[2025] NZTT 5281479, 5167551

TENANCY TRIBUNAL AT QUEENSTOWN | TE TARAIPIUNARA RETIHANGA KI TĀHUNA

APPLICANT: Hamish Craig Stratford

Landlord

RESPONDENT: Sam Van Leerdam

Tenant

TENANCY ADDRESS: 7 Hindon Street, Omakau, Omakau 9376

ORDER

1. Hamish Craig Stratford must pay Sam Van Leerdam $571.54 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Exemplary damages: Failure to maintain		$1,900.00
Exemplary damages: Bond		$400.00
Carpet Cleaning	$750.00	
Repairs: Plumber	$437.27	
Window repairs	$541.19	
Total award	**$1,728.46**	**$2,300.00**
Net award		$571.54
Total payable by Landlord to Tenant		**$571.54**

Reasons:

1. Both parties attended the hearing on 18 September 2025.
2. The premises are a 3 bedroom town house in a small rural community, with a section of approximately 1,100 m2 (“the premises”) . The premises were built in the 1970’s and the landlord evidence was that they had been renovated in the 1990’s.

3. The tenancy commenced on 15 July 2024 and ended on 28 March 2025. The premises also formed part of a service tenancy agreement between the parties.

4. On the 17 February 2025, the tenant filed his claim with the Tribunal, he claims:

    a. That the landlord failed to comply with Healthy Homes Standards-draughts, moisture and heating.

    b. That the landlord failed to maintain the property to a reasonable condition:

        1. Toilet floor.
        2. Curtains.
        3. Dishwasher.
        4. Cupboard doors.
        5. Fly screen door at front of house.
        6. Gutters.
        7. Rodents.

    c. The bond had not been lodged.

    d. Locks were not provided

    e. Compensation for increased power costs.

    f. Exemplary damages where appropriate.

    g. Reimbursement of the filing fee.

5. The landlords filed their claim on the 6 June 2025. They claim:

    a. Compensation for damage to;

        i. Walls
        ii. Carpet
        iii. Lawns
        iv. Shower
        v. Bedroom window.

    b. Replace measuring tape.

    c. Replace testing meters.

    d. Disturbing the neighbours.

    e. Legal fees.

f. Costs.

g. Compensation for stress.

The burden of proof

6. A party who brings a claim to the Tenancy Tribunal must prove on the balance of probabilities (more likely than not) that their version of events took place. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden of proof.

7. The issue of evidence at Tenancy Tribunal hearings was considered by the District Court in *Kaipo v Clarke & McCarthy (DC) TT233/02*. Judge Mather stated:

> *"…[the applicant] needs to be reminded that like anyone who brings an application before a Tribunal or a Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties and it is certainly not up to the Tribunal to extract evidence."*

8. This order may not make reference to all of the evidence placed before the Tribunal, but the parties can be assured that it has been taken into account in coming to this decision.

Relevant legal principles – compensation and exemplary damages

9. The Tribunal may award compensation to a tenant for losses arising from a proven breach or breaches by the landlord of their statutory responsibilities. Compensation is generally awarded for actual losses and sometimes for less tangible effects of proven breaches such as a loss of enjoyment of the tenancy and the accompanying stress and anxiety.

10. In *Birch v Otautahi Community Housing Trust* [2020] NZDC 17667 the District Court confirmed that the Tribunal must consider the following factors when deciding to award compensation:

- The nature of the breach.
- The duration of the breach; and
- The effect of the breach on the party.

11. Exemplary damages are different. They are designed to punish and to deter. They are like a fine. In *Auckland City Council v Blundell* [1986] NZLR 732 the Court of Appeal (Cooke P) said:

Exemplary and punitive [damages] are different words for the same thing. The damages are exemplary because they are meant to teach an example to the guilty officer and others. They are punitive because they are meant to punish. They are like a fine, though they go to the citizen who has been the victim of conduct.

