



# Tenant and landlord rights and obligations

(A translation in the **Tongan language** has been provided)

## (Ngaahi totonu mo e fatongiá)

Both the landlord and the tenant are given certain rights and obligations when they agree to a tenancy. Tenants cannot give away their rights.

'Oku fakatou 'oange ki he lenilootí mo e tēnení ha ngaahi totonu mo e fatongia 'i he taimi 'okú na loto taha ai ki ha nofo totongi. 'E 'ikai lava ke foaki 'e he kau tēnení 'a 'enau totonú.

### A tenant must:

#### Kuo pau ke fai 'e he tēnení 'a e:

- Pay the rent on time.

Totongi 'o e nofo'angá 'i he taimi totonu.

- Make sure the house or flat is used mainly for residential purposes.

Fakapapau'i 'oku ngäue'aki täfataha 'a e falé pe ko e feletí ki he nofo'anga pē.

- Keep the house or flat reasonably clean and tidy.

Tauhi 'o e falé pe ko e feletí ke ma'a.

- Tell the landlord as soon as possible of any damage or repairs needed.

Fakahä he vave tahá ki he lenilootí kapau 'oku 'i ai ha maumau pe 'oku fiema'u ha fakalele.

- Repair or pay for the repair of any damage caused deliberately or carelessly by the tenant or the tenant's guests.

Fakalelei pe totongi 'a e fakalelei 'o ha maumau na'e fai 'ilo'i pē pe 'i he ta'etokanga 'a e tēnení pe ko 'ene kau 'a'ahí.

- Ensure that no more than the maximum number of people (if specified in the Tenancy Agreement) reside in the house or flat at any one time. (Note: This does not apply to short term visits.)

Fakapapau'i 'oku 'ikai toe 'ova hake 'a e tokolahi 'o e kakaí 'i he ngata'angá (kapau 'oku tu'u 'i he Tenancy Agreement) 'o e toko lahi 'oku 'i he falé 'i he taimi 'e taha. (Tokanga, 'oku 'ikai uHINGA ENI ki he nofo taimi nounou.)



- Leave at the end of the tenancy, remove all of their goods, leave the house or flat reasonably clean and tidy, remove all rubbish, return all keys, pass cards or other such devices, and leave at the premises all other chattels provided by the landlord.

Mavahe 'i he hili e nofo totongi mo 'ave 'ene koloá kotoa, tuku 'a e feletí pe falé 'oku ma'a mo maau, fetuku e vevé kotoa, fakafoki 'a e 'ü kií kotoa, 'ave 'a e kaati mo e ngaahi me'a pehë, pea tuku he 'apí 'a e ngaahi nga'oto'ota kotoa na'e 'oatu 'e he lenilootí.

- Allow the landlord reasonable access to show prospective tenants, buyers or valuers through the property.

Fakangofua 'o e lenilootí ke ne fakahä ki he tēneni ka ha'ú, kau ki he fakatau pe faka mahu'inga 'i he 'apí.

- Pay all charges for electricity, gas, metered water (if provided for in the Tenancy Agreement) and telephone.

Totongi 'a e mo'ua 'uhilá, kasá, mita vai (kapau 'oku 'i he Tenancy Agreement) mo e telefóni.

## **A tenant must not:**

### **'Oku totonu ke 'oua na'a fai 'eni 'e he kau tenení:**

- Deliberately or carelessly damage the house or flat, or permit anyone else to damage the house or flat. (The tenant is not responsible for damage caused by a trespasser, as long as the tenant took all reasonable steps to prevent it).

Palani ke maumau'i pe maumau'i ko e ta'etokanga 'a e falé pe feletí pe fakangofua ha taha ange ke ne maumau'i 'a e falé pe feletí ('oku 'ikai ko ha fatongia 'o e tēneni hano totongi 'o ha maumau na'e fai 'e ha taha hala-loto 'apí, kae kehe pē na'e fai 'e he tēneni hono lelei taha ke ta'ofi 'a e me'a na'e hokó).

- Use the house or flat for any unlawful purpose, or permit anyone else to use it for an unlawful purpose.

