[2025] NZTT 5345603

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Barfoot & Thompson Limited as Agent for Richard Cunningham Landlord
RESPONDENT:	Vikram Singh Tenant
TENANCY ADDRESS:	Unit/Flat Flat 115, 20 Upper Queen Street, Auckland Central, Auckland 1010

ORDER

1. The application is dismissed.
2. The landlord seeks suppression but has not substantially succeeded in the proceedings[1].

Reasons:

1. Both parties attended the hearing which was held by teleconference.
2. The landlord's application claims $110.97 as compensation for the cost of a tradesman's callout to the property to complete required repairs on 4 August 2025. The tradesman says that he was unable to gain access to the premises to do the work, despite having arranged the time with the tenant.
3. At the hearing a further claim for $60.00 was brought in respect of a second alleged incident with another tradesperson on 2 October 2025.
4. The tenant disputes that he failed to provide entry for the visit on 2 October saying that the tradesperson came at a different time than had been arranged.

[1] S.95A

5. The tenant acknowledges that he overlooked the visit on 4 August and failed to be at the premises at the agreed time to provide the tradesperson with access.

6. The question is whether the landlord is entitled to compensation for the cost of the callout(s).

7. The obligation to have necessary repairs carried out is the landlord's[2].

8. The landlord has the right to enter the premises to carry out necessary repairs on 24 hours' notice[3]. That does not require the tenant's agreement.

9. It is often sensible and convenient for tradespeople to make arrangements for access to the premises direct with the tenant. It ensures that work is done at a time convenient to the tenant. It saves the landlord the time and cost of having to provide access for its contractors.

10. There is however no legal requirement for a tenant to make those arrangements for the landlord. A tenant must allow access to the premises, but only where the landlord is exercising a right of entry[4].

11. There may be circumstances where a tenant's failure to stick to agreed access arrangements could constitute a breach of s.48, or where confirmation of arrangements for entry could amount to a representation made to the landlord, that must be honoured.

12. Those thresholds are not crossed here.

13. While I accept it is frustrating to the landlord to have incurred a cost because the tenant didn't provide access as agreed with the contractor, I do not find it proved that the tenant breached any legal obligation owed to the landlord, on which a compensation claim could be based.

14. If a tenant cannot be relied on to do so, they may find that the landlord will make access arrangements with the tradespeople and simply exercise the landlord's right of entry to ensure the work is carried out when agreed.

THE SEAL OF THE TENANCY TRIBUNAL

B King
11 November 2025

[2] S.45(1)(b) RTA
[3] S.48(2)(d) RTA
[4] S.48(4)

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.