TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the tenant and landlord name and identifying details.
2. [The tenant/s] must pay [The landlord/s] $901.00 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $2,380.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 4.7.25	$2,635.00	
Relisting costs	$619.00	
Filing fee reimbursement	$27.00	
Total award	**$3,281.00**	
Bond	$2,380.00	
Total payable by Tenant to Landlord	**$901.00**	

Reasons:

1. Both parties attended the hearing.

2. The landlord has applied for rent arrears, compensation for relisting the property, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

3. The tenant filed an application opposing the landlord's claims.

Background

4. The premises consist of a 2 bedroom and one bathroom unit. The tenant was to reside there by herself.

5. The tenant viewed the property on 24 April 2025 and agreed to a fixed term tenancy for 12 months starting on 7 May 2025 and finishing on 5 May 2026.

6. The tenancy agreement was signed by both parties on 29 April 2025.

7. The tenant took possession of the property on 7 May 2025. On 8 May 2025 the tenant discovered that she could not live there due to the location of the property near a main road. There was also a louvre bathroom window which she says would not close properly. She notified the landlord on the afternoon of 8 May that she could not continue with the tenancy.

8. The usual legal position with a fixed-term contract is that the term of the contract will be applied strictly, and it is only in limited circumstances that a court or tribunal will interfere with it. A tenant is still subject to the fixed term agreement even when they decide that the chosen property does not meet their needs.

9. The landlord states that new tenants moved in on 5 July 2025. The landlord produced the new tenancy agreement which I sighted during the hearing.

10. The landlord says that it took them 46 days to find a new tenant.

11. The tenant says that she expected the landlord to at least negotiate the end of the fixed term. She stated that it took too long to find a replacement tenant. The tenant also stressed that because of her medical issues the place was not suitable. The tenant further stated that there was a bathroom louvre window which did not close properly. The tenant produced a photograph of the window during the hearing.

12. The landlord confirmed that the property is fully compliant with the Healthy Home Standards.

13. I have carefully considered the tenant's position and her personal circumstances. I have also considered the medical evidence provided with her application. While I sympathise with the tenant and the position she finds herself in I am entirely satisfied that she was bound by the fixed term agreement which the parties signed on 29 April 2025.

14. I am also satisfied that there is not a change of circumstances of an unforeseen nature which would justify any reduction of the fixed term.

How much is owed for rent?

15. The tenancy ended on 4 July 2025. The landlord provided rent records which prove the amount owing at the end of the tenancy. Having sighted the landlord's evidence I am satisfied that the tenant is responsible for the rent debt.

16. The claim for outstanding rent is proven.

Break lease fee

17. The landlord was forced to readvertise the property which, as a result, caused financial loss to them. They provided an itemised invoice dated 23 June 2025 listing the expenses incurred by the landlord as a result of the breach. The RTA provides as follows in respect of break lease fees:

    44A Recovery of expenses incurred by landlord

    (1) A landlord who consents to an assignment under section 43B, to a subletting or parting with possession under section 44, or to termination of the tenancy in accordance with section 50(1)(d) is entitled to recover from the outgoing tenant any expenses reasonably incurred by the landlord in respect of the assignment, subletting, parting with possession, or termination.

    (2) A landlord who seeks to recover expenses from a tenant in accordance with subsection (1) must first provide an itemised account of the expenses to the tenant.

18. Having sighted the itemised expense claim filed by the landlord I am satisfied that the tenant is responsible for this debt. The amounts claimed are reasonable.

19. The landlord's claim for the relisting expense is proven.

20. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee.

21. The Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case – section 95A Residential Tenancies Act.

22. I have suppressed both parties' names as requested. I do not see any public interest in having the parties' names released. The decision will still be published with the parties' names redacted and I consider that this satisfies the need for open justice.

23. The landlord does not oppose an order suppressing the name of the tenant.

M Manhire

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.