[2026] NZTT 5434188

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Barfoot & Thompson Limited as Agent for Zoe and Jeffrey McCrone Landlord
RESPONDENT:	Timothy Andrews, Shawnte Graham Tenant
TENANCY ADDRESS:	37F Flanshaw Road, Te Atatu South, Auckland 0610

ORDER

1. The tenancy of Timothy Andrews and Shawnte Graham at 37F Flanshaw Road, Te Atatu South, Auckland 0610 is terminated, and possession is granted to Barfoot & Thompson Limited as Agent for Zoe and Jeffrey McCrone, at midnight on Monday 30 March 2026
2. The Bond Centre is to pay the bond of $2,760.00 (BN-00153415) to Barfoot & Thompson Limited as Agent for Zoe and Jeffrey McCrone immediately.
3. Timothy Andrews and Shawnte Graham must pay Barfoot & Thompson Limited as Agent for Zoe and Jeffrey McCrone $2,521.70 immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Rent arrears to Monday 30 March 2026	$4,873.57	
Water rates: 19 September 2025 - 20 March 2026	$380.13	
Filing fee reimbursement	$28.00	
Total award	**$5,281.70**	
Bond	$2,760.00	
Total payable by Tenant to Landlord	**$2,521.70**	

Reasons:

1. Ms Williams and Ms Burnie appeared for the landlord by video. There was no appearance by the tenant.

2. The tenancy commenced on 15 September 2025. On 17 February 2026, the landlord filed a claim for termination on the grounds that the rent arrears were at least 21 days at the date the application was filed, and that the tenant failed to remedy a 14-day breach notice issued for rent arrears on 21 January 2026.

3. The landlord also seeks outstanding water and wastewater charges for the period 19 September 2025 to 20 March 2026 of $380.13. The landlord has produced water and wastewater invoices for the period. The landlord advises that copies of the invoices have been sent to the tenant.

4. The landlord has produced an up-to-date summary, which they state records all of the rent payments received.

Law

5. Under section 55(1)(a) of the Residential Tenancies Act 1986 (Act), the Tribunal must terminate the tenancy if the rent was at least 21 days in arrears at the date the application was filed.

6. Under section 56(1) of the Act, the Tribunal may terminate a tenancy for breach where, having regard to the nature or extent of the breach, it would be inequitable to refuse to terminate.

7. 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.

8. Under section 39 of the Act, the tenant is responsible for outgoings that are exclusively attributable to their occupation of the premises, such as electricity, gas, telephone, and water and wastewater charges (were supply is exclusively attributable to the tenant's use and is metered).

Analysis and decision

9. The onus of proving these claims rests with the landlord. The standard required is on the balance of probabilities. The landlord must establish that it is more likely than not that the tenant has breached the terms of the agreement or provisions of the Act.

10. Only one of the statutory provisions under section 55(1) or section 56(1) need to be satisfied.

11. In this case, the rent summary shows that the rent was at least 21 days in arrears at the time the application was filed on 17 February 2026. In addition, the breach notice issued on 21 January 2026 was not remedied. I note that since 15 January

2026 that the tenant has made partial rent payments, with no payments received in the past three weeks. The last rent payment was received on 26 January 2026.

12. Accordingly, the tenancy is terminated, and possession granted to the landlord at midnight on Monday 30 March 2026.

13. I award rent arrears to the end of the tenancy.

14. I am satisfied that the water and wastewater charges claimed are based on the tenant's consumption and exclusively attributable to their occupation of the premises. I am satisfied that the calculations are correct. The amount claimed is awarded.

Costs

15. Because Barfoot & Thompson Limited as Agent for Zoe and Jeffrey McCrone has wholly succeeded with the claim I must reimburse the filing fee.

Name suppression

16. Although the landlord is entitled to name suppression, they do not seek it, and no orders are made.

G Barnett
27 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.