TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Luciana Oliveira Campos

Tenant

RESPONDENT: Barfoot & Thompson Limited As Agent For David Kelly

Landlord

TENANCY ADDRESS: 16A Worcester Road, Meadowbank, Auckland 1072

ORDER

1. Tenant application 5432975 is dismissed.
2. Luciana Oliveira Campos must pay Barfoot & Thompson Limited As Agent For David Kelly $1,795.86 from the bond per the table below:

Description	**Landlord**	**Tenant**
Rent arrears to 19 January 2026	$1,767.86	
Filing fee reimbursement	$28.00	
Total award	**$1,795.86**	
Bond	$1,795.86	$184.14

3. The Bond Centre is to pay the bond of $1,980.00 () immediately apportioned as follows:

Barfoot & Thompson Limited As Agent For David Kelly:	$1,795.86
Luciana Oliveira Campos:	$184.14

Reasons:

1. Both parties attended the hearing.
2. The tenant has applied for a reduction of the fixed-term tenancy.
3. The landlord has applied for rent arrears.
4. The tenancy has now ended (19 January 2026).
5. A party who brings a claim to the Tenancy Tribunal must prove on the balance of probabilities (more likely than not) that their version of events took place. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden of proof.

Should the fixed-term tenancy be reduced?

6. The usual legal position with a fixed-term contract is that the term of the contract will be applied strictly, and it is only in limited circumstances that a court or tribunal will interfere with it. For residential tenancies, one of those circumstances is found in s 66 Residential Tenancies Act 1986, which allows for the reduction of fixed term tenancy agreements.
7. There is a high threshold to be met before the Tribunal will reduce the term. In particular the applicant will need to establish that:
    a. there has been a change in their circumstances
    b. the change was unforeseen
    c. the unforeseen change will result in severe hardship to the applicant if the tenancy is not reduced
    d. the severe hardship the applicant will suffer if the term is not reduced exceeds the hardship the other party will suffer if the term is reduced.
8. Section 66(2) provides that, if the Tribunal reduces the term of the tenancy, it may order the applicant to pay reasonable compensation to the other party for any loss or damage which results from the reduction of the term.
9. The Tribunal has held that it cannot reduce the term of a fixed-term tenancy on the application of one of several co-tenants (*Derbyshire v Mark & Maggies Property Company Ltd Wellington* [2013] NZTT 1477WN).
10. The weighing of relative hardship is a question of fact to be assessed objectively in each case.
11. In this instance, I do not consider the tenant has established grounds for a reduction to the fixed-term tenancy. The relocation to Australia for employment reasons was an opportunity that was attractive and accepted. The change cannot be considered as unforeseen. The hurdle facing such claims were discussed and the likely outcome here foreshadowed at the hearing.

12. The tenant also submitted that she was unfamiliar with fixed-term tenancies (two were signed as part of this tenancy) and she expected the agent to provide better information on options. She did not seek information from any other source. I do not consider the agent acted in any way such that the obligations of the tenant might be negated by any failure, omission or tardiness of the landlord.

13. The impost on the tenant of paying rent for a premises when of no or little beneficial use or occupation was very real and a situation the tenant would prefer to avoid. That was well expressed and is understood.

14. Unfortunately, the obligations of the fixed-term tenancy were clearly stated and should have, or would have, been a factor considered by the tenant in any deciding on any subsequent change.

15. I do not need to consider the relative hardship given the finding that the change in circumstances was reasonably foreseeable and no grounds for a reduction exist.

16. The application for a reduction in the fixed-term is dismissed. That leaves a rent liability to be addressed.

Is rent in arrears?

17. The landlord provided a rent summary that confirmed the rent liability ended 22 January 2026. At that date, the rent summary was confirmed as $1,767.86.

18. The rent summary accounting was not disputed by the tenant.

19. The rent in arrears is awarded.

Filing fee

20. Because the landlord has wholly succeeded with the claim I must reimburse it the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

M Brennan
28 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.