TENANCY TRIBUNAL AT HAMILTON | TE TARAIPIUNARA RETIHANGA KI KIRIKIRIROA

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the tenant's and landlord's name and identifying details.
2. [The tenant/s] to pay [The landlord/s] $25.00 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay $25.00 from the bond to the landlord, and the remainder of the bond or $2,535.00 to the tenant.

Description	**Landlord**	**Tenant**
Rubbish removal	$25.00	
Total award	**$25.00**	
Bond	$25.00	$2,535.00

Reasons:

1. Both parties appeared by video. A Farsi Interpreter also assisted the Tribunal.

Background

2. The tenancy commenced on 07 November 2024 and is for a fixed term of three years. On 05 March 2025, both tenant and landlord filed claims with the Tribunal.

3. On 24 March 2025, the matters were scheduled for a Case Management Conference (CMC) to be conducted by telephone on 11 April 2025. The purpose of the CMC was to clarify the claims and make any directions necessary.
4. Both parties attended the CMC.
5. On 30 May 2025, the claims were set down for an in person hearing at the Tauranga Courthouse on 19 September 2025.
6. Both parties appeared. The tenant appeared in person; the landlord appeared by telephone.
7. The parties advised that the tenancy had ended on 31 August 2025. On that basis the landlord no longer sought termination and possession, but sought to amend their application to include post tenancy claims for cleaning, rubbish removal, and damage.
8. The Tribunal heard the evidence concerning all the tenant's claims, and then adjourned the landlord's claims for disclosure. On 13 November 2025, the matter was scheduled for a second hearing day on 24 November 2025.

Tenant's claims

9. The tenant claims the landlord:
    i. Failed to provide the tenant vacant possession at the commencement of the tenancy,
    ii. Failed to provide and maintain the property in a reasonable condition, namely:
        - The oven,
        - Wash house windows,
        - Back door window,
        - Water tank,
        - Lock to wash house door,
        - Mould on kitchen ceiling,
        - Toilet set in bathroom.
        - The roof.
    iii. Breached their right to reasonable peace comfort and privacy amounting the harassment,
    iv. Unlawfully entered the property,
    v. Failed to comply with the Healthy Homes Standards relating to ventilation,

vi. Misled the tenant about the intended use of a separate dwelling located near the tenant's property,

vii. Included terms in the tenancy agreement relating to water and electricity that are contrary to the Act.

Vacant possession and misleading statement

10. The property is in a rural setting, was built in the 1970s, and consists of a four-bedroom house with a main bathroom, two toilets, a kitchen, dining/lounge area, laundry, and garage. The section also contains a self-contained container house built in 2023, which is approximately 30 metres from the main house. There is also a caravan offered for let in a nearby paddock.

11. The tenant stated that at the viewing, they raised the use of the container house due to its proximity to the house. They say the landlord advised that it was not part of the tenancy, which they accepted, and that it would be used by the landlord during the holidays and otherwise only infrequently. The tenant stated that they were happy with this arrangement. They also say they were told that the landlord would retain one half of the double garage to store possessions, as well as the corresponding area in front of the garage for parking. The property is not on a reticulated water supply. The tenant states that they were to have access to a water tank supplying the container house if required, and use of a pergola adjacent to the container house when it was not in use by the occupants of the container house.

12. The tenant states that the landlord used the container house during the following holiday break, but then, on 7 January 2025, without consultation or warning, moved their parents into the container house to live. This resulted in a breakdown of the landlord–tenant relationship. The tenant claims that they were misled, and that the landlord failed to provide vacant possession.

13. The landlord states they offered the tenant the option of renting the container house as well, but the tenant declined. The landlord says they then made it clear that they would continue to use the container house at their discretion and that this was included as a term in the agreement. They deny ever limiting possible use to holidays only. The landlord also states that the container house has its own tank water supply and denies offering the tenant use of the tank. However, they agreed that the tenant could access the pergola.

14. On 19 December 2024, the tenant messaged the landlord stating :

> "We had a talk with [landlord], and he mentioned his parents will be living in the container house from next year permanently... If this is the case, we will need to sort a second mailbox/ address for the property as we were under the impression you guys were only going to be using the container house in the holidays, so mail wasn't going to be an issue."

