

The RayWhite logo is positioned in the top right corner of the page. It consists of the brand name "RayWhite" in a bold, black, sans-serif font, with a registered trademark symbol (®) to the right. The logo is set against a solid yellow rectangular background.

RayWhite®

The background image is a photograph of a modern, single-story house with white walls and a dark roof. The house features large glass windows and a covered outdoor area with a wooden deck. In the foreground, there is a swimming pool with a wooden fence. The scene is set in a lush, green environment with palm trees and other tropical plants under a blue sky with scattered clouds.

2025 TENANCY LEGISLATION CHANGES

Landlord Guide

The Residential Tenancies Amendment Act 2024 (RTAA 2024) introduces significant updates to tenancy laws, impacting both landlords and tenants. These changes are being implemented progressively throughout 2025 and will change how tenancies are managed moving forward.

This guide provides a clear breakdown of the key updates, helping you understand what's changing, when the changes take effect, and how they may impact your responsibilities as a landlord.

While this summary highlights the most important updates, some details of the RTAA 2024 remain unconfirmed. For tailored advice and support, we encourage you to contact a Ray White property manager, who can provide expert guidance specific to your circumstances.



EFFECTIVE IMMEDIATELY

BOND LODGEMENTS

Under the new rules, signatures are no longer required for lodging or topping up a bond. All bonds must now be lodged and paid online via tenancy.govt.nz, eliminating the need to complete or upload bond lodgment forms. Manual lodgments through email or post are no longer accepted.

RETALIATORY NOTICE CLARIFICATION

The Tenancy Tribunal now has greater power to protect tenants from retaliatory termination notices issued due to lawful complaints or exercising their rights (e.g., requests for maintenance, healthy homes compliance, or minor alterations). Tenants can apply to the Tribunal within 28 working days to have such notices voided. Landlords proven to have acted retaliatorily may face penalties of up to \$6,500.

CHANGES EFFECTIVE 30 JANUARY 2025

TENANCY TERMINATIONS

Changes to tenancy termination laws came into effect on 30 January 2025, and apply to both new and existing tenancies. However, any termination notice issued before this date will remain valid under the old rules and cannot be replaced. See the next page for the full overview of the new rules.





PERIODIC TENANCIES

90 DAYS' NOTICE (NO REASON REQUIRED):

Landlords can now terminate a periodic tenancy without providing a specific reason by giving 90 days' notice.

42 DAYS' NOTICE (SPECIFIC CIRCUMSTANCES):

Landlords can provide 42 days' notice to end a tenancy if:

- The property owner or their family member needs the property as their primary residence (they must move in within 90 days and stay for at least 90 days).
- The property has been sold, requiring vacant possession under an unconditional sales agreement.
- The property is needed for a landlord's employee or contractor, provided this purpose is outlined in the current tenancy agreement.

TENANT NOTICE:

Tenants can terminate a periodic tenancy by giving 21 days' notice at any time.

FIXED-TERM TENANCIES

ENDING A FIXED TERM: Both landlords and tenants can terminate a fixed-term tenancy at its expiry by providing notice between 90 and 21 days before the tenancy end date. No specific reason or mutual agreement is required.

AUTOMATIC ROLLOVERS: If neither party gives notice within the specified period, the tenancy will automatically convert to a periodic tenancy. Once converted, the periodic tenancy termination rules will apply.

IMPORTANT NOTE:

Fixed-term tenancies that began on or after 11 February 2021 and end on or before 30 April 2025 will still follow the previous laws, including notice requirements. For example:

- If a tenancy ends on 14 March 2025, landlords must provide a reason for termination and adhere to the previous notice periods to prevent it from converting to a periodic tenancy.
- If renewed, extended, or converted to a periodic tenancy, the new rules will then apply



CHANGES EFFECTIVE 20 MARCH 2025

ELECTRONIC ADDRESSES

Landlords and tenants can now send notices and documents via an electronic address (e.g., email) if it has been included as an additional address for service in the tenancy agreement. However, a physical address for service is still required. Email addresses can also be used in Tenancy Tribunal applications as an address for service, valid for up to two years from the date they were first provided or from the last recorded use in communication between the parties.

SMOKING ON THE PREMISES

The RTAA 2024 clarifies that landlords can include enforceable clauses in tenancy agreements to ban smoking indoors (except in outbuildings). However, tenants cannot be prohibited from smoking outdoors or have their right to quiet enjoyment restricted. The law encourages a case-by-case approach to address specific requests or situations.

