

# Anti-Social Behaviour Guideline

**T-229**

## Table of Contents

<b>1.</b>	<b>Introduction .....</b>	<b>3</b>
1.1	Context .....	3
<b>2.</b>	<b>Purpose and scope .....</b>	<b>4</b>
2.1	Description .....	4
<b>3.</b>	<b>Definitions and approach .....</b>	<b>5</b>
3.1	Expectation of Good Neighbour Behaviour .....	5
3.2	Definition of Anti-Social Behaviour .....	5
3.3	Approach to managing Anti-Social Behaviour .....	6
<b>4.</b>	<b>Relationship to other business processes .....</b>	<b>8</b>
<b>5.</b>	<b>Business rules .....</b>	<b>10</b>
5.1	Complaint management .....	10
5.2	Record keeping .....	10
5.3	Meeting with the tenant .....	10
5.4	Media management .....	10
5.5	Privacy Act .....	11
5.6	Notice of Remedy .....	11
5.7	Termination and Suspension .....	11
<b>6.</b>	<b>Responsibilities and handoffs .....</b>	<b>12</b>
<b>7.</b>	<b>Management process .....</b>	<b>15</b>
7.1	Guide to the Severity of Anti-Social Behaviour .....	16
7.2	Anti-Social Behaviour Process Low level .....	19
7.3	Anti-Social Behaviour Process Medium Level .....	20
7.4	Anti-Social Behaviour Process High Level .....	21
<b>8.</b>	<b>Guidance on key process steps .....</b>	<b>22</b>
8.1	Gathering information regarding the behaviour .....	22
8.2	Information gathering methods .....	22
8.3	Meeting with the Tenant to discuss Anti-Social Behaviour .....	23
8.4	Working with the Tenant to resolve the Anti-Social Behaviour issues .....	24
8.5	Applying for Termination of a Tenancy .....	24
<b>9.</b>	<b>Key Messages for External Stakeholders .....</b>	<b>28</b>
<b>10.</b>	<b>Health and safety key messages .....</b>	<b>29</b>

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

<b>Appendices .....</b>	<b>30</b>
Appendix A – HNZ Tenancy Agreement, the RTA and how they support the management of anti-social behaviour .....	30
Appendix B – Example of T-466 Request for termination of a tenancy .....	37
Appendix C – Example of T-314 Proposal for the eviction of tenant .....	44
Appendix D – Example of Eviction Memo .....	49
Appendix E – Summary of Dog Policy .....	53
<b>Tools .....</b>	<b>53</b>
Kotahi user guides .....	53
Household Action Plan (T-412) .....	53
Anti-Social Behaviour Guideline (T-488) .....	53

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 1. Introduction

### 1.1 Context

Housing New Zealand is committed to managing Anti-Social Behaviour effectively. We will:

- advise tenants of the standards of behaviour that Housing New Zealand expects
- make sure tenants are aware of the consequences of committing or permitting Anti Social Behaviour
- work in partnership with others to resolve Anti-Social Behaviour in our tenancies
- treat all complaints of Anti-Social Behaviour seriously, sensitively and support complainants by keeping them informed (subject to Privacy Act obligations)
- make sure our staff have the knowledge, tools, support, guidance and training to apply the Anti-Social Behaviour processes consistently and fairly
- address serious or ongoing Anti-Social Behaviour by terminating tenancies and applying the suspension policy when appropriate.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 2. Purpose and scope

### 2.1 Description

The purpose of this guideline is to:

- help staff support tenants and resolve Anti-Social Behaviour issues
- ensure our actions meet the requirements of the Residential Tenancies Act 1986 (RTA).

It is essential we follow through with the process to resolve Anti-Social Behaviour in a timely manner:

- in the interests of natural justice
- to ensure that we meet our RTA obligations to neighbours and other tenants
- to ensure community safety
- so that any case that is heard before the Tenancy Tribunal is supported by due process and well documented evidence.

The guidelines support tenancy managers to understand the varying levels of Anti-Social Behaviour and how to manage it. The aim is to enable the tenant to sustain their housing for the duration of their need. Anti-Social Behaviour guidelines have direct links with the suspension from Housing New Zealand Housing and Housing New Zealand Eviction policies.

The processes will give staff the tools and guidance to:

- support neighbourhoods so that all residents have peaceful enjoyment of their homes
- define the standards of behaviour we expect of our tenants
- use strategies to encourage tenants to address behaviour that impacts on their ability to sustain their tenancy
- be clear what behaviour is unacceptable and how to manage that behaviour.

**Note:**

For breaches in regards to pet nuisance see 'Managing pets' (CT-773).

### 3. Definitions and approach

#### 3.1 Expectation of Good Neighbour Behaviour

Housing New Zealand encourages tenants to act as good neighbours and expects tenants to be responsible, considerate, tolerant, concerned and law-abiding.

Each of these elements is described in detail in the table below:

Behaviour	Explanation
<b>Responsible</b>	Takes responsibility for their own actions and those of their family, guests and pets. All tenants are responsible for preventing nuisance, annoyance or disturbance to other residents in the neighbourhood
<b>Considerate</b>	Respects other's privacy and keeps noise to reasonable levels at reasonable hours. Tenants must not interfere with the peace and comfort of neighbours or deliberately offend neighbours through their actions
<b>Tolerant</b>	Understand that people have different ways of doing things and respect these differences
<b>Concerned</b>	Notice when other's behaviour is unacceptable and notify Housing New Zealand so that it can take timely and appropriate action to ensure safe neighbourhoods. Tenants should co-operate fully with Housing New Zealand staff to assist in resolving any Anti-Social Behaviour issues
<b>Law-abiding</b>	Refrain from illegal activity and comply with their Tenancy Agreement and the RTA. Tenants must not behave in a way that is harassing, violent, threatening, abusive or intimidating

#### 3.2 Definition of Anti-Social Behaviour

Housing New Zealand defines Anti-Social Behaviour as:

Any behaviour by a tenant or tenant's family member or visitor that unreasonably interferes with another person or persons' right to the use and enjoyment of their home or neighbourhood.

Anti-Social Behaviour includes (but is not limited to) the behaviour described in the table below:

Behaviour	Explanation
<b>Harassment and intimidation</b>	At times a tenant and/or household members or associates intimidate neighbours or staff by: <ul style="list-style-type: none"> <li>• congregating in intimidating groups</li> <li>• verbally abusing neighbours</li> <li>• making threats of violence</li> <li>• threatening agents of Housing New Zealand, staff and their family</li> </ul>
<b>Assault</b>	Physical violence towards neighbours, Housing New Zealand staff or agents (Refer to unlawful activity under Section 11 of the RTA)
<b>Noise nuisance</b>	Parties, car noise, music noise, noise at unreasonable hours over a sustained period <b>Note:</b> <ul style="list-style-type: none"> <li>• Noise does not have to be at night to be considered a nuisance</li> <li>• pet nuisance is covered in 'Managing pets' (CT-773)</li> </ul>
<b>Vehicle nuisance</b>	Inconsiderate parking, abandonment, and vehicle repairs
<b>Deliberate</b>	Includes vandalism and graffiti. Also includes litter and rubbish dumping, which

Behaviour	Explanation
<b>property damage</b>	can lead to pests
<b>Illegal activity</b>	<p>Housing New Zealand does not tolerate unlawful activity at its properties. Examples include where the tenant and/or others at the property are involved in, permit or have knowledge of:</p> <ul style="list-style-type: none"> <li>the growing, manufacturing, using or selling of illegal drugs</li> <li>receiving or selling stolen goods at the tenancy</li> <li>breach of Council by-laws or other statute.</li> </ul> <p>Note: Tenants may claim they had no knowledge of the unlawful activity and/or did not give permission for the unlawful activity. This does not prevent Housing New Zealand from taking action against the tenant to terminate the tenancy.</p>

The following identifiers may be characteristics that assist in identifying where a tenant requires a higher level of support to help them manage their own circumstances:

- frequency and type of damages
- number of complaints
- unsanitary/unhealthy living environment
- number of Section 56 notices
- number/frequency of tribunal orders (recidivist debtor, or continued minor infringements)
- number of people in the house greater than the number permitted in the tenancy agreement
- neighbour feedback regarding poor behaviour that impacts on the community
- anecdotal history of poor management of house, for example: not clean, rubbish, lack of grounds maintenance and unhealthy or unsanitary interior of house.

### 3.3 Approach to managing Anti-Social Behaviour

Housing New Zealand's approach to addressing Anti-Social Behaviour is based on four key elements, as outlined in the table below:

Element	Explanation
<b>Promoting good neighbour behaviour</b>	<p>Collaborating, partnering and developing strategic relationships with government and non government agencies</p> <p>Facilitating a range of practical solutions and activities that encourage communities to connect positively to support each other</p> <p>Acknowledging good behaviours when observed</p>
<b>Preventing Anti-Social Behaviour</b>	<p>Setting the scene at the start of the tenancy by emphasising the sections in the Tenancy Agreement that relate to tenant responsibilities</p> <p>Having courageous conversations immediately when behaviour is identified as not acceptable</p>
<b>Resolving emerging Anti-Social Behaviour issues</b>	<p>Getting involved as soon as Housing New Zealand is aware there is an issue</p> <p>Work on the root cause of the behaviour, to remedy the issue</p> <p>Monitor progress against a Household Action Plan (HAP)</p>
<b>Addressing serious or ongoing Anti-Social Behaviour</b>	<p>Steps will be taken to end the tenancy where the ASB is so serious that it cannot be rectified (for example assault on a staff member).</p> <p>Housing New Zealand will also seek to end the tenancy if the ASB continues</p>

Element	Explanation
<b>issues</b>	over a long period of time, without resolution

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 4. Relationship to other business processes

Anti-Social Behaviour processes and procedures are integral to other business processes. The Anti-Social Behaviour process begins with the identification of an issue. In most cases this is through a complaint being received. Receipt and acknowledgment of a complaint is the first step in the process of managing Anti-Social Behaviour. The process for recording and managing the complaint needs to be read in conjunction with the Anti-Social Behaviour guidelines.

Anti-Social Behaviour may result in the termination of a tenancy. Processes that need to be followed, together with submission for termination of a tenancy via a 90 day notice and/or Tenancy Tribunal application include suspension and eviction processes.

Tenancy managers need to make sure that Health and Safety processes are followed. This is particularly important when working through a termination of a tenancy where the tenant may be more volatile than usual. All incidents that pose any form of threat to a staff member, their family or any agent of Housing New Zealand, must be reported. It does not matter how small or insignificant the incident may seem. Reporting the incident is done through the HR hub in ourSpace.

Tenancy managers need to be aware of Reviews and Appeals, Customer Feedback and Service Recovery guidelines. Any requests for waivers of suspension and/or requests to review our decisions must be escalated to the area manager.

