[2026] NZTT 5370818

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Arunchayan Vinayagalingam, Thamilvany Arunchayan Landlord
RESPONDENT:	Ravindra Reddy Tenant
TENANCY ADDRESS:	42 Prado Drive, Pukekohe, Pukekohe 2120

ORDER

1. The application is dismissed.

Reasons:

1. This matter concerns a landlord's application following the end of a residential tenancy seeking recovery of rent arrears, unpaid water charges, and compensation for alleged damage to the premises. The Tribunal must determine whether the landlord has established the claims on the evidence available and in accordance with the requirements of the Residential Tenancies Act 1986.

2. The original hearing of the landlord's application was held by video conference on 8 January 2026. Following that hearing, the Tribunal adjourned the matter and issued directions requiring the landlord to provide additional evidence necessary to determine the claims. The proceeding was reconvened today by teleconference.

Background

3. At the hearing on 8 January 2026, the landlord attended but the tenant did not attend and no explanation was provided for the tenant's absence. The Tribunal was satisfied that notice of the hearing had been properly served.

4. The landlord had initially applied for termination of the tenancy, rent arrears, and unpaid water charges. During the hearing, the landlord advised that the tenant had vacated the premises and that the tenancy had ended around late October or

early November 2025. As a result, the application for termination was no longer required.

5. The landlord further alleged that the tenant had left the premises in a very poor condition and that significant damage had been discovered after the tenancy ended. The landlord stated that he believed the tenant had been cultivating marijuana at the premises and that the matter had been reported to Police. The landlord also advised that he had lodged an insurance claim in relation to the alleged damage but that the claim had been declined.

6. The landlord indicated that he intended to pursue claims for rent arrears to the end of the tenancy, unpaid water charges, compensation for damage to the premises, and refund of the bond.

7. However, the Tribunal was unable to determine those claims at the time because the necessary supporting evidence had not been provided.

Adjournment and Directions

8. The Tribunal explained to the landlord that claims for rent arrears, water charges, and compensation following the end of a tenancy must be supported by clear, reliable, and itemised evidence. The Tribunal must determine such claims on the balance of probabilities and cannot make findings based solely on assertions.

9. In particular, the Tribunal requires adequate documentation to determine the nature of the claim, the cause of any alleged loss or damage, whether liability arises under the Act, and the appropriate quantum of any award.

10. The Tribunal therefore directed the landlord to file and serve specific information to enable the claims to be properly assessed. Those directions required the landlord to provide an updated rent summary identifying all rent charged and all payments received up to the end of the tenancy, documentation supporting the water charges claimed, a detailed schedule of the alleged damage, photographs and inspection reports showing the condition of the premises, invoices or quotes supporting the repair costs claimed, and a copy of the insurance correspondence relied upon.

11. The Tribunal explained that this information was necessary to allow the Tribunal to determine whether any damage exceeded fair wear and tear, whether the tenant was liable under the Act, and whether the amount claimed was reasonable.

12. The matter was adjourned to allow the landlord a reasonable opportunity to provide that information and to ensure procedural fairness to both parties.

Reconvened Hearing

13. The reconvened hearing was held today by teleconference. The landlord attended the hearing but the tenant did not attend. I am satisfied that notice of the reconvened hearing was properly served on the tenant and I consider it reasonable to proceed with the hearing in the tenant's absence.

14. During the reconvened hearing it became apparent that the landlord had not complied with the Tribunal's earlier directions. None of the information or evidence requested in the adjournment directions had been filed with the Tribunal or served on the tenant.

15. When asked about this, the landlord stated that he was still gathering the information. The Tribunal asked the landlord why he had not sought a further adjournment if the required information was not yet available. The landlord then suggested that he could now provide the information during the hearing.

16. However, the purpose of the adjournment directions was to ensure that the relevant evidence was filed and served in advance of the hearing so that the Tribunal could properly assess the claims and so that the tenant would have a fair opportunity to review and respond to the material relied upon. Attempting to introduce evidence for the first time during the reconvened hearing would undermine procedural fairness and defeat the purpose of the earlier directions.

Legal Framework

17. Where rent arrears are claimed, the landlord must provide reliable evidence establishing the amount of rent charged, the payments received, and the balance outstanding.

18. Similarly, claims for water charges must be supported by invoices or other documentary evidence demonstrating the charges incurred and the basis on which the tenant is liable for those charges under the tenancy agreement and the Act.

19. Claims for compensation for damage are governed by the statutory framework established by the Act, including the principles concerning tenant liability for damage and the distinction between fair wear and tear and damage for which a tenant may be responsible. The Tribunal must determine such claims on the balance of probabilities and requires sufficient evidence to assess the nature of the damage, causation, liability, and quantum.

20. In all cases, the party bringing a claim bears the onus of proving that claim.

Assessment

21. Despite being given a clear opportunity to provide the required information and despite the Tribunal's specific directions identifying the evidence required, the landlord has failed to provide any of the documentation necessary to establish the claims.

22. There is no updated rent ledger identifying the rent allegedly owing at the end of the tenancy. There are no water invoices supporting the water charges claimed. There is no itemised schedule of the alleged damage, no inspection reports or photographs showing the condition of the premises, and no invoices or repair quotes establishing the cost of any alleged repairs.

23. In the absence of this evidence, the Tribunal is unable to determine the nature of the alleged loss, whether the tenant is liable under the Act, or the amount of any compensation that may be appropriate.

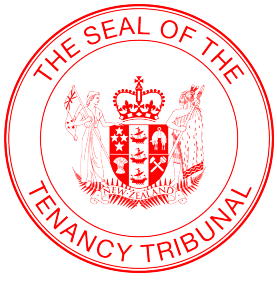
24. The Tribunal cannot make findings based solely on the landlord's assertions. The statutory framework requires claims to be supported by credible and reliable evidence.

25. Given the landlord's failure to comply with the Tribunal's earlier directions and the absence of the required evidence, the landlord has not established the claims on the balance of probabilities.

Decision

26. For the reasons set out above, the landlord has failed to prove the claims made in the application.

27. The landlord's application is therefore dismissed.



J Setefano
11 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.