

Tenancy Services

Residential Tenancies Amendment Act 2024: Summary of changes



**Ministry of Business, Innovation and Employment (MBIE)
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More information

Information, examples and answers to your questions about the topics covered here can be found on our website: tenancy.govt.nz

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Further information

This is a general guide. For more detailed information see the Tenancy Services website: tenancy.govt.nz

Residential Tenancies Amendment Act 2024 – Summary of changes

The Residential Tenancies Act 1986 (RTA) sets out the rights and responsibilities of landlords and tenants. Changes to the RTA have been introduced through the Residential Tenancies Amendment Act 2024 that was passed on 17 December 2024.



Note: The information provided is a summary of changes to the RTA. It is important to be aware of all aspects of each of these changes to the law and the commencement dates before taking any related action.

Further information will be available on the Tenancy Services website at tenancy.govt.nz

The commencement dates for these main law changes are:

- › 17 December 2024 – provisions enabling online bond lodgement take effect
- › 30 January 2025 – changes to tenancy terminations take effect
- › 20 March 2025 – technical changes to the RTA take effect
- › A date set by Order in Council – provisions allowing for pet bonds and changes to pet consent rules take effect.

Enabling online bond lodgement

These provisions take effect on 17 December 2024.

Changes that relate to bond lodgements take effect immediately. Signatures will no longer be required when lodging or topping up a bond. We will continue to verify refunds and other transactions.

This change relates to how we are modernising the tenancy bond service. Bonds now need to be lodged and paid online, and you will no longer need to complete and upload a PDF bond lodgement form. Manual bond lodgements via email and post are no longer available.

Find out more about the tenancy bond service changes at tenancy.govt.nz/bond-changes

Tenancy terminations

These provisions take effect on 30 January 2025.

Changes for periodic tenancies

Landlords can end a periodic tenancy without requiring a specific reason by providing 90 days' notice.

A landlord can end a periodic tenancy with 42 days' notice if:

- › the owner, or their family member, requires the property to live in as their main residence within 90 days of the tenancy ending and remain for at least 90 days
- › the property is needed for the landlord's employee or contractor. The property must usually be used or have been obtained for this purpose and this is stated in the current tenancy agreement; or
- › the property has been sold with a requirement to give vacant possession under an unconditional sales agreement.

Tenants can end their periodic tenancy with 21 days' notice at any time.

If a termination notice was issued before 30 January 2025 by either the landlord or tenant, then that notice remains valid and cannot be replaced with a different notice period by that party. For example, if a 90-day termination notice for a landlord to live in the property as their main residence is given on or before 29 January 2025, a 42-day termination notice cannot then be given by the landlord on or after 30 January 2025.

Changes for fixed-term tenancies

Fixed-term tenancies automatically become periodic tenancies unless:

- › a landlord or tenant gives notice to end a fixed-term tenancy between 90 and 21 days (known as the "effective period") before the fixed term ends. No specific reason is required; or
- › both the landlord and tenant agree on an alternative, if there is more than 90 days remaining before the expiry.

For fixed-term tenancies that started on or after 11 February 2021 and expire on or before 30 April 2025, the law before these changes will still apply. For example, if a 12-month fixed-term tenancy expires on 14 March 2025 and the landlord does not want this to automatically become a periodic tenancy, they must give a reason for ending the tenancy and provide notice based on the requirements of that reason. In these cases, the new law will apply if the tenancy is renewed, extended or becomes periodic.



For fixed-term tenancies that expire on or after 1 May 2025, the new law will apply. For example, if a fixed-term tenancy expires on 23 May 2025 and the landlord does not want this to automatically become a periodic tenancy, they will not need to give a reason for ending the tenancy but must provide the correct notice. This would either be by providing notice within the effective period or if the effective period is missed, by giving the appropriate notice once the tenancy becomes periodic. Alternatively, the landlord and tenant can agree to end the tenancy on a chosen date.

Clarifying the retaliatory termination provision

If a landlord terminates a tenancy due to a tenant exercising their rights (for example, a tenant requests maintenance and the landlord issues a termination notice instead of carrying out the maintenance work), the tenant can apply to the Tenancy Tribunal to have the termination confirmed as retaliatory and declared an unlawful act.

This provision could also apply to any situation where a landlord terminates a tenancy in response to any person or organisation exercising a legal power against them under the Residential Tenancies Act 1986 (RTA) or any other law. For example, if the termination notice is given because the Tenancy Services Compliance and Investigations Team has become involved.

Tenants must apply to the Tribunal within 12 months of the notice being issued. If a tenant applies within 28 working days of the notice being issued, they can also request that the notice be cancelled.

Technical changes

These provisions take effect on 20 March 2025.