A full list of related processes, forms, letters and legislation is provided below:

Processes	
Complaints – Procedure; Record and assign feedback/complaint. Tenancy Management guidelines	<a href="#">OurSpace Show me how Manage Tenancies – Manage tenant relationships – Manage tenancy issues</a>
Household Action Plan	<a href="#">T-412</a>
Methamphetamine (P) and Housing New Zealand Tenancies	<a href="#">T-126</a>
Staying safe and secure	<a href="#">HS-205</a>
Suspension from eligibility for State Housing	<a href="#">OurSpace Show me how Manage Tenancies – Manage tenant relationships – Manage tenancy issues</a>
Evict Tenant	<a href="#">CT-750</a>
Managing pests	CT-773
Application to waive suspension from eligibility for HNZ housing	<a href="#">T-481</a>
Management of current debt	<a href="#">T-107</a>
Management of vacated debt	<a href="#">T-108</a>
Mediation/Tenancy Tribunal	<a href="#">T-109</a>
Vacations/abandonments	<a href="#">T-111</a>
Customer First Procedure	<a href="#">CF-101</a>
Records retention and disposal	<a href="#">R-105</a>
Forms	
Check-sheet Guide	<a href="#">T-488</a>
Incident Summary	<a href="#">T-463</a>



Interview sheet	<a href="#">T-464</a>
Anti-Social Behaviour dialogue plan	<a href="#">T-465</a>
Request for termination of a tenancy	<a href="#">T-466</a>
Household Action plan	<a href="#">T-412</a>
Proposal for the eviction of tenant	<a href="#">T-314</a>
Agreement to keep an animal on the property	<a href="#">T-352</a>
Request for approval of suspension from eligibility for state housing	<a href="#">T-480</a>
Safe work plan	<a href="#">HS-305</a>
<b>Letters</b>	
Property and Tenancy Inspection 48 hours notice	<a href="#">05-010</a>
Breach of Tenant Responsibilities	<a href="#">05-020</a>
Termination other than rental debt	<a href="#">05-030</a>
Tenant Damage	<a href="#">05-250</a>
Breach of tenant responsibilities – section 40(2) (c)	<a href="#">05-090</a>
Failure to allow entry to the property for an inspection	<a href="#">05-080</a>
Meeting request to discuss issues or complaints	<a href="#">05-160</a>
Meeting request to discuss ongoing issues or complaints	<a href="#">05-170</a>
Non-attendance at meeting to discuss issues or complaints	<a href="#">05-180</a>
Outcome of complaint	<a href="#">05-190</a>
Summary of meeting to discuss issues or complaints	<a href="#">05-200</a>
Notification of suspension consideration	<a href="#">02-010</a>
Confirmation customer is not suspended	<a href="#">02-020</a>
Confirmation customer is suspended	<a href="#">02-030</a>
<b>Legislation and protocols that impact on ASB</b>	
Residential Tenancies Act 1986 and amendments	
Privacy Act	
Trespass Act 1980	
Official Information Act	
Local Body by laws	
MOU Police	
Agreement for sharing information about Child Sex Offenders with Corrections	
Interagency Protocol with Child Youth and Family	

## 5. Business rules

The following business rules must be observed to ensure that Anti-Social Behaviour is managed in a consistent manner:

### 5.1 Complaint management

All complaints must be acknowledged within two working days

All complaints should be resolved in ten working days. If this is not possible, the complainant must be advised of progress within the ten working days

Complainants must be encouraged to report unlawful activity to the Police. Housing New Zealand staff need to work collaboratively with the Police in line with our MOU

Complaints must be advised of progress and outcome within the requirements of the Privacy Act

Complaint severity must be rated as **Low**, **Medium** or **High**

The tenant must be contacted as soon as possible after a complaint against them is lodged.

If a resolution can not be reached where the complaint is at the lower end then the process escalates to a medium level. Where there is still no resolution, the issue escalates to a high level process. Ultimately where a tenant will not change their Anti-Social Behaviour, the outcome will be termination of the tenancy.

### 5.2 Record keeping

All actions and decisions must be recorded in Kotahi

The customer risk register must be reviewed and updated where appropriate

Any discussions or meetings with the customer against whom a complaint has been made must be confirmed in writing and copy saved in the S Drive (S:\WLG\HI Hsg Initiatives\00 All Properties) then appropriate folder and file. A copy must also be placed on the tenant hard file

All evidence gathered including but not limited to; statements, photos and Police reports must be stored on the S Drive (S:\WLG\HI Hsg Initiatives\00 All Properties) using appropriate folder and subfolder. A copy must be put on the tenant hard file.

### 5.3 Meeting with the tenant

A face-to-face meeting must be arranged with the tenant for medium and high level complaints

A dialogue plan must be prepared for medium and high level complaints. This ensures that the investigation and conversations with the tenant cover off all aspects.

### 5.4 Media management

The area manager must be informed if the behavioural issue is likely to raise media or community interest

If the area manager is informed that the Anti-Social Behaviour case is likely to go public then the area manager must inform the regional manager and communications. The regional manager will inform the General Manager Tenancy Services.

## 5.5 Privacy Act

The provisions of the Privacy Act must be upheld to protect the complainants' and the customer's privacy. The Privacy Act sets out principles for the collection, storage, use and disclosure of personal information which Housing New Zealand must adhere to. See Housing New Zealand's Guide to the Privacy Act which can be found on ourSpace – search with key words 'Guide Privacy Act'.

## 5.6 Notice of Remedy

A notice of remedy (NOR) must meet the requirements of the RTA. Breaches issued under Section 56 allow the recipient of the breach 14 days from receipt of the breach to remedy. Staff can follow up after:

- 14 days where the breach is hand delivered
- 14 days plus 2 working days if the notice was placed in the tenant(s) mailbox
- 14 days plus 6 days if the letter is mailed.

## 5.7 Termination and Suspension

If an Anti-Social Behaviour case is likely to result in termination the tenancy manager must discuss the possibility of suspension with their senior tenancy manager or area manager before advising the customer. The customer must be advised that this would mean they would not be eligible for another Housing New Zealand house for a period of 12 months from the date the property is vacated.

All cases of Anti-Social Behaviour must have signed approval of the General Manager Tenancy Services before proceeding to issue a 90 day notice or have an application to the Tenancy Tribunal for termination of the tenancy. Where applicable a submission for suspension from Housing New Zealand housing must be included with submission for termination of the Tenancy.

There is provision in exceptional circumstances where a Housing New Zealand business initiated transfer of a tenant may be considered. This requires sign off by the regional manager.

## 6. Responsibilities and handoffs

The following table describes the responsibilities of the key roles involved in managing Anti-Social Behaviour.

Hand off and responsibility	Receive Complaint and enter into Kotahi	Acknowledge complaint	Resolve complaint	Provide support to resolve	Write up submissions (for termination of tenancy, suspension and eviction)	Close off case
<b>Housing Advisor</b>	Primary recipient of complaint	Assigns to TM (through Kotahi)				
<b>Tenancy Manager (TM)</b>	Receives complaint directly from complainant, or from Area Manager, or from the community	Within two working days	Is responsible for addressing the complaint through to resolution	Identifies and requests support needed to resolve complaint. Support may be from peers and management, or from external agencies	Writes submission and gathers supporting documentation, with assistance from STM if required	Attends own evictions with STM Closes ASB case where issues resolved Sees through to vacation or termination of the tenancy where termination approved
<b>Senior Tenancy Manager (STM)</b>	Receives complaint directly from complainant, or from Area Manager, or from the community	Within two working days	Is responsible for addressing the complaint through to resolution	Identifies and requests support needed to resolve complaint. Support may be from peers and management, or from external agencies Provides advice to tenancy managers where required. Coaches tenancy managers to manage ASB cases	Will support TM to write submissions Writes own submissions and gathers supporting documentation	Attends own and tenancy manager evictions Closes ASB case where issues resolved Sees through to vacation or termination of the tenancy where termination approved

Hand off and responsibility	Receive Complaint and enter into Kotahi	Acknowledge complaint	Resolve complaint	Provide support to resolve	Write up submissions (for termination of tenancy, suspension and eviction)	Close off case
				independently in the longer term Highlights any potential Red Flags to area manager		
<b>Area Manager (AM)</b>	Receives complaint directly from complainant, or from the community or from RM	Within two working days	Responsible for resolving any complaint assigned or escalated to them	Provides guidance and support to TMs and STMs with complex cases. Takes a strategic overview of the team ASB cases and highlights any risks to RM. Coaches STMs and TMs to manage ASB cases in the longer term.	Proofs the submissions for RM to consider.	Monitors outcomes of ASB cases Attends evictions where STM is unavailable Reports back to Regional Manager and General Manager Tenancy Services when eviction completed
<b>Regional Manager (RM)</b>	Receives complaint directly from complainant or from the community or from GM, or as Ministerial	Assigns some cases to AM to manage Other cases acknowledged by RM within two working days	Responsible for resolving any complaint assigned or escalated to them	Provides support and coaching to AM where needed. Takes a strategic overview of management of ASB across the region. Advises GM of any potential risks.	Signs off and approves submission for termination of tenancy checks proposals for Eviction and suspension submissions for GM to consider.	

Hand off and responsibility	Receive Complaint and enter into Kotahi	Acknowledge complaint	Resolve complaint	Provide support to resolve	Write up submissions (for termination of tenancy, suspension and eviction)	Close off case
<b>General Manager (GM)</b>	Receives complaint directly from complainant, or from the community or from CE, or as Ministerial	Assigns some cases to RM to manage Other cases acknowledged by GM within two working days	Responsible for resolving any complaint assigned or escalated to them	Takes a national strategic view and monitors risks	Considers submissions for suspension and eviction for approved or declined, with support from the Legal Team. Assigns back to the region once approved/declined	

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 7. Management process

The Anti-Social Behaviour Management process allows staff to moderate their response to the seriousness of the situation. The appropriate response will differ depending on whether the severity of the Anti-Social Behaviour has been judged as high, medium or low.

The table on the following page provides a Guide to the Severity of Anti-Social Behaviour and helps the staff member to decide whether the behaviour is high, medium or low severity. Ultimately this is a judgement call on the part of the staff member or manager.

The three flow charts which follow outline the process for managing high, medium or low severity Anti-Social Behaviour:

- high severity - termination is a likely outcome
- medium severity - may need to arrange for support from third parties, set up a household action plan and monitor the situation
- low severity - in most cases a verbal or written warning will be given.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 7.1 Guide to the Severity of Anti-Social Behaviour

The table below is a guide to determining the severity of Anti-Social Behaviour. It is not inclusive of all possible scenarios. Where there is uncertainty discuss with senior tenancy manager or area manager. The aim is to resolve the issues and sustaining the tenancy, wherever possible.

**Note:** For pet nuisances refer to 'Managing pets' (CT-773)

Severity <b>Low</b> / <b>Medium</b> / <b>High</b>		
Severity	Definition	Example
<b>1 - LOW</b>  First or second occurrence	Minor negative impacts on neighbours should be easy to resolve Low risk of harm to others Low intensity and duration Low level of seriousness First or second event	One-off excessive noise (Music, Party) Car Engine or motorbike revving, beeping of car horn early or late at night Car blocking access Unkempt lawns and grounds Rubbish and/or junk/ car wreck Swearing using abusive language. Threatening behaviour towards neighbours Suspicion of drug use Suspicion of storing stolen goods Neighbours having disputes Anonymous complaint about a tenancy Minor property damage
<b>2 - MEDIUM</b>  Three or more occurrences in 12 months. Behaviour unlikely to improve without support being put in place	Moderate impact, intensity or duration Moderate level of seriousness Repeated negative impact on neighbours Requires a HAP and longer term support May require partnering and support from other agencies and services to resolve	Rubbish and/or junk/ car wreck(s) Neighbours having disputes Parking disputes in shared driveways blocking access Rent arrears on 2 or more occasions in last 12 months (refer recidivist debtor process) Continual unkempt lawns, vermin or property damage Holes in walls on a semi-regular basis Rubbish in yard or shed Complaint about an alleged gang house and intimidation of neighbours Regular verbal abuse and/or threats/actual physical contact Keeping unauthorised pets at property (refer 'Managing pets' (CT-773))