15. On 03 January 2025, the tenant emailed the landlord:

> "Just wanting to clarify that the container house will be used as a holiday home as we agreed to upon signing not a permanent residence as this wasn't discussed with us or agreed to."
>
> The landlord replied "… the container house will be used as per the agreement."

16. The tenancy agreement dated 09 October 2024 contains the clause "Container House: The tenant acknowledges that there is a two-bedroom container house on the property that will be used at the landlord's discretion."

17. The tenant accepts that this clause is contained in the agreement but claimed there had been a verbal agreement restricting the use of the container house. The tenant put this to the landlord, who stated that there had been a misunderstanding on the tenant's part, denied making any restriction, and maintained that the intended use was clearly explained.

Law

18. The onus of proving these claims rests with the tenant. The standard required is on the balance of probabilities. The tenant must establish more likely than not that the landlord has breached the terms of the agreement or provisions of the Residential Tenancies Act 1986 (Act).

19. Section 37 of the Act provides that at the commencement of the tenancy, the landlord must ensure the tenant is able to take possession of the premises without any other person lawfully occupying them.

20. Under section 78(1)(g) of the Act, the Tribunal may, where it appears that an agreement between the parties has been induced by misrepresentation, make orders varying or setting aside the agreement, either wholly or in part.

21. In *Gillies v Blackham and Co Real Estate Limited* [2021] NZTT Timaru 4297433 at para [6], the Tribunal stated:

> "A misrepresentation is a false statement of fact made by one of the contracting parties to the other. Silence is not a misrepresentation unless the maker of the statement has a duty in law to speak."

22. A tenant alleging that they were induced to enter an agreement by a misrepresentation must establish:

    - That there has been a false statement of fact,
    - That the statement was made by or on behalf of the landlord,
    - That they relied on the misrepresentation, and
    - That the misrepresentation caused a loss.

Decision

23. This is a tenant said versus the landlord says situation. The tenant alleges the landlord made misleading statements about the intended use of the container

house. The landlord denies this and states the intended use is that contained in the agreement.

24. The tenant's email of 19 December 2024 states that they were "under the impression" as to the intended use of the container house.

25. The email exchange of 03 January 2025 shows the tenant seeking clarification and the landlord responding that the container house would be used as per the agreement. The tenancy agreement expressly provides that the container house will be used at the landlord's discretion.

26. On the available evidence, there is nothing confirming that the landlord agreed to restrict the use of the container house. The written agreement supports the landlord's position. I am therefore not satisfied that the landlord has misled the tenant or failed to provide vacant possession.

Failed to provide and maintain the property in a reasonable condition.

The oven

27. The tenant states on the first day of the tenancy the oven door fell off. They messaged landlord, who responded by sending a short video clip showing how to reattach the door. The issue related to the hinge. The tenant stated that they waited approximately ten months for a replacement oven. While the oven could still be used, they state the lack of proper seal affected its efficiency. They state that they raised the matter again when the landlord visited the property around December 2024, and later with an agent, engaged by the landlord in March 2025 following a breakdown in the relations between the parties, and that it was replaced shortly afterward.

28. The landlord stated that the were aware of the fault but believed that the video explaining how to re attach the door had been sufficient, and that they had heard nothing further until raised by the agent. The landlord accepts that they had visited the property in December 2024 but denied that it had been raised.

Wash house windows.

29. The tenant stated that there was a crack to a window in the wash house, with tape over it. The tenant state this was recorded it in a pre-tenancy inspection report which they had completed unilaterally. The landlord accepted that they had not completed a pre tenancy check list but stated they had taken photographs of the property at the commencement of the tenancy. There is no photograph of the window in question. The landlord stated that they had no record of the issue being raised, and the tenant accepted that they had not raised it with the landlord during the tenancy.

Back door window

30. The tenant stated that the window in the back door had a small crack. Again, there is no photographic evidence, and it was not raised with the landlord during the tenancy.

Water tank

31. The property is not on a reticulated (town) water supply. Rain and bore water are collected in a concrete storage tank. The tenant states that in February 2025 they noticed small leaks around the base of the tank and advised the landlord. Photographs have been produced showing some small cracks. They state that the landlord's parents, who were residing in the container house on the property, unsuccessfully attempted to repair the leaks. The container house has its own water tank. The tenant stated that they continued to raise the issue but felt their concerns were dismissed. They were concerned that the tank was fragile and may rupture, and that algae forming around the cracks may contaminate the water. They state they requested the water be tested but the landlord declined.

