TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANTS: [The tenants]

Tenant

RESPONDENT: [The landlord]

Landlord

TENANCY ADDRESS: [Suppressed] Street, Saint Marys Bay, Auckland 1011

ORDER

1. The parties' names and identifying details must not be published..
2. [The landlord] must pay the [tenants] $6,741.45 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $2,800.00 (3261368-017) to [the tenants] immediately.

Description	**Landlord**	**Tenant**
Reimbursement of overpaid rent		$1,120.00
Power use		$50.00
Exemplary damages: FTM		$1,800.00
Compensation FTM		$1,787.50
Exemplary damages: HHS		$2,400.00
Compensation HHS		$1,435.00
Filing fee reimbursement		$27.00
Carpet Cleaning	$250.00	
Cleaning	$125.00	
Repairing damaged window, ceiling, rubbish removal	$450.00	
Replace heater @ 3/5ths	$113.43	
Water rates	$887.12	
Total award	**$1,825.55**	**$8,567.00**
Net award		$6,741.45
Bond		$2,800.00
Total payable by Landlord to Tenant		**$6,741.45**

REASONS

1. Both parties attended the hearing.

2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

Background

3. The tenancy began on 16 June 2023 and ended on 30 May 2025.

4. The unit is centrally located in the upmarket suburb of Saint Mary's Bay.

5. The unit's building was originally a bungalow, but the building has been added-to and remodelled to create three units. The tenant's unit is on the top level of three levels. The unit has a modern open plan set out. It has a small deck with views of the Waitemata Harbour across the Northern Motorway to Auckland Harbour Bridge.

6. The tenants are a couple. The landlord is the owner and a retired architect. The parties got on well enough to begin with, but the relationship has soured.

7. The tenants claim:

    a. The landlord failed to comply with their duties on receipt of the bond.[1]

    b. The landlord unlawfully increased the rent.[2]

    c. The landlord failed to ensure the premises complied with the HHS standards for heating and ventilation.[3]

    d. The landlord failed to provide and maintain the premises to a reasonable state of repair.[4]

    e. The landlords interfered with their reasonable peace, comfort, or privacy to the level of harassment.[5]

8. For remedy, the tenants seek orders for compensation and exemplary damages.

9. At the case conference for the proceedings, the landlord advised he wished to counterclaim against the tenants. The Tribunal directed the landlord to file a claim prior to the hearing. He did not file a formal application as directed due to not understanding

[1] Residential Tenancies Act 1986 (RTA) s 19.
[2] RTA s 24.
[3], s 45(1)(bb), Residential Tenancies (Healthy Homes Standards) Regulations 2019.
[4] RTA, s 45(1)(b).
[5] RTA, s 38.

the Tribunal's requirements to bring a claim. However, his documents for the intended counterclaim were filed onto the tenant's proceeding and the tenants consented to the Tribunal hearing the landlord's claims. There being no prejudice, the Tribunal proceed to hear the landlord's claims for:

a. Rent arrears.

b. Water rates.

c. Compensation for costs incurred due to the tenants not meeting their move-out duties and for damage.[6]

Did the landlord fail to meet their bond duties?

10. Landlords must send any bond payment to the Bond Centre within 23 working days after the payment is received.[7]

11. Breaching this obligation is an unlawful act for which the Tribunal may award exemplary damages up to a maximum of $1,500.00.[8]

12. The landlord received the bond on 14 June 2023. He did not lodge the bond until 28 August 2023. Therefore, it took the landlord approximately 55 working days to lodge the bond.

13. I find the landlord committed an unlawful act.

14. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest.[9]

15. The landlord lodged the bond about six weeks' late. However, the tenancy was for a two year term, so the bond was in place for the greater part of the tenancy. The landlord never had an intent to retain the bond. He is not a property manager. He is a lay-landlord. The tenants have suffered no adverse consequence due to the delay. The public interest is in substantive compliance and not in punishing and isolated inadvertent breach.

16. I am not satisfied that it would be just to order exemplary damages on this occasion.

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[6] RTA ss 40(1)(e), 49B.
[7] RTA s 19)1).
[8] RTA s 19(2) and Schedule 1A.
[9] RTA 109(3).

