TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Fabian Ruben Sepulveda And Sco Trustees Limited As Trustees For The Sepulveda Family Trust, Trust: Michelle Elizabeth Washington And Sco Trustees Limited As Trustees For The Washington Family Trust Landlord
RESPONDENT:	Steve Wilkins Tenant
TENANCY ADDRESS:	36 Sylvan Park Avenue, Milford, Auckland 0620

ORDER

1. *This Order was amended and reissued on 25 August 2025 to correct the Bond information in Orders 2 and 3 below.*
2. Steve Wilkins must pay Michelle Elizabeth Washington And Sco Trustees Limited As Trustees For The Washington Family Trust and Fabian Ruben Sepulveda And Sco Trustees Limited As Trustees For The Sepulveda Family Trust $924.46 immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Rent arrears to 19 January 2025	$7,250.01	
Cleaning	$57.50	
Compensation: power reimbursement		$2,093.00
Compensation: for loss of amenity		$890.05
Total award	**$7,307.51**	**$2983.05**
Net award	$4,324.46	
Bond	$3,400.00	
Total payable by Tenant to Landlord	**$924.46**	

3. The Bond Centre is to pay the bond of $3,400 (3500681-004) to Michelle Elizabeth Washington And Sco Trustees Limited As Trustees For The Washington Family Trust and Fabian Ruben Sepulveda And Sco Trustees Limited As Trustees For The Sepulveda Family Trust immediately.
4. The landlord's application for compensation for the tenant's failure to provide notice in the correct form is dismissed.
5. The tenant's applications for breach of the healthy homes standards, failure to maintain the premises, breach of the tenant's right to quiet enjoyment of the premises are dismissed.

Reasons:

6. This is a reserved decision. The first hearing for this matter took place via video conference on 24 March 2025 before Adjudicator Young. The tenant attended the hearing. Ms Washington and Mr Supulveda attended that hearing for the landlord. At the start of the hearing, the tenant advised that he had lodged a counter claim. The matter was adjourned to allow the claims to be heard together.
7. The second hearing took place on 07 May 2025 before me at North Shore District court. The majority of the claims were dealt with at that hearing. However, as additional information was required for the claim for outgoings, the matter was adjourned.
8. The third and final hearing took place before me on 23 June 2025 via telephone.
9. This is a cross application. At the start of the hearing, the parties were asked to state their claims. The landlord stated they were applying for for rent arrears, compensation for cleaning, compensation for failure to provide correct notice, refund of the bond, outgoings and reimbursement of the filing fee following the end of the tenancy.
10. The tenant stated that his claims were that the landlord had breached the Healthy Homes Standards and/or failed to maintain the premises, interfered with his right to quiet enjoyment of the premises and that the landlord owes him money for overpayment of outgoings. The tenant is seeking compensation and exemplary damages. The tenant has also claimed the landlord has acted deceptively in respect of filing of cleaning charges in these proceedings.
11. At the final hearing, the parties advised that both of their claims regarding outgoings had been resolved and that they agreed the sum reimbursable by the landlord to the tenant is $2,093.00. I have recorded this sum in the Order above. The parties' claims relating to outgoings are withdrawn.

A. RELEVANT LEGAL CONSIDERATIONS:

12. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations. That means that it is for the party bringing the application to establish their claims "on the balance of probabilities". The party bringing the claim must establish that what they are claiming is more likely than not. This is referred to as the "burden of proof". Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.

13. As noted by the District Court in *Kaipo v Clarke & McCarthy* (DC) TT233/02, in practical terms this means that:

> *… [L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence.*

14. I do not need to be completely certain, but I need to be more certain than uncertain. In deciding any particular claim, I must consider all the evidence presented (including oral evidence during the hearing). I must weigh this evidence to decide what is more likely.

B. THE LANDLORD'S CLAIMS:

How much does the tenant owe in rent arrears?

15. The landlord has provided a rent ledger showing that the tenant was $8,055.57 in rent arrears. The tenant does not dispute that this is the amount of the rent arrears but says the rent should be reduced for loss of amenity.