32. The landlord state they had attempted to repair the tank on three occasions. Ideally, the tank would have been drained and repaired from the inside, but following the breakdown of the relationship in March 2025, they considered that this was not feasible. While they accepted that there were some small cracks, these did not affect the tanks storage capacity. They deny there was any risk of contamination and stated that the tank had been cleaned prior to the tenancy. The landlord also stated that no request had been made to have the water tested and that, to their knowledge none of the occupants had become unwell.

Lock to wash house door

33. The tenant stated that there had been issue with the lock to the wash house. This was addressed by the tenant and was not raised with the landlord.

Mould on kitchen ceiling

34. The tenant claims that mould formed on the kitchen ceiling. They state they raised this with the landlord and had been advised to clean it with water only. No photographs have been produced, and there is no documentary evidence confirming the issue was raised during the tenancy.

Toilet set in bathroom.

35. The tenant states that one of the wooden toilet seats had been cracked and repaired before the commencement of the tenancy. The tenant was concerned that the repair might fail, and they could be blamed. A photograph of the seat shows a resin repair. While the seat had been noted at the commencement of the tenancy, it had not been raised as an issue with either the landlord or the agent.

Roof

36. The tenant stated that they discovered a roof leak at the end of November 2024, when they noticed water dripping from the ceiling. They have produced a photograph, which they sent to the landlord. The tenant states that the landlord visited soon afterward and “banged some nails.” Shortly afterward, a roofing contractor also attended. However, the leak remained unresolved. The landlord and roofing contractor attended again and identified that some nails on an older part of the roof required replacing. The tenant stated that water then leaked through the ceiling in the lounge by the front door. They claim the leak occurred each time it rained and, despite raising the issue, it remained unresolved. The tenant states that around Easter 2025, another leak occurred further down the hallway, coming through the smoke alarm. They advised the landlord, and the contractor attended. The tenant states that the contractor could not identify the fault, and the landlord blamed the tenant.

37. The landlord agreed that they were aware of three leaks, one of which, in April 2025, coincided with the installation of a fireplace. The landlord stated they commissioned a roofing report in July 2025, which has been produced and confirms that the roof was showing signs of fair wear and tear. The landlord believed they had responded each time they were notified and that all issues had been resolved by the end of the tenancy.

Law

38. Under section 45(1)(b), the landlord must provide and maintain the property in a reasonable state of repair.

39. In *Collins and Bertoni v Professionals Hutt City Limited*, DC Wellington CIV 2009 085-001431, 24 February 2010 the Court stated:

> “I consider that the obligation of the landlord, under section 45, is to investigate and repair the defect brought to its attention within a timeframe which is reasonable in the circumstances, and as to what that time is, I think, depends not only on the gravity of the problem but also on the objective evidence of the attempts made by the landlord to investigate, and put right, whatever the problem might be”.

40. Whether the landlord has failed to meet their obligations will involve an objective assessment of the evidence.

41. Under section 45(1) (ca), if the property is not on a reticulated water supply (council supplied mains water), the landlord must provide an adequate means for the collection and storage of water.

42. The onus of proving these claims rests with the tenant. The standard required is on the balance of probabilities. The tenant must establish more likely than not that the landlord has breached the terms of the agreement or provisions of the Act.

Decision

43. I am not satisfied the back door window, wash house window, and toilet seat were raised as issues during the tenancy. That the oven door remained an ongoing issue was not raised with the landlord.

44. There is insufficient evidence regarding the alleged mould on the ceiling. No photographs on which to make an objective assessment have been produced.

45. While there are small leaks present in the water tank, I am not satisfied that the landlord has failed to respond appropriately or that there has been a failure to provide an adequate means for water storage.

46. On the evidence I am not satisfied that the landlord has failed to respond appropriately to the three reported roof leaks.

47. The claims that the landlord has failed to meet their obligations under section 45(1)(b) and (ca) are dismissed.

Interference with reasonable peace comfort and privacy amounting the harassment.

