

Ray White Landlord Quiz Answers

RayWhite®

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1. What are the official deadline dates that bring in new legal requirements for landlords to comply with the healthy homes standards?

Answer: D - All of the above

Each of the listed dates are all attached to new requirements landlords must comply with. A statement of intent is required in all new or varied tenancy agreements now, a much more detailed statement of compliance is required in December 2020, and finally, compliance with all standards is required in 2021.

2. Will a newly constructed property (completed 2020 or later) automatically comply with the healthy homes standards and therefore not require a healthy homes statement of compliance?

Answer: C - No

Even if a brand new home meets the latest building code standards and relevant council regulations, it may not meet the healthy homes standards. A common example of this is the heating standard requirements, which many new homes do not meet.

Regardless of the age a property is built, every single tenancy agreement must include a comprehensive healthy homes statement from 1 Dec 2020.

3. Landlord's can complete their own healthy homes statement of compliance?

Answer: A - True

A landlord can complete their own healthy homes statement of compliance, **however**, this would almost certainly require a site visit to the property and significant time and care to complete properly. The current statement template contains 13-pages of required detail that must be included with measurements, site evidence, heating tool calculations and more.

4. Landlords will comply with the healthy homes heating standard if they provide a tenant with a high-quality portable fan heater.

Answer: B - False

The heating standard dictates that every main living room must be provided with a "fixed" qualifying heater, so a portable unit would not comply.

5. Since 2019 Privacy Commission updates, what information **cannot** be asked of a tenant when they initially apply for a rental property?

Answer: D - All of the above

In accordance with Privacy Commission guidelines, all of the information listed cannot be asked for from a tenant when they initially apply for a rental property. A landlord can only ask for details on where a tenant may be employed **right now** and details around where they live **right now**.

There is real skill and knowledge required to ensure you ask the right questions at the right time so no breaches of the privacy guidelines occur.

6. Within any tenancy agreement, how many unique statements are **currently** required to be included? (Each statement contains unique information).

Answer: B - Three

Three statements are currently required in any new or varied tenancy agreement. An insulation statement, a healthy homes statement of intent and an insurance statement.

7. What are the potential fines a landlord can currently receive if they do not include all the required statements within their tenancy agreement?

Answer: C - \$1,500

A landlord could receive penalties of up to \$1,500 if using incorrect tenancy agreements and not including the required statements. Each of the three required statements carries a penalty of up to \$500.

8. An invoice for insulation work carried out and detailing what was installed in a rental property will pass the insulation statement requirements.

Answer: B - False

An insulation statement must outline the location of any insulation, its condition, what type has been used, and the R-value. It must also be signed by the landlord or their agent. An invoice will not generally include all this information.

9. Landlords must now provide tenants with a copy of their own insurance policy if requested.

Answer: A - True

Personal details can be redacted, however, all policy information including cover and excess amounts should be visible and must be provided to a tenant if requested.

10. What is the maximum allowable level of methamphetamine presence in a rental property before it is then deemed uninhabitable?

Answer: B or C depending on who you talk to and the situation ($1.5 \mu\text{g} / 100 \text{cm}^2$ or $15 \mu\text{g} / 100 \text{cm}^2$ - one measure being 10 x higher than the other).

We currently operate in a limbo state with conflicting guidelines being provided by the NZS:8510 standards and the Gluckman report. The Tenancy Tribunal may also look at other factors such as the timing and extent of contamination.

Methamphetamine contamination is still a very real risk for landlords, where in a worst case scenario the tenant may be entitled to all or part of their rent back if they conduct their own test to find they live in a contaminated property.

11. Tenant X is renting a property at \$400 per week and causes damage through careless behaviour that totals \$4,000 to repair. Landlord X has an insurance policy in place with an excess amount of \$1,000. How much of this repair cost will the tenant be liable for?

Answer: C - \$1,000 (the excess)

In careless damage situations, a tenant is liable for up to a maximum of four weeks' rent or the landlord's insurance excess, whichever is the lower amount. The remaining damages would need to be covered under the landlord's insurance. This highlights the importance of having good landlord insurance cover.

12. Tenant X is renting a property at \$400 per week and causes damage through careless behaviour that totals \$4,000 to repair. Landlord X has no insurance policy. How much of this repair cost will the tenant be liable for?

Answer: B - \$1,600 (four weeks' rent)

In careless damage situations where a landlord has no insurance, a tenant is liable for up to a maximum of four weeks' rent. The remaining damages would need to be covered by the landlord - even though the tenant has caused it. This highlights the importance of having good landlord insurance cover.