TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT:	Barfoot & Thompson Limited as agents for Meng Ching Sung Landlord
RESPONDENT:	Anthony Callis Tenant
TENANCY ADDRESS:	1298 Alfriston Road, Alfriston, RD 1, Auckland 2576

ORDER

1. Anthony Callis must pay Barfoot & Thompson Limited as agents for Meng Ching Sung $1,528.00, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 3.3.2026	$1,500.00	
Filing fee reimbursement	$28.00	
Total award	**$1,528.00**	
Total payable by Tenant to Landlord	**$1,528.00**	

2. Anthony Callis must pay the above amount of $1,528.00 (“the debt”) in full by Friday 6 March 2026.
3. If Anthony Callis fails to pay the debt in full by Friday 6 March 2026, the balance of the debt owing will be payable immediately and can be enforced through the District Court.
4. The tenant’s application is dismissed.

Reasons:

1. Both parties attended the hearing. The landlord was represented by Ms Brown and Ms Paretovich.
2. This tenancy began on 29 July 2022. The premises is a rural property. The landlord has applied for termination of the tenancy for breach of the tenant's obligations. This is application number 5426876.
3. The tenant has filed a counterclaim, application number 5429049, seeking a work order to repair a fence, and compensation for being unable to graze stock on the property as a result of the damaged fence.
4. In this jurisdiction, the party making the claim has the onus of proving their claim to the required civil standard of proof, which is on the balance of probabilities. This means they must establish, with evidence, that their claim is "more likely than not."

Should the tenancy be terminated?

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 section 56(1) of the Residential Tenancies Act 1986 (the RTA). 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.
6. Where a landlord applies to terminate for breach, and rent is at least 21 days in arrears on the hearing date, the Tribunal must terminate the tenancy. See sections 55 and 56(2) of the RTA.
7. In this case, the evidence shows the tenant has breached his obligations by failing to pay rent by the due date. The landlord served a 14-day notice on the tenant on 22 December 2025, and the tenant did not remedy the breach within the required period. The current rent arrears are $1,500.00, which is one weeks' rent. This means that, at the date of the hearing, rent was not 21 days in arrears. Therefore, termination of the tenancy under sections 55 and 56(2) would not be appropriate.
8. The next step is to consider whether the requirements for termination of the tenancy under section 56 of the RTA are met. The question is whether, due to the nature and extent of the breach, it would be inequitable to terminate the tenancy. The ending of a tenancy has significant implications for a tenant and is a measure that is not taken lightly. There are many factors to consider when determining whether a breach is serious enough to terminate, as noted by the District Court decision in *Terangi v Housing New Zealand Corporation.*[1] These

[1] DC Porirua CIV-2010-091-110, 28 June 2010

factors include whether the breach is accidental or intentional, whether a breach is made good by the tenant, the landlord's conduct, the tenant's financial position, the gravity of the breach, and proportionality.

9. At the hearing, the landlord stated they are not seeking termination of the tenancy, but wanted a repayment plan, with a termination clause. The landlord referred to previous breach notices issued to the tenant, stating there were altogether 14 notices issued in the last 2 to 3 years. There was also an earlier Tribunal order dated 14 November 2025.

10. The tenant stated he had issues with the landlord's rent summary. He referred to the period at the start of the tenancy, stating the rent summary did not show these payments. The landlord has explained that there was a change to its system. However, it has provided its records from the start of the tenancy, referring to the tenant ledger which records payments for the earlier period. The landlord has indicated it will prepare a rent summary that incorporates rent from 29 July 2022 to the current period, and send this to the tenant.

11. In terms of the tenant's concerns about rent at the start of the tenancy, as explained, the Tribunal issued an order on 14 November 2025, concerning rent arrears. This order addressed rent from the start of the tenancy. The tenant did not apply for a rehearing or appeal this decision. The Tribunal is unable to consider this earlier period, since it has already been determined.