17. The landlord, however, should ensure that he lodges tenant bonds on time in future. The Tribunal may be inclined to order exemplary damages if he lodges bonds late on another occasion.

Did the landlord unlawfully increase the rent?

18. The landlord purported to increase the rent on twice during the tenancy. The landlord timed the rent increases to coincide with what he believed were fixed-term tenancy renewals.

19. In that regard, the initial tenancy was for a fixed term, commencing 16 June 2023 and ending on 9 February 2024. The tenancy agreement contained the following additional terms:

> NB: Fixed-term tenancies…automatically become periodic upon the expiry of the fixed-term, unless:
>
> - a landlord gives written notice to end the tenancy on the fixed term expiry using one of the reasons listed in the Residential Tenancies Act1986 (see section 50(1)(a) to (b)) that allows for termination of periodic tenancies; or
> - a tenant gives written notice of their Intention not to continue with the tenancy at least 28 days before the expiry; or
> - before the expiry, the parties agree to extend, renew or end the fixed-term tenancy.

20. On 9 December 2023, the landlord referred to an extension or renewal of the fixed-term tenancy:

> Hi [tenants' names]
>
> Following our discussion of this morning I see your lease runs until 9 Feb 2024.
>
> In principle I am acceptant of a lease for 12 months from that date but do require to inspect the flat.
>
> Generally flats do not readily let during the winter so I avoid that part of the year.

21. There is no evidence that the tenants agreed to a new or extended fixed-term tenancy. A standard practice to renew of extend a tenancy would be that the parties sign a memorandum confirming their intentions. That did not occur. Nor is there an exchange of emails containing offer and acceptance to create a binding agreement. That being so, the tenancy continued as a periodic tenancy, not a fixed term tenancy.

The first purported rent increase

22. On 31 January 2024, shortly before the end of the fixed term on 9 February 2024, the landlord emailed the tenants:

> I would be acceptant of a token increase of $20.00pw to contribute to the significantly increased Landlord costs to total $720.00pw…

23. The tenants treated this as a notice of rent increase. However, it cannot be a valid notice because the notice was given with less than 60 days' notice and within 12 months of the tenancy's commencement. Section 24(1)(c) and (d) of the Residential Tenancies Act 1986 (RTA) provides that in increasing the rent, landlords must comply with the following conditions:

> (c) the day upon which the increased rent shall become payable shall be not less than 60 days (or, in the case of a boarding house tenancy, not less than 28 days) after the date on which that notice is given; and
>
> (d) the rent must not be increased within 12 months after the date of the commencement of the tenancy…

24. Nor could the tenants consent to an increase. Under s 11(3) of the RTA "any purported waiver by a tenant of any right or power conferred upon tenants by this Act shall be of no effect".

25. The landlord treated the rent increase as just one of the new terms of the fixed-term tenancy. However, there are two flaws in that intended approach. Firstly, there is no evidence that the tenant's accepted the landlords offer of a new fixed-term tenancy. Second, it would undermine landlords s 24(1)(d) if landlords could avoid the requirement not to increase the weekly rent within 12 months of the tenancy beginning by using successive fixed-term tenancies when the tenancy is in reality a continuing one.

26. The landlord's purported rent increase was invalid and of no effect.

The second purported rent increase

27. About a year later, on 28 January 2025, the landlord again purported to increase the weekly rent by an email stating:

> Your fixed term tenancy is due to expire 7 Feb 25 please advise if you wish to enter into another 1 year tenancy.
>
> It will be necessary to review the rent to $750.00 pw to cover rising operating costs.

28. A mentioned, it does not appear that the tenancy was for a fixed term due to expire on 7 February 2025. In any event, the tenants never accepted the landlord's 28 January 2025 offer for a one-year fixed-term tenancy.

29. This purported rent increase is flawed for the same reasons as the first.

30. The rent was not effectively increased on this occasion either.

Rent re-calculation

31. The effective weekly rent throughout the tenancy was $700.00 per week. The tenancy began on 16 June 2023 and ended on 30 May 2025. The total rent due for that period is $71,500.00. The tenants paid rent totalling $72,620.00.[10]

32. It follows, taking account of the landlord's invalid rent increases, the tenants overpaid $1,120.00 for rent.

Did the landlord breach the HHS standards?

