



PROPERTY INFORMATION PACK

FAIRFIELD
5 Old Brighton Road



FAIRFIELD 5 Old Brighton Road



ASKING PRICE

Visit nidd.co.nz for detail

LAND AREA

Unit L and Accessory Unit L1 & L2 DP 22653D

BUILDING AREA

Approximately 100sqm

OUTGOINGS

Council Rates \$2381.88pa

C.V.

\$425,000

LEGAL DESCRIPTION

OT14D/672 Stratum in Freehold



Kirsty Coulter

Property Consultant

MOBILE 027 311 4445

DIRECT 425 9943

EMAIL kirsty.coulter@nidd.co.nz

WEB nidd.co.nz

Gold Achiever



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
UNIT TITLE
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier OT14D/672
Land Registration District Otago
Date Issued 30 November 1992

Prior References
OT14C/720

Supplementary Record Sheet
OT14C/1109

Estate Stratum in Freehold
Legal Description Unit L and Accessory Unit L1 and L2
Deposited Plan 22653D

Registered Owners
Robert John Todd and Anne-Marie Todd

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet

Identifier

OT14D/672



**SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972**

Search Copy

Identifier

OT14C/1109

Land Registration District

Otago

Date Issued

13 August 1991

Plan Number

DP 22653

Subdivision of

Part Lot 17 Block VI Deposited Plan 706 and Lot 5 Block VI Deposited Plan 706 and Lot 16 Block VI Deposited Plan 706 and Lot 7 Block VI Deposited Plan 706 and Part Lot 9 Block VI Deposited Plan 706 and Part Lot 15 Block VI Deposited Plan 706 and Lot 6 Block VI Deposited Plan 706 and Lot 8 Block VI Deposited Plan 706

Prior References

OT14C/720

Unit Titles Issued

282393

282394

282395

282396

OT14C/1108

OT14D/161

OT14D/671

OT14D/672

OT15C/1198

OT15C/1199

OT16A/103

OT16A/104

OT16A/105

OT16A/98

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

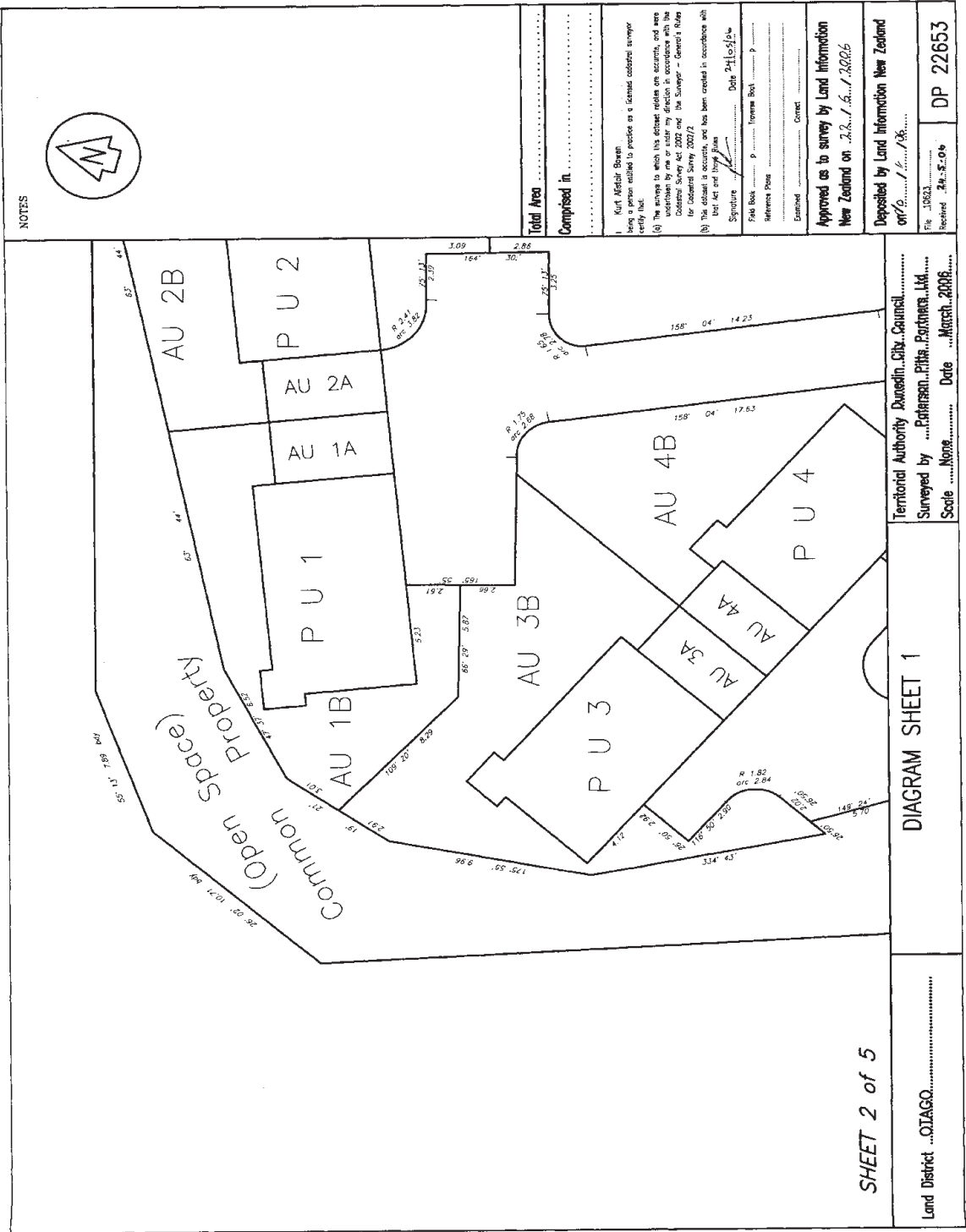
(a) the body corporate owns the common property and

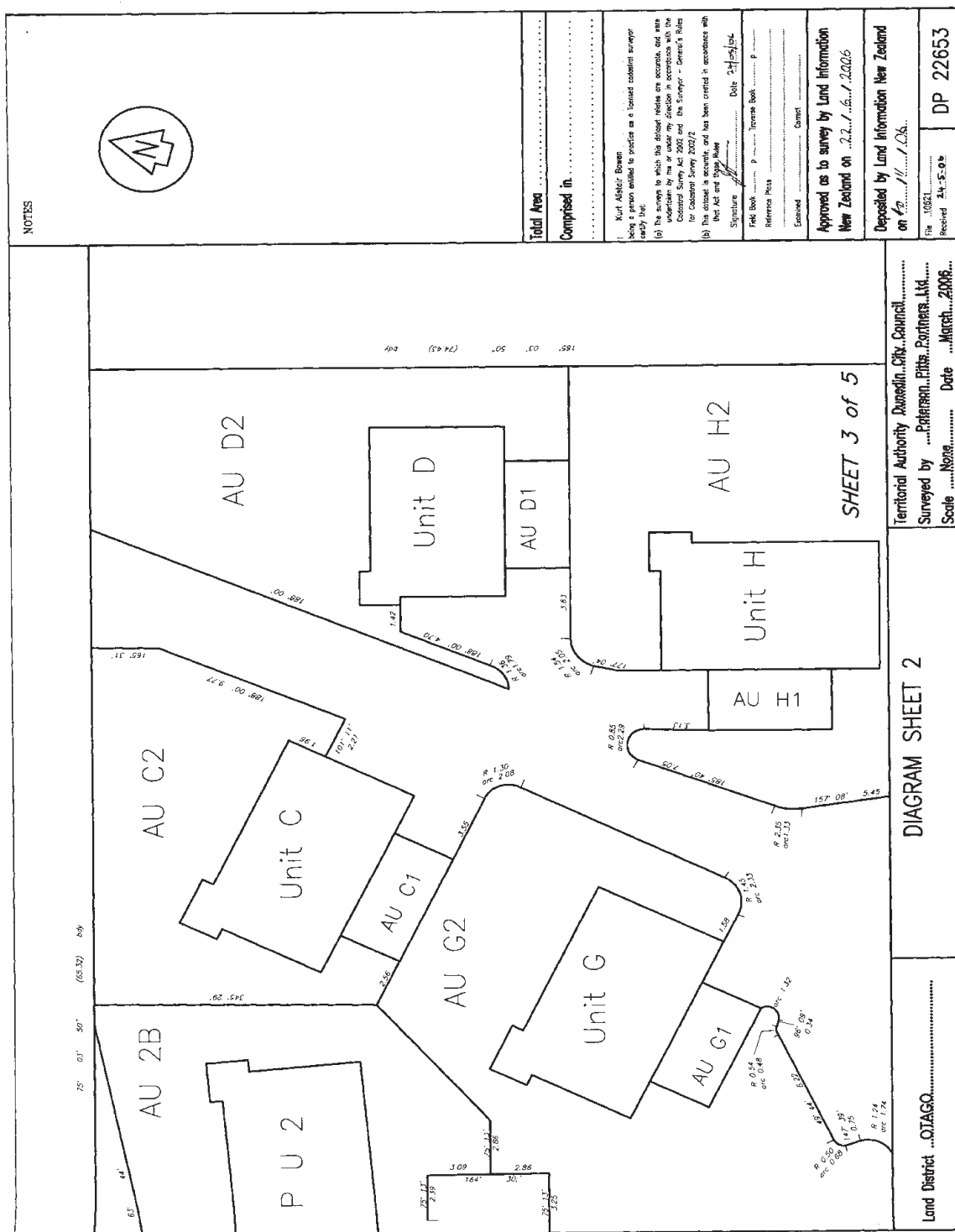
(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

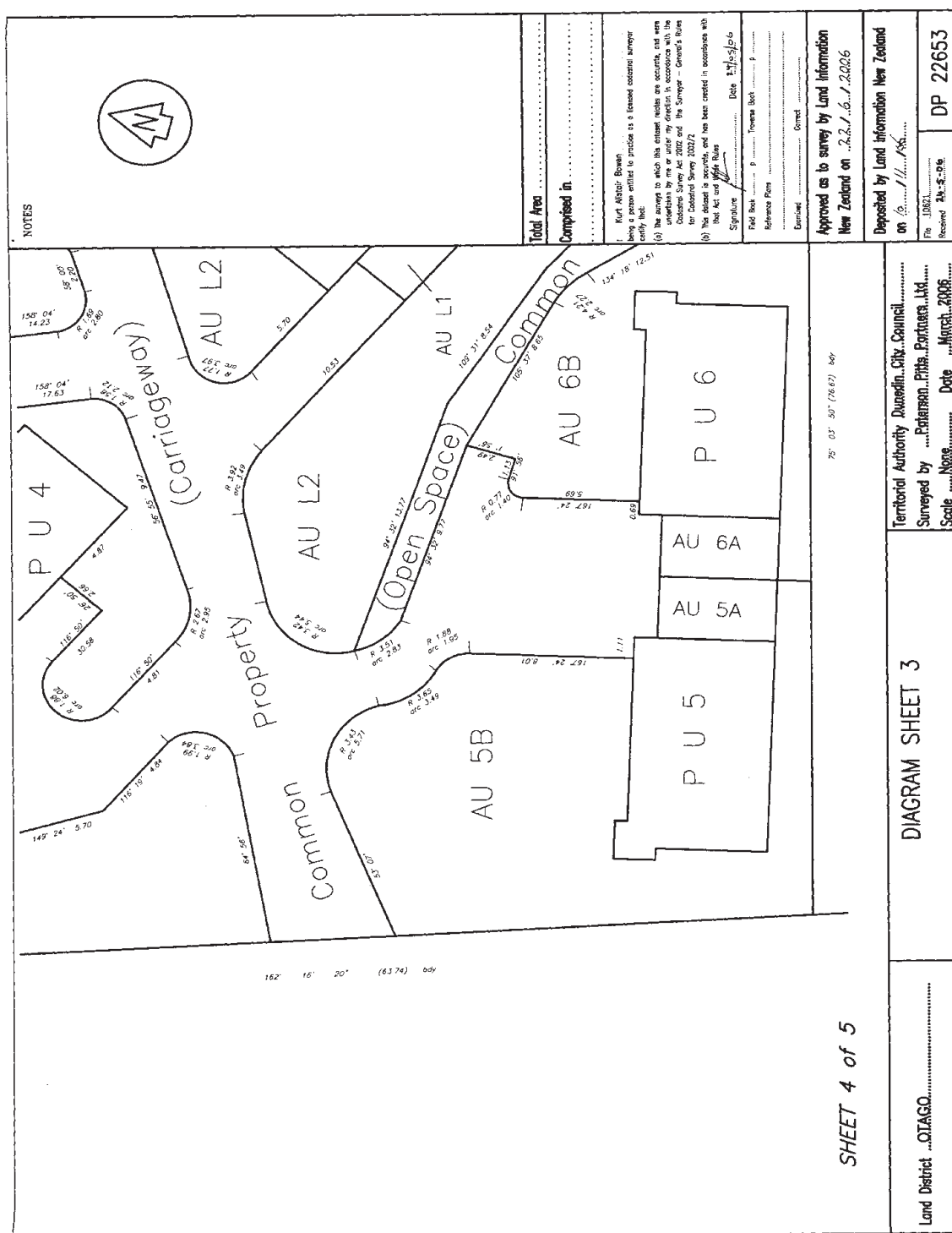
The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

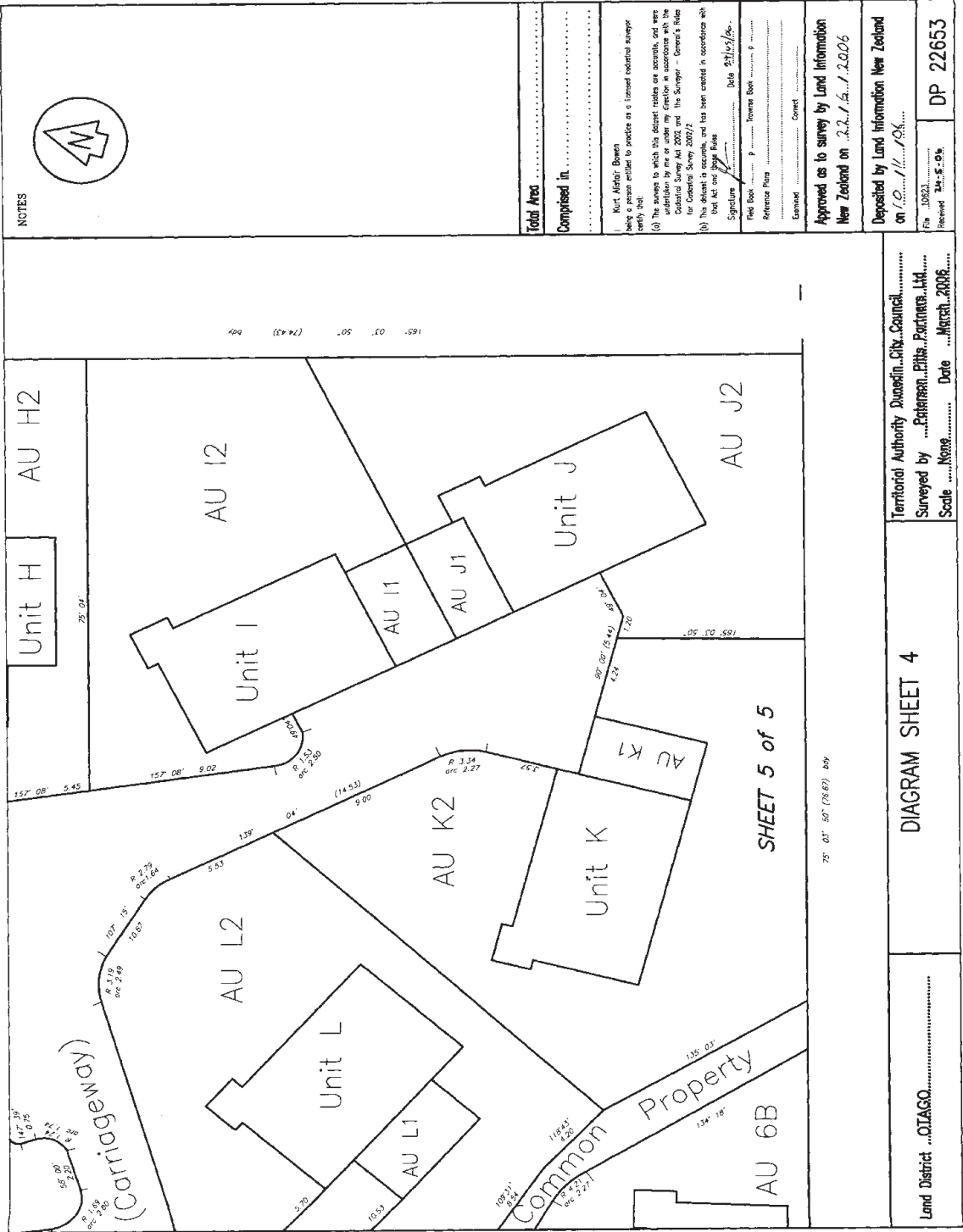
844012 Change of address of the Body Corporate - 3.12.1993 at 10.52 am













SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier OT14C/1109
Land Registration District Otago
Date Issued 13 August 1991
Plan Number DP 22653

Subdivision of

Part Lot 17 Block VI Deposited Plan 706 and Lot 5 Block VI Deposited Plan 706 and Lot 16 Block VI Deposited Plan 706 and Lot 7 Block VI Deposited Plan 706 and Part Lot 9 Block VI Deposited Plan 706 and Part Lot 15 Block VI Deposited Plan 706 and Lot 6 Block VI Deposited Plan 706 and Lot 8 Block VI Deposited Plan 706

Prior References

OT14C/720

Unit Titles Issued

282393	282394	282395	282396
OT14C/1108	OT14D/161	OT14D/671	OT14D/672
OT15C/1198	OT15C/1199	OT16A/103	OT16A/104
OT16A/105	OT16A/98		