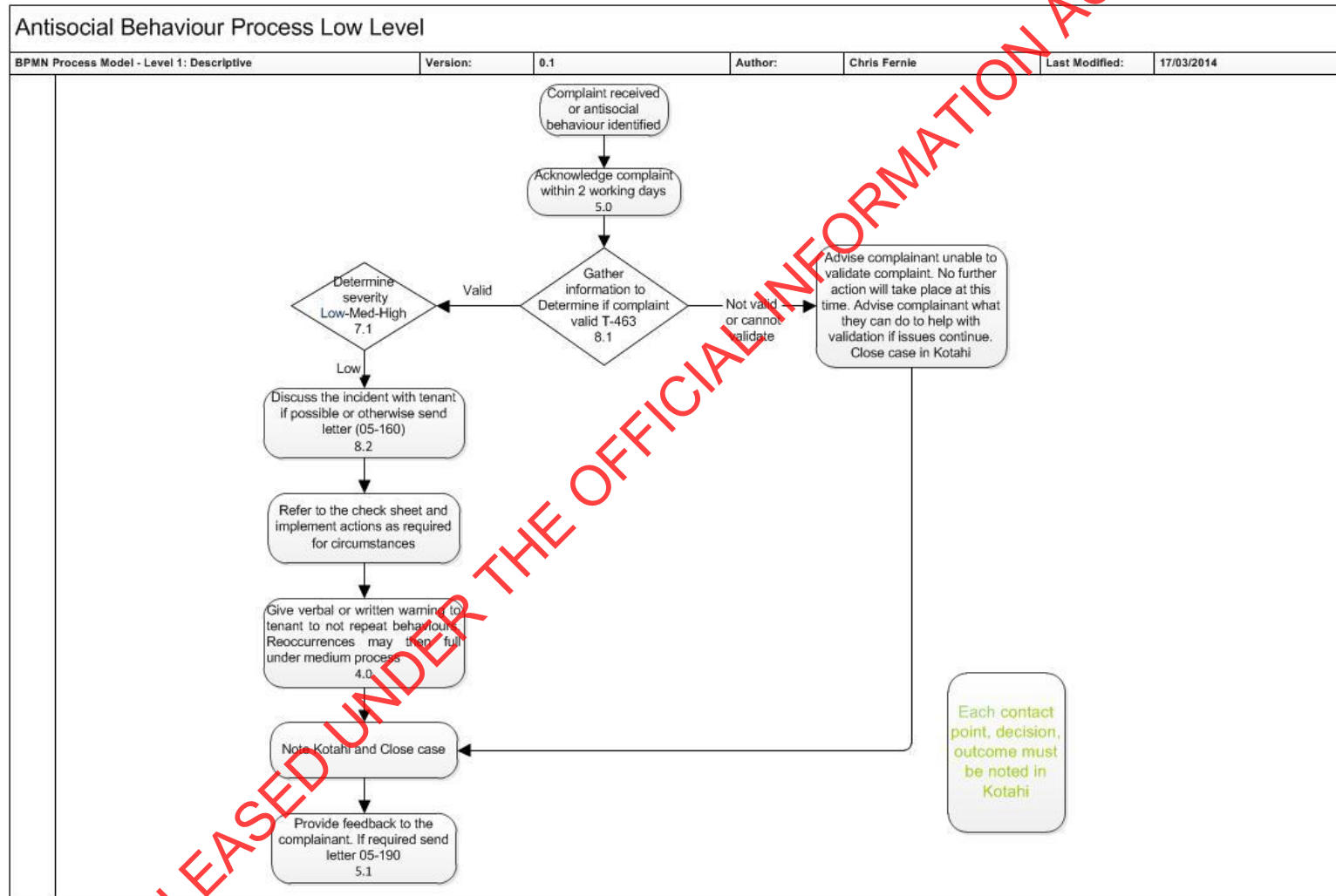
Severity <b>Low</b> / <b>Medium</b> / <b>High</b>		
Severity	Definition	Example
		<p>Complaint of an alleged drug house</p> <p>Ongoing operations by Police with nothing substantiated as yet (work with Police)</p> <p>Gang patches worn in communal areas on a regular basis</p> <p>Continual Texting/emailing TM with vexatious complaints or requests</p> <p>Hanging or attaching unacceptable/offensive items over fence</p> <p>Continual unjustified complaints about neighbour(s), Housing New Zealand staff or Housing New Zealand agents</p>
<p><b>3 - HIGH</b></p> <p>Regular and ongoing issues</p> <p>Behaviour and safety of community at risk</p> <p>Three or more events in 12 months possible wilful damage and/or extensive malicious property damage</p> <p>issue continually creating negative impact on the lifestyles of the neighbours</p> <p>Household Action plans and support strategies have failed</p> <p>Risk of Ministerial, Media involvement</p> <p>Risk of serious injury</p>	<p>Issue continually creating negative impact on the lifestyles of the neighbours</p> <p>Household Action plans and support strategies have failed</p> <p>Risk of Ministerial, Media or Member of Parliament involvement</p> <p>Risk of serious injury</p> <p>High intensity</p> <p>High level of seriousness</p> <p>Issues regular and ongoing</p>	<p>Continued excessive noise (party, music, Vehicle) despite mediation</p> <p>Ongoing abuse claims by neighbour(s), prolonged exposure to this behaviour</p> <p>Ongoing family disputes, police continually in attendance</p> <p>HAP has been ineffective in resolving issues</p> <p>Unkempt house, Lawns, rubbish, or vermin</p> <p>Intentional, wilful and severe property damages</p> <p>Physical attack on neighbour causing injury</p> <p>Threatening neighbour with a weapon</p> <p>Physical altercation between tenants</p> <p>Dangerous dog remains on the property despite NOR to remove the dog – refer 'Managing pets' (CT-773)</p> <p>Threatening neighbour's family</p> <p>Continual use of drugs at property</p> <p>Cultivation/manufacture and supply of any class of controlled drugs, as set out in the misuse of Drugs Act 1975</p> <p>Tenant charged with drug offences</p> <p>Tenant charged with storing and/or selling stolen goods from property</p> <p>Tenant charged with a criminal offence against a neighbour or another tenancy</p> <p>Continual blocking driveway, intimidation, causing neighbour ongoing</p>

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

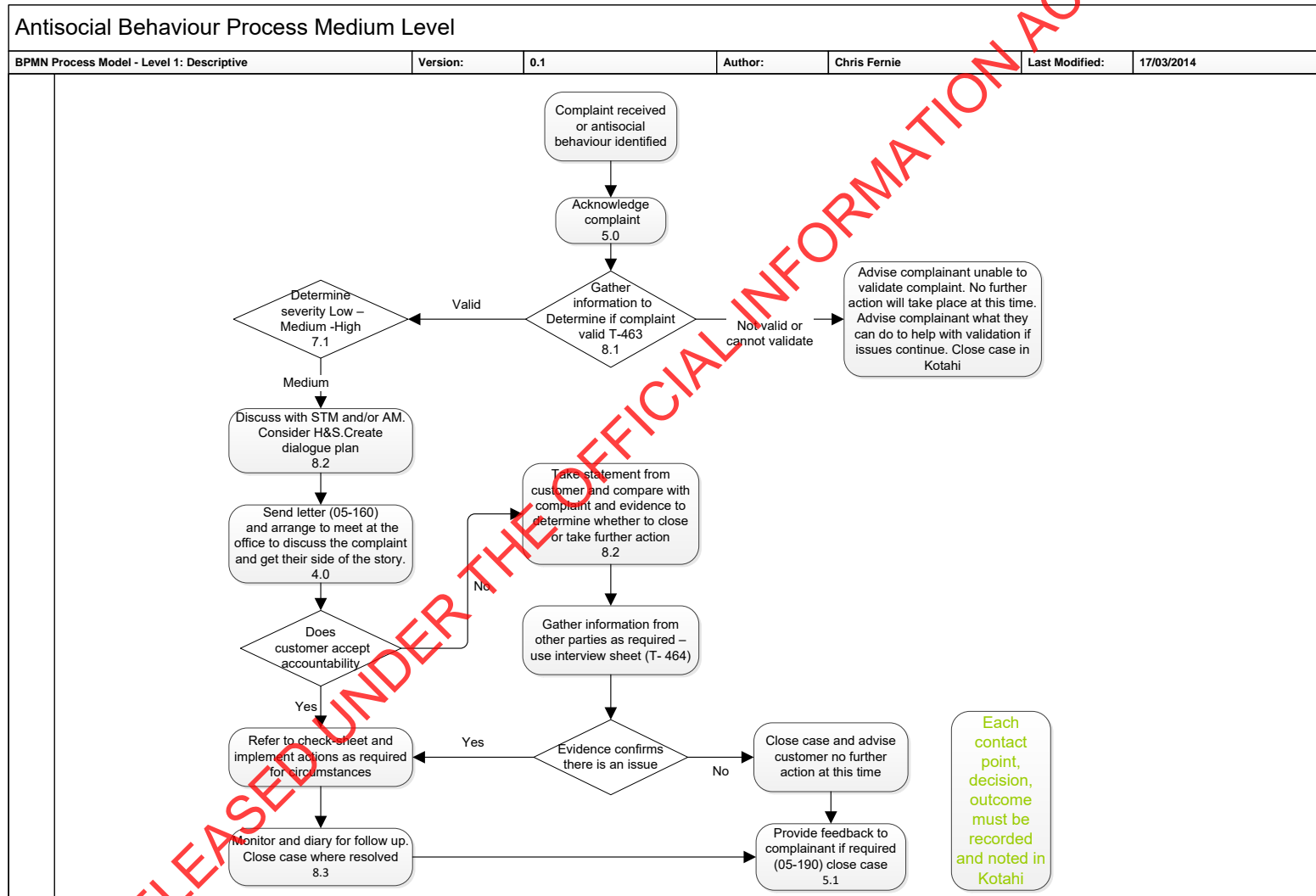
Severity <b>Low</b> / <b>Medium</b> / <b>High</b>		
Severity	Definition	Example
		distress unable to remedy

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

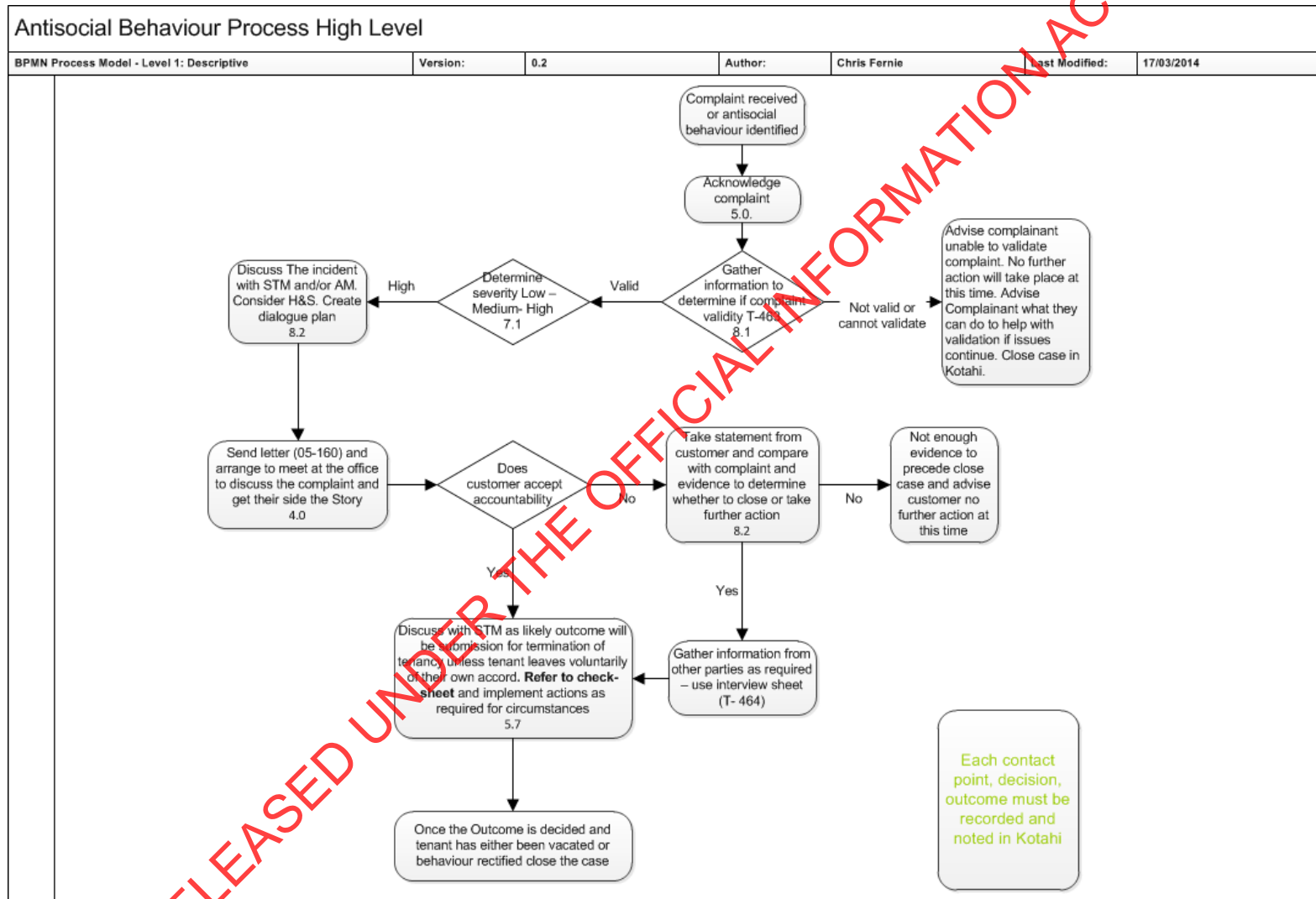
7.2 Anti-Social Behaviour Process Low level



7.3 Anti-Social Behaviour Process Medium Level



7.4 Anti-Social Behaviour Process High Level



## 8. Guidance on key process steps

This section provides advice on "how" to carry out key process steps in the flow charts above, namely how to:

- gather information regarding the behaviour
- meet with tenants to discuss Anti-Social Behaviour
- work with tenants to resolve Anti-Social Behaviour issues
- apply for termination of a tenancy.

