changes to the name suppression policy. First, it would make clear that the Tribunal could make a suppression order prohibiting the publication of evidence, or the name or any identifying particulars of any witness or party to proceedings. It would also require the Tribunal to prohibit the publication of the name or identifying particulars of a party to the proceedings if that party had applied for suppression and been either wholly or substantially successful in the proceedings (unless the Tribunal considers publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case).

The Ministry of Business, Innovation and Employment (MBIE) can take a case as the regulator on behalf of a party. As introduced, the bill would require MBIE to apply for name suppression for that person. We note that in some cases tenants may not be aware that a case has been taken up on their behalf, and we would not wish them to be potentially disadvantaged for future tenancy applications.

Considering this, and to simplify the process for MBIE and the party on whose behalf the case has been taken, we suggest that the bill provide for automatic suppression when MBIE takes a case on behalf of a party. We recommend amending clause 51 to insert section 95A(3A) specifying that, if the chief executive acts in the place of a party under section 124A, the Tribunal must make an order that the name and identifying particulars of the party not be published.

## **Enforcement**

### **Associated person test**

The bill provides that landlords with six or more tenancies would be subject to higher infringement fees and pecuniary penalties. To avoid landlords structuring their affairs in such a way as to avoid liability, the bill sets out an associated person test, with the tenancies of the associated person counted towards the landlord's number of tenancies. The bill proposes that the associated person test include parents, children, partners and spouses, and the parents and children of partners and spouses, as well as a number of company arrangements.



Many landlords submitted that they have very little contact with people who would be considered their associated persons. We agree that there will be many instances where two or more landlords who are considered associated persons will have little or no business connection with each other.

We recommend amending clause 4(4) to replace section 2A(a), to specify that one person is associated with another if they are their spouse, civil union partner, or de facto partner of the other person. This would remove parents and children and the parents and children of spouses and partners from the associated person test.

### **Determining what is a “large-scale” landlord**

The bill provides that landlords with six or more tenancies would be subject to higher infringement fees and also to pecuniary penalties. The intent of the bill is to hold larger-scale landlords to account as breaches of the Act by them are likely to do more serious damage across a larger property portfolio. Additionally, the new penalties would help protect the tenants of boarding houses, who are particularly vulnerable and face barriers to enforcing their rights.

The “six tenancy” threshold as proposed, however, would capture some landlords who may neither own boarding houses or large-scale tenancies. For example, a landlord may own two houses with three room-by-room tenancies in each, amounting to six tenancies.

We recommend amending clause 4, to insert new section 2(2C) and (2D) to specify that, to determine how many tenancies a landlord has, any tenancies related to a room-by-room tenancy that is not a boarding house should be treated as only one tenancy.

We also recommend amending clause 55, which would insert new sections 109B to 109E, by replacing section 109B(1)(a) to ensure that the Tribunal may make pecuniary penalty orders to a landlord of a boarding house as well as a landlord of six or more tenancies.

We also recommend amending Schedule 3 of the bill, which would insert new Schedule 1B in the Act, to specify that a landlord would be liable for fines and fees for infringement offences if they have six or more tenancies or are the landlord of a boarding house. This would be a consequential amendment as a result of the amendments to clause 4.

### *Infringement notice still valid for large-scale landlords, even if issued for fewer than six properties.*

The bill provides for differing infringement fees depending on how many tenancies a landlord has. As the bill stands, an infringement notice could be given for a penalty on five or fewer properties, even though the landlord had six or more properties.

We do not want the infringement notice to be invalidated. We consider that the bill should provide that an infringement notice is still valid even if it issued for the penalty for five or fewer tenancies, when the landlord had six or more tenancies.

We recommend amending Schedule 3 of the bill (new Schedule 1B in the Act) to insert clause 2A specifying that an infringement notice served on a landlord with six or more tenancies or a boarding house is not invalid merely because the notice imposes a fee for an offence relating to five or fewer tenancies.

### **Regulations relating to infringement offences**

The Regulations Review Committee recommended that the bill should include guidelines as to the exercise of the regulation-making power to specify infringement offences.

We note that standard practice is for the Ministry of Justice to be consulted before new infringement offences are recommended.

We consider that the bill should include a requirement for the Minister responsible for the Residential Tenancies Amendment Act 1986 to consult with the Minister of Justice on any new proposed infringement offences before recommending any regulations. We recommend inserting new clause 69A which would insert new section 139A to this effect.

### **Failing to provide minimum information**

The Act lists the minimum information required for a tenancy agreement. However, there is no penalty for failing to provide this information, even though it could result in parties having difficulty enforcing their rights.

We consider that it should be made unlawful for a landlord to fail to provide the landlord-related information in a tenancy agreement.

We recommend amending clause 8 by inserting new section 13A(1AAA) to specify that a landlord who fails to ensure that the tenancy agreement includes the landlord-related information specified by the Act commits an unlawful act.

### **Requirement to retain documents**

The bill would require landlords to keep certain records and provide them to the regulator on request, including records of any building work, prescribed electrical work, or other maintenance work. We note that this wording may not encompass gas work and plumbing, and consider that these should be included in records of building work required to be kept by the landlord.

Also, we consider that the reference to building work may be too broad as that term includes relatively low-risk work that a lay person can carry out without needing consent. For that reason, we recommend qualifying the term so that documents must be retained for building work requiring a building consent.

We recommend amending clause 61, section 123A(1)(c), accordingly.

### **Transitional and emergency housing**

The Act exempts certain transient and temporary housing, and only limited provisions apply to short-term tenancies for fixed terms. We note that the Government adminis-

ters various transitional and emergency housing assistance schemes, such as the Emergency Housing Special Needs Grant.

The grant was originally intended to be provided for up to seven days, and transitional housing for up to twelve weeks. However, due to pressures in the housing market, lengths of stay in transitional and emergency housing are increasing, so there is a real risk that the Act's provisions could apply to these types of housing.

If the Act applied to transitional or emergency housing provision, one unintended consequence could be that some providers may choose to exit the market. This could leave large numbers of New Zealanders without a place to stay.

We consider that the bill should provide for a new exemption to clarify that the Act does not apply where a person occupies a premise that is provided as part of transitional or emergency accommodation. We recommend amending clause 5 (which would amend section 5) to insert new subsection 1A. This would exclude the Act from applying where the premises are used to provide emergency or transitional accommodation, and it is funded wholly or partly under the Special Needs Grants Programme; or by a government department as emergency or transitional accommodation for people in need of housing; or where the accommodation provider is a person prescribed by regulations made under the Act.

We consider that this exemption should commence as soon as practicable to minimise the risk of providers exiting transitional and emergency housing schemes. We recommend amending clause 2 to specify that the exemption would come into force on the day after the date on which this legislation received the Royal assent.

### **National Party minority view**

National opposes the Residential Tenancies Amendment Bill. The bill would significantly change the balance of rights between landlords and tenants, reducing the rights of landlords in ways that would also be of ultimate detriment to their tenants. This bill would not improve relations between landlords and tenants nor assist the increasing need for rental options.

While the bill seeks to make a large number of changes, the most problematic is not allowing a landlord to end a tenancy with 90 days' notice, except for a very limited number of reasons. This ability of a landlord to end a tenancy would now be severely limited and consequently would not reflect private property rights.

Particularly in cases of poor tenant behaviour, landlords would now be required to issue three separate notices within a 90 day period before engaging the Tenancy Tribunal. While acknowledging that notice is important, in the instances where poor behaviour must be immediately addressed—often for the sake of neighbours and the wider community—this new provision would simply prolong problems and arguably lead to further issues as subsequent notices are awaited. That the Tribunal's processes often take a long time would simply compound issues. Finally, the burden of proof would move solely to the landlord which will inevitably prove difficult for many circumstances of anti-social behaviour.

Changes such as limiting rent review to once every twelve months would simply lead to less frequent yet larger increases. Similarly, that the bill seeks to prevent rental bids may only lead to higher prices being set in the first instance. These are just two examples of reactive changes that some may think positive on first look, but would actually make the situation for renters arguably worse.

National Party members are concerned, as are a large number of submitters, that these changes would simply make renting harder and more costly. These costs would ultimately be borne by tenants and consequently negate the very purpose of the bill. A number of submitters also noted that fewer people would seek to be landlords thereby reducing the available number of properties, and consequently lead to higher rents.

National Party members recognise that some changes are welcome, such as allowing minor changes to a property or ensuring access to fibre internet. These, however, do not outweigh the more substantial changes.

## **Appendix**

### **Committee process**

The Residential Tenancies Amendment Bill was referred to us on 20 February 2020. The closing date for submissions was 25 March 2020. We received and considered 1,436 submissions from interested groups and individuals. We heard oral evidence from 118 submitters via teleconference and videoconference.

We received advice from the Ministry of Housing and Urban Development. The Regulations Review Committee reported to us on the powers contained in clause 70.

### **Committee membership**

Gareth Hughes (Chairperson)

Darroch Ball

Paulo Garcia (from 27 May to 3 June 2020)

Anahila Kanongata'a-Suisuiki

Agnes Loheni

Hon Tim Macindoe (from 3 June 2020)

Hon Alfred Ngaro

Maureen Pugh (until 27 May 2020)

Priyanca Radhakrishnan

Hon Louise Upston

Angie Warren-Clark



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**Key to symbols used in reprinted bill**

**As reported from a select committee**

text inserted by a majority

~~text deleted by a majority~~





*Hon Kris Faafoi*

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Government Bill

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**The Parliament of New Zealand enacts as follows:**

**1 Title**

This Act is the Residential Tenancies Amendment Act **2020**.

**2 Commencement**

- (1) **Sections 5(1A) and (3) and 70(3A)** come into force on the day after the date on which this Act receives the Royal assent. 5
- (2) ~~This~~ The rest of this Act comes into force on the day that is 6 months after the date of Royal assent.

**Part 1**

**Amendments to Residential Tenancies Act 1986** 10

**3 Principal Act**

This Part amends the Residential Tenancies Act 1986 (the **principal Act**).

