

What are your rights as a flatmate?

This depends on if you have signed the tenancy agreement:

If you are named on the tenancy agreement then you are a tenant and have rights under the Residential Tenancies Act 1986. If you have not signed the tenancy agreement you are a flatmate not a tenant.

Flatmates rights are based largely on what you agreed to with the tenant/ existing flatmates when you joined the flat.

If you signed a flat-sharing agreement this should set out your rights and obligations. It is always a good idea when moving into a new flat, to have a written flat-sharing agreement that covers issues such as payment of bond and rent, pets, housekeeping, and what to do when one of you wants to leave.

Just as the tenancy agreement is a contract between tenant and landlord, a flat-sharing agreement is a contract between tenants and flatmates sharing a rental property. You can download a flat-sharing agreement template from the Tenancy website or on the Aratohu website.



What happens to bond money that flatmates pay to tenant flatmates?

If you are joining a flat and are not named on the tenancy agreement, your tenant flatmates may ask you to pay a bond. This would in effect be reimbursing the tenants who paid your share of the bond for the rental property at the start of the tenancy (eg, if two tenants paid bond for a three bedroom rental property, you might be asked to pay a share of the bond when you join the flat).

If you pay them a bond, they should:

- give you a receipt for the bond.
- tell you how you can get your bond back when you leave.
- have this information recorded in your flatting agreement.

What is reasonable notice when a flatmate wants to leave - or is asked to leave - a flat?

For flatmates who are not tenants, ie, not named on the tenancy agreement, there is no specific notice period that is legally required. when the flatmate wishes to leave the flat, or when a tenant asks them to leave.

- If you signed a flatting/house-sharing agreement (which is an agreement between tenant and flatmate) when you first moved in, it will probably state the notice period required before leaving the flat.
- If there was no agreed notice period for leaving, then a flatmate can leave as soon as they want, and a tenant can ask a flatmate to leave as soon as the tenant wants. However, it would be considerate to give at least two weeks' notice.

The head tenant, whose name is on the lease, is refusing to return my bond money to me when I leave. Can they do this?

- In a flatting situation where one flatmate is named on the tenancy agreement and the others are not, it is normally the former (often referred to as the "head tenant") who is responsible for ensuring that bond money is paid when a flatmate joins the flat and refunded when a flatmate leaves.
- The head tenant might be within their rights to withhold some or all of your bond money if you owe rent, or have caused damage to the flat. If you signed a flatting/house-sharing agreement, check what you and the head tenant agreed to when you moved in. If you didn't agree to this condition when you first moved in, then the head tenant can't withhold your bond money. If you can't find a replacement flatmate or didn't agree to it in the first place, you could try coming to an agreement with the head tenant, to get your bond money back. If you can't come to an agreement, you could make a claim to the Disputes Tribunal (the Tenancy Tribunal does not deal with disputes between flatmates).
- If the head tenant does not dispute that you are entitled to get your bond money returned to you - but won't or can't give you the money (e.g. because they have spent the money) you can try to get your money back by making an application to the District Court or through a debt collection agency. Read more about debt recovery.

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