TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANT: Hugh William Harris, Eduardo Francisco Faustino

Tenant

RESPONDENT: Abernethy & Burke Management Limited T/As Propertyscouts Urban As Agent For Mloukinvestments Limited / Salwa Mlouk

Landlord

TENANCY ADDRESS: 9 Taumata Road, Sandringham, Auckland 1025

ORDER

1. Abernethy & Burke Management Limited T/As Propertyscouts Urban As Agent For Mloukinvestments Limited / Salwa Mlouk must pay Hugh William Harris and Eduardo Francisco Faustino $2,517.00 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Compensation: Failure to comply with requirements in respect of health and safety		$1,150.00
Compensation: Failure to maintain ranch slider door lock		$200.00
Compensation: Failure to maintain laundry power points		$220.00
Compensation: Failure to maintain bathroom light fitting		$105.00
Compensation: Failure to maintain windows		$315.00
Exemplary damages: Failure to maintain		$500.00
Filing fee reimbursement		$27.00
Total award		**$2,517.00**
Total payable by Landlord to Tenant		**$2,517.00**

Reasons:

1. Both parties attended the hearing on 1 September 2025.
2. The tenancy began on 29 January 2025 and was for a fixed-term expiring on 3 February 2026. The premises were renovated shortly before the tenancy began. The tenant claims some of the electrical work did not comply with the requirements in respect of buildings, health and safety. The tenant also claims the landlord took too long to repair defects and did not comply with the healthy homes standards. The tenant seeks compensation and exemplary damages. The issues I must determine are:

    a. Did the landlord fail to comply with all requirements in respect of buildings, healthy, and safety under any enactment so far as they apply to the premises?

    b. If so, should exemplary damages be awarded?

    c. Did the landlord fail to maintain the premises in a reasonable state of repair?

    d. If so, should exemplary damages be awarded?

    e. Did the landlord fail to comply with the healthy homes standards?

    f. If so, should exemplary damages be awarded?

    g. Should the landlord's request for name suppression be granted?

3. The tenant's original application included a claim to terminate the tenancy. At the hearing, the parties agreed to vary the tenancy from a fixed-term tenancy to a periodic tenancy. The tenant withdrew their claim for termination as a result of this agreement and a copy of the variation has been provided to the Tribunal.
4. The tenant also withdrew their claim that the ensuite does not have consent from the Auckland Council. The landlord submitted evidence in advance of the hearing proving that it does.
5. A lot of evidence was given at the hearing. Whilst this decision might not refer to all of it, the parties can be assured that I have considered it all when reaching my decision.

Standard of proof

6. As the applicant, the tenant must prove their claim to the civil law standard of proof, on the balance of probabilities. This means that they 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.

7. 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 at the hearing). I must weigh this evidence to decide what is more likely.

Compensation and exemplary damages: The law generally

8. The Tribunal may award compensation for losses arising from proven breaches of the tenancy agreement or Residential Tenancies Act 1986 (RTA).
9. Compensation is generally awarded for actual financial loss and sometimes for less tangible effects of proven breaches such as, a loss of enjoyment of the tenancy.
10. In *Birch v Otautahi Community Housing Trust [2020] NZDC 17667* the District Court confirmed that the Tribunal must consider the following factors when deciding to award compensation:

    • The nature of the breach;
    • The duration of the breach; and
    • The effect of the breach on the party.

11. Exemplary damages are different from compensation. They are designed to punish and deter. They are like a fine.
12. Under the RTA, exemplary damages may be ordered for certain defined, unlawful acts.
13. Section 109(3) RTA states that exemplary damages may be ordered if the Tribunal determines the unlawful act was committed intentionally and it is just, having regard to the following factors:

    a. The intent of the person in committing the unlawful act;
    b. The effect of the unlawful act;
    c. The interests of the landlord or tenant against whom the unlawful act was committed; and
    d. The public interest.