**4 Section 2 amended (Interpretation)**

- (1) In section 2(1), insert in their appropriate alphabetical order:
- associated person**, in relation to a person (A), means a person (B) who is associated with A within the meaning given to that term in **subsection (2A)** 15
- infringement fee** has the meaning given to it by **section 126A**
- infringement offence** has the meaning given to it by **section 126A**
- minor change** has the meaning given to it by **section 42B(2)**
- (2) In section 2(1), definition of **fixed-term tenancy**, delete “section 7(3) and”. 20
- (3) In section 2(1), replace the definition of **member of the landlord’s or owner’s family** with:
- member of the landlord’s or owner’s family**, in relation to a landlord or an owner, means—
- (a) any person who is or has been related to the landlord or owner— 25
- (i) by blood; or
- (ii) by or through marriage, a civil union, or a de facto relationship; or

- (iii) by adoption:
- (b) any other person who is a member of the landlord's or owner's whānau or other culturally recognised family group:
- (c) any child who is being, or is to be, cared for on a continuous basis by—
- (i) the landlord or owner; or
- (ii) the landlord's or owner's spouse, civil union partner, or de facto partner
- (4) After section 2(2), insert:
- (2A) For the purposes of this Act, one person (A) is **associated** with another person (B),—
- ~~(a) in the case where both A and B are individuals,—~~
- ~~(i) if A is the parent or child of B; or~~
- ~~(ii) if A is the spouse, civil union partner, or de facto partner of B; or~~
- ~~(iii) if A is the parent or child of the spouse, civil union partner, or de facto partner of B:~~
- (a) in the case where both A and B are individuals, if A is the spouse, civil union partner, or de facto partner of B:
- (b) in the case where B is a company, if A is a director or an officer of B, or is associated (within the meaning of **paragraph (a)**) with a director or an officer of B, or is directly or indirectly able to exercise control over the affairs of B:
- (c) in the case where A is a company, if B is a director or an officer of A, or is associated (within the meaning of **paragraph (a)**) with a director or an officer of A, or is directly or indirectly able to exercise control over the affairs of A:
- (d) in the case where both A and B are companies,—
- (i) if A is a holding company or subsidiary of B within the meaning of section 5 of the Companies Act 1993; or
- (ii) if A owns or controls shares that in aggregate carry the right to exercise or control the exercise of 20% or more of the voting power at meetings of B; or
- (iii) if B owns or controls shares that in aggregate carry the right to exercise or control the exercise of 20% or more of the voting power at meetings of A; or
- (iv) if A and B have the same holding company within the meaning of section 5 of the Companies Act 1993; or
- (v) if a third person owns or controls shares in each of them that carry the right to exercise or control the exercise of 20% or more of the voting power at meetings of each of them.

(2B) For the purposes of any provision of this Act that applies to landlords that have 6 or more tenancies, a person who is a landlord (A) of 1 or more tenancies must also be treated as if they were the landlord of any tenancy for which an associated person of A is a landlord.

**Example**

~~A, a landlord, has 3 tenancies. A's spouse, B, is also a landlord and has 4 tenancies.~~

~~Because B is an associated person of A, A must be treated as if A were also the landlord of B's 4 tenancies.~~

~~As a consequence, if A commits an infringement offence in relation to one of A's tenancies, A is liable to the fine or the infringement fee that applies to landlords who have 6 or more tenancies.~~

(2C) For the purposes of determining, under **subsection (2B)**, how many tenancies a landlord has or how many tenancies an associated person of the landlord has, any tenancies related to a residential premises described in **subsection (2D)** must be treated as if they were 1 tenancy.

(2D) **Subsection (2C)** applies to a residential premises that would be a boarding house (within the meaning of section 66B) except that the premises are occupied, or intended to be occupied, by fewer than 6 tenants at any one time.

**Example**

A, a landlord, has 4 tenancies. Two of the tenancies relate to a house in which the tenants have exclusive rights to occupy their respective sleeping quarters while sharing some facilities (that is, the premises would be a boarding house except that the premises are not occupied, or intended by the landlord to be occupied, by at least 6 tenants). Under **subsection (2C)**, those 2 tenancies must be treated as 1 tenancy. As a result, A is treated as having 3 tenancies.

A's spouse, B, is also a landlord and has 4 tenancies. Under **subsection (2B)**, because B is an associated person of A, A must be treated as if A were also the landlord of B's 4 tenancies.

As a consequence, A is treated as having 7 tenancies for the purposes of any provision of this Act that applies to landlords that have 6 or more tenancies.

If A commits an infringement offence in relation to one of A's tenancies, A is liable to the fine or the infringement fee that applies to landlords who have 6 or more tenancies.

**5 Section 5 amended (Act excluded in certain cases)**

(1) Replace section 5(1)(s)(i) with:

- (i) is genuinely entered into to enable a tenant (the **sublandlord**) to sublet the premises to provide accommodation for—
  - (A) other people for commercial gain; or
  - (B) the sublandlord's employees; or
  - (C) persons on low incomes; or

- (D) persons with special housing needs; or
- (E) persons whose disabilities mean that they need support or supervision in their housing; and

**(1A)** After section 5(1)(x), insert:

- (y)** if the premises are used to provide emergency or transitional accommodation and— 5
  - (i)** the provision of the accommodation is funded wholly or partly by—
    - (A)** emergency housing assistance paid to or for the credit of a person under the Special Needs Grants Programme; or 10
    - (B)** any other payment made by a government department for the provision of emergency or transitional accommodation to people in need of housing; or
  - (ii)** the provider of the accommodation is a person, or kind or class of person, prescribed by regulations for the purposes of this paragraph. 15

(2) Repeal section 5(2).

**(3)** After section 5(3), insert:

**(4)** In **subsection (1)(y), Special Needs Grants Programme** means the Special Needs Grants Programme approved and established under section 124(1)(d) of the Social Security Act 1964 (and continued under clause 21 of Schedule 1 of the Social Security Act 2018). 20

## **6 Section 7 amended (Short fixed-term tenancies)**

- (1) Replace the heading to section 7 with “**Tenancies for short fixed terms**”.
- (2) In section 7(1), replace “fixed-term tenancy of not more than 90 days” with “tenancy for a fixed term of not more than 90 days (whether or not terminable by notice)”. 25
- (3) In section 7(2A) and (2B), replace “fixed-term tenancy” with “tenancy for a fixed term”.
- (4) Repeal section 7(3). 30

## **7 Section 13 replaced (Form of tenancy agreement)**

Replace section 13 with:

### **13 Tenancy agreement must be in writing and signed**

- (1) The landlord must ensure that the tenancy agreement is in writing.
- (2) The landlord must, before the tenancy commences,— 35
  - (a) sign the tenancy agreement; and



<p>(b) provide a copy of the tenancy agreement to the tenant (whether or not the tenant has signed it).</p> <p>(3) The tenant must sign the tenancy agreement.</p> <p>(4) A landlord who fails to comply with <b>subsection (1) or (2)</b>—</p> <p style="padding-left: 20px;">(a) commits an unlawful act; and</p> <p style="padding-left: 20px;">(b) commits an infringement offence and is liable to a fine or an infringement fee specified in <b>Schedule 1B</b>.</p>	<p>5</p>
<b>8 Section 13A amended (Contents of tenancy agreement)</b>	
<p>(1) In section 13A(1)(p), replace “tenancy will terminate” with “term will expire”.</p> <p><u>(1A) After section 13A(1), insert:</u></p> <p><u>(1AAA) A landlord who fails to ensure that the tenancy agreement includes the information specified in <b>subsection (1)(a) to (ab), (c) to (f), and (i) to (p)</b> commits an unlawful act.</u></p> <p>(2) After section 13A(1F), insert:</p> <p>(1G) The landlord commits an infringement offence and is liable to a fine or an infringement fee specified in <b>Schedule 1B</b> if the landlord fails to comply with subsection (1A), (1CA), (1CB), or (2).</p>	<p>10</p> <p>15</p>
<b>9 Section 15 amended (Notification of successor to landlord or tenant)</b>	
After section 15(1A), insert:	
<p>(2) A landlord or tenant who fails to comply with this section commits an unlawful act.</p> <p>(3) A landlord who fails to comply with this section commits an infringement offence and is liable to a fine or an infringement fee specified in <b>Schedule 1B</b>.</p>	<p>20</p>
<b>10 Section 16 amended (Change of name or address)</b>	
After section 16(1A), insert:	
<p>(2) A landlord or tenant who fails to comply with this section commits an unlawful act.</p> <p>(2A) A landlord who fails to comply with this section commits an infringement offence and is liable to a fine or an infringement fee specified in <b>Schedule 1B</b>.</p>	<p>25</p> <p>30</p>
<b>11 Section 16A amended (Landlord must have agent if out of New Zealand for longer than 21 consecutive days)</b>	
Replace section 16A(6) with:	
<p>(6) A landlord who fails to comply with this section—</p> <p style="padding-left: 20px;">(a) commits an unlawful act; and</p>	<p>35</p>

- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- 12 Section 17 amended (Requiring key money prohibited)**
- (1) Replace section 17(2) with:
- (2) Nothing in subsection (1) limits or affects **section 44A** (which entitles a landlord to recover reasonable expenses on consenting to the tenant’s assigning, subletting, or parting with possession of the premises, or to termination of the tenancy by agreement). 5
- (2) After section 17(3), insert:
- (3A) A landlord who contravenes subsection (1) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 10
- 13 Section 17A amended (Requiring letting fee prohibited)**
- (1) In section 17A(2), replace “section 44(5)” with “**section 44A**”.
- (2) After section 17A(3), insert:
- (4) A landlord who contravenes subsection (1) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 15
- 14 Section 18 amended (Bonds to be no more than 4 weeks’ rent)**
- Replace section 18(4) with:
- (4) A landlord who contravenes this section— 20
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- 15 Section 18A amended (Landlord must not require security other than permitted bond)**
- Replace section 18A(2) with: 25
- (2) A landlord who contravenes this section—
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- 16 Section 19 amended (Duties of landlord on receipt of bond)** 30
- After section 19(2), insert:
- (3) A landlord who fails to comply with subsection (1) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.

**17 New sections 22F and 22G inserted**

After section 22E, insert:

**22F Landlord must state amount of rent when advertising residential premises**

- (1) A landlord must not advertise or otherwise offer a tenancy of residential premises unless the amount of rent is stated in the advertisement or offer. 5
- ~~(2) **Subsection (1)** does not apply in relation to a tenancy described in **section 53B(1)(a)** (which relates to social housing tenancies).~~
- (2) **Subsection (1)** does not apply in relation to—
- (a) a service tenancy; or
- (b) a tenancy described in **section 53B(1)(a)** (which relates to social housing tenancies). 10
- (3) A landlord who contravenes **subsection (1)**—
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 15

**22G Landlord must not invite or encourage bids for rent**

- (1) A landlord must not invite or encourage a prospective tenant or any other person to offer to pay an amount of rent for residential premises that exceeds the amount of rent stated as part of the advertisement or offer of the premises in accordance with **section 22F(1)**. 20
- (2) **Subsection (1)** does not prohibit a prospective tenant or other person from offering to pay an amount that exceeds the stated amount of rent.
- (3) A landlord who contravenes **subsection (1)** commits an unlawful act.

**18 Section 23 amended (Rent in advance)**

Replace section 23(4) with:

- (4) A landlord who contravenes this section— 25
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.

**19 Section 24 amended (Rent increases)**

- (1) Replace section 24(1)(d) and (e) with: 30
- (d) the rent must not be increased within 12 months after the date of the commencement of the tenancy; and
- (e) the rent must not be increased within 12 months after the date on which the last increase took effect; and 35
- (2) Repeal section 24(1)(f).

(3) Repeal section 24(2).

**20 Section 29 amended (Receipts for rent)**

After section 29(5), insert:

(6) A landlord who fails to comply with this section commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 5

**21 Section 30 amended (Landlord to keep records)**

Replace section 30(2) with:

(2) A landlord who fails to comply with this section— 10  
 (a) commits an unlawful act; and  
 (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.