Modernising how notices and documents are given

Landlords and tenants can give notices and documents by an electronic address if this has been provided as an additional address for service in the tenancy agreement. A physical address for service will still need to be provided.

An electronic address is an email address, fax number, mobile telephone number, or instant messaging account through which information can be easily accessed and referred to.

Landlords can prohibit tenants smoking indoors

This change clarifies that clauses in tenancy agreements banning smoking indoors (except for in outbuildings) are enforceable.

If a landlord wishes to ban smoking anywhere else on the property, they need to make sure it is consistent with parties' other rights and responsibilities under the RTA, for example the tenant's right to quiet enjoyment.

Allowing an email address to be used as an address for service in Tenancy Tribunal applications

If an email address was included as an address for service in a tenancy agreement it can be used for up to 2 years after the tenancy ends.

An email address may also be used as an address for service on a landlord's Tenancy Tribunal application:

- › for up to 2 years after the tenant has provided the email address to the landlord
- › for 2 years after the last email from the tenant to the landlord using that email address.

Enabling the Tenancy Tribunal to decide matters without holding a hearing

Where appropriate, a Tenancy Tribunal adjudicator can make a decision based on the application and supporting documents without the need for parties to attend a hearing. The Tribunal will still consider the parties' views when deciding if this is appropriate.

The Tribunal must not do this if the matter involves the termination of a tenancy, or a landlord's right of entry to the premises or a boarding room.

Withdrawing from a tenancy due to family violence

The changes clarify that a tenant's children or dependants are also covered by this provision.

If a tenant or their child/dependant experiences family violence during a tenancy, they can withdraw from the tenancy by giving at least 2 days' notice (with qualifying evidence of family violence) without financial penalty or the need for agreement from the landlord.

Service tenancies managed by the Ministry of Education on Crown land

The definition of a service tenancy includes any tenancy granted by the Crown as part of a contract of service or a contract for services between a school board and an employee or contractor of the school board.

Confirming the jurisdictional limit for the Tenancy Tribunal

If the Tenancy Services Compliance and Investigations Team make an application to the Tribunal in relation to multiple tenancies, then each tenancy is treated separately and the limit will be \$100,000 per tenancy, not per application.

Pet consent rules and pet bond

These provisions will take effect on a date to be set by Order in Council and cannot be used until that date.



Note: This guidance only applies to tenancies that start on the date these provisions take effect. These changes do not impact any pets that are already kept in a rental property before the changes take effect that were agreed to by the landlord or were not prohibited in the tenancy agreement.

A tenant may keep a pet in their rental property if permitted by their tenancy agreement or with the written consent of their landlord. If a tenant makes a written request to their landlord to keep a pet, the landlord:

- › must respond to the request within 21 days, stating whether they approve or refuse the request and any reasonable conditions they attach to a consent
- › may only refuse a tenant's request to keep a pet on reasonable grounds and must state those grounds
- › may include other details as part of the consent, for example the type and number of pets consented to.

Reasonable grounds for refusing consent include:

- › the property is not suitable for the pet or pets (for example, because of the size or fencing of the property, or other unique features of the property)
- › a relevant rule or bylaw prohibits the pet or pets from being kept on the property
- › the tenant has not complied with relevant bylaws relating to the pet or pets
- › the pet or pets are not suitable for the property due to any of the following:
 - their size or type (for example, their species or breed)
 - their likelihood for causing damage to premises or disruption to other persons residing in the neighbourhood
 - they include a dog that has been classified as dangerous or menacing under the Dog Control Act 1996
 - there is good reason to believe they have previously attacked persons, livestock or other pets
- › the tenant has not agreed with a reasonable condition that the landlord wants to add to the tenancy agreement
- › the tenant has previously failed to comply with a reasonable condition relating to keeping a pet.



If a landlord consents to allowing pets, then a reasonable condition may be to charge a pet bond. The pet bond is up to a maximum amount equivalent to 2 weeks' rent for the tenancy. This is in addition to the general bond up to a maximum value of 4 weeks' rent. Landlords need to make sure the bonds and their amounts are separated and clearly identified in the tenancy agreement.

Rent increases or decreases also apply to pet bonds. For example, if the rent is increased by \$10 a week and a 2-week pet bond was charged, \$20 can be required to be added as a top up to the pet bond.

Tenants are fully liable for all pet-related damage that is beyond fair wear and tear.

Disability assist dogs are excluded from the pet bond and pet consent rules, so the landlord's permission is not needed and a pet bond cannot be charged for these dogs.

Further guidance on pet bonds and consents will be made available to support compliance with pet-related rights and responsibilities at the time the pet provisions are due to commence.





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