14. In *Birch v Otautahi Community Housing Trust,* the District Court agreed with an earlier summary of the law from the Tribunal that:[1]

> Before an award for exemplary damages can be made the threshold question for the Tribunal to answer is whether the

[1] *Chief Executive, ex party Edmonson v Walls* North Shore TT 548/92

> unlawful act has been committed 'intentionally'. In my view negligence does not equate to intention, and for the Tribunal to be satisfied that a party has 'intentionally' committed an unlawful act evidence must exist which would justify the Tribunal in coming to the conclusion that the party committing the unlawful act has in fact turned his or her mind to the act and deliberately set about to commit it.

Did the landlord fail to comply with all requirements in respect of buildings, healthy, and safety under any enactment so far as they apply to the premises?

The law

15. Section 45(1)(c) Residential Tenancies Act 1986 (RTA) requires a landlord to comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises.

16. Regulation 59(1) of the Electricity (Safety) Regulations 2010 states:

> **59 Low and extra-low voltage installations to comply with AS/NZS 3000**
>
> (1) Every low or extra-low voltage domestic installation, or part of a domestic installation, must be installed, tested, inspected, and connected so as to comply with Part 2 of AS/NZS 3000 if it has a maximum demand at or below –
>
> (a) 80 amperes per phase if single-phase; or
>
> (b) 50 amperes per phase if multi-phase.

17. The AS/NZS 3000 is the Australian/New Zealand Standard for Electrical Installations. It is commonly referred to as the "Australian/New Zealand Wiring Rules." The most recent edition is the AS/NZS 3000:2018.

18. The term "low voltage" is defined in regulation 2(b) of the Regulations as "any voltage exceeding 50 volts AC or 120 volts ripple-free DC but not exceeding 1000 volts AC or 1500 volts ripple-free DC.

19. The term "extra low voltage" is defined in regulation 2 as "any voltage normally not exceeding 50 volts AC or 120 volts ripple-free DC.

20. Clause 4.7.1 is found under Part 2 of the AS/NZS 3000:2018. It relevantly states:

> **4.7.1 Switching device**
>
> **A circuit for a fixed or stationary cooking appliance having an open cooking surface incorporating electric heating, e.g. a**

cooktop, deep fat fryer, barbecue griddle or similar, shall be provided with a switch, operating in all active conductors, mounted near the appliance in a visible and readily accessible position.

NOTE: This requirement need not apply to enclosed cooking appliances, such as built-in ovens and microwave ovens.

…

In New Zealand only, where the appliance has an open cooking surface incorporating both gas and electric cooking, the switching device shall operate in all active conductors.

A single switch is permissible for the control of associated cooking appliances that are in the same room.

The switch shall not be mounted on the cooking appliance.

NOTE: the switch should be mounted within 2m of the cooking appliance.

…

Evidence and submissions of the parties

21. There are two built in ovens and a built-in microwave in the kitchen. There is also an electric stovetop.
22. The tenant claims there was no isolation switch for the built-in mounted ovens or microwave, which is breach of the legal requirements.
23. The tenant claims the isolation switch for the electric stovetop was located directly underneath the stovetop in a cupboard. The tenant claims this is also a breach of the legal requirements.
24. The landlord accepts there were no isolation switches for the built in ovens and microwave at the beginning of the tenancy. The landlord gave evidence they noticed this before the tenancy began but did not think anything of it. The electrical work was completed by an electrician and Electrical Safety Certificates (ESC) were issued. The landlord claims they relied on the expertise of the electrician to get everything right and had no reason to think anything was amiss.
25. The landlord also accepts the isolation switch for the stovetop was situated inside a cupboard directly underneath the stovetop. The landlord claims this is not a breach, because it was located within 2 metres of the stovetop.
26. The landlord submitted copies of the ESC’s issued by the electrician.

27. Both parties accept that isolation switches for the two ovens and microwave were installed on 8 July 2025. The location of the isolation switch for the stovetop was also moved on this date.