**22 Section 42 amended (Tenant’s fixtures)**

(1) In the heading to section 42, after “**fixtures**”, insert “, **etc**”.  
 (2) In section 42(1)(b), after “of the landlord”, insert “(see **section 42A**)”. 15  
 (3) Repeal section 42(2).  
 (4) After section 42(6), insert:  
 (7) Subsections (3) to (6) do not apply in relation to a fixture that is a minor change. (See *instead* **section 42B(4) to (6)**.)

**23 New sections 42A and 42B inserted** 20

After section 42, insert:

**42A Consent for tenant’s fixtures, etc**

(1) The landlord must not unreasonably withhold consent for a fixture, renovation, alteration, or addition. 25  
 (2) The landlord may impose reasonable conditions on the landlord’s consent.  
 (3) If the tenant makes a written request for consent, the landlord must respond in writing within 21 days after receiving the request.  
 (4) In the response, the landlord must indicate whether or not the landlord considers the fixture, renovation, alteration, or addition to be a minor change (see **section 42B(2)**). 30  
 (5) If the landlord considers the fixture, renovation, alteration, or addition to be more than a minor change and the landlord needs more time to consider the request, the landlord may, in the written response under **subsection (3)**, extend the time for responding to the tenant’s request.  
 (6) A landlord who extends the time for responding under **subsection (5)** must 35  
 respond to the request in writing within a reasonable amount of time.

- (7) A landlord commits an unlawful act if the landlord fails, without reasonable excuse, to comply with **subsection (3), (4), or (6)**.

#### **42B Minor changes**

- (1) Without limiting **section 42A(1)**, it is unreasonable for a landlord to withhold consent to a minor change to premises. 5
- (2) In this section and **section 42A**, a **minor change** is any fixture, renovation, alteration, or addition of or to the premises that—
- (a) presents no more than a low risk of material damage to the premises; and
  - (b) would allow the premises to be returned easily to substantially the same condition; and 10
  - (c) does not pose a risk to health and safety (including during work to install, remove, or undo the minor change) that cannot reasonably practicably be eliminated or minimised; and
  - (d) does not compromise the structural integrity, weathertightness, or character of any building; and 15
  - (e) would not have an unreasonable negative effect on any person's enjoyment or use of any property outside the premises; and
  - (f) does not require any regulatory consent (for example, a building consent); and
  - (g) does not breach any obligation or restriction relevant to the premises (for example, an obligation or a restriction imposed by a bylaw, a planning or body corporate rule, or a covenant). 20
- (3) A landlord commits an unlawful act if the landlord withholds consent for a minor change.
- (4) If a minor change is made in accordance with a request under **section 42A**, the tenant must, on or before the expiry of the tenancy, return the premises to a condition that is substantially the same as the condition that the premises were in before the minor change was made. 25
- (5) **Subsection (4)** does not apply if the landlord and the tenant agree a different arrangement in relation to the minor change for the end of the tenancy (for example, that the minor change will remain in place). 30
- (6) A tenant who fails to comply with **subsection (4)** commits an unlawful act.

#### **24 New sections 43A to 43C inserted**

After section 43, insert:

- 43A Effect of provision prohibiting assignment by tenant** 35
- (1) A provision in a tenancy agreement that prohibits the tenant from assigning the tenancy is of no effect.

- (2) However, if the tenancy agreement relates to a tenancy described in **section 53B(1)(a)** (which relates to social housing tenancies) and contains a provision that expressly and unconditionally prohibits the tenant from assigning the tenancy, the provision has effect.
- 43B Assignment of tenancy by tenant** 5
- (1) A tenant may, at any time during the tenancy, assign the tenancy—
- (a) with the prior written consent of the landlord; and
  - (b) in accordance with any reasonable conditions attached to that consent by the landlord.
- (2) **Subsection (1)** does not apply in the circumstances described in **section 43A(2)**. 10
- (3) A tenant commits an unlawful act if the tenant assigns the tenancy—
- (a) without the prior written consent of the landlord; or
  - (b) if the tenancy is a tenancy described in **section 53B(1)(a)**, in contravention of a provision described in **section 43A(2)**. 15
- (3A) If a tenant makes a written request for the landlord's consent to an assignment and the request identifies, and includes contact details for, the proposed assignee, the landlord must respond in writing to the request within a reasonable period of time.
- (3B) A landlord who, without reasonable excuse, fails to comply with subsection (3A) commits an unlawful act. 20
- (4) The landlord must not—
- (a) withhold consent unreasonably; or
  - (b) attach any unreasonable conditions to the consent.
- (5) A landlord's consent must not be taken to have been withheld unreasonably if, instead of consenting to an assignment, the landlord offers to accept a surrender of the tenancy on reasonable terms. 25
- (6) A landlord's consent must be taken to have been withheld unreasonably if the withholding of the consent is an unlawful act under section 12 (discrimination to be unlawful act). 30
- 43C Effect of assignment by tenant**
- (1) A tenant who assigns the tenancy with the consent of the landlord and in accordance with any conditions attached to the consent ceases, on the date on which the assignment takes effect, to be responsible to the landlord for the obligations imposed on the tenant by the agreement and this Act. 35
- (2) **Subsection (1)** does not affect any liability already incurred by the tenant to the landlord for anything done or omitted to be done before the date on which the assignment takes effect.

- 25 Section 44 amended (Assignment, subletting, or parting with possession by tenant)**
- (1) In the heading to section 44, replace “**Assignment, subletting, or parting**” with “**Subletting or parting**”.
  - (2) In section 44(1), replace “assignment, subletting, or parting” with “subletting or parting”. 5
  - (3) In section 44(2), replace “assign, sublet, or otherwise part” with “sublet or otherwise part”.
  - (4) In section 44(2A), replace “assigns, sublets, or otherwise parts” with “sublets or otherwise parts”. 10
  - (5) In section 44(4), after “section 12”, insert “(discrimination to be unlawful act)”.
  - (6) Replace section 44(5) and (6) with:
    - (5) Nothing in this section applies to the assignment of a tenancy by a tenant (*see sections 43A to 43C*).
- 26 New section 44A inserted (Recovery of expenses incurred by landlord)** 15
- After section 44, insert:
- 44A Recovery of expenses incurred by landlord**
- (1) A landlord who consents to an assignment under **section 43B**, to a subletting or parting with possession under section 44, or to termination of the tenancy in accordance with **section 50(1)(d)**, is entitled to recover from the outgoing tenant any expenses reasonably incurred by the landlord in respect of the assignment, subletting, parting with possession, or termination. 20
  - (2) A landlord who seeks to recover expenses from a tenant in accordance with **subsection (1)** must first provide an itemised account of the expenses to the tenant. 25
  - (3) A landlord who takes any step to recover expenses referred to in **subsection (1)** without providing an itemised account of the expenses to the tenant—
    - (a) commits an unlawful act; and
    - (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 30
- 27 Section 45 amended (Landlord’s responsibilities)**
- Before section 45(2), insert:
- (1AC) If the tenant requests the landlord to provide information described in **section 123A(1)(e)** (relating to the healthy homes standards) to the tenant, the landlord must, within 21 days after the date of receiving the request, provide the information to the tenant. 35
  - (1AD) A landlord who, without reasonable excuse, fails to comply with **subsection (1AC)**—

- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.

**28 New section 45B inserted (Landlord must permit and facilitate installation of fibre connection in certain circumstances)**

5

Before section 46, insert:

**45B Landlord must permit and facilitate installation of fibre connection in certain circumstances**

- (1) The landlord must permit the installation of a fibre connection in the premises if—
- 10
- (a) there is no fibre connection in the premises; and
  - (b) it is possible to install a fibre connection in the premises; and
  - (c) the tenant requests a fibre connection; and
  - (d) the fibre connection can be installed at no cost to the landlord (for example, because the cost is covered by the UFB Initiative).
- 15
- (2) However, a landlord is not required to permit the installation of a fibre connection ~~if~~—
- ~~(a) installation would compromise—~~
    - ~~(i) the structural integrity or weathertightness of any building; or~~
    - ~~(ii) the character of any building (other than by having a mere visual impact); or~~
  - (a) if installation would materially compromise the weathertightness or the character of any building; or
  - (aa) if installation would compromise the structural integrity of any building; or
  - (b) if installation would breach an obligation or a restriction that is relevant to the premises (for example, an obligation or a restriction imposed by a bylaw, a planning or body corporate rule, or a covenant); or
  - ~~(e) the landlord intends to carry out extensive alterations, refurbishment, repairs, or redevelopment of the premises and the installation would impede that work; or~~
  - (c) if—
    - (i) the landlord is to carry out extensive alterations, refurbishment, repairs, or redevelopment of the premises; and
    - (ii) the work is to begin, or material steps towards it are to be taken, within 90 days after the date on which the landlord receives a request for the installation of fibre from the tenant; and
    - (iii) the installation would impede that work; or
- 20
- 25
- 30
- 35



- (d) ~~installation requires the consent of a third party and the landlord or network operator is unable to obtain the consent; or~~
- (e) if the Tribunal, on application by the landlord, determines that, due to the circumstances of the premises or the installation, the landlord should not be required to provide for the installation of a fibre connection in the premises. 5
- (3) A landlord who is required to permit the installation of a fibre connection must take all reasonable steps to facilitate the installation within a reasonable period of time.
- (4) If a tenant makes a written request for the installation of a fibre connection, the landlord must respond within 21 days after receiving the request. 10
- (5) If a network operator makes a written request for consent or information from the landlord, the landlord must respond to the request within 21 days after receiving the request.
- (6) A landlord commits an unlawful act if the landlord, without reasonable excuse, fails to comply with **subsection (3), (4), or (5)**. 15
- (7) In this section,—
- fibre connection**, in relation to premises, means a connection to a fibre fixed line access service from within the premises
- fibre fixed line access service, network operator, and UFB Initiative** have the same meanings as in section 5 of the Telecommunications Act 2001: 20
- material steps** has the same meaning as in **section 51(2AAA)**.
- 29 Section 47 amended (Landlord to give notice to tenant of intention to sell)**
- (1) In the heading to section 47, replace “**of intention to sell**” with “**if premises put on market**”. 25
- (2) In section 47(1),—
- (a) replace “shall” with “must”;
- (b) replace “forthwith” with “, as soon as practicable,”.
- (3) After section 47(2), insert:
- (3) A landlord who fails to comply with subsection (1) or (2) commits an unlawful act. 30
- (4) A landlord who fails to comply with subsection (2) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- 30 Section 48 amended (Landlord’s right of entry)** 35
- (1) After section 48(4)(b), insert:
- (c) failure by the landlord to notify, or to provide results to, the tenant as required under subsection (3B).