33. The tenants claim that the premises did not comply with the HHS for ventilation or heating.

34. Under s 45(1)(bb) of the RTA, which requires compliance with the Residential Tenancies (Healthy Homes Standards) 2019 (HHS). Compliance dates for the HHS vary depending on the tenancy:

    a. For private rentals

        i. If the tenancy commenced between 1 July 2021 and before 28 August 2022, the rental must comply within 90 days of the commencement of any new or renewed tenancy; or

        ii. If the tenancy commenced between 28 August 2022 but before 3 March 2025, the rental must comply within 120 days of the commencement of any new or renewed tenancy.

        iii. All private rentals must comply by 1 July 2025.

[10] The landlord's bank statements record a total of $71,220.00 received for rent. The tenancy agreement records that the tenants paid the landlord $1,400.00 for rent on 12 June 2023.

35. In this case, the landlord was required to comply with the standards by 13 October 2023. Breaching the standards is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00.[11]

Ventilation

36. The ventilation standard sets out minimum expectations around windows and doors, and in particular the area of doors and windows that are openable. The standard also requires that each kitchen and bathroom have extractor fans installed with a minimum defined extraction capacity that extract from the kitchen or bathroom to the outdoors.

37. The kitchen had a rangehood, but it did not extract to the outdoors, it just circulated the air.

38. The bathroom did not have an extractor fan. The tenants submit:

> The bathroom had **no extractor fan,** and the only ventilation was through a **large, outward-opening window** located beside the shower. This window had **no lock or secure latch,** so it would often **slam shut in the wind,** and could not be safely left open. The landlord's only suggestion was to "open the window after showering", which was often not safe or possible, especially during winter or storms.
>
> As a result, the bathroom became **infested with black mould,** particularly on the ceiling and in corners. Despite regular cleaning, the mould kept returning due to excess humidity and a lack of proper airflow.

39. I am satisfied that the landlord failed to comply with the HHS for ventilation by failing to have qualifying extractor fans in either the kitchen or the bathroom.

Heating

40. The heating standard requires landlords to provide one or more 'qualifying heaters', with a capacity to heat the room to a required level. The heating standard defines what a qualifying heater would be and confirms that certain types of heaters are unacceptable heaters for the purpose of the HHS.

41. The heating standard requires that heaters in the particular tenancy have a minimum heating capacity. An on-line calculator has been produced in order to determine what level of heating is required for any particular premises, and that can be found at https://www.tenancy.govt.nz/heating-tool/

[11] RTA s 45(1A) and Schedule 1A.

42. The premises did have a plug-in portable heater, but it was not a "qualifying heater" under HHS regulations must be "installed as a fixture to the premises".
43. Moreover, the single heater was not sufficient to meet the standard because it had insufficient kilowatts.
44. The landlord later provided an identical heater, which brought the capacity of the combined heaters up to standard, but again this heater was not fixed so overall, the landlord's heating still did not meet the standard.

Exemplary damages

45. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interest of the other party, and the public interest.[12]
46. Exemplary damages are designed to punish and to deter. They are like a fine. In *Auckland City Council v Blundell* [1986] NZLR 732 the Court of Appeal (Cooke P) said:

> Exemplary and punitive [damages] are different words for the same thing. The damages are exemplary because they are meant to teach an example to the guilty officer and others. They are punitive because they are meant to punish. They are like a fine, though they go to the citizen who has been the victim of conduct.

47. The landlord's tenancy agreement contained template terms that included a section with the subheading "Healthy Homes Standards – current level of compliance", which clearly set out the standards. In filling out the agreement, the landlord has made a calculation that the required heating capacity for the living room is 3.90 kW and that a 2400 kW "qualifying heater" has been "installed in the main living room". For the ventilation section of the agreement, the landlord has not filled out the "tick" boxes to confirm that the bathroom and kitchen have extractor fans.
48. The landlord's explanation for not complying with the standards was to the effect that the unit was warm and dry, so the tenants had no cause for complaint about the premises being technically non-compliant with the standards.
49. I am satisfied that the landlord's non-compliance was with knowledge of the standards and was intentional. The effect of the ventilation breaches was to make the unit more humid, damp, and mouldy than it would otherwise have been. It is in the interests of the

[12] RTA s 109(3).

tenants to order exemplary damages. It is in the public interest that exemplary damages are ordered to punish the landlord and deter this landlord and other landlords from omitting to comply with the standards.