48. The dispute concerning the use of the container house in January 2025, followed shortly afterward in February by an allegation that a family member of the tenant was residing at the property contrary to the terms of the agreement, resulted in a fractured relationship between the parties. This breakdown gave rise to a number of ongoing disputes, including:

    - Disagreements regarding a CCTV camera installed above the garage prior to the commencement of the tenancy to monitor the shared driveway and parking area in front of the garage reserved for the landlord, which the tenant believed had been used inappropriately.
    - Disputes concerning access to and use of the land surrounding the tenant's property and the container house.
    - Whether the occupants of the container house were entitled to use the council supplied rubbish bins.
    - Multiple occasions on which the parties had contacted Police, who attended the property in relation to disputes arising from the tenancy. These disputes included issues relating to access to water and the parking area, as well as complaints made by each party alleging assault, threatening behaviour, and theft.
    - Despite the engagement of a third-party agent in March 2025 in an attempt to manage the deteriorating relationship, allegations of ongoing intimidation and harassment by the landlord.
    - Notifications made by the tenant to the local Council and other agencies including allegations of tax fraud made to IRD concerning

the use of the container house, which resulted in a notice to fix being issued against the landlord.

- The landlord charging the tenant's family member rent for parking their van at the property when according to the tenant they were not required to do so.

Law

49. Under section 38(2) of the Act, a landlord must not cause or permit and interference with the reasonable peace, comfort, or privacy of the tenant in their use of the premises.

50. In the case of *Smith v Floris,* Auckland TT 1404/93, 9 March 1994 at 6, the Tribunal stated:

> "Quiet enjoyment means effectively the right not to have the quality of the tenancy significantly impaired by actions of the landlord and/or the landlord's agents. Balanced against that, however, one must bear in mind that landlord/tenant relationships tend to be between individuals and that will inevitably involve some interaction between them on a personal level. It is important not to allow a simple clash of personality to become the sole basis for a claim for a breach of this type."

51. Under section 39(3) an interference that also amounts to harassment is an unlawful act for which exemplary damages up to a maximum of $3,000.00 may be awarded.

52. Harassment is not defined in the Act. In the case of *MacDonald v Dodds*, CIV-2009-019-001524, DC Hamilton, 26 February 2010, the Court considered harassment to mean "to trouble, worry or distress" or "to wear out, tire, or exhaust" and "indicates a particular pattern of behaviour directed towards another person".

53. Whether interference has occurred will depend on the proven facts and an objective assessment of whether the act in question exceeds what a tenant could reasonably be expected to endure under the circumstances.

Decision

54. The disputes identified arose in the context of a fractured relationship following disagreements about the container house and the subsequent allegations concerning occupancy. From that point onwards interactions between the parties appear to have become increasingly adversarial, with both parties contributing to the escalation of the conflict.

55. The disagreements over the CCTV, access to shared areas, rubbish bins, parking, water, and the repeated involvement by Police by both parties suggest a mutually high conflict tenancy, rather than any sustained or deliberate course of conduct by the landlord intending to harass the tenant.

56. Applying the principles, in *Smith v Floris*, I find that the alleged breaches stem from a mutual breakdown in the relationship and a clash of personalities rather than the conduct of the landlord.

57. The claim is dismissed.

Unlawfully entered the property.

58. The tenant claims that the landlord unlawfully entered the property during the tenancy. The landlord denies the allegation.

Law

59. Section 48(1)(a) of the Act states a landlord may enter the premises during the tenancy only with the tenant's consent, or under section 48(1)(b) in specific circumstances as set out in section 48(2) – (3) (such as for inspections, repairs, or to show the property to prospective tenants or buyers). Entry into premises other than in accordance with this provision is an unlawful act.

60. Section 48 (7) states: "In this section premises do not include land or facilities".

Decision

61. There is no evidence that the landlord or their agent entered the tenant's house without notice or the tenant's consent. The claim is dismissed.

Failed to comply with the Healthy Homes Standards (HHS) relating to ventilation.

62. The tenant's claim is that the landlord has failed to comply with the Healthy Homes Standards (HHS).

63. There was no HHS compliance statement provided with the agreement. In March 2025, the tenant requested a copy of any HHS report from the agent. Shortly afterward, they received a copy of an HHS report dated 24 August 2024. The report has been produced. The report states that the property failed to meet the HHS ventilation standards in the bathroom.

64. However, the tenant noted that the property did in fact have a bathroom fan and states they asked for an updated report, sending a request to the landlord, the author of the report (who said they could not assist), and the agent, but received no reply.