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

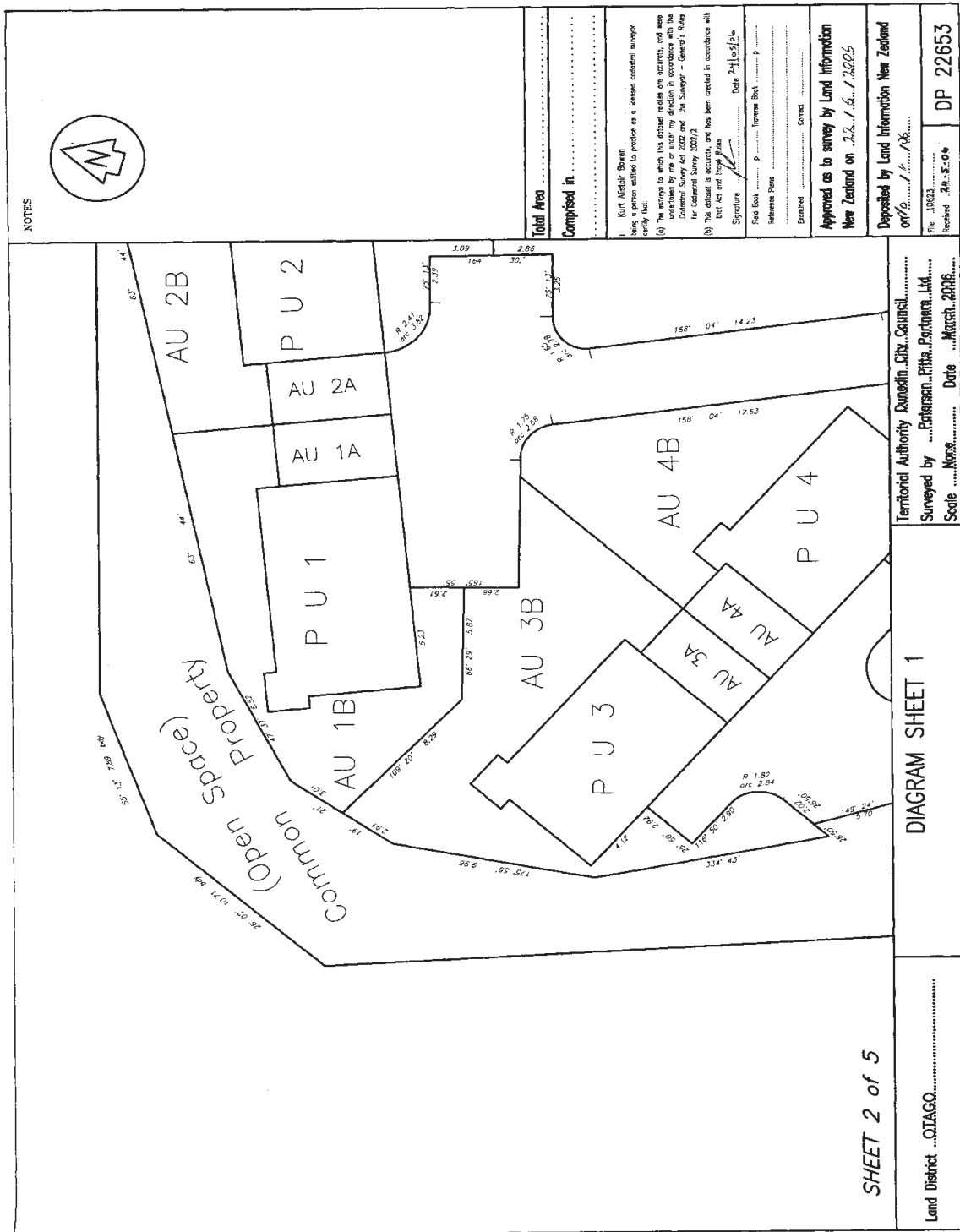
(a) the body corporate owns the common property and

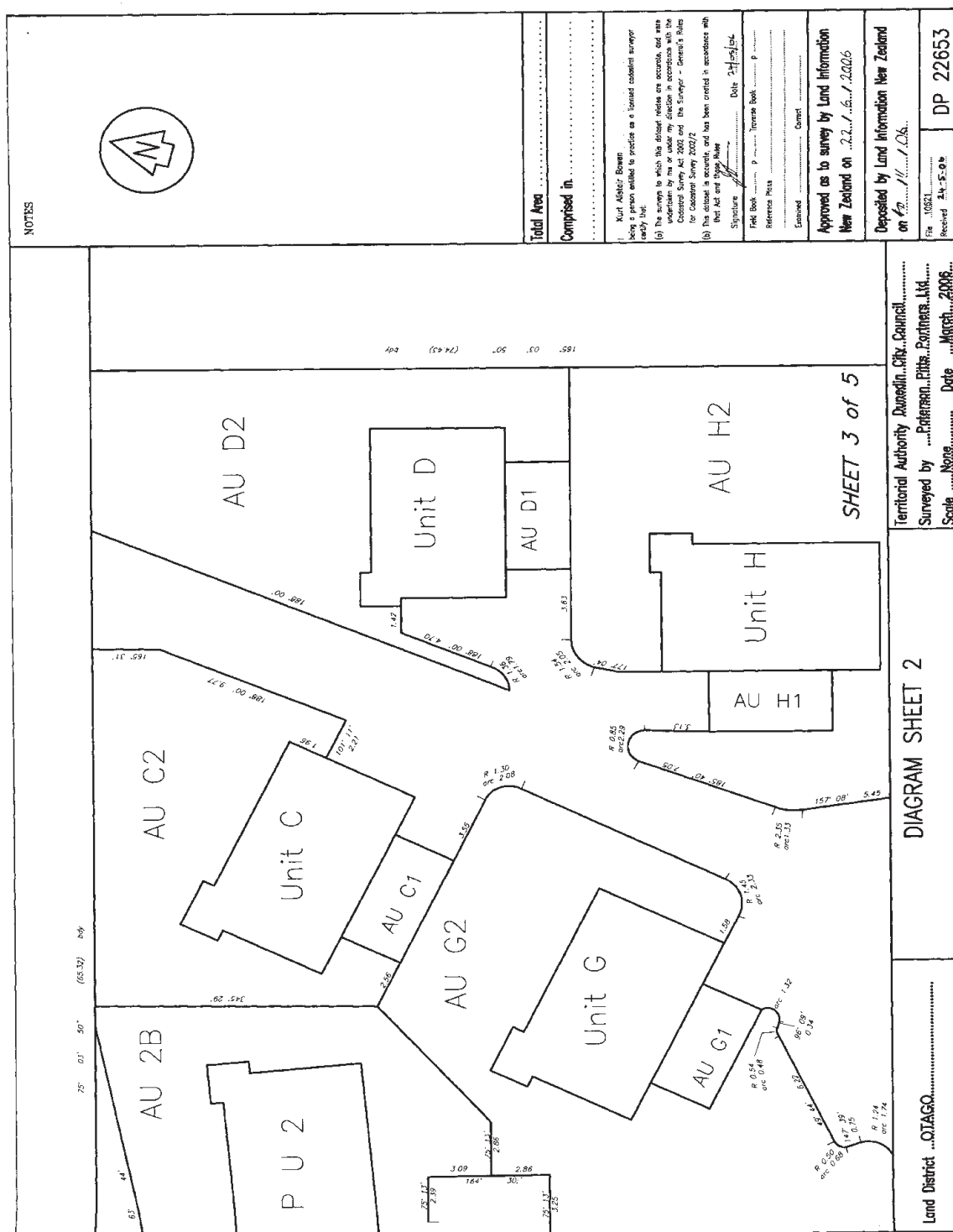
(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

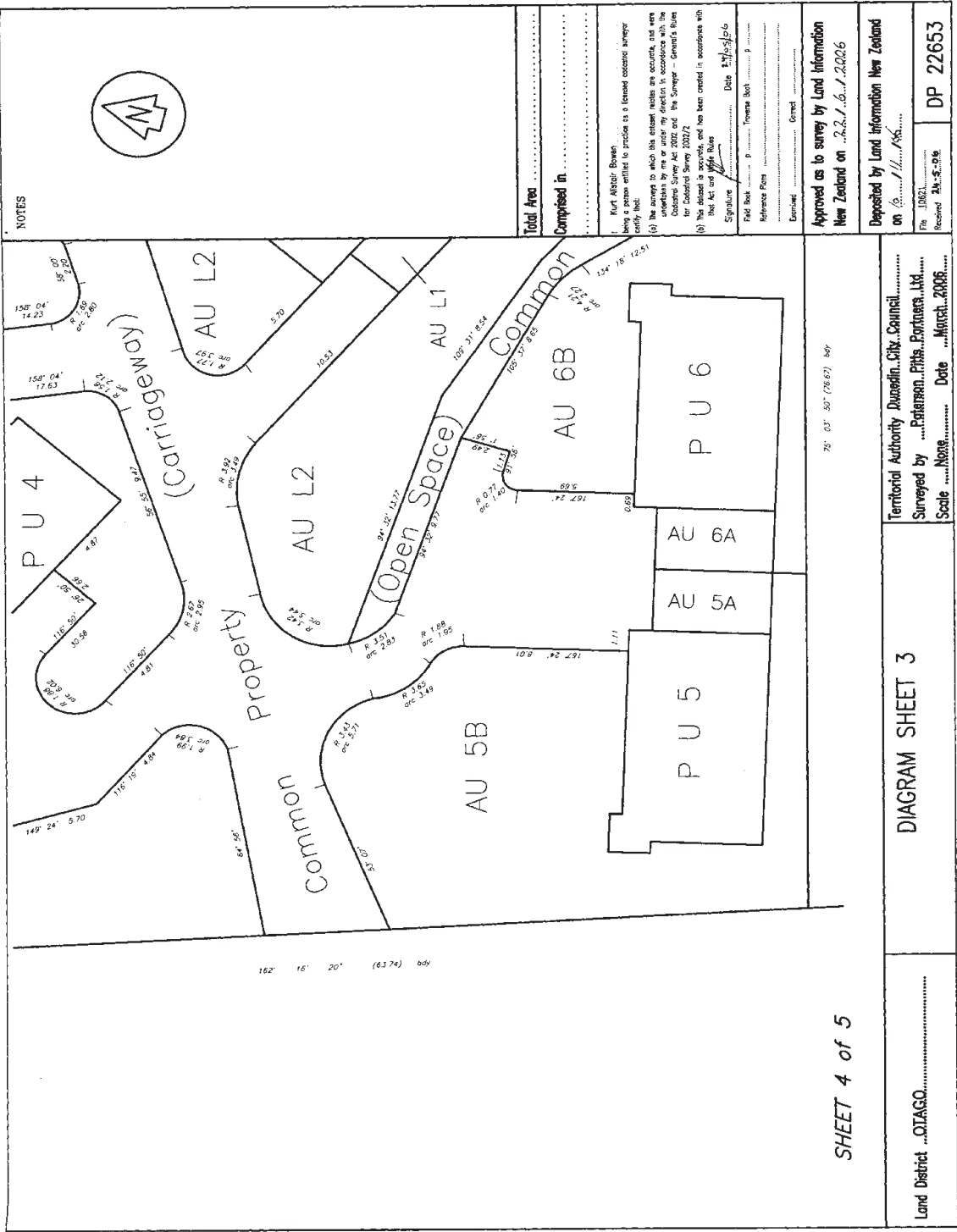
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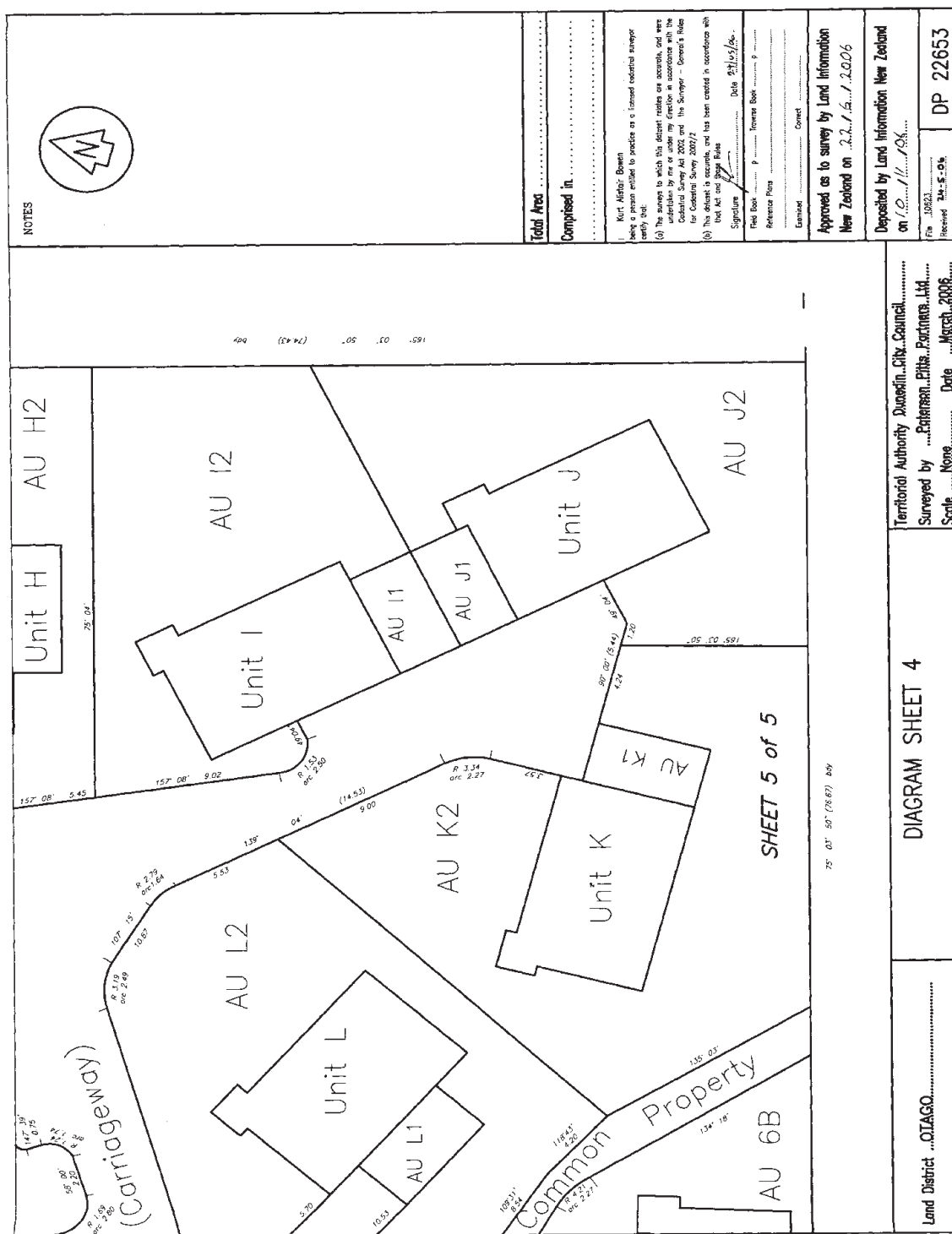
844012 Change of address of the Body Corporate - 3.12.1993 at 10.52 am











NOTES



Total Area
Comprised in

Kurt Ashby Bowen
being a person entitled to practice as a licensed cadastral surveyor

(a) The surveys to which this deposit relates are accurate, and were supervised by me or done under my direction in accordance with the provisions of the Land Act 2010 and the Survey Act 2012.

(b) This deposit is accurate, and has been created in accordance with the Land Act and the Survey Act 2012.

Signature Date 23/05/16

Field Book Towns Book

Reference Plans

Examined Correct

Approved as to survey by Land Information New Zealand on 22/12/2006

Deposited by Land Information New Zealand on 10/1/16

File 10821 Received 24-5-06

DP 22653

Territorial Authority Dunedin City Council
Surveyed by Paterson Pits Partners Ltd
Scale None Date March 2006

DIAGRAM SHEET 4

Land District OTAGO

This Property Information has been supplied by the DCC. Nidd Realty cannot warrant the content or completeness of this document. We have used our best endeavours to provide complete documentation and correct information.

Potential purchasers should not be confined to the material herein and should always undertake their own due diligence on all aspects of the property.

PROPERTY DETAILS

Property Key	5068388
Print Date	01/10/2020 11:35 AM
Address	5 Old Brighton Road Fairfield
Property Type	Flats/Units
Property Name	
Legal Description	UNIT L DP 22653 on LOT 5 BLK VI DP 706, LOT 6 BLK VI DP 706, LOT 7 BLK VI DP 706 on LOT 8 BLK VI DP 706 on PT LOT 9 BLK VI DP 706 on PT LOT 15 BLK VI DP 706 on LOT 16 BLK VI DP 706 on PT LOT 17 BLK VI DP 706

BUILDING PERMITS/CONSENTS
Pre-1992 Historical Records (No CCC Required)
Drainage Permit
Details

AAD19912794 M618 - Subdivision Drainage, (Kuriwao Holdings)

Number	Type	Status	Started
H-1991-231781 (AAD19912794)	Drainage Permit	Historical Record	07/10/1991

Building Consent
Details

Permit - Erect Dwelling (Kuriwhao Holdings Limited)

Number		Status	Started
ABA-1992-317015 (ABA921876)		Historical Record	29/09/1992
PIM	BC	ICC	CCC
	21/10/1992		

Details

Permit - Plumbing and Drainage

Number		Status	Started
ABA-1992-318059 (ABA922941)		Historical Record	25/11/1992
PIM	BC	ICC	CCC

02/12/1992

PROPERTY ANALYSIS

Analysis Group	Reference	Apply Date
Watercourse Through Section		22/09/2010

Details

Property note:

WC Watercourse through section

NOTE: The Property Analysis section is additional information recorded in the computer system for your property. Full details of items can be obtained by requesting a Land Information Memorandum or Land Information Report from the Council Information Management Unit.

DISCLAIMER

The information in this report is provided in accordance with Sections 216 and 217 of the Building Act 2004.

No person should rely on this information without seeking appropriate, independent and professional advice.

Every care has been taken to ensure that the information supplied is accurate however Council does not give any guarantees, undertakings or warranties concerning the accuracy, completeness or up-to-date nature of the information provided and disclaims all liability whatsoever for any error, inaccuracy, irrelevance or incompleteness of the information.

The information provided does not constitute a Land Information Memorandum (LIM).

DEFINITION OF "STATUS" OF BUILDING CONSENTS

CCC REFUSED/ARCHIVED CONSENTS: In accordance with section 93(2)(b) of the Building Act, the consent was reviewed for code compliance after two years. Compliance with the Building Code could not be established and therefore the Code Compliance Certificate has been refused.

LAPSED CONSENTS: Section 52 of the Building Act 2004 requires that a building consent shall lapse and be of no further effect if work has not commenced within 12 months after the date of issue, or any further period allowed by the Building Consent Authority.

The application will be given a status of LAPSED if no extension of time to this period is applied for. This means that a new consent will be required if the work were to take place in the future.

NOTE: This is NOT a comprehensive list of all building consent statuses.

DEFINITION OF "ABBREVIATIONS"

Pim = Project Information Memorandum
BC = Building Consent
ICC = Interim Code Compliance Certificate
CCC = Code Compliance Certificate
CER = Certifier
COA = Certificate of Acceptance
NTF = Notice to Fix
AMD = Amendment to a Building Consent



MWD BM 36
RL 150.113
Otago Datum
Level Origin

LAND DISTRICT OTAGO
SURVEY BLK. & DIST. Green Island West
NZMS 261 SHT I 44 RECORD MAP No 559

Units A to N (inclusive) on Pt Lots
9, 15, 17 and Lots 5-8 & 16 Blk VI DP 706

TERRITORIAL AUTHORITY DUNEDIN CITY
Surveyed by Paterson Pitts Partners Ltd.
Scale 1:300 Date September 1991

PROPOSED UNIT
DEVELOPMENT PLAN 92/1876

Approvals

A separate application to the Dunedin City Council for plumbing and/or drainage work is required. Such work shall comply fully with the Plumbers, Gasfitters and Drainlayers Act, 1976, Plumbers, Gasfitters and Drainlayers Regulations 1977, Drainage and Plumbing Regulations, 1978.