Analysis

28. No evidence was given about whether the ovens, microwave and stovetop are a“low or extra-low voltage domestic installation” at the hearing. This is understandable, as the area of law governing electrical requirements in New Zealand is complex. Noone at the hearing was an electrician and it was not anticipated that evidence on this point would be required at the time. Notwithstanding the lack of specific evidence on this point, I consider it more likely than not that the ovens, microwave, and stovetop are all low or extra-low voltage domestic installations. This is because they are connected to the mains power supply at the tenancy address. Most homes in New Zealand connect to the electricity system through low voltage distribution networks supplied at a nominal voltage of 230 Volts (V) alternating current (AC).[2]

29. I have found that the ovens, microwave and stovetop are most likely “low voltage domestic installations.” This means that they must comply with clause 4.7.1 AS/NZS 3000:2018. This clause states that “enclosed cooking appliances” do not need an isolation switch. The ovens and microwave are built into the wall and therefore constitute an “enclosed cooking appliance.” Whilst it might be considered best practice for built-in ovens and microwaves to have their own isolation switch, it is not a legal requirement. For this reason, I find the landlord did not breach any requirements in respect of buildings, health and safety by not having an isolation switch for the ovens and microwave.

30. The tenant’s claim in respect of the ovens and microwave is dismissed.

31. The location of the isolation switch for the stovetop is a different story. The electric stovetop is an “open cooking surface incorporating electric heating.” As such, clause 4.7.1 of the AS/NZS 3000:2018 requires it to have an isolation switch “mounted near the appliance in a visible and readily accessible position.” In this case, the isolation switch was situated underneath the stovetop inside a cupboard. I find it was not in a visible and readily accessible position. On the balance of probabilities, I am convinced the location of the isolation switch did not comply with the clause 4.7.1 of the AS/NZS 3000:2018.

32. By not having an isolation switch for the stovetop that was visible and readily accessible, I find the landlord breached their obligation to comply with the requirements in respect of buildings, heath and safety.

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[2] “Amendments to the Electricity Safety Regulations to expand the permitted voltage range for electricity supply” Ministry of Business, Innovation and Employment <The context | Ministry of Business, Innovation & Employment>

33. The tenant seeks compensation for this breach. The stovetop was without a compliant isolation switch for approximately 23 weeks. I consider $1,150.00, which equates to approximately $50.00 per week, fairly and reasonably reflects the following factors:

    a. The period of time the stovetop was without a complying isolation switch.

    b. Having a non-compliant isolation switch is a safety issue. The purpose of an isolation switch is to be able to quickly turn off the stovetop if it is the source of a fire. The isolation switch needs to be visible and readily accessible to increase the chances that a person will use it if there is a fire, and they are in a state of panic.

    c. Not having a compliant isolation switch for the stove was a cause of concern and stress to the tenant.

    d. It was reasonable for the landlord to rely on the expertise of the electrician who completed the renovations to properly install the isolation switch. The landlord bares ultimate responsibility for the fact the isolation switch was no compliant however, their culpability is mitigated by the fact that they delegated the task to an appropriately qualified professional.

    e. The tenant raised concerns with the landlord on 11 and 27 April 2025 about the isolation switch not being compliant. Whilst it was reasonable for the landlord to rely on the expertise of the electrician at the beginning of the tenancy, it became less reasonable after the complaints by the tenant.

Should exemplary damages be ordered?

34. Failure to comply with all requirements in respect of buildings, health and safety is an unlawful act, for which exemplary damages up to a maximum of $7,200.00 may be ordered.[3]

35. I decline to order exemplary damages in relation to the isolation switch for the stovetop, because I am not satisfied on the balance of probabilities the landlord acted intentionally. This is because the electrical work was completed by an electrician and ESC's were issued. It was reasonable for the landlord to rely on the expertise of the electrician and the assurance given in the ESC's that the electrical work complied with all legal requirements. As it turned out, this was not the case however, I do not think it can be said that the landlord intentionally installed a non-compliant isolation switch for the stovetop when they delegated the task to an appropriately qualified professional.

[3] Residential Tenancies Act 1986, section 45(1A) and Schedule 1A.

Did the landlord fail to maintain the premises in a reasonable state of repair?

The law

36. Section 45(1)(b) RTA requires a landlord to "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."

37. It is well settled that a landlord's obligations under section 45(1)(b) RTA are to investigate and repair a defect brought to their attention within a timeframe that is reasonable in the circumstances. As to what is reasonable depends upon the gravity of the problem and objective attempts made by the landlord to investigate and remedy the problem.[4]

38. The tenant claims the landlord took too long to fix the following problems:

    a. Lock on the ranch slider door

    b. Loose power point sockets in the laundry

    c. Install isolation switches for the two ovens and microwave

    d. Move the isolation switch for the stovetop

    e. Loose bathroom light fitting

    f. Windows not closing properly

39. I consider each issue individually below.

Lock on the ranch slider door

40. The landlord accepts the tenant reported that the lock on the ranch slider door was not working around early – mid February 2025. The landlord also accepts it was not fixed until around mid-April 2025.