65. There is no updated HHS report. The landlord stated that on 18 January 2025, the tenant had asked for the HHS report. The landlord stated that they, and not the agent, had sent the report dated 24 August 2024, and that they had included the invoice dated 10 September 2024 for the installation of the fan.

Law

66. Section 45(1) (bb) requires the landlord to comply with the Healthy Homes Standards Regulations 2019 (HHS), which set out the minimum requirements for

heating, insulation, ventilation, drainage, and draught stopping for residential rental properties.

67. The HHS requirements covering heating, ventilation, drainage, moisture ingress, and draught stopping for this tenancy took effect on 01 July 2025.

68. Section 45(1AC) requires landlords to provide, within 21 days, any Healthy Homes Standards information requested by the tenant as described in section 123A(1)(e).

Decision

69. There is no evidence that the property failed to meet the Healthy Homes Standards. There was no updated HHS report to disclose. Disclosure of the invoice confirming the installation of the fan was sufficient to meet the requirement under section 45(1AC). No breach has occurred.

Included terms in the tenancy agreement relating to water and electricity that are contrary to the Act.

70. The tenant states that the tenancy agreement contains a clause that the tenant is responsible for maintaining the water treatment (UV filter systems) costing approximately $35.00 per month. The tenant states it is the responsibility of the landlord to maintain the water system, which includes the filter.

71. The tenant states that at the commencement of the tenancy the power supply for the container house, pergola, and caravan was via the main meter box at the tenant's property. The electricity account is in the tenant's name. Approximately one month after the commencement of the tenancy a check meter was installed for the container house and the caravan. Each month the tenant took a photograph of the check meters and sent the reading together with the invoice to the landlord who would reimburse the tenant accordingly. The tenant stated that they had initially enjoyed a low user tariff. However, the subsequent full-time occupation of the container house and the caravan resulted in the tenant graduating from the low to a higher tariff, something over which they had no control.

72. The landlord accepted that the usage for the caravan and container house was high and had resulted in the rate increase.

73. Between the first and second hearings the tenants had been invited to provide details of when the rate increased, and how much extra the tenant was charged at the higher rate. The tenant has decided not to provide this information.

Law

74. Under section 39(3) of the Act, the tenant is responsible for all outgoings in respect of the premises that are exclusively attributable to the tenant's occupation.

75. Under section 11 of the Act contractual provisions which exceed an obligation under the Act are unenforceable against tenants unless the Tribunal considers there are special circumstances.

76. Under section 45(1) (ca), if the property is not on a reticulated water supply (council supplied mains water), the landlord must provide an adequate means for the collection and storage of water.

Decision

77. The clause requiring the tenant to maintain the water treatment system exceeds the tenant's obligations under the Act and is unenforceable. However, it appears this clause was amended once highlighted by the tenant, and no charges were levied against them.

78. In this case, the increased electricity usage, resulting in the tariff increase, was not exclusively attributable to the tenant, but rather the occupation of the container house and the caravan.

79. However, despite being given the opportunity to quantify any loss of the low user tariff the tenant has elected not to provide evidence of the date of the rate change or the additional costs incurred. In the absence of this evidence the Tribunal is unable to make a monetary award.

Landlord's claims

80. The landlord claims that the tenant:

    i. Failed to leave the property reasonably clean and tidy,
    ii. Failed to leave the lawns and gardens in a reasonable condition,
    iii. Damaged fruit trees,
    iv. Has damaged a security camera,
    v. Failed to account for a mirror (chattel),
    vi. Failed to return the key to the bathroom,
    vii. Has breached an agreement concerning furniture.

Cleaning

81. The landlord claims the tenant failed to leave the property reasonably clean. The landlord produced photographs showing some areas of the property that they claim were not left reasonably clean.

82. The tenant accepts that they missed some skirting boards and shelves but generally denies the allegation. The tenant refers to an end-of-tenancy inspection report completed by the landlord's agent, which records the property as having been left reasonably clean.

Law

83. The Act does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable, and not on the subjective opinions of the landlord and tenant. Determining whether the tenant has failed to leave the property reasonably clean and tidy, and remove all rubbish, will involve an objective assessment.