### 8.1 Gathering information regarding the behaviour

When investigating a complaint or issue, the methods used to gather information must:

- be transparent
- provide strong-enough evidence to stand up to public scrutiny.

To ensure accuracy and usability:

- collect information as soon as possible after the incident
- collect information from direct witnesses wherever possible
- place the information on record as soon as practical including putting notes in Kotahi
- information is to be stored in the S drive (S:\WLG\HI Hsg Initiatives\00 All Properties) using appropriate folder and subfolder and a copy is put on the tenant hard file.

### 8.2 Information gathering methods

The following methods may be used to gather information:

#### Unannounced home visits

Unannounced visits should only be used when all other attempts to contact the person have failed. Where it is not convenient for the tenant to talk at the time of the unannounced visit, you must arrange another meeting time.

The tenant is not obliged to grant you access to the property and may ask you to leave at any time. Before you make an unannounced visit, review the Customer Risk Register, to assess level of risk involved in visiting the tenant unannounced. Make sure you have a safety plan in place before you visit.

Place notes in Kotahi where any unannounced or prearranged visit has not resulted in having a meeting with the tenant.

#### Requesting information from the complainant and third parties

When gathering information from a complainant or other parties, do not use "leading" questions. An example of a leading question is "what do you think are the reasons for this behaviour?" Allow the complainant to explain the situation in their own words, tell their story. Practice attentive listening and where necessary paraphrase to make sure you have heard them

correctly. Ask open ended questions; **what** happened, **why** is this causing a problem, **who** was involved in the incident, **how** did you get involved.

Get complainant or third party to write everything down in an incident summary form ([T-463](#)) or on a note pad if you do not have a form with you. Details needed to be recorded are:

- date and time of incident
- where did the incident take place
- who did it involve
- did anybody else see or hear this? Who
- what happened. What did you see. What did you hear
- what did you do
- did you inform anyone else? (for example, Police, noise control) include any reference/enquiry numbers that they provide)
- if speaking to complainant: How did this affect you.

Read back to the interviewee what you have written and ask them to sign and date the statement as correct. Where possible get a typed copy of the interview signed by the interviewee. It is important to have a meeting with the tenant to make sure the tenant has had the opportunity to give their side/version of events. It is essential to keep an open mind until all evidence is gathered and all parties have been interviewed. Place a copy in the S drive (S:\WLG\HI Hsg Initiatives\00 All Properties) using appropriate folder and subfolder and make sure a copy is put on the tenant hard file.

### Interviewing vulnerable people

Vulnerable people may include:

- people who have known mental health concerns
- young or elderly people
- people with communication difficulties.

To make sure the process is fair and they understand the situation, you should encourage the person to have a support person present. If an interpreter is required, you should arrange for one to be present at the interview. Young people under 18 must always have a parent or other support person present when you interview them.

## 8.3 Meeting with the Tenant to discuss Anti-Social Behaviour

Always prepare by going through the records held on a tenant before meeting to discuss Anti-Social Behaviour issues. It is most important that you identify any health and safety risk before you arrange the meeting (by studying CRIP records).

Create a Dialogue Plan (see template [T-465](#)) to set the agenda before meeting with the tenant to discuss a medium or high severity issue. The Dialogue Plan is a useful checklist that sets out topics you may need to cover. It highlights the supporting documentation needed for the meeting. The Dialogue Plan is created by a Tenancy Manager with input from a Senior Tenancy Manager if required. The factors listed below will impact on what is put in your dialogue plan:

- previous history of ASB
- what was the unacceptable behaviour

- how did it happen
- who caused it
- what actions have been taken previously
- is the tenant risk rated
- are there previous mediation/Tribunal records
- how long has the tenant resided at the premises
- who are the other household members
- what is the financial circumstance of the tenant
- are there any mental health/health and disability issues
- have there been any incidents or indications of domestic violence
- have there been any incidents or indication of a drug issue.

This background information will help you decide how to approach the meeting with the tenant. Your approach will differ depending on whether it is an isolated or repetitive issue.

The tenant must be given the opportunity to hear the case against them and provide their side of the story.

#### **8.4 Working with the Tenant to resolve the Anti-Social Behaviour issues**

The tenant needs to be willing to work with Housing New Zealand and/or other agency(s) to overcome the cause of the behaviour(s).

The tenancy manager:

- is not a social worker and will not be fulfilling that role with the tenant
- will have good relationships with agencies that can support tenants to overcome their behaviour(s) that are putting their tenancy at risk
- will put a Household Action Plan (HAP) together with the tenant that will support resolution of the issues impacting on the sustainability of the tenancy
- will monitor that the tenant has complied with the plan.

The Household Action Plan (HAP) must be meaningful and designed to address the behaviour. The Tenant owns the plan. It is the tenant(s) responsibility to make the plan work.

Child Youth and Family must be notified where Housing New Zealand believes that children are potentially at risk of harm. The decision as to whether a notification needs to be made must be discussed with the Area Manager prior to making the notification.

#### **8.5 Applying for Termination of a Tenancy**

Application may be sought to terminate the tenancy where the Anti-Social Behaviour is of high severity. This can be due to low or medium level severity behaviours not being able to be resolved. These then become high severity as they can not be resolved. Termination of a tenancy is a serious step which will impact the lives of our tenants and their families. Before deciding to put in a submission to end a tenancy, make sure that you have:

- done everything you can to resolve the issues and support the tenant to change their behaviour



- checked with senior tenancy manager or area manager before taking this action.

Make sure that you have all the supporting evidence required to get sign off. Remember the tenant can ask for a review of our decision to terminate their tenancy.

The factors that need to be considered when thinking of terminating a tenancy are outlined in the table below.

Circumstances	Nature of behaviour
<p>What are the circumstances that have given rise to terminating the tenancy?</p> <p>Why do the circumstances fall within the definition of serious ASB?</p>	<p>Does the alleged behaviour constitute a breach of the Residential Tenancies Act 1986?</p> <p>Does the alleged behaviour involve damage to property, physical injury to any person or psychological injury to any person?</p> <p>Are the issues ongoing and have we tried to address the behaviour previously?</p> <p>Was the source of the information or complaint about the tenant's alleged behaviour from a reliable source. Was it verified?</p>

### Submissions required

The decision to terminate the tenancy must be approved by the Regional Manager before any action is taken (including referral to tribunal specialists). Examples of the completed Request for Termination of Tenancy ([T-466](#)) are provided in Appendix B.

A submission for suspension from Housing New Zealand housing will usually be included with the submission for termination of the tenancy. Suspension from Housing New Zealand housing requires General Manager Tenancy Service's approval. Examples of the completed Suspension from eligibility for Housing New Zealand Housing form ([T-480](#)).

A submission for eviction can only be actioned where Housing New Zealand has termination of the tenancy and possession of the property through a Tenancy Tribunal order. This includes 90 day notices where the tenant has not or will not leave at the end of the 90 day notice period. In these cases application to the Tenancy Tribunal must be made for termination and possession of the tenancy to Housing New Zealand before we can proceed with an eviction submission. General Manager Housing Service's approval is required. Examples of the completed Proposal for the Eviction of a Tenant ([T-314](#)) are provided in Appendix C.

### Mechanism for termination of tenancy

Termination is effected through either a 90 day notice, or through a tenancy tribunal application backed up by a 90 day notice. The choice of mechanism to terminate the tenancy depends on the following considerations:

- The issuing of a 90 day notice is the first option to end the tenancy. A 90 day notice must always be issued before an application is made to the Tenancy Tribunal for termination.
- Housing New Zealand may choose to terminate the tenancy with only a 90 day notice if there is a risk that the Tenancy Tribunal may not grant termination. This may include, but is not limited to, cases where a tenant has been charged with an unlawful act but has yet to be convicted through the courts of the unlawful act. Other reasons could be that neighbours refuse to provide evidence of the behaviour because of intimidation.

- It may be appropriate to apply to the Tenancy Tribunal for early termination if the tenancy poses a risk to persons or property and it is unacceptable to wait for the expiry of a 90 day notice. A 90 day notice must still be issued in such cases, so that it is in place if the application is unsuccessful. The 90 day notice must be issued before a tenancy tribunal application is made to terminate the tenancy in every case. This is to prevent the 90 day notice from being viewed as retaliatory, in which case Housing New Zealand may be barred from issuing a 90 day notice.

It is essential that the Tenancy Manager discusses the case with the Tribunal Specialist prior to putting together the submission for termination of the tenancy. The discussion with the tribunal specialist will ensure that the recommendation as to whether to also make an application to Tenancy Tribunal or not has had the benefit of the opinion of tribunal specialist.

**NOTE:** Refer to ourSpace for details on submissions to terminate tenancy through 90 day notice and/or Tenancy Tribunal ([T-466](#)). Refer to Residential Tenancy Act 1986 Sections 55 and 56

### Evidence required when seeking termination through the Tenancy Tribunal

Make sure that you have built your case and managed the situation correctly before applying to the Tenancy Tribunal. The list of evidence is not limited to the table below. All other evidence that has been collected should be included. All evidence and documents are to be stored on the S Drive (S:\WLG\HI Hsg Initiatives\00 All Properties) using appropriate folder and subfolder.

