



**GREY
POWER**

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Submission on the Residential Tenancies Bill October 2018

Kapiti Coast Grey Power Association (KCGP) is a member of Grey Power NZ Federation. Its membership resides within the boundaries of the Kapiti Coast District Council. It has 3142 members.

Kapiti Distract has the second highest percentage of over 65-year olds (26.7%) after Thames –Coromandel. As result of the GFC, family break-ups and other issues a number rent their accommodation and tenancy issues that some face are of concern to the Association which welcomes the opportunity to make this submission.

General

2.1.4 Notice to vacate on sale

Under current market conditions the tenant may find it difficult to find alternative accommodation especially older persons seeking single or two bedroom housing. A longer notice period of 90 days should be the norm

2.1.5 Yes while the loss of a rental property from the market is to be regretted, the owner must be able to legitimately use his own property. It could be that the owner is renting out the property while raising funds to meet his/her original purpose for purchasing it. Such a requirement as that suggested may result in the reduction in the number of rental properties

2.1.6 No In the current market the effect on the tenant could be devastating as it is possible that the tenant will have difficulty finding alternative accommodation and it could result in a higher rental being required

2.1.7 Notice of termination , Yes, the landlord should not be able to get vacant possession just in order to increase the rent in a manner that would attract an appeal.

2.1.8 Penalty.

Yes, otherwise the law has no teeth. \$2000 roughly equates to \$40 pw

2.1.9 Tenants notice

In the current market 21 days seems reasonable.

2.1.10 NA

2.1.11 NA

2.1.12 No cause termination

The list appears to be comprehensive and would give the tenant security.

KCGP suggests that there are other issues that might arise for termination such as an order by a council or a health inspector, to vacate the premises.

2.1.13 and 2.1.14 NA

2.1.15 KCGP has no reason to believe that this would occur.

2.1.16 N A

2.1.17 Extension to fixed term tenancies in KCGP's experience commercial tenancies have such a provision and we cannot see why residential tenancies should not have the same conditions.

2.1.18 Minimum period: KCGP can see that this will create difficulties especially with the older population some of whom may have to move because of health issues.

2.1.9 No comment

2.1.20 open ended tenancies Personal or business circumstances of both the landlord and the tenant may change quite suddenly so an open-ended tenancy with a 90 day termination clause gives both parties the opportunity to adjust.

Tenant Responsibilities.

2.2.1 KCGP is aware of a case where sewage was leaking from a broken connection under a house but the landlord refused to do anything about it and threatened to sell the house. The tenant was not in a position to move so put up with the situation.

2.2.2 KCGP would expect a tenant in a periodic tenancy to keep the property in the same condition as it was when they entered it and obey the rules laid down by the landlord

2.2.3 There will always be differing views on what clean and tidy mean by various tenants and the landlord. In some cases, there would be no meeting of minds. The question implies that the tenant is not responsible for land associated with the rental KCGP believes that the tenant should be responsible for maintaining a reasonable level of tidiness. A way to encourage a tenant to treat a property well could be a rental discount or a rent to buy situation. Tidy up the surrounds at the tenant's cost if this is not done.

2.2.12 Landlords should expect a reasonable level of care, and in a long term contract should be responsible for upgrading fittings at the end of their useful lives.

2.2.13 In KCGP's view such a provision would be unenforceable.

2.3.12 NA

2.3.3 Yes In an ideal world where a tenant has choice such fittings may dissuade them from entering into a contract.

2.3.4 Yes, but rather than a penalty (which may not meet the cost) the cost should be recoverable

23.3.5 It would be reasonable to do work to ensure health and safety but the landlord should be given the opportunity to agree

2.3.6 Yes

2.3.7 It is hard to imagine what work tenant would want to do but if they wanted to add a conservatory then yes it would be reasonable for the landlord to require a tradesman do the work.

2.3.8/9/10 No comment

2.4.5/6/7 KCGP believes that older persons should be able to keep handbag companion pets to overcome the problems of isolation. Larger dogs can cause severe damage to carpets and wall linings.

Rent

3.1.2 KCGP is opposed to rental bidding which generally occurs when there is a shortage of properties and really is a way of inflating the rent.

3.2.1 unable to respond to this question

3.2.2 Yes. KCGP suggests a percentage be established as an upper limit. The Salvation Army probably has research which could offer a figure.

3.2.2 KCGP suggests that the only increase in costs which is not factored into the original rental figure is an increase in rates and this occurs annually. Changing market values during a year can mean a loss of return to the property owner but we believe a 12 month review is reasonable.

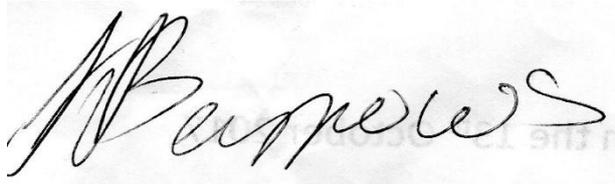
3.3.2 Yes, See above.

3.3.3 Yes,. KCGP is aware of a case where after 15 years of steady increases rent was increased from \$370 pw to \$420 pw. This tenant had removed vines from the house and created a garden that anyone would be proud of. This tenant could have been protected if the suggested requirement was in place. The Act could contain examples of formulas for rent increases.

Boarding Houses

This has proved to be a difficult situation in Kapiti.

There was a substandard boarding house which provided accommodation for the mentally disabled. If reasonable conditions had been enforced then the occupants would have been homeless.

A handwritten signature in black ink, appearing to read 'Kevin Burrows', is written over a light grey background. The signature is cursive and somewhat stylized.

Kevin Burrows

President

Kapiti Coast Grey Power