[2025] NZTT 5113648, 5161872

5243994

5260524

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the parties names and identifying details.

Application 5113648

2. The application by the landlord for a rehearing is dismissed.
3. The stay is lifted and the order dated 7 February 2025 is enforceable.

Applications 5243994 and 5260524

4. The tenancy of [The tenant/s] at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], at 11.59pm on Friday 20 June 2025.
5. [The tenant/s] $54.00 immediately as calculated in the table below.

Description	Landlord	Tenant
Filing fee reimbursement – rent arrears termination	$27.00	

Filing fee reimbursement – hardship termination	$27.00
Total award	**$54.00**

Application 5161872

6. The hearing is adjourned.

7. A further 90 minutes video hearing should be allowed for the next hearing of this matter.

8. If either party intends to produce any additional documents or video recordings at the next hearing, they must email copies to the Tribunal within 14 days after the date of this order to the email address: remote.tenancy@justice.govt.nz. They must also email copies of the additional documents or video recordings to the other party.

9. If the respondent also has a claim they want dealt with at the next hearing, they must file their application with Tenancy Services within 14 days of this order and refer to the current application number.

Reasons:

1. Both parties attended the remote hearing on 30 May 2025.

2. The landlord was represented by Counsel.

3. One of the tenants had a support person and attended by video call. The other tenant attended by phone.

BACKGROUND

4. The background of these proceedings is as follows. On 14 July 2024 the tenancy commenced and was for a fixed term due to end on 14 January 2025. The tenancy relates to a premises situated at a rural property in [Tenancy address suppressed] . On 12 October 2024 the landlord served a termination notice on the tenants.

5. On 22 October 2024 the tenants filed an application[1] for a number of orders in relation to the tenancy. On 7 November 2024 the landlord filed a cross-application[2] seeking termination.

6. On 29 November 2024 the applications were heard over a one-day hearing. Both the landlord and the tenants attended the hearing in person in [redacted].

7. On 2 December 2024 the Tribunal issued a decision declaring the termination notice issued by the landlord on 12 October 2024 to be of no effect and set aside, amending the tenants name recorded with the Bond Centre records and dismissing all other claims.

8. On 13 December 2024 the landlord's agent served the tenants with a further termination notice on the basis the landlord intended to sell the property. On 18 December 2024 the tenants filed an application[3] seeking that the termination notice is retaliatory, seeking work orders and compensation in relation to various alleged breaches of the landlord's obligations and seeking exemplary damages.

9. On 31 January 2025 a hearing in respect of the tenants second application was held in person in [redacted]. The tenants attended the hearing however only the landlord's agent attended the hearing. The landlord herself did not attend.

10. On 7 February 2025 the Tribunal issued a decision declaring the termination notice of 13 December 2024 retaliatory and of no effect, ordering the landlord to pay the tenant exemplary damages, making work orders by consent and dismissing all other applications.

11. On 11 February 2025 the tenant filed a third application[4] seeking compensation of $100,000 and exemplary damages for various alleged breaches of the landlord's responsibilities.

12. On 14 February 2025 the landlord applied for a rehearing and stay in respect of the order dated 7 February 2025.

13. On 28 February 2025 the Tribunal directed that the rehearing application be set down for a video hearing and a stay in relation to the order for exemplary damages and work order. On 4 April 2025 the rehearing application was scheduled but was adjourned.[5]

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[1] TT [application number redacted]
[2] TT [application number redacted]
[3] TT 5113648
[4] TT 5161972
[5] See adjournment order dated 7 April 2025.

14. On 28 April 2025 the landlord applied for termination[6] for breaches in relation to rent arrears. Work orders were also sought which have been unable to be heard at this hearing due to time constraints. These claims may be dealt with at the next hearing. On 12 May 2025 the landlord applied for termination in relation to hardship[7].

15. On 29 May 2025 all matters were scheduled for hearing. On 28 May 2025, following a number of requests by the tenant for an adjournment, I adjourned all matters to be called on 30 May 2025.

16. I will deal with the applications in turn below.

REHEARING APPLICATION

17. As noted above, on 7 February 2025 the Tribunal made an order declaring the termination notice issued by the landlord on 13 December 2024 as retaliatory and awarded exemplary damages and reimbursement of the filing fee.

18. On 14 February 2025 the landlord applied for a rehearing and stay on the grounds that a substantial wrong or miscarriage of justice had occurred.

