[2025] NZTT 5319961, 5319079

TENANCY TRIBUNAL AT WAITAKERE | TE TARAIPIUNARA RETIHANGA KI WAITĀKERE

APPLICANT:	Barfoot & Thompson Limited as Agent for Daniel Prelipceanu, Mihaela Prelipceanu Landlord
RESPONDENTS:	Flynn Daniel Branson, Liana Florence Grace Briggs Tenants
TENANCY ADDRESS:	Unit/Flat 11, 31 Blease Street, New Lynn, Auckland 0600

ORDER

1. Flynn Daniel Branson and Liana Florence Grace Briggs must pay Barfoot & Thompson Limited as Agent for Daniel Prelipceanu, Mihaela Prelipceanu $50.67 immediately, calculated as shown in table below.

Description	**Landlord**
Rent arrears to 3 August 2025	$1,980.00
Water rates	$50.67
Total award	**$2,030.67**
Minus Bond	-$1,980.00
Total payable by Tenant to Landlord	**$50.67**

2. The Bond Centre is to pay the bond of $1,980.00 () to Barfoot & Thompson Limited as Agent for Daniel Prelipceanu, Mihaela Prelipceanu immediately.
3. The term of the fixed-term tenancy of Flynn Daniel Branson and Liana Florence Grace Briggs at Unit/Flat 11, 31 Blease Street, New Lynn, Auckland 0600 is reduced and has now ended on 3 August 2025.

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.

3. The tenants seek a reduction of their fixed term tenancy, reimbursement of their bond and filing fee. They also claim the bathroom door had no key, and the stairs were unsafe.

Tenants' claims:

Reduction of fixed term tenancy:

4. The tenant has applied for reduction of the fixed-term tenancy due to end on 26 January 2026.

5. The Tribunal may reduce a fixed term tenancy where:

   a. there has been an unforeseen change in the applicant's circumstances; and

   b. there would be severe hardship to the applicant if the term is not reduced; and

   c. the applicant's hardship would be greater than the hardship to the other party if the term is reduced. See section 66(1) Residential Tenancies Act 1986.

6. There has been an unforeseen change in the tenant's circumstances. The tenants entered into a 12-month fixed term tenancy. From the beginning of the tenancy the tenants were concerned about the stairs leading up to their unit. The stairs were a wrought iron staircase made of steel and concrete.

7. The tenants provided photos of the stairs which appeared to be reasonably steep and old. One of the tenants injured themselves on the stairs. The tenants say the stairs had no grip and were dangerous and slippery.

8. The tenant that was injured from dislocating her knee from slipping on the stairs, required surgery. The tenant was on crutches and in significant pain trying to get up and down on the stairs after the injury and surgery.

9. The tenants sought to break their fixed term tenancy because of the safety concerns they had with the stairs after the injury. Furthermore, the inability to use the stairs while injured and recovering from surgery on crutches.

10. The tenants also told the Tribunal that they had concerns over a bathroom door that had no key but a lock on it. They felt concerned that they could get locked into the bathroom without a key and no other way out of the bathroom.

11. The landlord wanted more information about the stairs and the concerns over the safety of the stairs. The tenants were so concerned that they left the property on 6 July 2025.

12. The tenant would suffer severe hardship if the term of the tenancy were not reduced. There is clear evidence that the tenant received a serious knee injury that required surgery after slipping on the stairs. The tenant could not

successfully manage the stairs after the injury. I consider the tenants request in these circumstances, to be reasonable.

13. The landlord would suffer hardship if the term were reduced.
14. I find that the tenant's hardship would be greater than the landlord's hardship.
15. Where the Tribunal reduces a fixed-term tenancy, it may order the tenant to pay the landlord reasonable compensation for any resulting loss. See section 66(2) Residential Tenancies Act 1986.
16. I award compensation of $1980.00 to the landlord, which is the equivalent of 4 weeks rent, which is what they would have paid had this been a periodic tenancy.
17. The circumstance of this case warrants the fixed term tenancy being reduced with no further claims beyond the 4 weeks rent in lieu of notice. The fixed term tenancy terminated on 3 August 2025.

Bathroom key and stairs:

18. Despite raising these issues in their application, the tenants did not pursue these claims beyond what was relevant in their argument reducing the fixed term tenancy.
19. I do not take the claims relating to the bathroom door lock and the stairs any further given the lack of evidence from the tenants.

Filing fee/Bond:

20. The filing fee will not be awarded to either party as both have been successful in their applications.
21. The Bond centre will refund the bond to the landlord for the rent arrears.

Landlord's claims:

How much is owed for rent*?*

22. The tenancy ended on 3 August 2025 due to the findings of the Tribunal in this Order. The landlord provided rent records which prove the amount of $1980.00 owing at the end of the tenancy on 3 August 2025.
23. The landlord has been successful in their claim for rent arrears.

Water bills:

24. The landlord is seeking water bills that cover the period of July to September 2025. As the tenants left the property on 6 July 2025 and the Tribunal reduced the fixed term tenancy to 3 August 2025, I am only considering the July/August bill of $50.67.
25. I am satisfied that the tenants should pay the July/August bill.

26. The landlord did not pursue their claim for the break lease fee and so I have not considered it.

Bond/filing fee:

27. The bond centre is to refund the bond to the landlord to offset the debt owed by the tenants to the landlord.

28. As both parties have been successful, I am not awarding either party their filing fee.

J Northwood
16 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.