- (2) After section 48(4), insert:
- (4A) A landlord who fails to notify, or to provide results to, the tenant as required under subsection (3B) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- (3) In section 48(6), replace “\$2,000” with “\$3,000”. 5
- 31 Section 50 amended (Circumstances in which tenancies are terminated)**
- (1) Replace section 50(b) with:
- (b) in the case of a periodic tenancy to which a right of termination under any of sections 51 to **53B**, 56A(1), 58(1)(c), and 59 to 59B applies, by giving notice in accordance with the applicable section: 10
- (ba) in the case of a boarding house tenancy to which a right of termination under any of sections 52 to 53A, 58(1)(c), 59 to 59B, 66U, 66V, and 66X applies, by giving notice in accordance with the applicable section:
- (2) In section 50, insert as subsection (2):
- (2) No right of termination to which **subsection (1)** applies limits any other right of termination that may also apply. 15
- 32 Section 51 amended (Termination by notice)**
- (1) Replace section 51(1) and (2) with:
- (1) A landlord may terminate a periodic tenancy by giving at least 63 days’ notice if— 20
- (a) the owner of the premises requires the premises, within 90 days after the termination date, as the principal place of residence for at least 90 days for the owner or a member of the owner’s family; or
- (b) the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of the landlord or by contractors under contracts for services with the landlord; and— 25
- (i) that fact is clearly stated in the tenancy agreement; and
- (ii) the premises are required for that use; or
- (c) the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of a school board of trustees or by contractors under contracts for services with a school board of trustees, and— 30
- (i) that fact is clearly stated in the tenancy agreement; and
- (ii) the premises are required for that use; and
- (iii) the landlord is the Ministry of Education.
- (2) A landlord may terminate a periodic tenancy by giving at least 90 days’ notice if— 35
- (a) the premises are to be put on the market by the owner within 90 days after the termination date for the purposes of sale or other disposition; or

- (b) the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession; or
- (c) the landlord is not the owner of the premises and the landlord's interest in the premises is due to end; or
- (d) the landlord or owner has acquired the premises to facilitate the use of nearby land for a business activity and— 5
- (i) that fact is clearly stated in the tenancy agreement; and
- (ii) the premises are required to be vacant of residential tenants to facilitate that use; or
- (e) the premises are to be converted into commercial premises for at least 90 days by the landlord or owner; or 10
- (f) extensive alterations, refurbishment, repairs, or redevelopment of the premises are to be carried out by the landlord or owner, and ~~it would not be reasonably practicable for the tenant to remain in occupation while the work is undertaken; or~~ 15
- (i) it would not be reasonably practicable for the tenant to remain in occupation while the work is undertaken; and
- (ii) the work is to begin, or material steps towards it are to be taken, within 90 days after the termination date; or
- (g) the premises are to be demolished and the demolition is to begin, or material steps towards it are to be taken, within 90 days after the termination date. 20
- (2AAA)** In subsection (2)(f) and (g), taking a material step means applying for regulatory consent, seeking engineering or other professional advice, or taking any other significant step. 25
- (2A) A tenant may terminate a periodic tenancy in any case by giving at least 28 days' notice.
- (2) In section 51(3)(ca), replace “in any case where the tenant is given less than 90 days' notice,” with “if the notice is given by the landlord,”.
- (3) In section 51(7), after “subsection (2)”, insert “or **(2A)**”. 30
- (4) After section 51(8), insert:
- (9)** In subsections (1) and (2), termination date means the date of termination provided for by the notice of termination given by the landlord (regardless of when termination in fact occurs).
- 33 Section 53 amended (Special provisions for notice terminating service tenancies)** 35
- (1) In section 53(1), replace “The landlord or the tenant must give a minimum period of notice of 14 days to terminate a service tenancy” with “The landlord

or the tenant may terminate a service tenancy by giving at least 14 days' notice".

- (2) In section 53(4), replace "the minimum period of notice required to be given by the landlord to terminate the tenancy shall, subject to subsection (5), be 14 days" with "the landlord may terminate the tenancy by giving at least 14 days' notice". 5
- (3) In section 53(5), replace "In any case to which subsection (4) applies, the landlord may terminate the tenancy by the giving of notice of less than 14 days, but at least 5 days," with "However, in any case to which subsection (4) applies, the landlord may terminate the tenancy by giving at least 5 days' notice". 10

**34 Section 53A amended (Special provisions for notice terminating certain student tenancies)**

In section 53A(2), replace "on 14 days' notice" with "by giving at least 14 days' notice".

**35 New section 53B inserted (Special provisions for notice terminating social housing tenancies)** 15

After section 53A, insert:

**53B Special provisions for notice terminating social housing tenancies**

- (1) The landlord under a periodic tenancy may terminate the tenancy by giving at least 90 days' notice if— 20
- (a) the tenancy—
- (i) was granted before 14 April 2014 and is a tenancy of Kāinga Ora housing; or
- (ii) was granted as a tenancy of social housing to a tenant assessed under the Public and Community Housing Management Act 1992 as eligible to be allocated social housing; but 25
- (b) following the grant of the tenancy,—
- (i) the social housing provider is notified under section 103 of that Act that the tenant is no longer eligible for social housing; or
- (ii) in the case of community housing, the community housing provider ceases to be a registered community housing provider; or 30
- ~~(iii) the social housing provider considers that the tenant should be transferred to other social housing because of the tenant's needs, the social housing provider's operational needs, or the needs of the community.~~ 35
- (iii) the social housing provider requires the tenant to transfer to different social housing provided by that provider, and the provider considers that—

- (A) the transfer is necessary or desirable for any reason; and
- (B) the other housing is appropriate for the tenant’s housing needs as most recently assessed by the agency and notified to the provider under section 103 of the Public and Community Housing Management Act 1992 (regardless of when that assessment and notification took place). 5
- (2) In this section, **agency, community housing, community housing provider, Kāinga Ora housing, registered community housing provider, social housing, and social housing provider** have the same meanings as in section 2(1) of the Public and Community Housing Management Act 1992. 10
- 36 Section 55 amended (Termination on non-payment of rent, damage, or assault)**
- (1) After section 55(1)(a), insert:
- (aa) the tenancy is a periodic tenancy and—
- (i) on 3 separate occasions within a 90-day period the rent has been at least 5 working days in arrear; and 15
- (ii) on each occasion the landlord gave the tenant written notice advising the tenant of the arrear, the dates for which rent was overdue, the amount or amounts of overdue rent, and the tenant’s right to make an application to the Tribunal challenging the notice (*see* sections 77(1) and 78(1)(a) regarding the Tribunal); and 20
- (iii) each notice stated how many other notices (if any) the landlord had given the tenant under this paragraph in relation to the same tenancy and 90-day period; and
- (iv) the landlord’s application to the Tribunal was made within 28 days after the landlord gave the third notice; or 25
- (2) In section 55(1A), replace “under this section” with “under subsection (1)(a)”.
- (3) In section 55(1A)(b), replace “this section” with “any of paragraphs (a), (b), and (c) of subsection (1)”.
- 37 New sections 55A and 55B inserted** 30
- After section 55, insert:
- 55A Termination for anti-social behaviour**
- (1) A landlord under a periodic tenancy may apply to the Tribunal for an order terminating the tenancy on the ground of anti-social behaviour.
- (2) The Tribunal must (subject to **subsection (3)**) make the order if satisfied that— 35
- (a) on 3 separate occasions within a 90-day period the tenant, or a person in the premises with the tenant’s permission (other than the landlord or a

- person acting on the landlord's behalf or with the landlord's authority), engaged in anti-social behaviour in connection with the tenancy; and
- (b) on each occasion the landlord gave the tenant written notice—
- (i) describing clearly which specific behaviour was considered to be anti-social and (if known to the landlord) who engaged in it; and 5
  - (ii) advising the tenant of the date, approximate time, and location of the behaviour; and
  - (iii) stating how many other notices (if any) the landlord has given the tenant under this paragraph in connection with the same tenancy and the same 90-day period; and 10
  - (iv) advising the tenant of the tenant's right to make an application to the Tribunal challenging the notice (*see* sections 77(1) and 78(1)(a) regarding the Tribunal); and
- (c) the landlord's application to the Tribunal was made within 28 days after the landlord gave the third notice. 15
- (3) However, the Tribunal must not make the order if satisfied that—
- (a) doing so would be unfair because of the circumstances in which the behaviour occurred or the notices were given; or
  - (b) in making the application, the landlord was motivated wholly or partly by the exercise or proposed exercise by the tenant of any right, power, authority, or remedy conferred on the tenant by the tenancy agreement or by this or any other Act or any complaint by the tenant against the landlord relating to the tenancy (unless the Tribunal is satisfied that the purported exercise or the complaint was or would be vexatious or frivolous to such an extent that the landlord was justified in making the application). 20 25
- (4) In deciding whether to make an order under **subsection (2)**, the Tribunal must not take into account the impact that terminating the tenancy would have on the tenant.
- (5) In **subsection (2)(a)**, if a tenant is in the premises at the same time as another person (other than the landlord or a person acting on the landlord's behalf or with the landlord's authority), the tenant is presumed to have permitted the person to be in the premises unless the tenant proves that they took all reasonable steps to prevent the person from entering the premises or to eject the person from the premises. 30 35
- (5A) If a tenant makes an application to the Tribunal challenging a notice given under **subsection (2)(b)**, it is for the landlord to prove that anti-social behaviour was engaged in as described in **subsection (2)(a)** and that the notice met the requirements of **subsection (2)(b)**.
- (6) In this section, **anti-social behaviour** means— 40