Decision

84. While some areas may have been missed, my overall objective assessment is that the tenant has not failed to leave the property in a reasonably clean condition.

Lawns and gardens

85. The landlord claims the tenant failed to leave the lawns reasonably tidy and left garden waste. The end-of-tenancy inspection report contains some photographs of the lawn. The landlord has also produced a photograph of the garden waste, taken by the landlord's parents.

86. The tenant states that, leading up to the end of the tenancy, the weather had been inclement. They had mown the lawn with a line trimmer and had intended to return to go over the lawn again but had been barred from doing so. The tenant states that they had discussed with the landlord and had been given permission to use a suitable area for compost but were not under the impression that they would be required to remove compost material at the end of the tenancy.

87. The landlord agreed that they had permitted the tenant to use the area, but not as a compost area, and that any garden material placed there would need to be removed. The landlord refers to a comment recorded in the end-of-tenancy inspection report by the agent, stating: "tenant to collect debris from outside the house."

Law

88. Under section 40 of the Act, at the end of the tenancy the tenant must leave the lawns and gardens in a reasonable condition and remove or arrange for the removal of all rubbish, this includes garden waste.

Decision

89. There are no photographs showing the condition of the lawn at the commencement of the tenancy, and only limited photographs showing the lawn at the end. The demarcation of the grounds has been one of the issues in dispute concerning the allegations of interference. On the evidence, I am not satisfied that the tenant has failed to leave the lawns in a reasonable condition. While the tenant may have intended to return and go over the lawn again, this does not mean that the lawns were not left reasonably kempt at the time they vacated.

90. The "compost" area has not been defined as one would usually expect. The material, which contains items not usually associated with composting, has been

placed against a piece of corrugated iron leaning against a fence. I am not satisfied that this is compost; it appears to be garden waste for which the tenant was responsible for removing.

91. Although I am not satisfied that the tenant has breached their obligation in relation to the lawns, the same cannot be said of the garden waste. The landlord is claiming $50.00 to remove the material. Considering the amount and type of waste, my view is that reasonable compensation is $25.00.

Fruit trees

92. There are some fruit trees in a paddock next to the house and near the container house. The landlord claims the tenant pruned, and therefore damaged, some of the fruit trees without permission. The landlord has produced photographs showing the trees with pruned branches lying underneath. The landlord's parents state they witnessed the tenant removing the branches and called the landlord, who then contacted the agent.

93. The tenant stated that they had mentioned the trees in passing to the agent. They claimed that some branches had been encroaching on the neighbour's property and that some of the lower limbs had spikes, which were dangerous to children and impeded mowing the grass around them.

94. The tenant denied damaging the trees, stating that they had sought professional advice and then removed one branch from the orange tree, one from a grapefruit tree, and had trimmed the lower branches from a lemonade tree.

95. The landlord stated that they had not pruned the trees since purchasing the property in 2021. The landlord questioned the tenant's motivation, noting that during the tenancy the tenant had not kept the gardens reasonably tidy, and was unsure why, all of a sudden, the tenant decided to prune the trees without notice when this had not previously been raised as an issue or communicated to the agent.

Law

96. To succeed with a claim for damage the landlord must prove that damage 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.

97. Fair wear and tear can be described as damage which might reasonably be expected to naturally occur over time, such as the deterioration or gradual wear occurring with everyday use. See *Taylor v Webb* [1937] 2KB 283 (CA).

Decision

98. The tenancy agreement provides that the tenant is responsible for the maintenance of the gardens and lawn, but it is silent on the maintenance of the trees.

99. While the tenant may have raised the matter in passing with the agent, I am not satisfied that the tenant made a formal request to have the trees pruned. There is also no evidence that the tenant has sought the landlord's consent to prune the trees themselves.

100. Although the tenant pruned the trees without the landlord's consent, the absence of consent does not necessarily establish that damage has occurred. There are no close-up photographs showing the method of pruning, and there is insufficient evidence that the trees have in fact been damaged. The claim is dismissed.

