[2025] NZTT 5145071

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: Tamoe Johnson Tahau, Caleb Tre'zahn Cranston

Tenant

RESPONDENT: Shamird Singh As Trustee For The Bains Family Trust

Landlord

TENANCY ADDRESS: 35B Templeton Place, Clendon Park, Auckland 2103

ORDER

1. Shamird Singh As Trustee For The Bains Family Trust must pay Tamoe Johnson Tahau and Caleb Tre'zahn Cranston $26,027.00 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Compensation		$24,000.00
Exemplary damages		$2,000.00
Filing fee reimbursement		$27.00
Total award		**$26,027.00**
Total payable by Landlord to Tenant		**$26,027.00**

Reasons:

1. Both parties attended the hearing. The Tenants were represented by the Tenants mother, Ms Leonie Cranston. An interpreter was present for Mr Singh.
2. The Tenant has applied for breach of Healthy Home Standards, compensation, exemplary damages and reimbursement of the filing fee.
3. The tenancy commenced on 24 June 2024 and ended nine months later.

Tenants claim for breach of Healthy Home standards

4. The tenants claim the landlord breached the Healthy Homes Standards by failing to provide adequate heating, proper kitchen ventilation, and smoke alarms. They state the fireplace was unusable due to a missing glass pane in the door and were unsure whether it was cleaned before the tenancy began. There was no heat pump or other source of heating, and the windows were drafty and banged in the wind. They also noted that the vent above the oven was covered in grease and oil. When it was turned on, it made a loud noise so they never used it. They noted there were no smoke alarms present during the initial walk-through with the Landlord before they signed the Tenancy Agreement. They claim these issues were raised with the Landlord either during the walk-through or around July 2024, and although the landlord promised to address them, no repairs or improvements were carried out. They would also raise the issues face to face with the Landlord because they could not understand the Landlord through telephone communication. He owned the complex behind their property so it was easier to approach him at his shop. The tenants provided photographs taken during the tenancy showing the broken pane in the fireplace, the section of the bathroom where the floor had rotted and exposed wiring in the hallway. There was no evidence provided of the lack of smoke alarms.

5. In response, the landlord maintains that the property complied with Healthy Homes Standards. He submitted an insulation invoice dated June 2020 which confirmed the ceilings and underfloor had been brought up to standard, along with a 2022 electrical safety certificate for the stove, and a quote for hallway repairs from September 2022. He did not recall the Tenants raising issues with the fireplace or kitchen vent and believed the fireplace was in working order. The landlord provided photographs showing the hallway and carpet in good condition, stating these were taken when the previous tenant vacated. He claimed there were three smoke alarms installed at the start of the tenancy and that the tenants' photos were not genuine. He also submitted a photograph of an installed heat pump, although no evidence was provided regarding its installation date. A letter from the previous tenant, Roblyn Hart who lived there until June 2024, supported the landlord's position, stating the fireplace was functional, the property was safe and clean, and the landlord was responsive. However, she was not available to attend the hearing or be cross-examined.

6. The tenants responded that they were friends with the previous tenant and had helped her clean the property before moving in so they were aware of the rubbish that was left behind. They argued that the photographs provided by the landlord were taken either before their tenancy in 2022 or after they moved out, once improvements had been made by the Landlord. They reiterated that the carpet and other areas of the property were not in the condition shown in the landlord's evidence and recalled the landlord admitting the property needed cleaning when they took possession. They also restated that the bathroom floor was rotting during the tenancy.

7. Healthy Home standards are a set of minimum requirements for rental properties designed to ensure that homes are warm, dry and healthy for Tenants. These are outlined in the Residential Tenancies Regulations 2019 and cover heating, insulation, ventilation, moisture ingress and drainage, draught stopping. The compliance dates for the HHS vary depending on the tenancy:

    a. For private rentals

        i. If the tenancy commenced between 1 July 2021 and before 28 August 2022, the rental must comply within 90 days of the commencement of any new or renewed tenancy; or

        ii. If the tenancy commenced between 28 August 2022 but before 3 March 2025, the rental must comply within 120 days of the commencement of any new or renewed tenancy.

        iii. All private rentals must comply by 1 July 2025.

    b. All boarding houses must comply by 1 July 2021.

    c. All houses rented by Kāinga Ora and registered Community Housing Providers must comply by 1 July 2024.