<ul style="list-style-type: none"> <li>(a) harassment; or</li> <li>(b) any other act or omission (whether intentional or not), if the act or omission reasonably causes alarm, distress, or nuisance that is more than minor.</li> </ul>	5
<b>55B Termination where it would be unreasonable to require landlord to continue with tenancy</b>	
<ul style="list-style-type: none"> <li>(1) A landlord under a periodic tenancy may apply to the Tribunal for an order terminating the tenancy on the ground of hardship.</li> <li>(2) The Tribunal may make the order only if satisfied that— <ul style="list-style-type: none"> <li>(a) without the order the landlord would suffer greater hardship than the tenant; and</li> <li>(b) because of that hardship, it would be unreasonable to require the landlord to continue with the tenancy.</li> </ul> </li> <li>(3) In deciding whether it would be unreasonable to require the landlord to continue with the tenancy, the Tribunal must take into account the impact that terminating the tenancy would have on the tenant.</li> <li>(4) Any order under this section must specify a date for the termination.</li> </ul>	10
<b>38 New section 60AA inserted (Landlord acting to terminate tenancy without grounds)</b>	
<p>After section 60, insert:</p>	20
<b>60AA Landlord acting to terminate tenancy without grounds</b>	
<p>A landlord commits an unlawful act if they give or purport to give a notice to terminate to the tenant or apply or purport to apply to the Tribunal for an order terminating the tenancy knowing that they are not entitled, under this Act, to give the notice or to make the application.</p>	25
<b>39 Section 60A amended (Fixed-term tenancy becomes periodic unless contrary notice given)</b>	
<p>Replace section 60A(2) to (6) with:</p>	
<ul style="list-style-type: none"> <li>(2) However, the tenancy does not continue as a periodic tenancy if,— <ul style="list-style-type: none"> <li>(a) before the expiry, the parties renew or extend the existing tenancy agreement; or</li> <li>(b) before the expiry, the parties agree not to continue with the tenancy; or</li> <li>(c) at least 28 days before the expiry, the tenant gives the landlord written notice of the tenant’s intention not to continue with the tenancy; or</li> <li>(d) before the expiry, a party gives notice as mentioned in <b>section 50(1)(a), (ab), or (b)</b> that terminates the tenancy on or before the expiry or that would do if the tenancy were already periodic.</li> </ul> </li> </ul>	30
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- (3) **Subsection (4)** applies if—
- (a) a tenancy continues as a periodic tenancy under subsection (1); but
  - (b) before the continuation, a party gave notice as mentioned in **section 50(1)(a), (ab), or (b)** that would, if the tenancy had been fixed-term throughout or periodic throughout, terminate the tenancy from a time after the continuation. 5
- (4) The tenancy is terminated with effect from that time (and the termination is to be treated as falling within **section 50(1)(a), (ab), or (b)** as appropriate).
- 40 Section 60B amended (Tenant must exercise right to renew or extend tenancy not later than 21 days before expiry)** 10
- (1) In the heading to section 60B, replace “**21 days**” with “**28 days**”.
  - (2) In section 60B(2), replace “21st day” with “28th day”.
- 41 Section 61 amended (Abandonment of premises)**
- In section 61(3)(a)(i), replace “21 days” with “28 days”.
- 42 Section 63 amended (Entry without order of Tribunal prohibited)** 15
- In section 63(2), replace “\$2,000” with “\$3,000”.
- 43 Section 66A amended (Application of Part)**
- Replace section 66A(2)(c) with:
- (c) sections 36 to 42, **43A** to 45A, and 46 to 49 (relating to the rights and obligations of landlords and tenants): 20
- 44 Section 66I amended (Landlord’s ongoing obligations)**
- After section 66I(5) (as inserted by the Residential Tenancies Amendment Act 2019), insert:
- (6) If the tenant requests the landlord to provide information described in **section 123A(1)(e)** (relating to the healthy homes standards) to the tenant, the landlord must, within 21 days after the date of receiving the request, provide the information to the tenant. 25
  - (7) A landlord who, without reasonable excuse, fails to comply with **subsection (6)**—
    - (a) commits an unlawful act; and 30
    - (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- 45 Section 66J amended (Other obligations of landlord)**
- (1) Replace section 66J(2) with:



- (2) If, at any time after entering into a boarding house tenancy agreement, the landlord puts the premises on the market for the purposes of sale or other disposition, the landlord must, as soon as practicable, give written notice of that fact to the tenant.
- (2A) If a landlord is offering a boarding house tenancy, the landlord must inform prospective tenants if the premises are on the market for the purposes of sale or other disposition. 5
- (2B) A landlord who fails to comply with—
- (a) subsection (1), **(2), or (2A)** commits an unlawful act:
- (b) **subsection (2A)** commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 10
- (2) Replace section 66J(4) with:
- (4) A landlord who fails to comply with subsection (3A)—
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 15
- 46 Section 66T amended (Consequence of abuse, or refusal, of right of entry)**
- (1) After section 66T(1)(c), insert:
- (d) failure by the landlord to notify, or to provide results to, the tenant as required under section 66S(5). 20
- (2) After section 66T(1), insert:
- (1A) A landlord who fails to notify, or to provide results to, the tenant as required under section 66S(5) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**.
- (3) In section 66T(2), replace “\$2,000” with “\$3,000”. 25
- 47 Section 77 amended (Jurisdiction of Tribunal)**
- (1) In section 77(2)(f), replace “service tenancy” with “tenancy to which this Act applies”.
- (2) After section 77(2)(m), insert:
- ~~(maa) to determine whether a landlord is required to permit the installation of a fibre connection under **section 45B**:~~ 30
- ~~(mab) to determine whether a landlord has taken all reasonable steps to facilitate the installation of a fibre connection within a reasonable period of time under **section 45B**:~~
- (maa) to determine whether a landlord should not be required to provide for the installation of a fibre connection for the purposes of **section 45B(2)(e)**: 35
- (3) After section 77(2)(md), insert:

(me)	to make orders for a person to pay a pecuniary penalty under <b>sections 109B to 109E</b> :	
(mf)	to determine objections to improvement notices under <b>section 126M</b> :	
(4)	In section 77(5), replace “\$50,000” with “\$100,000”.	
(5)	In section 77(6), replace “\$50,000” with “\$100,000”.	5
(6)	In section 77(7), replace “\$50,000” with “\$100,000”.	
<b>48</b>	<b>Section 86 amended (Filing of applications)</b>	
	After section 86(1), insert:	
(1A)	The chief executive may, if acting under section 124A, file an application to commence a proceeding that relates to 2 or more tenancies if, for each tenancy,—	10
(a)	1 person is the landlord; or	
(b)	1 person ( <b>P</b> ) or an associated person of P is the landlord.	
	<b>Example</b>	
	A is a landlord. A’s spouse, B, is also a landlord.	15
	B is an associated person of A.	
	The chief executive may file a single application to commence a proceeding that relates to 1 or more of A’s tenancies and to 1 or more of B’s tenancies.	
<b>49</b>	<b>Section 90 amended (Tenancy Mediator to observe confidentiality)</b>	
	In section 90(1), replace “\$1,000” with “\$1,800”.	20
<b>50</b>	<b>Section 95 amended (Proceedings usually to be in public)</b>	
	Repeal section 95(3) and (4).	
<b>51</b>	<b>New section 95A inserted (Suppression orders)</b>	
	After section 95, insert:	
<b>95A</b>	<b>Suppression orders</b>	25
(1)	The Tribunal may, on the application of any party to the proceedings or on its own initiative, having regard to the interests of the parties and to the public interest, order that all or part of the evidence given or the name or any identifying particulars of any witness or party not be published.	
(2)	An order may be made subject to any conditions that the Tribunal considers appropriate.	30
(3)	If a party that has wholly or substantially succeeded in the proceedings applies for an order that their name or identifying particulars not be published, the Tribunal must make the order unless the Tribunal considers that publication is in the public interest, or is justified because of the party’s conduct or any other circumstances of the case.	35

(3A) If the chief executive acts in the place of a party under section 124A, the Tribunal must make an order that the name and any identifying particulars of that party not be published.

(4) ~~Subsection (3) does~~ **Subsections (3) and (3A)** do not limit **subsection (1)**.

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## 52 Section 108 amended (Enforcement of work orders)

After section 108(2A), insert:

(2B) A person commits an offence if—

- (a) the person intentionally fails to comply with a work order under section 78 or 78A; and
- (b) the failure to comply creates or increases a risk to the health or safety of any person living at the premises to which the work order relates.

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(2C) A person who commits an offence under **subsection (2B)** is liable on conviction to a fine not exceeding \$3,600.

## 53 Section 109 amended (Unlawful acts)

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(1) Replace section 109(1) with:

(1) Any of the following persons (**A**) may apply to the Tribunal for an order requiring any other person (**B**) to pay to A an amount in the nature of exemplary damages on the ground that B has committed an unlawful act:

- (a) a landlord;
- (b) a tenant;
- (c) the chief executive acting as the person responsible for the general administration of this Act or in the place of a landlord or a tenant under section 124A.

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(2) In section 109(2), replace “No application may be made under subsection (1) later than—” with “A landlord or a tenant may not apply under **subsection (1)** later than—”.

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(3) After section 109(2), insert:

(2A) The chief executive may not apply under **subsection (1)** (whether acting as the person responsible for the general administration of this Act or in the place of a landlord or a tenant) later than 12 months after the date on which the chief executive first became aware of the unlawful act.

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(4) In section 109(3), replace “on such an application” with “on an application under **subsection (1)**”.

(5) In section 109(4),—

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- (a) replace “the first column” with “column 1”;
- (b) replace “the second column” with “column 3”.

(6) In section 109(5), replace “acting on behalf of” with “acting in place of”.

(7) Repeal section 109(7).

**54 Section 109A amended (Tribunal may restrain further commissions of unlawful acts)**

In section 109A(5), replace “\$2,000” with “\$3,600”.

**55 New sections 109B to 109E inserted**

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After section 109A, insert:

**109B Tribunal may make pecuniary penalty orders**

(1) The Tribunal may, on the application of the chief executive, order a landlord to pay to the Crown the pecuniary penalty that the Tribunal determines to be appropriate if the Tribunal is satisfied that,—

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~~(a) at the time of committing the unlawful act, the landlord was a landlord with 6 or more tenancies (see **section 2(2B)**); and~~

(a) at the time of committing the unlawful act, the landlord was—

(i) a landlord of 6 or more tenancies (see **section 2(2B) to (2D)**); or

(ii) a landlord of a boarding house; and

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(b) the landlord intentionally committed an unlawful act under any of the following provisions:

(i) section 45(1A) or 66I(4) (landlord’s responsibilities: cleanliness, maintenance, smoke alarms, healthy homes standards, and buildings, health, and safety requirements):

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(ii) section 45(1AB) or 66I(5) (landlord’s responsibilities: contaminated premises):

(iii) section 54(3) (retaliatory notice of termination):

(iv) **section 60AA** (acting to terminate without grounds):

(v) section 137(2) (contracting to contravene or evade the provisions of this Act).

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(2) The chief executive may not make an application under **subsection (1)** later than 12 months from the date on which the chief executive first became aware of the unlawful act.

**109C Maximum amount of pecuniary penalty**

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The maximum amount of pecuniary penalty for an unlawful act referred to in **section 109B** is \$50,000.

**109D Considerations for Tribunal in determining pecuniary penalty**

In determining an appropriate pecuniary penalty, the Tribunal must have regard to all relevant matters, including—

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(a) the nature and extent of the unlawful act; and



- (d) any reports or assessments by a professional tradesperson of work that is carried out or is required in relation to a premises that relates to the landlord's compliance with section 45 or 66I:
- (e) the records or other documents that relate to the landlord's compliance with the healthy homes standards and that are prescribed by regulations under section 138B(5): 5
- (f) any advertisement for the tenancy (including an advertisement from before the commencement of the tenancy):
- (g) any notices or correspondence between a landlord (or a person acting on the landlord's behalf) and— 10
- (i) a tenant (or a person acting on the tenant's behalf) in relation to the tenancy:
- (ii) a prospective tenant (or a person acting on the prospective tenant's behalf) in relation to the tenancy.
- (2) In section 123A(2), replace “under subsection (1)(b) to (d)” with “under **subsection (1)(b) to (g)** or under section 30 (relating to rent and bond records)”. 15
- (3) Replace section 123A(4) with:
- (4) A landlord who receives a notice under subsection (2) must, within 10 working days of receiving the notice, produce the documents to the chief executive in the way specified in the notice. 20
- (5) A landlord who, without reasonable excuse, fails to comply with **subsection (4)**—
- (a) commits an unlawful act; and
- (b) commits an infringement offence and is liable to a fine or an infringement fee specified in **Schedule 1B**. 25
- (6) In this section,—
- ~~**building work** has the same meaning as in section 7 of the Building Act 2004~~
- building consent** and **building work** have the same meanings as in section 7 of the Building Act 2004
- gasfitting** has the same meaning as in section 5 of the Plumbers, Gasfitters, and Drainlayers Act 2006 30
- prescribed electrical work** has the same meaning as in section 2(1) of the Electricity Act 1992
- professional tradesperson** means a person whose occupation includes carrying out building work, prescribed electrical work, sanitary plumbing, gasfitting, or other maintenance or repair work: 35
- sanitary plumbing** has the same meaning as in section 6 of the Plumbers, Gasfitters, and Drainlayers Act 2006.

