[2025] NZTT 4966053

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: Kāhui Tū Kaha Limited

Landlord

TENANCY ADDRESS: Unit/Flat 2, 95 Olsen Avenue, Hillsborough, Auckland 1042

ORDER

1. Kāhui Tū Kaha Limited must pay [The tenant/s] $5,727.00 immediately as set out in the table below:

Description	**Landlord**	**Tenant**
Compensation for failing to maintain		$2,200.00
Exemplary damages: failing to comply with Work Orders		$3,500.00
Filing fee reimbursement		$27.00
Total award		**$5,727.00**
Total payable by Landlord to Tenant		**$5,727.00**

Reasons:

1. Both parties attended the hearing. The landlord was represented by Lyssa Moka.
2. This tenancy began on 7 October 2020 and is a social housing tenancy.

Previous claim

3. The tenant filed a claim in the Tribunal on 16 August 2023 seeking work orders and compensation due to concerns about draughts, damp and mould.
4. Following orders made by the Tribunal on 20 September 2023, 7 December 2023 and February 2024 the landlord obtained a builder's report from Oakmont

Homes Limited confirming that the property required maintenance work in order to be free from mould and dampness.

5. The Tribunal made final work orders on 12 April 2024 (the April 2024 Work Order) as follows:

> 1. The landlord must carry out the following work to the premises, which must be completed by 24 May 2024 or within such further time which is reasonable should the company instructed to complete the repairs require further time to complete the work:
>
>   a. Repairs and remedial work as recommended and set out on pages 8 and 9 of the report obtained from Oakmont Homes dated 12 March 2024.
>
> 2. The tenant's claim for compensation is adjourned for a further hearing.
>
> 3. The landlord is to file in the Tribunal a report confirming completion/progress towards completion of the works set out in order 1. The report must be filed at least 7 working days prior to the further hearing and be copied to the tenant.

6. The matter was then adjourned for a final hearing on 7 May 2024 to review completion/progress towards repairs and compensation.

7. At the hearing on 7 May 2024 the landlord did not file a report as ordered but advised that work was proceeding and would be completed by the end of the month.

8. The only remaining issue for determination was the issue of compensation. The rent for the tenancy had started at $100 per week, and by the date of the hearing was $120 per week. The Tribunal ordered payment of compensation to the tenant as follows to the date of the hearing as follows[1]:

> 19. In considering an appropriate rent reduction for the loss of amenity I have considered the size of the premises and the areas affected. As the issues first appeared in winter 2021 I have calculated compensation from 1 July 2021 to the date of the hearing (148 weeks). I consider compensation of $20 per week for each week of the tenancy to be appropriate ($2,960).
>
> 20. I also consider that the tenant is entitled to some additional compensation for increased electricity for heating and running a dehumidifier, the inconvenience of constantly cleaning to remove mould, and for the ongoing stress of dealing with the situation over nearly three years, particularly while caring for young children. Standing back and considering the length of the tenancy and the impact of all of these factors I consider an additional award of $2,000 to be appropriate.

[1] [***2024] NZTT 4657971, 7 May 2024***

New claim

9. The tenant filed this claim on 8 August 2024 seeking the following:
    a. further work orders (on the basis April 2024 Work Order had not been complied with);
    b. compensation for failure to maintain and to ensure that the home is Healthy Homes Standards (HHS) compliant; and
    c. exemplary damages for failure to comply with previous work orders.
10. At the initial hearing on 20 November 2024 Kāhui Tū Kaha Limited agreed that t

11. Kāhui Tū Kaha Limited explained that it sublets the property to the tenant and that any work that it wishes to do has to be done with the owner's approval.
12. Kāhui Tū Kaha Limited consented to further work orders as follows:

> 2. The landlord must carry out the following work to the premises, which must be completed within 10 working days of this order:
>
> a. Replace the bedroom door handle/lock.
>
> b. Install draught stopping around the front door to block the gap identified in the Healthy Homes Report dated 13 November 2024.
>
> c. Obtain an updated report from Oakmont Homes Limited, considering specifically whether the landlord has complied with the Tenancy Tribunal Work Order dated 12 April 2024.

13. A further hearing was held on 19 February 2025. The landlord confirmed that the door handle had been replaced and the draught stopping had been done. The landlord has obtained a further HHS report which confirmed that the property had failed in two areas (ventilation and drainage) but said that owner had fixed these issues themselves. The landlord had not obtained a report from Oakmont Homes as ordered and I was told had not approached Oakmont Homes to provide a report.
14. The Tribunal therefore made further orders as follows:

2. The landlord must obtain the following reports and file them in the Tribunal by 19 March 2024:

    a. A report from Oakmont Homes Limited considering specifically whether the landlord has complied with the Tenancy Tribunal Work Order dated 12 April 2024 (such order requiring that the landlord complete the work set out as recommended at pages 8 and 9 of the Oakmont Homes Limited report dated 12 March 2024).

    b. An updated Healthy Homes report from All Clear confirming compliance with the Healthy Homes Standards.

3. If the report from Oakmont Homes Limited identifies any work that has not been completed the landlord is to file a timeline setting out when the work will be completed.

15. A further hearing was then held on 24 April 2025. The landlord had filed an updated Healthy Homes report confirming compliance with the HHS. The landlord explained that Oakmont Homes were now in liquidation and so provided a report from Total Property Services. Regrettably however this report made no reference to the work set out in the April 2024 Work Order and so it was not possible to determine whether the landlord had complied, and if so, to what extent.

