[2025] NZTT 5380550

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Sam Katoa, Sharday Wessels

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. The tenancy of Sam Katoa and Sharday Wessels at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], at 11.59pm on Monday 5 January 2026.
3. Sam Katoa and Sharday must pay $28.00 from the bond being reimbursement of the filing fee.
4. The Bond Centre is to pay the bond of $28.00 ([Bond number suppressed]) to [The landlord/s] immediately.
5. The balance of the claim is dismissed.

Reasons:

1. Both parties attended the hearing which took place by teleconference. Ms Wessels appeared for both tenants.
2. For ease of reference I will refer to the tenants in the singular.
3. The landlord has applied for
    a. termination of the tenancy,

b. rent arrears,

c. water rates,

d. payment of the bond, and

e. reimbursement of the filing fee.

4. The relevant law that applies is found in the Residential Tenancies Act 1986 (RTA).

5. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations That includes a requirement that the applicant, establish their claims on the balance of probabilities. The balance of probabilities means more likely than un-likely, or in mathematical terms, has a fractionally more than 50% likelihood.

Termination

6. Section 55 of the RTA relates to termination of a tenancy for rent arrears. It says:

> **55 Termination on non-payment of rent, damage, or assault**
>
> (1) Subject to subsection (2), on any application made to it under this section by the landlord, the Tribunal shall make an order terminating the tenancy if the Tribunal is satisfied that—
>
> (a) the rent was, at the date on which the application was filed under section 86, at least 21 days in arrear; …
>
> … (2) The Tribunal may refuse to make an order under subsection (1) if, but only if, it is satisfied that the breach has been remedied (where it is capable of remedy), the landlord has been compensated for any loss arising from the breach, ***and it is unlikely that the tenant will commit any further breach of a kind to which this section applies*** (emphasis added)…

7. The tenant raised that the landlord had agreed to reduce the rent to $850 however she was unclear about when the rent would increase to $895. The mediated agreement says the parties agreed to the rent reduction for the month of August 2025 however the landlord says they agreed to this continuing to assist the tenant. The tenant does not appear to have queried this when at the last Tribunal hearing she would have received the current rent summary, I therefore consider the tenant has accepted that at the time the application was filed, one week after the last Tribunal hearing, the rent was at the reduced rate of $850 and this is the amount at which the Tribunal must determine whether rent was 21 days in arrears when the application was filed.

8. Rent was at least 21 days in arrears on the date the application was filed. Section 55(2) of the RTA provides the Tribunal may refuse to make a termination order if it is satisfied that the breach has been remedied, the landlord has been compensated for any loss arising from the breach and it is unlikely the tenant will commit any further breach of this kind

9. As at the date of the hearing the rent arrears had been repaid and there was some rent in advance held by the landlord.

10. The landlord said the Tribunal should find it is likely the tenant will breach their obligation to pay rent as and when it is due and payable as the rent summary shows a history of missing rent payments and two previous applications to the Tribunal.

11. The tenant obtained a loan to repay the current rent arrears. The tenant said they have had a difficult year with work contracts, but they have invoiced some work and said they will be able to pay the weekly rent moving forward. However, the tenant's evidence on this point was vague and I am concerned that the tenant does not have a reliable or consistent source of funds to pay the rent each week. The rent had already been reduced by the landlord to assist the tenant. The tenant has been served with a 14-day notice on 29 October 2025 which was not remedied, and the tenant did not comply with the mediated order of 15 August 2025.

12. I have considered whether to allow the tenancy to continue under section 55(2) of the RTA. I have considered the rent payments by the tenant and the frequency of arrears. I cannot be satisfied that it is unlikely that the tenant will commit any further breach of a kind to which s55 applies.

13. Accordingly, the tenancy is terminated. Given the time of year the termination date is delayed until 5 January 2026.

Rent arrears and water rates

14. As there are no rent arrears, the application for rent arrears is dismissed.

15. The landlord had applied for water rates, however this was withdrawn at the hearing pending further investigation into a potential leak at the premises.

Filing fee

16. As the landlord has succeeded with the claim I have reimbursed the filing fee.

Bond

17. Part of the bond will be paid to the landlord to offset the amount ordered and the balance is to remain at the bond centre.

Suppression

18. Section 95A of the RTA relates to suppression orders. The relevant provisions state:

> (1) The Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case….
>
> …(4) The Tribunal may, on the application of any party to proceedings or on its own initiative, having regard to the interests of the parties and to the public interest, order that all or part of the evidence given or the name or any identifying particulars of any witness or party not be published.
>
> (5) An order under subsection (4) may be made subject to any conditions that the Tribunal considers appropriate.

19. The landlord applied for name suppression. As the application is successful, I have made an order suppressing the landlord's name and identifying details.

20. The tenant applied for name suppression. The tenant has not been wholly or substantially successful in the proceedings and the public interest in publication outweighs the tenant's interest in suppression. I therefore decline to grant name suppression to the tenant.

N Bradley
23 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.