50. It is just to order exemplary damages. I set exemplary damages at $2,400.00 for the breaches, which is one-third of the maximum.

Compensation

51. The tenants also suffered significant loss of amenity in the premises during the relevant period, which was 14 October 2023 (the HHS compliance date) to 9 May 2025 (the tenant's refused the landlord access from this latter date). I assess the loss of amenity at 2.5 percent of the weekly rent for that period.

52. The Tribunal orders $1,435.00.

Did the landlord fail to maintain the premises?

53. The tenants complain that the landlord failed to provide and maintain the premises in a reasonable state of repair in multiple ways, including:[13]

    a. A leaking chimney.

    b. A broken window.

    c. A leaking skylight.

    d. A leaking section of wall board.

    e. A decayed window frame.

Legal principles

54. Under s 45(1)(b) of the Residential Tenancies Act 1969 (RTA), landlords must maintain the premises in a reasonable state of repair. That provision provides:

> **45 Landlord's responsibilities**
>
> (1) The landlord shall—
>
> (a) …
>
> (b) provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises and the period during

[13] The tenants complained of other matters including pest infestations, but I did not hear evidence that supported those claims to the necessary standard of proof.

> which the premises are likely to remain habitable and available for residential purposes…

27. Landlords are liable for defects that they have knowledge of. They must repair defects within a reasonable time once they acquire such knowledge. As the author of *Residential Tenancy Law in New Zealand* explains:[14]

> The landlord's obligation of repair is not absolute. A landlord does not have to foresee a latent and unobservable defect before it causes damage… A landlord therefore must repair within a reasonable time after knowledge of the need for repair: [15]
>
> "…the obligation of the landlord, under s 45, is to investigate and repair a defect brought to its attention within a timeframe which is reasonable in the circumstances and as to what that time is, I think, depends not only on the gravity of the problem but also on the objective evidence of the attempts made by the landlord to investigate, and put right, whatever the problem might be…"

55. Tenants have a duty to notify the landlord, as soon as possible after discovery, of any damage to the premises, or of the need for any repair.[16] However, Landlords also have an obligation to repair things that are apparent from observation:[17]

> However, notice from the tenant is not needed if the landlords knew of the need for repair or the need for repair is apparent from observation…

56. Breaching reasonable state of repair obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00.[18]

The chimney

57. On 24 June 2024, the tenants reported to the landlord that the chimney that served one of the lower units, but which ran through their unit was leaking smoke into their unit and that a thick liquid leaked into the unit during rain. The tenants emailed the landlord:

> The smell from the chimney downstairs has become unbearable, to the point where it is significantly impacting our ability to sleep and overall quality of like.
>
> The entire room is permeated with a strong, burnt odor [sic] that we believe is not only unpleasant but also potentially harmful to our health.

58. The landlord responded by directing the tenants below not to use the chimney fireplace and that the tenants open their windows and clean the residue.

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[14] Stewart Benson *Residential Tenancy Law in New Zealand* (2018) Thomson Reuters at 6.18.
[15] *Collins v Professionals Hutt City Ltd* DC Wellington CIV 2009-085-1431, 24 February 2010 at [15].
[16] RTA, s 40(1)(d).
[17] See n 14.
[18] RTA s 45(1A) and Schedule 1A.

59. The landlord never sealed the chimney leak, and the tenants say sooty particles still frequently infiltrated the unit.

Broken window

60. On 1 September 2024, the one of the back door's glass panels failed. The landlord repaired the glass with duct tape. The repair was inadequate and allowed rainwater to enter, soaking the carpet.

Decayed window frame and window board

61. The tenants submitted photographs showing that a section of window framing was rotting and a wooden board that had been inserted into a window area was failing.

62. The landlord considered these were in a reasonable state of repair. However, I am satisfied that the window framing was not in a reasonable state of repair and the section of board was not an adequate solution to the problem that existed with the original window.

63. The landlord's repair fell below the required standard.

Leaking skylight

64. On 26 October 2024, the tenants reported that a skylight was coming loose. The landlord repaired the skylight himself.

