[2025] NZTT 5346047

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Zalmai and Zahra Mayar

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord's name and identifying details.
2. The landlord's application to terminate the tenancy on the grounds of abandonment is dismissed.
3. **BY CONSENT** The tenancy of Zalmai Mayar and Zahra Mayer at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], at 11.59pm on Tuesday 21 October 2025.
4. The landlord also wants to claim costs of advertising and management costs associated with the re-letting of the of the premises. A further application should be made in respect of this part of the application.

Description	**Landlord**	**Tenant**
Rent arrears to 19 October 2025	$2,560.00	
BY CONSENT Water rates	$86.90	
Filing fee reimbursement	$28.00	
Total award	**$2,674.90**	
Bond	$1,520.00	
Total payable by Tenant to Landlord	**$1,154.90**	

Reasons:

1. The landlord and Mr Mayar attended the hearing which took place by telephone.

Who are the parties?

2. I discussed with the parties why the landlord's company was listed at the Bond Centre. The landlord says this was an administrative matter but that the tenancy has always been handled in his own individual name. I accept that the tenancy agreement reflects this and that that landlord is as named in the application.

3. The application was only bought against one tenant but the bond is held in the name of two tenants (Zalmai Mayar and Biba Zahra – Biba, Mr Mayar says, is the same person as Zahra Mayar and is his wife). Recent changes to the tenancy (regarding a fixed term) are also signed in the name of these individuals. The tenancy agreement itself is blank in that regard.

4. With the consent of Mr Mayar and the landlord, who both agreed that Ms Mayar is also a tenant, she is added to the application as a party. Mr Mayar confirmed she knew he would be speaking on her behalf today as she is at work and he was able to add her.

What is the application?

5. The landlord's application has changed and so I invited him to explain what he wanted. He said his application was:

    a. He wanted the rent owed (he clarified later in the hearing he would claim to 19 October 2025);

    b. He wanted the property back – the tenant has left but not handed over the keys;

    c. He wants an amount for sums he will incur in the reletting of the premises; and

    d. He wants the application fee

Can the tenancy be terminated and the landlord have possession of the property?

6. In his written application the landlord made an application to terminate the tenancy on the basis of abandonment.

7. The landlord clarified that he wanted the tenancy to end because the tenant had left, had wrongly given notice to terminate a fixed term and was not paying rent.

8. The Tribunal may terminate the tenancy where the premises have been abandoned and rent is in arrear at the hearing date. See section 61 Residential Tenancies Act 1986.

9. A tenancy is abandoned where the tenant leaves the premises without reasonable excuse, not intending to return or to meet their obligations, and fails to notify the landlord.

10. Here the tenant did notify the landlord that they were leaving.

11. This means that the landlord's application for termination on the basis of abandonment cannot succeed because the tenant told the landlord they were leaving.

12. The landlord's claim for abandonment is dismissed.

13. However, the tenants have entered into an agreement to fix the tenancy until 25 July 2026. Neither party may give notice to end a fixed term tenancy early but the tenancy may end by agreement.

14. The landlord has not taken possession of the property as he was waiting for the hearing today but he wants to get possession. The tenant also wanted the tenancy to end.

15. The parties agreed that the tenancy would end today.

16. I consider that through this agreement the tenant has surrendered the tenancy and the landlord has accepted this (pursuant to section 50(1))(d), RTA). I have made an order to reflect this agreement.

17. The tenant says he will now return the key.

Water costs

18. The landlord also raised in the hearing the fact he wanted $86.90 that was owing in water to the end of the tenancy. He confirmed that would be all of the water to the end of the tenancy and the tenant agreed to pay this.

19. I have therefore made an order for this to take place by consent.

How much should the tenant pay in rent arrears?

20. The landlord seeks rent arrears and provided a rent summary.

21. Rent arrears were only sought to 19 October 2025. The landlord said he only was going to claim the sum to that date.

22. The landlord and tenant both agree that the arrears sum to 19 October 2025 is $2,560.

23. The amount ordered is proven.

How will the landlord's claim for reletting costs be heard?

24. The landlord seeks the costs arising from the fact the fixed term tenancy has ended early. He wants payment of advertising fees and reletting fees. Those costs have not yet been incurred so there is no proof of loss.

25. At the hearing I indicated that this part of the application would be adjourned.

26. However, having reflected on this further, the landlord has made this part of the application prematurely, having not incurred these expenses yet and the tenancy only having ended today.

27. The landlord will therefore need to file a new application for any such claim and this will be heard at a later date.

Does the tenant have a claim?

28. The tenant says he also wants to file an application relating to the maintenance and condition of the property.

29. He has filed documentation in advance of this hearing but did not realise he needed to make his own application.

30. The tenant says he will do this in the next few days.

31. This can be pursued if desired and will be heard at a later date.

Refund of the bond

32. The Bond Centre has been ordered to pay the bond to the landlord as per the above order.

Suppression and the filing fee

33. I award the landlord reimbursement of the filing fee. He has been substantially successful because the property has been returned to him and the arrears sought have been ordered.

34. The landlord seeks suppression of identifying details and the tenant does not.

35. 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 (s95A RTA).

36. I have awarded the landlord name suppression because he has been substantially successful.

M Kemp
22 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.