TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

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 names and identifying details of both parties.
2. [The tenant/s] is to pay [The landlord/s] $300.00 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $300.00 ([Bond number suppressed]) to [The landlord/s] immediately. The Bond Centre is to pay the bond of $3,700.00 ([Bond number suppressed]) to [The tenant/s] immediately.

Description	**Landlord**	**Tenant**
Carpet Cleaning	$300.00	
Total award	**$300.00**	
Bond	$300.00	$3,700.00

Reasons:

1. Both parties attended the hearing on 27 November 2025.
2. The tenancy was from 26 April 2023 until 6 April 2025.
3. At the end of the tenancy, the tenant applied for:

a. Unlawful rent increase;

b. Interfering with the privacy of the tenant;

c. Landlord failing to meet the obligations in respect of maintenance and smoke alarm;

d. Unlawful entry by the landlord; and

e. Refund of the application fee.

4. The landlord made a cross-application for carpet replacement and refund of the application fee.

5. I deal with the tenant's application first.

Unlawful rent increase

6. In April 2024, the tenant was asked about whether the tenant wanted to renew the tenancy at the end of the first fixed term.

7. The rent was originally $1,000.00 per week and the landlord proposed to increase the rent to $1,100.00 per week.

8. After negotiating, the parties agreed to the rent being increased to $1,075.00 per week.

9. The tenant claimed that the proposed rent increase was not given with 60 days' notice as required under section 24(1)(d) Residential Tenancies Act 1986 ("RTA"). Furthermore, the tenant claimed that at the time it was impossible for her to find another place to live on such short notice and was forced to accept the landlord's terms.

10. The tenant said that she signed on the condition that the landlord repairs the stove and that the rent increase start in 60 days' time.

11. The landlord attended to the stove and the rent increase was only effective after 60 days.

12. The landlord responded by saying that the tenant did not have to accept the rent increase and could have moved elsewhere if she thought it was unfair at the time.

13. The landlord said that he was charging below market rent and the new rent only took effect after 60 days complying with the requirements of the RTA.

14. As the rent increase was compliant with RTA, I do not see any basis for this claim. This claim is dismissed.

Interfering with the privacy of the tenant

15. The tenant claimed that the landlord had seriously interfered with the privacy of the tenant and the tenant's flatmates and that has led to unnecessary electricity costs as well.

16. After the tenant had confirmed that she wished to vacate the premises, from 6 March 2025 onwards, the landlord frequently contacted the tenant to ask to show potential tenants the premises. The tenant said that many of those requests were made on the same day or only the day before, which was less than the legal required 48 hours' notice.

17. The tenant claimed that this caused great inconvenience to her and other flatmates who were full time professionals.

18. Further to this, the tenant said that on multiple occasions the landlord entered the premises with prospective tenants when no one was home. On one occasion, the tenant found that all lights in the house, upstairs and downstairs, had been left switched on and that all bedroom doors had been left open.

19. The landlord responded by saying that the tenant had agreed with the landlord putting up the rent advertisement as the tenant wanted to end the fixed-term tenancy earlier, and that all viewing were organised and consented to by the tenant.

20. The landlord said that there were times that the viewings had to be cancelled or postponed due to the tenant not agreeing with the times.

21. Under section 38(2) RTA, a landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises.

22. Breaching this obligation in circumstances that amount to harassment is an unlawful act for which exemplary damages may be awarded up to a maximum of $3,000.00. See section 38(3) and Schedule 1A RTA.

23. Harassment means "to trouble, worry or distress" or "to wear out, tire, or exhaust" and "indicates a particular pattern of behaviour directed towards another person".

24. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied that it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest. See section 109(3) RTA.

25. Section 48(3) RTA states that, with the prior consent of the tenant, the landlord can enter the premises at a reasonable time for the purposes of showing the premises to prospective tenants.

26. The tenant never claimed that the landlord had ever entered to show the premises to prospective tenants without the tenant's consent.

27. I do not find that contacting the tenant to seek permission for viewings is interfering with the reasonable peace, comfort or privacy of the tenant in their

use of the premises. This is especially so if it was to facilitate the tenant's request to break the fixed-term tenancy earlier.

28. At the hearing it was clarified that the lights being left on after a viewing occurred only once. I cannot find that has amounted to breach of the tenant's quiet enjoyment of the premises or justifying any compensation for increased electricity costs.

29. The tenant did raise a further issue – that the landlord had told a flatmate who had opened the door about the tenant not having renewed the tenancy.

30. That flatmate, who had recently moved in, had asked the landlord whether it was an inspection. In answering that question, the landlord told the tenant's flatmate that the tenancy was coming to an end.

1. The tenant's flatmate then gave notice soon afterwards to the tenant and moved out. The tenant blamed the landlord for this. The tenant was originally planning to give the flatmate the termination notice closer to the end of the tenancy. The flatmate agreement between the tenant and the flatmate only required either party to give 14 days' notice to each other.

2. The landlord explained that he could not lie to the tenant's flatmate when asked about the nature of the viewing.

3. It would be unrealistic to restrict the landlord from talking to the flatmate especially if the tenant was not going to be available when prospective tenants were viewing the premises.

