TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	[The applicant/s] 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's and Landlord's name and identifying details.
2. The application and cross-claim are dismissed.

Reasons:

1. Both parties attended the hearing.
2. The tenancy began on 25 June 2024. The tenancy is in a large late Victorian or Edwardian house which the landlord is in the process of renovating.
3. In March 2025, the landlord replaced the toilet and cistern. This involved removing the tile look floor covering installed by a previous tenant, exposing flooring substrate which is unsightly. As well as this there were a a number of other issues raised by the tenant which he says are failures to maintain the premises, these sit at the heart of the matters between the parties. As the parties' relationship deteriorated, other issues arose. These led to the tenancy terminating under disputed circumstances. As a result, the tenant brings a claim for:
    a. damages for costs incurred by the tenant to make the premises weather tight and sanitary;
    b. exemplary damages for retaliatory termination, failure to maintain, and breaches of quiet enjoyment and harassment; and

c. an order declaring the landlord's termination notice to be of no effect.

4. The landlord brings a counter application seeking termination, and damages for loss of rent.

5. Before the hearing occurred, the tenant had found an alternative tenancy. This made the landlord's counter replication and the tenant's request for the declaration that termination was of no effect moot. Therefore, those matters are dismissed.

6. I consider the remaining grounds of the tenant's application below.

Damages

7. The tenant seeks the following costs:

   a. $14.10, the cost of plumbing fittings which the landlord's plumber made use of;

   b. $44.50, the cost of mouse traps and a rat tunnel purchased by the tenant; and

   c. $150, which the tenant says he should be awarded for plumbing work clearing a blocked bathroom sink.

8. During the hearing the landlord agreed that his plumber had used the fittings, although he disputed the tenant's claim that this was done without permission. The landlord's evidence is that he has returned or replaced these items which I accept.

9. The mousetraps were purchased by the tenant, who also made text to block holes in skirtings and cabinetry through which he says mice were entering the tenancy. He also alleged that the mice were using scaffolding which the landlord had erected for maintenance of the exterior of the building to enter the property. The landlord accepted that there were mice and said that he had his own traps installed in the ceiling space.

10. The landlord described the work that has been done while the premises will be renovated to block the various holes. I have been supplied with photos showing wooden blocking the tenant installed around the oven and dishwasher to stop mice from leaving the gap underneath those appliances, and plastic bags and other objects the tenant had placed around pipes, again to prevent the movement of mice. There are a number of texts relating to the mice which show that the landlord was reasonably attentive to these issues and took reasonable steps.

11. Mice are an inescapable issue, particularly in older dwellings in New Zealand. My impression from the evidence supplied is that the tenant is unduly sensitive to the presence of mice, evidenced by the steps taken to prevent their entry. The rat tunnel appears to have been part of the Wellington tracking scheme,

and there is no evidence that rats were present in the tenancy. It appears that the landlord moved the rat tunnel to install a rat trap in it.

12. The traps are the tenant's property, purchased to deal with an issue for which the landlord had ready taken reasonable steps, and which were returned to the tenant. I do not find that landlord is liable to refund the cost of the tenant's mousetraps or rat tunnel.

13. The blocked sink issue is indicative of issues to do with maintenance which is custom more depth below. The tenancy says that there were issues with the sink blocking that he raised on a number of occasions with the landlord and the landlord's response was only to purchase and drop of a plunger. The landlord says that the tenant did raise the issue but was also unhappy with the number of visits from the landlord and tradesmen. Therefore, the landlord believed that the plunger was an adequate response.

14. I note that the relatively large volume of correspondence between the parties which I've been provided with makes to the full mention of the sink blocking. I find no legal basis on which the costs sought by the tenant can be awarded.

Failure to maintain

15. [The tenant/s]claims that the landlord has breached their obligations under section 45 of the Residential Tenancies Act 1986.

16. Under section 45, a landlord must:

    a. provide the premises in a reasonable state of cleanliness;

    b. provide and maintain the premises in a reasonable state of repair; and

    c. comply with all requirements in respect of smoke alarms and insulation set out in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016.

17. Breaching any of these obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A) and Schedule 1A Residential Tenancies Act 1986.

