[2025] NZTT 5316122

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Jon Hill

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 Landlords' names and identifying details.
2. Jon Hill to pay [The landlord/s] $1,368.25 from the bond, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent owing to 17/07/2025	$1,070.00	
Repairs: outside lights	$270.25	
Filing fee reimbursement	$28.00	
Total award	**$1,368.25**	
Bond	$1,368.25	$911.75

3. The Bond Centre is to pay the bond of $2,280.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]: $1,368.25

Jon Hill: $911.75

Reasons:

1. The landlord, her agent, and the tenant attended a second hearing, held remotely. This was an adjournment to receive new evidence.
2. The landlord has applied for rent owing and compensation for the cost of carpet repair and to replace exterior lights following the end of the tenancy.

How much is owed for rent?

3. The tenancy started on 31 January 2025 and ended on 17 July 2025. Rent was $570.00 per week.
4. New evidence has been received from both parties and this satisfies me that the amount owing for rent is $1,070.00. I award this to the landlord.
5. This is calculated as below:-

Total rent payable (24 weeks x $570)	$13,680.00
Less Total rent paid by tenant	- $12,610.00
Equals	$ 1,070.00

Claim for carpet burn

6. I decided this claim in my first order and repeat my reasons here.
7. The tenant accepts that two small burn marks happened on the lounge carpet during his tenancy when embers came out of the fire.
8. I decided the claim for $270.00 was unreasonable given the marks were very small, and the evidence was that the carpet in the lounge was already marked.
9. I declined to award compensation.

Claim for cost to replace outside lights

10. The landlord claims compensation of $634.00 being the cost paid to an electrician for the replacement and installation of two exterior sensor lights.
11. The landlord says the tenant removed and replaced the two original exterior lights present at the start of the tenancy without her prior consent. The tenant took his replacement lights with him at the end of the tenancy. The original lights were left behind but were no longer electrically connected.
12. The landlord contracted an electrician to reconnect the original lights, but the electrician’s report was that the lights were “damaged and not fit for purpose”. New LED sensor lights have been installed.

13. The tenant does not agree that he should be liable. He says the original lights were malfunctioning and that this was why he asked an electrician friend of his to replace them.

14. It was established in the hearing that the tenant did not tell the landlord that the lights were malfunctioning and did not ask the landlord for permission before arranging for the lights to be replaced.

15. This is a breach of section 40(1)(d) RTA which says a tenant must notify a landlord as soon as possible after discovery of any damage or the need for any repairs.

16. It is also a breach of section 42(1) RTA which says a tenant must not affix any fixture to the premises or make any renovation, alteration, or addition without the landlord's prior written consent. A landlord cannot unreasonably withhold consent for a fixture, renovation or alteration but can require reasonable conditions; s42A RTA.

17. A tenant has a right to make a "minor change" to tenancy premises but must still obtain the landlord's prior written consent. A minor change is defined in section 42B RTA, and, in my view, the replacing of these exterior lights comes within that definition if the electrical work is done by a registered electrician.[1]

18. A tenant who makes a minor change must (unless the landlord and tenant agree on a different arrangement) "… on or before the expiry of the tenancy, return the premises to a condition that was substantially the same as the condition that the premises were in before the minor change was made." Section 42B)4) RTA.

19. If the tenant had notified the landlord that the outside lights were malfunctioning, she would have had a duty to repair them or allow the tenant to replace them as a minor change. If the latter, she could have imposed a condition that the tenant obtain an electrical certificate of compliance for the work to ensure it was safe and met her insurance obligations.

20. The tenant would then have had a duty to return the premises to a condition substantially the same as before.

21. None of these things happened.

22. Instead, the tenant made the decision to replace the lights himself without consultation with the landlord and did not return the premises to the condition they were in. He removed his lights, left the original lights in a shed, and left the wiring to the lights in place with electrical insulation tape over the ends. He later came back and reattached the original lights but did not reattach the wiring, saying that he is not an electrician.

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[1] A minor change must not pose a risk to health and safety that cannot be reasonably practicably eliminated or minimised. The risk from this electrical work can be reduced by engaging a registered electrician as is required under the Electricity (Safety) Regulations 2010.

23. My decisions are:-

    a. that the tenant is liable for the cost incurred by the landlord to engage an electrician to reconnect two exterior sensor lights because he had a responsibility to return the premises to a condition where lights were connected. This is $270.25.[2]

    b. that it is more probable than not that the original exterior lights were of little or no economic value because of their age and condition and were most probably malfunctioning at the time the tenant arranged for them to be replaced. Neither the landlord or the tenant provided evidence of the condition of the lights either at the start of the tenancy or at the time they were replaced. I accept the oral evidence of the tenant's electrician friend[3] in the hearing that the lights he replaced were of an old type ("probably about 25 years old") and that the sensor and directional brackets were broken. The landlord's view is that it is more likely the tenant replaced the lights because he wanted higher strength lighting so he could work on vehicles. Even if this was partly true, I am still satisfied the original lights were old and at or near the end of their economic life. For this reason, I do not award compensation to the landlord for the cost of the replacement lights. This is a cost she would have incurred either during the tenancy or at the end of the tenancy, so she has not suffered a loss from the tenant's actions.

Filing fee and suppression of name

24. I award the landlord the filing fee as she has been partially successful in the claim.

25. I suppress the landlords' names as they have acted reasonably and are not in breach. I do not suppress the tenant's name as he owes rent and arranged a minor change to the premises without the prior consent of the landlord.

N Maplesden
15 December 2025

[2] From the electrician's invoice: $6 (consumables) + $39 (travel) + $190 (time) = $235 + $35.25 gst
[3] I searched the Electrical Workers Register after the hearing and confirm this person holds a current license to practise as an electrician and has done since 1993.

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.