- 62 Section 123D amended (Power of entry to inspect premises)**  
In section 123D(9), replace “\$2,000” with “\$3,000”.
- 63 Section 124 repealed (Chief executive may take or defend proceedings on behalf of any party)**  
Repeal section 124. 5
- 64 Section 124A amended (Chief executive may take proceedings as if tenant)**
- (1) In the heading to section 124A, replace “as if tenant” with “in place of tenant or landlord”.
- (2) Replace section 124A(1) with:
- (1) The chief executive may, if satisfied that it is in the public interest to do so on any of the grounds listed in subsection (2), do any of the following in relation to a tenancy as if the chief executive were a party to the tenancy: 10
- (a) initiate any proceedings in the Tribunal or a court that could be brought by the party:
- (b) defend any proceedings in the Tribunal or a court that are brought against the party: 15
- (c) assume the conduct of any proceedings in the Tribunal or a court brought by or against the party:
- (d) take any steps that are necessary to enforce or protect the rights of the party in relation to any infringement or suspected infringement of any of those rights under the tenancy agreement or this Act. 20
- (3) In section 124A(2)(b), replace “the landlord” with “the tenant or the landlord”.
- (4) In section 124A(2)(c), replace “the landlord” with “the tenant or the landlord”.
- (5) Replace section 124A(3) with:
- (3) The chief executive may act in the place of a party under **subsection (1)**— 25
- (a) without the consent of the party:
- (b) despite the party’s refusal to consent:
- (c) even if the tenancy has terminated.
- 65 Section 124B amended (Supplementary provision to section 124A)**
- (1) In section 124B(1), delete “, or assume the conduct of,”. 30
- (2) In section 124B(2),—
- (a) replace “acts under section 124A(1)” with “acts in the place of a party (A) under **section 124A(1)**”; and
- (b) replace “the tenant” with “A” in each place.
- (3) Replace section 124B(2)(d) with: 35

- (d) the Tribunal must, on the chief executive's application, order that any other claim by or against A be dealt with in separate proceedings brought by the claimant against A (and not against the chief executive):

## 66 New sections 126A to 126R and cross-headings inserted

After section 126, insert:

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### *Infringement offences*

#### **126A Interpretation**

In this Act,—

**infringement fee**, in relation to an infringement offence, means the infringement fee for the offence prescribed in accordance with **clause 2 of Schedule 1B** or in regulations made under this Act

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**infringement offence** means an offence identified, in this Act or in regulations made under this Act, as being an infringement offence.

#### **126B Proceedings for infringement offences**

- (1) A person who is alleged to have committed an infringement offence may—
- (a) be proceeded against by the filing of a charging document under section 14 of the Criminal Procedure Act 2011; or
- (b) be issued with an infringement notice under **section 126C**.
- (2) Proceedings commenced in the way described in **subsection (1)(a)** do not require the leave of a District Court Judge or Registrar under section 21(1)(a) of the Summary Proceedings Act 1957.
- (3) *See* section 21 of the Summary Proceedings Act 1957 for the procedure that applies if an infringement notice is issued.

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#### **126C When infringement notice may be issued**

The chief executive may issue an infringement notice to a person if the chief executive believes on reasonable grounds that the person is committing, or has committed, an infringement offence.

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#### **126D Infringement notice may be revoked**

- (1) The chief executive may revoke an infringement notice before the infringement fee is paid, or an order for payment of a fine is made or deemed to be made by a court under section 21 of the Summary Proceedings Act 1957.
- (2) An infringement notice is revoked by giving written notice to the person to whom it was issued that the notice is revoked.
- (3) The revocation of an infringement notice under this section is not a bar to any other enforcement action against the person to whom the notice was issued in respect of the same matter.

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**126E What infringement notice must contain**

An infringement notice must be in the form prescribed in regulations and must contain the following particulars:

- (a) details of the alleged infringement offence that fairly inform a person of the time, place, and nature of the alleged offence: 5
- (b) the amount of the infringement fee:
- (c) the address of the department:
- (d) how the infringement fee may be paid:
- (e) the time within which the infringement fee must be paid:
- (f) a summary of the provisions of section 21(10) of the Summary Proceedings Act 1957: 10
- (g) a statement that the person served with the notice has a right to request a hearing:
- (h) a statement of what will happen if the person served with the notice neither pays the infringement fee nor requests a hearing: 15
- (i) any other matters prescribed in regulations.

**126F How infringement notice may be served**

- (1) An infringement notice may be served on the person who the chief executive believes is committing or has committed the infringement offence by—
  - (a) delivering it to the person or, if the person refuses to accept it, bringing it to the person's notice; or 20
  - (b) leaving it for the person at the person's last known place of residence with another person who appears to be of or over the age of 14 years; or
  - (c) leaving it for the person at the person's place of business or work with another person; or 25
  - (d) sending it to the person by prepaid post addressed to the person's last known place of residence or place of business or work; or
  - (e) sending it to an electronic address of the person in any case where the person does not have a known place of residence or business in New Zealand. 30
- (2) Unless the contrary is shown,—
  - (a) an infringement notice (or a copy of it) sent by prepaid post to a person under **subsection (1)** is to be treated as having been served on that person on the fifth working day after the date on which it was posted: 35
  - (b) an infringement notice sent to a valid electronic address is to be treated as having been served at the time the electronic communication first enters an information system that is outside the control of the chief executive.

**126G Payment of infringement fees**

All infringement fees paid in respect of infringement offences must be paid into a Crown Bank Account.

*Improvement notices***126H Power to issue improvement notices**

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- (1) This section applies if the chief executive reasonably believes that a person—
- (a) is contravening a provision of this Act, of regulations made under this Act, or of a tenancy agreement; or
  - (b) is likely to contravene a provision of this Act, of regulations made under this Act, or of a tenancy agreement.
- (2) The chief executive may issue an improvement notice requiring the person to—
- (a) remedy the contravention; or
  - (b) prevent a likely contravention from occurring; or
  - (c) remedy the things or activities causing the contravention or likely to cause a contravention.

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Compare: 2015 No 70 s 101

**126I Content of improvement notices**

- (1) An improvement notice must state—
- (a) that the chief executive believes the person—
    - (i) is contravening a provision of this Act, of regulations made under this Act, or of a tenancy agreement; or
    - (ii) is likely to contravene a provision of this Act, of regulations made under this Act, or of a tenancy agreement; and
  - (b) the provision the chief executive believes is being, or is likely to be, contravened; and
  - (c) briefly, how the provision is being, or is likely to be, contravened; and
  - (d) a reasonable period within which the person is required to remedy—
    - (i) the contravention or likely contravention; or
    - (ii) the things or activities causing the contravention or likely to cause a contravention.
- (2) An improvement notice may include recommendations concerning—
- (a) the measures that could be taken to remedy the contravention, or prevent the likely contravention, to which the notice relates:

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- (b) the things or activities causing the contravention, or likely to cause a contravention, to which the notice relates.

Compare: 2015 No 70 s 102

#### **126J Compliance with improvement notice**

- (1) A failure to comply with an improvement notice is an unlawful act. 5
- (2) It is not an unlawful act to fail to comply with recommendations in an improvement notice.

Compare: 2015 No 70 s 103

#### **126K Extension of time for compliance with improvement notices**

- (1) This section applies if a person has been issued with an improvement notice. 10
- (2) The chief executive may, by written notice given to the person, extend the compliance period for the improvement notice.
- (3) However, the chief executive may extend the compliance period only if the period has not ended.

- (4) In this section, **compliance period**— 15

(a) means the period stated in the improvement notice under **section 126I(1)**; and

(b) includes any extension of that period under this section.

Compare: 2015 No 70 s 104

#### **126L Chief executive may withdraw improvement notice** 20

- (1) The chief executive may withdraw an improvement notice.
- (2) The withdrawal of an improvement notice does not prevent another improvement notice from being served in relation to the same matter.

Compare: 2000 No 24 s 223G

#### **126M Objection to improvement notice** 25

- (1) A person who has been issued with an improvement notice may file an objection with the Tribunal.
- (2) An objection must be filed with the Tribunal within 28 days after the date on which the improvement notice was served on the person.

- (3) In determining the objection, the Tribunal must consider— 30

(a) whether the person has failed, or is likely to fail, to comply with a specified provision of this Act, of regulations made under this Act, or of a tenancy agreement; and

(b) the nature and extent of the failure or likely failure to comply with the provision; and 35

<p>(c) the nature and extent of any loss suffered by any other party to the tenancy agreement as a result of the failure or likely failure to comply with the provision.</p> <p>(4) The Tribunal may confirm, vary, or rescind the improvement notice as the Tribunal thinks fit.</p> <p>Compare: 2000 No 24 s 223E</p>	<p>5</p>
<p><i>Enforceable undertakings</i></p>	
<p><b>126N Chief executive may accept enforceable undertakings</b></p>	
<p>(1) The chief executive and a party to a tenancy may agree in writing that the party will undertake by a specified date (an <b>enforceable undertaking</b>) to—</p> <p>(a) rectify the breach of any provision of this Act, of regulations made under this Act, or of a tenancy agreement; or</p> <p>(b) pay money owed to another party to the tenancy under this Act, of regulations made under this Act, or of a tenancy agreement; or</p> <p>(c) take any other action that the chief executive determines is appropriate, having regard to the nature of the breach.</p> <p>(2) The giving of an enforceable undertaking does not constitute an admission of guilt by the person giving it in relation to the contravention or alleged contravention to which the undertaking relates.</p>	<p>10</p> <p>15</p> <p>20</p>
<p><b>126O When enforceable undertaking is enforceable</b></p>	
<p>An enforceable undertaking takes effect and becomes enforceable when the chief executive's decision to accept the undertaking is given to the person who made the undertaking, or at any later date specified by the chief executive.</p> <p>Compare: 2015 No 70 s 125</p>	
<p><b>126P Compliance with enforceable undertaking</b></p>	
<p>(1) A person must not contravene an enforceable undertaking given by that person that is in force.</p> <p>(2) A person who contravenes <b>subsection (1)</b> commits an unlawful act.</p> <p>Compare: 2015 No 70 s 126</p>	<p>25</p>
<p><b>126Q Withdrawal or variation of enforceable undertaking</b></p>	
<p>(1) A person who has given an enforceable undertaking may at any time, with the written agreement of the chief executive,—</p> <p>(a) withdraw the undertaking; or</p> <p>(b) vary the undertaking.</p>	<p>30</p>

- (2) However, the provisions of the undertaking cannot be varied to provide for a different alleged contravention of this Act, the regulations, or the tenancy agreement.

