[2026] NZTT 5466389

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Enfield Property Management Limited As Agent For Yongjian Ning

Landlord

RESPONDENT: Karma Hunter

Tenant

Paul Hunter

Guarantor

TENANCY ADDRESS: 38 Oopunga Road, Pukekohe, Pukekohe 2120

ORDER

1. The tenancy of Karma Hunter at 38 Oopunga Road, Pukekohe, Pukekohe 2120 is terminated, and possession is granted to Enfield Property Management Limited As Agent For Yongjian Ning, immediately.
2. The Bond Centre is to pay the bond of $2,600.00 (BN-00155321) to Enfield Property Management Limited As Agent For Yongjian Ning immediately.
3. Subject to order 4 below, Karma Hunter and Paul Hunter must pay Enfield Property Management Limited As Agent For Yongjian Ning $9,904.37 immediately, calculated as shown in the table below:
4. Paul Hunter's liability is limited to three weeks' rent, being $1,950.00.

Description	**Landlord**	**Tenant**
Rent arrears to 28 April 2026	$12,270.00	
Water rates	$206.37	
Filing fee reimbursement	$28.00	
Total award	**$12,504.37**	
Bond	$2,600.00	
Total payable by Tenant to Landlord	**$9,904.37**	

Reasons:

1. Both parties attended the hearing yesterday on 29 April 2026
2. Mr Paul Hunter signed the tenancy agreement as guarantor. He also attended the hearing.
3. The landlord has applied for termination of the tenancy, rent arrears and refund of the bond.

Should the tenancy be terminated?

4. Section 55(1)(a) of the Residential Tenancies Act 1986 says that where the landlord applies for termination on the basis of rent arrears of 21 days at the date the application was filed, the Tribunal must terminate the tenancy.
5. The tenancy began on 24 September 2025. An application was filed on 12 March 2026. The landlord provided rent records which prove that the amount owing on that day was $8,420.00, which is over 90 days in arrears.
6. At 28 April 2026, the amount owing is $12,270.
7. The Tribunal may, instead of making a final termination order for the non-payment of rent make a conditional order “if, but only if” it is satisfied that—
    a. the tenant will pay any rent in arrear within a period specified by the Tribunal; and
    b. it is unlikely that the tenant will commit any further breach of the obligation to pay rent.
8. The tenant outlined some personal difficulties she had experienced, leading to a mental decline and loss of her job, for which she is waiting a hearing. She proposed a repayment plan of full weekly rent of $650 plus a further $100 a week, with payments being made via direct deduction through Work and Income.
9. The tenant said that she had set this up, but that WINZ had made an error. She provided a screenshot of a message from a person called Shanaia Oliver saying that the rent payments had been mistakenly set up as fortnightly instead of weekly in the system. The tenant said that this person is her case manager from WINZ.
10. The property management company was then bought by another company and the bank account changed.
11. The tenant added that subject to landlord approval, she has a person willing to be added to the tenancy agreement who would contribute $300 per week. the tenant would continue paying the full rent, and this additional contribution would

be directed entirely toward reducing the arrears. Both parties are willing to set up Work and Income redirections to ensure consistent payment.

12. The landlord did not agree to such a proposal, noting that the tenant has offered previous repayment plans.

13. I do not find that the proposal is reasonable for the following reasons.

    a. The landlord is not obliged to vary to the tenancy agreement to add another tenant. They would want to be satisfied that the new tenant did not have a poor history of paying rent.

    b. Repayment of the debt at $100 a week will take over two years. That is not reasonable.

    c. The tenant has been at least one week in arrears since she missed her third week's rent the week 8 October to 14 October.

    d. She then missed the sixth payment, meaning by 5 November, she was two weeks behind.

    e. Her father, as guarantor, made four payments in November in December to clear the arrears, but the tenant did not make all of her rent payments during that period, meaning that by 23 December, she had accrued a further $1950 or three weeks rent arrears.

    f. By 30 December 2025, after only three months, the tenant owed $2,600 (four weeks) in rent arrears.

    g. During 2026, over four months, the tenant has made only two payments: $680 on 21 January, and $700 on 12 March 2026.