### Tribunal scenarios

Scenario	Criteria to escalate for Tribunal	Evidence required	Action
<b>Car Wrecks</b>	Breach letter expired with no remedy Continual car wrecks 3 within 12 months	Tenancy Agreement Copy of Breach Letter(s) Photographs (include photos of expired WOF & Registration) Summary of enquiries to identify owner Estimate of removal cost	A 90 day notice should be issued. Only apply to Tenancy Tribunal if car wrecks are discovered on more than 3 occasions within a 12 month period.
<b>Current Damages</b>	Breach letter expired with no remedy No remedy/arrangement Wilful or malicious damages Continual damages (3 occurrences' in last year	Tenancy agreement Copy of Breach letter(s) Photographs Property condition reports ( at least two, initial and final report) Copy of Improved behaviour Action Plan <a href="#">T-308</a> damages form signed by tenant Kotahi notes Tenant Statement Damages Household Action Plan not kept to (supports case of trying to remedy issues)	A 90 day notice and Tenancy Tribunal application for termination and recovery of cost of damage
<b>Illegal Structure</b>	Breach letter expired with no remedy	Tenancy Agreement Copy of Breach Letters(s) Council infringement notice(s)	A 90 day notice where a health and safety risk exists, supported by a Tenancy Tribunal

Scenario	Criteria to escalate for Tribunal	Evidence required	Action
		Neighbour information/complaint(s) Police information where applicable Tenancy Managers report with details and timeline Photographs of structure	application.
<b>Breaches of Tenancy agreement: Nuisance (noise, parties, threats, abuse, physical violence, neighbour disputes, illegal activities etc.</b>	At expiry of breach letter with no remedy No remedy or continuance of behaviour/problem Issue is of such a nature warrants urgent request to Terminate Tenancy via Tribunal.	<b>As applicable:</b> Tenancy agreement Suspension submission Copy of breach letter(s) Photographs Police reports/statements Neighbour Statements Council infringement notices Noise control documentation Other third party reports General reports Kotahi Notes Tenancy Manager report and timeline	Noise, parties, threats and abuse 90 day notice. An application to the Tenancy Tribunal should also be made where physical violence or illegal activities can be supported by evidence.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 9. Key Messages for External Stakeholders

Frontline staff may need to engage with external stakeholders and agencies to develop Household Action Plans to address Anti-Social Behaviour. Reinforce Housing New Zealand's expectations of good neighbourly behaviour, and the consequences of Anti-Social Behaviour, through the use of consistent and proactive messages.

The key messages are:

- **Most are good neighbours** - The vast majority of our tenants are good neighbours, but those who aren't can have a huge impact on those who live around them
- **Tenant's behaviour** - Every tenant has the right to enjoy their home - as long as it doesn't impact on the lives of their neighbours
- **Care of property** - Tenants have responsibility under the Tenancy Agreement ([T-319](#)) for the property, including the behaviour by members of their household
- **Promoting a proactive approach** to intervene and manage difficult tenancies, by taking action early to resolve the behaviour where possible.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## 10. Health and safety key messages








The hazards faced by staff when working in the office or community are documented in the staying safe and secure guidelines. These are available to all staff through the intranet Me and My Work.

It is imperative staff follow the health and safety processes to minimise the risk of finding themselves in a dangerous situation with a customer, either in the office or out in the field.

No matter how small any event or incident is perceived, it must be reported. This is done through ourSpace and found under I need it now, HR Hub. A CRIP risk assessment must be undertaken and the outcome recorded in Kotahi. Where appropriate a risk rating must be established in Kotahi and approved by the area manager.

Before visiting any tenant for any reason, a review must be undertaken to identify if they are risk rated or not. If risk rated, then a safe work plan must be put in place prior to visiting the tenant. The CRIP processes (which can be found HS-305 must be followed.

The criteria and contact rules for each CRIP category are provided below.

Criteria	Classify as category	Contact rules
There is a suspicion that drugs are being used, manufactured or sold on the premises: risk of explosion, exposure to toxic chemicals or illicit drugs, and threats to personal safety Refer CA-716	Category A1 	No staff member is to visit a customer who is listed a Category A Staff must have an approved hazard management plan and the approval of the security advisor or Regional Manager prior to contact with the customer
There is an extreme danger to staff and contractor safety: Personal Safety in and out of the office, assaults, threats to kill, threats to harm, verbal abuse and intimidation, presents a weapon	Category A2 	
The customer is physically Violent or aggressive	Category B1 	Two staff or agents of Housing New Zealand must be present when meeting with hazardous customers listed under category B. Any alternative must be discussed with the security advisor including hazardous customer contacts where the situation is regarded as high risk. <b>Use the CRIP out of office monitoring form for all visits</b>
The customer has a history of violent, or aggressive or threatening behaviour	Category B2 	
The customer has known convictions for violence	Category B3 	
The Customer has intimidated a staff member or contractor to the extent that the staff member felt unsafe through written abuse or verbal abuse (face-to-face or over the telephone such as: Unwelcome or offensive gestures Abusive, verbally or in writing Racist or sexist comments or behaviour Display of a weapon	Category B4 	
The premises are known as a place where gang members gather	Category C1 	It is recommended but not required that two staff visit category C customers taking into account the staff member's level of experience, their local knowledge and previous knowledge and relationship with the customer. <b>Use the CRIP out of office monitoring form for all visits</b>

## Appendices

### Appendix A – HNZ Tenancy Agreement, the RTA and how they support the management of anti-social behaviour

The below excerpts from HNZ periodic tenancy agreement and the Residential Tenancies Act are referral points for use in managing anti-social behaviour.

#### Tenancy Agreement

HNZ Tenancy Agreements cover all aspects of the tenancy and include a number of references to the Residential Tenancies Act. Tenancy Managers must discuss the Tenancy Agreement clauses with the tenant at the time the tenant signs the tenancy agreement at the start of the tenancy. These clauses are useful when having a courageous conversation with a tenant in relation to behaviours that are a breach of the Residential Tenancies Act or their Tenancy Agreement. It is clear that the consequences of breaching their tenancy agreement or the RTA were discussed at the time they signed up of their tenancy:

**Clause 12** – Notifies the tenant that in entering in to a contract with HNZ as the landlord. The RTA is the legislation that defines the rights and responsibilities of being a tenant.

“Your rights and responsibilities are outlined in the Residential Tenancies Act 1986 and include the following:

You have the right to enjoy the peace, comfort, and privacy of your premises without being unreasonably disturbed by Housing New Zealand staff or any of Housing New Zealand’s other tenants.”

**Clauses 14 and 15** – Section 40 of the RTA outline the tenants’ responsibilities, while Section 41 of the RTA outlines the tenants’ responsibility for the actions of others. A breach of the tenant’s responsibilities under these two sections may result in the tenancy being terminated.

“As a Housing New Zealand tenant, you are required to:

- pay your rent on time
- keep your home and grounds tidy and not damage the premises, or let anyone else damage the premises
- call us as soon as possible when repairs are needed
- take responsibility for the behaviour of other people who live in or visit your home. You may be liable for any damage they cause
- leave the home, grounds and garden clean and tidy when you move out of the premises
- make sure you take all your possessions from the home, grounds and garden with you when you move out of the premises.”

**Clause 16** – Outlines clearly to the tenant that the HNZ has an expectation that in the event of a dispute with neighbours, the tenant will work with HNZ to find a resolution.

“You and anyone staying with you, or anyone visiting the premises, must not disturb your neighbours’ peace, comfort, or privacy.

If there is a dispute between you and your neighbours, you must try to attend any meetings that Housing New Zealand arranges to help resolve the dispute.”

**Clause 17** – Section 55(1) (c) of the RTA provides for the Tenancy Tribunal on application by the landlord to terminate the tenancy for behaviours that can not be remedied

“If you assault or threaten to assault any Housing New Zealand staff, contractors, or agents, we can take steps to end this tenancy agreement. We can also take steps to end the agreement if you permit someone else to assault or threaten any Housing New Zealand staff, contractors, or agents.”

### **Residential Tenancies Act**

Under the Residential Tenancies Act 1986 (RTA) it is clear what the obligations of the tenant are and provides the mechanisms for the Landlord to address behaviours that are in breach of the Act.

There are four sections of the Act that Tenancy Managers will use on a regular basis when addressing anti-social behaviour. By applying these four sections of the Act creates the foundation to proceed with termination and possession of the tenancy when needed.

**Sections 40, 41 and 55** below outline the tenant responsibilities  
**and 56** outlines the mechanisms through the RTA to address any breaches of the Act.

### **40 Tenant's responsibilities**

- 1 The tenant shall:
  - a) pay the rent as and when it is due and payable under the tenancy agreement; and
  - b) ensure that the premises are occupied principally for residential purposes; and
  - c) keep the premises reasonably clean and reasonably tidy; and
  - d) notify the landlord, as soon as possible after discovery, of any damage to the premises, or of the need for any repairs; and
  - e) on the termination of the tenancy,—
    - i quit the premises; and
    - ii remove all his or her goods from the premises; and
    - iii leave the premises in a reasonably clean and reasonably tidy condition, and remove or arrange for the removal from the premises of all rubbish; and
    - iv return to the landlord all keys, and security or pass cards or other such devices, provided by the landlord for the use of the tenant; and
    - v leave in or at the premises all other chattels provided by the landlord for the use of the tenant.
- 2 The tenant shall not:
  - a) intentionally or carelessly damage, or permit any other person to damage, the premises; or
  - b) cause or permit any interference with, or render inoperative, any means of escape from fire within the meaning of the Building Act 2004; or



- c) use the premises, or permit the premises to be used, for any unlawful purpose; or
  - d) cause or permit any interference with the reasonable peace, comfort, or privacy of any of the landlord's other tenants in the use of the premises occupied by those other tenants, or with the reasonable peace, comfort, or privacy of any other person residing in the neighbourhood.
- 3 Where the tenancy agreement specifies a maximum number of persons that may ordinarily reside in the premises during the tenancy, the tenant shall ensure that no more than that number ordinarily reside in the premises at any time during the tenancy.
- 4 The following are declared to be unlawful acts:
- a) a failure, without reasonable excuse, to quit the premises in contravention of subsection (1)(e)(i):
  - b) a contravention of subsection (2)(ab):
  - c) a contravention of subsection (2)(b):
  - d) a contravention of subsection (2)(c) in circumstances that amount to harassment of a tenant or a neighbour of the tenant:
  - e) a contravention, without reasonable excuse, of subsection (3).
- 5 Where any damage (other than fair wear and tear) to the premises is proved to have occurred during any tenancy to which this Act applies, it shall be for the tenant to prove that the damage did not occur in circumstances constituting a breach of subsection (2)(a).
- 6 In this section, unless the context otherwise requires, **premises** includes facilities

#### 41 Tenant's responsibility for actions of others

- 1 The tenant shall be responsible for anything done or omitted to be done by any person (other than the landlord or any person acting on the landlord's behalf or with the landlord's authority) who is in the premises with the tenant's permission if the act or omission would have constituted a breach of the tenancy agreement had it been the act or omission of the tenant.
- 2 Where any person (other than the landlord or any person acting on the landlord's behalf or with the landlord's authority) intentionally or carelessly damages the premises while the tenant is in the premises, it shall be presumed that the tenant permitted that person to be in the premises unless the tenant proves that he or she took all reasonable steps to prevent that person from entering the premises or (as the case may require) to eject that person from the premises

#### Sections 55 Termination on non-payment of rent, damage, or assault

- 7 Subject to subsection (2), on any application made to it under this section by the landlord, the Tribunal shall make an order terminating the tenancy if the Tribunal is satisfied that—
  - a) the rent was, at the date on which the application was filed under [section 86](#), at least 21 days in arrear; or
  - b) the tenant has caused, or has permitted any other person to cause, or has threatened to cause, substantial damage to the premises; or



- c) the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons:
- i the landlord or any member of the landlord's family:
  - ii the owner of the premises or any member of the owner's family:
  - iii any agent of the landlord:
  - iv any occupier of any building of which the premises constitute a part:
  - v any neighbour of the premises or of any building of which the premises constitute a part.
- 8 Notwithstanding [section 78\(3\)](#), the Tribunal may, instead of making a final termination order for the non-payment of rent under this section, make a conditional order if, but only if, it is satisfied that—
- a) the tenant will pay any rent in arrear within a period specified by the Tribunal; and
  - b) it is unlikely that the tenant will commit any further breach of a kind to which this section applies.
- 9 Any conditional order referred to in subsection (1A)—
- a) shall set out the terms of repayment of any rent in arrear or any other conditions attaching to the order; and
  - b) shall automatically take effect as a final termination order if the conditions are not complied with; and
  - c) shall lapse if the conditions are complied with.
- 10 The Tribunal may refuse to make an order under subsection (1) if, but only if, it is satisfied that the breach has been remedied (where it is capable of remedy), the landlord has been compensated for any loss arising from the breach, and it is unlikely that the tenant will commit any further breach of a kind to which this section applies.
- 11 It shall not be necessary for the landlord to give to the tenant notice of the landlord's intention to apply under this section for an order terminating the tenancy.
- 12 In this section **premises** includes facilities

## 56 Termination for non-payment of rent and other breaches

- 1 On an application made to it under this section by the landlord or the tenant, the Tribunal may make an order terminating the tenancy if the Tribunal is satisfied that—
- a) the other party has committed a breach of any of the provisions of the tenancy agreement (including provisions relating to the payment of rent) or of this Act; and
  - b) in the case of a breach capable of remedy,—
    - i the applicant gave to the other party a notice specifying the nature of the breach complained of and requiring the other party to remedy the breach within a reasonable period, being not less than 14 days commencing with the day on which the notice was given; and

- ii the other party failed to remedy the default within the required period; and
  - c) that the breach is of such a nature or of such an extent that it would be inequitable to refuse to make an order terminating the tenancy.
- 2 Where an application is made by a landlord under this section and the Tribunal is satisfied that at the time of determining the matter the landlord could have made an application under [section 55](#), the Tribunal shall determine the matter as if an application had been made under that section

**Section 51** outlines how a tenancy can be ended through giving notice to the tenant. In relation to anti-social behaviour this refers to 51(1) (d) 90 day notice is a legal form of notice to vacate the tenancy.

