[2025] NZTT 5270343

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: Rental Experts (as agent for John Price and Helen Price)

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 name and identifying details.
2. John Price and Helen Price must pay [The tenant/s] $3,925.14 immediately, calculated as shown in table below:

Description	**Landlord**	**Tenant**
Compensation: Cleaning		$298.14
Exemplary damages: Failure to provide the premises in a reasonable state of repair and in a reasonably clean condition		$2,400.00
Exemplary damages: Harassment		$750.00
Exemplary damages: Locks		$250.00
Compensation: Loss of amenity during bathroom repairs		$200.00
Filing fee reimbursement		$27.00
Total award		**$3,935.14**
Total payable by Landlord to Tenant		**$3,925.14**

Reasons:

Background

1. The tenancy began on 2 January 2025. It is a fixed term tenancy that is due to end on 11 February 2025.

2. This is a tenant application seeking compensation and exemplary damages under several headings.

3. The first hearing took place in [Location suppressed] on 27 June 2025. Ms Inglis represented the landlord at that hearing. The proceedings were adjourned part-heard for the reasons set out in my adjournment order dated 30 June.

4. The second hearing took place in [Location suppressed] on 17 September 2025. [The tenant/s] and Mr & Mrs Price participated in the second hearing.

The claims

5. [The tenant/s] grouped her claims under seven headings, relating to:

    a. Failure to provide the premises in a reasonably clean condition.

    b. Failure to provide and maintain the premises in a reasonable state of repair.

    c. Breach of quiet enjoyment / harassment.

    d. Failure to provide locks (garage door).

    e. Interference with the supply of services (power, water).

    f. Unlawful entry.

    g. Failure to meet the healthy homes standards.

6. [The tenant/s] seeks compensation, rent refund, and exemplary damages, as discussed in more detail below.

Failure to provide the premises in a reasonably clean condition

7. Landlords must provide the premises in a reasonable state of cleanliness.[1]

8. This tenancy began on 2 January 2025. Ms Inglis said that Rental Experts carried out an entry inspection in mid-December 2024, because their office was going to be closed when this tenancy commenced.

9. Ms Inglis said that the premises were not to a reasonably clean standard when they inspected them, but they understood that Mr & Mrs Price were going to continue cleaning and bring the premises to a reasonable standard by 2 January.

10. Mr & Mrs Price said that they did clean the property and in their view it was "looking great" by 2 January.

11. [The tenant/s] said that the property was in a "filthy, unsanitary" state.

[1] Section 45(1)(a) Residential Tenancies Act 1986 ("RTA")

12. The standard of cleanliness required is “reasonable”. People can have genuinely different views about what amounts to “reasonably clean”. In determining claims about this issue – whether it is a tenant claim about the condition of the premises at the beginning of the tenancy or a landlord claim about the condition of the premises at the end – the Tribunal is heavily reliant on visual evidence such as photographs or video.

13. [The tenant/s]’s photographs show that:

    a. The kitchen bench was dirty and marked with paint. The bench also had a footprint on it.

    b. There was mould on part of the garage ceiling. Rental Experts had cleaned away most of the mould, except for one area that the property manager couldn’t reach.

    c. There was a small amount of rubbish and dirt under the stairs in the garage.

    d. There was some rubbish / debris in the gardens including potentially dangerous items such as some broken glass, knives and knife blades (Mrs Price explained that she sometimes uses knives when gardening), and a small plastic bag that seems to be a ‘point bag’ used for drugs.

    e. Some areas of mould on window joinery, ceilings etc.

    f. Some cobwebs and dust.

    g. Kitchen drawers dirty.

    h. Walls dirty / marked.

    i. Toilet under lid dirty.

    j. Washing machine dirty.

14. After [The tenant/s] raised a complaint about the condition of the premises, the landlords paid a substantial amount for additional cleaning and gardening. This tends to support [The tenant/s]’s argument that the premises were not reasonably clean and tidy at the start of the tenancy.

15. Having regard to [The tenant/s]’s photographs, I am satisfied that the premises were not reasonably clean at the start of the tenancy.