41. The landlord instructed Provue Glass Ltd to complete the repairs, but claims the main contractor suffered some poor health, which resulted in a delay. A letter from Provue confirming the same was provided.

42. The timeframe between when the tenant reported the issue to when it was fixed is approximately 8 weeks. Not being able to lock your house is a safety issue that should be given high priority. The task of repairing a lock is not complicated and can usually be completed quickly. Considering these factors, I find a delay of 8 weeks to be unreasonable. The fact that the landlord's contractor was ill, which delayed repairs is irrelevant. It is the landlord's responsibility to manage the repairs and ensure they are completed in a timely manner. If their contractor is delayed, the landlord can look to hire someone else.

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[4] *Collins v Professionals Hutt City Ltd* DC Wellington CIV-2009-085-1431, 24 February 2019 at [15].

43. On the balance of probabilities, I am satisfied the landlord failed to maintain the lock on the ranch slider door in a reasonable state of repair.

44. The tenant seeks compensation for this breach. I consider $25.00 per week to be fair and reasonable. In settling on this figure, I have considered the above factors, as well as the fact that the back door where the ranch slider is located is not easily accessible to the public. This slightly decreases the safety risk. If this were not the case, I would have increased the level of compensation.

45. The tenant's claim for compensation is granted for $200.00.

Loose power point sockets in the laundry

46. The tenant claims the power point sockets in the laundry were loose and detaching from the wall. The landlord accepts the tenant reported the issue in February 2025. The tenant also reported the fact that the washing machine only worked when the light in the laundry was turned on at the same time.

47. The parties accept that a handyman and electrician visited the premises shortly after the tenant first made the complaint and the issue with the washing machine was fixed, but the loose power points remained until 8 July 2025.

48. The timeframe between when the loose power points were first reported and fixed is approximately 5 months. Loose power point sockets are a safety concern, because of the increased risk of electrocution or fire. Fixing loose power points is a job that should be given priority and the repair can be completed relatively quickly. Considering these factors, I find a delay of 5 months to be unreasonable.

49. On the balance of probabilities, I am satisfied the landlord failed to maintain the power points in the laundry in a reasonable state of repair.

50. The tenant seeks compensation for this breach. I consider $10.00 per week to be fair and reasonable. In settling on this amount, I have considered the above factors, as well as the following:

    a. The loose power point sockets were in the laundry. Usually, large appliances such as washing machines and driers are situated in the laundry. These appliances are not generally plugged and unplugged regularly, which slightly decreases the risk of electrocution.

    b. The tenant referred to "exposed wiring" however, the photographs do not show any exposed wiring. I consider this to have been slightly exaggerated by the tenant. The extent to which the power point sockets were loose is relatively minor from the photographs.

51. The tenant's claim for compensation is granted for $220.00.

Isolation switches for the two ovens and microwave

52. I have found that the built-in ovens and microwave did not legally require isolation switches. Whilst it might be best practice, it is not a legal requirement. For this reason, I find there was no defect that required repair and this claim is dismissed.

Isolation switch for the stovetop

53. I have found that the location of the isolation switch for the stovetop was non-compliant. This is because it was installed underneath the stovetop inside a cupboard and was not visible and readily accessible.

54. The tenant first raised the issue with the landlord on 11 April 2025 and again in a 14-day notice sent on 27 April 2025. The landlord accepts the issue was not fixed until 8 July 2025.

55. The landlord claims they instructed the builder who completed the renovation to remedy the issue. The builder contacted the electrician they subcontracted the electrical work to. The landlord claims the electrician delayed fixing the issue.

56. A landlord has a duty to actively manage any repairs and ensure they are completed in a timely manner. A landlord cannot simply contact a tradesperson to complete the repairs and leave it at that. They should follow up with the tenant and tradesperson. If a repair is taking too long to be completed, the landlord can hire someone else to get the job done in a timely manner.