12. Exemplary damages are awarded at the Tribunal's discretion when one party has proved that the other party has, with intent, committed a defined unlawful act. If that is proven, and before the Tribunal may award exemplary damages, it must consider the factors set out in section 109 (3) RTA. Those factors are:

- The intention of the person
- The effect of the unlawful act
- The interests of the party against whom the unlawful act was committed; and
- The public interest.

DECISIONS AND REASONS.

Failure to maintain.

13. The tenant claims that the landlord failed to maintain the property. Landlords have an obligation to provide and maintain the property in a reasonable condition taking into account the age and character of the premises. (s45(1)(b) Residential Tenancies Act 1986 ("RTA").

14. The landlord's obligation to repair is not absolute, a landlord does not have to foresee a latent and unobservable defect before it causes damage. A tenant must notify the landlord as soon as damage becomes apparent as to the need for repair. Together these obligations mean that a landlord has a responsibility to only repair and maintain items after they are broken or damaged or a reasonably observable as being damaged and in need of repair.

Toilet Floor

15. On 6 January 2025, the tenant informed the landlord by e-mail that the floorboards in the toilet had become spongy and that the tenant's partner had fallen through the floorboards. The tenant's partner suffered bruising but no serious injury as a result.

16. On 7 January 2025, the landlord carried out temporary repairs by placing plywood over the hole. The tenant says that nothing further was done to repair the hole until near the end of the tenancy.

17. The landlord says that they had not been informed of the issue with the floor prior to receiving the e-mail from the tenant on 6 January 2025. A plumber

was called by the landlord. The plumber attended the premises on 20 January 2025. No leak could be pinpointed by the plumber.

18. A builder was called by the landlord to carry out repairs. The landlord accepted that it took some time for the builder to attend complete the repairs.

19. Once a landlord has been advised of the need for repairs, the obligation on the landlord is to carry out the repairs within a reasonable time. What will be "reasonable" will depend on the nature of the repairs. In this case, the landlord was informed of the need for repairs on 6 January 2025. A temporary repair was completed almost immediately by the landlord. The time to completion of the repair was more than 2 months. I do not consider a delay of that length to be reasonable, but the fact that a temporary repair had been put in place is relevant.

20. I consider that the delay in completing the repair was a breach of the landlord's obligation and an unlawful act.

21. In determining whether the landlord's breach should require an award of exemplary damages, I consider the following to be relevant.

- The landlord became aware of the damage on 6 January 2025.
- The landlord carried out a temporary repair.
- It is in the best interests of this tenant and tenants generally to have landlords carry out repairs promptly.
- The landlord was aware of the delay in carrying out permanent repairs.

Curtains

22. The tenant said that the landlord had replaced the curtains and curtain tracks in the premises soon after they moved in. The tenant said that some of the curtains we are too short and did not touch the floor, resulting in a small area of windows being exposed. There is no requirement under the Residential Tenancies Act for a landlord to provide curtains. The application is therefore dismissed.

Dishwasher

23. The tenant said that the dishwasher did not work when they first moved into the premises. The landlord arranged for a contractor to attend and carry out repairs on 1 August 2024. The tenant see that the dishwasher initially worked once repairs were completed, but then failed to work during the balance of the term of the tenancy.

24. The landlord said that having arranged for the contractor to carry out repairs, they were never subsequently advised by the tenant of any further issues with the dishwasher. The obligation is on the tenant to inform the landlord of any repairs that are required. The tenant has not done so and the application is accordingly dismissed.

Cupboard doors

25. The pre tenancy property inspection report refers to pantry doors and a set of drawers in the kitchen not operating correctly. The tenant said that the hinges to the pantry doors were not operating correctly so that the pantry doors dragged on the ground. The landlord had been aware of this from the commencement of the tenancy. The tenant said that the issue was only repaired during the last week of the tenancy.

