[2025] NZTT 5341142

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

APPLICANT: Arrow Property Management Limited As Agent For Joe And Sian Broughton

Landlord

RESPONDENT: Cosette Anne Maloney

Tenant

TENANCY ADDRESS: 12 Harlock Place, Huntly 3700

ORDER

1. Cosette Anne Maloney to pay Arrow Property Management Limited As Agent For Joe And Sian Broughton $1,828.04 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay $1,828.04 from the bond of $2,780.00 (6495379-002) to Arrow Property Management Limited As Agent For Joe And Sian Broughton immediately.
3. The balance of the bond of $951.96 is to remain at the Bond Centre.
4. The tenancy is terminated on 22 September 2025 and possession granted to Arrow Property Management Limited As Agent For Joe And Sian Broughton on that day.

Description	**Landlord**	**Tenant**
Meth testing	$301.29	
Repairs: Garage door	$498.75	
Filing fee reimbursement	$28.00	
Exemplary damages	$1,000.00	
Total award	**$1,828.04**	
Bond	$1,828.04	$951.96

Reasons:

1. The landlord attended the hearing which was conducted by video. The tenant did not attend. Two attempts to reach her by phone were unsuccessful.

2. The landlord has applied for termination of the tenancy for breach of the tenant's obligations, compensation and exemplary damages.

Should the tenancy be terminated?

3. 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. See section 56(1) Residential Tenancies Act 1986.

4. Where the breach is not capable of remedy, the landlord is not expressly required to serve a 14-day breach notice on the tenant. A breach is not capable to remedy where the thing done, or its effect, cannot be undone.

5. However, unless the breach is serious, the Tribunal usually requires the landlord to have warned the tenant about the likely consequences of continued breach before it will exercise its discretion to terminate.

6. The landlord says that the tenant has breached her obligations under section 40 of the Act by using or allowing the premises to be used for methamphetamine consumption.

7. Section 40(2)(b) of the Residential Tenancies Act 1986 says that the tenant must not use the premises, or permit the premises to be used, for any unlawful purpose. Methamphetamine use is an unlawful purpose.

8. The landlord produced test results showing that immediately before the start of the tenancy, there was no evidence of methamphetamine in the property. As a result of a Police callout to the property, the landlord suspected methamphetamine use at the property. A further test conducted on or about 25 August 2025 showed a composite result of 9.7 mcg per 100 m^2.

9. The landlord has established on the balance of probabilities that the tenant has used or allowed the premises to be used for the consumption of methamphetamine, which is an illegal purpose.

10. The breach is not capable of remedy because it has already occurred. It cannot be undone.

11. It would be inequitable to refuse to terminate the tenancy. The landlords are entitled to protect their property from further illegal use and the risk of contamination.

12. The tenant has advised that she will move out on 22 September and so the tenancy is terminated on 22 September 2025 and possession granted to the landlords.

Exemplary damages

13. The landlords also seek exemplary damages.

14. Section 40(3A) says that a breach of section 40(2)(b) is an unlawful act for which exemplary damages may be ordered up to a maximum of $1,800.00. See section 40(3A)(c) and Schedule 1A Residential Tenancies Act 1986.

15. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest. See section 109(3) Residential Tenancies Act 1986.

16. I find that the use of or permission of use of methamphetamine is an intentional unlawful act. The impact on the landlords has been significant. They have had to have the premises tested, apply for termination of a fixed term tenancy, and may be faced with further cleaning costs.

17. This is a significant breach of the tenant's obligations and it is in the public interest that such a flagrant disregard is marked with an order for exemplary damages. I order $1000 in exemplary damages.

Garage door

18. During the tenancy the side garage door was smashed by the tenant's boyfriend.

19. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

20. The landlords provided an invoice for $498.75 for reglazing the garage door, which was double-glazed. That amount is ordered.

Other matters

21. The landlords provided quotes for carpet cleaning and decontamination. Those applications have been withdrawn, but the landlord may bring a claim for further matters, including those, once the tenancy has ended.

22. At today's date, the tenant is also behind on her rent. That was not an issue at the time the landlords' application was made and so was not included in the notice of hearing. Accordingly, I have not made any determination on that issue, but the landlords may bring a claim for rent arrears, should they remain unpaid.

23. The landlords are advised to seek advice from Tenancy Services and review some of the case law on "decontamination" for methamphetamine.

24. Because Arrow Property Management Limited As Agent For Joe And Sian Broughton has substantially succeeded with the claim I have reimbursed the filing fee.

T Baker
16 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.