57. Having a compliant isolation switch for the stovetop is a safety issue. It mitigates the risk of a fire spreading from the stovetop to the rest of the premises. For this reason, it should have been given high priority in terms of repairing it. There was a delay of 12 weeks between when the issue was first raised with the landlord to the date it was fixed. I find this unreasonable.

58. On the balance of probabilities, I am satisfied the landlord failed to maintain the isolation switch underneath the stovetop in a reasonable state of repair.

59. I decline to order compensation, because this claim overlaps with the tenant's claim that the landlord failed to comply with the requirements in respect of buildings, health and safety. I have already ordered compensation for this breach and consider the amount sufficiently reflects the fact that there was a simultaneous breach of the landlord's duty to maintain the premises in a reasonable state of repair.

Loose bathroom light fitting

60. The tenant claims the light fitting in the bathroom became loose and partially descended from the ceiling very early on in the tenancy. A photograph of the light fitting was submitted.

61. The landlord accepts the issue was raised by the tenant early on into the tenancy around February 2025. The landlord claims they instructed the builder who completed the renovation to remedy the issue. The builder contacted the electrician they subcontracted the electrical work to. The landlord claims the electrician delayed fixing the issue.

62. As mentioned above, a landlord has a duty to actively manage any repairs and ensure they are completed in a timely manner.

63. The parties accept the light fitting was not fixed until 8 July 2025, which is approximately 21 weeks after it was first reported. The light worked despite the fact the fitting was loose. This was not a safety issue however, it was an easy fix and a delay of 21 weeks is too long.

64. On the balance of probabilities, I am satisfied the landlord failed to maintain the light fitting in the bathroom in a reasonable state of repair.

65. The tenant seeks compensation. I consider $5.00 per week fairly and reasonably reflects the above factors.

66. The tenant's claim for compensation is granted for $105.00.

Windows not closing properly

67. The tenant claims some windows were missing latches, strike plates and seals. Photographs of the windows were submitted.

68. The landlord accepts the issue was first raised by the tenant in early February 2025. The tenant also raised the issue again on 11 April 2025 and in a 14-day notice sent on 27 April 2025.

69. Both parties agree the latches and seals were fixed around mid-April 2025, but the strike plates were not installed until mid-July 2025.

70. The landlord instructed Provue Glass Ltd to complete the repairs, but claims the main contractor suffered some poor health, which resulted in a delay.

71. The timeframe between when the tenant reported the issue to when it was properly fixed is approximately 21 weeks. I accept the tenant's evidence that the issue created a draught, which caused the blinds to billow and made it harder to heat the premises. This was not a safety issue, but it detracted from the amenity of the premises. For reasons discussed below, it also constituted a breach of the healthy homes standards, which is an aggravating factor. Fixing the

windows was not complex and could have been done relatively quickly. Considering all of these factors, I find a delay of 21 weeks to be unreasonable.

72. On the balance of probabilities, I am satisfied the landlord breached their obligation to maintain the windows in a reasonable state of repair.

73. The tenant seeks compensation for this breach. I consider $15.00 per week fairly and reasonably reflects the above factors.

74. The tenant's claim for compensation is granted for $315.00.

Should exemplary damages be ordered?

75. Failure to maintain the premises in a reasonable state of repair is an unlawful act, for which exemplary damages up to a maximum of $7,200.00 may be ordered.[5]

76. The tenant has proven that the landlord breached this obligation in respect of the following:

    a. Ranch slider door lock

    b. Loose power point sockets in the laundry

    c. Installation switch for the stovetop

    d. Loose bathroom light fitting

    e. Windows

77. I am satisfied on the balance of probabilities that the landlord acted intentionally in delaying repairs to these items. Although the landlord was relatively quick to instruct a tradesperson to fix the defects, they failed to actively manage the repairs and ensure they were completed in a timely manner. It is not sufficient for a landlord to simply delegate repairs to a professional and leave it at that. They must follow up with the tradesperson and tenant to ensure the repairs are completed in a timely manner.

