[2026] NZTT 5435203

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	East Coast Realty Limited As Agents For Diane Ritchie For Pare Street Trust Landlord
RESPONDENT:	Nadine Henrieta Whitehead Tenant
TENANCY ADDRESS:	Unit/Flat Flat 2, 48 Waitangi Street, Gisborne, Gisborne 4010

ORDER

1. The tenancy of Nadine Henrieta Whitehead at Unit/Flat Flat 2, 48 Waitangi Street, Gisborne, Gisborne 4010 is terminated, and possession is granted to East Coast Realty Limited As Agents For Diane Ritchie For Pare Street Trust, at 11:59pm on Thursday 23 April 2026.
2. The Bond Centre is to pay the bond of $1,142.29 (BN-17535063) to East Coast Realty Limited As Agents For Diane Ritchie For Pare Street Trust immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Rent arrears to 23 April 2026	$1,114.29	
Filing fee reimbursement	$28.00	
Total award	**$1,142.29**	
Bond	$1,142.29	
Total payable by Tenant to Landlord	**$0.00**	

3. The Bond Centre must retain the remainder of the bond of $657.71 (BN-17535063) until after East Coast Realty Limited As Agents For Diane Ritchie For Pare Street Trust have possession of the premise and have assessed whether grounds exist for vacated damage claims to be filed.

Reasons:

1. The landlord attended the hearing. The tenant did not.

2. I am satisfied that the tenant had received proper notice of the hearing time, date and place and chose not to attend.

3. The landlord has applied for termination of the tenancy, rent arrears, partial refund of the bond and reimbursement of the filing fee.

Should the tenancy be terminated?

4. 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.

5. 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.

6. The tenant has breached their obligations by recidivist rent breaches.

7. The landlord served two 14-day notices on the tenant on 19 January 2026 and 12 March 2026 and the tenant did not remedy the breach within the required period.

8. It would be inequitable to refuse to terminate the tenancy because of the recidivist nature of the rent breaches and the tenant's failure to comply with her contractual and statutory obligations to pay her rent in full and on time. At the date of the hearing, the tenant was still in significant rent arrears.

9. The landlord has provided rent records which prove the amount owing.

10. The tenancy is terminated.

Reimbursement of filing fee

11. Section 102(4) of the RTA confirms that applicants that are wholly or substantially successful in proving their claims will have their filing fee reimbursed.

12. Because East Coast Realty Limited As Agents For Diane Ritchie For Pare Street Trust has wholly succeeded with the claim I must reimburse the filing fee.

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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.