[2025] NZTT 5310979

TENANCY TRIBUNAL AT TAURANGA | TE TARAIPIUNARA RETIHANGA KI TAURANGA MOANA

APPLICANT: David Russell Gunter, Heather Colleen Gunter

Landlord

RESPONDENT: Logan Allen Wilson

Tenant

TENANCY ADDRESS: 824B Papamoa Beach Road, Papamoa Beach, Papamoa 3118

ORDER

1. Logan Allen Wilson must pay David Russell Gunter and Heather Colleen Gunter $3,675.55 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Lock/key replacement	$253.00	
Insurance excess - replacement dryer	$650.00	
First meth test	$1,744.55	
Exemplary damages	$1,000.00	
Filing fee reimbursement	$28.00	
Total award	**$3,675.55**	
Total payable by Tenant to Landlord	**$3,675.55**	

Reasons:

1. The landlords attended the hearing by telephone. The tenant did not attend today's hearing and nor did he make any request to appear by telephone. The hearing proceeded in his absence.
2. The landlords have made a number of claims against the tenant after he was evicted from the premises in July 2025. A previous Tenancy Tribunal Order ordered the eviction and payment of rent arrears.

3. I shall address each of the current claims in turn.

Key replacement

4. I accept that the landlords needed to replace the locks given that the tenant was evicted from the premises.

5. The tenant is required to pay this cost which was proven with an invoice.

Replacement dryer

6. I accept the evidence showing that the landlords provided a dryer with the premises, which was approximately two years old.

7. I also accept the evidence that the dryer was no longer there at the end of the tenancy.

8. The tenant is required to pay the insurance excess of $650.00 towards the cost of the replacement dryer. The insurance excess is less than the depreciated value of the new dryer which cost $1,299.00 to replace.

Methamphetamine contamination

9. The landlords also claim the insurance excess that they had to pay for the premises to be 'decontaminated'.

10. While I accept the evidence showing that the tenant used, or permitted the use of, methamphetamine at the premises during his tenancy, the levels of methamphetamine are below the 15mg/100cm^2 which the Tribunal regards as being the level at which the premises can be deemed contaminated by methamphetamine to an extent that is injurious to health.

11. The highest level at the premises is 7.9mg/100cm^2 recorded on the dining room window frame.

12. Given that the Tribunal does not deem the premises to be contaminated to an extent that is injurious to health at this level, I am dismissing the claim for the insurance excess the landlords paid to have the premises 'decontaminated'.

Methamphetamine tests

13. The landlords has paid for two methamphetamine tests conducted at the premises. The first was when they suspected that methamphetamine had been used and the second was after the premises had been decontaminated.

14. I am ordering the tenant to pay the cost of the first test. This is because the landlord correctly and reasonably suspected that methamphetamine had been used in the premises and the results show that it had been used. This is an unlawful activity and the tenant ought to be responsible for the cost of this test.

15. I am not ordering the tenant to pay for the second test because this test now serves as a baseline for future tenancies and is a test that is, or ought to be, conducted by a landlord at the beginning of every tenancy.

Using premises for an unlawful purpose

16. A tenant must not use the premises or permit the premises to be used for an unlawful purpose. See section 40(2)(b) Residential Tenancies Act 1986.

17. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $1,800.00. See section 40(3A)(c) and Schedule 1A Residential Tenancies Act 1986.

18. I have already found that the tenant used the premises, or permitted the premises to be used, for an unlawful purpose – the use of methamphetamine.

19. 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.

20. I am awarding exemplary damages of $1,000.00. In coming to this amount I have taken into account that the tenant used, or permitted the use of, methamphetamine intentionally; and the fact that although this did not result in what the Tribunal considers contamination, the effect of the tenant using methamphetamine has had a considerable negative effect on the landlords not only financially but also emotionally. I have also taken into account the considerable public interest in tenants not only abiding by their obligations under the Residential Tenancies Act 1986 but also not conducting any criminal activity at premises they are renting.

Filing fee reimbursement

21. I am ordering the tenant to reimburse the filing fee to the landlords because the landlords were substantially successful with their claim against him.

THE SEAL OF THE TENANCY TRIBUNAL

C ter Haar
24 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.