[2025] NZTT 5344226

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: Chae Hwan Yu

RESPONDENT: [The respondent/s]

ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the respondent's name and identifying details.
2. Jurisdiction is declined and therefore, the application is dismissed.

Reasons:

1. Neither party attended the video conference hearing. The applicant advised, prior to the hearing, that he was unable to attend and requested that the Tribunal determine the matter based on the information provided. The respondent did not join the video meeting at the scheduled time, and could not be contacted by telephone.
2. On 5 August 2025 the parties entered into a flat sharing agreement. In the written agreement, the applicant is described as the head tenant and the respondent is noted to be the flatmate. The start date is 5 August 2025 and was to continue on a weekly basis, with the payment of rent of $240.00 per week. According to the application, the arrangement came to an end on 13 August 2025.
3. The applicant has filed an application seeking rent arrears of $480.00 and compensation of $47.00 for room cleaning and washing of bedding.
4. The first matter to be determined is whether the arrangement between the parties is a residential tenancy to which the Residential Tenancies Act 1986 applies, or whether it is a flatmate arrangement, which is outside the Tribunal's jurisdiction.

Legal framework

5. The Residential Tenancies Act 1986 (the RTA) applies to every tenancy for residential purposes. There are some exclusions, listed in Section 5 of the Act.

6. A tenancy, in relation to any residential premises, means

> the right to occupy the premises (whether exclusively or otherwise) in consideration for rent…

7. A landlord, in relation to residential premises subject to a tenancy agreement, means the grantor of a tenancy of the premises under the agreement.[1]

8. A tenant, in relation to residential premises subject to a tenancy agreement, means the grantee of a tenancy of the premises under the agreement.[2]

9. Section 77 of the RTA provides that the Tenancy Tribunal has jurisdiction to determine (in accordance with the RTA) any dispute that

> (a) exists between a landlord and a tenant or between a landlord and the guarantor of a tenant; and
>
> (b) relates to any tenancy to which this Act applies or to which this Act did apply at any material time.

.

10. Therefore, it is clear from the legislation that the Tenancy Tribunal only has jurisdiction to determine disputes between a landlord and tenant. There is no jurisdiction to consider disputes between tenants or flatmates.

11. When determining the nature of the relationship, the Tribunal must look at the substance of the arrangement, not just the labels used by the parties: *Watson v Watson & Roo.*[3]

Analysis

12. In this case, it is clear from the written agreement that this is a flat-sharing arrangement. The agreement is headed "Flat/house-sharing Agreement." The agreement also states that "flat/house sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986." The agreement further provides that in the event of any dispute, "the parties agree that the dispute will be determined by the Disputes Tribunal."

13. While the labels used by the parties will not always be determinative, in this case, I have not heard any direct evidence from either party about the substance of the

---

[1] s.2 RTA definition of "landlord"
[2] s.2 RTA definition of "tenant"
[3] DC Christchurch CIV-2010-009-002030, 14 September 2010

arrangement. Furthermore, the evidence provided with the application does not support there being a landlord/tenant relationship. The e-mail from the applicant to the respondent refers to a flat sharing agreement between them. The respondent's e-mail in response to the application claim refers to her occupation of a room. From the evidence provided, the interaction between the parties indicates they are most likely flatmates.

14. There has been no further evidence provided to support there being a landlord/tenant relationship.

15. Accordingly, jurisdiction to determine the application is declined and the application is dismissed.

Filing fee and name suppression

16. The applicant is unsuccessful, so there is no reimbursement of the filing fee.

17. The applicant seeks name suppression, which is declined, since the applicant has been unsuccessful.

18. Section 95A(4) of the Residential Tenancies Act 1986 provides that the Tribunal may, on its own initiative, having regard to the interests of the parties and to the public interest, order that the name or any identifying particulars of any party not be published. On my own initiative, and pursuant to s95A(4) of the RTA, I have suppressed the respondent's name, since the Tribunal has no jurisdiction to determine the application, and the respondent's interests outweigh the public interest in the respondent being identified.

V Pasupati
06 November 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.