19. The landlord submitted new evidence with the application for a rehearing:

    a. This new evidence was provided to show the landlord intended to sell the premises prior to issuing both termination notices due to the landlord's decision to permanently settle in a different area and sell the tenanted property in order to purchase a new home.

    b. The new evidence is also intended to show and that the second termination notice was not motivated, even partly, by the tenants exercising their rights in proceedings relating to the first termination notice.

Relevant legal considerations

20. The relevant law that applies is the Residential Tenancies Act 1986 (RTA).

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[6] TT 5243994
[7] TT 5260524

21. The RTA states the Tribunal has the power to order a rehearing of the whole or any part of the proceedings on the ground that a substantial wrong or miscarriage of justice has or may have occurred or is likely to occur.[8]

22. Usually, the party applying for the rehearing must show that something went wrong with the Tribunal's procedure, for example, that they did not receive notice of the hearing, or they were not able to properly present their case.

23. The District Court has held that if the Tribunal was simply wrong in its findings of fact, or its application of the law, this is not sufficient to establish a miscarriage of justice. A rehearing is not an alternative to an appeal. Furthermore, a rehearing will not be granted just because a party is unhappy with the decision, or to give them a second opportunity to present their case.[9]

24. The applicant need not establish an actual miscarriage of justice or substantial wrong, only that it may have occurred. However, in the District Court Judgment of *Wellington City Council v McMillan* [10], Judge Tuohy held that the statutory language set a high standard, and said:

> [18] … They most obviously apply … to cases of procedural error eg a hearing which takes place in the absence of a party who has not been given notice of it; the improper admission or rejection of evidence; misconduct by the adjudicator or by one of the parties or a witness. The words may also encompass the discovery of new and important evidence not previously available.
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> [19] In my view, however, the words do not cover a complaint that the Tribunal was merely mistaken or wrong in its findings of fact or in its application of the law. There are two reasons for this. First the strength of the language in s 105 is such that something more than a mere wrong decision must be shown. The section does not speak of a decision being wrong, but of a substantial wrong or miscarriage of justice occurring. This implies obvious injustice, not merely an erroneous decision.
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> [20] Secondly, if a mere erroneous decision is enough, whether the error is factual or legal or both, it would enable parties to in effect appeal any decision twice: once to the very Tribunal which made it by way of an application for rehearing, and then

[8] See s 105 of the RTA.
[9] *Yogeswaran v Doubletrees Properties Ltd* [2021] NZDC 15704
[10] *Wellington City Council v McMillan* [2003] DCR 50

> again to the District Court against the grant or refusal of the application for rehearing. Not only does that offend the general hierarchical nature of the appeal system, it would also make the time limit for filing notice of appeal against an original decision nugatory."

25. As noted by the District Court in *Loh v Puri* [11]:

> In this Court's view the Tribunal's reasons for refusing a rehearing are correct. Rehearing's are about challenges to processes and procedures and are not about what the adjudicator found or the decisions the adjudicator made.

26. A rehearing may be granted where there is new evidence that was not reasonably available at the first hearing, if it could have affected the outcome.

27. In *Rae v International Insurance Brokers (Nelson Marlborough) Ltd*[12], the Court of Appeal set out relevant considerations regarding further evidence:

> The principles upon which further evidence is admitted are designed to balance the interests of the person seeking to adduce such evidence on the one hand with the interests of the opposite parties on the other. They are also designed to reflect the public interest in ensuring, so far as possible, that parties put up their best case at trial. Any other approach would be very wasteful of public resources. The conventional requirements are that the further evidence must be fresh, it must be credible and it must be cogent.
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> Evidence is not regarded as fresh if it could with reasonable diligence have been produced at the trial…While the absence of freshness is not an absolute disqualification, the criteria for admission in such circumstances must be very strict. In our view, when the evidence is not fresh it should not be admitted unless the circumstances are exceptional and the grounds compelling. In addition, it will need to pass the tests of credibility and cogency.

28. The High Court in *Angelo v Lehr*[13] confirmed that it was not a miscarriage of justice to decline a rehearing just because evidence was not considered at the original hearing, when that evidence could have been produced at the original hearing.

Has a substantial wrong or miscarriage of justice occurred?

29. The landlord seeks to have a rehearing on the basis that relevant evidence was not provided at the second hearing because of a lack of understanding about

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[11] *Loh v Puri* [2019] NZDC 1993 Judge Christiansen
[12] *Rae v International Insurance Brokers (Nelson Marlborough) Ltd* [1998] 3 NZLR 190
[13] *Angelo v Lehr* [2022] NZHC 3033

what needed to be provided to effectively show the termination notice she had served on the tenant was not retaliatory.