16. The tenant's claim for loss of amenity is dealt with in paragraphs 80-85 below.

17. The rent records show that the tenant was in continuous rent arrears for a period of just over 10 months. In situations where a tenant has accrued rent arrears over a lengthy period of time, it is necessary for me to consider if the landlord has taken steps to mitigate their losses.

18. A party to a tenancy agreement has a duty to mitigate their losses where the other party breaches the tenancy agreement. Section 49 of the Residential Tenancies Act 1986 (RTA) provides:

> *Where any party to a tenancy agreement breaches any of the provisions of the agreement or of this Act, the other party shall take all reasonable steps to limit the*

> *damage or loss arising from that breach, in accordance with the rules of law relating to mitigation of loss or damage upon breach of contract.*

19. The landlord's obligation is to take all reasonable steps to mitigate his losses.[1] In the District Court decision of *David Huang v Carne Ashworth* [2024] NZDC 15726 [3 July 2024], Judge NJ Sainsbury held that where the issue is significant rent arrears, mitigation can include terminating the tenancy:

> *… where the tenant fails to pay rent owing, there is an obligation the landlord to mitigate the loss. This can be achieved by not allowing the arrears to continue to accrue, instead ending the tenancy and reletting the premises thereby preventing ongoing loss.*

20. The tenant was in continuous rent arrears from 14 March 2024 until when the tenancy terminated on 19 January 2025. This is a period of just over 10 months. From March until August 2024, the rent arrears was equivalent to one week's rent, which was 909.50. However, this sum increased from August 2024.
21. The landlord did take steps to address the rent arrears. In October 2024, the landlord issued the first of four formal notices. In December 2024, the landlord issued a notice terminating the tenancy on 90 days' notice saying that the premises was required as the principal residence for the owner or a member of the owner's family.
22. Section 55(1)(a) of the RTA provides that where rent is 21 days in arrears, the landlord may apply to the Tribunal to end the tenancy. The landlord could have applied to the Tribunal to terminate the tenancy as early as April 2024.
23. This is a situation where the tenant repeatedly failed to comply with the 14-day notices. In my view, the landlord has not acted reasonably to mitigate its losses. As a result, the landlord has incurred losses which would have been avoidable otherwise.
24. Taking into account the period that rent arrears were allowed to accrue and the steps that were taken by the landlord to address the rent arrears, I find that the rent arrears should be reduced by 10 percent to reflect the failure to mitigate.

Did the tenant give the required notice when terminating the tenancy?

25. The landlord says that the tenant did not give the correct notice and is claiming lost rent for the period from the date after the tenant vacated the premises, 20 January 2025, until when the new tenant moved in on 15 February 2025. The tenant disputes this claim.

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[1] See *British Westinghouse Electric and Manufacturing Co Ltd v Underground Electric Railways Co of London* [1912] AC 673 (HL) at 689.

26. The tenancy started in September 2018. It was governed by a tenancy agreement signed by the tenant on 13 August 2018. The tenancy was initially a fixed term tenancy with an end date of 22 March 2020. The tenancy continued after the end date as a periodic tenancy (see section 60A of the RTA).

27. The tenancy agreement provides that the tenant could terminate on 21 days notice. This reflected the law at the time the tenancy agreement was entered into.

28. At the time notice was (or should have been) given, section 51(2B) of the RTA provided that a tenant could terminate a periodic tenancy by giving 28 days' notice. Section 3 of the RTA sets out the requirements for a notice to terminate a tenancy. These include that the notice must be in writing; identify the premises; and specify the vacate date.

29. The parties agree there was a telephone call on 21 December 2024 in which the tenant said say that he was "going to move out as soon as possible". The landlord said that they told the tenant at the point that they required formal notification and a vacate date.

30. On 23 December 2024, the landlord sent an email to the tenant saying that if he intended to end the tenancy, he would " … need to provide a written 28-day notice".

31. On 31 December 2025, the tenant replied saying:

> *As discussed the other day by phone, I will be moving out as soon as possible. All going well that will be somewhere around mid January. I will firm up closer to the time.*

32. The landlord says there was a further telephone conversation with the tenant on 09 January 2025 where the tenant said he would be leaving the tenancy on 19 January 2025.

