[2025] NZTT 5286020

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: Point Property And Portfolio Management Limited as agent For Anita & Scott Munro

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Tenant's name and identifying details.
2. The tenant's application for further compensation from the landlord is dismissed.

Reasons:

1. Both parties attended the hearing.
2. This matter concerned the tenancy of a four-bedroom weatherboard house constructed in the 1960's. The house has three bedrooms, lounge, kitchen dining and bathroom and toilet upstairs. Downstairs there is another bedroom, a rumpus, storage room, laundry and toilet. The tenant lived at the property with her three daughters.
3. The tenancy began on 18 December 2023. Rent was $760 per week (increased to $780 by the end of the tenancy). The tenant filed this claim on 12 June 2025 seeking compensation on the basis that the landlord had failed to maintain the property as there were multiple flooding events and the toilets kept blocking.
4. After filing the claim the tenant gave notice and the tenancy ended on 17 July 2025.

Onus and evidence

5. As with all claims before the Tribunal, the party bringing the claim bears the onus of proving their claim to the civil standard (on the balance of probabilities). This is a claim by the tenant and so the tenant bears the onus of proving their claim on the balance of probabilities.
6. A considerable amount of evidence was filed in this matter including ingoing and outgoing inspection reports, correspondence between the parties (email and text) and each party filed a helpful timeline of events.
7. For the sake of brevity I have not referred to all of the evidence filed but the parties can be assured that all of the evidence has been carefully considered.

What happened during the tenancy?

8. The tenant said that the toilets were blocked on multiple occasions and there were multiple instances of flooding downstairs during the tenancy.

Toilets blocking

9. The tenant said that the toilets blocked 7 times during the tenancy, that sometimes she could clear the blockage herself but that on at least one occasion the toilet downstairs overflowed with faeces. She filed a document summarising correspondence with the landlord and a builder which refers to toilet blockages on 11 March 2024, 12 November 2024, 21 February 2025 and 18 May 2025.
10. She said that the landlord was responsive but should have done more intensive investigations earlier and that it was difficult and stressful dealing with blocked

toilets. She said that during the final blockage they could not use either toilet and the landlord provided a portaloo and that they could not use the plumbing in the bathroom overnight and were told that if they needed water for washing they could use the water in the kitchen.

11. The landlord said that the toilet became blocked on three occasions during the tenancy as follows:

    a. 12 November 2024 - upstairs toilet blocked (plumber attended on 13 November 2024 and cleared blockage);

    b. 21 February 2025 – downstairs toilet blocked (plumber attended the same day and cleared blockage);

    c. 19 May 2025 – toilet blocked (landlord contacted plumber after 5pm that day, blockage could not be cleared, CCTV completed, drain unblockers attended, portaloo delivered that evening, plumbing to bathrooms switched off but tenant's had use of kitchen – then on 20 May 2025 roots cleared out of pipe, job completed and toilets able to be used again).

12. The landlord said this is a fairly old property with original pipes and the landlord could not have predicted that tree roots would have grown through the piping. The landlord said that they took swift action on each occasion. On the final occasion they acknowledged that the tenants could not use the water in the bathrooms for a 24 hour period as the tree roots had been discovered and an repair was required, but said that they had a portaloo delivered urgently, the tree roots were removed, and that matters were fully rectified within a 24 hour period).

13. The landlord agreed that it was not ideal for the plumbing in the bathroom/toilets to be turned off but said that it was for a very short period and if it had been any longer they would have had to investigate options such as relocating the tenant.

14. The landlord also said that it may have seemed to the tenant that there were more than three blocked toilets because plumbers attended in January 2024 (leaking kitchen tap), May 2024 (toilet cistern continuously running) and in relation to an outside driveway issue unrelated to the tenancy and the "flooding" issues discussed below.

    Flooding

15. The tenant said that there were seven flooding events during the tenancy, all of which occurred downstairs by the toilet, and spreading outward into the rumpus, and that the carpet became wet during these periods.

16. The tenant provided a timeline referred to correspondence regarding flooding on various dates between 31 December 2023 and 6 June 2025.

17. The tenant provided video evidence taken on 6 June 2025 which showed the following:

a. Waterlogged carpet in the area outside the toilets and out into the rumpus room, “squelching” could be heard in this area as the tenant walked over the area; and

b. Water flowing along a channel under the house (this appeared to be adjacent to the wall).

18. The tenant’s daughter said that she had to walk through the area to get to her bedroom and so would have to wear shoes until a tarpaulin was laid down. She worried about whether the area was hygienic.

19. The tenant said that some of her possessions got wet including sentimental items that cannot be replaced.

20. The tenant said that the landlord engaged a builder to investigate the flooding and that she would make arrangements directly with the builder to ensure she was home and that she would also engage with the property manager directly about the flooding. She said that the landlord did respond on each occasion but that the landlord should have taken additional steps, such as engaging a civil engineer, to sort the issue out once and for all.

21. The tenant said that the last straw was when JAE came in to clean the carpet and erected a sign stating *“Caution Temporary Work Site Notice”* dated 12.6.25 and stated *“11.30 – safe after 2pm”*. The notice referred to antimicrobial chemicals, contaminated water, and wet floors. She said that this made her feel that this was no longer a safe home and she gave notice to end the tenancy.