TENANCY TRIBUNAL DECISIONS WITHOUT A HEARING

Adjudicators will be able to make decisions based on the application and documents provided without requiring parties to attend a hearing, except in cases involving tenancy termination or landlord entry rights.

TENANCY WITHDRAWALS DUE TO FAMILY VIOLENCE

While this provision already applies to tenants, the changes extend its scope to include situations where a tenant's children or dependents experience family violence during the tenancy. Tenants can withdraw from both fixed and periodic tenancies without financial penalty or landlord agreement, provided they give at least 2 days' notice and supply qualifying evidence of the family violence.

TENANCY TRIBUNAL JURISDICTION

If the Tenancy Services Compliance and Investigations Team files an application to the Tribunal against a landlord involving multiple tenancies, each tenancy will now be treated separately, with a financial limit of \$100,000 per tenancy. This means that multi-property landlords who fail to meet their obligations may face significantly higher penalties.

PET CONSENT AND PET BONDS

Arguably the biggest change out of the RTAA 2024 will see the allowance for tenants to keep pets at a rental property, with landlords unable to refuse this request without reasonable grounds to do so.

Set to take effect in 2025 (date to be announced), the changes will only apply to new tenancies starting after this date. The rules won't apply to existing tenancies where pets have already been allowed, and landlords cannot retrospectively put rules in place or request a pet bond if a pet resides in the property today. Here's what landlords need to know:

PET CONSENT FRAMEWORK

Tenants will have the right to request permission to keep pets at their rental property, and landlords must manage these requests in accordance with the following guidelines:

STEP 1: INITIAL PET REQUEST

- Tenants must submit a written request to keep a pet, specifying key details such as the type, size, and number of pets.
- Landlords must respond to this request within 21 days, either approving or refusing it.

STEP 2: APPROVAL OR REFUSAL

- If granting approval, landlords can set reasonable conditions, such as:
 - » Charging a pet bond (up to two weeks' rent).
 - » Requiring professional carpet cleaning upon the tenancy's expiry.
 - » Stipulating that pets be restrained during lawful property visits, or inspections, etc
- If refusing, landlords must provide reasonable grounds for the decision, and examples of acceptable reasons include:
 - » The size or type of pet (for example, the species or breed)
 - » The property is unsuitable for the requested pet (e.g. lack of fencing or small space).
 - » Local rules or bylaws (or body corporate rules) prohibit the pet.
 - » The pet has a known history of aggression or causing damage, or has been classified as dangerous or menacing under the Dog Control Act 1996
- All approvals or refusals must be documented clearly.



PET BONDS

Landlords can now require a pet bond as a condition for approving pets, with the following guidelines:

- The pet bond can be up to a maximum of 2 weeks' equivalent rent, in addition to the general bond (maximum 4 weeks' rent).
- Only one pet bond can be charged at a time, regardless of the number of pets.
- If rent increases, landlords can request an additional payment to top up the pet bond proportionally.
- Tenants can request a refund of the pet bond when:
 - The pet is no longer at the property, or
 - The tenancy ends and there's no pet-related damage.

PET DAMAGE LIABILITIES & FINES

Under the new rules, tenants are liable for the full cost of any damage to the premises as a result of them keeping the pet, outside of fair wear and tear. The legislation also creates new unlawful acts and fines, both for a landlord who refuses consent to keep a pet without reasonable grounds for refusal, and for a tenant to keep a pet without the landlord's written consent or without complying with the owner's conditions.

DISABILITY ASSISTANCE DOGS

Disability assistance dogs, like guide dogs, are excluded from pet bond and pet consent rules. Landlord's permission is not needed and a pet bond cannot be charged for these dogs.



Need Help?

Our quick guide highlights that the depth of changes implemented by the Residential Tenancies Amendment Act 2024 requires landlords to act carefully in regards to their specific tenancy situation.

Navigating these changes can be complex, but you don't have to do it alone. At Ray White, our experienced property managers are here to provide tailored advice and support for your unique situation - whether or not you're an existing client.

Landlords can also find detailed guidance on these legislative changes and further information by visiting tenancy.govt.nz or hud.govt.nz, or contact your local Ray White property manager today to discuss how these changes may impact your tenancy.

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