33. The tenant says he had told the landlord on several occasions and as early as November 2024 of his intention to move out. The tenant said he had made it clear that he would be leaving "mid-January" and that this allowed the landlord sufficient detail to advertise the premises.

34. On 15 January 2025, the landlord sent the tenant an email saying:

> *… I am confirming here that we will accept our phone conversation of 21 Dec as your formal, four-week notice for end of tenancy. This, considering our last chat on 9 Jan 2025 where you confirmed verbally that your move-out date is Sun 19 / 01 / 2025.*

35. The law around notice is clear. The tenant was required to give 28 days' notice in writing. Among other things the notice must state the date the tenant would

leave the premises. The tenant did not do so. However, on 15 January 2025 the landlord said that they were accepting the telephone conversation of 21 December 2024 as the formal four week notice period.

36. I find that despite the tenant's failure to give notice in the correct form, the landlord accepted the notice. By doing so, the landlord waived their right to claim for a failure to give correct notice.

37. This claim is dismissed.

Did the tenant leave the premises reasonably clean and tidy?

38. The landlord claims that the tenant did not leave the premises reasonably clean and tidy and is seeking $875 for cleaning costs.

39. Section 40(1)(e)(iii) of the RTA provides that at the end of the tenancy the tenant must leave the premises reasonably clean and tidy. The RTA does not require the premises to be provided / returned in an immaculate condition, only in a reasonably clean and tidy state. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean. A house does not have to be cleaned to a professional standard or be 'motel' clean.

40. The onus for establishing the claim, sits with the person making it. If the landlord is seeking to recover costs for cleaning, it is the landlord who must prove that the tenant has breached their obligations under the RTA with how the premises were returned at the end of the tenancy. If the landlord does not establish a breach to the balance of probability, then their claim will be dismissed.

41. On 20 January 2025, both Ms Washington and Mr Supulveda for the landlord attended the premises with the tenant for the purposes of carrying out an inspection. Ms Washington was suffering from an injury at the time and remained in the lounge for the inspection. The parties agree that Mr Supulveda carried out the inspection. The inspection was recorded and the tenant has provided a transcript of the recording.

42. The landlord says that on the date of the inspection Mr Supulveda was happy that the premises were reasonably clean and tidy and advised the tenant of this. The landlord goes on to say that Mr Supulveda's standards are not as high as Ms Washington's standards and, after the inspection, she noticed that there was soap scum in the ensuite bathroom, dust on the louvres and that the garage was very untidy. The landlord says it was necessary to have the premises professionally cleaned at a cost of $875 and is seeking reimbursement for this cost. The landlord says that most of the cleaning work was for the garage which they say they forgot to check at the exit inspection.

43. The tenant refers to Mr Supulveda saying at the time of the inspection that the premises was reasonably clean and tidy. This is not disputed. He says that Mr Supulveda walked through the garage with him and was also happy with the garage.

44. Having reviewed the photographic evidence, I find the premises (apart from the garage) were left reasonably clean and tidy.

45. The landlord has provided an invoice for the cleaning work. However, the invoice does not provide a breakdown of the work that was carried out. The landlord says that the garage would have required 4 hours to clean, and the tenant says it would have taken only 5-10 minutes. Having reviewed the photographs provided, I consider the garage would have taken no more than 1 hour to clean and tidy to a reasonable state.

46. I find that the tenant failed to leave the garage reasonably clean and tidy and award $57.50 being one hour's commercial cleaning at $50 per hour plus GST.

C. THE TENANT'S CLAIMS:

Did the healthy homes standards apply?

47. The tenant claims that the landlord has breached the healthy homes standards.

48. The Residential Tenancies (Healthy Homes Standards) 2019 ("HHS") provided for a minimum set of requirements for residential tenancies as it relates to heating, ventilation, insulation, draught stopping, moisture ingress and drainage.

49. Compliance dates for the HHS vary depending on the tenancy:

    a. All private rentals must comply within 90 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025.

    b. All boarding houses must comply by 1 July 2021.

    c. All houses rented by Kāinga Ora and registered Community Housing Providers must comply by 1 July 2023.

