[2025] NZTT 5268762

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.
2. The application was withdrawn at the hearing.

Reasons:

1. Both parties attended the hearing.
2. The tenant had applied for an adjournment and made a request to attend by telephone. Neither of those requests were granted. The hearing was scheduled to start at 9:30am. The tenant arrived at 10:30am.
3. The Tribunal delayed the start time to accommodate the tenant even though it is well established that once a hearing has been scheduled, the obligation is on the parties to attend at the correct time. *Kawaya v Waikato Property Rentals* [MA 100/02] 10 October 2002.
4. [The tenant/s] had applied for compensation regarding the condition of the property and an Order declaring that a notice to terminate the tenancy was retaliatory.
5. [The tenant/s] is one of three joint tenants. One of the other tenants is also a guarantor. The other two tenants have left the property. [The tenant/s] (and the other tenants) asked for the tenancy to be amended so that [The tenant/s] is the sole tenant. That request was not accepted by the landlord. So, the tenancy

remains a periodic tenancy for which all three tenants are jointly and severally liable.

6. [The tenant/s] complained that the property manager should have explained the legal obligations of joint tenants and explained that the landlord and tenants all had to agree on any changes to the tenancy (including the parties). There is extensive email evidence of the property manager trying to explain those matters to the tenants. Further, the property manager was not involved at the start of the tenancy.

7. The landlord has issued a 90-day, no cause, notice to terminate the tenancy. The notice expires on 14 August 2025. The tenant claims that the notice was retaliatory. The property manager says that, while no explanation was required, the owner intends to carry out renovation work at the premises.

8. For a notice to be declared retaliatory, the tenant must prove that in terminating the tenancy, the landlord was motivated wholly or partly by the tenant exercising a right under the tenancy agreement or any Act, or by any complaint against the landlord. See section 54(1) Residential Tenancies Act 1986.

9. A party who brings a claim to the Tenancy Tribunal must prove on the balance of probabilities (more likely than not) that their version of events took place. They must prove that the other party has breached its obligations and the loss (or consequence) they have suffered because of that breach. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden of proof.

10. The tenant's evidence at the hearing was vague and non-specific. It was not clear what she was claiming or what relief she was seeking. During the hearing she advised that she was not seeking compensation but continued to refer to leaks and the condition of the property. She also wanted the termination notice to be extended.

11. [The tenant/s] maintained that she had not had enough time to prepare. I do not accept that submission. This is [The tenant/s]'s application. It was submitted on 20 May 2025. [The tenant/s] was advised of the 10 July hearing date on 12 June 2025.

12. After questions from the Tribunal, [The tenant/s], said she was looking for answers. I reiterated the role of the Tribunal. The Tribunal's role was summarised in *Birch v Otautahi Community Housing Trust* [2022] NZTT 4207456 at [8], as follows:

> *"The Tribunal is an adjudicative body. It is not a forum for general complaint. It is not a complaints service. It is not an investigative body. And it does not mediate disputes. It looks to what is set out in an application by a landlord or a tenant; hears evidence and submissions from both parties; and makes a decision that is binding on the parties."*

13. The landlord provided a timeline of its responses in relation alleged defects at the property and evidence in relation to the notice to terminate.
14. After I had heard from the landlord, the tenant advised that she is withdrawing her application. I checked that that was really her intention. She confirmed that it was.
15. As the application was withdrawn, I have suppressed both parties' details.
16. Even though the application was withdrawn, I have set out the background in some detail in an attempt to explain the Tribunal's role to [The tenant/s] and provide some guidance about what would have been required to establish a claim.

R Morgan
10 July 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, or the failure to make an order, where the amount in dispute on appeal is less than $1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is 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.