30. The landlord did not attend the original hearing and was represented by a property manager. The landlord has now provided a detailed statement of evidence in support of her application for a rehearing and stay.

31. The landlord has provided an email from her real estate agent to confirm that the landlord contacted him in 2024 about selling the premises. The landlord has also provided a “Comparative market analysis” she obtained from her real estate agent for the property on 13 May 2024. I consider the landlord could have obtained a statement from the real estate agent before the last hearing and that she had the market analysis which could have been submitted for the hearing on 31 January 2025.

32. The interests of justice require parties to put their best case forward at a hearing and both parties had the opportunity to do this at the 31 January 2025 hearing.

33. It is important to note that at the previous hearing the landlord said, through her property manager. that she had a residential listing agency agreement. The landlord did not produce this before or during the hearing and it was only after the hearing that it was provided. It was unsigned by the landlord with no commencement date. I consider the property manager was aware at the hearing of what evidence might be relevant to the issues of whether the termination notice was retaliatory. It is not for the Tribunal to extract relevant evidence.

34. The tenants oppose a rehearing being granted. The tenants dispute that the real estate agent valuation was obtained for the purposes of selling the property in the short term, but say it was for insurance purposes. They say the landlord indicated that their tenancy was intended to be long term.

35. I do not consider that there has been a procedural unfairness in the circumstances. The landlord did not attend the hearing on 31 January 2025. Her attendance and her providing evidence from her real estate agent may have been relevant, however this evidence could have been produced with reasonable diligence at the last hearing.

36. For the reasons set out above, I am not satisfied that a miscarriage of justice may have occurred, and a rehearing is dismissed. The stay in respect to the order for exemplary damages and a work order is lifted. The declaration that the termination notice is retaliatory remains.

APPLICATION FOR TERMINATION FOR RENT ARREARS

37. The landlord has applied for termination of the tenancy for breach of the tenant's obligations in relation to rent arrears.

Should the tenancy be terminated?

First ground relied on – Rent 21 days in arrears at the time of filing the application.

38. The first ground relied upon is section 55(1)(a) of the RTA, which mandates that the Tribunal shall order termination of the tenancy if rent is at least 21 days in arrears at the time the application is filed. The provision is mandatory in nature once the factual threshold is met.

39. Rent was not 21 days in arrears on the date the application was filed. Therefore, the threshold under section 55(1)(a) is not met.

40. The application for termination on this ground is dismissed.

Second ground relied on – three notices of rent arrears within 90 days.

41. The landlord also relies on section 55(1)(aa) of the RTA. This provision allows the Tribunal to terminate a tenancy where a tenant has been at least five working days in rent arrears on three separate occasions within a 90-day period and where certain procedural requirements are satisfied. This provision reflects Parliament's intention to provide landlords with a firm but fair mechanism for responding to persistent patterns of rent non-payment, even where each instance is later remedied. To succeed under this provision, the landlord must establish:

    a. on 3 separate occasions within a 90-day period the rent has been at least 5 working days in arrear; and

    b. on each occasion the landlord gave the tenant written notice:

        - advising the tenant of the arrear,
        - the dates for which rent was overdue,
        - the amount or amounts of overdue rent, and
        - the tenant's right to make an application to the Tribunal challenging the notice; and

c. each notice stated how many other notices (if any) the landlord had given the tenant under this paragraph in relation to the same tenancy and 90-day period; and

d. the landlord's application to the Tribunal was made within 28 days after the landlord gave the third notice.[14]

42. In this case the landlord has not served notices that meet the above provisions, therefore the application for termination on these grounds is dismissed.

Third ground relied on - failure to remedy breach after notice

43. Section 56 of the RTA provides the Tribunal may terminate a tenancy for breach where, due to the nature or extent of the breach, it would be inequitable to refuse to terminate. [15]

44. Where the breach is capable of remedy the landlord must first serve a notice on the tenants requiring them to remedy the breach within at least 14 days and establish that the tenants have failed to do so.

45. The tenants have breached their obligations by failing to pay rent as and when it is due and payable.

46. The landlord's application for termination for rent arrears was filed on 28 April 2025. A rent summary was provided in support of the application. The rent summary shows rent has been in arrears since March 2025. The tenants disputed receiving 14-day notices before 26 April 2025. The tenants dispute the rent ledger.

47. The tenants raised that they would pay rent generally on a Wednesday. The rent summary records the rent period commencing on a Sunday. I have taken this into account when reviewing the rent summary and 14-day notices. The landlord only needs to show that one 14-day notice was served on the tenant and not remedied to meet the threshold in s 56.