50. The tenancy started in September 2018. The tenancy was initially for a fixed term. However, in converted to a periodic tenancy in accordance with section 60A of the RTA.

51. Section 602(A) of the RTA provides that where the parties do not: renew or extend the tenancy agreement; or agree not to continue with the tenancy or give notice to terminate the tenancy in a certain period prior to the end date, the tenancy continues as a periodic tenancy.

52. An extension or a renewal of a tenancy is a formal process. The renewal or extension must be in writing and signed by both parties (see section 13B of the

RTA). When the fixed term ended, the tenancy converted to periodic tenancy. Therefore, the HHS did not apply to the tenancy.

53. The tenant's claim that the landlord breached the HHS is dismissed.

Did the landlord breach section 45 of the RTA by failing to provide a home free from dampness?

54. Section 45(1)(c) of the RTA provides that the landlord shall:

> *… comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises; and …*

55. Of relevance to section 45(1)(c) above is the Housing Improvement Regulations 1947 (the "1947 Regulations"). Regulation 15 of the 1947 Regulations provides that every house shall be free from dampness.

56. On a number of occasions, the Tribunal, along with the District Court, have recognised that mould and condensation are difficult issues and that it is often not easy to point to a single cause or allocate responsibility to one party only when mould is present.

57. In *Warwick Todd Ltd v Tapper* TT1381/02, Christchurch, 14/089/2002, the Tribunal found that a tenant can be responsible for mould problems if they fail to air and heat premises sufficiently, and a landlord can be responsible if they do not provide sufficient means to air and heat the premises or if the premises are damp.

58. In *Repia v Walsh Trust* DC Waitakere, CIV-2011-090-00056, 27 April 2011, the District Court recognised that the presence of mould in a property can be caused by the state of the premises or a lack of ventilation. The fact that some mould was in the house is not enough to show that it was not in a reasonable state of repair.

59. Where there is a need for repair, the tenant also has obligations under the RTA. Section 40(1)(d) of the RTA provides that the tenant must:

> *Notify the landlord, as soon as possible after discovery, of any damage to the premises or of the need for any repairs.*

60. In *Collins v Professionals Hutt City Ltd* DC Wellington CIV-2009-085-1431, 24 February 2010, the District Court held:

> *… the obligation of the landlord, under s 45, is to investigate and repair a defect brought to its attention within a timeframe which is reasonable in the circumstances, and as to what that time is, I think, depends not only on the gravity of the problem but also on the objective evidence of the attempts*

made by the landlord to investigate, and put right, whatever the problem might be.

61. The tenant has provided photographs he says were left at the tenancy when he moved in. The photographs show significant mould in the premises and that they reflected the condition of the premises during the tenancy.

62. The tenant said that during the pre-tenancy inspection it was noted that the curtains were mouldy, and the landlord said this was caused by the previous tenant drying laundry in the premises. The tenant said that he noticed mould appearing during the first six months of the tenancy. The tenant said he regularly ventilated the premises by opening the windows when he first go up and leaving the doors open. The tenant said he raised the issue of mould verbally during every inspection, which took place annually. The earliest inspection he could recall was the 2020 inspection where he said he told the landlord that there was mould and was told to use bleach to clean the mould.

63. The landlord said the marks on the curtains were stains from mould which had been removed following the previous tenancy. The landlord said the first time they recall the issue of mould being raised by the tenant was in the inspection on 15 October 2023 when the tenant said there as mould in the corner of the dining room. The landlord said they told the tenant to use bleach to clean it.

64. The landlord said that the photographs of the mould provided by the tenant were only shown to them as part of these proceedings. The landlord said they had not received any correspondence about the mould and that if they had known the extent of the problem they would have done something about it. The landlord said that since the tenant has moved out they have had some testing done which has revealed a crack in the master wardrobe and they have had it fixed.

65. This is the tenant's claim, and the tenant has the burden of proof. The tenant has to prove not just that the house was damp resulting in mould but that he raised the matter with the landlord. The tenant said he did so at inspections. The landlord disagrees and said the first time they became aware of the severity of the issue was when the photographs were provided as part of these proceedings.