26. The landlord said that he had repaired both the doors and the hinges within 7 to 10 days of the tenancy commencing. The landlord accepted that despite his repairs, the doors may have been a bit “wonky” to open and close

27. The obligation on a landlord to maintain requires repairs that are competed to a reasonable standard. I do not consider that the repairs completed were to a reasonable standard. The landlord has committed an unlawful act.

28. In determining whether the landlord’s breach should require an award of exemplary damages, I consider the following to be relevant.

    - The landlord was aware of the need for repair at the commencement of the tenancy
    - The repairs were not effective. The landlord was aware of this.
    - It is in the best interests of this tenant and tenants generally to have landlords carry out repairs promptly.
    - The issue was more of a nuisance value to the tenant than the cause of a substantial reduction in the amenity of the premises.

Door

29. The front of the premises had an exterior fly screen leading to a porch and then to the main entry door to the premises. The tenant said that the mesh on the lower half of the door was missing and that this allowed leaves to accumulate on the porch area. The screen door did not lock.

30. The landlord was aware of the issue, but took not steps to carry out repairs. I consider that the landlord has committed an unlawful act in doing so.

31. In determining whether the landlord's breach should require an award of exemplary damages, I consider the following to be relevant.

    - The landlord was aware of the need for repair at the commencement of the tenancy
    - No repairs were carried out.
    - It is in the best interests of this tenant and tenants generally to have landlords carry out repairs promptly.
    - The issue was more of a nuisance value to the tenant than the cause of a substantial reduction in the amenity of the premises.
    - The issue of security will be dealt with separately.

Gutters

32. The tenant said that gutters above the back door leaked. During winter this caused the water dripping onto the ground to freeze which caused an accident hazard.

33. The tenant accepted that he had never informed the landlord of the issue. It is not a problem that would have been apparent to the landlord during an inspection. For a claim under s. 45 RTA to succeed, the landlord must be made aware of the issue. The landlord was not advised. The application is dismissed.

Rodents.

34. The tenant said that on the first night that they stayed at the premises, they discovered a possum in the ceiling above the bedroom. On advising the landlord he was told to use rat poison. The tenant accepted that having placed the poison out the possum had left the premises.

35. The tenant said that there was on an ongoing problem with mice during the course of the tenancy. The tenant said that he informed the landlord of the problem. The landlord said that he was aware of the mice and suggested that the tenant put appropriate bait out for the mice.

36. The landlord said that there was no reference to rodents in the pre inspection report. He did not recall the issue of a possum or the mice being raised by the tenant.

37. The burden of proving this claim is on the tenant. The only evidence before the tribunal is the oral evidence of each of the parties. In those circumstances I am not satisfied that the tenant has proven the claim on the

balance of probabilities. In those circumstances, the implication is dismissed.

Healthy Homes Compliance.

38. All landlords must ensure that that the tenanted premises comply with the Healthy Homes Standards (HHS) – s45(1)(bb) RTA.

Draughts

39 The tenant says that he was concerned about the levels of compliance with the HHS . He said that there was a draft under the front door. Further, he said that the curtains did not cover the windows correctly. As indicated previously in this order, the use of curtains is not required by the RTA, nor is it a requirement under the HHS. The tenant said that he only noticed the draft under the door at the end of the tenancy. No further substantive evidence was provided by the tenant of the draft.

40. The landlord provided an HHS report carried out on 26 June 2025, nearly three months after the tenancy had ended and after renovation work carried out by the landlord had been completed.

41. The burden of proving this claim is on the tenant. The only evidence before the Tribunal is the oral evidence of the tenant and the landlord's HHS report. In those circumstances, I am not satisfied that the tenant has proven the claim on the balance of probabilities. In those circumstances the application as it relates to draughts is dismissed.

Moisture

42. The tenant seed there was a moisture issue with the premises. The toilet floor collapsed because of moisture from a leak somewhere in the toilet and sink which rotted the floorboards. There was black mould under the wallpaper in the bathroom. The landlord asked the tenant to complete repairs of the bathroom. The tenant carried out those repairs.