65. However, during Cyclone Tam on 22 April 2025, the skylight blew off allowing rain to pour into the unit.

66. The landlord was proud of his skylight solution, which he had carefully designed and built using his expertise and experience as a commercial architect.

67. Despite the landlord's genuine efforts and expertise, the skylight was not maintained to a reasonable state of repair.

Exemplary damages

68. The landlord failed to provide and maintain the premises in a reasonable state of repair. I find they have committed an unlawful act.

69. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the

party's intent, the effect of the unlawful act, the interests of the other party, and the public interest.[19]

70. The landlord was confident the unit was maintained to an appropriate standard. However, the level of maintenance achieved was done knowingly and in several respects the standard was clearly below that required for a residential premises under the RTA. I find the landlord committed the unlawful act intentionally.

71. The tenants felt anxious about the state of the repairs and their living conditions suffered. The public interest favours an award of exemplary damages. Landlords should be attentive to what the appropriate standards are. Tenants' right to reside in properly maintained premises is to be protected by a penalty that acknowledged the breach and deters other landlords from failing to comply with their maintenance duties.

72. I set exemplary damages at $1,800.00.

Compensation

73. The landlord allowed a rent reduction of $50.00 per week from the purported weekly rent of $750.00 per week, from 22 April 2025. That purported reduction is rendered nugatory because the Tribunal has already confirmed the correct weekly rent was $700.00 throughout the tenancy

74. I consider that the loss of amenity for the landlord's failure to maintain is to be assessed at 2.5 per cent of the weekly rent. The relevant period is 16 June 2023 to 9 May 2025.

75. The total amount ordered is $1,787.50.

76. I also order the landlord to pay the tenants $50.00 to reimburse them for power use to carry out repairs, as agreed.

Did the landlord harass the tenants?

77. In the morning of 8 May 2025, in a rush to get to work, one of the tenants accidentally put his hand through one of the front door's glass panels, seriously cutting his hand, and requiring hospital treatment.

78. The tenants say the landlord arrived shortly after the incident and that he knocked aggressively at the door, demanding answers for the broken door pane. The tenant

[19] RTA s 109(3).

found the landlord's manner accusatory and intimidating. The tenant said she would video the interaction. The landlord told the tenant that he would be calling Police.

79. The tenants also consider the landlord showed up to the premises unannounced and at times that were contrary to his advice.

80. The landlord contacted the tenants to obtain access to the premises. However from 11 May 2025, the tenants refused access because:

> [the landlord's] presence causes us serious distress and we do not feel safe around you.
>
> Your recent message, particularly the outrageous reference to homicide, is deeply disturbing and constitutes harassment and intimidation.

Legal principles

81. A landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises.[20]

82. 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.[21]

83. 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.

84. Black's Law Dictionary[22] defines "harassment" as:

> Words, conduct, or action (usu. repeated or persistent) that, being directed at a specific person annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.

85. The *New Oxford Dictionary of English*"[23] defines "harass" as:

> subject to aggressive pressure or intimidation.

Discussion

86. The tenants claimed the landlord had entered the premises on 8 May 2025 without consent and yelled at the tenant. The landlord denied that he did.

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[20] RTA s 38(2).
[21] RTA s 38(3) and Schedule 1A.
[22] Bryan A Gardener (ed) *Black's Law Dictionary* (8th ed, West Group, 2004).
[23] Patrick Hanks (ed) (Clarendon Press, Oxford, 1998).

87. At hearing, the landlord's demeanour was firm but calm. He was not well-disposed to the tenants' claims but he remained phlegmatic. The landlord had a different interpretation of the events leading to the windowpane being broken, believing one of the tenants had lost their temper and deliberately broken it.

88. I accept the tenant's experience of the landlord's presence at that highly stressful moment - when her partner had had to go to hospital with serious hand wounds - was distressing.

89. However, I do not consider the landlord's actions amounted to an interference with the tenants' tenants' reasonable privacy. The landlord attended the premises with legitimate reason. He withdrew soon after the situation between him and the tenant escalated into dispute.