66. The tenant said the notifications about the mould were made verbally. He was not able to refer me to any written evidence apart from references to a minor mould issue at the start of the tenancy and in the exit inspection. I am not satisfied that the tenant made the landlord aware of the severity of the issue during the tenancy. Therefore, the landlord's suggestion that he clean it with mould was reasonable in the circumstances.

67. This claim is dismissed.

Did the landlord fail to maintain the premises in respect of the heat pump in the living area and the heater in the bedroom?

68. The tenant claims that the landlord has not complied with the Healthy Homes Standard – Heating.

69. The heating standard requires landlords to provide one or more 'qualifying heaters', with a capacity to heat the room to a required level. The heating standard defines what a qualifying heater would be and confirms that certain types of heaters are unacceptable heaters for the purpose of the HHS.

70. As set out at paragraph 51 above, the HHS did not apply to the tenancy. However, section 45(1)(b) of the RTA which requires a landlord to maintain the premises. It provides that a landlord shall:

> *provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises and the period during which the premises are likely to remain habitable and available for residential purposes; and*

71. The tenant said that the remote control for heat pump in the living area did not work. The tenant said that the heater in the bedroom and it rattled. The tenant said that he complained about these issues verbally during the annual inspections.

72. The landlord recalled that during one inspection the tenant said that the heater was rattling so he had put a piece of wood under it. The landlord believed this had resolved the issue. The tenant said the wood would work for a couple of days and then it would start rattling again. The tenant said he did not advise the landlord of this because it was easier to leave it than to go back to the landlord.

73. The landlord said that when they were told about the remote control for the hearing, they showed the tenant how to work the controls on the heat pump. The landlord said they believed this resolved the issue for the tenant.

74. As explained in paragraph 59 above, the landlord's obligations is to investigate and repair defects brought to the landlord's attention within a reasonable timeframe.

75. This is the tenant's claim and the tenant has the burden of proof. I am not satisfied that the tenant did advise the landlord that he believed the heater in the bedroom required maintenance work or of the issue with the remote during the tenancy. This claim is dismissed.

Did the landlord fail to maintain the premises in respect of the damage caused by the flood in December 2024?

76. The tenant said that on 09 December 2024 there was a significant flood and water

came through the roof. The tenant said that within 10-15 minutes of him becoming aware of the issue, he sent photographs and video footage to the landlord.

77. The landlord said that upon becoming aware of the issue they contacted the roofers who had installed the new roof. The landlord said the roofers were on site the following week and that the issue was fixed.

78. The tenant said he was not aware that the roofers had come and fixed the roof. The landlord said she did not advise the tenant because the roofers did not need access to the inside of the premises.

79. The tenant said that the issue had not been fixed and when he came back from a trip away on 31 December 2024, he came home to leaks. The tenant said he did not advise the landlord of this because he believed that they had not taken any steps to fix the issue when he advised them of it on 09 December 2024, so he did not see any reason to notify them again.

80. While it is disappointing that the landlord did not communicate with the tenant that the roofers had visited the premises and, they believed, fixed the issue, I do not consider that they have failed to maintain the premises. As set out above, the obligation to remedy any defect is within a reasonable period of being notified of it. The landlord's took action and, they believe, remedied the issue after the 09 December flood. They were not advised that the issue remained after that date and therefore cannot have been expected to take further action.

81. This claim is dismissed.

Should the tenant be awarded compensation for loss of amenity?

82. The tenant says that he should not have to pay the full rent arrears because he lived in the house and paid rent during a major refurbishment. The tenant says that this work caused significant disruption and that, while a rent reduction was provided, it was not sufficient.

83. Where there is a shortfall in value, the Tribunal can award compensatory damages calculated as "the difference between a fair rent for the premises in their condition and rental actually paid" *Dainty v Fredricks* [2021] NZTT Wellington 4225477 at [38]).

84. In or around late July 2024, significant works began on the premises to replace the roof and remove asbestos.

85. The tenant says that as the landlord was not on site, he was left having to project manage the job. He said there was constant disruption and he was frequently called on by contractors to deal with issues. He says that on one occasion the asbestos removers told him he had to remain in his house for the entire day.

