

Order of the Tenancy Tribunal

Residential Tenancies Act 1986

Office of the Tenancy Tribunal

Tenancy Tribunal at Wellington**Tenancy Address**

89 Standen Street, Karori, Wellington 6012

Applicant

Full Name

Lisa Jane HARRINGTON

Tenant

Respondent

Full Name

NEW LEAF PROPERTIES LIMITED - Kylie Andrews

Landlord

Order of the Tribunal

The Tribunal orders:

1. Lisa Jane Harrington is entitled to withhold two weeks' rent (\$1,390.00) as payment to her of compensation and exemplary damages.
2. From her next rent payment date after the two week period has elapsed, Lisa Jane Harrington is entitled to reduce the rent by \$30.00 per week until the hob is replaced, and \$10.00 per week until the gas fire is removed. As neither of these matters have been attended to, the sum to be deducted will be \$40.00 per week.
3. If there is any dispute about the completion of Order 2, or if the hob fails to any greater extent without being rectified, either party may request a further hearing on the matter by filing a continuation of hearing form with the Registrar.

Reasons:

1. On 30 January 2018, the Tribunal made an order that the landlord, New Leaf Properties Limited, was to replace the broken gas hobs and remove an unusable gas fire in the living area on or before 20 February 2018.
2. The case was adjourned pending completion of this, and to assess an additional claim for compensation and exemplary damages.

3. The landlord has not attended to these matters, and did not attend the second hearing.
4. Having considered the evidence of the tenant, I find that the tenant is entitled to compensation for the lack of use of two hobs, and for the failure to remove the gas fire as promised. Two of five hobs have been unusable since August 2017, and a third is now failing. The gas fire ceased working at or about the same time. The landlord has no intention of replacing the gas fire, as the property has a heat pump. However, whilst no order can be made for its replacement, there is a loss of amenity in having had an alternative form of heating that was supplied with the house now no longer available. The landlord had promised in an email to remove the appliance, but has not done so.
5. The hob has been broken for 7 months. A hob is one of the most important facilities in the kitchen, and the lack of use of all parts of it represents an inconvenience that the landlord ought to have attended to immediately. Whilst it remains possible to cook on the remaining hobs, there is a loss that must be addressed in the lack of full use. I have assessed this loss at \$20.00 per week for 6 months (\$480.00). Compensation of \$250.00 is awarded for loss of use of the gas fire. Whilst it was not proved that there will be increased heating costs, there is a loss of use in an appliance that was provided with the house, and a failure to remove the gas fire as promised, leaving the tenant with a large and unusable object in the living area.
6. In addition, the tenant discovered that her gas supply had been professionally disconnected at or about the deadline for the work order in the previous decision of the Tribunal (shortly after 20 February 2018). There is no evidence as to how this occurred, but the landlord denied responsibility and asked the tenant to remedy this herself. The household was without hot water and cooking facilities for 5 days, and the tenant will have to pay \$460.71 for the reconnection, as the landlord has failed to pay the account for this. Payment of this is clearly a landlord responsibility.
7. The total compensation payable to the tenant is accordingly the sum of \$480.00 (hobs), \$250.00 (gas fire), and \$460.71 (gas reconnection). This totals \$1,190.71.
8. Exemplary damages were sought for the excessive delay in repairing the hob, the non-engagement by the landlord regarding the gas fire and the failure to comply with the work order. Having regard to the factors set out in s109 of the Act, the sum of \$200.00 is awarded (rounded to \$204.29 to increase the sum awarded to equate to two weeks' rent). It is in the public interest for landlords to understand and follow their basic maintenance responsibilities. The tenant has had a daily reminder in her use of the property of the general disregard that has been shown for her rights. She has acted reasonably in all respects and has simply wanted the matter to be sorted out.
9. Going forward, the rent is reduced until these matters are attended to. As a third and main hob is now failing, a greater weekly amount is deductible for the broken hobs until their replacement is complete (\$30.00), and a lesser amount is awarded for the gas fire (\$10.00).
10. If the situation changes with the hob, or there is a dispute about the completion of Order 2, either party may seek a continuation of this hearing.