Compare: 2015 No 70 s 128

#### **126R Proceedings for alleged contravention**

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- (1) Subject to this section, no proceedings (whether civil or criminal) for a contravention or an alleged contravention of this Act, the regulations, or a tenancy agreement may be brought against a person if an enforceable undertaking is in effect in relation to that contravention.

- (2) No proceedings may be brought for a contravention or an alleged contravention of this Act, the regulations, or a tenancy agreement against a person who—

- (a) has made an enforceable undertaking in relation to that contravention; and  
(b) has completely discharged the enforceable undertaking.

- (3) The chief executive may accept an enforceable undertaking in relation to a contravention or an alleged contravention before proceedings in relation to that contravention have been completed.

- (4) If the chief executive accepts an enforceable undertaking before the proceedings are completed, the chief executive must take all reasonable steps to have the proceedings discontinued as soon as practicable.

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Compare: 2015 No 70 s 129

#### **67 Section 133 amended (Tribunal or chief executive may require terms of tenancy agreement)**

- (1) In the heading to section 133, replace “**agreement**” with “**agreements**”.

- (2) Replace section 133(1) with:

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- (1) The Tribunal or the chief executive may, by notice in writing, require a landlord to inform the Tribunal or the chief executive of the provisions of any specified tenancy agreement or agreements, or of all tenancy agreements to which the landlord is a party, that—

- (a) are current; or  
(b) that terminated during the 12 months before the date on which the notice is given.

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- (3) In section 133(1A), replace “the tenancy agreement” with “each tenancy agreement”.

- (4) In section 133(2), replace “\$2,000” with “\$3,600”.

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#### **68 Section 136 amended (Service of documents)**

After section 136(10), insert:

- (11) Nothing in this section applies to the service of infringement notices (*see section 126F*).

**69 New section 137A inserted (Only 1 penalty type for same conduct)**

After section 137, insert:

**137A Only 1 penalty type for same conduct**

- (1) If a type of penalty described in **subsection (2)** is imposed on a person in relation to conduct relating to a tenancy, the other type of penalties described in that subsection cannot be imposed on the person in relation to the same conduct.
- (2) The types of penalty are—
- (a) a fine, an infringement fee, or a term of imprisonment under this Act or any other Act;
  - (b) an order to pay a pecuniary penalty under this Act;
  - (c) an order to pay an amount in the nature of exemplary damages under this Act.
- (3) The imposition of a penalty described in **subsection (2)** on a person does not affect or limit the person's liability to pay damages or compensation (other than an amount in the nature of exemplary damages) in relation to the same conduct.

**69A New section 139A inserted (Regulations relating to infringement offences)**

After section 139, insert:

**139A Regulations relating to infringement offences**

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister, make regulations—
- (a) specifying offences in this Act that are infringement offences, and prescribing infringement fees not exceeding \$500 for those offences;
  - (b) specifying offences in regulations made under this Act that are infringement offences, and prescribing infringement fees not exceeding \$500 for those offences.
- (2) Before making a recommendation for the purposes of **subsection (1)**, the Minister must consult the Minister of Justice in relation to the proposed regulations.
- (3) Regulations under this section that prescribe infringement fees may prescribe different infringement fees to apply in respect of different kinds or classes of persons.

**70 Section 140 amended (Regulations relating to other matters)**

- (1) ~~After section 140(1)(da), insert:~~

- ~~(db) specifying offences in this Act that are infringement offences, and prescribing infringement fees not exceeding \$500 for those offences:~~
- (2) In section 140(1)(e), delete “and, where the offence is a continuing one, a further amount not exceeding \$100 for every day or part of day during which the offence has continued”. 5
- ~~(3) After section 140(1)(e), insert:~~
- ~~(eaa) specifying offences in regulations made under this Act that are infringement offences, and prescribing infringement fees not exceeding \$500 for those offences:~~
- (3A) After section 140(1)(e), insert: 10
- (eaa) prescribing persons, or kinds or classes of persons, for the purposes of **section 5(1)(y)(ii)**:
- ~~(4) After section 140(3), insert:~~
- ~~(4) Regulations under this section that prescribe infringement fees may prescribe different infringement fees to apply in respect of different kinds or classes of persons.~~ 15
- 71 Schedule 1AA amended**
- In Schedule 1AA, after Part 4, insert the **Part 5** set out in **Schedule 1** of this Act.
- 72 Schedule 1 amended** 20
- In Schedule 1, replace “180 days” with “12 months” in each place.
- 73 Schedule 1A replaced**
- Replace Schedule 1A with the **Schedule 1A** set out in **Schedule 2** of this Act.
- 74 New Schedule 1B inserted** 25
- After **Schedule 1A**, insert the **Schedule 1B** set out in **Schedule 3** of this Act.

## Part 2

### Consequential amendments to other enactments

- 75 Consequential amendments to other enactments** 30
- Amend the enactments specified in **Schedule 4** as set out in that schedule.

**Schedule 1**  
**New Part 5 inserted into Schedule 1AA**

s 71

<b>Part 5</b>		
<b>Provisions relating to Residential Tenancies Amendment Act 2020</b>		<b>5</b>
<b>23</b>	<b>Interpretation</b>	
	In this Part,—	
	<b>2020 Act</b> means the Residential Tenancies Amendment Act <b>2020</b>	
	<b>amendment</b> means an amendment to this Act made by a provision of the 2020 Act	10
	<b>commencement date</b> , in relation to an amendment, means the date on which the provision of the 2020 Act that makes the amendment comes into force.	
<b>24</b>	<b>Existing tenancies, etc</b>	
(1)	An amendment applies to a tenancy whether the tenancy commences before, on, or after the commencement date.	15
(2)	This clause is subject to <b>clauses 25 to 34</b> .	
<b>25</b>	<b>New unlawful acts and pecuniary penalties</b>	
	An amendment that creates a new unlawful act or confers a power to impose pecuniary penalties does not apply to acts or omissions before the commencement date.	20
<b>26</b>	<b>Proceedings that have commenced</b>	
	An amendment does not apply to proceedings commenced before the Tribunal before the commencement date.	
<b>27</b>	<b>Notices to terminate, renew, or extend tenancies</b>	
(1)	An amendment made by any of <b>sections 4(3), 32 to 34, and 36</b> of the 2020 Act does not apply to the termination of a tenancy by notice if the notice is given before the commencement date.	25
(2)	The amendments made by <b>section 40</b> of the 2020 Act does not apply to the exercise of a right to renew or extend a tenancy unless the date on which the tenancy would otherwise expire is 28 or more days after the commencement date.	30
<b>28</b>	<b>Assignment by tenant</b>	
	<b>Section 43A</b> of this Act (as inserted by <b>section 24</b> of the 2020 Act) does not apply to a tenancy granted before the commencement date.	



<b>29</b>	<b>Documents to be retained and produced by landlord</b>	
(1)	The amendment made by <b>section 27</b> of the 2020 Act applies to any information retained by the landlord on or after the commencement date, whether the information came into the landlord's possession or control before, on, or after that date.	5
(2)	Any new requirement imposed on a landlord by an amendment made by <b>section 61</b> of the 2020 Act applies to any documents (or copies of them) in the landlord's possession or control on or after the commencement date, whether the documents (or copies) were created before, on, or after that date.	
<b>30</b>	<b>Rent arrears and anti-social behaviour</b>	10
(1)	The amendment made by <b>section 36</b> of the 2020 Act does not apply to rent arrears incurred before the commencement date.	
(2)	<b>Section 55A</b> of this Act (as inserted by <b>section 37</b> of the 2020 Act) does not apply to anti-social behaviour engaged in before the commencement date.	
<b>31</b>	<b>Continuation of existing fixed-term tenancies as periodic</b>	15
	The amendment made by <b>section 39</b> of the 2020 Act does not apply to tenancies granted before the commencement date.	
<b>32</b>	<b>Abandonment of premises</b>	
	The amendment made by <b>section 41</b> of the 2020 Act does not apply to the abandonment of premises if the date determined by the Tribunal under section 61(2) of this Act in relation to the abandonment is before the commencement date.	20
<b>33</b>	<b>Enforceable undertakings</b>	
	<b>Sections 126N to 126R</b> of this Act (as inserted by <b>section 66</b> of the 2020 Act) relate to any enforceable undertaking given on or after the commencement date, whether the contravention or alleged contravention to which the undertaking relates occurred or is alleged to have occurred on, before, or after that date.	25
<b>34</b>	<b>Only 1 penalty type for same conduct</b>	
	The amendment made by <b>section 69</b> of the 2020 Act applies to conduct whether the conduct is engaged in before, on, or after the commencement date.	30

## Schedule 2 Schedule 1A replaced

s 73

<b>Schedule 1A</b>		
<b>Amounts for unlawful acts</b>		
Column 1	Column 2	Column 3
Section	Description of unlawful act	Amount (\$)
12(1)	Unlawful discrimination	6,500
<b>13(4)</b>	Landlord failing to ensure tenancy agreement in writing, signed, and provided to tenant	750
<b><u>13A(1AAA)</u></b>	<u>Landlord failing to ensure tenancy agreement includes certain information specified in section 13A(1)</u>	<u>750</u>
13A(1F)(a)	Landlord failing to comply with section 13A(1A), (1CA), (1CB), (2), (3), or (4)	750
13A(1F)(b)	Landlord providing false or misleading statement or information under section 13A(1A), (1CA), (1CB), (2), (3), or (4)	900
<b>15(2)</b>	Successor landlord or tenant failing to give notice	750
<b>16(2)</b>	Failing to notify change of name or address	750
16A(6)	Landlord failing to appoint agent when outside New Zealand for longer than 21 consecutive days	1,500
17(3)	Requiring key money	1,500
17A(3)	Requiring letting fee	1,500
<b>18(4)(a)</b>	Landlord requiring bond greater than amount permitted	1,500
<b>18A(2)(a)</b>	Landlord requiring unauthorised form of security	1,500
19(2)	Breaching duties on receipt of bond	1,500
<b>22F(3)(a)</b>	Landlord failing to state amount of rent when offering tenancy	1,500
<b>22G(3)</b>	Landlord inviting or encouraging bids for rent	1,500
<b>23(4)(a)</b>	Landlord requiring rent more than 2 weeks in advance or before rent already paid expires	1,500
27(2)	Landlord requiring rent in excess of market rent order	350
29(5)	Failing to give receipt for rent	350
<b>30(2)(a)</b>	Landlord failing to keep records	350
33(2)	Landlord seizing or disposing of tenant's goods	3,000
38(3)	Interference with privacy of tenant	3,000
40(3A)(a)	Tenant failing, without reasonable excuse, to quit premises upon termination	1,500
40(3A)(b)	Tenant's interference, etc, with means of escape from fire	4,000