18. The tenant has raised a number of issues which fall within this heading, including:

    a. a previous tenant had installed a decal style application to the floor of the toilet, late March 2025. When the toilet was replaced, the decal was removed exposing the original substrate which was in poor condition and was unsightly. The tenant had asked for the floor to be refinished using an epoxy application. There is correspondence between the parties relating to this request, which the landlord agreed to. The correspondence shows that the landlord was intending to carry this out, however it required the tenant and his family to be out of the tenancy for two days while the epoxy

cured. This never eventuated, therefore, on 21 September 2025 landlord finished the floor using a wear resistant deck paint which did not require a long period of time to cure.

b. The bathroom wall paint was peeling on the bathroom wall. The tenant says this is due to a lack of maintenance. The landlord says this was due to the tenant not using the shower curtain correctly.

c. In the laundry area, there were issues with the extractor fan which the tenant says was noisy and did not work, the washing machine which made noise, and the dryer which the tendencies caused condensation issues. The landlord's evidence was that the extractor fan was functional but did make noise, and that the dryer and washing machine were both functional. However, the washing machine was noisy due to movement of the drum due to age and wear, which led to the landlord replacing. The dryer had issues with seals, and after several attempts to service this the landlord replace the dryer.

d. The tenant says that the gutters overflow in two areas; above the clothesline, and above windows. The landlord says that he checked this after the tenant made a complaint, finding that the gutter was clear, and it appeared the issue might be water "overrunning" the gutters due to the steep pitch of the roof.

e. The tenant made a number of complaints about the painting of the walls, patches of discoloured paint on walls ceilings and doors, gaps in kitchen cabinets, worn and split or unpainted areas of window frames, discoloured paint on the exterior cladding, and a roof deck area, and other similar issues. The landlord except that the paint is worn in many areas, however he does not believe that these issues are maintenance issues years are quiet to address.

f. The tenant says that the smoke alarms were defective and were not replaced for a number of months. The landlord says that the smoke alarms were older models which had ceased working properly these were removed. They were replaced with two more modern remotely linked models in the bedrooms, which meet the regulations.

g. The tenant says that a tree was not adequately maintained by the landlord which caused flies and bees to enter the premises. Landlord says the tree, and avocado tree which is on the neighbour's property is regularly trimmed back.

19. Considering these issues;

a. I accept the landlord's position the toilet floor. While the floors unsightly, it was not unhealthy and was not an issue that required maintenance. The landlord had accepted the tenant is requested to install an epoxy

application, however the ability for this to be installed did not present itself. The landlord's use of deck paint was an adequate solution.

b. Viewing the pre-tenancy photos, I note that the bathroom wall was freshly painted. Any issues appear to be cosmetic and therefore are not issues which required maintenance.

c. The evidence shows that the landlord did take reasonable steps to address the issues relating to the laundry fan the washing machine, and the dryer. The correspondence shows that he made attempts to repair or service these items, replacing the washing machine and dryer. I accept that the laundry fan worked but being an older model was noisy. The tenant's claims are not made out.

d. I accept the landlord's position that the dripping issue was not a maintenance problem.

e. The issues raised by the tenant are largely cosmetic issues apart from gapping as of the window frames which I consider below with relation to healthy homes claims.

f. I accept the landlord's position that the older smoke alarms were replaced in a reasonable time, and the replacements meet the requirements of the legislation.

g. The landlord's evidence was that he trimmed the tree back to the boundary when possible. However, a landlord is not responsible for dealing with trees which are growing on the land of the neighbour. Will accept that the bees attracted by the avocado tree may have been of concern to the tenant this was not an issue which the landlord was obliged to respond to.

20. The tenant's claims of lack of maintenance are not made out and are dismissed.

Quiet enjoyment and harassment

21. [The tenant/s]claims the landlord has harassed them. This is due to the volume of emails texts and other messages sent to the tenant.

22. A landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises. See section 38(2) Residential Tenancies Act 1986.

23. Breaching this obligation in circumstances that amount to harassment is an unlawful act for which exemplary damages may be awarded up to a maximum of $3,000.00. See section 38(3) and Schedule 1A RTA.

24. Harassment means "to trouble, worry or distress" or "to wear out, tire, or exhaust" and "indicates a particular pattern of behaviour directed towards another person". *MacDonald v Dodds,* CIV-2009-019-001524, DC Hamilton, 26 February 2010.

25. The tenant referred to the landlord sending hundred and 20 emails and messages between five July 12 September 2025. Landlord said that throughout the tenancy was active two-way engagement through WhatsApp, this application is used due to the tenant's preferences. Viewing the messages I note that:

    a. the tone of the messages is appropriate, there is no language in which leads me to conclude that any undue pressure or other concerning features to the messages;

    b. the messages are about tenancy related issues, or about the landlord attempting to assist the tenant with a proposed purchase of a house, and the tenant's response to these messages is thankful: and

    c. the tenant engages fully with the landlord, and the messages are a conversation.