4. There was no guarantee that the flatmate would have stayed the entirety of the tenancy in any case.

5. I do not see any basis for compensation. This claim is dismissed.

Landlord failing to meet the obligations in respect of maintenance and smoke alarms

6. The tenant claimed that the landlord has breached his obligations under section 45 of the RTA to maintain the premises in a reasonable state of repair.

7. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A) and Schedule 1A RTA.

8. In addition to the general maintenance of the premises, the tenant specifically raised claims regarding the gas stove, kitchen cabinet door, bathroom light bulb and curtain rails in one bedroom. The tenant said that the landlord never changed the smoke alarm batteries neither.

9. In relation to the gas stove, the tenant said that the middle burner of the 5-burner cooktop did not work properly. The tenant made a complaint about this via WeChat message on 28 March 2024. The landlord went to have a look with

someone in April 2024 but it turned out that all that was required for it was for it to be cleaned properly. After it was thoroughly cleaned, it worked again without any parts needing to be replaced. Even after this tenancy ended, the subsequent tenant was able to use the same burner without it being fixed.

10. Therefore, I find that the landlord had adequately dealt with the stove situation.

11. The kitchen cabinet door fell off on 23 May 2023. The tenant claimed that this was due to worn-out fittings and the landlord claimed that this was broken due to excessive force by the tenant or the tenant's flatmates.

12. The landlord had purchased the replacements parts and the tenant repaired it herself. I do not find there is anything to compensate anyone for this.

13. The tenant also complained about the bathroom light bulb. On 5 May 2024, the tenant messaged the landlord about the light bulb not working. The tenant said that she did not receive any response from the landlord. The tenant thought it was a wiring issue as the lightbulb did not last very long even when it was replaced.

14. The landlord denied it being any wiring issue and said that he replaced the light bulb and also highlighted that the tenants are responsible for replacing light bulbs.

15. In relation to the curtain rails in one of the bedrooms, the tenant informed the landlord about the curtain rail falling down on 7 February 2025. The landlord did not repair it until 6 April 2025 when subsequent tenants moved in.

16. The landlord said that the curtain rail was pulled down due to brute force of the flatmate in the room and that it was not a maintenance task for the landlord.

17. For the smoke alarm, it is the tenant's responsibility to replace the batteries so the tenant's claim is a non-issue.

18. The tenant commented that during the two years of tenancy, the landlord's first reaction to any repair requests was to blame the tenant for misuse. The tenant said that many times she had no choice but to fix things herself. At most the landlord would buy parts and the tenant would have to carry the repairs on her own.

19. Having heard the evidence, I do not find that there was intentional lack of maintenance by the landlord. The landlord attended to repair requests for the oven with another person and had purchased the parts required for repairs when asked to.

20. I do not find that this claim is proven to the required standard. There is no public interest in awarding any compensation for these in any case. I dismiss this claim.

Unlawful entry

21. The tenant claimed that the landlord has entered the premises without consent or notice.
22. A landlord may not enter the premises during the tenancy except with the tenant's consent, in an emergency, or after giving the required notice for inspections and repairs and maintenance. See section 48(1) and (2) RTA.
23. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $1,500.00. See section 48 (4)(a) and Schedule 1A RTA.
24. The tenant claimed that on 13 July 2023, while the tenant's parents were staying at the premises, the landlord's parents and children entered the backyard without notice or permission. The tenant said that this incident frightened the tenant's parents and the flatmates living downstairs. When the tenant heard about this after work, the tenant told the landlord and asked him to ensure that his family not enter the premises without consent in the future.
25. The landlord said that his parents went to the premises to check for mail but they never went onto the backyard.
26. Neither party had any evidence to prove whether the landlord's parents entered the backyard or not on 13 July 2023.
27. In any case, section 109(2) RTA prohibits the tenant from applying for exemplary damages for unlawful act after 12 months from the date of commission of the unlawful act.
28. Therefore, this claim is dismissed due to being filed outside the statutory time limit.

The landlord's cross-application

29. Having considered the tenant's application, now I consider the landlord's cross-application.
30. The landlord claimed for $3,000.00 for carpet replacement for the entire upstairs area.
31. The landlord said that there was a stain on the carpet caused by the tenant's flatmate and that a professional carpet cleaner had concluded that there was permanent damage and discoloration due to the tenant using a wrong product to clean the stain.
32. The landlord said that the same carpet was no longer able to be purchased and therefore the entire upstairs level carpet should be replaced instead of just one room.
33. For any damage claims, the Tribunal needs to take into account betterment and depreciation.

34. The landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, the Tribunal must take into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

35. The landlord confirmed that the carpet was 10 years old. Carpets have a useful lifespan of 8 years for purposes of depreciation. Therefore, there is no value left in the carpet for accounting purposes.

36. However, I acknowledge that the landlord had spent $300.00 to have the carpet cleaned.

37. I order the tenant to pay the landlord $300.00 for carpet cleaning.

Filing fee reimbursement

38. As neither party has wholly nor substantially succeeded with their respective claims, I do not order for the filing fee to be refunded by any party.

J Yi
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.