16. I address the issue of damages for this (and other) breaches below.

Failure to provide and maintain the premises in a reasonable state of repair

17. Landlords must provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises.[2]

[2] Section 45(1)(b) RTA

18. [The tenant/s] said that the premises were not in a reasonable state of repair. She identified the following damage present at the beginning of her tenancy:
    a. Exposed nails on trellises.
    b. “Unsafe” items around the outside of the property, such as a dinghy leaning against the sleepout.
    c. Various cupboard doors had missing handles, knobs, or hinges.
    d. The landlords had applied a ‘sticky foam’ product to parts of the house – on the walls, doors, on the toilet cistern lid, and in the shower. [The tenant/s] said that the product is not suitable for wet areas and seemed to be used to cover over damage / defects.
    e. Large holes in the wall in one of the bedrooms (covered with sticky foam).
    f. Large crack in linen cupboard door.
    g. Broken window latch and door stop
    h. Leak in the garage.
    i. Leak in the bathroom.
    j. Leaking kitchen tap.
    k. Bathroom sink cracked and leaking.
    l. Toilet door lock broken.
19. Mr & Mrs Price said that:
    a. The ‘sticky foam’ is a legitimate product and the manufacturer’s specifications for the product confirm that it is suitable for wet areas.
    b. They had planned to get the holes in the wall in the bedroom repaired before the start of this tenancy but unfortunately that did not happen.
    c. Many of the concerns that [The tenant/s] raised were exaggerated.
    d. They were not aware of the bathroom leak, and they took prompt action to address it when it was brought to their attention.
20. Again, the standard that is required is ‘reasonable’, not perfect. The landlord’s duty to maintain the premises is not a guarantee that the property will be free from defects. Rather, the landlord must promptly address repair issues that are brought to their attention.
21. At the start of this tenancy there were some issues that are in the category of relatively minor defects (such as missing knobs, handles, hinges, and the cracked cistern lid) that, on their own, would not amount to a breach of the “reasonable state of repair” standard.
22. The landlords’ liberal use of the sticky foam product was understandably concerning for [The tenant/s], especially when she discovered that it covered

damage in some areas, such as the cistern lid. However, I accept Mr & Mrs Price's statement that the product can be used in wet areas and their most common use for it was decorative. For example, they applied the product to the shower liner because the existing seratone liner, although intact and perfectly functional, was starting to discolour.

23. I accept that the landlords were not aware of the bathroom leak.
24. The large holes in the bedroom wall should have been repaired before the start of this tenancy.
25. Overall, the condition of the premises at the start of the tenancy in terms of repairs and maintenance shows a lack of care. Some damage was over-looked by the landlords. Some was hastily 'patched'.
26. In some respects, the landlords did not meet their duty to provide and maintain the premises in a reasonable state of repair.
27. The issue of damages for proven breaches is addressed below.

Breach of quiet enjoyment

28. Landlords must not cause or permit any interference with the tenant's reasonable peace, comfort, and privacy.[3]
29. A breach of this duty, in circumstances that amount to harassment of the tenant, is an unlawful act.[4]
30. [The tenant/s] entered into the tenancy agreement with Rental Experts. She was aware that the owners lived next door to the rental property, but she expected that her dealings on tenancy related matters would be with Rental Experts.
31. [The tenant/s] said that her interactions with the owners, in particular with Mrs Price, were difficult from the very beginning of her tenancy.
32. [The tenant/s] provided a detailed timeline of those interactions. I will not set them all out in this decision.
33. The main issues / incidents are:
    a. Allegations of Mrs Price making dismissing her concerns, and making rude or critical comments.
    b. Allegations of Mrs Price "glaring" at her and her daughter.
    c. On 4 March, Mrs Price attempted to remove a trellis using a hammer. [The tenant/s] alleges that:

[3] Section 38(2) RTA
[4] Section 38(3) RTA

i. The work could (and should) have been done by a builder;

ii. Mrs Price attacked the trellis angrily, sending pieces of trellis, some of which had nails on them, onto her property and near to where she was standing;

iii. When she confronted Mrs Price, Mrs Price said to her "I will get you out of here" and "you'll get a surprise next week".

d. She issued a trespass notice against Mr & Mrs Price, but Mr Price came onto the property several times after that.

e. Over several days, Mrs Price dumped rubbish onto an area alongside the sleepout. Mrs Price got to this area by crossing on to the neighbour's property.