8. The heating standard requires landlords to provide one or more ‘qualifying heaters’, with a capacity to heat the room to a required level. The heating standard defines what a qualifying heater would be and confirms that certain types of heaters are unacceptable heaters for the purpose of the HHS.

9. The heating standard requires that heaters in the particular tenancy have a minimum heating capacity. An on-line calculator has been produced in order to determine what level of heating is required for any particular premises, and that can be found at https://www.tenancy.govt.nz/heating-tool.

Decision on breach of Healthy homes Standards

10. In considering the evidence, I find the Landlord breached the Healthy Homes Standards. The Tenants provided credible evidence that there was no heating source during the tenancy, including a photograph of the broken fireplace. While the Landlord submitted a 2020 insulation compliance certificate, it did not confirm compliance with other Healthy Home standards and there was no evidence of compliance after the Tenants moved in. I accept the Tenants' evidence that the kitchen vent was defective and non-compliant. The Landlord did not complete a thorough ingoing inspection report, and the documents he provided related to work done in 2022, potentially before the previous tenancy. As the previous tenant was not available for cross-examination, her statement carries limited weight. The Landlord’s photographs appeared misleading of the current tenancy, in showing a working fireplace and installed heatpump with no timestamp or evidence of when this was installed.

11. For these reasons, the Tenants claim is proved.

Tenants claim for compensation

12. The Tenants claimed compensation of $24,000.00 being the rent they had paid up to the previous hearing because the landlord has breached their obligations under section 45 of the Residential Tenancies Act 1986. In addition to the Tenants claims made for breach of Healthy Home Standards, the tenants claimed that the property was not provided in a reasonable state of repair or cleanliness at the commencement of the tenancy in June 2024. They reported that upon moving in, the house and surrounding areas were cluttered with rubbish and debris, including items left by previous Tenants such as rabbit cages, old furniture, trolleys, cots, black rubbish bags buried under overgrown grass, and piles of newspapers. A detached room on the property was described as having deteriorated walls and insulation (pink batts) fallen from the ceiling.

13. The tenants state that, despite assurances from the Landlord, a skip bin was not provided for the clean-up, and they were instructed during to transport rubbish to a bin located at the Landlords shop, where they were also engaged in casual work. This was done during their work hours. They claim this clean-up effort caused them significant physical burden and distress.

14. They also allege that exposure to the accumulated waste, particularly its proximity to bedroom windows, contributed to respiratory issues and illness in the household. Within the first week of occupancy, their child reportedly suffered flea bites, and cockroaches were observed later in the tenancy. These infestations, along with the condition of the property, caused ongoing health and hygiene concerns. Photographs were provided of the bites but no medical evidence to support their claims.

15. The tenants highlighted several issues within the home that they say remained unresolved throughout the tenancy, including missing or non-functional light switches in the kitchen and a bedroom; a rotten bathroom floor, which they say was soft, unstable, and never repaired despite promises and quotes obtained early in the tenancy. There was stained carpet throughout the house, which they claim was never professionally cleaned despite repeated requests. There was a deteriorating deck and balcony, described as unsafe due to bowing boards, protruding nails, and mould, posing a tripping hazard, particularly for children. There were structural and safety issues, including holes in walls and areas with exposed wiring, which were present during the initial walk-through which let in draughts or pests.

16. The tenants report that these conditions caused them significant discomfort, stress, and health issues throughout the tenancy. They assert that despite raising concerns repeatedly with the Landlord in person, the necessary repairs and cleaning were either delayed or not carried out. For this reason their mother moved in with them to help them voice their concerns with the property. They

sought compensation for the impact on their health, the effort required to clean and maintain the property, and the overall failure to meet the standard of habitability required at the start of the tenancy. they provided photographs of the flea bites, the light switch issues which was the first thing they noticed during the walk through because it was in the middle of the wall, the substantial rubbish outside, the detached room and the deteriorating state of the deck.

17. The landlord denies that the property was in an unreasonable state of repair or cleanliness at the start of the tenancy. He states the property was in good condition when the tenants moved in around June 2024, with no major issues.