90. The tenants claimed the landlord's contacting one of the tenant's employers was an interference with privacy. The landlord claim his contact was with the tenant's consent. I am not persuaded on the evidence that the landlord's contacting the employer amounted to an interference with privacy under s 38(2) in the circumstances.

91. This claim is dismissed.

What is owed for rent and water arrears?

92. The Tribunal has decided the issue of rent above. Having found the landlord's purported rent increases are invalid, the landlord owes the tenants overpaid rent.

93. The landlord's claim for water is allowed. The amount charged is less than what would ordinarily be charged for a two-person household.

94. The Tribunal orders $887.12 for water.

Did the tenants leave the premises reasonably clean?

95. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, and return chattels provided for their benefit.[24]

96. The tenants did not leave the premises reasonably clean and remove all rubbish in some minor respects. The landlord's photographs show the entry door, the oven drawer, and the kitchen drawers had not been cleaned to the required standard. There was some fabric and other debris from the deck that had found its way into the

[24] RTA s 40(1)(e)(iii).

guttering. The carpet had some stains. The tenants admit they spilt some coffee on the carpet. The tenants left behind some items including some cartons and a scooter helmet.

97. For the cleaning, $125.00 is allowed. The carpet cleaning claim for $250.00 is allowed.

98. The rubbish removal charge is included in the landlord's invoice for damage repair, which will be discussed next.

99. The amounts ordered are proved.

Are the tenants liable for damage to the premises?

100. The landlord claims the tenants damaged the rimu kitchen benchtop, the toilet lid, a tap, window sashes, a heater, a dehumidifier, a broken window, a hole in the ceiling and two holes in a bedroom wall

101. To succeed in a damage claim, landlords must prove that damage to the premises occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability, the tenant must prove they did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission.[25]

102. In respect to the rimu benchtop, I have viewed the landlord's photographs and heard submissions. The surface of the bench shows wear and tear. I am not persuaded that the damage is more than ordinary wear and tear. Similarly, the damage to the toilet lid, the tap, and window sashes appears to be ordinary fair wear and tear.

103. The tenants are liable for the broken windowpane because regrettable as the tenant's injury was, the damage is more than fair wear and tear and I am not satisfied the damage was not due to carelessness.

104. The tenants accept liability for the heater damage, which may have been caused by attempting to dry clothing by hanging it too near to the heat source. The depreciated value of the heater need to be accounted for. I assess it as 2/5ths.

105. I am not satisfied that a dehumidifier supplied to the tenants was damaged during the tenancy beyond fair wear and tear. The tenants say they used it properly. It is not clear when the damage complained of occurred.

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[25] RTA ss 40(2)(a), 41, and 49B.

106. The tenants also accept the inadvertent ceiling damage due to moving furniture in a confined space. The landlord's photographs did not establish the minor wall damage occurred during the tenancy.

107. I do not allow the landlord's claim for lost rent while repairs were done. The tenant's contribution to damage at the premises was minor and the work required was in keeping with what landlords might ordinarily expect to do between tenancies.

108. The landlord's main invoice is a composite one that also includes the rubbish removal. The contractor invoiced a total of $1,300.00. I have determined that the tenants should pay the landlord $450.00 of that amount for the damage and rubbish removal.

Filing fee

109. The tenants have succeeded in the proceedings to a greater extent than the landlord. It is appropriate to order that the landlord reimburses them for the filing fee.[26]

Non-publication

110. The tenants seek non-publication of their names and identifying details. The landlord did not fill out the formal application form, which includes a question as to whether the party seeks non-publication. I assume the landlord would have answered that question in the affirmative because parties usually prefer to retain privacy where that is available.

111. 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.

112. I have considered the fact that the Tribunal has found against the landlord in respect to not lodging the bond quickly enough, HHS non-compliance, and failing to maintain. Usually, the public interest would weigh heavily towards publication. However, I am satisfied that the premises were overall in reasonable condition, that the landlord is unlikely to breach his bond obligations in future, and that the premises now comply with the HHS.

[26] RTA s 102(4)(b).

113. Both parties have substantially succeeded in the proceedings. I do not consider that publication is in the public interest or is justified because of the parties' conduct or any other circumstances of the case.

114. Therefore, I order non-publication of all parties' details.

R Kee
1 December 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.