[2025] NZTT 5324089, 5333880

TENANCY TRIBUNAL AT PALMERSTON NORTH | TE TARAIPIUNARA RETIHANGA KI TE PAPAIOEA

APPLICANT:	Barfoot & Thompson Limited City As Agent For Jinsheng Ren Landlord
RESPONDENT:	Lisa Hemo Tawhai Tenant
TENANCY ADDRESS:	Unit/Flat 310, 135 Hobson Street, Auckland Central, Auckland 1010, Imperial

CONDITIONAL ORDER

1. If Lisa Hemo Tawai breaches the Body Corporate Rules again before the end of the fixed term tenancy, the tenancy may be terminated by the landlord giving her 7 days' notice.

ORDER

2. Lisa Hemo Tawai must pay Barfoot & Thompson Limited City As Agent For Jinsheng Ren the sum of $28.00 immediately.

Reasons:

1. Both parties attended the hearing.
2. The landlord applied for termination of the fixed-term tenancy on the basis of rent arrears and breaches of the body corporate rules.

3. The tenant has cleared her arrears, which were less than 21 days' rent. However, because of the multiple breaches of the body corporate rules, the owner seeks termination.

Should a termination order be made?

4. Under section 56 of the Residential Tenancies Act, 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.

5. The tenant has breached her obligations on several occasions by not complying with the rules of the Body Corporate. Each of these has resulted in a Body Corporate Breach Notice requiring a fee of $276 to be paid. The tenant has paid five of these. There are two more in the system.

6. Some of the breaches are less serious and would not usually give rise to termination. On one occasion a visitor was smoking in the lift and lobby. The tenant left a pile of laundry powder in the common area. An e-scooter was left in the wrong carpark.

7. On two occasions the tenant has thrown her swipe card out the window to a friend to let themselves in. The rules prohibit her from giving her swipe card to anyone else. Ms Hong explained that the Body Corporate is very strict on security. The location of the premises means that there are often people going to and from the City Mission and there is a risk of an opportunist letting themselves into the building. On another occasion, the tenant left a rolled-up towel in the fire door while she popped outside to collect something from an Uber.

8. Most of the actions that have led to the breach notices have been as a result of viewing security footage. It is not a case of neighbours complaining.

9. There is footage of someone interfering with the security camera in the lift. It is alleged that this was a friend of the tenants. There is also footage of the tenant assaulting someone in the lift. There is no suggestion that the person was another occupant of the building. It is nonetheless a serious matter. Other residents should be able to get into the lift without fear of witnessing an assault.

10. The tenant has not disputed the notices, choosing to pay the fee and try to retain her tenancy.

11. The owner is understandably frustrated at receiving so many of these notices and seeks termination of the tenancy.

12. The combination of the breaches and in particular, the second instance of throwing the card out the window and the assault in the lift, lead me to conclude that it would be inequitable to refuse to terminate. In other words, the grounds for termination have been made out. However, I have decided to make the order conditional. The tenant has shown herself willing to try to remedy the

situation and has undertaken to refamiliarize herself with the Body Corporate Rules.

13. If the tenant does not breach the Body Corporate Rules again, the tenancy will continue until 11 May 2026. Any further breach will lead to termination on 7 days' notice. That means that the landlord will need to issue a breach notice and a termination notice to vacate within 7 days.

14. Because Barfoot & Thompson Limited City as Agent For Jinsheng Ren has substantially succeeded with the claim I have reimbursed the filing fee.

T Baker
27 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.