TENANCY TRIBUNAL AT NORTH SHORE | TE TARAIPIUNARA RETIHANGA KI ŌKAHUKURA

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: The Property Management Team Limited As Agent For Barons Hill Limited Cindy Francis

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the Tenant's name and identifying details.
2. The Tenant must pay $14.04 to the Landlord, as set out below

Description	**Landlord**	**Tenant**
Compensation: General Damages		$100.00
Water rates	$114.04	
Total award	**$114.04**	**$100.00**
Net award	$14.04	
Total payable by Landlord to Tenant	**$14.04**	

REASONS

1. The Tenant claims that there have been numerous issues during the tenancy. She says that the Landlord has:

   (a) Failed to adequately maintain the premises due to:

   (i) a water leak that has caused water mark and small hole in the kitchen ceiling and mould to form in the ceiling cavity;

   (ii) a broken oven door;

(iii) faults with the downstairs shower head and fittings;

(iv) a damaged garage door remote; and

(v) issues with the gutters and drainpipes.

(b) Interfered with her quiet enjoyment by sending tradespeople to the premises on numerous occasions to investigate and remedy problems with the premises.

2. The Tenant seeks a rent reimbursement of $2,565 and work orders requiring the Landlord to repair the hole in the kitchen ceiling and remove all mould.

3. The Landlord has filed a cross claim. It seeks to recover $114.04 in unpaid water rates.

The issues

4. The issues I must determine are:

(a) Does the Tenant owe water rates?

(b) Has the Landlord failed to maintain the premises?

(c) Has the Landlord unreasonably interfered with the Tenant's quiet enjoyment of the premises?

(d) What remedy is the Tenant entitled to?

The water rates

5. The Tenant agrees that she owes the Landlord $114.04 in unpaid water rates. I therefore order that the Tenant is to pay this amount to the Landlord.

Has the Landlord failed to maintain the premises?

6. The Landlord was required to provide and maintain the premises in a reasonable state of repair.[1] The Tenant says that it did not.

The water leak

7. The Tenant says that she first discovered water leak on 27 April 2025, when she noticed a water mark and small hole in the ceiling above the kitchen bench. The Landlord has provided photographs to show that the mark was about one centimetre wide. The Tenant also says that the ceiling was soft and a little bit damp in that spot. Directly above that spot is the upstairs bathroom.

8. The Tenant contacted the Landlord and stopped using the upstairs bathroom. The Landlord spoke to a plumber who had previously worked on the house and provided that plumber with a photograph of the water mark and hole. The Landlord says that the plumber told it that any leak was likely to be minor. On 1 May 2025, the Landlord then told the Tenant it was ok to continue to use the

[1] Residential Tenancies Act 1986, section 45(1)(b).

bathroom and to let the Landlord know if the leak increased. The Tenant did not continue to use the upstairs bathroom.

9. About three weeks later that Landlord performed a routine inspection and assessed the ceiling while there. Only then did the Landlord discover that the Tenant was not using the upstairs bathroom and that she remained concerned about the water leak. In late June or early July 2025, a plumber then came to inspect the possible cause of the leak. No repairs were performed at that time. The Landlord says that the plumber had told them that they may have to rip up the whole bathroom to remedy any leak. The Landlord says the plumber thought that there might be a leak in the wall tiles.
10. The Landlord was worried that this would be an expensive repair, so it decided to inspect the ceiling cavity with an endoscope camera. It took about three weeks to source the camera.
11. In late September, a property manager cut a small hole in the ceiling and inspected the ceiling cavity with a camera. The Tenant says that she noticed a strong mould smell after that.
12. On 8 October, the Landlord cut a larger hole out of the ceiling. The Tenant has produced photographs to show patches of mould on the underside of the removed piece of ceiling. The Landlords discovered that a pipe in the ceiling was leaking. It tightened the collar connecting two sections of the pipe and installed a plastic cover over the hole it had cut in the ceiling. The Tenant says that the leak has been fixed but remains worried that there is black mould in the ceiling.
13. The Landlord produced four photographs of the area of the ceiling cavity surrounding the area where the water damage was. It says that the photographs show that there is no mould in the ceiling cavity. The Tenant says that the photographs show that there is mould.

The oven door

14. The tenancy started in October 2024. About three weeks later, the front panel on the oven door came loose. The Landlord fixed that issue on the same day or the day after.

Exterior painting

15. In February 2025, painters spent a week painting the exterior of the house. They also left scaffolding up outside the Tenant's bedroom window over a weekend. The Landlord says that the painting occurred in February because of the dry weather in that time.

The gutters and downpipes

16. On 14 July 2025, a plumber messaged the Tenant asking if he could inspect the gutters and downpipes. The Tenant agreed that the plumber could perform that

inspection on 18 July 2025. The Landlord says that the plumber needed to inspect a cracked elbow in a downpipe.

The shower hose and fittings

17. In October 2025, the shower hose and a fitting in the downstairs bathroom broke. The Landlord has replaced those items.