Final Drainage to extension of foul
water for water sealed area to
water course

Inspector *[Signature]* Centre *[Signature]*

DUNEDIN CITY COUNCIL
Copy of Approved Plan
and/or Specification
TO BE RETAINED ON WORKS
AND PRODUCED ON REQUEST
OF BUILDING INSPECTOR.
DATE *4-10-92*
BUILDING INSPECTOR *[Signature]*

DUNEDIN CITY COUNCIL
Pursuant to the provisions of the District Scheme, these
plans and specifications are approved, provided that
no change shall be made to the details shown herein,
and contained in the specification attached hereto,
and subject to

18.1717
Zone *Res A (SP)* Signed *[Signature]*
Dated *11/10/92*

Total Area	5783 m ²
Comprised in	
I. ANTHONY DENYS HOSKEN	
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof	
Dated at this day	
of 19 Signature	
Field Book p	Traverse Book p
Reference Plans	
Examined	Correct
Approved as to Survey	
/ /	Chief Surveyor
Deposited this day of 19	
	District Land Registrar
File Received Instructions	

OFFICE COPY OF PLAN TO DCC

BATHROOM FITTING 3

SHOWER BASE 900x900 ENGELFIELD VALENCIA.
HAND SET AND SLIDE HMC.
SOAP DISH, SHAMPOO SHELF. JAECO ESPANA.
FOLDING SEAT, RETOTONE MOBILITY (CHCH) SMALL.
SHOWER SCREEN SIDE 1900x900 3 DIVISIONS SHOWERMUR.
DOOR 1900x900 2 800x1900 SLIDING PANELS
2 SIDED 1 PIECE SHOWER LINING TO MATCH BASE.

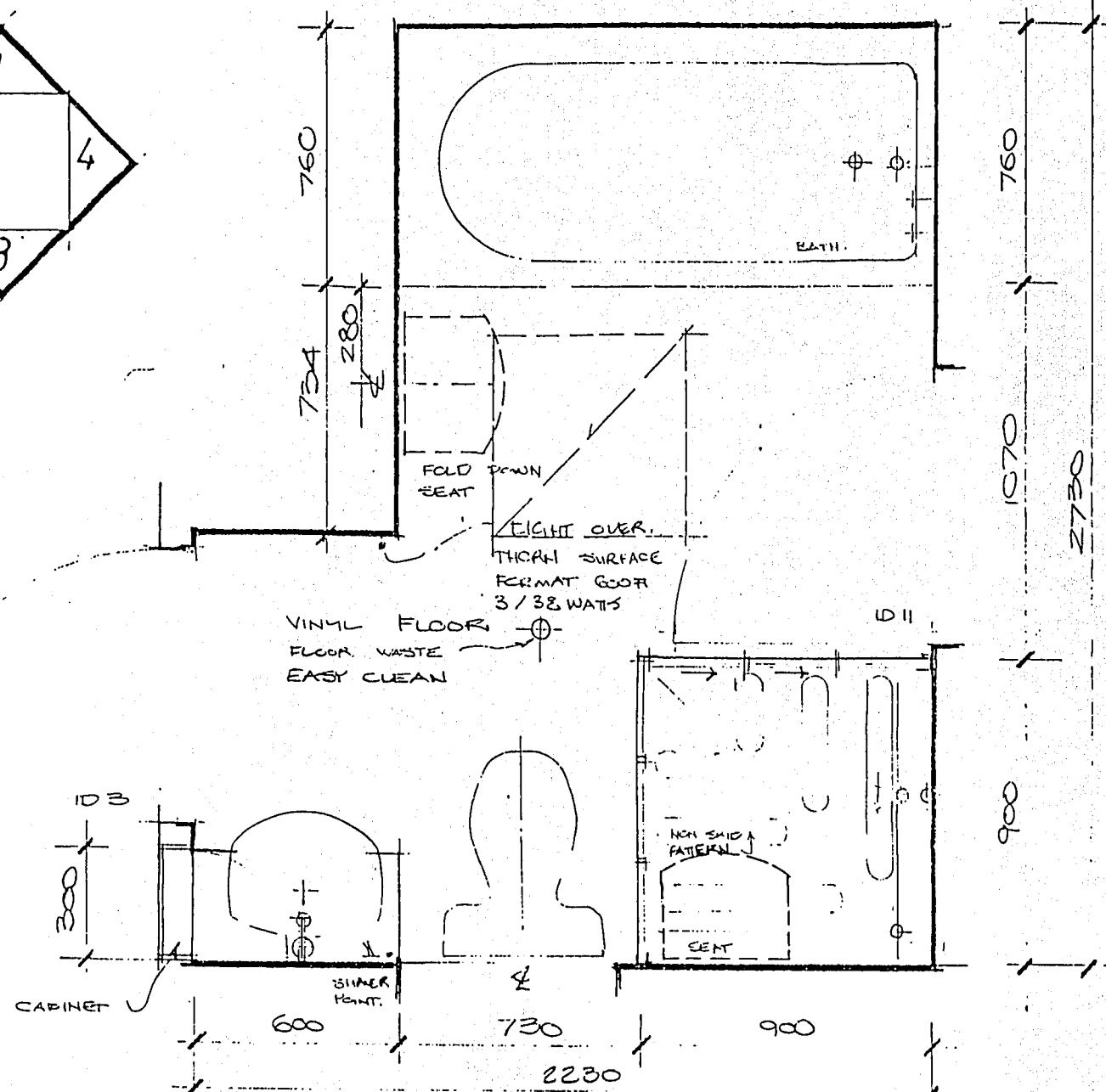
BATH DUG ENGELFIELD 1670x760
SPOUT + TAPS PACIFIC ANTIQUE ABF5
FOLDING SEAT RETOTONE MOBILITY (CHCH) SMALL
HANDRAIL. SS. ASSO KNURVED WINDOW 85x65
2500 252465 SS W VENTILATION
UNITS 1, 7-10.
90° 250 760x760 752111B

VANITY BASIN CAROMA PROFILE SEMI RECESSED
PACIFIC ANTIQUE TAPS ABFA AND SPENT ABFA
FORMICA FACED CABINET + UPSTANDS COOR 200x850 11

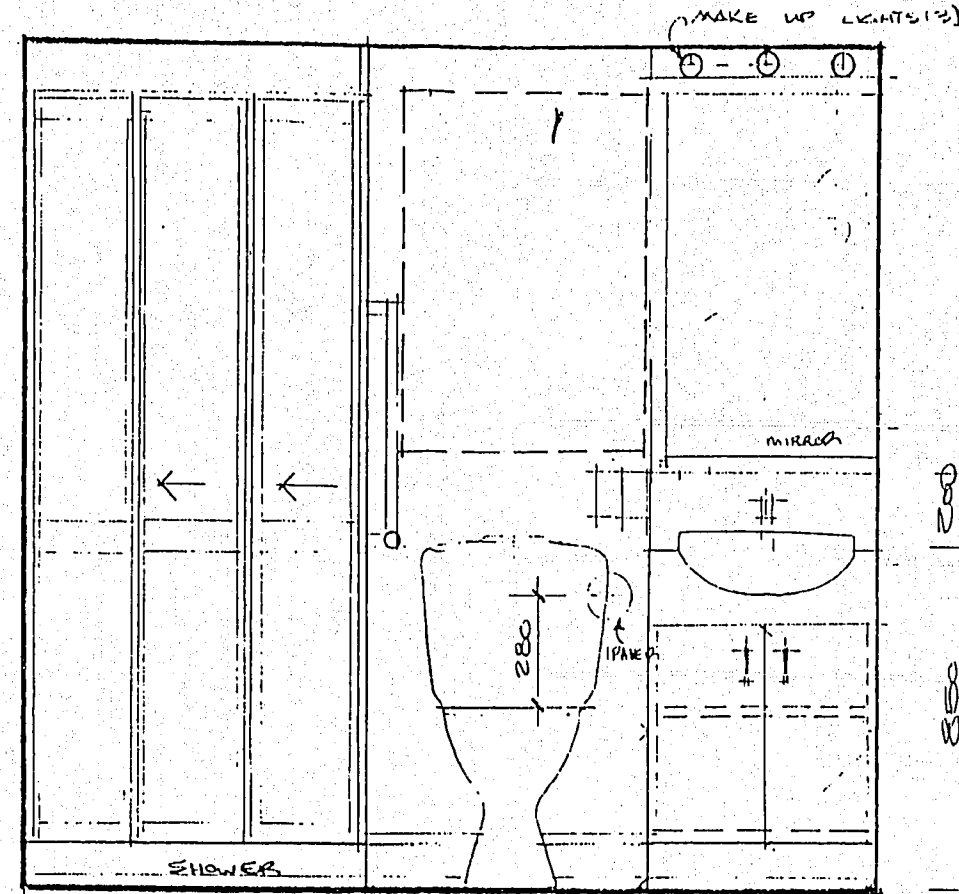
WC CAROMA LEDA VICEROY 57HAP
TOILET ROLL HOLDER. JAECO ESPANA.
18" HAND RAIL SS 250 KNURVED 305x305 752148

CLOTHES HOOKS D+W 1077
DOOR STOP D+W 1404

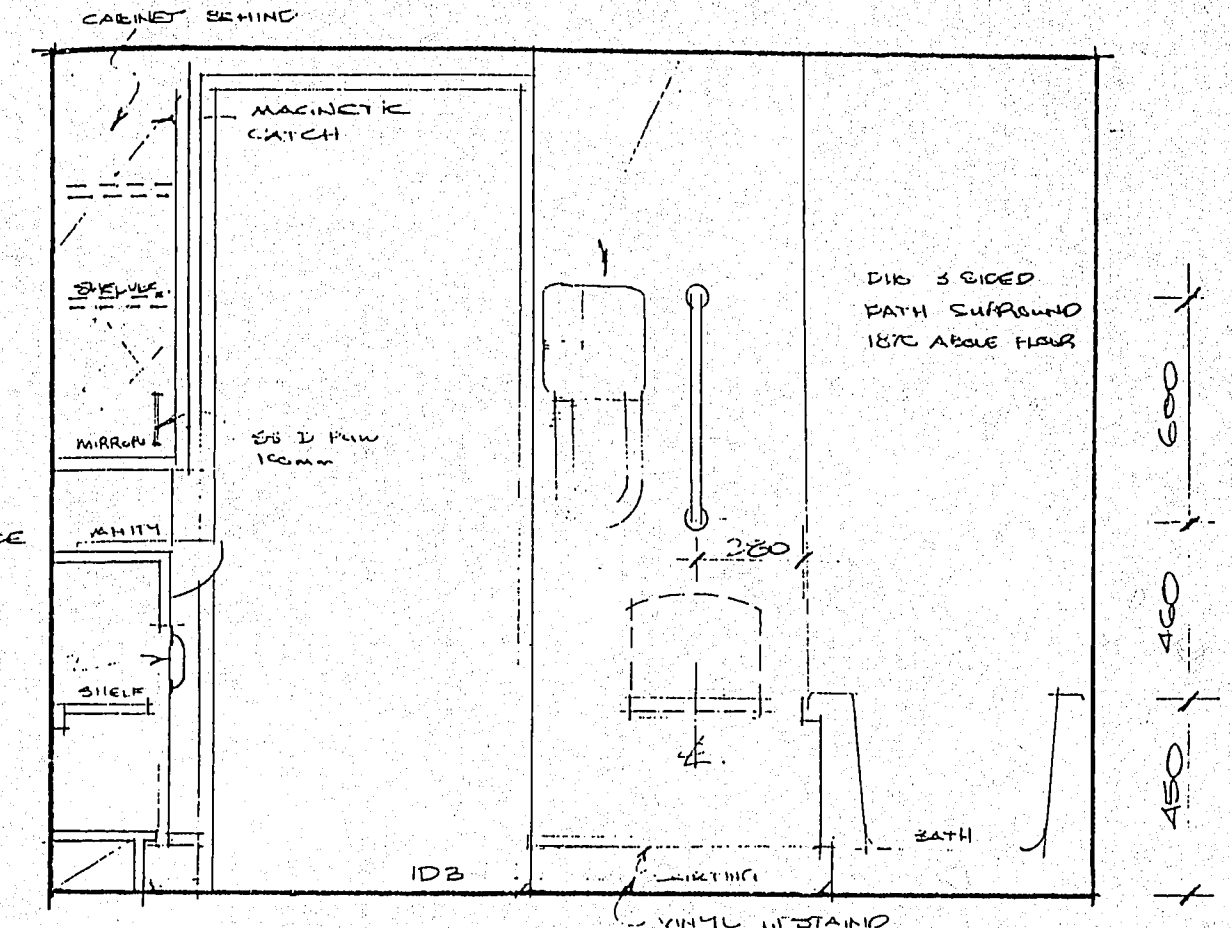
SCOPE TR ECU WAI HENTED TOWEL RAIL
SELECTED WALL MOUNT HAIR DRYER.



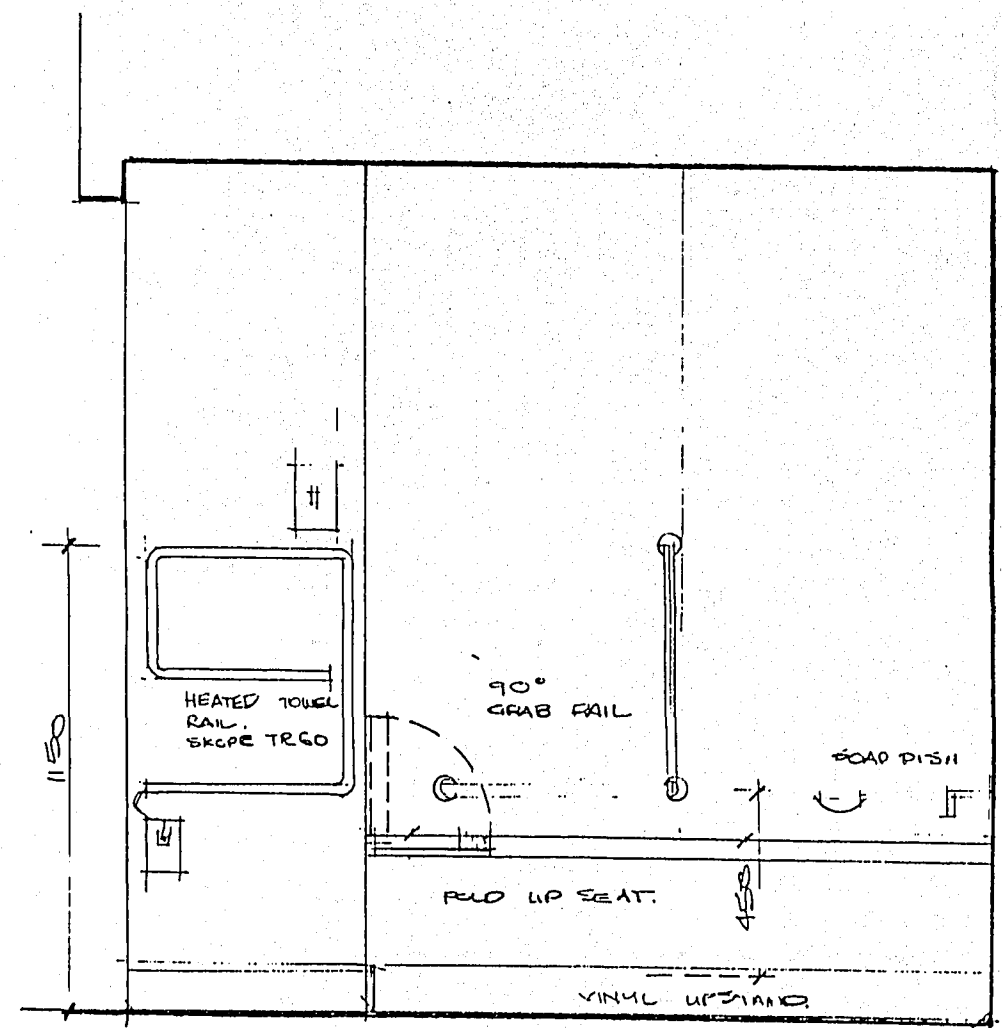
BATHROOM FLOOR PLAN 5.19.2



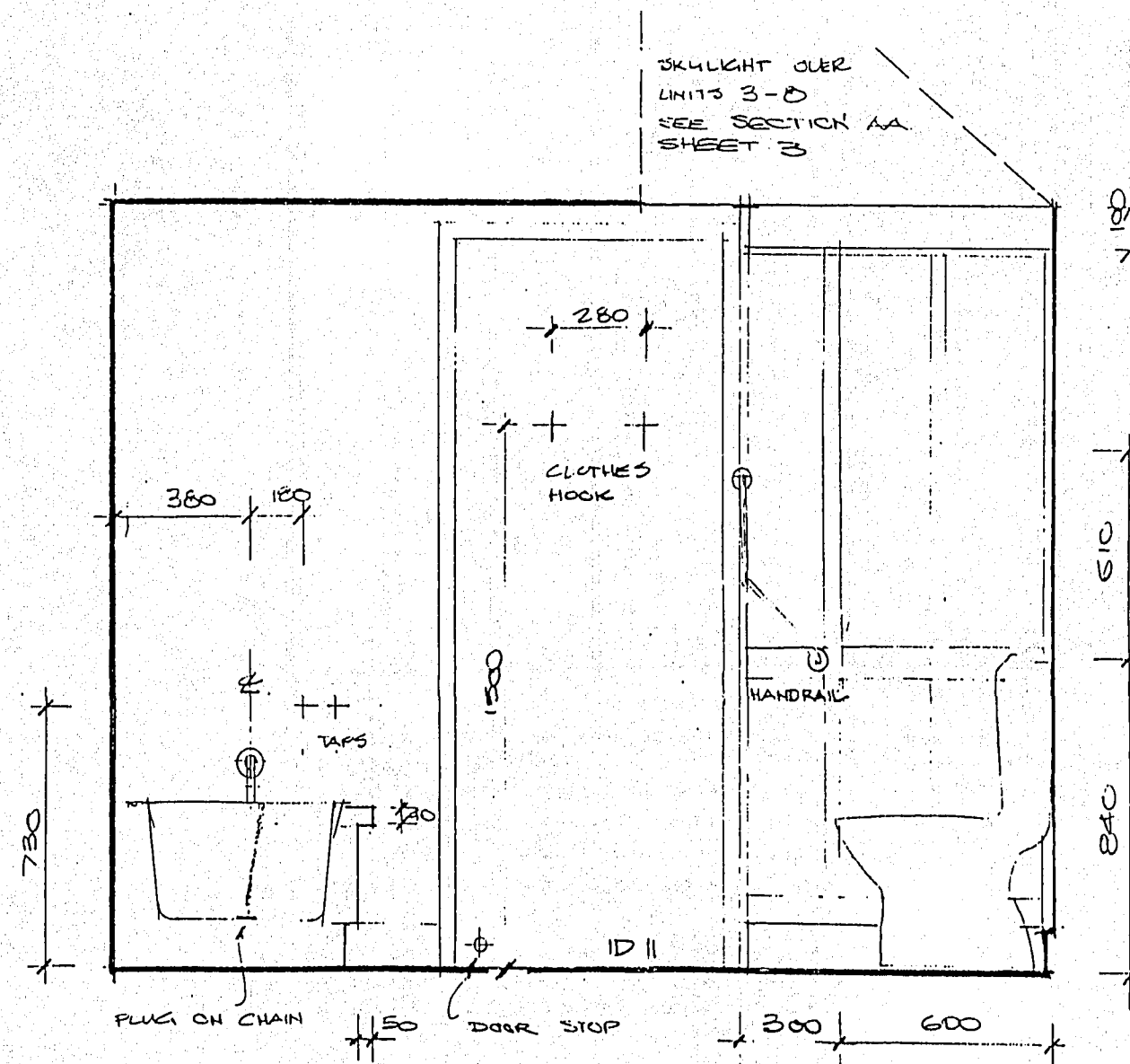
ELEVATION 3



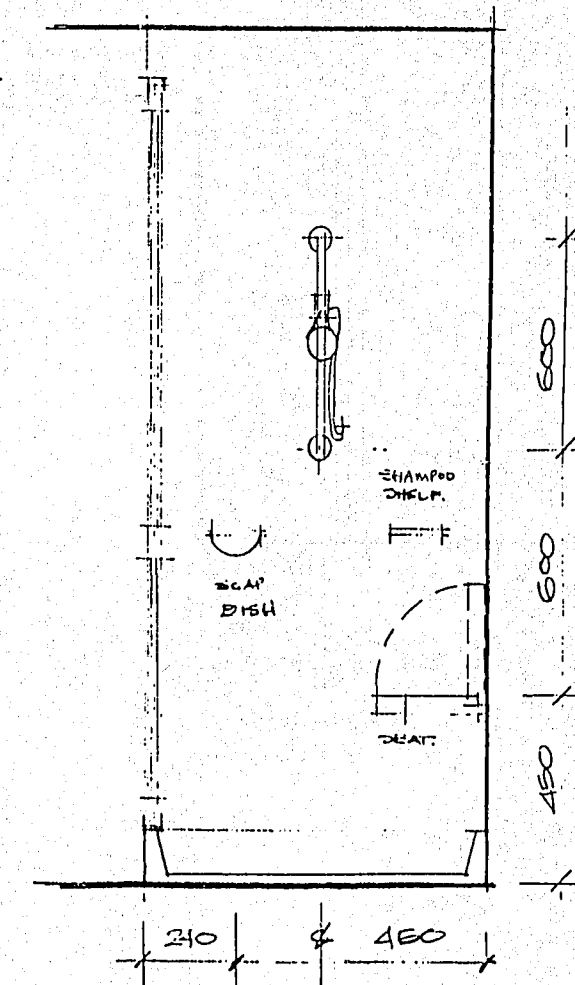
ELEVATION 2



ELEVATION 1
BATHROOM ELEVATIONS



ELEVATION 4



PROPOSED
DEVELOPMENT

FOR

KURIWHAO HOLDINGS
LTD

Cnr Main South Rd
&
Old Brighton Rd
FAIRFIELD

MARCH 1991

Scales 1:20 Checked.....
Drawn.....