12. Therefore, applying the relevant factors in this case, and noting that many of the landlord's 14 day notices were issued when rent was in arrears by a few days, the Tribunal is unable to conclude that termination of the tenancy is warranted at the present time. Consequently, the request for a conditional termination order is also declined, since the grounds for termination of the tenancy have not been established. However, the tenant should be aware that a repeated failure to pay rent on time may result in a different outcome were the landlord to apply again.

How much does the tenant owe?

13. The landlord provided rent records which prove the rent arrears sought. The landlord is prepared to allow the tenant until the end of the week to pay the arrears. The tenant has agreed at the hearing to pay this amount by Friday 6 March 2026. This is recorded above.

14. Since the landlord has been mostly successful, the tenant is also liable for the landlord's filing fee, which must be paid by the due date.

Should a work order be issued?

15. The tenant claims the landlord did not repair a fence on the property which was damaged following a motor vehicle accident. He states in his application this

accident occurred on 22nd November 2025. He sent emails to the landlord on 26th November 2025. There was further correspondence but still no sign of a contractor to do the repairs. At the hearing, the tenant explained that the contractors the landlord wished to employ do not have the required experience. He is himself a fencing contractor and had provided a quote to the landlord.

16. In response, the landlord states the reason the fence has still not been repaired is because there have been difficulties with access. The landlord detailed the steps taken to address the issue. The tenant had suggested a different access point on the property, which was not convenient or practical, and the owner was advised that the contractor would be charging an additional $500.00, which was not considered fair or reasonable. The landlord states the owner had engaged a contractor, and the work would have been completed by now, but because of the tenant's reluctance to provide the access required, it has not been done. The owner was not comfortable with contractors having to park on an open road with cars driving up to 80 kilometres an hour.

17. In reply, the tenant explained that the landlord needed to get a contractor who was experienced with fencing, rather than carpenters. He felt the contractors the landlord wished to use had never driven on a paddock before, were not familiar with farming work, and were not suitable for doing the type of fencing required. He accepted it was a busy road.

18. Under section 45(1)(a) - (ca) of the RTA, the landlord has an obligation to provide and maintain certain standards and to comply with applicable requirements. Where the Tribunal finds the landlord has failed to comply with any of these obligations, it may make an order for the landlord to carry out the work.[2]

19. Having considered the evidence and submissions of both parties, I find the landlord has not been in breach of its obligation to repair or maintain the premises. The evidence provided at the hearing shows that the landlord has been responsive to the tenant's request for repairs to the fence. The delay in completing the work is more likely due to difficulties with appropriate access, and by the tenant wishing to provide his input regarding the suitability of the contractors to do the fencing work.

20. In making this finding, I note the documentary and photographic evidence provided by the landlord to show why direct access to the work site was required. The email from the contractor details their concerns and explains why the access point preferred by the tenant is unsuitable. This includes their health and safety concerns should workers be required to park on a busy road. There was also the impracticality of transporting tools and equipment through farmland to access the fence.

[2] See section 78(1)(e) of the RTA

21. Accordingly, having found that the tenant has been unable to establish the requirements for the Tribunal to issue a work order, I dismiss this claim.

22. On a final note, I would urge the tenant to work with the landlord so the fence repairs can be undertaken without further delay.

Should the tenant be compensated?

23. In terms of the claim for compensation, the tenant states he was receiving $180.00 per week from grazing stock on the property. However, apart from his oral evidence, there has been no other evidence provided in support. Therefore, I find he has not established his loss with sufficient evidence. The Tribunal can only award compensation where a party has been in breach of the RTA or has been in breach of the tenancy agreement, and the other party has suffered a loss because of that breach. Furthermore, some of the delays can be attributed to factors created by the tenant.

24. Consequently, the claim for compensation is dismissed.

Name suppression

25. Neither party seeks name suppression.

THE SEAL OF THE TENANCY TRIBUNAL

V Pasupati
04 March 2026

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.