34. Mrs Price said that:

a. It was [The tenant/s] who made rude comments towards her, which caused her distress, to the extent that she and her husband decided to move out of their house.

b. [The tenant/s] was hostile from the beginning of the tenancy.

c. She did not "glare" at [The tenant/s] or her daughter.

d. She tried to remove the trellis because [The tenant/s] asked for it to be removed. She denies saying "I will get you out of here" but she agreed that she did say "you'll get a surprise next week". They were thinking of selling the property at that time.

e. They have always accumulated 'tip' rubbish in the area between the sleepout and their neighbour's rubbish tanks. They do this with the neighbour's consent. They do not have towbars on their vehicles so the rubbish gets removed every month or so by a relative who has a ute. She did not breach the trespass notice because she did not have to go on to the tenanted property to put the rubbish there.

35. Mr Price acknowledged that he came onto the property several times after the trespass notice, but only when necessary to turn off (and on) the water supply to this and the neighbouring property. Mr Price believed that he had a legal right to do this because of the water easement. This issue is discussed under a separate heading below.

36. Clearly the tenancy got off to a very bad start. [The tenant/s] was very upset about the condition of the property. Mr & Mrs Price felt that her response was an over-reaction. Tensions were high.

37. Some of [The tenant/s]'s allegations that are denied by Mrs Price – about comments, or about glaring at her – are not proven.

38. Some of the allegations are proven and do, in my view, amount to an interference with [The tenant/s]'s reasonable peace, comfort and privacy, in particular:

    a. The "trellis removal" incident. Mrs Price was not motivated by a genuine desire to carry out necessary maintenance work. She was angry with [The tenant/s] and she showed that anger by attacking the trellis in a way that was intended to show her displeasure, and was potentially dangerous.

    b. Dumping rubbish alongside the sleep out. [The tenant/s] had the use of the sleep out in the tenancy. She worked in the sleep out. It was disruptive and intrusive for Mrs Price to dump rubbish in that area. The breach was aggravated by Mrs Price refusing to stop when [The tenant/s] asked her to.

39. The issue of damages for the proven breaches is discussed below.

Locks

40. Landlords must provide and maintain such locks and other similar devices as are necessary to ensure that the premises are reasonably secure.

41. [The tenant/s] said that immediately upon moving in she discovered that the garage door could not be locked. She used a spade to keep the door closed.

42. [The door installers] came to the property on 26 March and made some repairs. The door can be closed using the internal button but [The tenant/s] said that the door still "flaps and makes noise in the wind".

43. Mr & Mrs Price said that they were aware that there was no remote control for the garage door, and that Rental Experts should not have advertised the property as having a "lock up garage". They said that there is a door between the garage and the house which can be locked, so the house is secure.

44. The main focus of the specific 'locks' requirement in the RTA relates to security, but it is not enough just to make the doors safe, or the property 'lockable'.

45. A tenant can reasonably expect that all of the doors and locks will be in reasonable working order during the tenancy. This is part of the landlord's broader maintenance obligation.

46. In this instance, the garage there was no adequate lock on the garage door at the start of the tenancy. The work on 26 March improved matters but the door requires further work or replacement.

47. The issue of damages for proven breaches is discussed separately below.

Interference with the supply of services

48. Landlords must not interfere with the supply of services to the premises (gas, power, water, etc) "except where the interference is necessary to avoid danger to any person or to enable maintenance or repairs to be carried out".[5]

49. A breach of this duty is an unlawful act.

50. [The tenant/s] said that the landlord breached this duty in the following ways:

    a. Rental Experts provided her with an inaccurate street number for the property, so she connected power to the wrong house when she first moved in. Resolving this issue was frustrating and time consuming. [The tenant/s] said she specifically asked Rental Experts to confirm the correct address because she wanted to get it right and void this very problem.

    b. Mr Price turned off the water on 10 March. This was when the bathroom repair began. It was not necessary for Mr Price to turn off the mains water supply because the plumber was able to isolate the water supply to the bathroom. There was no water for approximately 5 hours.

    c. Mr Price turned off the water on 19 March.

51. Mr & Mrs Price said that:

    a. There is a long-standing lack of clarity about the street address. In some official records their house is number 11 and the rental property is 11A and in others it is the other way around.

    b. Mr Price could not recall the precise details of what happened with the water on 10 March. He wasn't sure whether the builder asked him to turn the water off, or whether he showed the builder how to do it, or whether he did it himself on the assumption that it was necessary.

    c. Mr Price could not recall the details of the 19 March incident. He may have turned off the water in order to change the filter.