Contractors shall check and verify all
dimensions, sizes and levels on site prior
to commencement of work. Do not scale
off drawings.
If in doubt - don't guess, please ask.

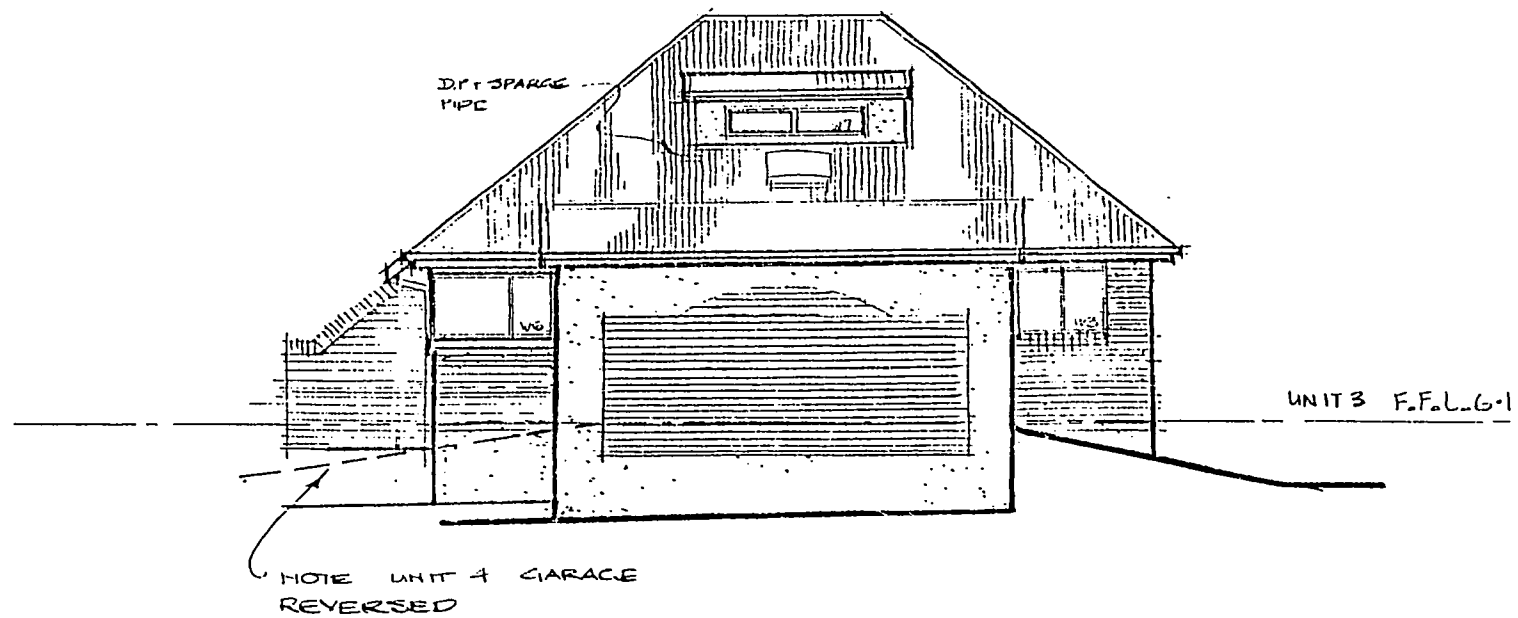
JOHN D'ANVERS
ARCHITECT

B.Arch. ANZIA
Registered Architect

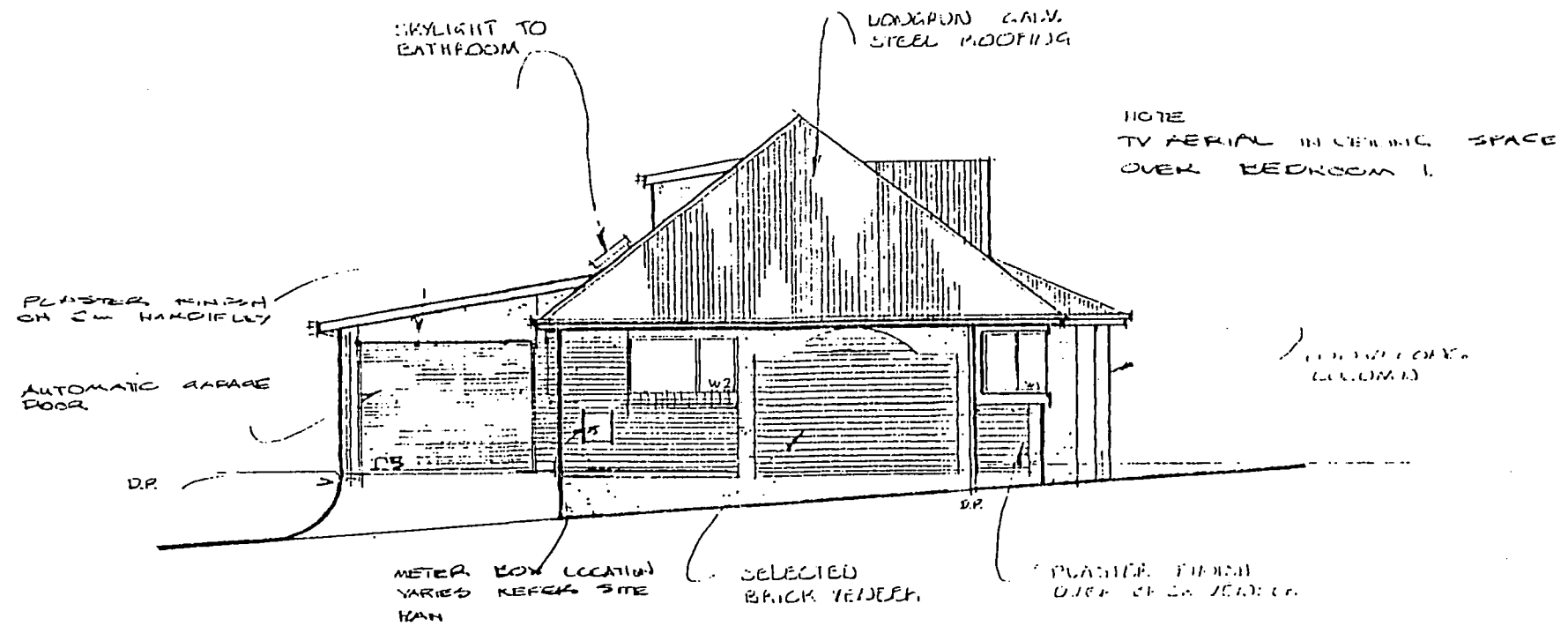
FAIRFIELD PARKLAND VILLAGE

SHEET 9 OF 10

Box 5107, Moray Place, DUNEDIN.
Phone 025 922 008

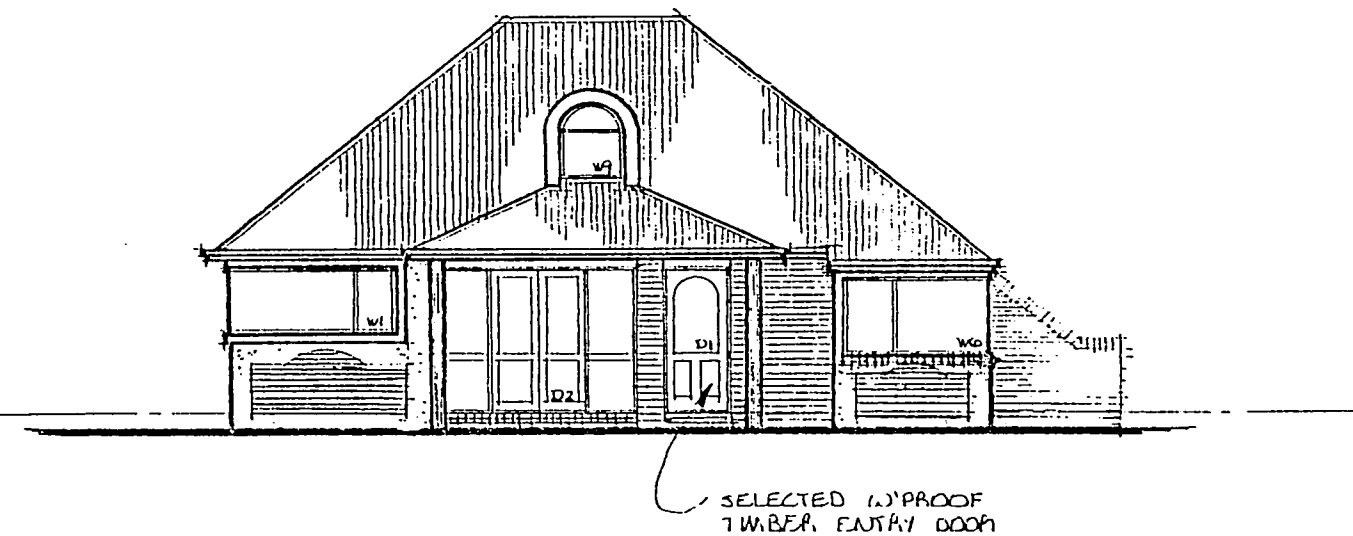


ELEVATION 1

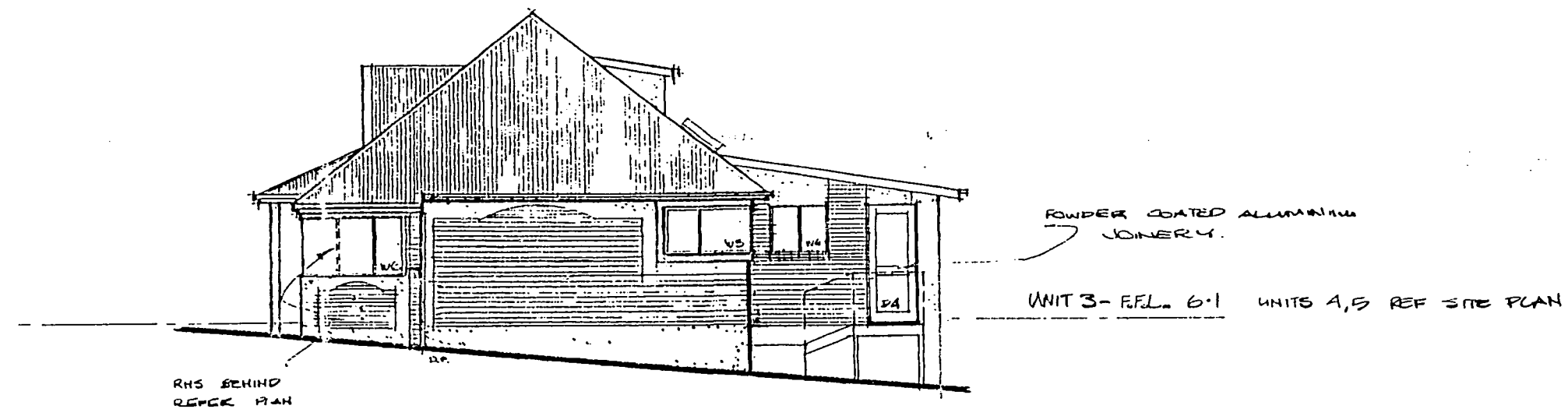


ELEVATION 2

ELEVATIONS 1:100



ELEVATION 3



ELEVATION 4

PROPOSED
DEVELOPMENT

FOR

KURIWHAO HOLDINGS
LTD

Cnr Main South Rd
&
Old Brighton Rd
FAIRFIELD

MARCH 1991

92/1876

Scales 1:100 Checked.....
Drawn.....

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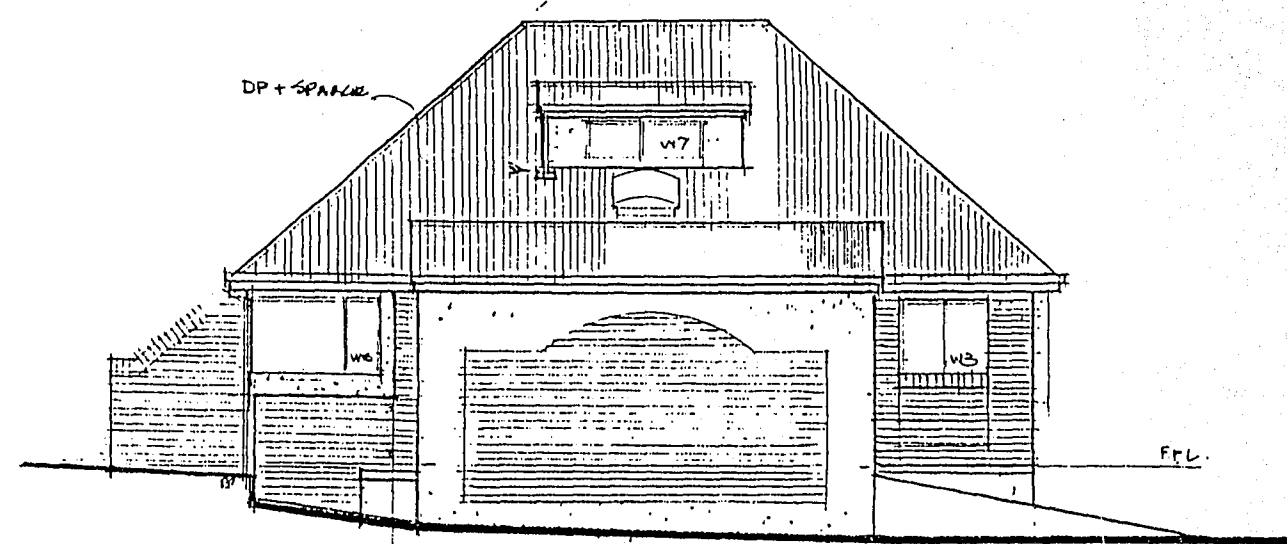
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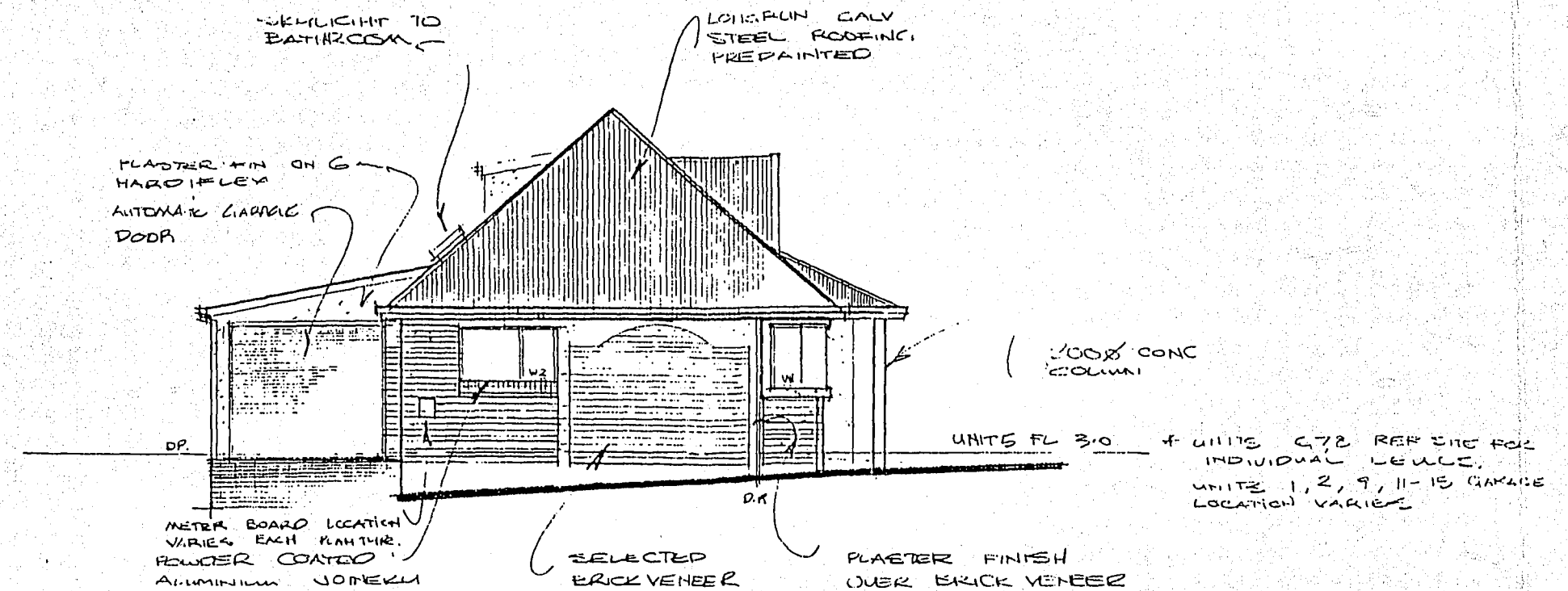
FAIRFIELD PARKLAND VILLAGE

