TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT (5258085):	[The respondent/s] Tenant
APPLICANT (5280919) and RESPONDENT (5258085):	[The applicant/s] Landlord
RESPONDENT (5280919):	[The respondent/s] Tenant
TENANCY ADDRESS:	[Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the parties' names and address of the premises.
2. [The tenant/s] must pay [The landlord/s] $1,327.00 immediately, calculated as shown in table below:

Description	**Landlord**
Rent arrears (to 30 June 2025)	$1,300.00
Filing fee reimbursement	$27.00
Total award	**$1,327.00**
Total payable by Tenant to Landlord	**$1,327.00**

3. [Tenant 1]'s application for reduction of the fixed term tenancy is dismissed.

Reasons:

1. A representative of the landlord attended the hearing. [Tenant 1] attended the hearing by telephone. [Tenant 2] did not attend, but provided a written submission, which I have considered.

2. The landlord has applied for rent arrears and has provided rent records which prove the amount owing. I have made an order accordingly.

3. [Tenant 1] has applied for reduction of a fixed term tenancy. The tenancy started on 27 November 2023. On expiry of the initial fixed term, it was renewed for a further 12 months to 25 November 2025.

4. [Tenant 1] and [Tenant 2] are joint tenants. Each tenant does not have an individual agreement with the landlord; they have a collective agreement where together they are the tenant/s. [Tenant 1] and [Tenant 2's] relationship has broken down and only [Tenant 1] has applied for reduction of the fixed term tenancy.

5. Previous Tribunal decisions have considered whether one of several joint tenants can apply for early termination of a fixed term. I adopt the reasoning in *Tenant v Landlord* [2024] NZTT 4925973 and conclude that I can hear the application of one tenant to reduce the fixed term.

6. The nature of the joint and several tenancy means that I cannot reduce the term or terminate the tenancy for only the applicant/s that applies. If I am satisfied that the tenancy should terminate then I must reduce the term stated in the tenancy agreement or terminate the total tenancy. [Tenant 1] has the onus of proving his application.

7. A tenancy agreement is a contract. When parties enter contracts, they are bound by the terms that they have agreed to. That is because the other party may make changes to their position in reliance of the other party fulfilling the promises that they have made in the contract.

8. The usual legal position with fixed term contracts, is that the term of the contract will be applied strictly, and it will only be in limited circumstances that a decision maker, like the Tribunal, would interfere with that term.

9. The Tribunal may reduce a fixed term tenancy where:

    a. there has been an unforeseen change in the applicant's circumstances; and

    b. there would be severe hardship to the applicant if the term is not reduced; and

    c. c. the applicant's hardship would be greater than the hardship to the other party if the term is reduced. See section 66(1) Residential Tenancies Act 1986.

10. The first consideration is whether there has been an unforeseen change in the tenant's circumstances. Unforeseen means unexpected or not anticipated. The tenancy was renewed for a further fixed term in late 2024. [Tenant 1] says that his relationship with [Tenant 2] has broken down and he no longer lives at the property. However, he says that he moved out about a year ago. That is,

before the tenancy was renewed. He acknowledged that he and [Tenant 2], together, renewed the tenancy but says that his lawyer has now advised him to stop paying the rent.

11. [Tenant 1] says that he can longer afford to pay this rent and a mortgage on his home. He also said that his business has failed, which is contributing to the financial stress. [Tenant 2] disputes the cause of the business failure. It also appears that [Tenant 2] is paying the rent. She does not want the tenancy to end but would be happy for it to be transferred to her name if the current arrears and ownership of the bond are resolved.

12. This Tribunal is not the appropriate forum for parties to attempt to resolve relationship property issues.

13. [Tenant 1] did not identify or provide any corroborative evidence of an unforeseen change in his circumstances since the renewal was signed. He did not provide evidence of severe hardship. Severe hardship has been described in previous Tribunal decisions, as rigorous, harsh and not negligible, it is more than ordinary hardship. The severe hardship must also result from the unforeseen change.

14. While all parties seem willing to vary to the agreement, to allow [Tenant 2] to remain as the sole tenant, I can not vary the tenancy without the unconditional consent of all parties. As noted in *Tenant v Landlord* [2024] NZTT 4925973 at para 43:

    "The law is a blunt instrument, it allows me to either find that there are grounds for a reduction or not, it does not allow me to reduce the rent or vary the terms of the tenancy, in these circumstances and that is why I have not done so."

15. [Tenant 1]'s application for reduction of the fixed term tenancy is dismissed.

16. As the landlord succeeded with its application for rent arrears, I have also awarded reimbursement of the Tribunal application fee. Given the circumstances which gave rise to this application, I have ordered suppression of the parties' names and address of the premises.

R Morgan
12 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.