The garage door remote

18. The garage door remote provided to the Tenant at the start of the tenancy was old and damaged. The remote was replaced by the Landlord.

My assessment

19. This house is about 25 years old and has monolithic cladding. Houses of this age and material require ongoing maintenance and repair as the materials age. In my view, most of the issues and repairs complained of by the Tenant are the kinds of problems that can be reasonably expected to arise. The house required painting, a panel on the oven worked loose, a downpipe elbow was cracked, the shower hose and fitting became damaged, the garage door remote require replacement and a small amount of water leaked from a loose pipe connection.

20. These issues arose over the course of about 12 months and are not so numerous that I reasonably conclude that the premises were not properly maintained due to the volume of issues. Further, most of the problems that needed fixing were fixed quickly. The oven door was fixed almost immediately, and the shower hose and fitting and garage door remote were replaced in a reasonable time.

21. But the water leak was not fixed within a reasonable time. It took more than five months from notification to repair. That was too long. Any water leak inside a home has the potential to become significant and ought to be identified and remedied swiftly. The Landlord's response was too passive. Accordingly, I find that the Landlord failed to adequately maintain the premises because of the delay in rectifying the water leak. But not for any of the other reasons claimed by the Tenant.

Has the Landlord unreasonably interfered with the Tenant's quiet enjoyment?

22. The Landlord was prohibited from causing or permitting the interference with the reasonable peace, comfort, or privacy of the Tenant in the use of the premises.[2] The Tenant says that the Landlord has breached this obligation, principally through the number of visits from tradespeople and the presence of the painters and their equipment at the premises while the exterior was being painted.

23. As explained to the Tenant during the hearing, the Landlord (and its tradespeople) had a right to visit the premises for the purposes of maintenance

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[2] Residential Tenancies Act 1986, section 38(2)

and repairs provided it gave the required notice and its actions were reasonable. The Tenant complained about tradespeople calling her to arrange a time to visit. That is not a breach. Likewise, I am not satisfied that the number of visits made by the tradespeople and the Landlord since October 2024 could amount to a breach of this obligation. As noted above, houses like this will require maintenance, and the extent of inspection and repair at these premises was reasonable.

24. I also find that the presence of the painters was not a breach of the reasonable peace, comfort or quiet enjoyment. I accept that there was some inconvenience to the Tenant. But the inconvenience was short. The painters were present for about one week. There was no evidence that there conduct while there caused any concern to the Tenant. Given the short timeframe and the absence of evidence of any other issue, I am not satisfied that the presence of the painters was a breach of quiet enjoyment.

25. But I do find that the Landlord's failure to remedy the water leak within a reasonable time was an unreasonable interference in the Tenant's comfortable use of the premises. The presence of the water mark and small hole in the ceiling, the uncertainty as to the cause and the subsequent discovery of a small amount of mould in the affected area would have been unsettling for any Tenant, and that discomfort was then exacerbated by the Landlord's slow response in fixing the problem.

What remedy is the Tenant entitled to?

Work orders

26. The Tenant seeks work orders. She says that there is black mould in the ceiling cavity. She bears the onus of proving that allegation and I am not satisfied that she has.

27. The Landlord has produced photographs of the ceiling cavity around where the water leak occurred. The Tenant says that the photographs show mould. I cannot agree. I have closely examined the photographs, and I am not satisfied that they that any mould remains in the ceiling cavity. I therefore decline to make the work orders.

Rent rebate

28. The Tenant seeks a rent rebate of $2,565. She says that the rent should be reduced by $95 per week for the 27 weeks that the water leak remained unrepaired.

29. I dismiss this claim because I am not satisfied that the water leak made the upstairs bathroom unusable. The water leak was minor and the Landlord expressly told the Tenant that it was ok to continue to use the bathroom. At that point the Tenant, any concern that the Tenant had about using the bathroom should have dissipated. The Landlord knew about the leak and had consented

her to continuing to use the bathroom. The Tenant would therefore have had no liability if any further damage had been caused.

30. The Tenant chose not to use the bathroom thereafter, but that was her choice. She was not required to do so by the Landlord – indeed the Landlord told her it was ok to continue to use the bathroom. I therefore decline to order any rent reduction.

General damages

31. But I am satisfied that the Tenant is entitled to general damages for the Landlord's failure to remedy the water leak within a reasonable time. As noted above, the unsettling effect of the presence of the water mark and small hole in the ceiling, the Landlord's delayed response and the discovery of mould resulting from the leak would have reduced the Tenant's comfortable enjoyment of the premises. However, the harm was minor at most, so I consider that an order of $100 for general damages adequately compensates the Tenant for the harm suffered.

Filing fee

32. Both parties have had a degree of success, so I make no orders for payment of the filing fees paid by each party. The Tenant has asked for name suppression. She has proven a breach of the Landlord's obligations, and I have made orders in her favour. She is therefore entitled to have her name and identifying details suppressed. The Landlord did not seek suppression.

B Carter
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.