

FAQ's For Owners



How long will it take to lease my property?

At Rented Property Management, our average time to lease your property varies depending on market conditions, however in general it takes an average of 14-21 days. We begin marketing your property the day it becomes available to rent and unlike many Real Estate Companies have a dedicated team of Property Managers focused solely on finding you a qualified tenant in the quickest possible time.

How do you determine the best rent for my property?

We always strive to get you the maximum rent possible, however we also must keep in mind setting the correct market rent to get your property rented as soon as possible. To do this, we consider these factors:

- 1 Demand – is there currently a high or low demand for rental properties? This can be seasonal and affected by a number of factors.
- 2 What is available now – we look at properties currently available for rent and consider their location and features for comparison to calculate a maximum rent for your property.
- 3 What we have rented right now – We compare your property with what we have currently rented, taking into account property location and features.

These factors allow us to give you enough information to set the right rent for your property.

What if I want a rent amount that is higher than your recommendation?

You may place your property on the market at whatever rental amount you wish. However, keep in mind that it is market demand that sets the rent, and if the market think that the asking rent is too high, your property may stay vacant longer than necessary. **With this in mind, be aware your annual rental return will be reduced by 2% for every week it is vacant!**

What is the length of the average tenancy?

For residential properties, the fixed term is usually 6 or 12 months. We look where practical to fix all our tenancies into the busiest time of the year (January to March) then renew for a 12 month period. The idea is to keep your tenancy let in the busiest time of year, ensuring highest possible rent, best possible tenant and lowest vacancy period.

Do you guarantee the tenant?

We can never guarantee the performance of the tenant for your property. We can only use our professional skills and experience to verify that the tenant can afford to pay the rent and to form an opinion on whether the tenant will maintain the property to an acceptable standard.

As the paying of rent and the maintaining of the property is purely voluntary on the tenant's part, we cannot guarantee any tenancy outcome. This is a landlord risk that comes with owning an investment property. We recommend that you take out landlord protection insurance if the risk greatly concerns you.

What tenancy documentation is required?

All tenancies are subject to the Residential Tenancies Act. The tenancy documentation includes:

- 1 A Tenancy Agreement
- 2 A Premises Condition Report
- 3 A Bond Lodgement Form.

Who signs the tenancy documentation?

This is your choice. However, it is usual practice for us to sign these documents on your behalf. We will, of course, send you copies of any documents signed on your behalf.

May I give you some special instructions?

Yes. You may give us some special instructions in relation to the property and the way it is managed, provided the instructions are lawful. These special instructions will need to be either specified in Rented's Management Agreement or provided in writing to us.

If I allow a pet at my property, what expectations will be given to the tenant regarding the pet?

If a pet is permitted we will provide the tenant with strict written conditions. The major conditions would be that:

- 1 The pet may not come inside the property.
- 2 The pet must be removed from the property if it becomes annoying or bothersome to neighbours (after reasonable warning has been given in writing).
- 3 The tenant must be responsible for any damage caused by their pet, and clean up any mess left by the pet.

If the tenant has a pet, can I ask for an extra bond (a pet bond)?

Unfortunately no! Charging a bond in excess of the tenant's normal rental bond is illegal in New Zealand.

What happens when the Tenancy Agreement expires?

The Agreement continues on a continuation (or holding over) basis reverting to a Periodic Tenancy. Each party will then be required to give the following notice period to terminate the Agreement:

- Tenant: 21 days
- Owner: 90 days

It is not necessary to renew a Tenancy Agreement when the fixed term period ends.

While we can request that a tenant renew their Tenancy Agreement for a further fixed term, we cannot insist that they do so. Any renewal agreement must be mutually agreed between the parties.

What keys must be supplied to the tenant?

All tenants listed on the Tenancy Agreement are given a full set of keys. This includes keys to all external doors, windows, garage or letterbox locks. We retain a full master set of keys at the office.

This may necessitate having keys cut at your expense.

How secure must the property be?

The law requires that an owner must provide and maintain locks and other security devices to the property in order for the property to be "reasonably secure".

It is recommended that key operated deadlocks be fitted to all external doors and windows.

What if the tenant wants the locks changed?

If the tenant wishes to alter the existing locks or add other security devices to make the property more secure, the tenant must obtain the owner's prior consent and pay all costs. The tenant must provide the owner/agent with a copy of any new keys.

What about smoke alarms, light bulbs and tap washers?

It is the owners responsibility in New Zealand to provide working smoke alarms at the property. To comply with the Residential Tenancies Act the smoke alarms need to be the correct number for the property size, in the correct position and long-life photoelectric. Rented works with smoke alarm professionals should you want a annual smoke alarm service conducted.

We are not legally qualified to check the functionality and suitability of smoke alarms.

Light bulbs - at the start of the tenancy all light bulbs should be at the property and in working order.

During the tenancy, the tenant is responsible for replacing any smoke alarm batteries and light bulbs.

Why do I need to complete the Owners Insulation Statement?