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[14] See section 55(1)(aa) RTA.

[15] See section 56(1) RTA.

48. The landlord issued a 14-day notice on 26 April 2025 which records the rent arrears as $750. The tenant accepted they were served with this 14-day notice. The Payment date was 10 May 2025. The rent arrears payment the tenants made on 24 April 2025 of $2250 paid the rent arrears to 19 April 2025. The tenant had not paid their usual rent on 17 April 2025 (for the subsequent week, commencing 20 April 2025). As of 10 May 2025, rent remained one week in arrears, therefore the tenant did not remedy the breach.

49. In *Vincent Dean Huff v City Central Property Management*[16] the Court needed to consider the extent of section 56(1)(c), which requires consideration of whether 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". The Court set out a range of factors that would be relevant in that case, being:

(a) The history of the tenancy.
(b) Whether there had been a persistent failure after repeated warnings.
(c) Whether the history of breaches was such it was unlikely the tenant would comply with their obligations in the future.
(d) Whether the breach was inadvertent or deliberately committed.
(e) The conduct of the landlord.
(f) The gravity of the breach.
(g) Whether termination is a proportionate response to the breach.

50. In considering these factors I make the following comments:

(a) ***The history of the tenancy:*** This has been a short tenancy. It seems that the first 6 months of the tenancy rent arrears was not an issue, however for the second 6 months' rent arrears have been an ongoing issue.

(b) ***Whether there had been a persistent failure after repeated warnings:*** The tenant has been in persistent rent arrears since 29 December 2024, save for one week in March 2025. The landlord served numerous 14-day notices on the tenant requiring the tenant to pay the rent arrears and current rent payments. Some of the 14-day notices did not prescribe a 14-day period for the tenant to remedy the rent arrears, therefore they cannot be relied on in support of meeting the threshold in s 56 of the RTA, however they did alert the tenants to the rent arrears.

(c) ***Whether the history of breaches was such it was unlikely the tenant would comply with their obligations in the future***: The tenants did not dispute that they were in rent arrears as at the hearing date. By the hearing date rent arrears was $1,300 (to 31

[16] *Vincent Dean Huff v City Central Property Management* [2020] NZDC 19229 (Judge Rowe) at [61].

May 2025). It seems unlikely to me the tenant will now pay the rent arrears promptly. The tenants suggested they pay of their rent arrears; however, the landlord seeks prompt payment of the rent arrears.

(d) ***Whether the breach was inadvertent or deliberately committed:*** The tenants have said they have had some financial issues with WINZ. I do not consider the tenant's have intentionally sought to breach their rent obligations.

(e) ***The conduct of the landlord:*** The tenants were unhappy that they had been issued with several 14-day notices, however in the circumstances I consider it appropriate that the landlord alerted the tenants about the rent arrears and requested that they remedy the rent arrears.

(f) ***The gravity of the breach:*** Failure to pay rent is a serious breach.

(g) ***Whether termination is a proportionate response to the breach***: I am persuaded that termination is a proportionate response to the breach.

51. I find it would be inequitable to refuse to terminate the tenancy. The tenancy will end.

APPLCATION FOR TERMINATION FOR HARDSHIP

52. In the alternative the landlord applied to terminate the tenancy based on hardship, pursuant to section 55B of the RTA which states:

> **55B** **Termination where it would be unreasonable to require landlord to continue with tenancy**
>
> (1) A landlord under a periodic tenancy may apply to the Tribunal for an order terminating the tenancy on the ground of hardship.
>
> (2) The Tribunal may make the order only if satisfied that—
>
> (a) without the order the landlord would suffer greater hardship than the tenant; and
>
> (b) because of that hardship, it would be unreasonable to require the landlord to continue with the tenancy.
>
> (3) In deciding whether it would be unreasonable to require the landlord to continue with the tenancy, the Tribunal must take into account the impact that terminating the tenancy would have on the tenant.
>
> (4) Any order under this section must specify a date for the termination.

53. What this means is the Tribunal may terminate a periodic tenancy on the grounds of hardship where:

    a. Without the order the landlord would suffer greater hardship than the tenant and

b. because of the hardship it would be unreasonable to require the landlord to continue with the tenancy.

