

The following are some of the most frequently asked questions that both tenants and landlords have about renting.

✚ **Who is responsible for the lawns and gardens?**

Normally the tenant will be responsible for doing the lawns and gardens. However, if there is a set of flats with common ground, the landlord will normally be responsible. Some properties will have this included on the tenancy agreement.

✚ **Does the landlord have to provide a mower and garden tools?**

No. However if the landlord provides any of these at the beginning of the tenancy, they must continue to be provided during the tenancy, and be repaired or replaced as needed by the landlord.

✚ **Does a fridge or washing machine have to be provided?**

The landlord does not have to supply either of these however if he does it is the same case as the lawnmower. The landlord is responsible for maintaining the appliances.

✚ **Can a landlord hold a tenant's goods for non-payment?**

No. The only person who can seize goods for non-payment is a bailiff of the court. Landlords cannot seize a tenant's goods for any reason.

✚ **How often can the rent be raised?**

Six months after the beginning of the tenancy or six months after the last increase, by giving a 60 day notice in writing. It is important to note that rent CANNOT be increased on a fixed term tenancy, unless the agreement allows it. If the rent is subject to a yearly increase it can be increased but will still require 60 days notice.

✚ **How should I give my landlord notice and how much do I have to give him?**

Notice should be given to the landlord in writing and must be 21 days notice.

✚ **What happens if a tenant leaves without giving notice?**

If the landlord finds the tenancy abandoned, he or she must apply to the Tenancy Tribunal for a possession order before re-letting the property.

✚ **How much notice does a landlord have to give for an inspection?**

The landlord must give the tenant 48 hours written notice that he wants to inspect the property.

✚ **Are flatmates covered by the Residential Tenancies Act 1986?**

Disputes between flatmates are not covered by the Act unless they are named on the tenancy agreement. Flatmates in effect have no rights and may be asked to leave with little or no notice.

GOT A QUESTION? THEN JUST EMAIL IT TO US... questions@redex.co.nz