[2025] NZTT 5280036

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Sunrise Property Management And Services Limited As Agent For W Xue & L Sun

Landlord

RESPONDENT: Garrett Nicholas Peter Davidson

Tenant

TENANCY ADDRESS: 18 Culver Terrace, Howick, Auckland 2014

ORDER

1. The Bond Centre is directed to release the bond of $2,933.65 (Bond No. 3579851-007) to Sunrise Property Management and Services Limited as Agent for W. Xue and L. Sun, upon receipt of the required documentation to be submitted by the landlord, including a copy of this order.
2. Garrett Nicholas Peter Davidson is ordered to pay $5,952.82 ("the debt amount") to Sunrise Property Management and Services Limited as Agent for W. Xue and L. Sun, calculated as follows:

Description	**Landlord**	**Tenant**
Rent arrears to 1 August 2025	$8,260.00	
Filing fee reimbursement	$27.00	
Lock/key replacement	$350.75	
Water consumption to 6 June 2025	$ 275.07	
Total amount owing by Tenant to Landlord	***$8,912.82***	
Less Bond	$2,960.00	
Total debt amount awarded to Landlord from Tenant	**$5,952.82**	

Reasons:

3. Both parties attended the hearing.
4. The landlord sought orders for rent arrears, compensation for lost keys and water usage charges, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
5. The tenant accepted liability for all items except the claimed rent arrears.
6. The bond is released in full to the landlord by consent and is appropriate considering the tenant's outstanding debt

How much is owed for rent and water?

7. The tenant did not dispute the landlord's claim for water charges. However, I have only ordered $275.07 as payable, reflecting the last supported record up to 6 June 2025. A higher figure of $335 was referenced in the landlord's emails up to 14 July, but no additional invoices or meter readings were provided to substantiate this amount.
8. The landlord submitted rent records. Determination of rent arrears depends on establishing the tenancy termination date.

When did the tenancy terminate?

9. The landlord issued a 90-day termination notice on 13 June 2025. The tenant claims to have notified the landlord by phone on the same day of his intention to vacate by 30 June 2025. The landlord denies receiving such notice and argues that all termination communications must be in writing. He states that he only became aware of the vacancy during a routine inspection on 14 July.
10. The Tribunal finds that the tenancy terminated on 1 August 2025, for the following reasons:
    a. Under section 51 of the Residential Tenancies Act 1986, a tenant must provide at least 21 days' written notice if vacating earlier than a landlord's 90-day notice period, unless the landlord agrees in writing to a shorter timeframe.
    b. The landlord's termination notice clearly informed the tenant of the need to give 21 days' notice to leave early. Although the original agreement was fixed-term, the statutory notice obligation still applies.
    c. If a phone call did occur, I accept the landlord's evidence that the standard practice would have been to advise the requirement for written notice. The absence of a record of the phone call supports the conclusion that the landlord had not received or understood notice to have been given.

d. Rent ceased being paid from 23 May 2025. By 13 June, the rent was more than 21 days in arrears. By notice emailed on 10 July, the landlord advised routine inspection of the property on 14 July and upon inspection then concluded it had been vacated. However, the tenant confirmed departure in an email on 11 July after receipt of notice of the inspection.

e. Despite awareness of the vacancy, the landlord did not re-rent the property due to ongoing renovations, which only began up to a week before19 August 2025.

f. While the landlord seeks an additional 21 days' rent from 14 July, I decline to award this. Instead, I accept the premises were abandoned, which was known or ought to have been known by the landlord as of 11 July, and under section 61, the tenant is liable to three weeks' notice until 1 August 2025.

Did the tenant comply with their obligations at the end of the tenancy?

11. Under section 40(1)(e)(iv) of the Act, tenants must return all keys and security devices at the end of the tenancy.

12. The tenant failed to return the keys, stating they were lost during the move-in and that he used the digital lock instead. He argued that he posed no security risk. However, landlords are entitled to change locks in such circumstances, regardless of perceived risk.

13. Although no invoice was provided, the tenant did not dispute the $350.75 amount. I accept the landlord's verbal evidence and award the claimed amount.

Should I order that the debt is paid in instalments?

14. The tenant proposed to pay the debt amount to be ordered at $80 per week, which would take over 74 weeks to repay. As this offer was made without knowledge of the final amount, it is more appropriate that repayment terms be negotiated between the parties. Failing agreement, the landlord may seek enforcement, as necessary.

Reimbursement of the filing fee

15. As Sunrise Property Management and Services Limited as Agent for W. Xue and L. Sun has substantially succeeded in its claim, the filing fee is reimbursed.

P Singh
28 August 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.