[2025] NZTT 5191732

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: Aditya Manaktala

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord's name and identifying details.
2. The application for exemplary damages is dismissed.

Reasons:

1. Both parties attended the hearing.
2. The tenant claims against the landlord for breaches of quiet enjoyment and unlawful entry relating to a boarding house tenancy. The tenant seeks exemplary damages for these breaches.

Background

3. The boarding house tenancy commenced in May 2023 and ended in February 2025.
4. The tenancy comprised two individually rented rooms, and shared kitchen and bathroom facilities.
5. During the tenancy, there were evolving tenants residing in the other room.

6. Significant amounts of evidence have been provided by both parties. I confirm I have reviewed everything even if there is no direct reference to it.

Breach of quiet enjoyment

7. The tenant claims the landlord has breached his quiet enjoyment.
8. The tenant says that this has occurred through:
    a. The landlord moving new tenants into the other room without advising the tenant.
    b. Not responding adequately to complaints made by the tenant about the tenant in the other room.
9. The tenant advised the landlord of issues he was experiencing with the other tenant. This included the other tenant having guests after 9pm (in alleged breach of the boarding house agreement); cleaning with bleach constantly causing headaches; being told where to keep his toothbrush; feeling uncomfortable due to the different sexuality of the other tenant and having aggressive run-ins with the other tenant's partner. The tenant has provided evidence of this, including videos that I have reviewed.
10. The tenant says that the impact of these issues caused him to book a hotel and eventually move out of the property. He says that he suffered tremendously and that it had an impact on his life, including at work.
11. The other tenant moved in around 13 January 2025, and the tenant gave notice on 22 January 2025 and had moved out by 20 February 2025. So, the landlord was aware of these issues over slightly more than a one-month period.
12. The landlord says that he did adequately respond to these complaints, however, he was also getting complaints by the other tenant about the tenant's behaviour, and he felt he did his best in the circumstances. It was over a short period of time, and by 22 January 20225 the tenant had given notice that he was going to move out in 28 days. The landlord says that even if he had sufficient evidence to commence a formal process, he would not have been able to complete it in the time left.
13. The other tenant gave evidence for the landlord during the hearing. There is also correspondence where the landlord has raised these issues with the other tenant and where the other tenant has been raising serious concerns about the tenant.
14. The other tenant explained that the property was incredibly dirty and required cleaning when he moved in (but that it was not daily), that him and his partner were called homophobic slurs and that they were never aggressive.

15. Section 66G of the Residential Tenancies Act 1986 (RTA) provides that every tenant of a boarding house is entitled to the quiet enjoyment of the premises without interruption by the landlord or another tenant of the boarding house.

16. A landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises. See section 66G(2) RTA.

17. Breaching this obligation in circumstances that amount to harassment is an unlawful act for which exemplary damages up to a maximum of $3,000.00 may be awarded. See section 66G(4) and Schedule 1A RTA.

18. Harassment means "to trouble, worry or distress" or "to wear out, tire, or exhaust" and "indicates a particular pattern of behaviour directed towards another person". See *MacDonald v Dodds,* CIV-2009-019-001524, District Court Hamilton, 26 February 2010.

19. On review of the evidence, I am not satisfied that the landlord interfered with the reasonable peace comfort or privacy of the tenant in their use of the premises, nor that the landlord did anything that amounted to harassment.

20. The dispute arose between the tenants in the boarding house. The other tenant may have impacted on the peace and quiet enjoyment of the tenant on occasion; however, this also did not reach the level of harassment by the landlord and is not an unlawful act for which the Tribunal can award damages. In my view, the landlord acted reasonable in the circumstances.

21. In addition, there is no obligation under the RTA for a landlord to obtain the tenant's permission prior to another boarding house tenant moving in.

22. This claim is dismissed.

Unlawful entry

23. The tenant claims the landlord entered the property unlawfully.

24. This primarily related to viewings being conducted for potential new tenants without notice.

25. A landlord must not enter the tenant's room during the tenancy except with the tenant's consent, in an emergency, for providing services in the room, or after giving the required notice. See section 66R RTA.

26. Breaching this obligation or entering with the use of threat or force are unlawful acts for which exemplary damages up to a maximum of $1,500.00 may be awarded. See section 66T(1)(a) and (b), and Schedule 1A RTA.

27. There is no evidence that the landlord entered the tenant's bedroom. The landlord advises that he entered the property for viewings with prospective tenants of the other room but never entered the tenant's bedroom.

28. This claim is dismissed.

29. At the hearing, the tenant gave evidence regarding an alleged assault by the building manager at the property. As discussed, there was no claim filed in respect of this, it is likely a police matter and I did not consider this claim further.

Name suppression

30. Both parties requested that I consider name suppression. As the landlord has been wholly successful, they are granted name suppression. I haven't been advanced any reasons that would warrant name suppression for the tenant or that raise any specific interest that would outweigh the public interest. See section 95A of the RTA.

R Harvey-Lane
01 September 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.