[2026] NZTT 5459672

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited As Agent For Housing For Social Benefits Ltd

Landlord

RESPONDENT: Kyla Cox, Shannon Stone

Tenant

TENANCY ADDRESS: Unit/Flat 44, 7 Layard Street, Avondale, Auckland 1026

ORDER

1. The tenancy of Kyla Cox and Shannon Stone at Unit/Flat 44, 7 Layard Street, Avondale, Auckland 1026 is terminated, and possession is granted to Barfoot & Thompson Limited As Agent For Housing For Social Benefits Ltd, immediately.
2. The Bond Centre is to pay the bond of $2,640.00 (BN-25120291) to Barfoot & Thompson Limited As Agent For Housing For Social Benefits Ltd immediately.
3. Kyla Cox and Shannon Stone must pay Barfoot & Thompson Limited As Agent For Housing For Social Benefits Ltd $908.82 immediately, calculated as shown in table below.
4. The landlord's application for methamphetamine testing costs is dismissed.

Description	**Landlord**	**Tenant**
Rent arrears to 2 April 2026	$3,300.00	
Water rates: and power	$315.11	
Filing fee reimbursement	$28.00	
Total award	**$3,643.11**	
Bond	$2,640.00	
Total payable by Tenant to Landlord	**$1,003.11**	

Reasons:

1. Mr Suri, representing the landlord attended the hearing which was held by video conference. The tenants did not attend.
2. The landlord has applied for termination of the tenancy for breach of the tenant's obligations, rent arrears, compensation, and refund of the bond.

Should the tenancy be terminated?

3. The landlord's application sought termination of the tenant on the grounds that the tenant had not remedied the breached set out in the following 14 day notices:
    a. Failure to pay rent on time – issued on 2 March 2026
    b. Keeping a dog on the premises in breach of the tenancy agreement which states no pets are permitted on the premises – issued on 17 February 2026
4. The landlord had also issued the tenants with a 14 day notice on 9 March 2026 relating to the following breaches:
    a. Using or permitting the tenancy premises to be used for unlawful purposes. The notice states "Smoking methamphetamine is a Class A drug offence, and stealing the common area pillow is a theft".
    b. Interference with the reasonable peace, comfort, or privacy of the landlord's other tenants or any neighbour. The notice states "Drug use and common areas (the foyer) is a significant interference".
5. Where a landlord applies to terminate for breach, and rent is at least 21 days in arrears on the hearing date, the Tribunal must terminate the tenancy. See sections 55 and 56(2) Residential Tenancies Act 1986.
6. Rent is at least 21 days in arrears at the hearing date. Accordingly the tenancy is terminated.
7. The landlord provided rent records which prove the amount owing at the end of the tenancy.
8. As the tenancy has been terminated for rent arrears I have not determined whether the tenancy would have been terminated for the other grounds set out in the 14 day notices.
9. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for water and power?

10. The landlord provided the water rates and power invoice for 13 February 2026 to 31 March 2026 which proves $70.16 is owed for water and $244.95 is owed for power for the same period.

Methamphetamine costs

11. The landlord provided screen shots of CCTV footage of the foyer/entry area of the apartment building the premises are in taken which it believes shows the tenant/s using methamphetamine. As a result the landlord was concerned that the tenants were using methamphetamine in their apartment and arranged for samples to be collected and a screening assessment to be done to determine whether there was a presence of methamphetamine in the premises.
12. On 13 March 2026 7 samples were collected by All Clear Group Limited from the following locations in the premises: entry door, hallway ceiling, extractor fan in the kitchen, bedroom 1 and 2 doors, ensuite door and bathroom door.
13. Analysis by Hills Laboratory shows an average of 1.18µg/100cm² over the 7 sample composite which All Clear's report states is consistent with consumption of methamphetamine. The theoretical maximum if all of the methamphetamine residue was in one sample was 8.2µg/100cm² .
14. The landlord claims $264.44 for the cost of testing[1] on the basis that the tenants have used, or permitted the premises to be used, for an unlawful purpose in breach of section 40(2)(b) RTA.
15. The manufacture, use or possession of any controlled drug is an offence under the Misuse of Drugs Act 1975. It follows that methamphetamine use or manufacture at residential premises is a breach of section 40(2)(b).
16. The landlord confirmed that methamphetamine testing was not carried out at the start of the tenancy. The landlord said testing was not done as the premises were new when the tenancy started.
17. The landlord's view is that the screen shots presented from the CCTV footage taken from the foyer area show the tenant/s using a meth pipe and is strong evidence that they would have used methamphetamine in their apartment as well. The landlord believes its view is supported by the results of the testing and analysis carried out in the apartment showing methamphetamine contamination.

[1] A further claim in the landlords application for 'meth contamination' for $629.65 was withdrawn at the hearing.

18. The standard of proof that applies is the civil standard “on the balance of probabilities”. This means that I do not have to be completely certain, but I must be satisfied that what is alleged is “more probable than not”. Generally, the more serious the claim, the stronger the evidence that is required[2]. This is an allegation of criminal behaviour so the evidence must be strong.

19. As there was no methamphetamine test done before the tenants moved into the premises it is not known for sure whether there was any methamphetamine residue present before the tenancy commenced. I am not persuaded that the apartment being new at the start of the tenancy means that methamphetamine has not been used in the premises. There is always the possibility that anyone entering the premises before the tenancy started by have used methamphetamine in the apartment.

20. The absence of a pre-tenancy methamphetamine test means that other evidence is particularly important and must be strong. See District Court cases *Eren Limited* v *Martin and Kukuruzsnayak* [2021] NZDC 15210 and *Brooking and Hodges v Imrie* [2021] NZDC 16976.

21. In these circumstances, the landlord must prove:-

    a. That it is more probable than not that the tenant used, or allowed the use of, methamphetamine in the premises during the tenancy, and

    b. If the answer to the first question is ‘yes’, that it is more probable than not that the methamphetamine use during this tenancy caused ‘damage’ to the premises.

22. The only evidence presented by the landlord that the tenants were using methamphetamine in the premises, or that they permitted others to use methamphetamine in the premises, is the screen shots of the CCTV footage from the foyer.

23. On the evidence presented I am not convinced that the landlord has met the burden of proof required and therefore find there is no basis to award the testing costs. This part of the application is dismissed.

24. As the landlord has substantially succeeded with the claim I have reimbursed the filing fee.

[2] Z v Dental Complaints Assessment Committee [2008] NZSC 55

W Lang
02 April 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.