[2025] NZTT 5301192

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Red Chili Property Management Limited

Landlord

RESPONDENT: Michael West, Anita France

Tenant

TENANCY ADDRESS: 371 Volckman Road, Leeston, RD 3, Leeston 7683

ORDER

1. Michael West and Anita France owes Red Chili Property Management Limited $1,349.43 ("the debt") as set out in table below.

Description	Landlord	Tenant
Rent arrears to 25 August 2025	$1,321.43	
Filing fee reimbursement	$28.00	
Total award	**$1,349.43**	
Total payable by Tenant to Landlord	**$1,349.43**	

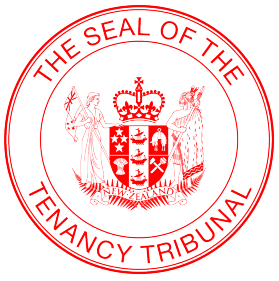
2. Michael West and Anita France must pay rent and the debt as follows:
   a. By weekly payments towards the current rent of $370.00, commencing Tuesday, 26/08/2025 and continuing every Tuesday thereafter.
   b. A lump sum payment of $1,349.43, on 1 September 2025 for the debt.
3. If the tenant fails to pay rent and rent arrears within 2 working days of the due dates:
   a. The tenancy at 371 Volckman Road, Leeston, RD 3, Leeston 7683 will terminate and the landlord will have immediate possession of the premises.
   b. The balance of the debt will be payable immediately.

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for termination of the tenancy, rent arrears and refund of the bond.
3. The tenant wants to repay the debt to avoid immediate termination.
4. The landlord agrees with the repayment plan set out on the above table.

Should a conditional termination order be made?

5. 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. Where the breach is capable of remedy the landlord must first serve a notice on the tenant requiring them to remedy the breach within at least 14 days, and establish that the tenant has failed to do so. See section 56(1) Residential Tenancies Act 1986.
6. The tenant breached their obligations by not keeping up with regular rent payments. The landlord served a 14-day notice on the tenant but the breach was not remedied within the required period. It would be inequitable to refuse to terminate the tenancy.
7. Despite my finding that it would be inequitable to refuse to terminate the tenancy, having heard the evidence I am satisfied the tenant will pay the debt within the period specified in the order and is unlikely to commit any further breach. I have granted a conditional termination. See section 78(3) Residential Tenancies Act 1986.
8. The conditional termination order will lapse if it is fully complied with. If the tenant breaches the order, the possession order is enforceable for 90 days from the first breach. See section 64(4)(b) Residential Tenancies Act 1986.
9. Because Red Chili Property Management Limited has substantially succeeded with the claim I have reimbursed the filing fee.



J Tam
21 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.