78. I find it just to make an order for exemplary damages considering the below factors:

    a. The intent of the landlord.

    b. The effect of the unlawful act on the tenant. I accept the tenant's evidence that the defects, particularly those relating to safety such as the isolation switch and lock on the back door, caused them stress and worry.

    c. There is a public interest in deterring landlords from delaying repairs, particularly those that raise safety concerns.

[5] Residential Tenancies Act 1986, section 45(1A) and Schedule 1A.

79. Taking these matters into account, I consider $500.00 to be reasonable. In settling on this figure, I have considered the fact that compensation has already been ordered and partially addresses some of the above factors.

80. The tenant's claim for exemplary damages is granted for $500.00.

Did the landlord comply with the healthy homes standards?

The law

81. Section 45(1)(bb) RTA requires a landlord to comply with the healthy homes standards.

82. The healthy homes standards are found in the Residential Tenancies (Healthy Homes Standards) Regulations 2019. These provides a minimum set of requirements for residential tenancies in respect of heating, ventilation, draught stopping, moisture and drainage.

Analysis

83. The tenant claims the windows breached the draught stopping requirements of the healthy homes standards.

84. The tenancy began on 29 January 2025. The landlord had 120 days to comply with the healthy homes standards. This means the compliance date for the premises was 29 May 2025.

85. Two healthy homes inspection reports were submitted. One dated 5 October 2024 and one dated 26 June 2025. The report dated 5 October 2024 states the premises complies with the draught stopping requirements, whereas the report dated 26 June 2025 states it does not.

86. I find the report dated 26 June 2025 to be more reliable, because it is more recent and was completed after the renovations were complete. In contrast, the report dated 5 October 2024 was completed in the middle of renovations before the premises were in their final state.

87. On the basis of the report dated 26 June 2025, I am convinced on the balance of probabilities that the premises did not comply with the draught stopping provisions of healthy homes standards by 29 May 2025.

88. I decline to order compensation for this breach, as it overlaps with the tenant's claim that the landlord failed to maintain the windows in a reasonable state of repair. I have considered the fact that the state of the windows also breached the healthy homes standards when determining how much compensation to award for the landlord's failure to maintain the windows. To award further compensation would be to double count, which is not fair or reasonable.

Should exemplary damages be ordered?

89. Failure to comply with the healthy homes standards is an unlawful act, for which exemplary damages up to a maximum of $7,200.00 may be ordered.[6]

90. I decline to order exemplary damages, because I am not convinced on the balance of probabilities the landlord acted intentionally. The landlord relied on the findings in the healthy homes report dated 24 October 2024. This report was completed before the renovations were complete and in hindsight, it would have been prudent for the landlord to have waited until the renovations were finished. By relying on a report that was undertaken before the renovations were complete, I find the landlord acted negligently, rather than intentionally.

Should the landlord's request for name suppression be granted?

91. The tenant did not seek name suppression, but the landlord did.

92. The landlord has not been wholly or substantially successful in their claim and therefore, I am not required to grant them name suppression.[7]

93. I have a residual discretion to grant the landlord name suppression under section 95A(4) RTA. This section requires me to consider the interests of the parties and public. In *Lewis v Wilson & Horton* [2003] 3 NZLR 546, the Court of Appeal endorsed the approach taken in the High Court, which held:

> …the principle of open justice dictates that there should be no restriction on publication of information about a case 'except in very special circumstances.'

94. The landlord claims publication will negatively affect their reputation. The landlord claims this is unfair, because many of the breaches were actually the fault of third party contractors.

95. The fact that publication of a party's name may negatively affect their reputation is an ordinary consequence of the proceedings. It is not extraordinary or exceptional. This decision explains the circumstances in which it was reasonable for the landlord to rely on third party contractors. This addresses the landlord's concern that any blame will be wrongly attributed to them in whole. The public interest in publication outweighs the landlord's interest in suppression in this case.

96. I decline to grant the landlord's request for name suppression.

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[6] Residential Tenancies Act 1986, section 45(1A) and Schedule 1A.
[7] Residential Tenancies Act 1986, section 95A(1).

Filing fee

97. Because Hugh William Harris, Eduardo Francisco Faustino has substantially succeeded with the claim I have reimbursed the filing fee.

L Ryken
05 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.