TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: Rempstone Property Management Limited

Landlord

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 name and identifying details.
2. [The tenant/s] must pay Rempstone Property Management Limited $1,040.00 immediately, being rent arrears to 19 December 2025.
3. The term of the fixed-term tenancy of [The tenant/s] at [Tenancy address suppressed] is reduced and now ends at 11.59pm on Monday 29 December 2025.

Reasons:

1. Both parties attended the video hearing with Ms Sun representing the landlord.
2. This is a one year fixed term tenancy that started on 20 May 2023 and ended on 19 May 2024. It has been extended twice with the last renewal starting on 20 May 2025 and ending on 19 May 2026.
3. The tenant has applied for reduction of the fixed-term tenancy due to end on 20 May 2026.
4. The landlord has cross applied for a rent arrears order. The landlord has proved and the tenant accepts that the arrears total $1,040 as at the hearing date, 19 December 2025.
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.

Has there been an unforeseen change in the tenant's circumstances?

6. The term "unforeseen" is aligned with concepts such as "unexpected" and "without warning". In a legal context, it must also be taken as the reverse of what is "foreseen such as "unlikely", "not a serious possibility", "not a real risk."

7. The tenant explained that her 77 year old father underwent hip surgery in March this year. His recovery time was expected to be 8 weeks or so. However, he has not fully recovered and still requires the assistance of a walker. The tenant said that her father's health has also deteriorated and there are other issues concerning his memory and ability to look after himself in the home. For those reasons, the tenant's brother was living with their father to provide care and support but unexpectedly found work overseas and has moved away. Therefore, the tenant and her young son have moved in with her father to provide him with necessary care and support.

8. The tenant says there is no other family to assist and it is a very important part of their Māori culture to look after extended whānau, especially elders. They do not wish to place her father in aged care. To that extent intergenerational living is common and valued. While her father's surgery took place before she agreed to extend the tenancy in May 2025, she did not anticipate that she would need to provide in-home care and assistance. This was necessitated by her brother's move overseas.

9. I am satisfied on the evidence that the above situation is an unforeseen change in the tenants' circumstances and it is of the upmost importance that the tenant take care of her father.

Would the tenant suffer severe hardship if the term of the tenancy were not reduced?

10. In the District Court decision, *Bickerton v Lott and Others*, Chief Judge R Young stated[1]: "Severe hardship of course is no an ordinary hardship. It is self-evidently more than ordinary hardship that falls consequent on an event."

[1] *Bickerton v Lott and Others* TT No 756/00, Wellington, 18 December 2000 at [15]

Dictionary definitions of “severe” include: rigorous and harsh; not negligible; worrying; forceful; extreme.

11. The tenant is a solo mother with a young son employed as a health practice manager. She earns approximately $800/week after tax. She is paying board while living at her father’s house of $350 and cannot also afford to keep paying rent of $520 at these premises along with the usual living expenses (food , petrol etc) and a car loan. She has no savings, investments or property interests. Therefore, continuing with the tenancy in these circumstances would cause severe financial hardship. She is also concerned for her father’s well-being to the extent that it would cause her severe stress and worry if she was not able to provide him with live-in support.

12. I accept on the evidence that the tenant would suffer severe hardship if the tenancy was not terminated. However, that hardship must be compared with and be greater than the hardship that the landlord would suffer if the term of the lease is to be reduced at all.

Would the tenant’s hardship be greater than the landlord’s hardship?

13. Ms Sun was unable to provide detailed information about the owners and the hardship they might suffer if the tenancy was terminated. She says that they are a professional couple, who both work full-time and have a young family. They own a residential home and this investment property with mortgage repayments to meet. Ms Sun says she disagrees that the landlords would be “better off” than the tenant but there is scant evidence to support that submission. The landlord has known about the tenants application under s66, since it was served on them on 9 December 2025. Therefore I would have expected them to provide more detailed evidence about their circumstances if they wished to establish that they would suffer greater hardship under s66.

