TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: All Property Management Limited

Landlord

TENANCY ADDRESS: 42B Marine Parade, Paraparaumu Beach, Paraparaumu 5032

ORDER

1. Suppression of the Tenant name and identifying details.
2. All Property Management Limited must pay [The tenant/s] $7,887.00 immediately as shown in table below.
3. All other claims are dismissed.

Description	**Landlord**	**Tenant**
Compensation – personal belongings		$6,860.00
Compensation – stress, inconvenience		$1,000.00
Filing fee reimbursement		$27.00
Total award		**$7,887.00**
Total payable by Landlord to Tenant		**$7,887.00**

Reasons:

1. Both parties attended the hearing.
2. The tenant is seeking $20,000.00 compensation relating to asbestos contamination at the premises, stress and inconvenience, and exemplary damages under section 45(1A), section 45(1B) and 45(1AD)(a) of the Residential Tenancies Act 1986 (RTA).

3. As I explained to the tenant, section 45(1B) refers to section 138C and regulations in respect of contaminants and contaminated premises. As these regulations have not yet come into effect, they can have no relevance to this claim.
4. Section 45(1AD)(a) relates to landlord failure to provide healthy homes information which was not part of the original application and cannot now be considered. For the record, the landlord is not in breach as this tenancy started on 5 April 2021 and the tenancy agreement included all required information at that time.
5. At the end of the hearing the landlord indicated they are not disputing liability for the claim for compensation, but they dispute the amount claimed, and exemplary damages.
6. The issues to be decided are therefore as follows:

   (a) What is the appropriate amount of compensation?

   (b) Should an award of exemplary damages be made?

   (c) Should there be an award for stress and inconvenience?

What is the appropriate amount of compensation?

7. Under section 45 RTA, a landlord must [of relevance here] provide and maintain the premises in a reasonable state of repair and comply with any relevant enactment in relation to buildings, health and safety.
8. Breaching any of these obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A) and Schedule 1A Residential Tenancies Act 1986.
9. There is no dispute that asbestos was found in 2 bedrooms at the premises after a serious leak and subsequent repairs.
10. A loss adjuster appointed by the landlord's insurance company estimated the tenants' loss [of belongings] at $4,771.00. However, I prefer the tenant's updated estimate of $6,860.00 as claimed. This is calculated as the loss adjuster's report of $4,771.00 plus an additional $2,089.00. The tenant has provided receipts for an additional $2,379.75 so the amount claimed has been proven. I find that the items purchased were reasonably necessary (for the most part) and the landlord assured the tenant to buy what they needed, and they would be reimbursed.

Should an award of exemplary damages be made?

11. I decline to make an award of exemplary damages as the landlord did not intentionally cause the asbestos contamination.
12. I agree that the tenants should have been told to leave the premises on 24 February after the landlord received an email from John Ross (Project Manager) recommending that no-one enter until further notice. The tenants were not told to leave until after one of the bedrooms tested positive for asbestos on 28 February.

13. However, I accept the evidence of the landlord that she believed the issue was restricted to one bedroom, and she was erroneously advised by a builder that the rest of the premises was safe.

14. This part of the claim is dismissed.

Should there be an award for stress and inconvenience?

15. Damages or compensation may include general damages for pain and suffering or emotional distress. The Tribunal may consider the nature and duration of the breach, and its effect on the parties, as important elements in determining the nature and quantum of damages. The Tribunal may not, however, award compensation for matters that are covered under the Accident Compensation Act 2001.

16. I find the tenant is entitled to an award of general compensation for stress and inconvenience. This is effectively a statutory entitlement to compensation that is within the jurisdiction of the Tribunal to award. This can also be regarded as an award for general damages for stress and inconvenience pursuant to the common law.

17. The tenants were understandably distressed by this incident. This could have been mitigated to some extent if the original repairs had correctly identified the possibility of asbestos exposure, and the tenants should have been advised to leave on 24 February instead of 28 February.

18. After weighing the substantive merits and justice and the amount of compensation already awarded, I award $1,000.00 as fair, reasonable and proportionate compensation for stress and inconvenience.

Filing fee and name suppression

19. Because the tenants have substantially succeeded with the claim, they are entitled to name suppression as requested. The landlord must reimburse the filing fee.

A Macpherson
22 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.