[2025] NZTT 5335067

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

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 Tenant and Landlord name and identifying details.
2. The Bond Centre is to pay the bond of $4,800.00 ([Bond number suppressed]) to [Landlord] immediately.
3. The term of the fixed-term tenancy of [The tenant/s] at [Tenancy address suppressed] is reduced and now ends at noon on **Tuesday 30 September 2025**.

Reasons:

1. Both parties attended the hearing, by telephone.
2. Unfortunately, there was a delay in convening the hearing because of confusion by the parties about whether there was to be a further mediation today or a hearing.
3. Both parties agreed they wished to proceed with the hearing.
4. The tenant has applied for reduction of the fixed-term tenancy due to end on 11/10/2025.

Should the term of the tenancy be reduced?

5. 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. For residential tenancies, one of those circumstances is found in s 66 Residential Tenancies Act 1986, which allows for the reduction of fixed term tenancy agreements.

6. There is a high threshold to be met before the Tribunal will reduce the term. In particular the applicant will need to establish that:

   a. there has been a change in their circumstances,

   b. the change was unforeseen,

   c. the unforeseen change will result in severe hardship to the applicant if the tenancy is not reduced,

   d. the severe hardship the applicant will suffer if the term is not reduced exceeds the hardship the other party will suffer if the term is reduced.

7. Section 66(2) provides that, if the Tribunal reduces the term of the tenancy, it may order the applicant to pay reasonable compensation to the other party for any loss or damage which results from the reduction of the term.

8. The weighing of relative hardship is a question of fact to be assessed objectively in each case.

9. In *Bond v Tang* Invercargill TT09/583IN the Tribunal discussed that section 66 was used to seek a balance between the competing interests of applicant tenants, for whom significant obligations under fixed-term agreements can create hardship when circumstances unexpectedly turn against them and landlords who have financial expectations arising from the same bargain.

Standard of proof

10. This is a civil jurisdiction which means when looking at the claim the standard of proof is on the balance of probabilities. Put simply this means the tenant must establish, with evidence, that his claim is more likely than not.

11. The Tribunal does not need to be completely certain. All evidence presented is considered and weighed to decide what is more likely.

12. Where there are serious allegations, or important issues at stake, as in this case, the Tribunal needs a level of supporting evidence benefitting the matters to be decided.

13. The onus is on the applicant, in this case the tenant, to provide the necessary evidence to support his claim. If he fails to do so then the application will be dismissed, whether it has merit or not.

Has there been an unforeseen change in the tenant's circumstances?

14. I do not consider the accident suffered by the tenant was unforeseen because of the fact he was a professional sports person, and accidents are common in the professional sport he played.
15. However, I find the evidence supports that there has been an unforeseen change in the tenant's circumstances after the accident due to the level of ACC he receives as a result of the assessment of his income from self-employment and ending of his work contract due to the injury.
16. The evidence supports that the tenant would suffer severe hardship if the term of the tenancy were not reduced because of his ongoing liability for the rent of $1,200.00 per week.
17. The landlord would not suffer hardship if the term is reduced because the premises have been re-let as at 4/10/2025.
18. I find that the tenants' hardship would be greater than the landlord's hardship because of the disparity in the financial circumstances of the parties.

Should compensation be awarded?

19. Where the Tribunal reduces a fixed-term tenancy, it may order the tenant to pay the landlord reasonable compensation for any resulting loss. See section 66(2) Residential Tenancies Act 1986.
20. Section 85 of the Residential Tenancies Act 1986 provides useful guidance about how the Tribunal should exercise its jurisdiction. This must be in a manner most likely to ensure the fair and expeditious resolution of disputes between landlords and tenants of residential premises.
21. In addition, the Tribunal must consider the substantial merits and justice of the case without being bound to give effect to strict legal rights or obligations, or to legal forms and technicalities.
22. In the interests of a fair and expeditious resolution of the dispute between the parties I have not awarded compensation to the landlord because of the short amount of time the tenancy still has to run.
23. Although the landlord has not made a claim for arrears, they suggest that the tenant owes rent arrears of $10,742.86 to 30/9/2025.
24. With the agreement of the tenant the bond has been awarded in part payment of the arrears.
25. It is open to the landlord to make a claim for the balance of the arrears if they wish to do so.

26. No filing fee is awarded because the tenant was only partly successful in his claim for the term to be reduced to when he vacated on 22/6/2025.

27. The tenant did not take steps to mitigate the loss of either party by waiting two months to make his application.

28. Suppression is granted to both parties pursuant to section 95A(4) because I consider it is in the interests of both parties to do so in the circumstances of this case.

J Wilson
17 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.