SHEET 1 OF 10

Box 5137, Moray Place, DUNEDIN
Phone 025 271 133

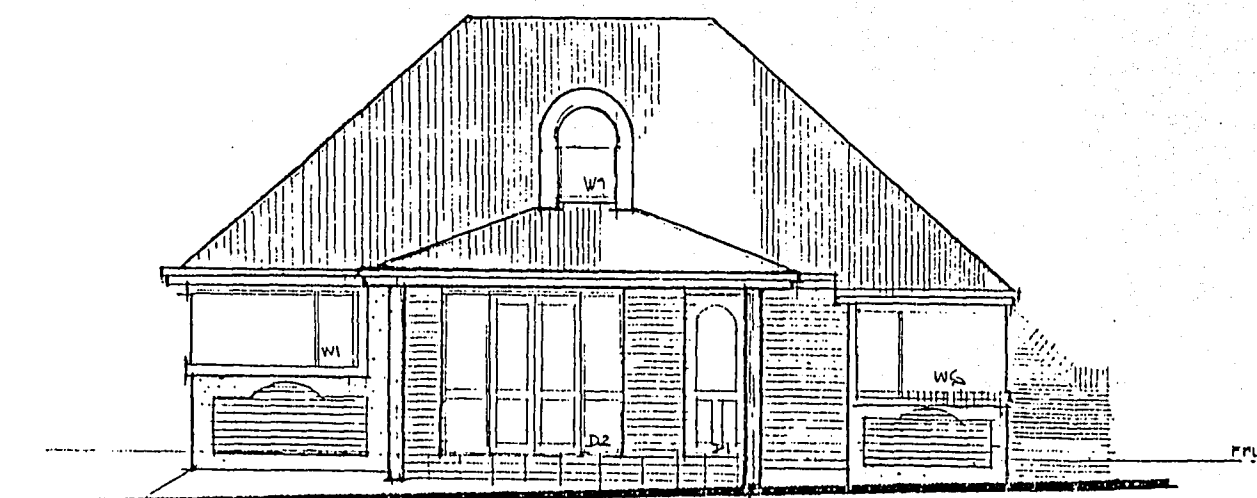


ELEVATIONS 1

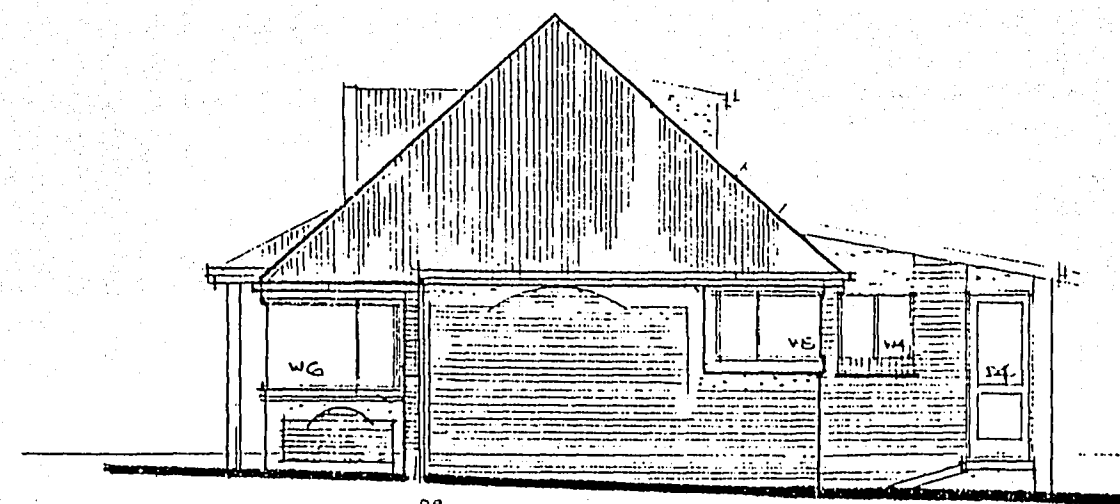


ELEVATIONS 2

ELEVATIONS 1:100



ELEVATIONS 3



ELEVATIONS 4

PROPOSED
DEVELOPMENT

FOR

KURIWHAO HOLD.
LTD

Cnr Main South R.
&
Old Brighton Rd
FAIRFIELD

MARCH 1991

Scales.....1:100..... Checked.....
Drawn.....J.D.A.N.V.....

Contractors shall check and verify
dimensions, sizes and levels on
to commencement of work. Do not
off drawings.
If in doubt - don't guess, please

JOHN D'ANVE
ARCHITECTS

B.Arch. ANZIA
Registered Architect

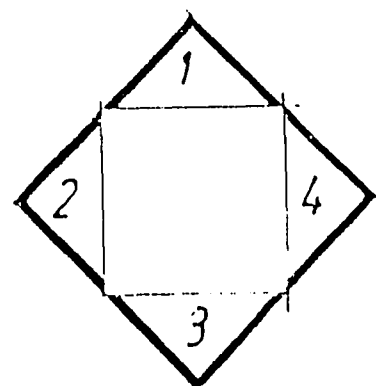
92/1876

FAIRFIELD PARKLAND VILLAGE

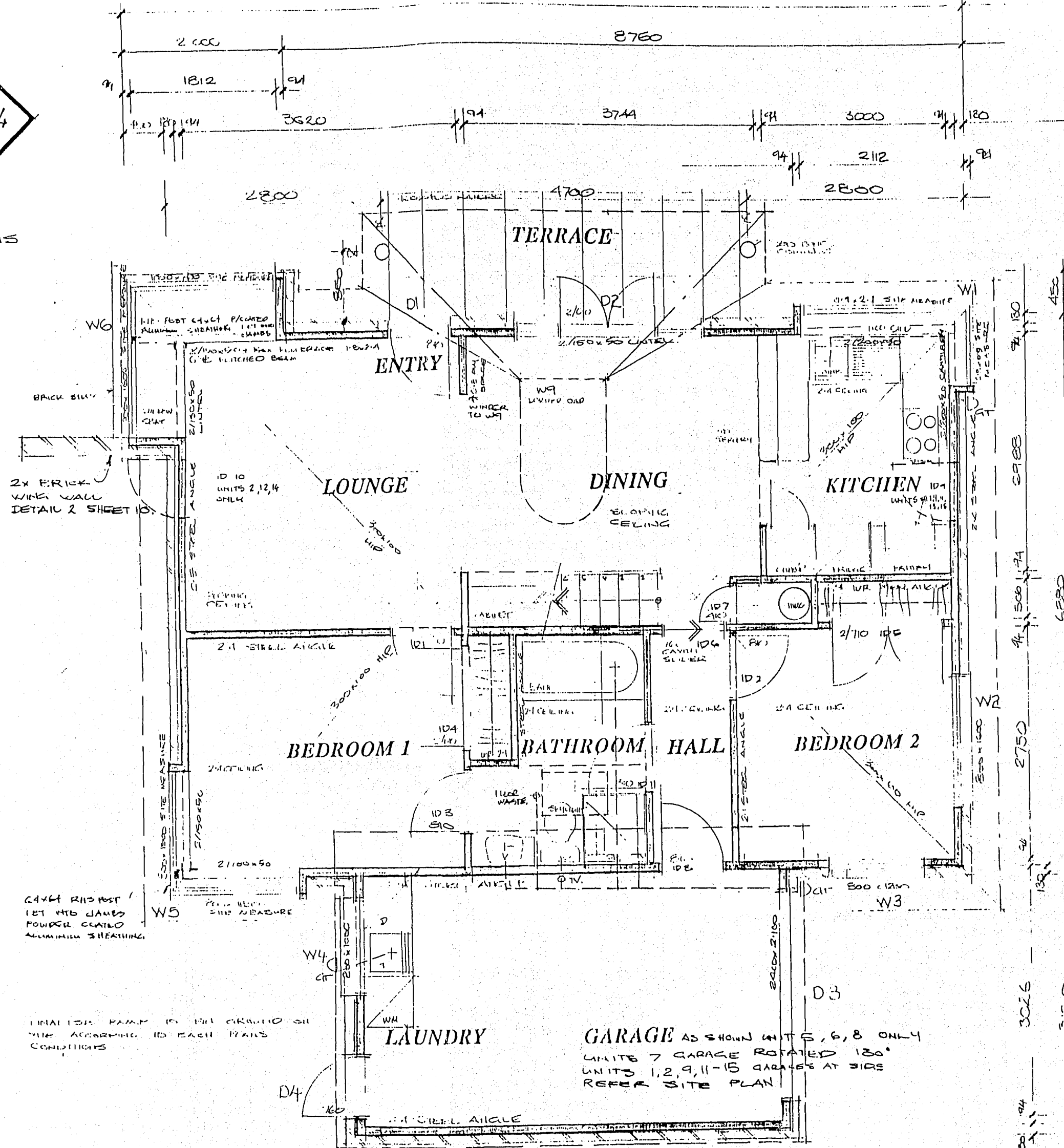


FAIRFIELD PARKLAND VILLAGE

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ELEVATIONS

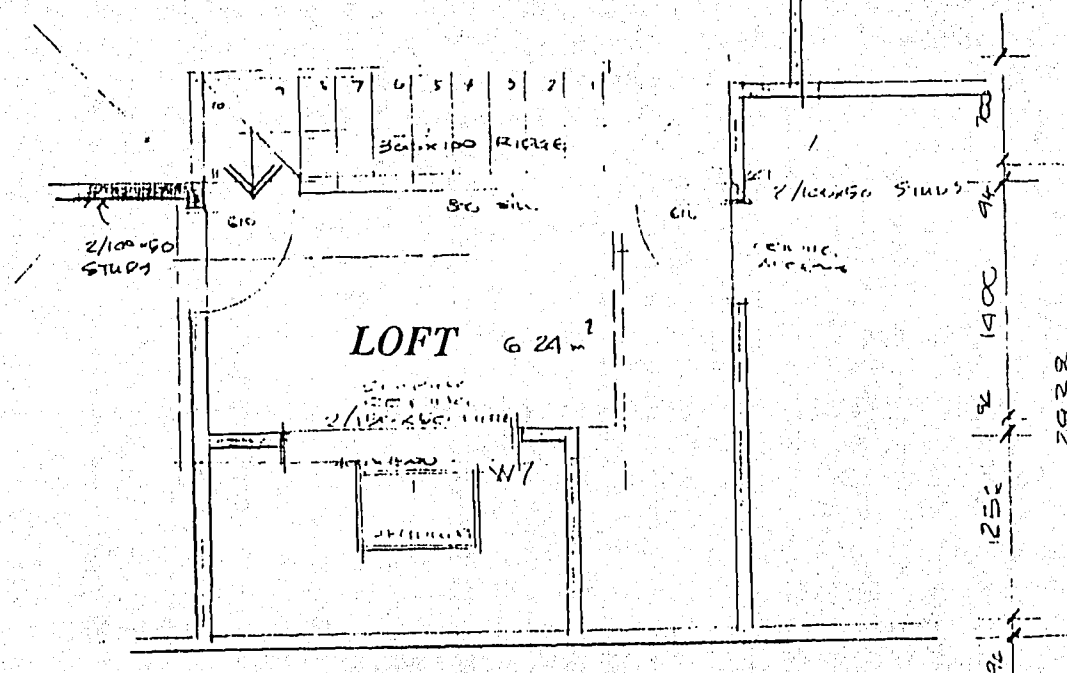


FLOOR PLANS 1:50

67m2 unit nos. 1, 2, 5, 6, 7, 8,

9, 11, 12, 13, 14 and 15

HOUSE 67.54 m²
GARAGE 17.80 m²



PROPOSED DEVELOPMENT

FOR

KURIWHAO HOLDINGS LTD

Cnr Main South Rd
&
Old Brighton Rd
FAIRFIELD

MARCH 1991

UPPER FLOOR

D AT GULLY TRAP
INDICATIVE DRAINAGE
ROUTE. CONFIRM ON
SITE TO SUIT PLAN
AND LAYOUT.

Scales 1:50 Checked
Drawn 1:50

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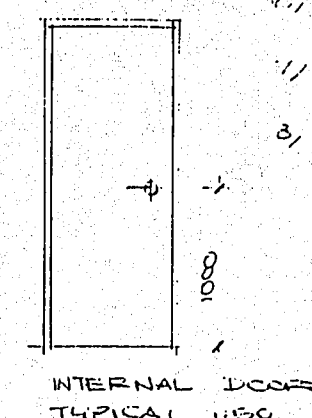
Box 5107, Moray Place, DUNEDIN.
Phone 025 922 908

92/1876

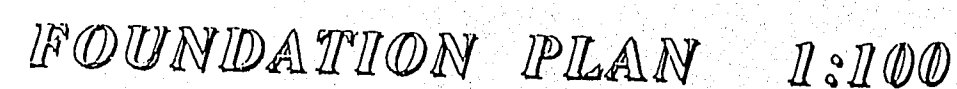
FAIRFIELD PARKLAND VILLAGE



- NOTES:
- 1/ ALL JOINERY UNITS ARE VIEWED FROM THE OUTSIDE
 - 2/ JOINERY TO BE POWDER COATED ALUMINIUM
 - 3/ ALL OPENING WINDOWS TO BE AWNING HUNG
 - 4/ DISCURE GLASS TO BE FROM THE 'PACIFIC' RANGE
 - 5/ DOOR HARDWARE LEGAL. KROMA Ltd. ALPHA BOX
STOPS SATIN CHROME PLATE 10 LIT. LEVERS
- 1/ BALL BEARING TUBULAR
HANDLE SET.
- 1/ 10mm x 16mm INTERMEDIATE ROLLER
DOORS & Windows.
- 3/ ID 2 BECOMES AN EXTERIOR DOOR
SIMILAR TO DCL IN UNITS 1, 2, 7, 15



© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 369–375



ELECTRICAL PLANS

92/1876

FAIRFIELD PARKLAND VILLAGE

SHEET 8 OF 10

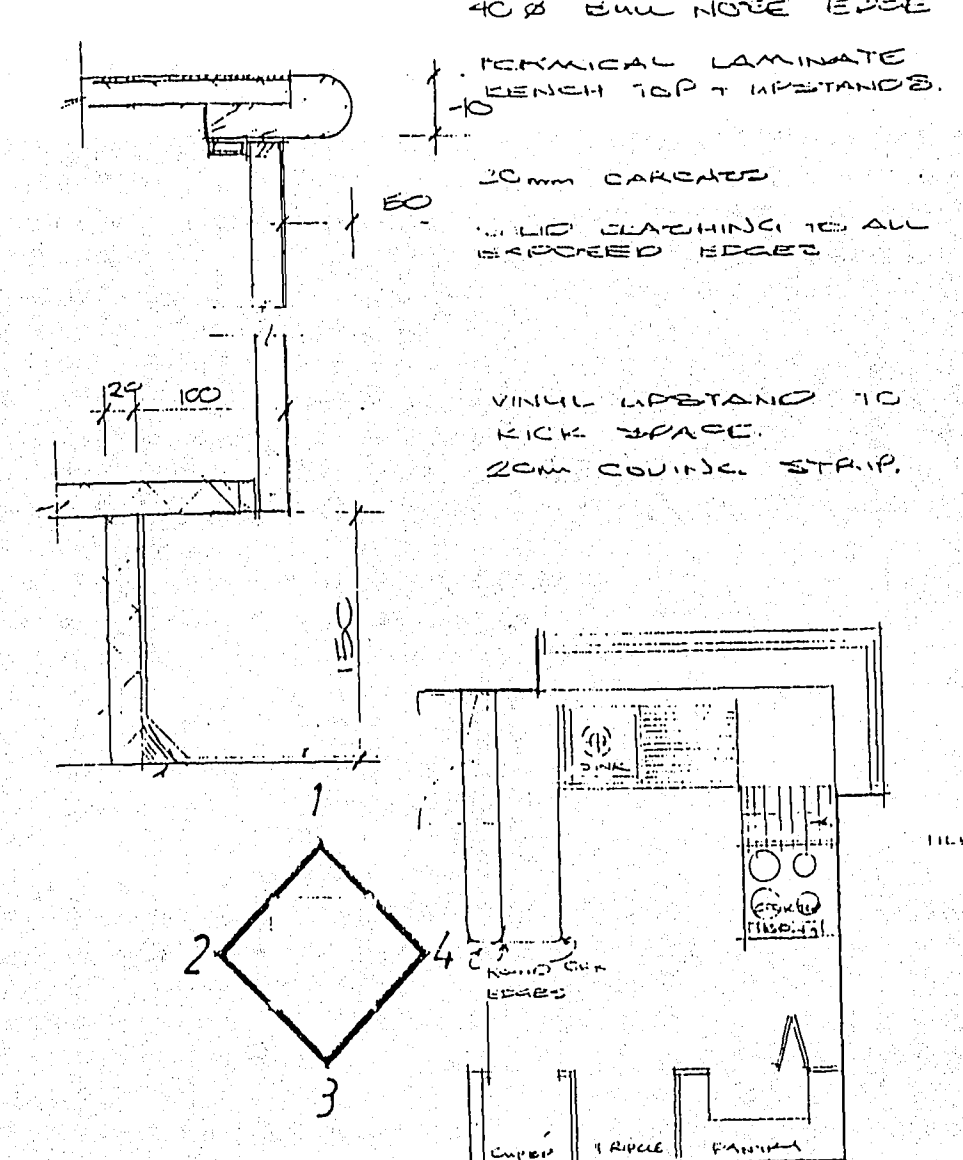
Box 6107, Moray Place, DUNEDIN
Phone 035 923 800

KITCHEN FITTINGS

WASTE DISPOSAL F.P. W.D. BE
DRAWERS ON SCOT GRASS SLIDES
GRASS 950 SPRUNG HINGES
SCOT 800X400 CORNER SWING BASKET
(LASH SUSAN)
PACIFIC ANTIQUE ANGLED SINK
FAUCET ADF.4.
SS SINK + DRAIN 10 R+F.
SINK 15.1X35X100
HOB 5H4 GMS.
UNDER BENCH OVEN M.C.B.E.
VENTO TO R.H.S. 120X50.

