



**National Council of  
Women of New Zealand**

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Wahine O Aotearoa

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**Submission to the Social Services Select Committee on the  
Residential Tenancies Amendment Bill**

The National Council of Women of New Zealand (NCWNZ) is an umbrella organisation representing 43 nationally organised societies. It has 35 branches spread throughout the country to which women from some 150 societies are affiliated.

This submission has been prepared by our Social Issues Standing Committee comprised of a nucleus committee domiciled in Auckland plus corresponding members from Branches.

Social Issues has recently prepared a report on Housing for Mental Health Patients. The report was compiled from responses to a mini survey published in NCWNZ's monthly Circular, 1400 copies of which are sent to representative members of all affiliated societies. We also consulted widely with mental health housing providers and community workers, many of whom intimated the need for boarding houses to come within the ambit of Residential Tenancies legislation. We therefore appreciate the opportunity to make a submission on the proposed Amendment to the Residential Tenancies Act which seeks to bring boarding houses under the auspices of the Tenancy Tribunal.

As stated in the preamble, the Bill also provides for amendments to the principal Act in order to clarify areas of contention which have arisen during the tenure of the Act and issues which go towards improving the efficiency of the Tribunal administration. We will also make some comment on this section of the Bill.

**Amendments to principal Act**

**Clause 4 (2)** which extends the meaning of "disputes" and as a consequence gives the Tribunal wider powers to adjudicate on matters requiring a decision between parties, or a declaration.

We see this as giving the Tribunal power to answer queries and perhaps make decisions. Where tenants have difficulty understanding the powers of the Act, and / or the rights and responsibilities of themselves and their landlords, there is a need for guidance from an impartial institution. This clause allows the Tenancy Tribunal to accept that role. We approve of this.

**Clause 6** in effect brings boarding houses as defined in Section 66B of this Bill, under the jurisdiction of the Residential Tenancies Act 1986. We agree with this move.

**Clause 9** amends Section 17 of the Principal Act and makes it clear that letting fees are to be paid by landlords, rather than by tenants as at present. We applaud this - it is usually the landlord who engages the real estate agent to find a tenant therefore the contract is between landlord and estate agent, and it is unfair to pass the cost of the service on to the tenant.





## **Clause 10 New Sections 22 to 22C substituted**

### **Section 22 Claims against bonds made within 2 months of termination of tenancy**

This should encourage application for repayment to be made as soon as possible after termination of a tenancy, thus facilitating the smooth running of the Bond Office.

**Section 22C (2)** As we understand it this provision allows unclaimed bonds to be advertised. We are informed that HNZA holds a considerable sum in unclaimed bonds for tenancies which are known to have ended. Tenants, especially those with a low literacy level or who perhaps have English as a second language, are often not aware they are eligible for bond repayment. Publishing details should facilitate the distribution of these funds to the rightful owners.

**Clause 12 Outgoings.** Landlords pay fixed water charges and waste water charges, not tenants. There has been much argument in the press over this issue and it is well that it is made clear. However it is our contention that for these provisions to be effective when drafted into law there will need to be wide publicity among tenants and landlords alike.

**Clause 13 Tenant's responsibilities** - it must be clear from the commencement of the tenancy that liability for damage, especially wilful damage, remains with the tenant even if the landlord is covered by insurance.

**Clause 14 Landlord Responsibilities** Failure to comply with required building standards and safety and health requirements will be an "unlawful act". This is a very necessary amendment given recent publicity with regard to letting of substandard housing in Auckland. We note that Clause 20 allows for exemplary damages up to \$3000 if landlords fail to comply with work orders.

The above amendments to the Principal Act act as safeguards for both tenants and landlords, and we agree they do clarify uncertainties which have become apparent in the Principal Act.

## **Part 2A Boarding house tenancies**

Boarding house tenancy agreements

### **66C Content of boarding house tenancy agreements**

(2) Provision for third party in tenancy agreements:

Our members would prefer this provision be mandatory rather than optional, particularly where prospective tenants can be categorised as recovering mental health patients, and perhaps subject to the need for episodic hospitalisation. In these circumstances it would be beneficial for landlord and tenant alike to have a contact person who could negotiate on behalf of the tenant with regard to tenant obligations as listed in clause 66K (1) (a) to (f), or where termination is proposed, to look after the tenant's interests with regard to repayment of a bond and the safe storage or disposal of the tenant's property. In the past, many mental health patients have returned to the community to find their place of residence relet and their chattels disposed of. Needing to start over again is deleterious to the well being of recovering patients.

### **66D Bonds**

(1); (2); (3) We agree to the mandatory provision for 1 week's rent as a sufficient bond and that a receipt must be tendered, and applaud the provision for penalties to apply where these two tenets are not complied with.

(4) Some of our members feel that lodging the bond at the Bond Office provides a safeguard for tenants. However it would seem 66W (1); (2) and (3) cover this issue adequately and given the transient lifestyle of some Boarding House residents, issuing a receipt seems a logical alternative where bureaucracy could be cumbersome.