18. He acknowledges some rubbish was left behind but says he provided a skip bin, which was emptied on 27 May 2025. He denies telling the tenants to clean the property or use a bin from his nearby shop and disputes any suggestion this was linked to an employment arrangement.

19. The landlord states he was never informed about a flea infestation or issues with light switches. He says the carpet was replaced in August 2022 and was in good condition at the beginning of the tenancy and provided invoices for some of the renovation work completed in 2022. In relation to cockroaches, he confirms he arranged extermination services promptly after being notified.

20. He maintains the property was habitable and no written communication was ever received apart from the tenants' notice to vacate. He attributes the current condition of the property to tenant-caused damage, estimating repairs will cost between $30,000 and $40,000. He provided evidence including a skip bin invoice and a letter from a contractor who inspected the deck in 2022, confirming it was safe and functional at the time.

21. Regarding the bathroom floor, the landlord denied recognising the photographs of the rotten bathroom floor. He believes the deck and balcony remain safe and denies there were any issues with slippery floor mould or structural safety. He also disputes claims of damage such as holes in walls or exposed wiring, stating these were only raised after the tenancy ended. He asserts the tenants accepted the property as-is and did not raise formal concerns during their time living there if there were so many problems, why did the Tenants move in..

22. Under section 45, a landlord must provide the premises in a reasonable state of cleanliness and provide and maintain the premises in a reasonable state of repair. They must comply with all requirements in respect of smoke alarms and insulation set out in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 and comply with any relevant enactment in relation to buildings, health and safety.

23. Breaching any of these obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A) and Schedule 1A Residential Tenancies Act 1986.

24. Landlords are required to provide the premises to the tenant at the start of the tenancy in a reasonable state of cleanliness (see s 45(1)(a) RTA). Tenants must keep the premises reasonably clean and tidy during the tenancy, and they must return them in a reasonably clean and tidy state and remove their rubbish at the end of the tenancy (ss 40(1)(c) and (e)(iii) RTA).

25. In *Ace Property Management v Owens* (DC Wellington, CIV-2008-085-14441, 17 December 2008) the District Court said:

> A tenant's obligation pursuant to the Act to leave a property in a "reasonably clean and reasonably tidy condition" does not mean that it will necessarily be up to a standard that a landlord may consider for a new tenant. It is a mistake for landlords to confuse those two matters.

26. The RTA does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable; not on the subjective opinions of the landlord and tenant. There is no scientific way to determine what is reasonably clean and tidy, and the Tribunal must evaluate the evidence available, and in particular inspection reports and photographs.

27. The standard will vary according to the age and condition of the premises: the better the premises, the higher the standard. Surfaces that are new and in a good condition will be easier to clean than older and worn surfaces, particularly painted surfaces. Generally, tenants are not required to return premises any cleaner than they were at the start of the tenancy (*Westwood v Western,* DC Otahuhu, TT 2539/93 and 2540/93, 4 November 1994).

28. Contractual provisions that require a tenant to have the premises professionally cleaned at the end of the tenancy are generally unenforceable (s 11 RTA). Commercial carpet cleaning will only be only required where this is necessary to return the carpet to a reasonably condition.

Decision regarding Tenants compensation claim

29. In considering the evidence, I find that the Landlord failed to provide the property in a reasonable state of repair and cleanliness at the start of the tenancy. The photographs submitted by the Tenants show the property was in an unacceptable condition, including a rotting bathroom floor, a dilapidated and potentially hazardous deck, and an excessive amount of unsanitary rubbish outside. While the Landlord claimed he did not recognise the photographs of the damaged bathroom floor and alleged they were fake, he instead submitted images of a renovated bathroom that appeared to be from a different time. The Tribunal is not persuaded by the Landlord's position, particularly as he did not provide a pre-tenancy inspection report, nor any dated or time-stamped photographs from the beginning or end of the previous tenancy.