54. In making such and order the Tribunal must take into account the impact termination would have on the tenant.

55. Section 51 of the RTA sets out the grounds on which a landlord may terminate a tenancy and includes that the landlord may terminate without grounds on providing 90 days' notice. The landlord in this case could therefore terminate the tenancy under this provision. However, given the history of the Tribunal declaring the two termination notices she has served on the tenants as retaliatory, the landlord has prudently sought termination by way of Order of the Tribunal. I therefore consider the landlord has exhausted all options to end the tenancy by other means.

56. The landlord seeks termination on the basis of hardship if the tenancy continues. Hardship is not defined in the Act. However, the New Zealand Law Dictionary,[17] defines hardship as, "adverse repercussions whether mental or physical ranging from temporary discomfort or inconvenience to some permanent and unalterable misfortune".

57. Unlike section 66 of the Act, which allows a party to a fixed term tenancy, either the tenant or landlord, to make an application for termination due to an unforeseen change of circumstances resulting in hardship, section 55B does not require the landlord's hardship to have been unforeseen.

58. The onus is on the landlord to establish that without an order for termination the hardship suffered by themselves would be greater than that suffered by the tenant, and because of that hardship it would be unreasonable to require the landlord to continue with the tenancy.

Hardship for the landlord

59. The landlord provided written evidence outlining the history of her ownership of the property. In 2024 she moved to [redacted]. At that time she intended to sell her property, but she received real estate agent advice that it was not a good time to sell and she decided to rent out the premises. The landlord says she made it clear to the tenants that after six months she would see whether she intended to return to [Tenancy address suppressed] or remain in Napier, in which case she would sell the property.

[17] New Zealand Law Dictionary, 10th edition, P Spiller, Lexis Nexis New Zealand February 2022.

60. The landlord says in October 2024 she decided to sell the premises and was advised the property would attract a higher price if it was unoccupied.

61. The landlord gave evidence as to her financial circumstances, including that she does not have a consistent income and relies on the tenants to pay rent, however they have been in persistent rent arrears. The landlord says she has suffered financial loss due to not having a tenant in a neighbouring premises in [Tenancy address suppressed].

62. In addition, the landlord says is unable to meet the increasing maintenance cost of the [Tenancy address suppressed] property, including having to pay for water as she cannot afford to fix the pump and the costs to repair the deck (for which she has been served a 14-day notice to remedy by the tenant. The landlord would like to sell her home to alleviate financial pressure.

63. The landlord spoke of the deteriorating relationship between her and the tenants to the point where she has had difficulties attending at the property which creates issues in her meeting her obligations as a landlord.

64. The landlord has provided evidence from her partner (who I will refer to as [the landlord's partner]). He was also available for cross examination at the hearing.

65. [The landlord's partner] says the landlord is suffering severe financial hardship. [The landlord's partner] says the landlord is a widow and has two dependent children. [The landlord's partner] says the inability to have the tenancy terminated has created financial crisis for her. He says the inability to sell her home is untenable. [The landlord's partner] says he has loaned the landlord money for legal fees and costs.

66. The landlord also provided evidence from her mother, who confirms she has had to loan the landlord money to help her care for her children and that the landlord's mental well-being is being impacted by the tenancy.

67. At the hearing, the tenants asked the landlord what she is doing to alleviate her hardship and suggested she find additional employment. I took from this that the tenants accept the landlord is experiencing hardship.

68. I also note that following a recent inspection of the property the tenant's made a 105 Police complaint against the landlord. I have no information about whether the Police intend on taking action in relation to that complaint. This illustrates the deteriorating situation between the landlord and tenant.

Hardship for the tenant

69. I will refer to the tenants as [The tenant/s]. [Tenant 1] is a student. She is in her final year of study. She travels a few times a week to [redacted] for study but travels back to [Tenancy address suppressed] at the end of each day. I understand [Tenant 1] is self-employed although gets WINZ support. The tenant's children attend school in the area close to the tenancy address. The tenants will suffer hardship if the tenancy ends as they will need to find alternative housing. I understand this will cause significant stress and worry.

70. I do note the tenant's evidence that they have KiwiSaver which they can access to purchase a home.

Decision

71. After hearing from the parties and considering the documentary evidence produced, I am satisfied that the tenancy model adopted by the landlord is unsustainable. I consider the landlord's overall inability to meet her financial obligations constitute significant hardship. I am also satisfied that the landlord will suffer hardship in being unable to meet her landlord responsibilities. It appears the landlord will have difficulty in inspecting the property, carrying out maintenance and selling the premises if the tenants remain in the premises.

72. I consider the tenant will suffer hardship in having to move, but I consider that without a termination order, the landlord would suffer greater hardship than the tenant. It would be unreasonable to require the landlord to continue with the tenancy.