52. This obligation in the RTA is intended to prevent a landlord from using control over the services to the property as a means to pressure the tenant – for example, turning off the power or water if they want the tenant to leave the property, or turning off services until the tenant catches up with rent arrears.

53. The incidents described by [The tenant/s] are not in this category. The confusion about power was, as [The tenant/s] says, avoidable, and it was frustrating for [The tenant/s]. However, I accept that it was a genuine error.

54. The circumstances around Mr Price turning off the water on 10 March and 19 March are not entirely clear, but I am satisfied that on both occasions Mr Price understood that it was necessary for him to turn off the water for a genuine

[5] Section 45(2) RTA

property related reason. Even if there was miscommunication between himself and the builder and it turns out that it was not necessary for Mr Price to turn off the water entirely on that day, this is not an intentional unlawful act that warrants an award of exemplary damages. Compensation to [The tenant/s] for the inconvenience of being without water for five hours on that day is bundled into general compensation for the disruption of the bathroom work, which is discussed in more detail below.

55. There is no basis for an award damages under this heading.

Unlawful entry

56. The landlord may not enter the premises except in the circumstances proscribed in the RTA (with the tenant's consent, or by notice for a particular purpose such as repairs or inspection).[6]

57. In this part of the RTA, the definition of "premises" does not include land and facilities.

58. [The tenant/s] said that she suspects that Mrs Price may have entered the house. [The tenant/s] said that she discovered Mrs Price "pacing" on her driveway, "she was (apparently) gardening directly outside our house". When [The tenant/s] returned she found that her front door was unlocked, and she was certain that she had locked it.

59. After this incident, [The tenant/s] purchased and installed a security camera.

60. Mrs Price denied that she entered the house at any time without [The tenant/s]'s knowledge and consent.

61. [The tenant/s] has the burden of proof.

62. [The tenant/s] has a suspicion, but there is no evidence.

63. This part of the claim is not proven.

Garage leak

64. On 4 April, [The tenant/s] informed Rental Experts about a leak in the garage ceiling.

65. The sequence after that was:

    7 April – Mr Paki (Rental Experts) acknowledges receipt

    8 May – [The tenant/s] had heard nothing more so she sends photographs and a 14-day breach notice

[6] Section 48 RTA

12 May – Mr Paki confirms that a plumber will attend.

12 May – A plumber attends, and confirms that a roofer is required

15 May – A roofer attends and notes several leaks and broken guttering

27 May – Another contractor attends for a second opinion, confirms multiple leaks and broken guttering. Gives options for temporary repair or replacement.

66. The landlords took the option of temporary repairs.
67. At the second hearing, [The tenant/s] confirmed that there had been no more leaks since that work.
68. I accept that the landlord was not aware of the leak until 4 April.
69. There was a period of approximately five weeks before a contractor attended, and it appears that this only happened after [The tenant/s] sent a reminder and a breach notice.
70. The leak was not addressed within the 14-day period of [The tenant/s]'s breach notice, but that timeframe is extremely optimistic for the repair of a roof leak. The legal requirement for breach notices is a reasonable period of time not less than 14-days.[7]
71. The overall timeframe from notification to remedy is not excessive given the nature of the issue and having regard to the limited availability of tradespeople in the area. It was reasonable for the landlord to ask for a second opinion.
72. My finding is that the landlords did not breach their maintenance obligation in respect of this issue.

Bathroom extractor fan

73. The bathroom extraction fan vents into the internal garage.
74. [The tenant/s] argued that this does not meet the healthy homes requirements.
75. Mr & Mrs Price said that the extractor fan was installed shortly before the start of this tenancy and that it was "signed off" by the healthy homes assessor.
76. Bathroom extractor fans must vent "to the outdoors" to meet the healthy homes standards.[8]
77. There is an exemption if it is not reasonably practicable to install an extractor fan in a way to meet this requirement.[9]

[7] Section 56(1)(b)(i) RTA
[8] Regulation 23 and regulation 3, Residential Tenancies (Healthy Homes Standards) Regulations 2019
[9] Regulation 23(1)(a)(ii)

78. If the installation does not meet the requirement but the landlord is relying on the “not reasonably practicable” exception, the landlord must state that an exemption applies and describe the circumstances giving rise to the exemption.[10]

79. In summary:

    a. The bathroom extractor fan venting to the garage rather than to the outside does not meet the healthy homes standard.

    b. The landlord may be relying upon an exemption. An exemption applies if it is not reasonably practicable for the landlord to meet the standard.

    c. If the landlord wishes to rely upon an exemption the landlord must explain why it is not reasonably practicable for the fan to vent to the outside.