30. The supporting documentation provided by the Landlord, including a contractor's letter and renovation evidence, refers to work carried out in 2022. However, another tenant occupied the property after that time, and the condition may have deteriorated further, for which these Tenants should not be held responsible. The witness statement he provided were also unable to be tested as they were not present at the hearing. Furthermore, the Landlord alleged the Tenants caused $30,000 to $45,000 worth of damage, no formal claim has been brought to support this assertion.

31. It is the Tribunal's view that the property should not have been rented in the condition it was. The Tenants were in a vulnerable position and experienced difficulty communicating their concerns in writing, which were often ignored. As a result, most effective communication occurred face-to-face, with the assistance of their mother, due to language barriers.

32. For this reason, I have awarded the rent reimbursement claimed by the Tenants.

Tenants claim for exemplary damages

33. The tenants are seeking exemplary damages on the basis that the landlord repeatedly breached his obligations under section 45 of the Residential Tenancies Act. Under section 45, a landlord must provide the premises in a reasonable state of cleanliness and provide and maintain the premises in a reasonable state of repair.

34. The Tenants argue that the landlord acted in a manner that was intentional, negligent, or demonstrated a disregard for their rights as tenants. The tenants state that the landlord failed to carry out necessary repairs despite multiple requests, including issues with the bathroom floor, light switches, stained carpets, and outdoor safety hazards such as a bowing deck. They experienced ongoing stress, discomfort, and health issues as a result of the poor condition of the property. The landlord provided excuses for not completing repairs, such as the cost being too high, and they believe he intentionally delayed work in the hope that they would eventually leave. They feel the landlord only acted to improve the property after they vacated, reinforcing their view that he had no intention of addressing the issues while they were tenants. The living conditions and the landlord's inaction significantly impacted their well-being, to the extent that the tenant's mother had to move in to provide support. The tenants argue that these circumstances go beyond mere oversight or delay, and amount to a serious breach warranting exemplary damages due to the landlord's failure to meet legal obligations in good faith.

35. The landlord denies the tenants' claims and maintains that the property was provided in a clean and reasonable state of repair at the start of the tenancy. He states that he was not made aware of many of the issues the tenants raised and that no conversations or formal complaints were brought to his attention during the tenancy. The landlord argues that there is no clear evidence the photographs

submitted by the tenants were taken at the relevant time, as they lack timestamps or verification. He was not informed about key problems such as light switch faults or flea infestations, and therefore had no opportunity to address them. He experienced stress during the tenancy due to the tenants allegedly causing damage to the property, and felt the complaints were not raised in good faith. He wishes the property had been renovated earlier but believed it was in acceptable condition when let. Overall, the landlord asserts that he met his obligations and that any issues were either unreported, exaggerated, or occurred after the tenancy began.

36. Breaching any of these obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A) and Schedule 1A Residential Tenancies Act 1986.

37. 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.

Decision for Tenants claim for exemplary damages

38. In considering the evidence, I find that the Landlord has committed an unlawful act for which exemplary damages may be awarded. I find the breach was intentional, as indicated by his efforts to renovate the property only after the Tenants vacated. I accept the Tenants suffered from stress and discomfort however there was no medical evidence provided to confirm their medical issues. While I accept that the Landlord may not have been made aware of every issue during the tenancy, I am persuaded that during the initial walk-through with the Tenants, he would have observed the uncleanliness of the property, the stained carpet, the substantial rubbish outside, and visible issues such as exposed wiring in the kitchen. These were obvious defects that should have been addressed prior to the start of the tenancy.

39. The Landlord has indicated that he manages other rental properties, which suggests he is experienced and should be fully aware of his legal obligations under the Residential Tenancies Act. His failure to meet those obligations in this instance is therefore concerning. I accept that the tenancy had a significant impact on the Tenants, and that their mother had to move in to advocate on their behalf. The fact that the Tenants were also casually employed by the Landlord likely made it more difficult for them to raise concerns, given the imbalance of power. I am satisfied that the Landlord disregarded his responsibilities in this instance and failed to take reasonable steps to ensure the property met the required standards.

40. The amounts ordered are proved. As this is the first exemplary damages claim that I am aware of, I have awarded one third of the maximum amount.

41. As the Tenants have been wholly successful with their claims, the Landlord shall reimburse the filing fee and name suppression is not granted to the Landlord.

A Aiolupotea
23 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.