**66E Outgoings** (1); (2) (a) to (e); and (3) give clear unambiguous statement of who pays for what service or facility. We do once again have a concern as to how tenants and landlords are to be apprised of the provisions of the Act.

**66G Quiet Enjoyment**

(1); (2); (3) & (4) NCWENZ has a concern for the safety for women alone in boarding house tenancies and therefore the inclusion and subsequent enforcement of subsection (2) and (3) are vital to ensure their safety. Another concern with regard to 'quiet enjoyment' is that with the stigma mental illness can carry, we feel outlawing harassment in these circumstances will help quash this deplorable attitude. Subsection (4) which covers non compliance with (2) and (3) should prevent landlords from shirking responsibility where one tenant consistently annoys others.

**66I Landlord's ongoing obligations** (1) (a) to (f); (2) and (3) We entirely concur with these strictures. Our concern here is with monitoring - will tenants always know where to go to seek redress? Mental health people in particular need an advocate to ensure the conditions of their tenancy are adequate. Some system of liaison between Mental Health providers and possible landlords should be in place when recovering patients are attempting to secure suitable accommodation and/or entering into a Tenancy Agreement, whereby a Mental Health Community Worker should be a party to any accommodation solution. This is a safety issue.

**66L Tenant's liability for damage.** This is a very necessary provision especially (4). Landlords need protection too.

**66O House Rules** (2) (b) (i) We read this subsection as a further provision for the safety of women alone.

**66P What tenant may do if he or she objects to house rules (1) to (4).** This clause gives a means of redress to tenants for unfair or discriminatory expectations on the part of the landlord. We wonder how tenants may be made aware of how they can apply to the Tribunal.

**66R Landlord's right to enter boarding room is limited.** Women alone in particular require the protection afforded by this Section.

**66T Consequence of abuse, or refusal, of right of entry** (3) - application for Order where landlord does not comply. Our concern in this instance is: How will people of low literacy level or where English is a second language be aware of the process for redress? What procedures are there for any tenants to become aware of their rights in such cases?

**66U Termination of tenancy by landlord.** These terms should form part of any Tenancy Agreement or at least House Rules, i.e. a tenant should be well aware of his or her obligations. However, subsection (4) is a necessary adjunct. Our understanding is that it is not easy for women on their own and of limited income to find suitable accommodation especially in the bigger cities, and where landlords give notice of termination for no reason, it can cause considerable stress and hardship if they are forced to seek alternative accommodation at short notice.

**66W Return of bond on termination** (1) gives protection to bona fide tenants and (2) is a protection for landlords, giving some ability to recover costs.

**66X Abandonment by tenant** (1) (b) all reasonable effort to be made to contact the third party in the agreement. As set out in our submission to 66C (2), a third person or contact is vital for Tenancy Agreements. What seems like an abandoned tenancy could be because the tenant has



been hastily hospitalised, something over which he or she has no control. A third party could have vital information which would assist the landlord in his decision-making.

### **66Y Abandoned Goods**

As with 66X above a third party to assist with negotiation over tenants' property is helpful to both tenant and landlord. If it can be ascertained through the contact person that hospitalisation has been a factor, then some arrangement may be made to store property pending recovery.

### **New Section 91A**

(1) and (2). The two month expiry date for address for service should encourage landlords to claim for the bond as soon as possible after termination, or face having to pay the consequent \$20 application fee as well as having responsibility to find the tenant.

### **New Section 91B Hearing may proceed even if respondent is not served.**

This gives power to the Tribunal to proceed even if the respondent has effectively disappeared. Our concern here, is that there seems to be no form of redress if and when the respondent does finally turn up.

### **Clause 19**

This section allows the Tribunal to proceed on the basis of written information in uncontested cases even if neither party attends. This will surely save time and money for landlords especially. However we do have some difficulty with the implications of this change and suggest it needs careful monitoring to ensure a fair and equitable settlement.

### **General Comments**

Thank you for the opportunity to make submissions on The Residential Tenancy Amendment Bill. It certainly looks very helpful to people who find it difficult to cope with "normal" living to have the opportunity for long-term boarding tenancies. Security of tenure has always been an important proviso for NCWNZ and the mandatory nature of the provisions as set out in the Bill should help achieve that. Safety for women especially those on their own is another concern, and we hope measures in this area will also prove positive.

While on the one hand the detailed nature of the regulatory proposals lends credence to anecdotal evidence about unsatisfactory conditions in boarding houses, such minutiae also highlight the need to educate tenants on their rights and responsibilities. Some form of advocacy needs to be in place to ensure they understand their own obligations as well as those of their landlord, and it is essential for them to be aware of their access to a dispute resolution service. The Tenancy Services video on these topics is not sufficient on its own.

We have been reliably informed of the growing need to monitor the activities of landlords from overseas who set up property renting business in New Zealand using laws which apply in their country of origin. We submit that these people be required to be licensed to operate in New Zealand. There should be dialogue between Immigration and Housing services on this subject.

Clarifying areas of contention which have arisen during the tenure of the Principal Act is important especially with regard to failure to comply with building requirements and health and safety regulations, which results in substandard housing.

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