[2026] NZTT 5422695

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited As Agent For Liquan Ding

Landlord

RESPONDENT: Hongyan Zheng

Tenant

TENANCY ADDRESS: 7 Combes Road, Remuera, Auckland 1050

ORDER

1. Hongyan Zheng owes Barfoot & Thompson Limited As Agent For Liquan Ding $2,825.47 ("the debt"), as calculated in the table below:

Description	**Landlord**
Rent arrears to 22/03/2026	$2,300.00
Water rates: to 20/02/2026	$497.47
Filing fee reimbursement	$28.00
Total award	**$2,825.47**
Total payable by Tenant to Landlord	**$2,825.47**

2. Hongyan Zheng must pay rent and the debt as follows:
   a. By weekly payments of current rent and $50.00 for the debt.
   b. Payments will be every Monday, with the first payment on 30 March 2026 and continuing until the debt is paid in full.
3. Payments will be allocated in the following order: rent, rent arrears, water rates and the filing fee.
4. If the tenant fails to pay rent and rent arrears within 2 working days of the due dates:

a. The tenancy at 7 Combes Road, Remuera, Auckland 1050 will terminate and the landlord will have immediate possession of the premises.

b. The balance of the debt will be payable immediately.

5. If the tenant fails to pay the water rates and the filing fee within 2 working days of the due date, the filing fee will be payable immediately.

Reasons:

1. The landlord attended the hearing by phone call.
2. The tenant did not connect to the remote hearing. The tenant was telephoned on the phone number provided but the phone call went unanswered. I am satisfied the tenant was properly served with notice of the hearing. The hearing proceeded in their absence.
3. The landlord has applied for termination of the tenancy, rent arrears, water rates and reimbursement of the filing fee.

Termination

4. 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. [1]
5. 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. The tenant breached their obligations by failing to pay the rent as and when it is due and payable under the tenancy agreement. [2] The landlord served a notice to remedy a breach on the tenant on 13 January 2026. The tenant did not remedy the breach.
7. The landlord seeks a conditional termination order.
8. In *Vincent Dean Huff v City Central Property Management*[3] the Court needed to consider the extent of section 56(1)(c), which requires consideration of whether a breach is of such a nature or of such an extent that it would be inequitable to refuse to make an order terminating the tenancy. The Court set out a range of factors that would be relevant, being:

    a) The history of the tenancy.

    b) Whether there had been a persistent failure after repeated warnings.

    c) Whether the history of breaches was such it was unlikely the tenant

[1] See section 56(1) Residential Tenancies Act 1986
[2] See section 40 (1) (a) RTA
[3] *Vincent Dean Huff v City Central Property Management* [2020] NZDC 19229 (Judge Rowe) at [61].,

would comply with their obligations in the future.

d) Whether the breach was inadvertent or deliberately committed.

e) The conduct of the landlord.

f) The gravity of the breach.

g) Whether termination is a proportionate response to the breach.

9. I have considered these factors, and I find it would be inequitable to refuse to terminate the tenancy. This is because:

   a. There has been a history of the tenant not paying rent when it is due. The landlord has issued 14-day notices in December 2025, January, February and March 2026.

   b. I consider this to be a serious breach of the tenant's obligations.

   c. The tenant has not attended the hearing. I therefore have no basis to find that the tenant will comply with their obligation to pay rent moving forward.

   d. Rent continues to be in arrears when it should be in advance.

   e. It would be inequitable to refuse to terminate the tenancy as the rent remains in arrears. I consider that termination is a proportionate response to the breach.

10. The landlord has said that the tenant has made one payment at the current correct weekly rent amount the day before the hearing.

11. Despite my finding that it would be inequitable to refuse to terminate the tenancy, having heard the evidence I consider it likely the tenant will pay the debt within the period specified in the order and is unlikely to commit any further breach. I consider a conditional termination order just. I have granted a conditional termination.[4]

12. 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. [5]

13. I have delayed the date for payment of the debt to allow the tenant to make arrangements to repay the debt.

How much is owed for rent?

14. The tenant must pay the rent as and when it is due and payable under the tenancy agreement.[6] The landlord provided rent records which prove the amount owing as at 22 March 2026.

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[4] See section 78(3) Residential Tenancies Act 1986.
[5] See section 64(4)(b) Residential Tenancies Act 1986.
[6] See section 40 (1)(a) of the RTA.

How much is owed for water rates?

15. The tenant is responsible for water consumption charges.[7] The landlord provided water rates invoices which prove the amount owing to 20 February 2026 is **$497.47** and this is ordered accordingly.

Filing fee

16. Because the landlord has succeeded with the claim, I must reimburse the filing fee of **$28.**

Suppression

17. The landlord did not seek name suppression.

N Bradley
16 March 2026

[7] See section 39 RTA.

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.