### 51 Termination by notice

Every notice to terminate a tenancy shall—

- 1 Subject to [sections 52, 53, 53A, 59, and 59A](#), the minimum period of notice required to be given by a landlord to terminate a tenancy shall be as follows:
  - a) where the owner of the premises requires the premises as the principal place of residence for the owner or any member of that owner's family, 42 days;
  - b) where the landlord customarily uses the premises, or has acquired the premises, for occupation by employees of the landlord, that fact being clearly stated in the tenancy agreement, and the premises are required for occupation by such an employee, 42 days;
  - c) where the owner is required, under an unconditional agreement for the sale of the premises, to give the purchaser vacant possession, 42 days;
  - d) **in any other case, 90 days.**
- 2 Subject to [sections 52 to 53A, 59, and 59A](#), the minimum period of notice required to be given by a tenant to terminate a tenancy shall be 21 days, in any case.
  - a) be in writing; and
  - b) identify the premises to which it relates; and
  - c) specify the date by which the tenant is to vacate the premises; and
  - d) **in any case where the tenant is given less than 90 days' notice, set out the reasons for the termination;** and
  - e) be signed by the party giving the notice, or by that party's agent.
- 3 In a notice to terminate a tenancy, no special form of words shall be required; and no such notice shall be held invalid for any failure to comply strictly with the requirements of subsection (3) so long as the notice is in writing, the intention to terminate the tenancy on a particular date or on the expiry of a particular period is stated clearly in the notice, and that any non-compliance is not such as to mislead or affect unjustly the interests of the recipient.
- 4 A notice to terminate a tenancy may be given on any day, and the period of notice may be expressed to expire on any day, regardless of the date on which the tenancy commenced or of any date on which any rent is to be paid.

- 5 A party who has given an effective notice to terminate a tenancy—
- may, at any time before the expiry of the period of notice, revoke the notice with the consent of the other party; but
  - may give a further notice to terminate the tenancy only if the prior notice is revoked.
- 6 Where a party has given a notice to terminate the tenancy and subsequently realises that, because of—
- some error in the way in which the period of the notice or the date of the expiry of that period is expressed in the notice; or
  - some delay in serving the notice,—
- the period of notice given is less than the minimum prescribed by subsection (1) or (as the case may require) subsection (2), that party may, with the agreement of the other party or (failing such agreement) with the consent of the Tribunal, give to the other party a further notice varying the first notice so as to bring the period of notice given up to or above that minimum so required.
- 7 Every notice given under subsection (7) shall comply with the requirements of subsection (3).
- 8 The Tribunal shall not give its consent under subsection (7) unless it is satisfied—
- that the error in the notice or the delay in serving the notice was inadvertent; and
  - that the party who gave the notice has sought to correct the matter as soon as practicable after realising that the period of notice given is inadequate; and
  - that it would not be unfair to the other party to allow the original notice to be varied in the manner proposed

Under the RTA Section 56 details what actions are needed to be taken to address a breach by issuing a notice of remedy. Where the nature of the behaviour is such that it can not be remedied or changed then an application to Tenancy Tribunal under Section 55 will be made. Applications to Tenancy Tribunal under Section 55 do not need the tenant to be made aware of the issues or given the opportunity to rectify the behaviour, prior to application. This can be used where we have had previously given the tenant a notice of remedy and the tenant continues with the behaviour. Section 55 will also be used for significantly serious incidents, such as assault on the Tenancy Manager or using the property for illegal purposes.

A notice of remedy under section 56, must quote the section of the Act being breached and explain what the issues are that need to be addressed. There are standard breach letters to use depending on the issues. The letters give choices of what to send, if in doubt discuss with your Senior Tenancy Manager or Area manager.

### Examples of Notice of Remedy letters

Letter	Description
<a href="#">05-020</a>	Breach of tenant responsibilities – section 56 overgrown lawns, untidy section Note: make sure a total of 14 calendar days and 6 working days notice is given from date of posting. For repair of damage see <a href="#">05-250</a>
<a href="#">05-250</a>	Tenant damage - section 56 notice Note: make sure a total of 14 calendar days and 6 working days notice is given from date

Letter	Description
	of posting.
<a href="#">05-090</a>	Breach of tenant responsibilities – section 40(2) (c) Note: A home visit must be completed to discuss issues with tenant prior to issuing this letter. This letter must be hand delivered and noted accordingly. For breach of tenant responsibilities section 56 see 05-020 (except repair of damage see <a href="#">05-250</a> , and money owing for rent/damage see <a href="#">06-020</a> ).

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## Appendix B – Example of T-466 Request for termination of a tenancy

### Request for Termination of a Tenancy T-466

#### Tenant details

Name	Mr John Penguin
Address	1/5 Finn Drive, Manurewa
Tenancy Reference	56789

#### Case details

(This section to be completed by tenancy manager and senior tenancy manager)

#### The circumstances

What are the circumstances that have given rise to terminating the tenancy?	<p>Section 55(1) (c) of the Residential Tenancies Act 1986: the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons : ( v ) any neighbour of the premises or of any building of which the premises constitute a part.</p> <p>Section 40 (2) (C) of the Residential Tenancies Act 1986: cause or permit any interference with the reasonable peace, comfort or privacy of any other person residing in the neighbourhood.</p> <p>Mr John Penguin (62 years) has resided in HNZ pensioner/55 years + complex in Finn Village since 19 May 2011.</p> <p>Mr Penguin currently receives a Work and Income Invalids benefit of \$257.75 net per week. Mr Penguin pays an income related rent of \$64.00 per week.</p> <p>On 10 May 2013, an incident occurred at the Finn Village resident's hall. A disagreement took place involving Mr Penguin and two other residents Mr Resident 1 (63 years) and Ms Resident 2 (70 years). Mr Resident 1 and Ms Resident 2 currently hold and have responsibility for the resident's hall keys.</p>
Why do the circumstances fall within the definition of serious anti-social behaviour?	<p>Section 55(1) (c) of the Residential Tenancies Act 1986: the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons : ( v ) any neighbour of the premises or of any building of which the premises constitute a part.</p> <p>Section 40 (2) (C) of the Residential Tenancies Act 1986: cause or permit any interference with the reasonable peace, comfort or privacy of any other person residing in the neighbourhood.</p> <p>The anti-social behaviour from the tenancy and around Castlefinn Village, has included:</p> <ul style="list-style-type: none"> <li>Threatening and intimidating behaviour</li> <li>Swearing</li> <li>Verbal abuse</li> <li>Arguing</li> <li>Assault</li> </ul> <p>The Police have documented and provided details of the assault on one of the</p>
Tie back to the Policy objectives (refer to Anti Social behaviour business process).	<p>Housing New Zealand Corporation is committed to resolving the anti-social issues for the betterment of the community as detailed in the ASB policy;</p> <p>The tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons : ( v ) any neighbour of the premises or of any building of which the premises constitute a part.</p> <p>Cause or permit any interference with the reasonable peace, comfort or privacy of any other person residing in the neighbourhood</p>

Manage Tenancies  
Request for Termination of a Tenancy

Nature of conduct and evidence of conduct	
Does the alleged conduct constitute a breach of the Residential Tenancies Act 1986? For example, did the tenant cause damage to the property, use the property for an unlawful purpose; interfere with the reasonable peace, comfort or privacy of other tenants or any other person residing in the neighbourhood?	<p>Yes <input type="radio"/> No <input type="radio"/></p> <p>Section 55(1) (c) of the Residential Tenancies Act 1986: the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons : ( v ) any neighbour of the premises or of any building of which the premises constitute a part. Section 40 (2) (C) of the Residential Tenancies Act 1986: cause or permit any interference with the reasonable peace, comfort or privacy of any other person residing in the neighbourhood.</p>
Does the alleged conduct involve damage to property and/or physical injury to any person and/or psychological injury to any person?	<p>Yes <input type="radio"/> No <input type="radio"/></p> <p>Mr Penguin's behaviour towards his neighbours has seriously impacted on their ability to live in their home. Mr Penguin's behaviour towards his neighbours has been ongoing since January 2012. The behaviour has escalated to an incident where Mr Penguin is now facing common assault charges before the courts. Ms Resident 2 has reported to the police, since the incident that she feels Mr Penguin is intimidating her, and she is quite scared of him and is not sleeping</p>
Are we aware of any other/previous complaints against the tenant, and/or any related matters involving the tenant?	<p>Yes <input type="radio"/> No <input type="radio"/></p> <p>There have been ongoing complaints from other residents since January 2012 regarding Mr Penguin's behaviour. Mr Penguin has also made complaints about other residents. A lot of the complaints have centred round the residents hall in the pensioner complex</p>
What previous warnings did we give to the tenant as to possible outcomes should the anti-social behaviour continue?	<p>ASB meetings were held in January 2012 and June 2012 with the tenant regarding anti-social behaviour, and resulted in no further action unless further complaints of anti-social behaviour are received. Mr Penguin's support from his church attended the meeting in June 2012</p>
Did the information or complaint about the tenant's alleged conduct come from a reliable source, or did we verify it satisfactorily?	<p>Yes <input type="radio"/> No <input type="radio"/></p> <p>Information has been provided by the police and neighbouring residents.</p>
Does the available evidence support our claim? For example, information about police charges should be supported with the evidence on which the police are relying to bring charges. Housing New Zealand should be cautious about terminating tenancies solely on the basis of charges brought by police, without supporting evidence.	<p>Yes <input type="radio"/> No <input type="radio"/></p> <p>The information provided by the Police is compelling and substantive.</p>



Manage Tenancies  
Request for Termination of a Tenancy

**Tenant meeting**

**Note:** Natural justice requires both sides of the story to be heard. Terminating a tenancy without having given the tenant the opportunity to present their side of the story should occur only in very exceptional circumstances. Legal advice must be sought.

Did we meet with the tenant to discuss the anti-social behaviour?	Yes (attach copy of 'Summary of meeting to discuss issues or complaints' ( <a href="#">05-200</a> )).	<input type="radio"/>	No	<input type="radio"/>
If we did not meet with the tenant, why not?	NA			
What explanation, if any, did the tenant provide?	Mr Penguin denied the assaulting or pushing Ms Resident 2. He claimed Ms Resident 2 bosses him around all day, every day.			
Did we accept the explanation, and if not, why not?	Mr Penguin has a history of reported anti-social behaviours that has severely impacted on the elderly residents. The police have arrested Mr Penguin and charged him with Common Assault.			