DETAIL 1

DETAIL 2



KITCHEN
PLAN 1:50

PROPOSED
DEVELOPMENT

FOR

KURIWHAO HOLDINGS
LTD

Cnr Main South Rd
&
Old Brighton Rd
FAIRFIELD

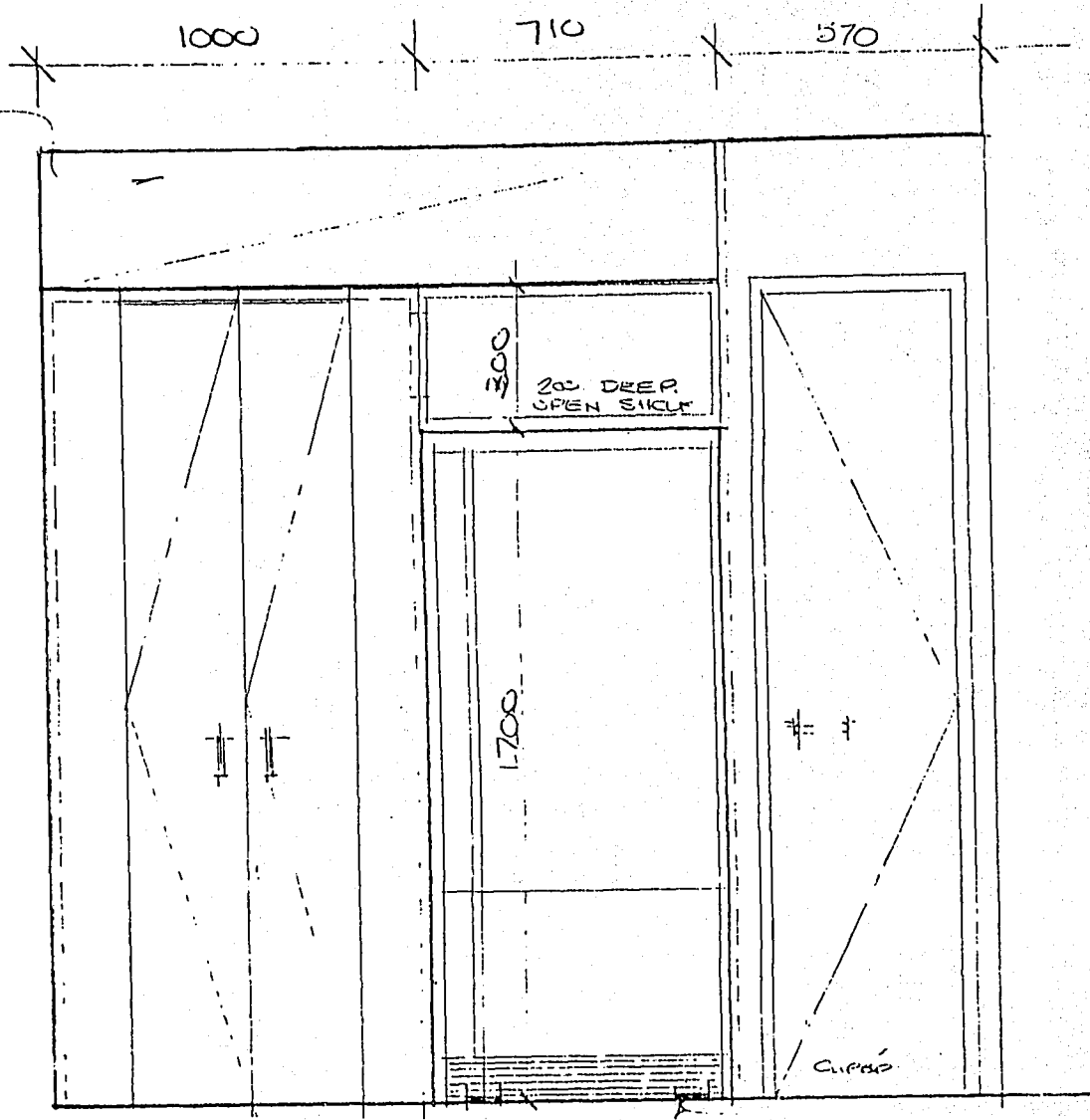
MARCH 1991

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Drawn.....
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ARCHITECT

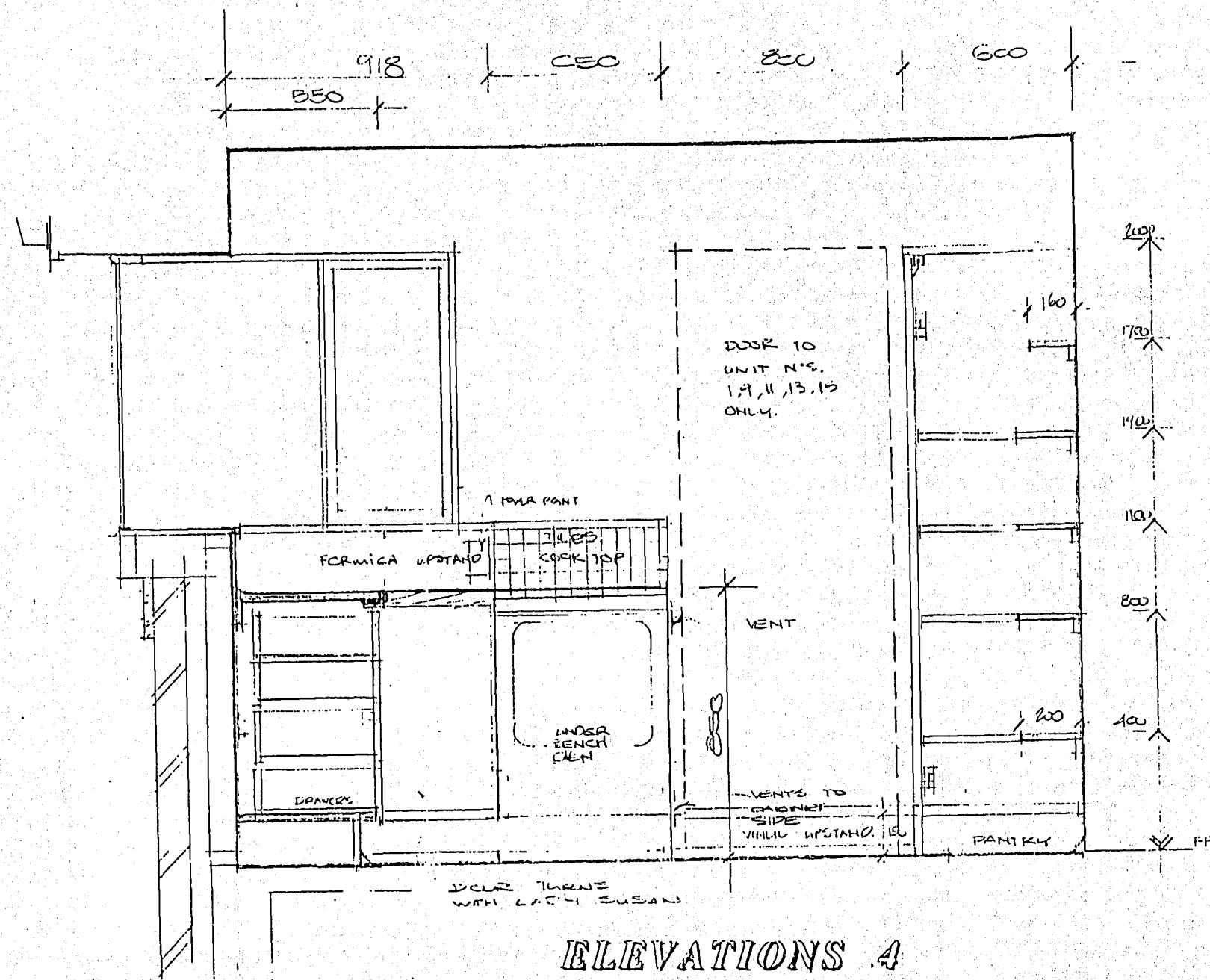
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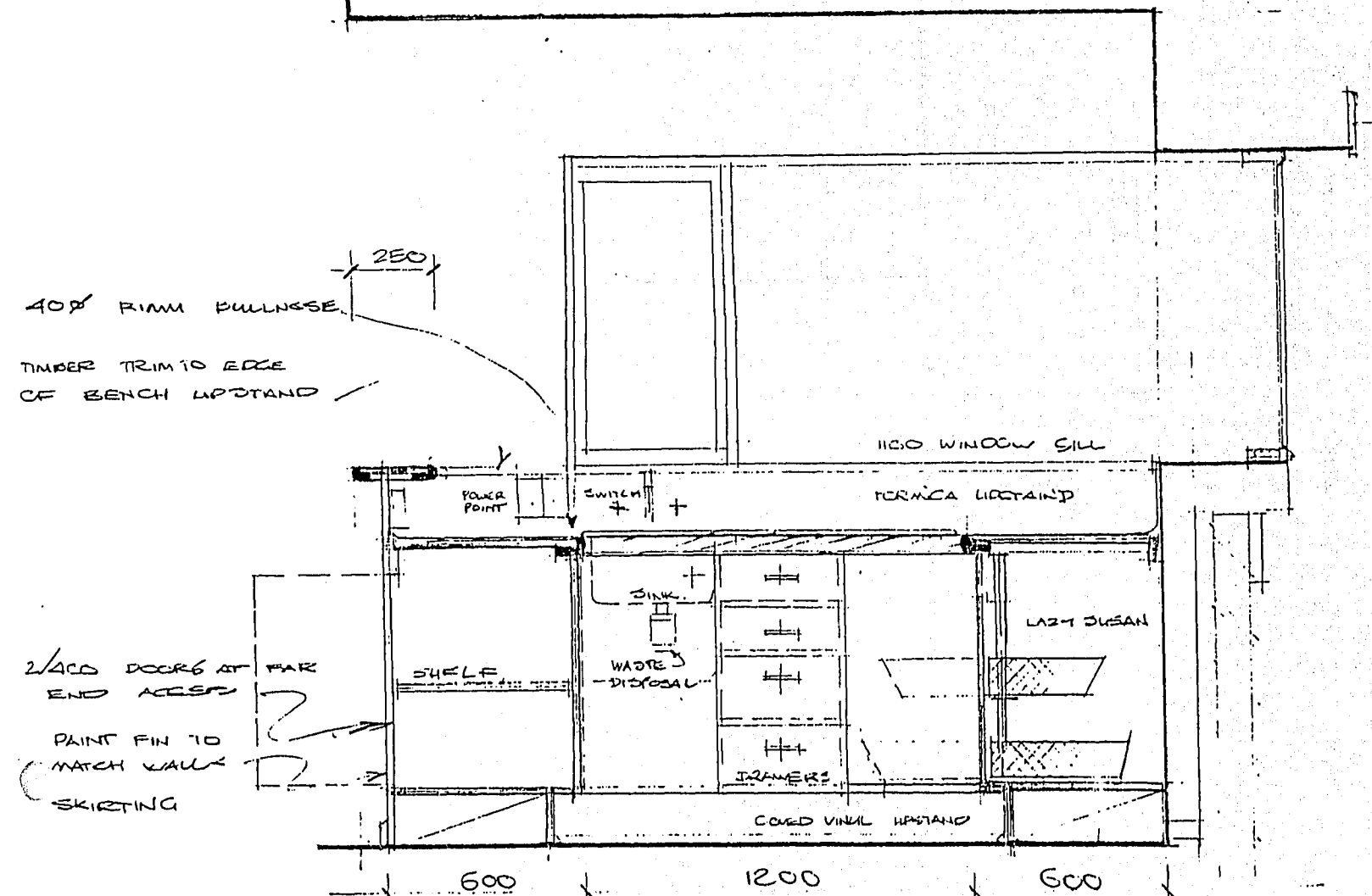
92/1876



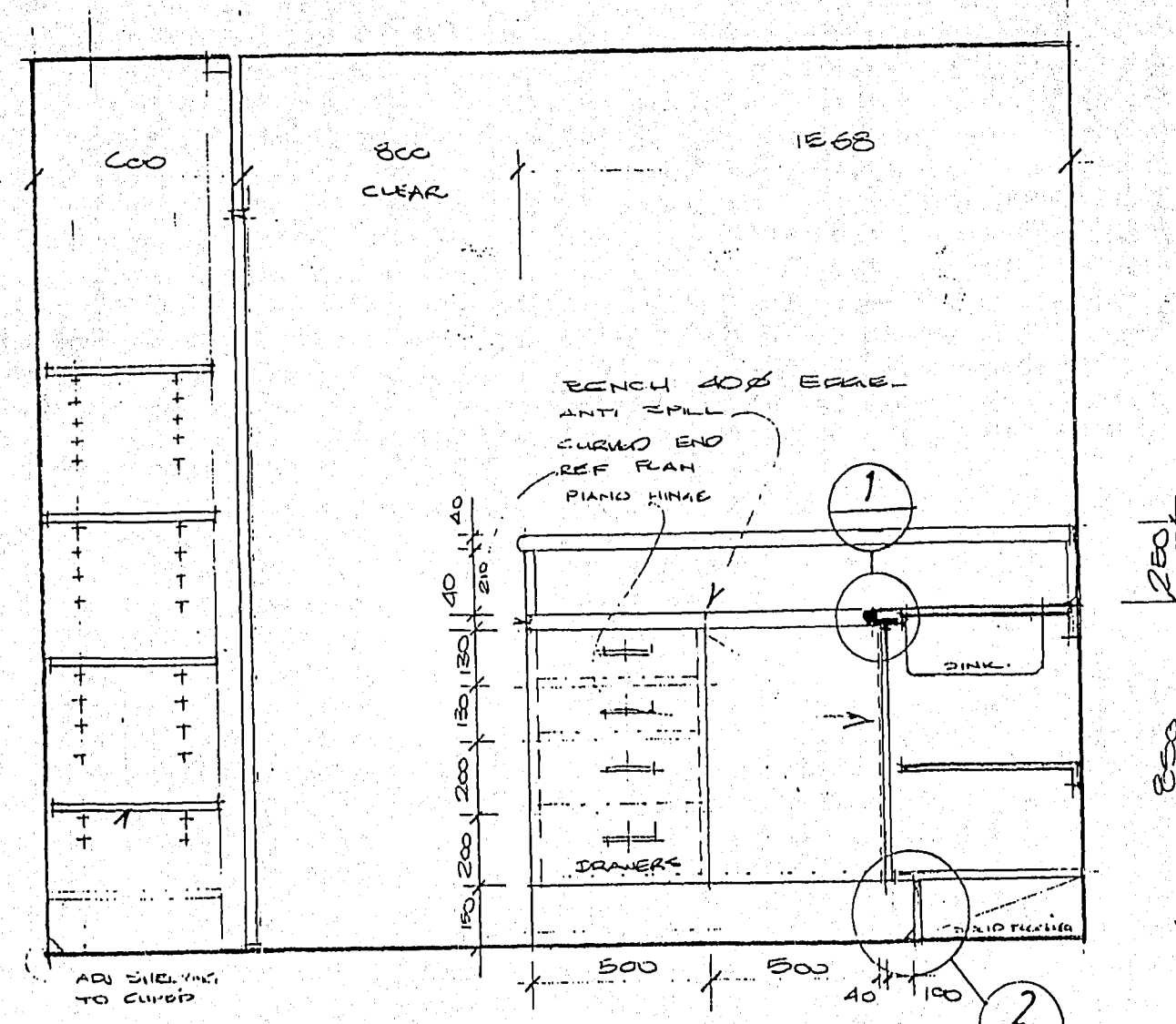
ELEVATIONS 3



ELEVATIONS 4



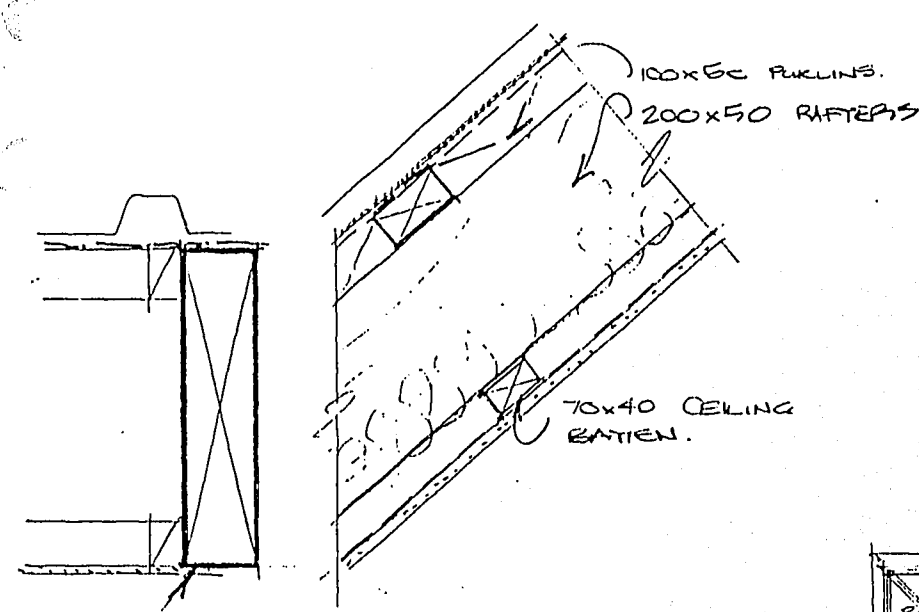
ELEVATIONS 1



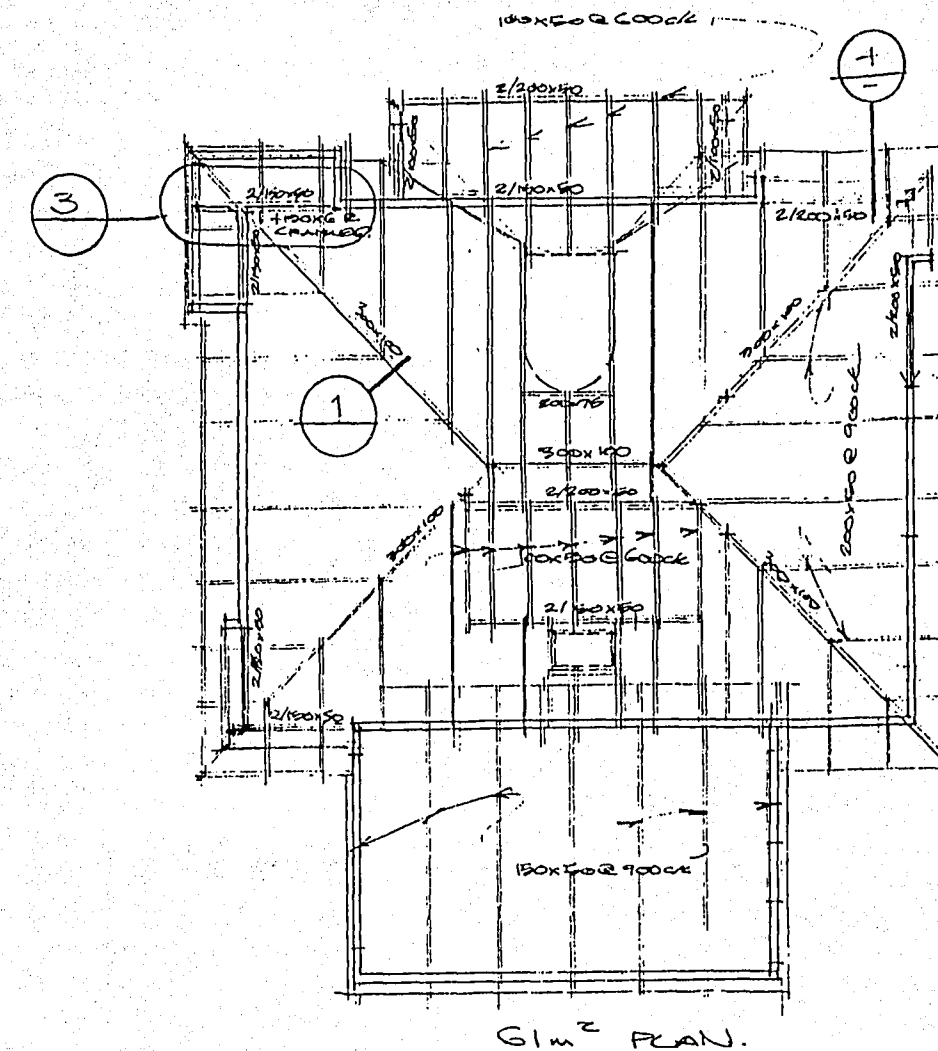
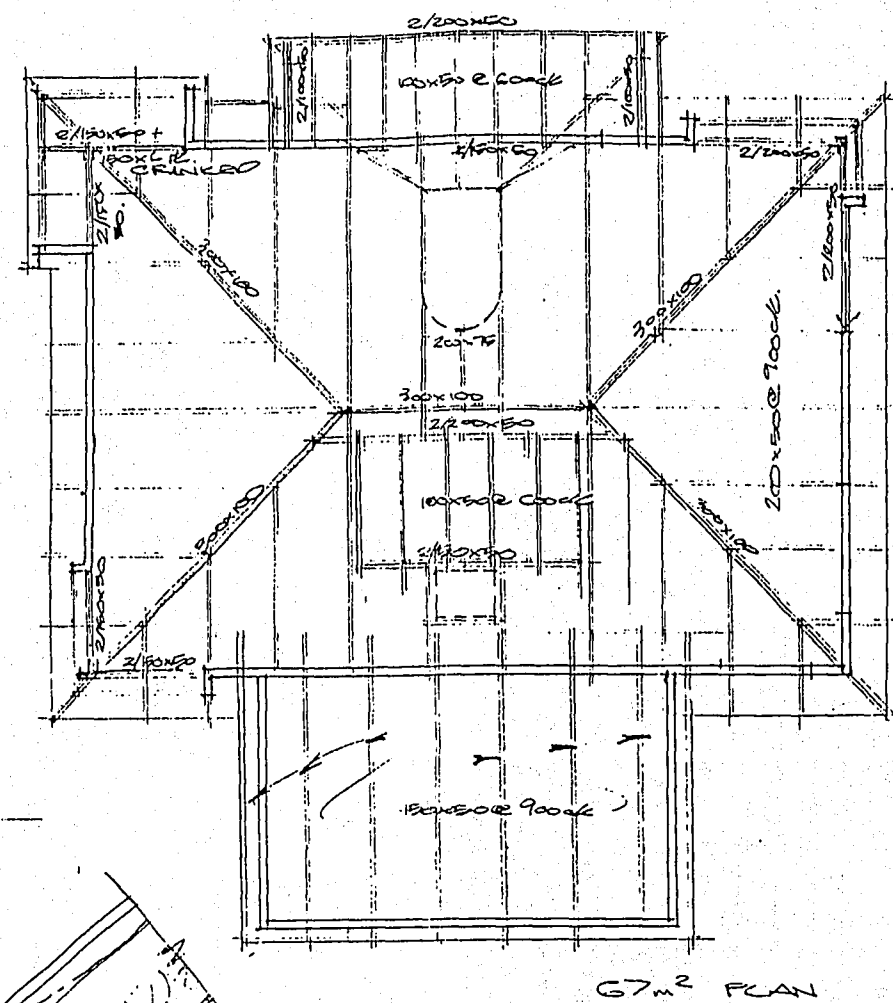
ELEVATIONS 2

