[2026] NZTT 5450531

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT:	Kāinga Ora–Homes And Communities Landlord
RESPONDENT:	Diane Lianna Nicholls Tenant
TENANCY ADDRESS:	10 Windmill Road, Pukekohe, Pukekohe 2120

ORDER

1. The tenancy of Diane Lianna Nicholls at 10 Windmill Road, Pukekohe, Pukekohe 2120 is terminated, and possession is granted to Kāinga Ora–Homes And Communities, at 11.59pm on Wednesday 18 March 2026.

Reasons:

1. Only the landlord attended today's hearing. The tenant did not attend.
2. The landlord has applied for termination of the tenancy for breach of the tenant's obligations.
3. On the 21 November 2025 the Tribunal made the following orders:

   Diane Lianna Nicholls must carry out the following work at the premises by 5pmon Friday 19 December 2025:

   a. Remove the dog from the premises.

   b. Remove the man-made structures forming walls between the house and the

   garage.

   c. Mow the lawns so that the grounds are reasonably tidy.

If the tenant fails to comply with this order, the landlord may request a hearing to

consider termination of the tenancy and/or any other appropriate remedy.

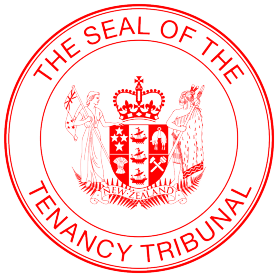
4. On the 22 December the landlord completed an inspection of the property to ensure compliance with the Tribunal's order. The tenant appeared to have made some attempt to mow the lawns at the front of the property and had removed some of the illegal structures and rubbish. However, the dog remained on the property and the lawns at the back of the property and much of the piled-up rubbish remained.
5. The tenant asked if the landlord if the dog could stay the landlord confirmed that the dog could not stay at the property.
6. I am satisfied that the tenant has failed to comply with the Tribunal's order of the 21 November by failing to remove the dog, mow the lawns at the back of the property and remove the rubbish and structures at the property.
7. The landlord says that they went to the house again in January 2026 to deliver a letter and saw the dog on the property.
8. The landlord went to the house today. Whilst the landlord did not see the dog, they do not know if the dog was there or not. Because of the nature of the dog, they were unwilling to go onto the property without confirmation that it was tied up or not at the property. The tenant was not at the property today.

Should the tenancy be terminated?

9. 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) Residential Tenancies Act 1986.
10. 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.
11. The Tribunal has already in its decision of 21 November found that the tenant was in breach of her obligations not to keep a dog (see paragraph 7) and has altered the premises without permission (see paragraph 10).
12. The landlord served a 14-day notice on the tenant on 17 July 2025 and the tenant did not remedy the breach within the required period.
13. In additional the tenant has failed to comply with the orders of the Tribunal.
14. It would be inequitable to refuse to terminate the tenancy because:
    - The tenant has been in breach of her obligations for a significant period.

- The dog is unregistered and has been described by neighbours and the property manager as aggressive and vicious.
- The tenant's refusal to remove the dog and to remedy the other breach shows an unwillingness to co-operate with the landlord's reasonable requests.
- There are several other homes nearby that are tenanted by the landlord's neighbours, the landlord must be mindful of the safety of its other residents who report that they are fearful of the dog. There are young children and elderly residents in those homes.
- The landlord cannot conduct inspections or have tradespeople to the home if the dog is present.
- The home is falling into disrepair. The long grass presents a fire hazard as does the remaining illegal structure and piles of rubbish which are near to doors and may impede exiting the property in a fire. The dog and the structures may impede emergency services accessing the property.
- The landlord has given the tenant multiple chances to remedy the situation, and the tenant has refused to do so.

15. The tenancy is therefore terminated.



T Prowse
18 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.