TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

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 names and identifying details of both parties.
2. [The landlord/s] must pay [The tenant/s] $19.64 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $1,240.00 (BN-00018262[Bond number suppressed]) to [The tenant/s] immediately.

Description	**Landlord**	**Tenant**
Compensation: Entry cleaning		$50.00
Compensation: Failure to maintain shower		$100.00
Power arrears	$130.36	
Total award	**$130.36**	**$150.00**
Net award		$19.64
Bond		$1,240.00
Total payable by Landlord to Tenant		**$19.64**

Reasons:

1. Both parties attended the hearing on 10 September 2025. The tenant was assisted by a Korean interpreter.

2. The tenancy started on 9 December 2024 and was originally for a fixed-term tenancy ending on 9 July 2025. The weekly rent was $310.00.

3. When the tenant moved in, the tenant found that the premises was not reasonably clean.

4. There was an unemptied rubbish bin inside the room with an empty packet of frozen chicken nuggets and the moulding of the shower and the bathroom were not reasonably clean.

5. However, the tenant did not make any complaint to the landlord. Instead, she just cleaned the premises to a very clean standard, beyond what would have been expected from the landlord.

6. On 11 December 2024, the tenant sent the landlord an email regarding the shower door not fully closing. The landlord booked a contractor to go and inspect the shower.

7. On 17 December 2024, the tenant emailed the landlord saying “the handyman came yesterday and fixed the screws on the chair and toilet. However, he said the shower is too old to be fixed and needs to be replaced. Every time I shower, water leaks and the bathroom floor is always wet, which is inconvenient, so please take care of it quickly. Thank you.”

8. Unfortunately for the tenant, there was no action from the landlord between 17 December 2024 until 26 January 2025 when the tenant emailed the landlord again.

9. On 26 January 2025, the tenant emailed the landlord enquiring when the handyman was going to come over. The landlord replied back asking what the issue was. The tenant again reminded the landlord by saying “the issue is about the shower door – you can see below our old mails thanks.”

10. On 30 January 2025, the landlord lodged a work order for a contractor and informed the tenant accordingly. However, despite a work order being lodged, no contractor went to the premises.

11. On 20 February 2025, the tenant emailed the landlord asking when the maintenance worker was coming as she had not had any contact. Also, the tenant enquired why it was for a fixed term of 7 months instead of 6 months.

12. On 21 February 2025, the landlord told the tenant that they were trying to get another contractor to contact her and told her that the entire shower was going to be replaced.

13. On 23 March 2025, the tenant emailed the landlord requesting that the tenancy be terminated and mentioning her frustration that her maintenance request was still not resolved although she had made the house cleaner than she had found it originally. She said that as she was already halfway through her lease, that it did not make sense for the shower to be fixed now.

14. The landlord initially pushed back reminding the tenant that she was under a fixed-term tenancy and could not terminate early. However, the landlord allowed her to find a new tenant to take over the lease.

15. The tenant tried to find someone to take over the lease, and between 28 April 2025 and 1 May 2025, the tenant vacated the property and handed the keys to a prospective tenant. But the new tenancy could not be finalised until 5 May 2025.

16. In the meantime, the shower was replaced entirely in early April 2025.

17. At the end of the tenancy, the landlord had sought from the tenant $130.36 for unpaid power bills and break lease fee of $652.00. The landlord also said that the tenant had unlawfully sublet the premises without the landlord's permissions for a few days. However, for the Tribunal application, the landlord was only seeking for the power bill of $130.36 out of good will.

18. However, even if the landlord was seeking costs for the break-lease fee and the tenant having unlawfully sublet the premises for a few days, I would not have granted those as the tenant had found the subsequent tenant herself, there was no additional costs incurred by the landlord for this reassignment and that that there is no public interest in the tenant being made to pay exemplary damages for subletting a few days before the tenancy was reassigned.

19. The tenant did not dispute the power bill sought by the landlord but explained that the non-payment was due to having issues with working through the website of the new electricity company.

20. The tenant applied to the Tribunal for the refund of the bond, the landlord's failure to provide the premises in a reasonably clean state, failure to maintain the shower, Healthy Homes Standards ("HHS") and a work order.

21. The tenant had sought $6,000.00 in compensation and exemplary damages calculated on 50 percent rent refund during the period the shower door remained defective. The tenant also sought for rent refund due to her early termination request having been declined by the landlord.

22. The premises itself was HHS compliant, and no work order was required by the time of the hearing as the shower had already been fixed. There is no basis to claim for rent refund for the landlord not allowing her early termination request.

23. The only remaining issues were that the premises was not provided in a reasonably clean state and that the landlord failed to maintain the shower to a reasonable state until it was replaced.

24. I disagree with the tenant's calculation of 50 percent rent refund due to the shower door not being able to fully close. The landlord claimed that the shower leak was not a major issue and that the shower itself was 100 percent useable. The landlord claimed that it was just gap in the corner of the door.

25. The tenant said that due to the gap, a big towel was required to be placed on the floor for when showers were being taken. The tenant said that it was not simply a matter of water splashing and the landlord must have known as the handyman had told the landlord that it needed replacing entirely after inspecting it. She said that the big towel would soak every time she had a shower.

26. I find that the issue was more than trivial and has prohibited the tenant from enjoying the premises fully. I find a weekly compensation of around $10 would be adequate. Taking into account Christmas, New Years, and reasonable time for arrangement, I find that a compensation of $100.00 would be reasonable.

27. Had the tenant given the landlord a 14-day notice to remedy the breach or apply to the Tribunal for a work order before unilaterally trying to terminate the tenancy, there may have been more of a compensation for her.

28. With regards to cleaning, I accept that there were parts of the premises that were not reasonably clean. However, the tenant did not report this to the landlord immediately. If the tenant informed the landlord back then, the landlord would have been able to organise cleaners to come in there and then.

29. However, as I accept that the premises was not reasonably clean on some parts, I order the landlord to compensate the tenant $50.00.

30. The bond is to be refunded fully to the tenant.

J Yi
21 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.