

Starting a Tenancy Policy (New Zealand)

1. Purpose

This policy explains how HOME in PLACE (New Zealand) Limited (HOME in PLACE NZ) establishes a tenancy.

2. Scope

This Policy applies to HOME in PLACE (New Zealand) Limited (HOME in PLACE NZ) and its directors, Governance Committee and Advisory members and Employees (or Workers) engaged to carry out business activities on behalf of HOME in PLACE NZ.

3. Policy statement

HOME in PLACE NZ is a social housing landlord with a commitment to service delivery. HOME in PLACE NZ complies with the requirements of the Residential Tenancies Act 1986. When an applicant accepts an offer of housing HOME in PLACE NZ will act on the acceptance promptly by arranging the documentation to be completed to establish the tenancy. HOME in PLACE NZ will not include any unnecessary conditions in its agreements and will provide the applicant with information on their rights and responsibilities when starting a tenancy and signing a tenancy agreement.

Applicants have the right to have support persons, advocates and interpreters with them at the time of signing the tenancy agreement and to seek advice prior to signing.

Guiding principles

HOME in PLACE NZ will start tenancies in a way that:

- Creates a positive and sustainable relationship with the tenant;
- Provides tenants with information about their tenancy legal rights and responsibilities;
- Provide tenants with information on HOME in PLACE NZ policies;
- Ensure that HOME in PLACE NZ meets its legal and policy requirements when a new tenancy begins.

Signing a tenancy agreement

Each tenancy will be subject to a written standard form of tenancy agreement that is consistent with and provided in accordance with the Residential Tenancies Act 1986.

Tenants will be provided with:

- Signed copy of the tenancy agreement;
- Completed property condition report;
- Tenancy services handbook

A signing of a tenancy agreement will not proceed if:

- There is doubt that the person attending the signing is the applicant who has been offered the property;
- The applicant appears to be intoxicated or under the influence of drugs;
- The applicant is behaving aggressively and causing risk to others;
- It becomes apparent the applicant does not understand what is happening, whether due to language difficulties or incapacity;
- It becomes apparent the applicant does not have the necessary living skills to maintain a tenancy and there is no support plan to address the issues;
- The applicant states they no longer want to accept the offer of housing and/or the type of housing;
- It becomes apparent the property will not adequately meet the applicant's known housing needs;
- The applicant does not have all required documentation for the signing.

Duration of tenancy

The duration of the tenancy is subject to the Ministry of Social Development (MSD) eligibility. Tenants are required to inform MSD of any changes in their circumstances, this can be at any time from when they have been assessed as having a housing need and are on the social housing register through to when they are a tenant. Depending on when the change occurs will determine how MSD will review their eligibility for social housing or their rate of income related rent.

Additional terms

Any additional terms included in a tenancy agreement will not contravene the rights of the tenant afforded by the Residential Tenancies Act 1986. The following may be included in the agreement:

- Additional occupants – the tenant must notify HOME in PLACE NZ of any changes in household complement, for example, persons moving into or out of the property on a permanent basis;
- Income variation – the tenant shall notify MSD within 14 days of the income varying to have their rent re-calculated;
- Personal occupancy – it is a requirement that the tenant must personally occupy the premises;

Review of decisions

Some decisions made by HOME in PLACE NZ may be reviewable decisions. If an applicant or tenant does not agree with a decision HOME in PLACE NZ has made, they should first discuss this with a Tenancy Relations Officer. If the applicant or tenant is still dissatisfied, they will be provided with information on what next steps they can take. Applicants and tenants will be provided with contact details of services that can provide free independent advice on tenancy matters.

4. Responsibilities

All HOME in PLACE NZ workers have an obligation to:

- familiarise themselves with and ensure they have a clear understanding of HOME in PLACE NZ policies and procedures,
- observe and implement such policies, and associated procedures in delivering services to HOME in PLACE NZ clients,
- inform HOME in PLACE NZ's clients of the impact of this policy on them and assist them to understand their rights and obligations, as required,
- identify issues that require amendment to this policy document and complete the relevant documentation to propose any amendments, and
- report breaches of HOME in PLACE NZ's policies or procedures.

The relevant Group Executive Manager is ultimately responsible to:

- ensure all stakeholders within their area of responsibility are informed about HOME in PLACE NZ Policies and Procedures,
- ensure appropriate processes and controls are implemented to enable the correct application of and adherence to relevant policies and procedures, and
- ensure appropriate processes and controls are implemented to enable breaches of approved HOME in PLACE NZ's Policy and Procedures to be reported and managed.

5. Implementation and Review

This policy is listed on HOME in PLACE NZ's Controlled Documents Register and is a controlled document requiring approval of any changes. It may not be amended or shared outside HOME in PLACE NZ without approval. The policy is reviewed regularly and published on HOME in PLACE NZ's SharePoint intranet once approved. Employees receive communications and, if necessary, training on new and reviewed policies and procedures.

HOME in PLACE NZ complies with relevant contractual compliance obligations and jurisdictional laws and regulations when implementing this policy. Confirmation of internal compliance with this policy is undertaken regularly.

It is the responsibility of HOME in PLACE Group Executive Services to maintain and update the HOME in PLACE NZ's Master Policy Document, Policy Directory and the Policy Review Register, administer the review and approval process and inform and distribute new and amended policies and procedures once approved (refer PROC-011 Policy and Procedure Development Approval).