KITCHEN ELEVATIONS

FAIRFIELD PARKLAND VILLAGE



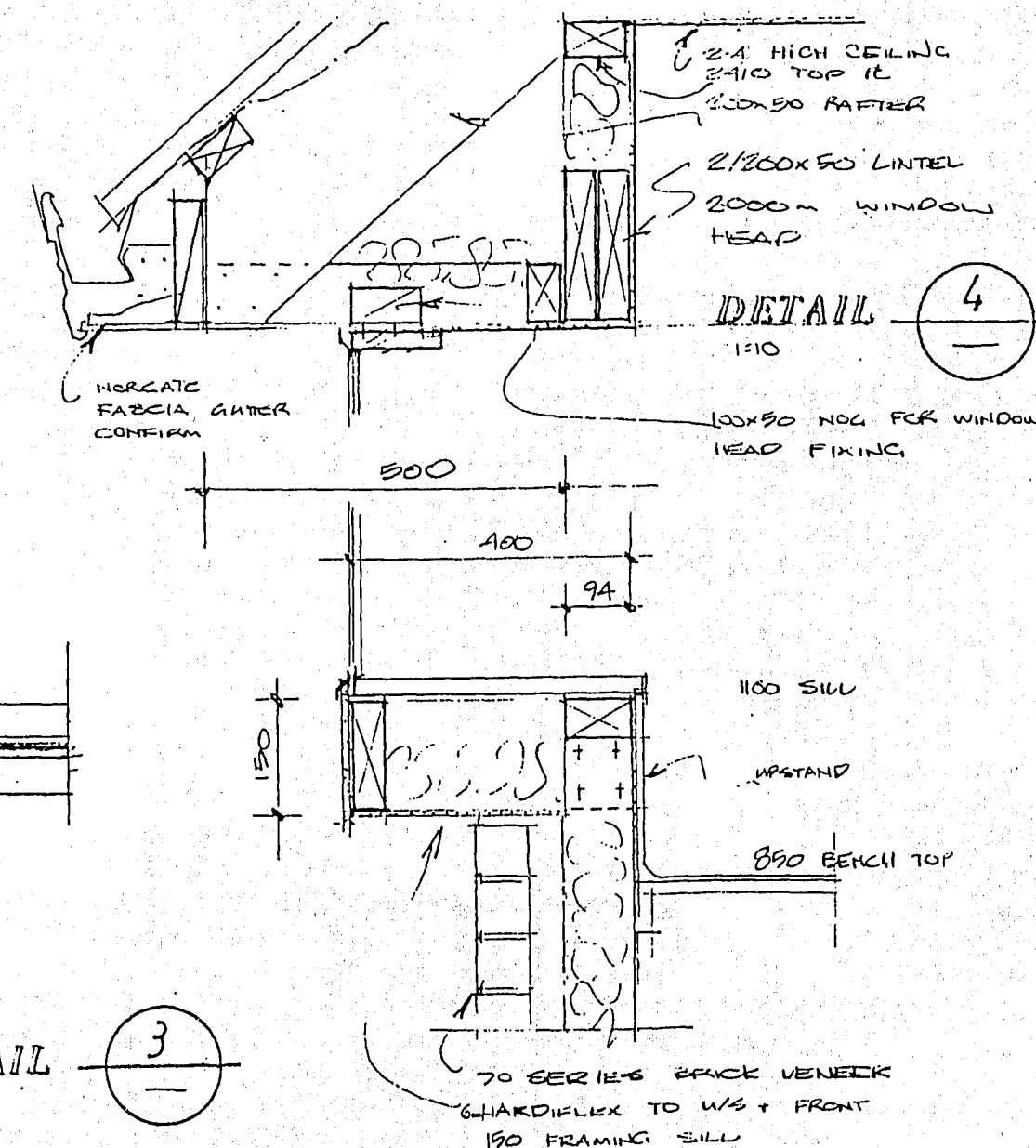
DETAIL 1
1:10



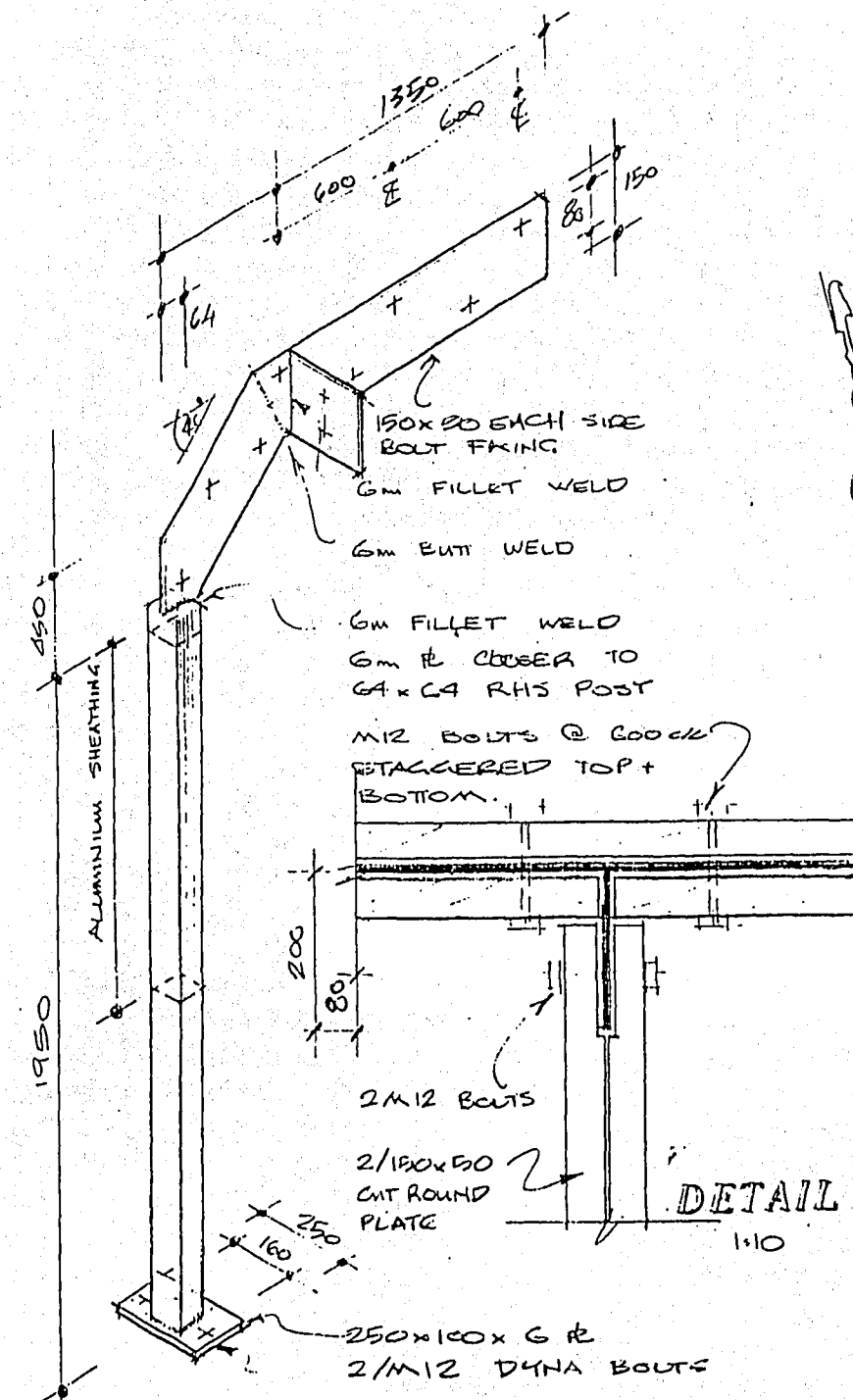
LEGEND

- + POINT LOAD SUPPORT
- ALLOY BRACKETS
- FLITCHED BEAM
- CANTILEVER LINTEL

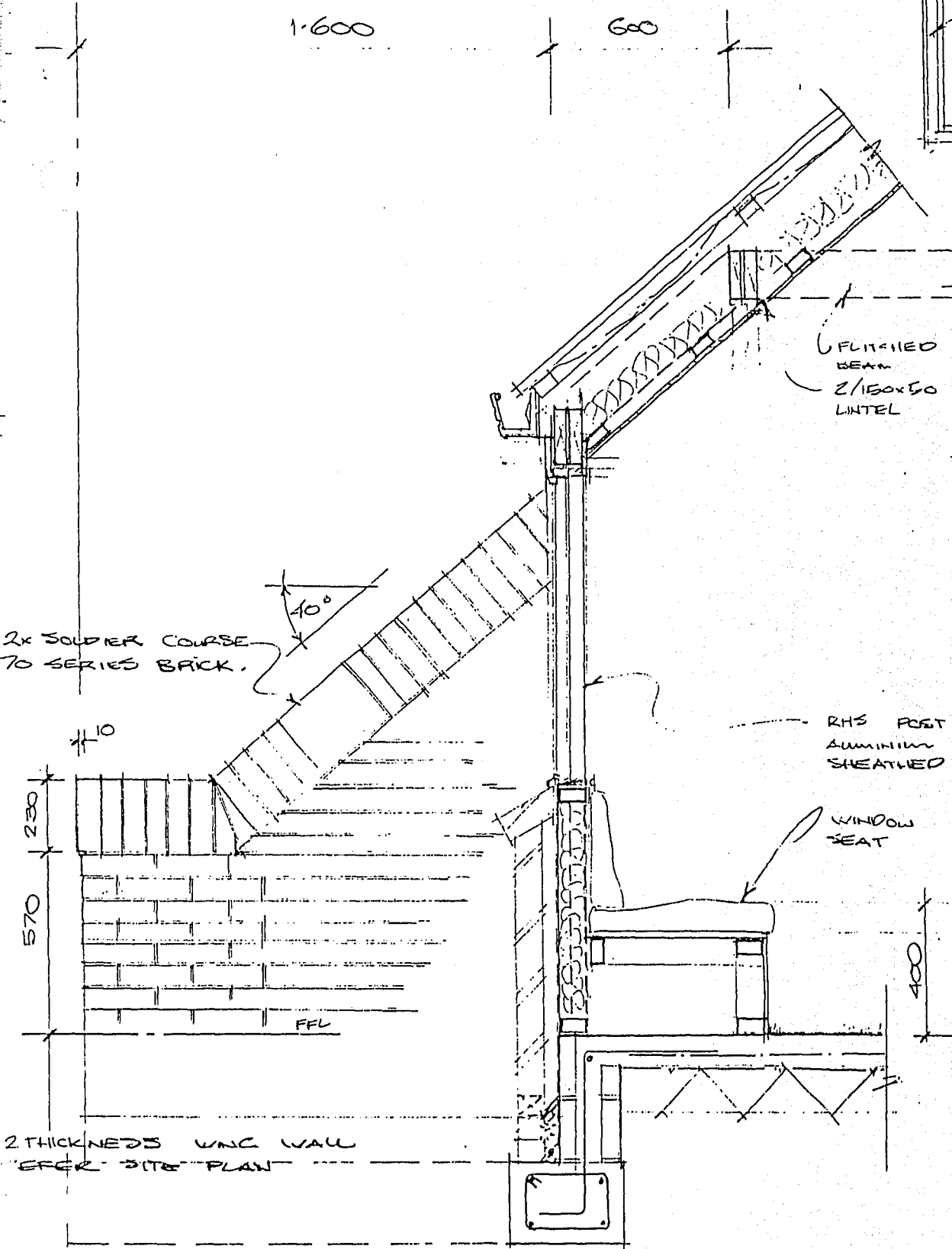
ROOF FRAMING PLAN 1:100



DETAIL 4
1:10



DETAIL 3
1:10



DETAIL 2
1:10

PROPOSED DEVELOPMENT

FOR

KURIWHAO HOLDINGS LTD

Cnr Main South Rd & Old Brighton Rd
FAIRFIELD

MARCH 1991

Scales: 1:100, 1:20, 1:10
Drawn: J.D.

Contractors shall check and verify all dimensions, sizes and levels on site prior to commencement of work. Do not scale off drawings. If in doubt - don't guess, please ask.

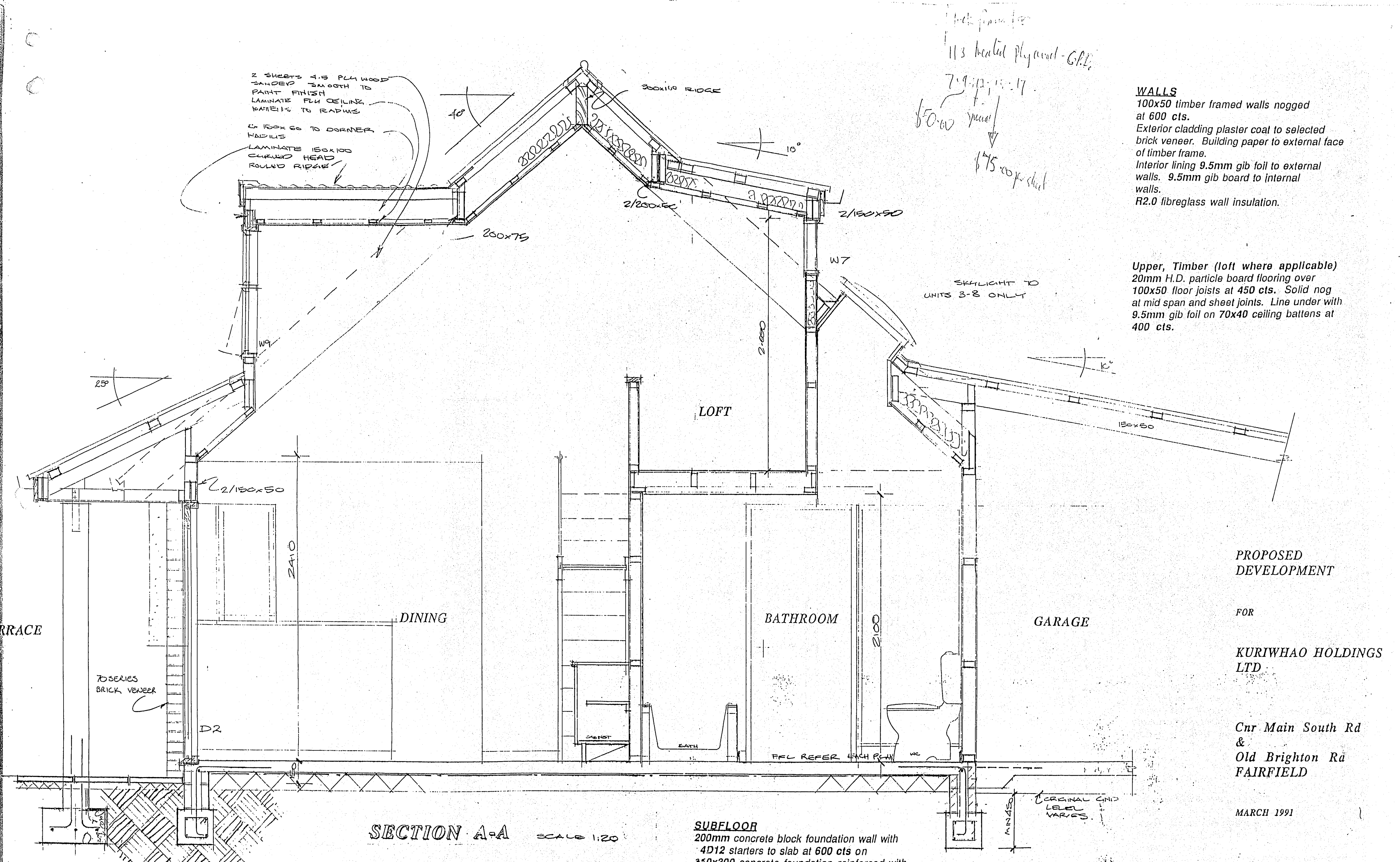
JOHN D'ANVERS
ARCHITECT

B.Arch. ANZIA
Registered Architect

92/1876

FAIRFIELD PARKLAND VILLAGE





113 treated plywood - G.H.
7.9.12.13.17
50.00
75.00

WALLS
100x50 timber framed walls nogged at 600 cts.
Exterior cladding plaster coat to selected brick veneer. Building paper to external face of timber frame.
Interior lining 9.5mm gib foil to external walls. 9.5mm gib board to internal walls.
R2.0 fibreglass wall insulation.

