[2026] NZTT 5421968

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited As Agent For Liu, Fei

Landlord

RESPONDENT: Tyrone Maunsell, Mia Wayne

Tenant

TENANCY ADDRESS: 162 Woodhouse Road, Patumahoe, RD 4, Pukekohe 2679

ORDER

1. Tyrone Maunsell and Mia Wayne must pay Barfoot & Thompson Limited As Agent For Liu, Fei $1,756.57 from the bond, as set out in the table.

Description	**Landlord**	**Tenant**
Rent arrears to 1 December 2025	$1,728.57	
Filing fee reimbursement	$28.00	
Total award	**$1,756.57**	
Bond	$1,756.57	$2,643.43

2. The Bond Centre is to pay the bond of $4,400.00 (BN-00046298) immediately apportioned as follows:

Barfoot & Thompson Limited As Agent For Liu, Fei:	$1,756.57
Tyrone Maunsell and Mia Wayne:	$2,643.43

Reasons:

1. Both parties attended the hearing.
2. The parties had a fixed term tenancy agreement to 2 March 2026. The tenants moved out on 1 December 2025. The landlord has applied for rent arrears and has provided rent records which prove the amount owing to 30 January 2026, which is when they say the owner took possession. The tenants do not agree they owe rent to the end of January.
3. The tenants sent a message to the landlord on 3 October 2025 stating that they could not afford to stay in the house and were planning to move out by December. The landlord replied the same day saying

> Thanks for giving me a heads up. Please let me know once you have found a suitable house. There will be some "break lease" fees involved, but we can take that from the bond so that is not an upfront cost ….

4. On 22 November 2025 the tenants sent another message to say they would be moving out on 1 December 2025, earlier than 18 December because they could no longer afford to stay in the house. The landlord replied on 27 November, stating he would not longer be doing a viewing the next day. The next relevant message was sent on 15 December, in response to a query about the bond. The landlord states

> As it stands you are 4 weeks in arrears, which the bond only just covers. That excludes anything we have to do at the house. I noticed that there is a little wall damage, especially in the stairwells etc. I will have to lodge it with the tribunal for mediation. I know we all agreed already, but we have to do things in writing. A mediated order will also assist with the kiwi saver application … mentioned.

5. The tenants' submission is that there was an agreement with the landlord they could move out. They said they were never told they would have to pay rent until a new tenant was found.
6. This is the landlord's claim to prove. The property manager dealing with the tenancy at the time did not give evidence. Even though it is usual practice for tenants to pay rent until replacement tenants are found, I can see nothing in the messages that tells the tenants they will have to pay more than "some break lease fees" from the bond. I find the landlord has not proved the claim for rent to 30 January.
7. I also consider that estoppel applies here. The Tribunal may make any orders that the High Court or District Court may make under any enactment or rule of law relating to contracts, including equitable remedies such as estoppel. See section 78(1)(h) Residential Tenancies Act 1986 (RTA).
8. A party claiming an equitable estoppel must establish that:

a. A belief or expectation has been created or encouraged through some action, representation, or omission to act by the other party;

b. The belief or expectation has been reasonably relied on to their detriment;

c. It would be unconscionable for the party against whom the estoppel is alleged to depart from the belief or expectation.

9. The underlying principle of equitable estoppel is to prevent the exercise of strict legal rights in circumstances where the exercise of them would be unconscionable. This principle is entirely consistent with the jurisdiction of the Tenancy Tribunal (*Stella & Carey v Bay of Islands Realty Limited & Kirkman* [2016] NZTT Kaikohe 4051975 & 4053657), in particular s 85(2) RTA, provides that:

> The Tribunal shall determine each dispute according to the general principles of law relating to the matter and the substantial merits and justice of the case, but shall not be bound to give effect to strict legal rights or obligations or to legal forms or technicalities.

10. I find the landlord has represented that the tenants only had to pay some break lease fees from the bond to end the tenancy. The tenants have relied on that and moved out. To now claim an additional $10,000 in rent would be very unfair and to their detriment. The landlord is estopped from claiming rent past 1 December 2025. I have calculated rent to that date.

11. Because the landlord has substantially succeeded with the claim I have reimbursed the filing fee.

12. The tenants' names will be published because there is public interest when tenants owe money at the end of a tenancy. See section 95A RTA.

13. A request has been sent to the Bond Centre.

K Koller
23 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.