14. Based on the information I have been provided with, I find that the owners are likely to be in a far more financially secure position than the tenant. While the potential loss of rental will cause some impact and possible hardship, they are both employed and appear to have substantial assets to back themselves compared with the tenant. Therefore, I find that the tenant will suffer greater hardship if the tenancy term is not reduced then the landlords would suffer if the tenancy term were reduced.

15. It follows that the tenant has established that there are grounds to reduce the fixed term of the tenancy.

To what extent should the fixed term be reduced and should the landlord be awarded compensation?

16. The next issue is to consider what date the tenancy should end and how the provisions of section 66(2) RTA fit in with an order reducing the term. Where the Tribunal reduces a fixed-term tenancy, it may order the tenant to pay the landlord reasonable compensation for any resulting loss under s66(2).

17. The date on which the Tribunal orders the tenancy to end is a matter of discretion. Depending on the timing of the order, this could in itself result in compensation to the landlords.

18. The tenant gave notice in October 2025 that she wished to end the tenancy. She signed a break lease agreement on 24 October in which the landlord agreed to find a replacement tenant in consideration for the tenant covering the reasonable costs of doing so and paying rent until a new tenancy started. The break agreement anticipated that the premises would be available for a new tenant from 1 December and, on that basis the tenant planned to vacate (and did vacate) the premises on 30 November.

19. The tenant complains that the landlord has not taken reasonable steps to relet the premises after she signed the break lease agreement. While the landlord is advertising the premises on several platforms, they only show the premises to prospective tenants who must make an enquiry and then confirm a viewing time. In other words, the viewings are by appointment only. Between 29 October and 11 December, there have been 17 enquiries but only 2 groups have confirmed and attended a viewing. One group applied for the tenancy but did not sign a tenancy agreement. Since 11 December, no progress has been made. At the hearing, I asked the landlord why they have not considered making a time slot for “open home” viewings rather than by appointment only to encourage prospective tenants to view. Ms Sun said that they may consider this.

20. The other issue of concern to the tenant is that the landlord is advertising the property at a higher rent of $540. The rent payable under the tenancy agreement until 19 May 2026 is $520. She considers that they ought to consider dropping the rent to attract a tenant. Ms Sun says that a current rent appraisal justifies a rent of $540.

21. Ms Sun did not really offer a reason as to why the premises were not yet let saying they are advertising on several platforms and constantly reaching out to contacts; the area is popular; but the market is slow with the enquiry rate and quality of tenants not there.

22. I asked the tenant what efforts she has made to find a replacement tenant. She said that she has been sending the advertising link to people looking for a place to rent online. However, she also notes that the landlord offered 2 options for dealing with the break lease: either the tenant find a replacement tenant or the

landlord find one. She opted for the landlord to do it. However, I note that this does not preclude the tenant from making her own efforts as well.

23. I take into account the above factors and agree that the landlord could do more to encourage prospective tenants by, for example, holding open home viewings and look at reducing the rent rate to equal what the tenant is required to pay for the tenancy. The landlord has had ample opportunity over the last seven weeks to re-tenant the property and likely needs to reconsider their methods.

24. Taking all those matters into account, I consider a period of two months after the premises were first listed for re-letting (on 29 October) is a reasonable amount of time for the landlord to find a replacement tenant. Therefore, the fixed term is reduced and is to terminate on 29 December 2025. While the tenant vacated the premises on 30 November, she is responsible for ensuring that they are left reasonably clean and tidy at the end of the tenancy. By ending the tenancy on 29 December, she has an opportunity to check that the premises are in order.

25. I consider that the rent payable by the tenant to 29 December is reasonable compensation for the landlord under s66(2). The tenant must also pay the arrears owed up to and including 19 December 2025 of $1,040. Orders are made accordingly.

26. As the tenant has substantially succeeded with her application she is entitled to suppression of her name and identifying details as requested. As the landlord has also succeeded with their rent arrears application, each party is to wear the cost of the application fee.

K Stirling
20 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.