73. I consider the landlord has made out the grounds for termination based on hardship. Therefore, the tenancy is terminated on the additional grounds set out in s 55B of the RTA.

FILING FEE

74. Because the landlord has wholly succeeded with the application for termination I have awarded the two filing fees in respect of those applications.

ADJOURNMENT

75. The tenants have filed a further application. I have raised with the parties that the Tribunal may strike out, in whole or in part, a proceeding, if satisfied that it is otherwise an abuse of process.[18]

76. The tenant's claims are adjourned to a 90-minute hearing to determine whether part or all of the tenants claims amount to an abuse of process and to identify the issues for determination.

77. At the next hearing the landlord is to confirm whether any orders are sought in respect of rubbish removal and the broken ranch slider as the was not sufficient time to hear these matters at this hearing.

Representation

78. Section 93 of the RTA states that no party shall be entitled to be represented at the hearing by counsel or by a representative, except in certain circumstances. The parties are entitled to representation where the amount in dispute exceeds $6,000. The amount in dispute in this case exceed $6,000.00 therefore both parties are entitled to representation. Where parties are represented the issue of costs arises. Costs are discretionary and that the Tribunal is a lay Tribunal is a relevant factor when costs are being considered.

Hearing date

79. The parties will be notified in writing by Tenancy Services of the date and time of the next hearing.

SUPPRESSION

80. The Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case. [19] The Tribunal may, on the application of any party to proceedings or on its own initiative, having regard to the interests of the parties and to the public interest, order that all or part of the evidence given or the name or any identifying particulars of any witness or party not be published. [20]

81. Both parties sought name suppression.

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[18] See section 92A of the Residential Tenancies Act 1986
[19] See Section 95 A (1) of the RTA.
[20] See section 95 A (4) of the RTA.

82. I am mindful that open justice reporting is a fundamental principle in our legal system. The open justice principle requires the outcome of adjudication to be available to the public. However, both parties have had success to date and I do not consider there is a public interest in publishing the parties names and identifying details and accordingly both parties names and identifying details are suppressed.

N Bradley
04 June 2025

Please read carefully:

Visit justice.govt.nz/tribunals/tenancy/rehearings-appeals for more information on rehearings and appeals.

Rehearings

You can apply for a rehearing if you believe that a substantial wrong or miscarriage of justice has happened. For example:

- you did not get the letter telling you the date of the hearing, **or**
- the adjudicator improperly admitted or rejected evidence, **or**
- new evidence, relating to the original application, has become available.

You must give reasons and evidence to support your application for a rehearing.
A rehearing will not be granted just because you disagree with the decision.
You must apply within five working days of the decision using the Application for Rehearing form: justice.govt.nz/assets/Documents/Forms/TT-Application-for-rehearing.pdf

Right of Appeal

Both the landlord and the tenant can file an appeal. You should file your appeal at the District Court where the original hearing took place. The cost for an appeal is $260. You must apply within 10 working days after the decision is issued using this Appeal to the District Court form: justice.govt.nz/tribunals/tenancy/rehearings-appeals

Grounds for an appeal

You can appeal if you think the decision was wrong, but not because you don't like the decision. For some cases, there'll be no right to appeal. For example, you can't appeal:

- against an interim order
- a final order for the payment of less than $1000
- a final order to undertake work worth less than $1000.

Enforcement

Where the Tribunal made an order about money or property this is called a **civil debt**. The Ministry of Justice Collections Team can assist with enforcing civil debt. You can contact the collections team on **0800 233 222** or go to justice.govt.nz/fines/civil-debt for forms and information.

Notice to a party ordered to pay money or vacate premises, etc.

Failure to comply with any order may result in substantial additional costs for enforcement. It may also involve being ordered to appear in the District Court for an examination of your means or seizure of your property.

If you require further help or information regarding this matter, visit tenancy.govt.nz/disputes/enforcing-decisions or phone Tenancy Services on 0800 836 262.

Mēna ka hiahia koe ki ētahi atu awhina, kōrero ranei mo tēnei take, haere ki tenei ipurangi tenancy.govt.nz/disputes/enforcing-decisions, waea atu ki Ratonga Takirua ma runga 0800 836 262 ranei.

A manaomia nisi faamatalaga poo se fesoasoani, e uiga i lau mataupu, asiasi ifo le matou aupega tafailagi: tenancy.govt.nz/disputes/enforcing-decisions, pe fesootai mai le Tenancy Services i le numera 0800 836 262.