HOME in PLACE NZ Workers should refer to SharePoint Company Documents Policy and Procedure site for the latest version which takes precedent over any uncontrolled version. If this document is printed, downloaded, or saved elsewhere from this site it becomes an uncontrolled version.

For further information contact the Responsible Officer listed under Document Information.

6. Resources and related documents

Related documents

- Tenancy Agreement
- Property Inspection Report
- Tenancy Handbook
- FOR-8041-2 Additional lease Information
- FOR-8043 sign up documents
- GUI-8018-1 Sign up documents check list
- Routine inspections check list
- POL-8019 NZ Privacy Policy
- NZ Family Violence Policy
- NZ Goods Left on Premises Policy

Related legislation/standards

- [Residential Tenancies Act 1986](#)
- [Residential Tenancies Regulations](#)
- [Residential Tenancies Amendment Act 2020](#)
- [Human Rights Act 1993](#)
- [NZ Bill of Rights Act 1990](#)
- [Privacy Act 2020](#)
- [Public and Community Housing Management Act 1992](#)
- [Public and Community Housing Management \(Community Housing Provider\) Regulation 2014](#)
- Community Housing regulatory Performance Standards and Guidelines

7. Definitions

Please refer to HOME in PLACE NZ Glossary of Definitions for Policies and Procedures. Terms and definitions identified below are specific to this procedure and are critical to its effectiveness:

Term	Definition
Appeals	An appeal is defined as ‘any expression of dissatisfaction with a decision made by a social housing provider to provide or not provide a service (such as housing, transfer or priority on the housing register) or, a decision relating to a tenant or service user’s dissatisfaction of a decision made by the organisation. An application for a decision to be reversed or overturned. Includes but is not limited to: • Allocation decisions; • Level of rent or rent subsidy; • Eligibility for a housing transfer; • Permission to undertake modifications; • Permission to keep pets; • Calculation of water charges;
Complainant	Person with a Complaint ongoing with HOME in PLACE.
Complaints	An expression of dissatisfaction with an aspect of the services provided by HOME in PLACE NZ, where the complainant is unhappy with the standard or type of service. Types of Complaint include: <ul style="list-style-type: none"> • Where HOME in PLACE NZ have failed to provide or there has been a delay or problem in providing a service; • Where HOME in PLACE NZ have failed to follow or have been unfair or inconsistent in applying our policies or procedures. • Where HOME in PLACE NZ have failed to keep Tenants informed, through lack of or insufficient information • Where there has been inappropriate behaviour or attitude from a HOME in PLACE NZ worker or independent contractor.
Director	Has the same meaning as defined in the Companies Act 1993 Part 1 Section 2 Interpretation .
Employee	A person engaged under an employment agreement or award by any company in the HOME in PLACE Group.
Executive Manager	Many positions within HOME in PLACE include the title “Executive Manager”. Regardless of whether an Executive Manager heads a Business Unit, the delegated authority of each Executive Manager depends on the functions and reporting relationship of the Business Unit for which the Executive Manager is responsible. Executive Managers should refer to the document HOME in PLACE Organisational Chart in Terms of Levels of Delegated Authority for confirmation of the band of authority they hold.
HOME in PLACE (New Zealand)	HOME IN PLACE (NEW ZEALAND) LIMITED (formerly Compass Housing Services (NZ) Co Ltd) is registered in New Zealand under the Companies Act and as a charity registered with Charities NZ under the Charities Act
HOME in PLACE Group	The corporate structure that includes HOME in PLACE (as the Parent Company) and the boards of Subsidiary Companies, Governance Committees and advisory groups as created from time to time.
Independent contractor	means a party engaged directly by HOME in PLACE pursuant to a contract for services. In the context of workforce engagements, this includes sole traders, companies, or partnerships with whom HOME in PLACE enters into an agreement for the provision of specified individuals to supply specific skills, services, or consultancy arrangements. It does not include individuals engaged through labour hire agencies. Independent contractors are not employees of HOME in PLACE.

Term	Definition
Officer	Has the same meaning as defined in the Companies Act 1993 Part 1 Section 2 Interpretation in New Zealand
Parent Board	The current directors of HOME in PLACE.
Parent Company	HOME in PLACE
Residential Tenancy Agreement	A legal agreement between landlord and tenant in respect of a tenancy
Stakeholder	person or organisation that can affect, be affected by, or perceive themselves to be affected by a decision or activity, may also be called 'interested party'.
Subsidiary Boards	The appointed board of directors of a Subsidiary Company.
Subsidiary Company	A company in which HOME in PLACE owns all or at least a majority of the shares.
Tenancy	Occupancy of a property by a tenant and the duration of that occupancy.
Tenant	The person who has the right to occupy residential premises under a Residential Tenancy Agreement.
User	any person or entity that use HOME in PLACE Information or ICT Assets.
Worker (New Zealand)	<p>HOME in PLACE NZ have adopted the New Zealand Health and Safety Act (2015) Section 19's definition of a 'worker' where the term is used in policy. The definition of a 'worker' includes an individual who carries out work in any capacity for a PCBU, including work as :</p> <ul style="list-style-type: none"> • an employee; or • a contractor or subcontractor; or • an employee of a contractor or subcontractor; or • an employee of a labour hire company who has been assigned to work in the business or undertaking; or • an outworker (including a homeworker); or • an apprentice or a trainee; or • a person gaining work experience or undertaking a work trial; or • a volunteer worker; or • a person of a prescribed class.