TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Henry Killian

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 landlord's name and identifying details.
2. Henry Killian must pay [The landlord/s] $2,218.03 immediately, as calculated in the table below:

Description	Landlord	Tenant
Cleaning: Mould	$2,070.00	
Cleaning: Heatpump	$120.03	
Filing fee reimbursement	$28.00	
Total award	**$2,218.03**	
Total payable by Tenant to Landlord	**$2,218.03**	

3. All other claims are dismissed.

Reasons:

1. Both parties attended the hearing.
2. The landlords have applied for termination of the tenancy for anti-social behaviour, as well as seeking compensation relating to tenant breaches.
3. The tenant disputes these claims.
4. The tenant has also raised several issues relating to unlawful clauses in the tenancy agreement, unreasonable rules at the property, healthy homes

breaches and a failure to maintain. However, as discussed, no cross application has been made in respect of these, so I have not considered these as claims. Any evidence provided has only been considered to the extent it responds to the landlords' claims.

5. The periodic tenancy commenced on 24 June 2022.

Should the tenancy be terminated?

6. The landlords have applied to the Tribunal for an order terminating the periodic tenancy on the grounds of anti-social behaviour from the tenant and for breaches of the tenant's obligations.

7. The landlords state that the anti-social behaviour relates to swearing, the use of hate speech and two instances of aggression toward the landlords' child. In particular, where the tenant has shouted angrily at the landlords' son for bouncing a basketball.

8. Subject to certain considerations, the Tribunal must make an order terminating the tenancy if it is satisfied:

    a. on 3 separate occasions within a 90-day period the tenant, or a person in the premises with the tenant's permission, engaged in anti-social behaviour in connection with the tenancy; and

    b. on each occasion the landlord gave the tenant written notice—

        i. describing clearly which specific behaviour was considered to be anti-social and (if known to the landlord) who engaged in it; and

        ii. advising the tenant of the date, approximate time, and location of the behaviour; and

        iii. stating how many other notices (if any) the landlord has given the tenant under this paragraph in connection with the same tenancy and the same 90-day period; and

        iv. advising the tenant of the tenant's right to make an application to the Tribunal challenging the notice and;

    c. the landlords' application to the Tribunal was made within 28 days after the landlord gave the third notice.

9. The issue here is that no formal notices have been issued to the tenant. There are summaries provided to the Tribunal detailing the incidences on 13 November 2025 and 20 November 2025, but formal notices have not been issued by the landlords in accordance and as required under section 55A of the RTA.

10. I have additionally considered whether the requirements for termination under s56(1) have been met, for breach of the tenant's obligations.

11. 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) RTA.
12. 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.
13. Once again, the landlords have failed to meet the requirements. There has been no clear 14-day notice issued to the tenant allowing 14 days to remedy any breach.
14. Although I understand that the relationship between the parties is dysfunctional and causing stress, there are strict formal notice requirements under the RTA before the Tribunal will terminate a tenancy, and these have unfortunately not been met.
15. The claim for termination is dismissed.

Is the tenant responsible for the mould damage at the premises?

16. A tenant must keep the premises reasonably clean and tidy. See section 40(1)(c). A tenant must also not intentionally or carelessly damage the premises. See section 40(2)(a).
17. The landlords claim that the tenant is responsible for mould issues at the property. At a routine inspection in July 2025 the landlords identified severe issues with mould and fleas at the property. Photographs have been provided from the commencement of the tenancy and from this inspection (and later inspections) showing extensive mould buildup on the walls in several rooms and on furniture.
18. The landlords say this is as a result of washing hanging inside, a failure to open windows or curtains and a failure to wipe mould when it initially forms. The landlord says that the tenant has had several opportunities to remedy these issues.
19. The landlords engaged Clear Protect Group to carry out an inspection of the property and has provided a quote dated 8 July 2025 for $2,070.00 to remedy the mould. The quote states: "*We observed a strong smell of mould before entering the flat and noticed a lot of mould on the walls. This is due to curtains and windows being closed as well as wet washing inside the flat which is causing mould in the flat. We strongly suggest that a heat pump shouldn't be installed until the carpet and walls are mould free due to the heat pump spreading mould spores and causing great damage to the flat*."

20. The landlords also claim $120.03 for heat pump mould cleaning (quote provided) to ensure the heat pump doesn't circulate the built-up mould after the professional cleaning is carried out.

21. The tenant says that the mould was due to a lack of heat pump, however, the landlord was advised by professionals that a heat pump should not be installed until the mould issue was rectified. Eventually however, and to ensure that the landlord did not continue to breach their healthy homes obligations, they installed a heat pump on 24 July 2025.

22. On 29 July 2025, the landlords gave the tenant another opportunity to clean the mould, especially in the bedroom, with the next inspection scheduled for 18 August 2025 to check compliance.

23. On 20 August 2025 the landlords carried out a further inspection that showed that no cleaning had been done and there was still extensive mould at the property. The landlords are now concerned that this is causing irreversible damage to the property and seek compensation for the mould cleaning to be done professionally (as quoted) to ensure no further or long-term damage is done to the property. The landlords also say that they received extensive flea bites after being in the property for the inspection.

24. The tenant has provided submissions, photographs and videos that have been considered. Although, as mentioned above, several of the tenant's submissions were for new claims against the landlords that are not being considered here.

25. The photographs provided show extensive mould in the shower, in bedrooms and on furniture (and not just where the heat pump has now been installed).

26. The tenant is required under section 40(1)(c) of the RTA to keep the premises reasonably clean and tidy. This includes ventilating the premises by opening windows, using extractor fans where provided, opening curtain and cleaning.

27. Here I consider the landlords had taken all reasonable steps to prevent mould and listen to expert advice, and the tenant had failed to prevent mould through ventilation, opening windows and curtains and cleaning. There is no evidence to support the claim that the mould was caused by the initial lack of heat pump.

28. I therefore consider that the tenant is responsible for the cost to clean the mould in the premises and that he has failed to keep the premises reasonably clean and tidy.

29. The tenant was provided several opportunities to remedy the mould issues and prevent further issues and the failure to do so considering these warnings and the subsequent and obvious damage must be considered intentional.

30. The damage has occurred by the omission of the tenant to clean the mould and take any preventative steps to prevent mould.

31. The amounts ordered are proved.

32. Because [The applicant/s] have substantially succeeded with the claim I have also reimbursed the filing fee.

33. The landlords requested name suppression and as they have been substantially successful, this is awarded. See section 95A of the RTA. The tenant did not seek name suppression.

R Harvey-Lane
19 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.