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s 109(4)

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Section</b>	<b>Description of unlawful act</b>	<b>Amount (\$)</b>
40(3A)(c)	Tenant using or permitting premises to be used for unlawful purpose	1,800
40(3A)(d)	Tenant's harassment of other tenant or neighbour	3,000
40(3A)(e)	Tenant failing to ensure number of residents does not exceed maximum allowed	1,000
<b>42A(7)</b>	Landlord failing to respond to written request seeking consent for fixtures, etc	1,500
<b>42B(3)</b>	Landlord failing to consent to request for minor change	1,500
<b>42B(6)</b>	Tenant failing to reinstate premises at end of tenancy following minor change	1,500
<b>43B(3)</b>	Tenant assigning tenancy without the landlord's written consent or when prohibited to do so	750
<b><u>43B(3B)</u></b>	<b><u>Landlord failing to respond to written request for consent to assignment</u></b>	<b><u>1,500</u></b>
44(2A)	Tenant subletting or parting with possession when prohibited to do so or without the landlord's written consent	1,500
<b>44A(3)(a)</b>	Landlord failing to itemise expenses incurred on assignment, subletting, parting with possession, or termination by consent	750
45(1A)	Landlord failing to meet obligations in respect of cleanliness, maintenance, smoke alarms, the healthy homes standards, or buildings, health, and safety requirements	7,200
<b>45(1AD)(a)</b>	Landlord failing to provide healthy homes information	750
45(2A)	Landlord interfering with supply of services to premises	1,800
45(2D)	Landlord failing to meet obligations to provide insurance policy or to correct information provided	900
<b>45B(6)</b>	Landlord failing to take all reasonable steps to facilitate installation of fibre connection or to respond to request	1,500
46(3)	Landlord failing to provide locks or landlord or tenant altering locks without consent of other party	1,500
<b>47(3)</b>	Landlord failing to give notice that premises are on the market	1,800
48(4)(a)	Unlawful entry by landlord	1,500
48(4)(b)	Tenant failing to allow landlord to enter upon premises in circumstances where landlord entitled to enter	1,500
<b>48(4)(c)</b>	Landlord failing to notify tenant of results of contamination test	1,000
49D	Unlawful acts of landlord related to tenant's liability under section 49B	1,800
54(3)	Landlord giving retaliatory notice of termination	6,500
<b>60AA</b>	Landlord acting to terminate tenancy without grounds	6,500
61(5)	Tenant abandoning premises without reasonable excuse	1,500
66G(4)	Harassment of tenant in boarding house	3,000
66I(4)	Landlord of boarding house failing to meet obligations in respect of cleanliness, maintenance, smoke alarms, the healthy homes standards, or buildings, health, and safety requirements	7,200

Column 1	Column 2	Column 3
Section	Description of unlawful act	Amount (\$)
<b>66I(7)</b>	Landlord failing to provide healthy homes information	
<b>66J(2B)</b>	Landlord of boarding house interfering with services or failing to advise that premises on market	1,800
<b>66J(4)</b>	Landlord of boarding house failing to notify results of contamination test (relating to boarding house facilities)	1,000
66J(7)	Landlord of boarding house failing to meet obligations to provide insurance policy or to correct information provided	900
66K(4)(a)	Tenant of boarding house interfering, etc, with means of escape from fire	4,000
66K(4)(b)	Tenant using or permitting boarding room to be used for unlawful purposes	1,500
66K(4)(c)	Tenant of boarding house harassing neighbour	3,000
66P(4)	Landlord of boarding house failing to comply with order relating to house rules	3,000
66T(1)(a) to (c)	Contraventions relating to entry, or attempted entry, of tenant's boarding room	1,500
<b>66T(1)(d)</b>	Landlord of boarding house failing to notify results of contamination test (relating to boarding room)	1,000
66X(5)	Tenant of boarding house abandoning premises without reasonable excuse	1,500
108(2A)	Breach of work order (other than section 78A work order)	5,000
108(2A)	Landlord breaching section 78A work order	5,000
<b>123A(5)(a)</b>	Landlord failing to produce documents to chief executive	1,500
<b>126J(1)</b>	Failing to comply with improvement notice	3,000
<b>126P(2)</b>	Breaching an enforceable undertaking	1,000
137(2)	Contracting to contravene or evade the provisions of this Act	1,800

## Schedule 3 New Schedule 1B inserted

s 74

### Schedule 1B Fines and fees for infringement offences

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s 126A

#### 1 Maximum fine for infringement offences

The maximum fine for an infringement offence specified in column 1 of the table in **clause 3** is an amount not exceeding,—

- (a) if the landlord has 6 or more tenancies or is the landlord of a boarding house when they commit the offence, the corresponding amount in column 3 of the table; and 10
- (b) in any other case, the corresponding amount in column 4 of the table.

#### 2 Infringement fee for infringement offences

The infringement fee for an infringement offence specified in column 1 of the table in **clause 3** is,— 15

- (a) if the landlord has 6 or more tenancies or is the landlord of a boarding house when they commit the offence, the corresponding amount in column 5 of the table; and
- (b) in any other case, the corresponding amount in column 6 of the table. 20

#### 2A Infringement notice not invalid if higher fee applies

An infringement notice served on a landlord that has 6 or more tenancies or that is the landlord of a boarding house is not invalid merely because the notice imposes the fee for the offence that is in column 6 of the table in **clause 3**.

#### 3 Table of fines and fees for infringement offences

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The following table sets out the fines and fees for infringement offences under this Act:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		Fine ( <del>6 or more</del> tenancies) <b>(cl 1(a))</b>	Fine ( <del>5 or fewer</del> tenancies) <b>(cl 1(b))</b>	Fee ( <del>6 or more</del> tenancies) <b>(cl 2(a))</b>	Fee ( <del>5 or fewer</del> tenancies) <b>(cl 2(b))</b>
Section	Description of offence	(\$)	(\$)	(\$)	(\$)
<b>13(4)(b)</b>	Failing to ensure tenancy agreement in writing, signed, and provided to tenant	2,000	1,000	1,000	500

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>
		<b>Fine (<del>6 or more</del> tenancies)</b>	<b>Fine (<del>5 or fewer</del> tenancies)</b>	<b>Fee (<del>6 or more</del> tenancies)</b>	<b>Fee (<del>5 or fewer</del> tenancies)</b>
		<b>(cl 1(a))</b>	<b>(cl 1(b))</b>	<b>(cl 2(a))</b>	<b>(cl 2(b))</b>
<b>Section</b>	<b>Description of offence</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
<b>13A(1G)</b>	Failing to comply with section 13A(1A), (1CA), (1CB), or (2)	2,000	1,000	1,000	500
<b>15(3)</b>	Failing to give notice as successor	2,000	1,000	1,000	500
<b>16(2A)</b>	Failing to notify change of name or address	2,000	1,000	1,000	500
<b>16A(6)(b)</b>	Failing to appoint agent when outside New Zealand for longer than 21 consecutive days	3,000	1,500	1,000	500
<b>17(5)</b>	Requiring key money	3,000	1,500	1,000	500
<b>17A(4)</b>	Requiring letting fee	3,000	1,500	1,000	500
<b>18(4)(b)</b>	Requiring bond greater than amount permitted	3,000	1,500	1,000	500
<b>18A(2)(b)</b>	Requiring unauthorised form of security	3,000	1,500	1,000	500
<b>19(3)</b>	Breaching duties on receipt of bond	3,000	1,500	1,000	500
<b>22F(3)(b)</b>	Failing to state amount of rent in advertisement or offer	2,000	1,000	1,000	500
<b>23(4)(b)</b>	Requiring rent more than 2 weeks in advance or before rent already paid expires	3,000	1,500	1,000	500
<b>29(6)</b>	Failing to give receipt for rent	2,000	1,000	1,000	500
<b>30(2)(b)</b>	Failing to keep records	2,000	1,000	1,000	500
<b>44A(3)(b)</b>	Failing to itemise expenses incurred on assignment, subletting, parting with possession, or termination by consent	2,000	1,000	1,000	500
<b>45(1AD)(b)</b>	Failing to provide healthy homes information	2,000	1,000	1,000	500
<b>47(4)</b>	Failing to inform prospective tenants that premises on the market	3,000	1,500	1,000	500

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>
		<b>Fine (<del>6 or more</del> tenancies)</b>	<b>Fine (<del>5 or fewer</del> tenancies)</b>	<b>Fee (<del>6 or more</del> tenancies)</b>	<b>Fee (<del>5 or fewer</del> tenancies)</b>
		<b>(cl 1(a))</b>	<b>(cl 1(b))</b>	<b>(cl 2(a))</b>	<b>(cl 2(b))</b>
<b>Section</b>	<b>Description of offence</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
<b>48(4A)</b>	Failing to notify tenant of results of test for contaminants	2,000	1,000	1,000	500
<b>66I(7)</b>	Failing to provide healthy homes information	2,000	1,000	1,000	500
<b>66J(2B)(b)</b>	Failing to inform prospective tenants that boarding house premises on the market	3,000	1,500	1,000	500
<b>66J(4)(b)</b>	Failing to notify tenant of results of test for contaminants (relating to boarding house facilities)	2,000	1,000	1,000	500
<b>66T(1A)</b>	Failing to notify tenant of results of test for contaminants (relating to boarding room)	2,000	1,000	1,000	500
<b>123A(5)(b)</b>	Failing to produce documents to chief executive	3,000	1,500	1,000	500

## Schedule 4

### Consequential amendments to other enactments

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#### Part 1

#### Amendments to Acts

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##### **Public and Community Housing Management Act 1992 (1992 No 76)**

In section 74(5), delete “and (2)”.

In section 94(5), delete “and (2)”.

##### **Summary Proceedings Act 1957 (1957 No 87)**

In section 2(1), definition of **infringement notice**, after paragraph (je), insert:

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(jf) section 126C of the Residential Tenancies Act 1986; or

##### **Unit Titles Act 2010 (2010 No 22)**

After section 176(1)(aa), insert:

(ab) **section 95A(3) and (4)** (which relates to orders of the Tribunal for suppression of a party’s name or identifying particulars):

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After section 176(1)(b), insert:

(ba) **section 108(2B)** (which relates to certain failures to comply with work orders):

After section 176(1)(c), insert:

(d) **sections 109B to 109E** (which relate to pecuniary penalties).

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#### Part 2

#### Amendments to legislative instrument

##### **Residential Tenancies (Healthy Homes Standards) Regulations 2019 (LI 2019/88)**

In regulation 40(1), replace “section 123A(1)(ca) of the Act” with “**section 123A(1)(e)** of the Act”.

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In regulation 40(2)(b), replace “section 123A(1)(ca)” with “**section 123A(1)(e)**”.

#### Legislative history

17 February 2020

Introduction (Bill 218–1)

20 February 2020

First reading and referral to Social Services and Community Committee