CCTV camera

101. In 2022, and prior to the tenancy, the landlord installed a CCTV camera on the garage to monitor their parking area in front of the garage, as well as the shared driveway and entrance off the road outside. The camera is monitored remotely by the landlord. Shortly after the tenancy commenced, disputes arose concerning the placement of the camera and whether it was being used to monitor the tenant. An issue also arose regarding the source of power for the camera, which was drawing electricity from the tenant's power supply. The landlord ran an underground cable from the container house to the camera. The landlord states that, despite this, the tenant unplugged the camera thirteen times, and that on each occasion the landlord's parents plugged it in again. The landlord states that the camera is now unable to be rebooted and requires replacement. The landlord has produced a screenshot they claim shows that the camera is no longer working.

102. The tenant accepted that they had unplugged the camera but denied doing so thirteen times. The tenant maintained that the camera had been used to monitor them, and that there was no evidence the camera was in fact damaged.

Law

103. Under section 49 of the Act, the tenant is liable for damage to the property that is the subject of the tenancy agreement. Under section 40(1)(e)(iv), at the end of the tenancy the tenant must return all keys, security cards, pass cards or other such devices provided by the landlord for the tenant's use. Section 40(1)(e)(v) further requires the tenant to leave all chattels provided by the landlord.

104. Read together, these provisions require the tenant to return all chattels and other items provided with the property in no worse condition than at the commencement of the tenancy, subject to fair wear and tear.

Decision

105. The CCTV camera does not form part of the tenancy agreement, it has not been provided as a chattel or for the use of the tenant. Accordingly, it does not form part of the tenancy for the purposes of section 40 and 49. Any alleged damage

to the camera said to be caused by the tenant therefore falls outside the jurisdiction of the Tribunal. The claim is dismissed.

Key to bathroom

106. The landlord states that the lock on the bathroom door had an older style key. They could not locate the key at the end of the tenancy.

107. The tenant cannot recall a key being provided, and state that had there been, it would have been returned.

Law

108. The tenant must return all keys provided with the tenancy.

Decision

109. The tenancy agreement lists the keys provided as 1 x rear garage door key, and 2 x front door keys. It does not refer to the missing key. There is insufficient evidence that the key was provided, and the claim is dismissed.

Missing mirror

110. The landlord claims that the tenant failed to return a mirror in the bedroom. The mirror is not listed as a chattel, although it can be seen affixed to the wall in one of the pre-tenancy photographs produced by the landlord. The landlord states that the mirror was broken by the tenant and left in a wardrobe.

111. The tenancy agreement contains a clause stating that the “tenant shall not remove any chattels from the premises and will replace any damaged or lost chattels with others of like value.”

112. The tenant states that the mirror was damaged during the tenancy, so they removed it and purchased a replacement mirror of a similar type, which they then left in the wardrobe, believing that if reinstalled, the mirror might be damaged again. They state they reported this to the agent, who recorded in the end-of-tenancy inspection report that the mirror was in the wardrobe.

113. The landlord claims the replacement mirror is not of like value.

Law

114. A tenant must return all chattels in the same condition they were at the commencement of the tenancy, subject to fair wear and tear.

Decision

115. There are no photographs of the replacement mirror. The Tribunal is unable to objectively assess whether it is a like-for-like replacement. The onus is on the landlord to prove that it is not. The claim is dismissed.

Another claim

116. During the tenancy, the parties entered into an agreement under which the tenant purchased furniture from the landlord. The landlord states that the tenant has breached the agreement, which the tenant denies. The agreement does not arise out of the tenant / landlord relationship and does not concern the tenant's right of occupation. It is collateral to, and does not form part of the tenancy, and accordingly does not fall within the jurisdiction of the Tribunal.

Costs

117. Under section 102 (4) of the Act, the Tribunal has the discretion to reimburse the filing fee of a party that has been partly successful with their claim.

118. The landlord has succeeded with only one of their claims. While they have been partly successful, I am not satisfied that it is appropriate to order reimbursement and no orders are made.

Name suppression

119. Both parties seek name suppression.

120. Section 95A of the Act provides that on the application of a party that has been wholly or substantially successful in proceedings, the Tribunal must order that the parties name or identifying particulars not be published, unless the Tribunal considers that it is in the public interest to publish the names of the parties, or is justified because of the parties' conduct, or any other circumstances of the case.

121. Neither party has been either wholly or substantially successful with their own claims. However, each party has been either wholly or substantially successful defending the claims made against them. In the circumstances, I am therefore satisfied that each party has been substantially successful in the proceedings for the purposes of section 95A. On that basis, both are granted name suppression.

G Barnett
21 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.