22. The landlord said that they did not consider there to have been flooding but “water ingress”, that until the last occasion that this was very minor. The landlord said that finding the cause of water ingress can be very difficult to pinpoint but that the landlord took appropriate steps on each occasion, which they set out as follows.

a. 31 December 2023 (tenant said water downstairs and she would monitor)

b. 7 March 2024 (tenant left note at routine inspection but no evidence of moisture, leaks or damage was found)

c. 13 March 2024 (tenant sent photos of downstairs carpet area – builder attended on 15 March 2024 and found area dry)

d. 21 May 2024 (tenant texted builder directly to advise of flooding – builder attended the same day, prepared report setting out advice and then attended as scheduled on 15 June to apply waterproofing and replace existing drainage channel)

e. 12 May 2025 (tenant emailed landlord and advised of water in downstairs after heavy rain – later advised that the area was very small)

f. 6 June 2025 (flooding at property, tenant texted builder but not property manager, property manager advised 11 June 2025 who issued work order that day, JAE attended to clean on 12 June 2025 and on advice of builder landlord arranged for pump to be installed to remove water from outside area where water was pooling and then entering downstairs).

23. The landlord said that they were never advised of any hygiene concerns, that they acted on professional advice at all times, and that as soon as they were advised to check the area they contacted JAE who took all appropriate steps.

24. The landlord said that when the builder found the area wet on 21 May 2024, they undertook repairs and there were no further issues for nearly a year. The landlord thought the issue was fixed until leaking unexpectedly occurred again. They said there was no reason for the landlord to be investigating further during this time.

Has the landlord breached their obligations?

25. Section 45(1)(b) of the Residential Tenancies Act 1986 provides that a landlord must provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises.

26. The tenant also referred to the Healthy Homes Standards (HHS) in her application but I consider that this claim is more properly dealt with as a maintenance claim as the landlord has a report confirming compliance with the HHS, and the issues raised by the tenant are more in the manner of repairs/maintenance.

27. The tenant acknowledged in her written submissions and at the hearing that the landlord had always responded to maintenance issues in a timely manner. She said however that *"my issue was and will always been the frequency of how often this property had to have plumbers come out to it and tend to the same issue, for the builder to be constantly fixing the same thing"*.

28. The tenant said that it was not until she filed this claim that the landlord was prepared to consider compensation.

29. The landlord provided a comprehensive spreadsheet setting out every single maintenance item that took place during the tenancy, cross referenced to communication with the tenant, instructions to contractors and invoices for work done.

30. The landlord said that they were not prompted to offer compensation because the tenant filed a claim, as the tenant provided the wrong email address for service and they were not aware of the claim until well after it had been filed, as evidenced by their application for an adjournment of the original hearing as they had not been served.

31. In the meantime the landlord offered to reimburse the tenant for loss of amenity due to the issues experienced at a rate of $200 per week for nine weeks over the course of the tenancy (a total sum of $1,800.00).

32. The landlord said that this was an older property and it is to be expected that older properties will have ongoing maintenance. They said that in this case the maintenance could not be foreseen, was appropriately investigated and resolved, but that the landlord considered that the tenant was entitled to some compensation for loss of amenity for the ongoing issues.

33. I have carefully reviewed all of the evidence filed and have considered all of the submissions made at the hearing. After considering all of the evidence I find that:

    a. The age and character of this property (over 60 years old) meant that there is a much higher likelihood of repairs and maintenance being required than on a new or newer build;

    b. The various issues experienced were understandably frustrating and stressful for the tenant and her daughters;

    c. The issues that were recurring involved drainage which can be difficult to diagnose and repair;

    d. The issues experienced were not foreseeable;

    e. The tenant has overstated the frequency of the issues recurring;

    f. The landlord responded to all maintenance requests/issues in a timely manner and took appropriate steps based on their communication with the tenant and the recommendations of professional contractors;

    g. To the extent the tenant had concerns about damage to their property or hygiene issues (relating to the floodwaters) these were not communicated to the landlord[1];

    h. The tenant has not proved that the landlord has breached their maintenance obligations;

    i. It was appropriate for the landlord to offer some compensation to the tenant for loss of amenity due to these ongoing but intermittent maintenance issues and they have done so.

34. It follows that no further award of compensation is necessary or required.

Filing fee and name suppression

[1] Noting that tenants have a corresponding obligation to advise landlords of the need for repair and maintenance (see section 40(1)(d))

35. The tenant has raised concerns about property maintenance issues, all of which have impacted on this tenancy.

36. In my view these issues have been appropriately addressed by the landlord and the landlord has reimbursed the tenant for $200 per week for a period of 9 weeks of the tenancy.

37. It follows that the tenant has not been successful in her application and so I have not reimbursed the filing fee.

38. I have exercised my discretion pursuant to section 95A RTA to supress the tenant's name even though she had not been the successful party. I have done so because when the tenant filed her application she had not received any compensation for loss of amenity from the landlord and it was not clear to me that the tenant understood that she could then withdraw her application.

M Allan
13 October 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.