Changes to The Residential Tenancies Act in 2016 saw the introduction of requirements around insulation. An owner must now disclose in the Insulation Statement on the Management Agreement whether there is insulation in the property, where it is, what type and what condition it is in. This is so your tenants can make an informed decision. A landlord who does not make a complete insulation statement or includes anything they know to be false or misleading is committing an unlawful act.

By 1 July 2019 you must insulate your rental home where practicable – ceiling and underfloor. The insulation must comply with the new regulations and be safely installed. Good quality insulation helps make your rental home healthier for tenants and more energy efficient.

Should assessment of your homes current insulation levels be required Rented Property Management has relationships with a number of local companies that can assist. Often these assessments are free of charge if you go ahead with installation.

Who pays for water usage?

If there is no individual meter for the rented premises, as in the case of blocks of older style units, a tenant cannot be charged for water usage.

However, the tenant is responsible for the cost of water used during the tenancy if the property has an individual water meter and has legally prescribed water efficiency devices.

Please note the daily line charge can not be passed onto tenants!

Who is responsible for maintaining the lawns and gardens? And who is responsible for clearing gutters?

Unless otherwise agreed, the tenant is responsible to maintain the lawns and gardens to the standard they were given at the start of the tenancy. Any major trims, hedges and trees – are the owner's responsibility.

If the property is provided with watering systems these need to be working and kept maintained during the tenancy.

It is the owner's responsibility to clear the gutters.

Can I inspect the property whenever I like?

You can, however, the tenant needs to be given between 48 hours and 14 days notice. If the tenant withholds consent we must rearrange a time that suits better and of course provide written permission for this to occur.

How can I terminate the tenancy?

There are 4 ways that a tenancy can be terminated:

- 1 To end the tenancy at the end of the fixed term - Either party can give at least 30 days notice to end a tenancy when the fixed term of the agreement is due to expire.
- 2 To end a tenancy after the fixed term has expired (i.e. a continuing tenancy) - A tenant is required to give at least 21 days notice and the owner must give at least 90 days notice to terminate the agreement any time after the fixed term has ended.
- 3 To end a tenancy due to a breach - A 14 day notice may be given at anytime if either party breaches a term of the agreement. Should this not be remedied an application to proceed to tribunal can then be lodged.
- 4 If the owner of the owner's immediate family or employee wants to occupy the property then the owner can provide 42 days written notice to occupy the property if the tenancy is of a periodic nature.

Can a tenant break the Tenancy Agreement?

Residential Tenancy Agreements are legally binding contracts. However, if a tenant wishes to break the Agreement and vacate the property before the fixed term expires, the tenant is responsible for the following:

- rent until the date a new tenant takes over the property, or until the fixed term expires (whichever happens first)
- any agreed advertising costs
- **It is important to note that the owner/agent must make reasonable efforts to minimise any potential losses the tenant may suffer in this situation.**

Who pays for damage by the tenant?

The question of what constitutes damage and what is considered acceptable "wear and tear" is always an issue in property management.

In cases of damage to a property attributable to a tenant that is not considered normal wear and tear, normally the bond will provide sufficient protection to remedy the damage.

If not, the owner can take action in the Tribunal against the tenant. Also, landlord protection insurance can cover this type of situation.

What does Rented recommend for Meth testing?

Rented recommends that testing is carried out before and after each new tenancy. This ensures that there is a base line reading for the property that establishes Meth levels prior to a tenant moving in. This aligns with the requirements of most Insurers.

Does Rented Property Management carry out Meth Testing?

Rented Property Managers do not carry out Meth testing on properties we manage. Based on Legal advice received this would create a conflict of interest and would not stand-up to scrutiny in court. We work with companies that specialise in Meth testing to ensure that testing is done in line with best industry practices.

Can a property be tested for Meth use during a tenancy?

Rented Tenancy Agreements allow for testing during a tenancy, however this should only be undertaken where a base line test has been completed prior to that tenancy beginning.

What about someone to contact in emergencies?

If it may be difficult to contact you on a routine basis, we suggest that you nominate someone locally to act as your representative in case of an emergency and that this person is advised of the extent of their authority.

That person's name and contact details should be recorded in the Management Agreement or alternatively, provided to us in writing.

What should I do if I change my address, bank account, phone numbers, email address, etc?

Please notify us in writing as soon as possible. E-mail admin@rented.co.nz

What do I do if I misplace a rent statement?

You can make contact with admin@rented.co.nz who can arrange for a replacement statement to be sent to you.

What happens to any mail that comes addressed to me at the property?

We ask the tenants to forward to us any mail addressed to you, however, they are not always as diligent with this as we would like.

It is strongly recommended that you request New Zealand Post to redirect your mail to you.

If I want to sell my property, can Rented Property Management help?

Yes, we have relationships with real estate sales team to service the needs of our property management clients.

For information on how we can help you sell your property or assist you in buying another property, contact your personal Licensee Property Manager.



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