43. The plumber contracted to carry out work by the landlord stated in the narration to his invoice dated 28 January 2025 that; "*pulled cistern out checked behind wall. Was slightly damp but thought there would have been more damage from looking at the floor. Could not really pinpoint where the leak was as cistern was out to check. Replaced line to cistern, replaced seal on both sides of flush pipes and replaced the seal for the overflow. Renewed ballcock as old one would not shut off. Checked behind basin and behind there was dry too."*

44. The evidence from the tenant on the existence of moisture at the premises is limited. The contractor's report would indicate that he was uncertain as to the source of the moisture.

45. The evidence of the tradesman would indicate that the source of the moisture in the toilet was uncertain. In those circumstances, the burden of proof being on the tenant, I am left in a position where I am uncertain as to the cause of any moisture. The application is dismissed.

Heating

46. The tenant's application as it related to heating was withdrawn at the hearing.

Bond

47. The tenant claims the landlord failed to lodge the bond with the Bond Centre within the required period.

48. The tenant said that he had initially been unable to pay for the bond in full. The landlord had agreed to the tenant paying off the bond in part payments over a period of time. The final payment of the bond was made to the landlord by the tenant in late November 2025. The landlord said that the bond had been paid late to the Bond Centre. I have made enquiries with the Bond Centre. They confirmed that the bond was lodged on 3 March 2025.

49. A landlord must send any bond payment to the Bond Centre within 23 working days after the payment is received (see s 19(1) RTA). This applies whether the bond is paid in part or whole.

50. Breaching this obligation is an unlawful act for which the Tribunal may award exemplary damages up to a maximum of $1,500.00 (see s 19(2) and Schedule 1A RTA.

51. 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).

52. A bond is the tenants' money and must be lodged with the Bond Centre within the statutory time limit to protect the tenants' interests. Lodging a bond is not a conditional obligation but a mandatory one and it is in the public interest that landlords fulfil their obligations under the Act. If no penalty is imposed there can be no deterrent.

53. The failure to lodge the bond must be intentional for exemplary damages to be awarded. Therefore, damages will not be awarded where non-lodgement is a genuine oversight, rather than an intentional act (*Chief Executive for Housing New Zealand v Walls* [1993] NZTT Auckland 548/92).

54. However, the Tribunal may draw an inference of intent where the landlord claims to have simply forgotten, as a landlord should have systems in place to ensure this does not happen. Exemplary damages have been awarded where: the landlord has no explanation for the non-lodgement and has other tenancies (*Jones v Ying* [2001] NZTT Auckland 2783/01); the landlord is experienced (*Hart v Allen Realty Ltd* [2003] NZTT Auckland 2183/02); and where the landlord knew of the obligation from the bond form signed by the tenant (*Fu v Florendo* [2013] DC Manukau, CIV-2013-092-2373).

55. In setting the level of exemplary damages I consider the following to be relevant.

- These are experienced landlords who were aware of their obligations.
- The payment may have been overlooked as a result of the landlord helping the tenants by allowing for a “time payment”.
- I am not aware of any other similar breaches by the landlord with other tenancies.

Locks

56. Section 46 RTA requires a landlord to provide and maintain such locks and other similar devices as are necessary to ensure that the premises are reasonably secure.

57. The tenant says there the mesh screen door at the front of the premises did not have a lock of any description. The landlord agreed that this was correct. Both parties accepted that the remainder of the premises did have appropriate locks.

58. The area inside the mesh screen door has been described by the parties as a porch or alcove. The tenant kept their freezer, washer and dryer on the porch. Those belongings would not have been secure. The obligation on the landlord is to provide such locks as are necessary to ensure that the premises are **reasonably** secure. I consider that the locks provided ensure that the premises are reasonably secure as the main house was secured by locks. The claim is dismissed.

Compensation for increased power costs.