**Effect on the neighbourhood and greater community**

Has the alleged conduct affected the neighbourhood and/or greater community?	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
If so, in what ways has the neighbourhood and/or greater community been affected? For example, has it caused frustration or anxiety, instilled fear, caused residents to move away, deterred residents from living in the area?	<p>Finn Village in Manurewa are all elderly tenants and they live in close proximity to each other. These incidences are very upsetting and caused emotional stress on these elderly tenants.</p> <p>Mr Penguin has continued to act in an unacceptable manner by intimidating the residents verbally and he is physically intimidating.</p> <p>Ms Resident 2 has reported she continues to feel quite scared and is not sleeping well.</p>			

**Effect on the Housing New Zealand's standing and responsibilities to the public**

How would the issue of a 90 day notice in this instance affect the public's perception of Housing New Zealand and, in particular, the way in which we aim to provide affordable rentals whilst acting in the interest of the community?	The issuing of the 90-Day notice would send a clear message and reassure the community that Housing New Zealand takes unlawful activity and anti-social behaviour and excessive damage from our customers seriously.			
How would the issue of having a 90 day notice affect the behaviour of other or prospective tenants? For example, is there a case for deterring conduct of the nature alleged and would a 90 day notice, in these circumstances, act as a deterrent?	The issuing of the 90-Day notice would send a clear message to current and future tenants that HNZN will not tolerate any sort of anti-social behaviour, nor will HNZN tolerate the use of our properties for unlawful activities. Allowing the tenant to remain in the tenancy would reflect badly on Housing New Zealand's standing, as we would be seen to have knowledge of the unlawful activity and not acted on it.			

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Manage Tenancies  
Request for Termination of a Tenancy

Personal circumstances of the tenant	
How long has the tenant resided at the property?	Mr Penguin has resided in the tenancy since 19 May 2011.
Does the tenant have any dependants residing in the property?	Yes <input type="radio"/> No <input type="radio"/>
Does the tenant have any disabilities or health issues which could be affected if the tenancy is terminated?	Yes <input checked="" type="radio"/> No <input type="radio"/>
Is there a history of mental health issues; are mental health agencies involved, and what support has been provided by the Housing New Zealand?	Yes <input checked="" type="radio"/> No <input type="radio"/> No verification of mental health issues.
What are the financial circumstances of the tenant?	Ms Penguin currently receives a Work and Income invalids benefit of \$257.75 net per week.
Is the tenant currently on Income Related Rent (IRR)? If the tenancy is terminated, the tenant will lose the benefit of IRR. Could this cause any particular issues for the tenant?	Yes <input checked="" type="radio"/> No <input type="radio"/>
Does the tenant have access to alternative accommodation?	Yes <input checked="" type="radio"/> No <input type="radio"/>
What is the impact of termination on the tenant, the tenant's family, or other affected parties?	Mr Penguin has ongoing support in the community from his church. His pastor has attended the last two meetings with HNZ.
What alternative options have we considered other than termination, and why is a termination preferred to those other options?	Due to the ongoing anti-social behaviour, and recent allegations a 90 day notice is deemed the only appropriate consequence.
Claims against the tenant	
Have we made any applications to the Tenancy Tribunal against the tenant, such as for fraud, damage, or rent arrears? What impact would the use of a 90 day notice have?	Yes <input type="radio"/> No <input checked="" type="radio"/>

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982



Manage Tenancies  
Request for Termination of a Tenancy

Are there any mediators' orders outstanding?	Yes <input type="radio"/>	No <input checked="" type="radio"/>
If yes, outline the details of such claims and what stage they are at (for example, investigation, and prosecution).	NA	
<b>Tenancy Tribunal history (Attach any relevant Tenancy Tribunal/mediators orders)</b>		
Did we previously make any Tenancy Tribunal applications? If yes, outline when, the reason for the application and the outcome, whether mediated or after a Tenancy Tribunal hearing.	Yes <input type="radio"/>	No <input checked="" type="radio"/>
Search <a href="http://www.tenancytribunal.govt.nz">www.tenancytribunal.govt.nz</a> for any orders that have been made (only available from 2006).		
Did the tenant make applications to the Tenancy Tribunal? If yes, outline when, the reason for the application, and the outcome.	Yes <input type="radio"/>	No <input checked="" type="radio"/>
Is there a risk the tenant will apply to the Tenancy Tribunal on the basis that a 90 day notice was retaliatory?	NA	
What is the likelihood that, in light of previous Tenancy Tribunal applications, an adjudicator may find that a 90 day notice was retaliatory? Consider the length of time since the tenant's last Tenancy Tribunal application, the reason for the application and the outcome.	NA	
<b>Concurrent Tenancy Tribunal application</b>		
Do the circumstances in this case warrant an application to the Tenancy Tribunal so that the tenant can be removed within 90 days?	Yes <input checked="" type="radio"/>	No <input type="radio"/>
What are those circumstances?	The ongoing anti-social behaviour continues to have a significant impact on the neighbourhood.	

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Manage Tenancies  
Request for Termination of a Tenancy

Under what section of the Residential Tenancies Act 1986 would an application be made to the Tenancy Tribunal?	Section 55(1) (c) of the Residential Tenancies Act 1986: the tenant has assaulted, or has threatened to assault, or has caused or permitted any person to assault, or to threaten to assault, any of the following persons : ( v ) any neighbour of the premises or of any building of which the premises constitute a part.
What is the available evidence which support an application to the Tenancy Tribunal?	Police statement. The police will attend the hearing if required.

**Recommendation**

(This section to be completed by the Area Manager, tenancy services)

It is recommended that the Regional Manager approves termination by either;

- Issue of a 90 day notice
- Application to the Tenancy Tribunal for termination
- Issue of a 90 day notice and an application to the Tenancy Tribunal for early termination

Area Manager comments	Note the serious and prolonged anti-social behaviour from Mr Penguin towards his neighbours. Note the latest incident has resulted in an alleged push/assault on another resident which was reported to police. Mr Penguin was arrested and now faces charges of common assault before the courts. Note Housing New Zealand has held three meetings with Mr Penguin since January 2012, regarding complaints of his anti-social behaviour. Note despite Mr Penguin denying the allegations, and claiming other residents
-----------------------	---

**90 day notice termination plan**

(If the recommendation includes termination by 90 day notice the following questions need to be answered by the Area Manager before providing the submission to the Regional Manager.)

Who will serve the 90 day notice?	Area Manager and Tenancy Manager
Are there any other safety concerns anticipated in the termination process?	NA
What follow up is planned during the 90 day period to make sure the tenant abides by the notice?	Tenancy Manager to regularly keep in touch with Mr Penguin regarding his intentions to vacate.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Manage Tenancies  
Request for Termination of a Tenancy

What action is planned to assist the tenant into other housing?	Tenancy Manager to regularly keep in touch with Mr Penguin to ensure he accesses appropriate accommodation and services.
What support is being provided in relation to dependent children?	NA

**Regional Manager checklist for termination**

**Regional Manager:**

Is there adequate credible evidence of serious anti-social behaviour on the balance of probabilities?	<input type="checkbox"/>
Has the affected tenant been given an adequate opportunity to present their case and has that been given due weight? If not, are there exceptional reasons why a notice should be issued without hearing the tenant's side of the story?	<input type="checkbox"/>
Has due weight been given to all relevant considerations, including internal policy, and have any irrelevant considerations been excluded from the decision-making process?	<input type="checkbox"/>
Is termination an appropriate response, in relation to the conduct of the tenant and all the circumstances of the case?	<input type="checkbox"/>
Have options other than termination been considered?	<input type="checkbox"/>
Is the decision consistent with other decisions across Housing New Zealand?	<input type="checkbox"/>
Would an objective outside observer conclude that I am approaching the decision with an open mind and without bias?	<input type="checkbox"/>
Is the decision reasonable in all other respects?	<input type="checkbox"/>

**Indicate what termination option has been recommended**

- Issue of a 90 day notice
- Application to the Tenancy Tribunal for termination
- Issue of a 90 day notice and an application to the Tenancy Tribunal for early termination

**Approval for termination** (To be completed by the Regional Manager)

Request approved on the basis of the information contained in this submission <input type="radio"/>	Request NOT approved <input type="radio"/>
If recommendation is not approved, explain why and outline further action required	
Regional Manager Signature	
Full name	

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## Appendix C – Example of T-314 Proposal for the eviction of tenant

### T-314 Proposal for the eviction of a tenant

Tenant name(s)	Mr Tennant		
<b>Summary of application</b>			
<b>1. Reason for eviction</b>			
Approval is sought to obtain possession of:	57 Errs Road, Wiri 2104		
On the grounds of:	<p>Housing New Zealand obtained a Tenancy Tribunal Order 13/xxxxx/MK dated 27 September 2013 granting and possession immediately under 64(1) of the Residential Tenancies Act 1986. The Tenancy Tribunal also ordered Mr Tennant to pay Housing New Zealand rent arrears of \$1,199.16 immediately under Section 78(1)(d) of the Residential Tenancies Act 1986</p> <p>Market rent of \$369.00 per week is currently being charged and Mr Tennant's rent debt is currently \$2,343.00</p> <p>An investigation established that Mr Tennant had failed to declare employment income when claiming Income- Related Rent between 2007 and 2009 and he failed to verify his income by supplying IRD Summaries of Earnings when asked to do so. An income related debt has been established \$80,681.00, and a 90 day notice was sent on the 17 May 2013 termination date being 30 August 2013</p>		
<b>2. Tenancy details/history</b>			
Tenancy start date	21-Oct-08	Bond held	\$ 118.00
Current rent	\$ 369.00	Market rent	\$ 369.00
Last payment*	\$ 174.00	08-Oct-12	(amount/date)
*A tenant statement must be attached.			
Customer Risk Rating (CRR)	C1		
Reason for CRR	Gang Affiliations		
Financial situation (if known)	As per Mr Tennant's last income related rent application processed in March 2013, he is in receipt of Work and Income National Superannuation of \$348.92 net per week.		
Household composition	Mr Tennant (66 years) is the sole signatory of the Tenancy Agreement, and his last income related income application declared a partner Ms User (45 years) living with him. It appears Ms User has since moved out of the tenancy.		
Property description	Three bedroom single level , stand alone property		
<b>3. Summary of actions taken to remedy/resolve issues</b>			
Actions to date are: (in chronological order). <b>Note:</b> A tenant events detail report (from OBIEE) and any other relevant comments from Kotahi must be attached.			
Date	Explanation		
13-May-13	Investigations concluded that Mr Tennant had failed to declare employment income when claiming Income-Related Rent between 2007 and 2009 and further failed to verify income by supplying IRD Summaries of Earnings when asked to do so. The approved outcome was to establish an income related met debt \$80,681.00, increase Mr Tennant's rent to market rent, terminate the tenancy by way of 90 day notice and inform Work and Income.		

