TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited As Agent For Hitarth & Umesh Sharma

Landlord

RESPONDENT: Naitanoa Seluini Kalekale

Tenant

TENANCY ADDRESS: 39 Weymouth Road, Manurewa, Auckland 2102

ORDER

1. The tenancy of Naitanoa Seluini Kalekale at 39 Weymouth Road, Manurewa, Auckland 2102 is terminated, and possession is granted to Barfoot & Thompson Limited As Agent For Hitarth & Umesh Sharma, at 11.59pm on Thursday 24 September 2025.
2. The Bond Centre is to pay the bond of $2,700.00 (6266451-004) to Barfoot & Thompson Limited As Agent For Hitarth & Umesh Sharma immediately.
3. Naitanoa Seluini Kalekale must pay Barfoot & Thompson Limited As Agent For Hitarth & Umesh Sharma $5,558.09 immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Rent arrears to 25 September 2025	$7,992.14	
Water rates to 2 September 2025	$209.95	
Filing fee reimbursement: 5306659	$28.00	
Filing fee reimbursement: 5298039	$28.00	
Total award	**$8,258.09**	
Bond	$2,700.00	
Total payable by Tenant to Landlord	**$5,558.09**	

Reasons:

1. Both parties attended the hearing. The tenant left near the end of the hearing.
2. The landlord has applied for:
    a. termination of the tenancy,
    b. rent arrears,
    c. water rates
    d. payment of the bond, and
    e. reimbursement of the filing fee.
3. I indicated at the hearing this decision may be released on 25 September 2025, however time has allowed this order to be released the day of the hearing.

Should the tenancy be terminated?

4. Rent was at least 21 days in arrears on the date the application was filed.
5. The tenancy is terminated.[1]
6. The termination order is made by consent for 25 September 2025.

How much is owed for rent?

9. The tenant must pay the rent as and when it is due and payable under the tenancy agreement.[2]
10. The landlord provided rent records which prove the amount owing as at 25 September 2025 was **$7,992.14.**

How much is owed for water rates?

11. The tenant is responsible for water consumption charges. [3]
12. The landlord provided water rates invoices which prove the amount owing as follows:

    6 May 2025 – 2 June 2025 - $76.02

    4 June 2025- 2 July 2025 - $25.32

    2 July 2025 – 4 August 2025 - $65.17

[1] See section 55(1)(a) Residential Tenancies Act 1986.
[2] See section 40 (1)(a) of the RTA.
[3] See section 39 RTA.

4 August 2025 – 2 September 2025 - 54.31

Water rates to 2 September 2025 - $220.82

Less $10.87 paid by tenant **= $209.95**

Should the landlord be paid the bond?

13. The landlord seeks the full bond.
14. The tenant opposed the full bond being paid to the landlord as the previous tenant paid part of the bond. I consider the full bond is held by the Bond Centre for the benefit of the landlord as security for the observance and performance of the tenant's obligations under the agreement and the Residential Tenancies Act 1986.
15. I make an order for the full bond to be paid to the landlord as the tenant has breached his obligations to pay rent and the bond will off-set part of the rent arrears.
16. Any dispute about the bond between the current tenant and the previous tenant is not a matter the Tenancy Tribunal has jurisdiction over.

Should the applicant be reimbursed the filing fee?

17. If an applicant has been wholly successful in their claim, the Tribunal must order that the respondent pay the applicant the filing fee paid for the application.[4]
18. As the landlord has succeeded with the claim, I have reimbursed the filing fee for the two applications.

What, if any, order should be made with respect to name suppression?

19. Section 95A of the RTA relates to suppression orders. The relevant provisions state:

    (1) The Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case….

    …(4) The Tribunal may, on the application of any party to proceedings or on its own initiative, having regard to the interests of the parties and to the

[4] See section 102 (4)(a) of the RTA.

public interest, order that all or part of the evidence given or the name or any identifying particulars of any witness or party not be published.

(5) An order under subsection (4) may be made subject to any conditions that the Tribunal considers appropriate.

20. The landlord does not seek name suppression.

21. The tenant sought name suppression, however as the tenant has been unsuccessful and given the significant rent arrears name suppression is declined.

N Bradley
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.