

Fact Sheet *Your Rights*

Your Property

You have the *right* to occupy your property and to use it as your home. You have the *right* to expect that the Association will provide your property, and any furniture, fittings and appliances which are included in your agreement, to you in a reasonable state of repair, and in reasonable state of cleanliness, and with secure locks for the property.

Market Rent

You have a *right not* to have your **market** rent increased in the first year of tenancy. The exception is at Havelock House and Ainslie Village where the rent is adjusted at a set time each year. The Association may only increase your **market** rent once each year after that unless the Residential Tenancy Tribunal has endorsed otherwise.

You have a *right* to expect 8 weeks' notice in writing of any **market** rental increase. If you disagree with the proposed increase in **market** rent then you have the *right* to:

- ▶ Vacate your property before the increase takes effect in which case you must give the Association 3 weeks notice in writing of your intent to vacate the property; or
- ▶ Apply in writing to the Tribunal, generally 14 days before the proposed increase, for a review of the **market** rental increase, in which case the increase does not take effect until and will depend upon, an order of the Tribunal.

Rent

You have a *right* to expect the Association to comply with the following treatment for overdue rent:

- ▶ Noting that rent should be paid in advance, if you are in arrears 1 to 7 days, a reminder notice will be sent.
- ▶ If no payment is received within 8 to 14 days after your rent was due, a formal Notice to Remedy will be sent;
- ▶ If after 7 days from issuing the Notice to Remedy, your rent is still not paid, or a repayment agreement made, you may be issued with a Notice to Vacate your property within 14 days.

Urgent Repairs

You have a *right* to expect that the Association will complete urgent repairs as soon as it is necessary depending on the problem. Urgent repair is work that is needed to rectify: a burst water service; a blocked or broken lavatory system; a serious roof leak; a gas leak; a dangerous electrical fault; serious storm or fire damage; a failure of gas, electricity or water supply to your property; or a fault or damage likely to cause injury to person or property.

If you are unable to contact the Association or the Association fails to perform the urgent repairs, then you have the *right* to arrange for the urgent repairs to be performed up to a maximum value of 5% of your annual rent. You have the *right* to contact the emergency telephone numbers.

Ongoing Expenses

You have a *right* to expect that the Association will meet the cost of:

- ▶ All rates and taxes relating to your property;
- ▶ All services where there is not a separate metering device;
- ▶ Annual supply charge for water and sewerage; and
- ▶ All body corporate fees, if your property is a flat, unit or apartment in a body corporate.

Inspections

You have a *right* to expect that the Association will give you written notice 7 days in advance of any inspection. You have a *right* to expect that the inspection will take place at a time which is agreed as convenient to both parties. However, if both parties cannot agree on an appropriate time, then the Association can apply to the Tribunal for an order for access to your property.

You have a *right* not to allow access to your property: on Sundays; on public holidays; or before 8:00am and after 6:00pm unless you agree otherwise or it is necessary to carry out urgent repairs or for health or safety reasons.

Termination by the Tenant

You have the *right* to terminate your tenancy/occupancy agreement by giving notice in the approved form where:

- ▶ The Association breaches the terms and conditions in your tenancy agreement;
- ▶ Your property is not fit for habitation;
- ▶ A fixed term tenancy/occupancy agreement has ended; or