Proposal for the eviction of a tenant  
Manage Tenancies

15 May 2013	Investigations released a letter to Mr Bridger advising he had failed to declare the full extent of the household income. A Crown Debt of \$80,681.00 was established. A breakdown table of the debt was enclosed in the letter. Another letter was sent to Mr Tennant on 15 May 2013 advising Market Rent of \$369.00 per week will be charged effective from 28 August 2013
17 May 2013	Manager, Investigations – (name) issued a formal notification giving Mr Tennant 90 days Notice under Section 51(1)(d) of the Residential Tenancies Act 1986. Termination date being 30 August 2013
22 May 2013	Email received from (name), electorate secretary for (name) MP. (name) electorate secretary attached a signed authorisation for her to advocate for Mr Tennant.. (Name) electorate secretary queried the income documentation, Mr Tennant had been asked to provide.
10 June 2013	Contact was received from Mr Tennant's budget advisor, (name), Team Leader Investigations spoke with the budget advisor and requested signed authority from Mr Tennant to be sent through. Team Leader (name) advised the budget advisor that Mr Tennant has already been in touch with the local MP electorate office, and Housing New Zealand were responding to them.
23 July 2013	Electorate secretary's request. Electorate agent for (name), MP emailed Investigations, requesting a review of the Investigation decision.
6 August 2013	(Name), Team Leader and (name), Manager Investigations met with Mr Tennant, and his sister in law at (name) MP electorate office. Mr Tennant continued to deny he had undeclared income and insisted he had provided all information. This was not the case and attempts were made to explain once again what was required of Mr Tennant, he was unwilling to listen. Mr Tennant raised his voice for the majority of the meeting and talked over people when they tried to explain the situation or attempted to answer his questions. Mr Tennant was reminded the tenancy terminates on 30 August 2013 and was advised to find alternative accommodation in the private sector. A letter was sent to acknowledge the meeting.
9 August 2013	Mr Tennant requested his electronic notes/records, these were mailed to him on 12 September 2013.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982



26 August 2013	(name), Senior Tenancy Manager phoned Mr Tennant to discuss progress on him vacating the tenancy and return of the keys. Mr Tennant advised he had not found any suitable alternative accommodation. (name) Senior TM offered assistance to locate a suitable property in the private sector due to her previous experience as a Private Sector Placement Officer. Mr Tennant questioned as to why (name) was "wearing two hats". (name) explained that was not the case and was offering advise and assistance to help him move into alternative accommodation. Mr Tennant stated the case is on hold until Tribunal date is obtained and requested (name) speak to his Solicitor – (name)
30 August 2013	A Notice Of Hearing under Residential Tenancies Act 1986 Section 77 was filed by Mr Tennant and the Hearing was scheduled for 27 September 2013. Mr Tennant applied under the Section 54 – Retaliatory Notice, Section 109- Exemplary Damages, 38(1),38(2) – Quiet enjoyment and Section 77(2)(n)- Compensation/Damage
27 September 2013	Tribunal order made to dismiss Mr Tennant's claim that Housing New Zealand's 90 day notice served to terminate the tenancy on the grounds was retaliatory. Housing New Zealand were granted possession of the premises at 57 Errs Road, Wiro immediately, and Mr Tennant to pay \$1,199.16 being rent arrears calculated to 27 September 2013.
7 October 2013	(name) received notification that Mr (name) wished to discuss Mr Tennant's situation. (name)phoned Mr (name) to discuss Mr Tennant's case and advised Housing New Zealand will be considering eviction of Mr Tennant, however we would consider a week for Mr Tennant to move out of the tenancy.

#### 4. Additional Information

(All relevant information that could be pertinent in consideration of eviction proposal)

Affordability concerns	Mr Tennant currently receives Work and Income National Superannuation.
Care of the property	The condition of the property is not well maintained. The last inspection conducted on 19 October 2012, no damages were noted however the general upkeep of the property interior and exterior requires cleaning and tidying up. The exterior is cluttered with unregistered and unwarranted cars, lots of hazardous timber and other items scattered around the property. The grass is often overgrown. No room in the garage to move due to tools and other items.
Tenancy Tribunal order	Tribunal dismissed tenants application 13/xxxxx/MK against Housing New Zealand and granted immediate possession on 27 September 2013. Tribunal dismissed Mr Tennant application 13/xxxxx/MK for rehearing and stay of proceedings on 09 October 2013 District Court declined Mr Tennant's Application for an appeal and stay of proceedings. 13/xxxxx/MK XAP 13/ooooo/MK made before District Court Judge (name) the following directions: The grounds advanced for the Appeal are unlikely to succeed being either irrelevant to the Courts jurisdiction or lacking cogency. The application for Stay is:-Declined.



Proposal for the eviction of a tenant  
Manage Tenancies

Any other relevant information	Mr Tennant has exhausted all legal means to counter the 90 day termination notice issued by Housing New Zealand. Mr Tennant currently owes rental arrears of \$2343.00 to date.
--------------------------------	--

**5. Recommendation**

A memo is to be completed by the area manager and attached, recommending that eviction procedures be actioned forthwith.

**Eviction memo to include**

- Reason for eviction
- Background of tenant circumstances
- (age, marital status, dependents and any other relevant information)
- Short summary of key actions to date
- Risks and mitigation strategy
- Details on the alternative housing options in place
- Is it believed that the tenant(s) will leave the tenancy of his/her own will?
- Designated spaces for the signatures of the Regional Manager, General Manager Tenancy Services, the Chief Executive and the date

**Please attach the following items to the cover memo**

- Relevant comments from Kotahi
- Events detail report
- Rental history
- Original Tenancy Tribunal sealed order (not photo copy)
- Please do not staple (use bulldog clip please)
- Please refer to business process 'Evict tenant' for further information on this process.

**6. Media strategy**

In accordance with the agreed procedure, the following arrangements are in place for communications in relation to the eviction of this tenant.

Spokesperson:

Regional Manager is spokesperson for this eviction.	Denise Fink
	<small>Print Regional Manager name here</small>

Any questions with wider implications of operational practice are to be referred to:

General Manager Tenancy Services	Kay Read
	<small>Print General Manager TS name here</small>





Proposal for the eviction of a tenant  
Manage Tenancies

<b>Communications</b>	
All media enquiries will be directed to the General Manager Communications and Stakeholder Engagement in the first instance by:	
General Manager Tenancy Services	Kay Read <small>Print General Manager TS name here</small>
<b>7. Media strategy approved and signed off by:</b>	
General Manager Communications and Stakeholder Engagement	<small>GM Communications and Stakeholder Engagement signature here</small>
<b>8. Eviction approved by:</b>	
Chief Executive signature	

Additional Notes:

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## Appendix D – Example of Eviction Memo

### Memo

---

To: (name), General Manager Tenancy Services  
From: (name) – Regional Tenancy Services Manager  
Date: 23 October 2013  
Subject: Proposal for Eviction of Tenant E  
57 Errs Road, Wiri

---

#### Purpose

- The purpose of this memo is to recommend referring the enforcement of the Tenancy Tribunal Order #13/xxxxx/MK dated 27 September 2013 granting termination and possession immediately of 57 Errs Road, Wiri under sections 64 (1), of the Residential Tenancies Act 1986.

#### Recommendation

- It is recommended that the General Manager / Chief Executive:
  - **note** that Housing New Zealand was granted a Tenancy Tribunal Order #13/xxxxx/MK dated 27 September 2013 granting termination and possession immediately of 57 Errs Road, Wiri, under sections 64(1) of the Residential Tenancies Act 1986
  - note that an investigation into Mr Tennant's circumstances concluded that he had failed to declare employment income when claiming income related rent, between 2007 and 2009, and he failed to verify his income by supplying IRD summaries of earnings when asked to do so. Mr Tennant was issued a 90 day notice to terminate his tenancy, expiring 30 August 2013, , an IRR debt of \$80,681.00 was established, his rent was increased to market rent effective 28 August 2013
  - note that on 28 August 2013 the rent increased from \$87 per week to the market rate of \$369 per week
  - note Electorate Agent for (name) MP, requested a review of the investigation decision on behalf of Mr Tennant on 23 July 2013
  - note Investigations Team Leader and Manager met with Mr Tennant and his support person at (name) MP Electorate office on 06 August 2013. The Investigation decision was upheld

- note that Mr Tennant made application to the Tenancy Tribunal on 30 August 2013, under Section 54 claiming the 90 day notice served by Housing New Zealand was retaliatory
- note on 27 September 2013 the Tenancy Tribunal made an order dismissing Mr Tennant's application claiming the 90 day notice was retaliatory. The Tribunal also granted possession of the tenancy to Housing New Zealand immediately, and ordered Mr Tennant to pay Housing New Zealand the sum of \$1,199.16 immediately being rent arrears calculated to 27 September 2013
- note Mr Tennant applied for a rehearing and stay of proceedings, which was dismissed by the Tenancy Tribunal on 09 October 2013
- note Mr Tennant and his lawyer (name) made an application to appeal the decision and for a stay of proceedings, which were both declined by the District Court on 15 October 2013
- note the rent arrears are currently \$2,343.00
- note (name) Lawyer claims Mr Tennant has health issues. The medical certificate supplied through the electorate agent for (name), MP informs that Mr Tennant has a number of stable or well-diagnosed and managed issues
- note suspension from HNZ eligibility is not being considered as Mr Tennant's undeclared income was prior to November 2011
- agree to Housing New Zealand seeking to enforce the Tenancy Tribunal Order #13/xxxxx/MK dated 27 September 2013 granting possession immediately of 57 Errs Road, Wiri, under sections 64 (1) of the Residential Tenancies Act 1986 through the use of a bailiff.

## Background

- Mr Tennant (aged 66) tenancy commenced at the three bedroom property at 57 Errs Road, Wiri on 21 October 2008.
- Between 2007 and 2009, Mr Tennant failed to declare his employment income when claiming income related rent, and he failed to verify his income by supplying IRD summaries of earnings when asked to do so.
- The Investigation Team instigated the approved outcome to terminate the tenancy by way of 90 day notice (expiry 31 August 2013), establish an income related rent debt (\$80,681.00), increase the tenant's rent to market rent (effective 30 August 2013).
- (Name), electorate agent for (name) MP, requested a review of the Investigation Decision on behalf of Mr Tennant on 23 July 2013.
- The Investigation decision was upheld and a letter confirming this was sent to Mr Tennant on 02 August 2013.
- (name), Team Leader and (name), Manager for Investigations met with Mr Tennant and his support person at (name) MP electorate office on 06 August 2013. A letter acknowledging the meeting was sent to Mr Tennant the same day.
- Mr Tennant filed an application at the Tenancy Tribunal on 30 August 2013, claiming 90 day notice Housing New Zealand issued to terminate his tenancy was retaliatory.
- On 27 September 2013 the Tribunal Hearing was held, and the Tribunal made an order dismissing Mr Tennant's application. The Tribunal also granted possession of the

premises at 57 Errs Road, Wiri to Housing New Zealand immediately and ordered Mr Tennant to pay Housing New Zealand the sum of \$1,199.16 immediately being rent arrears calculated to 27 September 2013.

- Mr Tennant applied for a rehearing and stay of proceedings, which were dismissed by the Tribunal on 09 October 2013.
- Mr Tennant and (name) Lawyer applied to the District Court to appeal the decision and for a stay of proceedings on 14 October 2013. The District Court declined Mr Tennant's application on 15 October 2013.
- (Name), Senior Tenancy Manager spoke with (name) lawyer on 15 October, and agreed for Tennant to have until 18 October 2013 to vacate the tenancy and return the keys.
- (name) Lawyer advised on 17 October 2013, that Mr Tenant E would vacate the tenancy by 03 November 2013. (Name), Area Manager spoke to (name) Lawyer and advised not prepared to wait until the 03 November 2013, and preparations to complete an eviction with a bailiff had commenced. (Name) reiterated that Mr Tennant was issued the 90 day notice to terminate the tenancy on 17 May 2013 and expired 30 August 2013. A further 2 months is about to elapse since termination date, Mr Tennant has had ample time to arrange alternative accommodation.
- Mr Tennant resides in the tenancy at 57 Errs Road, Wiri on his own. (Name Lawyer claims Mr Tennant has health issues. The medical certificate supplied through the electorate agent for (name) MP, informs Mr Tennant had a number of stable or well diagnosed and managed issues.
- (name), Senior Tenancy Manager, attempted to assist Mr Tennant with advice and help looking for alternative accommodation on 26 August 2013, Mr Tennant refused this offer of help.

### Termination History

- Housing New Zealand obtained Tenancy Tribunal Order #13/xxxx/MK dated 27 September 2013 granting possession immediately of 57 Errs Road, Wiri, under sections 64(1), of the Residential Tenancies Act 1986.

### Post Termination Support

- (name), Senior Tenancy Manager, attempted to assist Mr Tennant with advice and help looking for alternative accommodation on 26 August 2013, Mr Tennant refused this offer of help.

Recommended by:	
(Name) Regional Manager Tenancy Services East and South Auckland	Date
Approved by:	

(Name) General Manager Tenancy Services	Date
Approved by:	
(Name) Chief Executive Officer	Date

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## Tools

### [Kotahi user guides](#)

Household Action Plan ([T-412](#))

Anti-Social Behaviour Guideline ([T-488](#))

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982