86. The landlord says that the repairs had to be done and that they hired certified asbestos removers who said it was fine for the tenant to remain living in the premises. The landlord says that the agreed rent reduction was reasonable.

87. The tenant's rent was reduced from $909.50 per week to $400 per week from 31 July 2025 until 18 September 2025. This is a reduction of around 56%. I consider further compensation is warranted. Given the level of disruption to the tenant, I consider a reduction of 70% to be fair. I award $890.05[2] as compensation for loss of amenity during the renovations.

Did the landlord breach the tenant's right to quiet enjoyment of the premises - internet?

88. Section 45(1)(e) of the RTA provides that a landlord must take all reasonable steps to ensure that none of the landlord's other tenants cause or permit any interference with the tenant's quiet enjoyment of the premises. In order for a landlord to be liable under this section, the tenant must have notified the landlord of the interference by the landlord's other tenants. (See *Thorpe v Blair* [2015] NZTT Christchurch 711).

89. The premises consists of the 3 bedroom home rented by the tenant and a 'granny flat' underneath. The landlord explained that because that because the premises were joined it was not possible to have two separate routers for fibre. So, the internet was set up in the tenant's premises. When there were issues with the internet, the landlord's other tenant would contact the tenant and ask him to reset the router. The tenant provided text messages from 2018 showing the landlord's other tenant's multiple attempts to contact him to fix the internet. The tenant said that if he did not respond to the landlord's other tenant's messages he would "bang on the door, all hours of the day and night" to get him to fix the modem and router.

90. The landlord said that the tenant told her about the issue and she spoke with the other tenant and asked him to stop. The landlord said she believed the issue was resolved.

91. The tenant said that the landlord was "well aware" that the issue but continued but did not refer to any documentary evidence to confirm this or to any specific occasions when he had told her the issue continued.

92. This is the tenant's claim, and the tenant has the burden of proof. I am satisfied that the landlord's other tenant did disrupt the tenant's right to quiet enjoyment of the premises. However, I am not satisfied that the tenant advised the landlord that the landlord's other tenant continued to excessively message him regarding

[2] A reduction of 70% of the rent of $909.50 would be $272.85. The landlord had reduced the rent to $400 per week. This means additional compensation of $127.15 for 7 weeks = $890.05.

the internet situation after he had raised it with the landlord on the first occasion. The landlord had taken steps to resolve the issue and, in the absence of being told otherwise, it was reasonable for the landlord to believe the issue had been resolved.

93. This claim is dismissed.

94. The tenant said that there were a number of issues with the internet connection. It would regularly cut out and he spent significant time on the telephone with the provider. The landlord said they also spent time with the supplier trying to resolve the issues.

95. To document attached to the tenancy agreement titled “general information for the tenant” states: internet (fibre unlimited data plan) has been arranged for you”. It goes on to list the account number and the contact number for the provider.

96. I find the meaning of the effect of this document is that the cost of the internet connection is included in the rent. I do not consider it amounts to a guarantee of the service that would be provided.

97. This claim is also dismissed.

Does the Tribunal have jurisdiction to hear the tenant’s claim of alleged deceptive conduct in respect of the cleaning invoices presented to the Tribunal.

98. In their second application to the Tribunal, the landlord sated they were claiming $875 for cleaning costs. The tenant states that an additional invoice was included with the documents for work unrelated to the tenancy. The tenant says that including this invoice was deceptive. The landlord says that the invoice was included for information purposes only.

99. I do not have jurisdiction to hear this claim. Even if I did, I do not consider that the landlord has actively deceptively. The application form clearly states the amount of cleaning charges being claimed and does not include the second invoice.

100. This claim is dismissed.

D. CLAIMS FOR SUPPESSION AND THE FILING FEE:

101. Neither party has been wholly or substantially successful in their applications. For this reason, I decline to order reimbursement of the filing fee.

102. The tenant has applied for suppression of his name and identifying details. However, I decline to order suppression because he had not been wholly or substantially successful in his application.

K Henry
21 August 2025
(Order amended and reissued on 25 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 for the payment of less than $1000
- a final order to undertake work worth 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.