TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

Tenant

TENANCY ADDRESS: 20 Tasman Street, Pukekohe, Pukekohe 2120

FINAL ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of both parties' names and identifying details.
2. [The tenant/s] owes [The landlord/s] $13,289.20 ("the debt").
3. [The tenant/s] must pay rent and the debt as follows:
   a. By weekly payments of $292.00, being $242.00 for current weekly rent and $50.00 for the debt.
   b. Payments will be every Tuesday, with the first payment on 17/03/2026 and continuing until 15/04/2031.
4. Payments will be allocated in the following order: current rent, rent arrears and then the balance of the debt.
5. If the tenant fails to pay rent and rent arrears/the offset debt within 2 working days of the due dates:
   a. The tenancy at 20 Tasman Street, Pukekohe, Pukekohe 2120 will terminate and the landlord will have immediate possession of the premises.
   b. The balance of the debt will be payable immediately.

Description	Landlord	Tenant

Rent arrears to 10/3/2026	$11,857.64	
Water rates to 13/3/2026	$1,431.56	
Compensation: Rent reduction - water leak period		$400.00
Compensation: Rent reduction subdivision period		$2,520.00
Exemplary damages: breach quiet enjoyment		$2000.00
Compensation reduced use of stove and ranch-slider		$500.00
Total award	**$13,289.20**	**$4,920.00**
Net award	$8,369.20	
Total payable by Tenant to Landlord	**$8,369.20**	

Reasons:

1. Both parties attended the hearing.

Landlord application

2. The landlord has applied for termination of the tenancy, rent arrears, water rates arrears and refund of the bond. The tenant wants to repay the debt to avoid immediate termination and has filed a cross application requesting that the debt she owes is reduced due to landlord breaches of the RTA.
3. The rent summary provided proves the rent owing.
4. The water rates awarded includes a waiver of 14 months of water invoices as compensation for the water usage caused by the water leak at the property.
5. The amounts awarded for rent and water arrears are not disputed by the tenant.

Should a conditional termination order be made?

6. Where rent is at least 21 days in arrears on the date the application was filed, the Tribunal must make either a final or a conditional termination order. See section 55(1)(a) and (1A) Residential Tenancies Act 1986.
7. I am satisfied the tenant will pay the debt within the period specified in the order and is unlikely to commit any further relevant breach. I have granted a conditional termination order.
8. The conditional termination order will lapse if it is fully complied with. If the tenant breaches the order, the possession order may be enforced for 90 days from the first breach. See section 64(4)(b) Residential Tenancies Act 1986.

Tenant Application

9. [The tenant/s] claims that the landlord has breached their obligations under sections 45 and 38(2) of the Residential Tenancies Act 1986.

10. Under section 45, a landlord must:

    provide and maintain the premises (including chattels provided as part of the tenancy) in a reasonable state of repair

11. Breaching these obligations 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 Residential Tenancies Act 1986.

12. A landlord may also be required to pay compensatory damages with respect to any breach. Generally compensatory damages are a rent reduction for the loss of amenity and inconvenience caused over the period the breach/repairs occurred.

13. The water pipe burst in June 2022. As the property is on a concrete foundation it took some time to isolate and then repair the leak.

14. The landlord has compensated the tenant for the excessive water used, by waiving water rates payments for 14 months. The parties agree this is fair compensation for the excess water used at the property. The landlord will recommence invoicing the tenant for water from today's date.

15. Ultimately the repairs involved replacing flooring in the hallway which was water damaged and replacing pipes in the walls and repainting. It appears the tradespeople the landlord employed were intermittently at the property between June and December 2022 attending to the repairs. Unfortunately, this coincided with a time shortly after the tenant had faced major surgery and an extended recuperation. The disruption for her and her family, was therefore significant.

16. Two of the four elements on the stove stopped working in July 2025 and when the landlord realised they could not be replaced the oven/stove was replaced in October 2025.

17. The tenant also had an internal sliding door that could not be properly used (open and shut) as the sliding mechanism did not work properly. She said she advised the landlord shortly after the tenancy began and recently the rollers were replaced and the door now opens and shuts.

18. I find they have committed an unlawful act.

19. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied 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) Residential Tenancies Act 1986.

20. I decline to award exemplary damages for the failure to repair as I am not satisfied the breach was intentional, in the sense of the landlord deliberately deciding not to attend to the repairs.

21. Fixing the water leak was complex and the repairs extensive. While the time taken was considerable there is no evidence to support a finding that this was deliberate on the landlord's part.

22. I have however awarded compensatory damages as set out above as I am satisfied the inconvenience to the tenant was significant and she is entitled to compensation.

23. A landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises. See section 38(2) Residential Tenancies Act 1986.

24. 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.

25. 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". *MacDonald v Dodds,* CIV-2009-019-001524, DC Hamilton, 26 February 2010.

26. The landlord subdivided the back part of the section at the tenancy and acknowledges that the communication with the tenant about the nature and extent of the work required was inadequate.

27. The first stage of the subdivision was earthworks that required heavy and noisy machinery at the property from 7:30 am until early evening 6 days a week. A driveway was then installed and two houses built.

28. The subdivision started in August 2024 and continued until November 2025.

29. In addition to the noise and general disruption the tenant has lost the use of the back section, where she used to park and her grandchildren used to play. She felt her privacy was breached by large numbers of workers in close proximity to her home.

30. The landlord acknowledged the disruption and that compensation was appropriate. The landlord said it had considered giving the tenant 90 day notice but did not have alternative accommodation in Pukekohe to offer the tenant, so instead decided to proceed with the work with her continuing to live there.

31. The tenant confirmed that she did not want to leave the local area and simply wanted fair compensation for the significant inconvenience the extensive work had caused over a prolonged period.

32. I find the landlord has breached the tenant's right to quietly enjoy her property without undue disruption from the landlord and therefore committed an unlawful act.

33. 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) Residential Tenancies Act 1986.

34. Having regard to all of the circumstances of this case I have awarded both compensatory (a rent reduction) and exemplary damages for the significant disruption to the tenant the subdivision work caused and her loss of amenity.

35. As she is a social housing tenant with income related rent, I have calculated a percentage of the rent and set the exemplary damages at two thirds of the maximum amount that can be awarded for a breach of s 38. That award attempts to take account both of the landlord's genuine and well-motivated desire to continue the tenancy, and the significant disruption caused.

36. Both parties paid filing fees. Both are partly successful so neither is directed to reimburse the other.

37. Both parties requested name suppression. Neither opposed an order for name suppression and as both applications are partly successful and the public interest in publishing the parties' names is negligible, both requests are approved.

J Maher
13 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.