16. The Tribunal made further orders as follows:

    2. By 15 May 2025 the landlord must obtain and file a report from a qualified builder considering specifically whether the landlord has complied with the Tenancy Tribunal Work Order dated 12 April 2024 (such order requiring that the landlord complete the work set out as recommended at pages 8 and 9 of the Oakmont Homes Limited report dated 12 March 2024).

    3. If the report identifies any work that has not been completed the landlord is to file a timeline setting out when the work will be completed.

    4. By 15 May 2025 the landlord must prepare and file a document showing all work done to date together with dates of completion.

17. The matter then came back before the Tribunal on 19 June 2025. The landlord had obtained a report from RestorePro but that report was not focussed on whether or not the landlord has complied with the April 2024 Work Order but instead investigated matters afresh and made recommendations.

18. None of the work identified had commenced and the landlord had not filed a timeline setting out when work would be completed.

19. Having read the report the Tribunal was satisfied that the report identified work that needed to be done to resolve the issues of damp and mould at the property and so made orders as follows:

2. The landlord must complete the following work (as identified in the report by RestorePro dated 13 May 2025) by 10 July 2025:
    a. Repair the external gutter over the master bedroom that is suspected to be overflowing during periods of heavy rainfall
    b. Complete mould remediation on all ceiling and wall surfaces throughout the home
    c. Complete ULV Fogging following surface treatment
    d. Complete full cleaning and mould treatment of the AC unit
    e. Install a high-quality rubber seal around the sliding door in the lounge to reduce air movement and moisture ingress
3. All of the work ordered in Order 2 above is to be completed by RestorePro. If RestorePro are unable to do any of the work set out above the work must be done by a qualified professional recommended by RestorePro.
4. The landlord must prepare and file a document by 17 July 2025 setting out:
    a. All work done on the property in compliance with work orders since 12 April 2024
    b. The date on which that work was completed
5. The landlord must file copies of all receipts for work done on the property since 12 April 2024 by 17 July 2025.
6. The tenant's claim for compensation is adjourned.

20. A further hearing was held on 20 August 2025. Both the landlord and the tenant confirmed that the work had been done. The landlord provided a document setting out the work done in compliance with the April 2024 Work Order, the date of completion, and provided receipts.

21. The landlord explained that they have had great difficulty trying to make the owner of the property understand the need to comply with Tribunal Work Orders. They said that Kāhui Tū Kaha Limited has had to reluctantly pay for the work to be done to ensure compliance, noting that it was not their policy to pay for improvements.

Compensation

22. The tenant and his family have continued to live in the home that suffers from mould and damp.

23. The Tribunal had previously ordered compensation in the amount of $20 per week (on the basis of a rental of $120 per week) to 7 May 2024.

24. As the work was not completed until 2 July 2025 the tenant is entitled to further compensation for loss of amenity for the period of 60 weeks, being $1,200.

25. In addition I order compensation in the amount of $1,000 for increased power costs, time spent cleaning and the ongoing stress of living in a damp and mouldy home.

Exemplary damages

26. The tenant has sought exemplary damages for the landlord's failure to comply with the April 2024 Work Order.

27. Breaching a work order under s 78A Residential Tenancies Act 1986 (RTA) without reasonable excuse is an unlawful act, for which exemplary damages may be awarded up to a maximum of $5,000.00. See section 108(2A) and Schedule 1A RTA.

28. The Tribunal made the April 2024 Work Order to ensure that the landlord did necessary and required maintenance to prevent damp and mould, but that order was not complied with until July 2025.

29. At the final hearing the landlord explained that they require the consent of the owner to maintenance work, but the owner was reluctant to do so and did not understand the need to comply with Tribunal work orders. I do not consider that explanation to be a reasonable excuse. The landlord is in the business of providing housing to vulnerable people. It is for the landlord to ensure that it has suitable contractual arrangements in place with its owners to ensure that maintenance work is completed in a timely manner and Tribunal work orders are complied with.

30. 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) RTA.

31. The landlord knowingly failed to comply with the Work Order. I consider that it would be just to award exemplary damages because:

    a. the work was not completed until well over a year after the April 2024 Work Order was made, during which the tenant and his family continued to live in damp conditions;

    b. the tenant had to file a new claim to seek compliance;

    c. the landlord has failed to comply with subsequent orders made to ensure compliance which has led to multiple hearings, all of which the tenant had to attend;

    d. this matter has taken up significant Tribunal time and resourcing; and

    e. it is the public interest for landlords to comply with Tribunal work orders so that necessary maintenance is completed without delay.

32. In determining the amount of exemplary damages to be awarded I record that it is the usual practice of the Tribunal to award approximately 1/3 of the maximum amount of the first breach.

33. I note that this landlord has recently been the subject of an award of exemplary damages for failing to comply with a Tribunal work order. This appears to the second breach of this nature[2].

34. I consider that an award of exemplary damages in the vicinity of approximately 2/3 of the maximum amount to appropriate, and so order exemplary damages in the amount of $3,500.

Filing fee

35. The tenant has been the successful party. I have therefore reimbursed the filing fee. The tenant has applied for and is entitled to an order for name suppression pursuant to section 95A RTA.

M Allan
17 September 2025

[2] See *Walters v Kāhui Tū Kaha Limited [2025] NZTT 5270159* at paras 31 - 35

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.