Ngäue'aki pe fakangofua 'o ha taha ke ne ngäue'aki 'a e falé pe feletí ki ha me'a ta'e fakalao.

- Interfere with the peace, comfort or privacy of other tenants or neighbours, or permit anyone else at the house or flat to interfere with tenants' or neighbours' peace, comfort or privacy.

Kau noa 'i he nonga, melino pe ko e fakapulipuli 'a e kau tēneni pe kaungä'api kehé pe faka'ata ha taha kehe he falé pe feletí ke kaunoa foki he nonga, melino pe ko e fakapulipuli 'a e kau tēneni.

- Attach anything to the house or flat or renovate, alter, or add to the building, except as the Tenancy Agreement allows, or with the landlord's written permission.

Fakapipiki ha me'a ki he falé pe feletí pe toe fakalelei pe liliu pe tänaki ki he falé tuku kehe pē ka 'oku fakangofua 'i he Aleapau Nofo'anga Totongi pe 'oku 'i ai ha tohi fakangofua me'i he lenilootí.

- Change the locks without the landlord's permission.

Fetongi 'a e loká ta'e fakangofua 'e he lenilootí.

- Unreasonably refuse entry to the landlord when he or she is entitled to enter.

Fakatapui ta'e 'i ai ha 'uhinga lelei ki he lenilootí kapau 'oku 'i ai ha'ane totonu ke hū ki aí.

- Sublet or assign (transfer) the tenancy to someone else without first getting the landlord's written agreement.

Toe tuku ange ke nofo totongi ha taha kehe pe liliu 'a e nofo totongí ki ha taha kehe ki mu'a ha'ane ma'u mai ha tohi fakangofua meí he lenilootí.

## **A landlord must:**

### **Kuo pau ke ne:**

- Give the tenant receipts for rent if rent is paid in cash or by other negotiable means.

'Oange ha līsiti ki he tēnení ki ha totongi 'o e nofo'angá kapau 'oku fai 'aki ha pa'anga pe me'a ange hangē ko ha sieke te'eki kolosi 'oku fai 'aki 'a e totongí.

- Give the tenant a statement saying what period rent paid relates to, if asked.

'Oange ha fakamatala ki he tēnení 'o fakahā ai pe ko e vaha'a taimi fē 'oku 'uhinga ki ai 'a e 'osi totongi 'o e nofó kapau 'oku 'eke ange.

- Give the tenant 60 days' written notice of a rent increase.

'Oange ki he tēnení ha tohi fakatokanga ki ha teu hiki hake 'o e totongi 'o e nofo'angá 'i he 'aho 'e 60.

- Give the tenant 48 hours' notice of an inspection.

'Oange 'o ha fakatokanga houa 'e 48 ki he tēnení ki ha 'a'ahi.

- Give the tenant 24 hours' notice of entry to repair.

'Oange ha fakatokanga houa 'e 24 ki he tēnení kau ki he hūange ke fai ha fakalelei 'i 'o e nofo'angá.

- Tell the tenant if they intend selling the property.

Fakahā ki he tēnení kapau 'okú ne palani ke fakatau 'a e 'apí.

- Make sure the locks and fastenings are adequate.

Fakapapau'i 'oku lelei mo fe'unga 'a e 'ü loká mo e fakama'ú.

- Do any necessary repairs.

Fai ha fa'ahinga fakalelei 'o ha me'a.

- Pay back the tenant for any urgent repair work that the tenant had to have done (as long as the tenant attempted to notify the landlord before having the work done).

Toe totongi fakafoki 'a e tēnení ki ha fa'ahinga ngäue toe fakalelei na'e pau ke fai pea fai 'e he tēnení (kae kehe pē kuo 'osi feinga 'a e tēnení ke fakatokanga 'a e lenilootí ki mu'a pea toki fai 'a e ngäué).

- Make sure the property is clean and in a fit and habitable condition at the beginning of the tenancy.

Fakapapau'i 'oku ma'a mo 'i ha tu'unga lelei ki he nofó 'a e 'apí 'i he kamata'anga 'o e nofo totongí.

