[2025] NZTT 5389821

TENANCY TRIBUNAL AT HAMILTON | TE TARAIPIUNARA RETIHANGA KI KIRIKIRIROA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the tenant's and landlord's name and identifying details.
2. The application is withdrawn.

Reasons:

1. Both parties attended the hearing.
2. The tenancy commenced on 29 May 2025 and is current. On 15 November 2025, the landlord filed a claim seeking termination for failing to remedy two fourteen-day breach notices, both issued on 23 August 2025. The landlord has produced a 14-day breach notice for rent arrears and an up-to-date rent summary. However, the landlord advises that they are no longer seeking termination for rent arrears.
3. The landlord states they are seeking an order that the tenant remove a dog kept at the property contrary to the agreement. Although a second 14-day notice is referred to in the application it has not been provided. There is another document produced in the form of an unsigned statement in which the landlord refers to a

dog, rubbish, antisocial behaviour, and operating a business. However, the statement is not a 14-day notice, nor does the landlord claim it to be one.

4. The landlord states that the claim was referred to mediation, where the matters in the statement were discussed, and believed that a 14-day breach notice was not required. There is no other evidence.

Law

5. The Tribunal may terminate a tenancy for breach where, due to the nature or extent of the breach, it would be inequitable to refuse to terminate (see s 56(1) Residential Tenancies Act 1986 (Act)).

6. Where the breach is capable of remedy the landlord must first serve a notice on the tenant requiring them to remedy the breach within at least 14 days and establish that the tenant has failed to do so.

7. Where the breach is not capable of remedy, the landlord is not expressly required to serve a 14-day breach notice on the tenant to remedy the breach, although the Tribunal may consider whether a warning should have been given when determining whether it would be inequitable to refuse to terminate.

Decision

8. Keeping a dog contrary to the agreement is a breach that is capable of remedy and therefore requires a 14 day notice to be issued. Without a valid 14 day notice the Tribunal lacks jurisdiction to make any orders in respect of that breach.

9. During the hearing the tenant expressed the importance of maintaining the tenancy. Moving forward it would be prudent for the tenant to meet their obligations under the tenancy agreement. Although each case will be dealt with on the facts, should the landlord serve a notice, and the tenant fail to comply, the outcome may be different.

Name suppression

10. Both parties seek name suppression.

11. 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 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.

12. The tenant has been wholly successful and the Tribunal orders suppression of their name and the address of the property.

13. The landlord provides accommodation to people who have recently been released from prison and need a stable address. While I am satisfied that the facts and reasoning of this decision are in the public interest, I am not satisfied that this interest necessarily extends to the name of the landlord. There is a risk

of stigma to the landlord and those who they accommodate if the landlord were identified. Upon careful consideration, I am satisfied that there are sufficient grounds to depart from the principle of open justice and exercise the discretion in section 95A (4). The Tribunal also orders suppression of the landlord's name.

G Barnett
24 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.