Upper, Timber (loft where applicable)
20mm H.D. particle board flooring over 100x50 floor joists at 450 cts. Solid nog at mid span and sheet joints. Line under with 9.5mm gib foil on 70x40 ceiling battens at 400 cts.

PROPOSED DEVELOPMENT

FOR

KURIWHAO HOLDINGS LTD

Cnr Main South Rd & Old Brighton Rd
FAIRFIELD

MARCH 1991

SUBFLOOR
200mm concrete block foundation wall with 4 D12 starters to slab at 600 cts on 350x300 concrete foundation reinforced with 4 D12 rods and R6 stirrups at 600 cts.
Columns - 200 diam concrete 17.5 Mpa 4 D12 R6 at 300 cts.
Pad - 500x500x300. 4 D12 starters. Lap 40x diameter.

SECTION A-A SCALE 1:20

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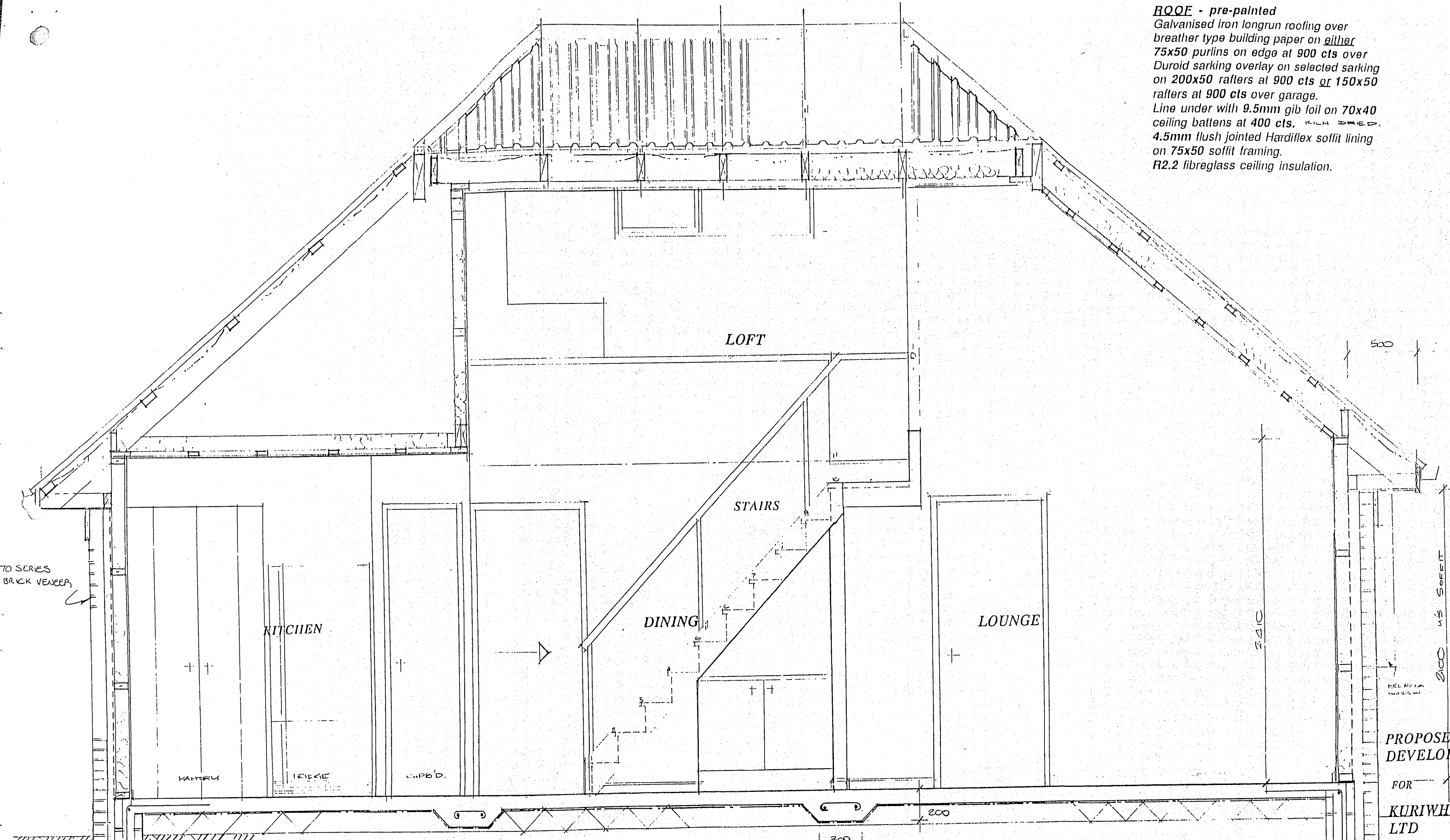
Scales: 1:20 Checked:
Drawn: J.D.
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JOHN D'ANVERS
ARCHITECT

FAIRFIELD PARKLAND VILLAGE

SHEET 3 OF 10

Box 5197, Moray Place, DUNEDIN.
Phone 025 922 908
Ref 87A

ROOF - pre-painted
 Galvanised iron longrun roofing over
 breather type building paper on either
 75x50 purlins on edge at 900 cts over
 Duroid sarking overlay on selected sarking
 on 200x50 rafters at 900 cts or 150x50
 rafters at 900 cts over garage.
 Line under with 9.5mm gib foil on 70x40
 ceiling battens at 400 cts. ~~KILN DRIED~~
 4.5mm flush jointed Hardiflex soffit lining
 on 75x50 soffit framing.
 R2.2 fibreglass ceiling insulation.



SECTION B-B SCALE 1/20

FLOOR - Lower, Concrete
 100mm concrete slab reinforced with
 668 H.R.C. mesh over permathene
 'dampstop' concrete underlay over
 25mm sand blinding on 75mm mln.
 compacted hardfill on natural ground.
 Hardfill compacted in maximum 150mm
 layers.

PROPOSED
 DEVELOPMENT
 FOR
 KURIWHAO HOLDINGS
 LTD

Cnr Main South Rd
 &
 Old Brighton Rd
 FAIRFIELD
 MARCH 1991

Scales.....
 Drawn.....
 Checked.....
 Contractors shall check and verify all
 dimensions, sizes and levels on site prior
 to commencement of work. Do not scale
 off drawings.
 If in doubt - don't guess, please ask.
 JOHN D'ANVERS
 ARCHITECT

S. Arch. ANZIA
 Registered Architect
 Box 5107, Murray Place, DUNEDIN.

FAIRFIELD PARKLAND VILLAGE

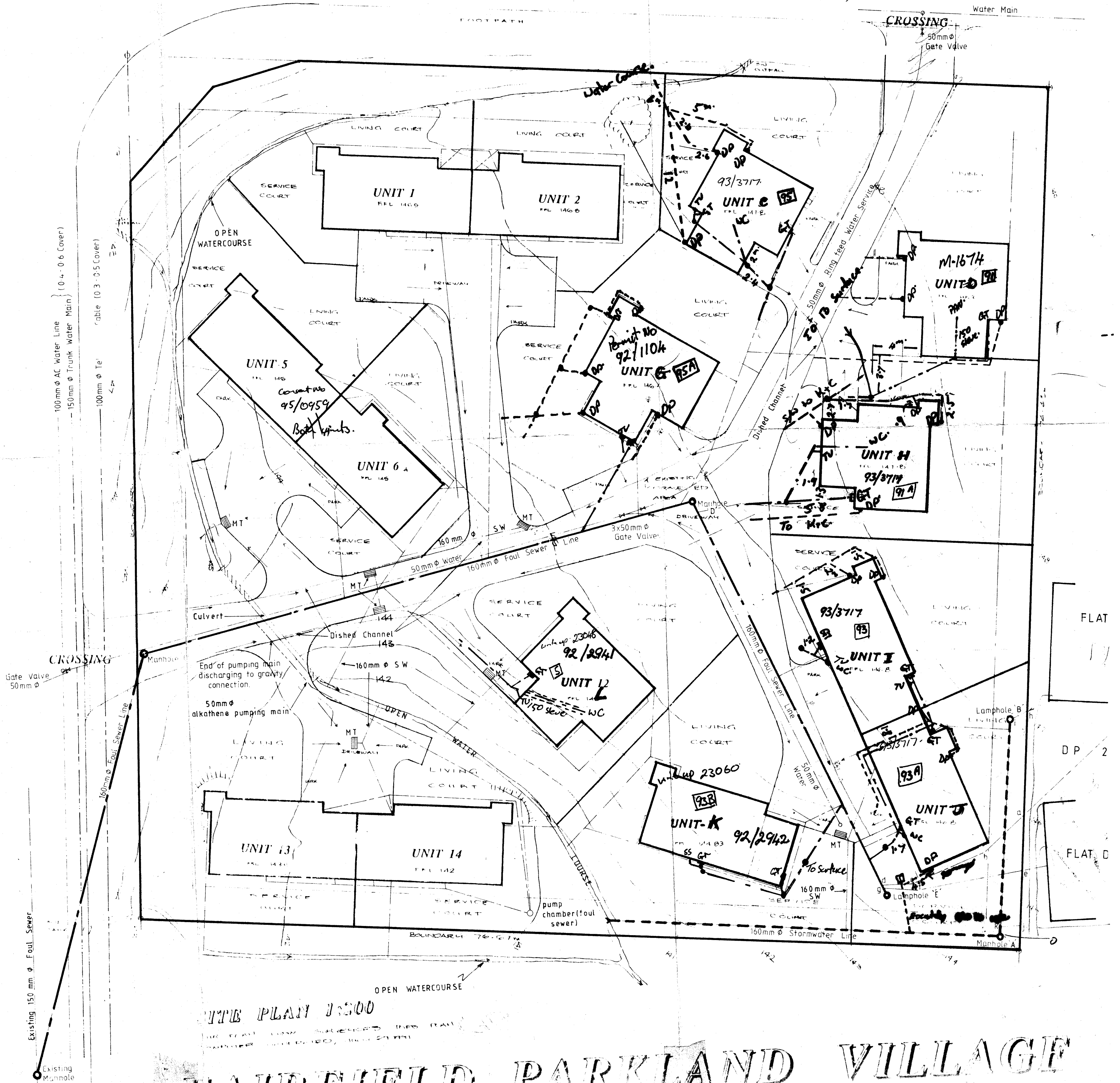
92/1876



MAIN SOUTH ROAD

(State Highway No 1)

OLD BRIGHTON ROAD



SITE PLAN 1:200

FAIRFIELD PARKLAND VILLAGE



MINISTRY OF HOUSING
AND URBAN DEVELOPMENT

Residential Tenancies Act Reforms

Summary of changes

Previous

Periodic tenancies can be ended by the landlord for any reason and without a requirement to tell the tenant why, with 90 days' notice.

Notice periods are 42 days to end a periodic tenancy where:

- The owner, or their family member, requires the property to live in.
- the property is needed for an employee (and this is in the tenancy agreement).
- the property has been sold with a requirement by the owner for vacant possession.

Notice period is determined by the Tenancy Tribunal when landlord applies to the Tribunal to end the tenancy

- Tenant is at least 21 days in rent arrears
- Tenant has assaulted or threatened to assault the landlord or others.
- Tenant has caused or threatened to cause substantial damage.
- Tenant has not complied with a 14 day notice to remedy a breach of the RTA or tenancy agreement.

Fixed-term tenancy agreements cannot be ended early unless by mutual agreement or Tribunal order.

Fixed-term tenancy agreements convert to periodic tenancies unless:

- A landlord or tenant gives notice between 21 and 90 days before the term ends.
- The parties agree to extend or renew the fixed-term tenancy.

Withdrawal by tenant experiencing family violence

Nothing specific to support tenants experiencing family violence.

Installing a minor change – tenants must get landlord's consent and landlords cannot unreasonably withhold their consent.

New



Periodic tenancies can only be ended by the landlord for one of the following reasons:

Notice period is determined by the Tenancy Tribunal when landlord applies to the Tribunal to end the tenancy

- The landlord issued a tenant three notices for separate anti-social acts in a 90-day period.
- The landlord gave notice that a tenant was at least five working days late with their rent payment on three separate occasions within a 90-day period.
- The landlord will suffer greater hardship than the tenant if the tenancy continues.
- Existing provisions relating to rent arrears, damage, assault and breaches still apply.

14 days' notice

- The tenant physically assaulted the landlord or their family and the Police laid a charge.

63 days' notice

- The owner, or their family, requires the property to live in.
- The landlord customarily uses the premises for occupation by employees or contractors and the premises are needed for that purpose (and this is stated in the tenancy agreement).

90 days' notice

- The owner intends to put the premises on the market.
- The property has been sold with a requirement by the owner for vacant possession.
- The landlord is not the owner of the property, and the landlord's interest ends.
- The premises need to be vacant to facilitate the use of nearby land for a business activity (and this is stated in the tenancy agreement).
- The landlord wants to change the use of the premises to a commercial use.
- The landlord intends to carry out extensive renovations at the property and it would be impractical for the tenant to live there during that process.
- The premises are to be demolished
- Reasons specific to social housing tenancies.



A landlord can terminate a fixed-term tenancy with 14 days' notice where the tenant physically assaulted the landlord or their family and the Police laid a charge.



Fixed-term tenancy agreements convert to periodic tenancies unless:

- A landlord gives notice using the reasons listed in the RTA for periodic tenancies
- A tenant gives notice for any reason at least 28 days before the end of the tenancy
- The parties agree otherwise e.g. to renew the fixed term or to end the tenancy



Tenants who are experiencing family violence can withdraw from a tenancy by giving two days' notice, accompanied by appropriate evidence of the family violence. Regulations will be created to specify what constitutes evidence.

Provisions are also included for protecting the privacy of a victim from unauthorised disclosure of this notice and in relation to Tenancy Tribunal hearings.

Remaining tenants in the tenancy may receive a temporary rent reduction formula.



Where a tenant requests a change that is minor, the landlord must give permission. The Residential Tenancies Act 1986 outlines what changes will be minor. The landlord can impose reasonable conditions around how that minor change is carried out. Tenants must remove the minor changes and remediate the property when the tenancy ends.



MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Previous

Fibre broadband

Landlords have no obligations relating to fibre broadband.

The Ultra-Fast Fibre Broadband Scheme offers fibre installation for free but relies on mutual agreement.

Rent setting and increases

No rules around rental bidding.

Rent can be increased every six months.

Privacy and access to justice

Name suppression provisions are unclear.

Assignment

Fixed-term tenancy agreements can prohibit assignment.

Providing information

Landlords can charge reasonable fees on agreement to assignment, subletting or ending a tenancy (break lease fees), but do not have to disclose how the fees are calculated.

Under the healthy homes standards landlords will have to keep various records and provide them on request to the Regulator (MBIE).

Enforcement of the RTA

No infringement offences.

Penalty levels set in 2006.

Regulator (MBIE) enters into voluntary agreements for parties to comply with RTA obligations.

No ability for Regulator (MBIE) to issue improvement notices.

Tenancy Tribunal

The Tribunal can hear cases and make awards up to \$50,000.

Transitional and emergency housing

It is not clear whether the RTA applies to some transitional and emergency housing.

New



Tenants can request to install fibre broadband and landlords must facilitate installation if this can be done at no cost to the landlord.

The Ultra-Fast Fibre Broadband Scheme offers fibre installation for free.

Landlords can decline a request for fibre installation where:

- It will materially compromise the building's weathertightness or character.
- It will compromise the building's structural integrity.
- It will breach an obligation relevant to the premises.
- The landlord is going to carry out extensive renovations.



Landlords and agents cannot seek rental bids. This includes advertising rental properties with no rental price listed.

Tenants are still allowed to offer to pay more for a property if they want.

Rent cannot be increased more than once every 12 months.



The Tribunal, on the application of any party or on its own initiative, can order that names and identifying details be suppressed.

Where a party has been wholly or substantially successful in their case, identifying details can be removed from published Tribunal orders.



All assignment requests must be considered, and landlords must not decline unreasonably.

Fixed-term tenancy agreements cannot prohibit assignment.



Landlords must provide tenants with a breakdown of fees charged on agreement to assignment, subletting or ending a tenancy (break lease fees). This will give tenants an opportunity to consider if the fees are reasonable.

Landlords will also have an obligation to provide the records relating to healthy home standards on request to tenants.

Landlords will have to retain additional documents and provide them to the Regulator if required.



New infringement offence regime for straightforward breaches of the RTA.

Existing penalties increased between 50 and 80 percent.

Regulator (MBIE) can enter into Enforceable Undertakings – voluntary agreements for parties to comply with RTA obligations, with a penalty if not complied with.

Regulator (MBIE) can issue Improvement Notices to correct a breach of the RTA. Improvement Notices carry a penalty if not complied with.



Tenancy Tribunal can hear cases and make awards up to \$100,000.

Civil pecuniary penalties, higher maximum infringement fees and higher infringement fines for landlords with six or more tenancies, including boarding house landlords.



Clarifies that the RTA does not apply to transitional and emergency housing that is provided under the Special Needs Grant Programme or that is funded wholly or partly by a government department. A Code of Practice will be developed to set out expectations for transitional housing.

*This is a summary of changes. For more detail about the changes and your rights and obligations, please see the FAQs available at www.hud.govt.nz/RTA-reforms.



YOUR LOCAL PROPERTY INVESTMENT SPECIALISTS Nidd Property Management

"An amazing company that keep in regular contact to ensure everything is ok, and always available to help when asked." - Tea Gilbert

"I highly recommend Nidd Property Management Services. I have found that they go above and beyond the call of duty." - Pam Phease



dunedin
100% LOCALLY OWNED

WHY USE NIDD PROPERTY MANAGEMENT?

A WEALTH OF EXPERIENCE

As a team, we are able to draw from a wealth of experience from the directors of our company, a full-time manager and dedicated team of property managers who tirelessly offer a consistently superior service to our clients.

A COLLABORATIVE TEAM APPROACH TO MANAGING YOUR PROPERTY

We have thorough systems in place to ensure that there is always someone there to pick up the work if the assigned property manager is unavailable for any reason.

COMMUNICATION

One person will be assigned to manage your property from start to finish meaning that you and your tenants will know the person you are dealing with. Your property manager has the full support of management anytime a complex issue needs to be dealt with.

SYSTEMS

We utilise industry leading software alongside robust policies and systems. This results in efficient and organised management of your property with incredibly low numbers of Tenancy Tribunal hearings - the average being 3 per year across more than 300 properties.

HEALTHY HOMES STANDARDS AND RISKS

Compensation costs awarded to tenants can be up to \$4000 and statements are now required in every Tenancy Agreement with fines of \$500 per excluded statement. We have a range of contractors within our network to ensure that all our managed properties comply with Healthy Homes Standards and we organise all required statements for you.

WE ARE A FULL-SERVICE AGENCY

We handle rent collection, property maintenance, marketing and reporting, conflict resolution and all communication with tenants and contractors for you.

CHANGES TO RESIDENTIAL TENANCIES ACT 1986

We are trained and resourced to ensure that frequent changes to the Residential Tenancies Act 1986 are adhered to, minimising your risk of paying up to \$100,000 in tenant compensation costs.

Keen to discuss your investment property?

Rachael Courtney

Business Manager

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EMAIL rachael.courtney@nidd.co.nz