- Pay all outgoings: rates, insurance, land tax etc.

Totongi 'a e ngaahi fakamole kotoa hangë ko e rates (tukuhaú), malu'í pea mo e tukuhaue kekelelé pea mo e ngaahi me'a pehë.

- Take reasonable steps to ensure that tenants aren't disturbed by the landlord's other tenants.

Fai ha ngaahi sitepu ke fakapapau'i ai 'oku 'ikai hoha'asi 'e he'ene kau tēneni kehé 'a e tēnení.

- Maintain the property in a fit and habitable condition during the tenancy.

Tauhi 'a e 'apí 'i ha tu'unga 'oku taau mo ha nofo lolotonga 'a e taimi nofo totongí.

## **A landlord must not:**

### **Kuo pau ke 'oua na'a fai eni 'e he lenilootí:**

- Ask for more than two weeks' rent in advance or ask for more rent to be paid before the rent already paid has run out.

'Eke'i ha totongi ki mu'a 'o 'ova hake 'i he uike ua pe toe 'eke'i ha totongi ki he nofo'angá ki mu'a pea 'osi 'a e taimi 'o e totongi nofo'anga kuo faí.

- Inspect the property more than once in four weeks, except as allowed for to check on work done by the tenant.

'A'ahi 'a e 'apí 'o toe lahi ange 'i he tu'o taha 'i he uike 'e fä, tuku kehe ka fakangofua ke vakai'i ha ngäue na'e fai 'e he tēnení.

- Harass the tenant.

Fakahoha'asi 'a e tēnení.

- Interfere with a tenant's reasonable peace, privacy and comfort or allow others to do so.

Kau noa he nonga melino pe fakapulipuli 'a e tēnení pe fakangofua foki ke fai 'eni 'e ha ni'ihí kehe.

- Interfere with the gas, water, electricity supply or telephone.

Kau noa he kasá, vaí, 'uhilá pe telefoní

- Unreasonably withhold permission for a tenant to sublet or assign the tenancy to someone else if assigning or subletting is not prohibited by the Tenancy Agreement. (A landlord can set

reasonable conditions on subletting or assigning, however any discrimination in terms of the Human Rights Act would be held to be unreasonable).

'Ikai ke fakangofua ta'e 'i ai ha 'uhinga lelei ke toe tukuatu 'e he tēnení ke nofo'anga totongi pe fetongi 'a e tokotaha nofo totongí kapau 'oku 'ikai tapu 'eni 'i he Tenancy Agreement. ('E lava 'e he lenilootí ke fokotu'u ha ngaahi tu'unga 'oku 'ikai fu'u faingata'a ki he toe tuku atu ke nofo'anga totongi pe fetongi 'a e taha nofo totongi he 'apí kae kehe ka 'i ai ha filifili mǎnako pe fakakehe'i 'i he teemi 'o e Lao ki he totonu faka-e-tangatá (Human Rights Act) 'a ia 'e pehē 'oku 'ikai totonu.)

- Unreasonably withhold permission for a tenant to attach any fixtures.

Tapui ta'e 'i ai ha 'uhinga lelei ke fakapipiki pe fa'u ha fa'ahinga naunau fale.

- Change the locks without the tenant's consent.

Fetongi 'a e loká ta'e fakangofua 'e he tēnení.

- Enter the property except as permitted by law or with the tenant's consent.

Hü ki he 'apí tuku kehe kapau 'e fakangofua 'e he laó pe loto ki ai 'a e tēnení.

## **A landlord may:**

### **'E lava 'e he lenilootí ke ne:**

- Write into a Tenancy Agreement how many people are allowed to stay in the house or flat.

Hiki 'i ha Tenancy Agreement pe 'e toko fiha 'a e kakai 'e ngofua ke nofo 'i he falé pe feletí.

- Write into a Tenancy Agreement that the tenant is not allowed to sublet or assign (transfer) the tenancy to anyone else.

Tohi'i 'i ha Tenancy Agreement 'oku 'ikai ngofua ki he tēnení ke ne toe tuku atu 'a e nofo'angá pe fetongi 'a e taha nofo totongí ki ha taha ange.