26. The evidence shows that the threshold for breach of quiet enjoyment or harassment is not made out. The tenant's application for breaches of quiet enjoyment is dismissed.

Retaliatory notice

27. On 22 September 2025, the landlord gave the tenant a notice ending the tenancy on 9 November 2025. The tenant claims the notice is retaliatory.

28. For a notice to be declared retaliatory, the tenant must prove that in terminating the tenancy, the landlord was motivated wholly or partly by the tenant exercising a right under the tenancy agreement or any Act, or by any complaint against the landlord. See section 54(1) Residential Tenancies Act 1986.

29. Giving a termination notice which is declared to be retaliatory is an unlawful act for which exemplary damages may be awarded, up to a maximum of $6,500.00. See section 54(2), (3) and Schedule 1A Residential Tenancies Act 1986.

30. The background of the termination notice is:

    a. the building has a maximum occupancy rate of 12. The evidence is that the rent was initially intended to be relatively short-term as the tenant was intending to purchase a house. However, this did not eventuate.

    b. The landlord had begun a conversation about increasing the rent on 16 July 2025. However, this was opposed by the tenant. On 12 September 2025, the landlord issued a notice of rent increase.

    c. The notice cites that the landlord's daughter is going to move into the tenancy. She has been living abroad while volunteering for VSA. However, this has come to an end early. The landlord has supplied a copy of an email earning this.

31. The tenant's allegation of all retaliatory notice is based on inference that the landlord is terminating due to the tenant's opposition to the rent increases, the complaints about the various defects in the tenancy, and the issue relating to the maximum occupancy rate.

32. Considering these I note that there is no evidence of the landlord's intentions. Rather there are a number of factors from which is presumed intention has been inferred. I am satisfied that the landlord's main reason cited in the notice, that the tenancy is needed for his daughter is made out. As a result, I find no retaliatory notice on this ground of the application is dismissed.

33. [The tenant/s]claims that the landlord has breached the landlord's obligations under section 45(1)(bb) of the Residential Tenancies Act 1986 (RTA), which requires compliance with the Residential Tenancies (Healthy Homes Standards) 2019 (HHS). The tenant considers that the landlord has failed to comply with the HHS draught stopping standard and the moisture and water ingress standard.

34. As the tenancy commenced between 28 August 2022 but before 3 March 2025, it was required to comply with the standards within 120 days of the commencement of the tenancy.

35. The draught stopping standard requires that residential premises be free from unreasonable gaps and holes that are not an intentional part of the building, which allow draughts to arise.

36. The moisture ingress and drainage standard requires that buildings comprising residential tenancies must have efficient systems to drain storm water, surface water and ground water, and that includes gutters, downpipes and drains. The Standard requires a ground moisture barrier when there is an enclosed subfloor space.

37. The HHS does provide exemptions in specific circumstances.

38. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A).

39. The issue cited by the tenant relate to alleged water ingress, and drafts from windows and closed up fireplaces.

40. The water ingress issue is based on a photo of the corner of one room showing wrinkle wallpaper, which the tenancy has been caused by water ingress and marks on a nearby skirting board which appear to be mildew. The wallpaper issue is quite clearly wrinkles in older wallpaper caused by movement in the building. This is not evidence of water ingress. The marks on the weatherboards do appear to be mildew. However, it is unclear what the cause of the mildew was. The landlord referred to supplying a dehumidifier. This photo on its own is not sufficient to find a breach of the healthy homes standard.

41. The drafts alleged by the tenant are from older sash style windows, gaps under the front door, and the fireplaces. The landlord's evidence is that the windows when closed properly are draft proof. The tenant says that he needed to install adhesive tape strips to prevent drafts under the windows. I note this was not raised until towards the end of the tenancy when the dispute over rent had begun.

42. The landlord has provided evidence showing that the fireplaces were blocked with, plywood shells, insulation, and a PVC barrier screwed to the house framing when the chimneys were removed. The photos of gaps around the ornate fireplace surrounds, supplied by the tenant go to sealed off voids through which drafts cannot be coming.

43. The gap under the front door is minimal, in the door appears to close hard against the carpet, moreover the landlord has provided a draft stopping "sausage".

44. The evidence does not support that there were any drafts coming through the chimneys or front door. I accept that it is possible that there may be drafts coming through these windows. However, the tenant has not provided evidence that there are breaches which would justify exemplary damages.

45. The tenant's application, and the landlord's cross application are dismissed.

C Boys
04 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.