59. The tenant was disturbed by the level of power costs incurred at the commencement of the tenancy which resulted in bills of up to $1,200.00 per month. An electrician was called. The electrician said that the hot water cylinder was old and needed to be replaced. The thermostat to the hot water cylinder broke on or about 4 December 2024. The landlord arranged for repairs. The hot water cylinder was repaired approximately a week later. The tenant said that their electricity bills reduced after that repair.

60. The landlord said that very early into the tenancy, the tenant approached him because of concerns about power costs. The landlord said that they checked the hot water cylinder at that stage. Despite it being old, it appeared to be working correctly. The landlord provided the tenant with a mains power meter testing device. The landlord said that he was never made aware of the outcome of that investigation. The landlord said that the hot water cylinder is on ripple control.

61. The tenant installed a replacement shower head. The shower head was not compatible with the hot water system at the premises. The system required a specific shower head. The hot water was not on mains pressure. The landlord's plumber replaced the shower head installed by the tenant and that appeared to remedy the increased power costs.

62. The evidence on this matter was not entirely clear. The landlord blamed the increased charges on the non-compliant shower head. The tenant blamed the increased charges on the ageing hot water cylinder. Neither party was able to provide evidence which would have made it clear precisely what was the cause of the increased power costs. In that situation, where the burden of proof is on the tenant, I am not satisfied that the tenant has satisfied that burden to the point where I consider it more likely than not that the increased power costs were due to the hot water cylinder. The application is dismissed.

63. I have found that the landlord has breached the requirements of s.45 RTA is it relates to the floor boards, cupboard doors, drawers and the front door mesh. I have set out the relevant factors in deciding on the level of exemplary damages as I have considered each issue.

64. The District Court has confirmed that the purpose of exemplary damages for multiple breaches of the same unlawful act provision, requires the Tribunal to order one exemplary order as a global order, not for each individual breach. Having considered the relevant factors

for the breaches of s.45 RTA, I consider that an appropriate award of exemplary damages is $1,900.00.

65. The failure to lodge the bond is not a breach of s.45 RTA and must be considered separately. Taking into account the factors shown previously in this order, I consider the appropriate award to be $400.00.

Landlord claims

Is the tenant responsible for the damage to the premises?

66 A landlord must prove that damage to the premises occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability, the tenant must prove they did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.

67. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA. The landlord is insured. The landlord’s policy of insurance carries an excess of $600.00 on each and every claim.

68. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

69. 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.

70. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

71. The landlord claims that the following damage was caused during the tenancy:

72. The landlord claims that he became aware at the final inspection of wallpaper that had been torn from a wall in the living room and hallway. The landlord said that the tenant had informed them that they had had a

screen glued onto the wallpaper. On attempting to remove the screen, the wallpaper was ripped.

73. A picture had been glued to the wall in the living room. When the tenant had tried to remove it, the wallpaper had been torn. The landlord said that the cost to repair would be approximately $1500.00. They accepted that they had been preparing to carry out work to the interior of the property in any event.

74. The first matter to consider is whether the damage occurred during the tenancy. I accept that the damage did occur during the tenancy and that it was more than fair wear and tear. In those circumstances, the landlord would be entitled to compensation. The landlord was unable to provide any evidence by way of a quote or invoice for the work. The Tribunal is not in a position where it is simply able to make a “best guess” on the quantum of repair costs. In those circumstances, the claim is dismissed for lack of evidence.

Carpet.

75. The carpet was old. The landlord said it had not been replaced since the 1990’s. In a residential tenancy this would mean that when depreciation is taken into account, the carpet has a very modest value. The landlord referred to there being an odour of pet urine at the end of the tenancy. Jaes were called and they confirmed that there were pet urine stains where a pet had been kept in a cage. The stain was deodorised. The landlord provided an invoice from Jaes for $750.00.

76. Despite the tenancy agreement recording that no pets were to be kept ,the tenant accepted that a pet had been kept in a cage periodically.

77. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. The tenant is to pay $750.00 to the landlord.

Lawns

78. The landlord said that the lawns had been damaged by the dog urinating and playing. No evidence was provided of a repair cost other than the landlord’s evidence that he had obtained verbal estimates of $1,800.00.

79. The landlord was unable to provide any evidence by way of a quote or invoice for the work. The Tribunal is not in a position where it is simply able to make a “best guess” on the quantum of repair costs. In those circumstances, the claim is dismissed for lack of evidence.

Shower

80. The landlords' evidence was that during the course of the tenancy the tenant had replaced the existing shower head with a new shower head. The replacement shower head did not comply with the existing water system. This resulted in the landlord having to call on a plumber to carry out repair work and replace the shower head.

81. The plumber's invoice was for $923.89. The landlord said that unrelated work was carried out at the same time and seeks compensation of $437.27.

82. The tenant said that the old shower head had not worked properly. They had been proactive and attempted to replace the shower head themselves, without seeking the prior approval of the landlord.

83. The damage has occurred during the course of the tenancy and is not fair wear and tear. The tenant has not disproved liability. The tenant is to pay $437.27 to the landlord.

Window

84. The landlord said that a window in the bedroom had been broken during the course of the tenancy. The tenant's evidence was that it had been caused by one of the children. The damage occurred during the tenancy and is more than fair wear and tear and the tenant has not disproved liability. The repair cost was $541.19. The tenant is ordered to pay $541.19 to the landlord.

Measuring tape and meter testing devices.

85. The landlord said that he had lent a measuring tape and meter testing devices to the tenant during the course of the tenancy. Neither item had been returned. The tenant's evidence was that the items had been returned and he gave evidence of the precise location of the two items. The lending of items to a tenant does not fall within the jurisdiction of a tenancy agreement. It does not form part of their agreement. The Tribunal has no jurisdiction to make orders on matters of this nature. The application is dismissed.

Neighbours

86. Section 40 RTA sets out the obligations of a tenant in a tenancy.

87. Section 40(2)(c) RTA states that a tenant shall not;

"cause or permit ….any interference with the reasonable peace, comfort, or privacy of any person residing in the neighbourhood".

88. The landlord's claim on this issue was unsupported by any written evidence from any of the neighbours. The Tribunal may consider hearsay evidence, but it will usually attach less weight to that evidence. The landlord said that neighbours complained about the tenant's dog barking. The landlord said that at the end of the tenancy a neighbour complained that items had been thrown onto their premises by the tenant.

89. The tenant's evidence was that he had simply returned items to the neighbours that the neighbours had thrown at his dog, presumably in an attempt to get the dog to stop barking.

90. The burden of proof is on the landlord. The lack of any evidence from the neighbours is such that I do not consider that the landlord has provided sufficient evidence to achieve the standard of evidence required. The claim is dismissed.

Legal fees and costs

91. The landlord applied for compensation for legal fees and costs incurred. No invoice was provided for those fees. Section 102 RTA provides that the Tribunal shall have no power to award costs to or against any party to proceedings before it, except in the circumstances where subsections 2,4 and 5 all that section apply. Those subsections do not apply to a claim by a self-represented applicant. The claim is dismissed.

General Damages

92. The landlord seeks compensation by way of general damages for the stress incurred as a result of the tenancy. The fact that this was also a service tenancy, where the tenant was also an employee of the landlord, no doubt added to the general stress and difficulties experienced by both parties. I consider that any stress that may have resulted from this tenancy was suffered equally by both parties. In those circumstances, I do not consider it appropriate to make an award of general damages.

93. Neither party can be said to have been wholly or substantially successful in this hearing and I make no order for reimbursement of the filing fee.

94. The landlord applied for name suppression. The landlord has not been wholly or substantially successful in the hearing and the landlord's application for name suppression is dismissed.

S Young
21 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.