TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

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 and Landlords name and identifying details.
2. The tenancy of [The tenant/s] at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], at 5pm on 5 January 2026.
3. The Bond Centre is to pay the bond of $1,960.00 ([Bond number suppressed]) to [The landlord/s] immediately.
4. [The tenant/s] must pay [The landlord/s] $2,098.51 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent arrears to 16 December 2025	$3,475.00	
Repairs: Knifemarks	$55.51	
Exemplary damages	$500.00	
Filing fee reimbursement	$28.00	
Total award	**$4,058.51**	
Bond	$1,960.00	
Total payable by Tenant to Landlord	**$2,098.51**	

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for rent arrears, termination, refund of bond, compensation, reimbursement of filing fee and exemplary damages.
3. This matter was adjourned to allow the Tenant to file her application. This was not filed so has not been determined.
4. At the hearing the Tenant agreed to the amount of rent arrears owing. The Tenant acknowledged that she stopped paying rent because of her issues with mould and repairs that were required at the property.

Should the tenancy be terminated?

5. The Tribunal may terminate a tenancy for breach where, due to the nature or extent of the breach, it would be inequitable to refuse to terminate. See section 56(1) Residential Tenancies Act 1986.
6. Where the breach is capable of remedy the landlord must first serve a notice on the tenant requiring them to remedy the breach within at least 14 days and establish that the tenant has failed to do so.
7. The tenant has breached their obligations by failing to pay their rent on time.
8. The landlord served a 14-day notice on the tenant on 21 August 2025 and the tenant did not remedy the breach within the required period.
9. It would be inequitable to refuse to terminate the tenancy because the Tenant has been in rent arrears since August 2025.
10. The tenancy is terminated.

Is the tenant responsible for the damage to the premises?

11. A landlord 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. See sections 40(2)(a), 41 and 49B RTA.
12. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.
13. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

14. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

15. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

16. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

17. Damage occurred during the tenancy to the skirting board in the lounge. The Landlord provided photographs showing the damage, photographs of the skirting board before the damage occurred, and an invoice for the cost of repairs. The Tenant said she damaged the skirting board in order to investigate possible mould. She explained that she did not wait for the Landlord to investigate because she feared her concerns might not be taken seriously, based on past experiences. However, a tenant is required to notify the landlord of any maintenance issues and allow the landlord to investigate and carry out repairs. The Tenant accepted that she caused the damage.

18. The amounts ordered are proved.

19. I have taken into account betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

    Exemplary damages

20. [The landlord/s] claims the tenant has not allowed them entry to the premises when they were entitled to enter.

21. A landlord may enter the premises during the tenancy with the tenant's consent, in an emergency, or after giving the required notice for inspections and repairs and maintenance. See section 48(1) and (2) Residential Tenancies Act 1986.

22. Breaching this obligation without reasonable excuse is an unlawful act for which exemplary damages may be awarded up to a maximum of $1,500.00. See section 48 (4)(b) and Schedule 1A Residential Tenancies Act 1986.

23. The tenant requested maintenance for ceiling insulation, mould investigation and hotwater cylinder issues. When the Landlord’s contractors attempted to organise access prior to attending the property, the Tenant repeatedly failed to

confirm time periods. On 27 August 2025, the Landlord sent a breach notice to the Tenant for refusing access and then received repetitive harassing text messages, emails and an abusive telephone call from the Tenant screaming. The Tenant sent the Landlord a 14 day breach notice to remedy the mould and dampness issues but did not provide access. On another occasion, the contractors attended the property and the Tenant advised them that the issue was resolved. I find they have committed an unlawful act.

24. 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. See section 109(3) Residential Tenancies Act 1986.

25. The Landlord said the Tenant intended to act unlawfully. The Landlord's position was that the Tenant raised maintenance concerns but then failed to allow access for repairs. This meant the Landlord was unable to meet their legal responsibilities. The Landlord also relied on evidence of harassment and ongoing late rent payments as showing unlawful intent. Email correspondence between the parties was provided. As a result of the Tenant's actions, the Landlord was prevented from carrying out required repairs.

26. The Tenant said her actions were not deliberate. She explained that she suffers from post-traumatic stress disorder, depression, and anxiety, which affected her ability to express herself at times. She said she simply wanted to live in a healthy home. The Tenant worked night shifts and slept during the day. She also had social services visiting the property to discuss matters relating to her son, which involved very personal conversations. She said it was difficult to manage these visits alongside contractors attending the property. On one occasion, a contractor arrived without notice and was let inside by her son. The Tenant said she was fearful of people being in her home because of past trauma.

27. After considering all the evidence, I find that the Tenant did indirectly prevent the Landlord from accessing the property by failing to confirm suitable times for repairs. While I accept that the Tenant worked night shifts and had other commitments, a tenant who reports maintenance issues must take reasonable steps to allow access for repairs. This may require some disruption to personal arrangements, including sleep or other appointments. As this is the first claim of this type, I consider it appropriate to award one-third of the maximum exemplary damages.

28. The amounts ordered have been proven.

29. The Landlord also sought exemplary damages for harassment towards the Landlord, delayed rent arrears and delays in proceedings because the Tenant was meant to file their application. However, these matters are not unlawful acts

for which exemplary damages can be awarded, and this part of the claim is declined.

30. Section 95A of the Residential Tenancies Act requires the Tribunal to grant name suppression to a party who has wholly or substantially succeeded, unless publication is in the public interest or justified by the party's conduct or other circumstances.

31. As the Landlord has been wholly successful, name suppression is granted to the Landlord. The Tenant is ordered to pay the filing fee.

32. Given that the Tenant has disclosed sensitive medical information, I also find it appropriate to suppress the Tenant's identifying details.

A Aiolupotea
17 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.