80. To date no such explanation has been provided.

81. I will not make a finding that the landlord has breached the healthy homes standards, because it may be that a legitimate exemption applies.

82. However, the landlord must:

    a. Clarify this with the installer or the healthy homes assessor.

    b. Confirm, in writing, with the tenant whether they are relying upon an exemption and, if so, on what basis.

Damages

83. The following parts of [The tenant/s]’s claim are proven:

    a. Failure to provide the premises in a reasonable state of cleanliness.

    b. Failure to provide the premises in a reasonable state of repair.

    c. Breach of quiet enjoyment.

    d. Failure to provide adequate locks.

84. [The tenant/s] seeks compensation, rent refund, and exemplary damages.

Compensation

85. [The tenant/s]’s compensation claims are:

    a. Cleaning $298.14.

    b. Security cameras $52.00.

    c. “Emotional harm and loss of potential income” $3,000.

[10] Regulation 36(3)(b)

86. I accept that [The tenant/s] did some cleaning work herself. That work was necessary because the premises were not reasonably clean at the start of the tenancy. The compensation that [The tenant/s] is seeking for that cleaning work is fair and reasonable.

87. [The tenant/s] purchased and installed a security camera after the incident discussed above, where [The tenant/s] believed that Mrs Price may have entered the premises without her knowledge and consent.

88. As noted above, although [The tenant/s] has a suspicion, there is no evidence, and Mrs Price denies entering the premises. [The tenant/s] was free to purchase and install a camera, but the landlord is not liable for this cost.

89. Courts and Tribunals may, in some circumstances, award general damages for stress and vexation. Courts generally take a cautious approach to such awards.

90. The Tenancy Tribunal can have regard to general principles of law in addition to the specific remedies provided for in the RTA.

91. In this instance I accept that [The tenant/s] suffered stress and inconvenience as a consequence of the proven breaches. However I have taken the impact on [The tenant/s] into account in the awards for exemplary damages, discussed below, and there is no reasonable basis for an additional award of general damages.

Rent refund

92. [The tenant/s] seeks a refund of rent as follows:

    a. Full rent refund for the period 2 January to 7 January due to the premises not being reasonably clean ($392.85).

    b. Refund of half the rent for the period from 7 January to 22 March because “I was unable to use the whole house due to cleaning, repairs, and renovations” ($2,396.42)

    c. Refund of the full rent for the period from 10 March to 22 March due to the bathroom repairs ($942.00).

Rent refund – general principles

93. The type of damages that [The tenant/s] is seeking here is compensation for loss of amenity – essentially a retrospective rent reduction recognising loss of use of the premises. This type of loss can also be described as “loss of amenity”.

94. The Tribunal does award damages of this type, but in doing so it has regard to the following principles:

a. Some disruption for the tenant is a necessary corollary of the landlord's obligation to maintain the premises.

b. If large scale / disruptive work needs to be done, it is expected that the landlord will discount the rent while the work is carried out or, if the work is extremely disruptive, will provide alternative accommodation for the tenant.

Rent refund - findings

95. The impact on [The tenant/s] caused by the premises not being reasonably clean and not being in a reasonable state of repair is one of the considerations in the calculation of exemplary damages for this breach, discussed below. It would be unjust to award compensation in addition to exemplary damages on the same basis.

96. The bathroom repair is in the category of large scale work that warranted a rent reduction. Mr & Mrs Price challenged [The tenant/s]'s statement that the disruption lasted for two weeks. Mr & Mrs Price said that they spoke with the plumber and:

    i. The toilet was available the whole time that the work was underway.

    ii. The bathroom was "fully operable" by the end of the first week.

    However, [The tenant/s] clarified that:

    i. Although the toilet was available, it is in the bathroom where the plumber was working, so it was really only available when he wasn't there.

    ii. The plumber told her that she could use the bath at the end of the first week provided that she did so very carefully, but in all other respects the bathroom was not available until the work finished, after two weeks.

