[2025] NZTT 5321661

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	Charles George Wisse Landlord
RESPONDENT:	[The respondent/s] 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 Tenant name and identifying details.
2. The application is dismissed.

Reasons:

1. Both parties attended the hearing.
2. The landlord has claimed compensation and exemplary damages for alleged methamphetamine use at the premises. The tenant denies using methamphetamine at the premises.
3. A party who brings a claim to the Tenancy Tribunal must prove on the balance of probabilities (more likely than not) that their version of events took place. They must prove that the other party has breached its obligations and the loss (or consequence) they have suffered because of that breach. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden of proof.

4. The landlord must prove that the tenant caused or permitted the contamination, or that it was caused by someone at the premises with the tenant's consent. The landlord must also prove that, as a result of the contamination, the premises have been damaged or are not reasonably clean.

5. Section 138C Residential Tenancies Act 1986 provides for regulations to be made prescribing the maximum acceptable level for contaminants, but there are currently no regulations.[1]

6. There are two sources of guidance on the issue of a safe level of methamphetamine contamination in residential premises. In June 2017 Standards New Zealand published NZS 8510:2017. The standard recommended a maximum contamination level of 1.5µg/100cm^2 for high use areas where contamination has resulted from both consumption and manufacture. In May 2018 Professor Sir Peter Gluckman, the then Prime Minister's Chief Science Advisor, released a report *"Methamphetamine contamination in residential properties: Exposures, risk levels, and interpretation of standards".* The report stated that guidelines should be proportionate to risk and that exposure to a level below 15µg/100cm^2 was unlikely to have an adverse effect. It recommended retaining the level of 1.5µg/100cm^2 where contamination resulted from manufacture, due to the risk posed by harmful chemicals used in the process.

7. The Tribunal has generally applied the Gluckman recommendation. This approach was approved by the District Court in *Full Circle Real Estate Limited v Piper* [2019] NZDC 4947. See also *Barfoot and Thompson Limited v Kāhui Tū Kaha Limited* [2021] NZTT Auckland 4276319

8. This tenancy started in November 2024. The landlord says that it carried out methamphetamine testing at the premises on 30 May 2025 because of information it had received about the tenant. Following those results, the landlord summarily terminated the tenancy.[2]

9. The landlord provided a report from Meth Solutions. That reports shows where samples were taken, and when. The report purports to record the laboratory test results but does not include a copy of the laboratory Certificate of Analysis.

10. Some of the reported results are significantly higher than both NZS8510 and the Gluckman report. However, I have to consider whether the landlord has

[1] Regulations are expected to come into force in mid 2026.
[2] See *Nisbet v Te Ahuru Mowai Ltd Partnership [2025] NZHC 2467* a High Court decision discussing considerations that apply to habitability with methamphetamine contaminated premises which confirmed that Tribunal cannot apply section 59B to terminate tenancy because there are no current regulations to define "contamination"

established that it is more likely than not that those levels have been caused during this tenancy.

11. There is no obligation in the RTA or regulations requiring a landlord to carry out methamphetamine testing before a tenancy begins. However, if a landlord wants to claim that a tenant caused methamphetamine contamination, the absence of a pre-tenancy test can make it very difficult to prove that the contamination occurred during the tenant's occupation. This is confirmed in cases such as *Eren Limited v Martin and Kukuruzsnayak* NZDC 15210 and *Brooking and Hodges v Imrie* NZDC 16976, where the absence of pre-tenancy testing was determinative in failing to prove contamination was caused by the tenant.
12. So, I have to consider whether there is other evidence which might establish that it is more likely than not that readings above of 15µg/100cm^2 occurred during this tenancy.
13. The landlord claimed that "word or mouth" "around town" was that the tenant was using methamphetamine, so he got the premises tested. He would not identify the person who provided that information to him, and said he did not know their full name. The evidence is far more prejudicial than probative. It is not supported by any corroborative evidence, and I place no weight on it.
14. The landlord said that he had installed a smoke alarm during the tenancy which tested positive for methamphetamine residue, so the tenant must have used methamphetamine during the tenancy. The landlord said that the smoke alarm was installed on 31 January 2025. The smoke alarm was swabbed on 30 May and returned a reading of 0.74µg/100cm^2. It was one of only two samples that returned readings below both NZS8510 and Gluckman. The smoke alarm reading was significantly lower than the other reading from the hallway (7.94µg/100cm^2). If the other surfaces had been contaminated during this tenancy, I would have expected the smoke alarm level to be more consistent with the other swabs. The smoke alarm was replaced closer to the start of the tenancy, than to the testing.
15. The landlord purchased the property in September 2024. It did not test the premises for methamphetamine during the purchase process. It did not test the premises for methamphetamine before the tenancy started. It did not provide any reliable, corroborative evidence which would allow me to conclude that it is more likely than not that the tenant used methamphetamine at the property during this tenancy.
16. The application is dismissed.

17. As the tenant was successful, I have granted its request for suppression of its details.

R Morgan
10 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.