[2025] NZTT 5301221

TENANCY TRIBUNAL AT NEW PLYMOUTH | TE TARAIPIUNARA RETIHANGA KI NGĀMOTU

APPLICANT: Craig Huffam

Tenant

RESPONDENT: Marilyn Powell

Landlord

TENANCY ADDRESS: 20 Victoria Road, New Plymouth, New Plymouth 4310

ORDER

1. No suppression orders apply to the publication of this decision.
2. The Bond Centre is to pay the bond of $2,120.00 (3173256-005) to Craig Huffam immediately.
3. The tenant's claim for compensation for the landlord not agreeing a shorter notice period and conduct around a final inspection after the tenancy had ended is dismissed.

Reasons:

1. Both parties attended the hearing.
2. The landlord attended by telephone as she lives out of the area and the matters before the Tribunal today are not extensive.

Refund of the bond

3. The tenant has applied for refund of the bond. The landlord has a claim against the bond, but has not filed a counterclaim with Tenancy Services.

4. Section 22B(2) Residential Tenancies Act 1986 (RTA) provides that, where a tenant applies for refund of the bond, and the landlord seeks payment from the bond, the landlord must file an application setting out the details of the counterclaim.

5. Because the landlord has not filed a counterclaim the bond is refunded in full to the tenant.

Claim for compensation

6. The tenant also claims compensation of $1060. The tenant says this is claimed because the landlord did not let him leave his tenancy early and did not allow him early access when it came to a final inspection and there was a lack of a proper final inspection.

7. There is nothing to suggest this is anything other than a periodic tenancy. Section 51(2A) RTA provides that a tenant may terminate a periodic tenancy in any case by giving at least 21 days' notice.

8. The tenant wanted to leave the property and end the tenancy by giving 1 week notice. He gave notice to the landlord in an email dated 22 April advising "My last day here will be the 30 April 2025". The landlord replied advising that she did not accept this and advised the tenant that she would accept only the required 21 days' notice. On 27 April 2025 the tenant then sent a new notice setting out that his last day would be Sunday 18 May 2025.

9. I am not satisfied that in not being willing to accept a tenant's shorter notice period the landlord has breached any provision of the RTA. A landlord is entitled to at least 21 days notice to terminate a periodic tenancy (unless the parties mutually agree otherwise). This part of the claim is therefore dismissed.

10. The tenant also says that on 19 May 2025 there was a final inspection with both parties at the property. This was after the tenancy had ended. The tenant says it was not a proper final inspection for example, there was no check list. The tenant was also frustrated he wasn't allowed in the property before the agreed time.

11. The tenant was unable to identify a relevant provision within the RTA that would establish such conduct as a breach. I am not satisfied that the tenant has proven a breach of the RTA in respect of this conduct. As explained at the hearing there is no obligation on a landlord to allow a tenant back into a property once a tenancy has ended. A final inspection with both parties present is often prudent but is not obligatory.

Filing fee and suppression

12. I decline to award reimbursement of the filing fee as the tenant has only been successful in relation to part of the claim.

13. Neither party made an application for suppression of their identifying details so this is not ordered. Had it been requested, neither party has been substantially successful, and I see no other reason to make such an order so I would not have awarded suppression in this case in any event (see section 95A RTA).

M Kemp
09 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.