97. Mr & Mrs Price offered [The tenant/s] the use of the bathroom in their 'apartment'. [The tenant/s] declined this offer. [The tenant/s] explained her reasons.

98. My finding is that [The tenant/s] is entitled to some compensation for loss of amenity in respect of the bathroom work. [The tenant/s]'s evidence about the timeframe is more convincing, and I will assess compensation on the basis that the bathroom was largely unavailable for a period of two weeks.

99. The landlord's offer of a different bathroom is a relevant factor. [The tenant/s] was entitled to refuse that offer but in so doing she has failed to mitigate the extent of loss of use / amenity.[11]

[11] Section 49 RTA

100. Having regard to those factors, I will award compensation of $200.00.

Exemplary damages

General principles

101. Exemplary damages are punitive. They are like a fine.

102. The Tenancy Tribunal may award exemplary damages if a landlord or tenant intentionally commits a breach of the Residential Tenancies Act 1986 ("RTA") that is declared to be an "unlawful act".

103. In considering an award of exemplary damages the Tribunal must have regard to:

    a. The intention of the person who committed the unlawful act; and

    b. The effect of the unlawful act; and

    c. The interests of the person against whom the act was committed; and

    d. The public interest.

104. The Tribunal may only make a single award of exemplary damages for each relevant section of the RTA. The Tribunal cannot make individual awards for every breach of a particular section.[12]

Failure to provide the premises in a reasonably clean condition and failure to maintain in a reasonable state of repair

105. Failure to provide the premises and failure to provide and maintain the premises in a reasonable state of repair is an unlawful act. Exemplary damages of up to $7,200 can apply.

106. In this instance:

    a. The landlord did not intend to breach the standards, but they intentionally rented the premises to [The tenant/s] in a condition that did not meet the standard for "reasonably clean" or a "reasonable state of repair".

    b. The breaches caused significant inconvenience for [The tenant/s]. [The tenant/s] provided a detailed written submission about this, and statements from her daughter and from family who visited her. I accept the general tenor of those submissions – that the condition of the premises was disappointing and disruptive – although there are some parts of her submission that I do not find persuasive, for example her argument that the bedroom could not be safely used because the unrepaired holes in the walls created a health hazard.

[12] *MBIE v Hillis Shearing Ltd* [2024] NZDC 27583

I also note that the standard is “reasonably” clean and “reasonably” maintained. The standard is not perfection. This is not a new house.

c. There is a legitimate public interest in ensuring that landlords are held to their duty to present tenanted premises in a reasonably clean and well maintained condition at the start of the tenancy.

107. Having regard to those factors I will award exemplary damages of $2,400.00, being one-third of the maximum award.

Harassment

108. I have made a finding that there are two proven incidents where Mrs Price’s actions amounted to harassment of the tenant: the “trellis attack” and her continuing to put rubbish alongside the sleepout, ignoring [The tenant/s]’s objections.

109. Context is important. As noted above, the tenancy got off to a very bad start. There were several unpleasant exchanges. The situation was very stressful for both parties.

110. The maximum award of exemplary damages for harassment is $3,000.00.

111. I will award $750.00 having regard to the following factors:

a. The incidents were unnecessary, but they were not entirely directed at [The tenant/s].

b. Both parties were ‘on edge’.

c. There is a legitimate public interest in deterring landlord behaviour that amounts to harassment of tenants.

Locks

112. The maximum award of exemplary damages for a landlord failing to provide and maintain adequate locks is $1,500.00.

113. The lock on the garage was not functional at the start of the tenancy. The garage is part of the premises and is included in the landlord’s obligation to provide adequate locks.

114. The mitigating factors are that:

a. The tenant was able to make the door secure (this is a relevant mitigating factor, although of course it does not remove or excuse the landlord’s obligation to provide working locks).

b. The door was made securable, although not fully functional and repaired, by [the door installers] in late March.

c. There is a door between the garage and the main house that can be locked.

115. Having regard to those factors I will award exemplary damages of $250.00.

Filing fee, name suppression

116. The tenant sought name suppression. Name suppression is granted on the grounds that the tenant was substantially successful in the proceedings.[13]

117. The application fee is awarded to the tenant on the same basis.[14]

N Blake
15 October 2025

[13] Section 95A(1) RTA
[14] Section 102(4)(A) RTA

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.