    h. After 7 months, the tenant and her guarantor have paid $7,880 of the $20,150 due for that period.

    i. Screenshots of communication show that the tenant has previously said that she has made arrangements for payment that have not eventuated:

        i. On or about 17 February, when her arrears were $6470, she said in a text that she believed that $700 was set up to start going out. She thought her Kiwisaver had processed it. The only payment of $700 was a single one on 12 March.

        ii. In another text she said, "I have spoken Fisher Funds to follow up and money will be in within two weeks definitely. My 52 week application for benefit was done yesterday so as of next week it will be automatically put into your bank before remainder goes into mine".

        iii. On 5 March she said Work and Income will be paying $700 directly to you weekly starting from 11 March 2026.

iv. On 8 March she emailed that she had emailed Fisher Funds for a confirmation email and that $700 would be going through in the meantime.

j. The landlord's bank account changed on 3 April 2026. there is no evidence of any payments going to either bank account after 12 March. Even if the WINZ payment had been set up fortnightly, there should have been a further payment of $700 on 26 March, being two week after the only payment of $700 on 12 March.

k. The tenant has had opportunity since then to ensure payments are made to the landlord, including asking her father, as guarantor for help.

14. In conclusion, the tenant has been an unreliable payer of rent and none of her proposed plans for payment of rent arrears have led to the landlord being paid. I am not satisfied that she will pay the rent arrears, even at $100 a week. Therefore, I make no order for conditional termination and the tenancy must terminate immediately.

How much rent is owed?

15. The landlord produced a rent summary which shows that, the tenant owes $12,270 in rent up to and including 28 April 2026.

16. On 22 September 2025, Mr Hunter provided a guarantee to the landlord, in which he agreed to guarantee the performance of all covenants and payment of all monies relating to the tenancy. Clause 48 of the tenancy agreement says:

> The guarantors hereby agree that they are jointly and severally liable to the Landlord for any debt due to the Landlord under this agreement and for the performance by the Tenant of any terms in this agreement that impose obligations on the Tenant.
>
> If there shall be any dispute between the Landlord and the Guarantor, the dispute shall be resolved in the Tenancy Tribunal.

17. The Tribunal has ordered the tenant to pay $9,904.37 to the landlord for the tenant's breaches, which are all matters covered by the guarantee.

18. However, the guarantor objects to being responsible for all of this amount, noting that he had explicitly asked to be kept informed of any rent arrears. He provided a copy of an email he sent to the property manager on 22 September 2025 when he returned the signed tenancy agreement. He asked for an assurance from the property manager that there would be no surprises. He said:

> Could I please get an assurance from you that their wont be any surprises i.e. that I would get immediate notification if anything went wrong (and not some message several weeks down the track when the amount owing has potentially built up to a large amount).

19. The property manager replied that day:

> Yes, no problem, I will include you in the email for any arrears/ outstanding emails in the future, and you will be notified at the same time as Karma.

20. On 24 November 2025, when the tenant was behind in her rent by two weeks, the property manager issued a 14-day notice to remedy and copied in Mr Hunter as guarantor. Over the next four weeks, he made payments of $325 a week, clearing the arrears that were covered in that letter.

21. As noted above, the tenant did not continue to pay her weekly rent.

22. The next notification that was sent to the guarantor was 12 March 2026. He replied that he thought that there was a system in place where he would have some control over the potential size of the arrears. He rejected liability for the current rent arrears amount.

23. At the hearing, Mr Hunter said he would agree to pay a couple of weeks' rent.

24. Section 49 of the Act provides:

> Where any party to a tenancy agreement breaches any of the provisions of the agreement or of this Act, the other party shall take all reasonable steps to limit the damage or loss arising from that breach, in accordance with the rules of law relating to mitigation of loss or damage upon breach of contract.

25. I find that it was not unreasonable for the landlord to attempt to enter into payment plans with the tenant, but I find that by not engaging with the guarantor, the landlord did not take all reasonable steps to limit the damage or loss. The landlord had specifically agreed to keep the guarantor informed by copying him into communication regarding rent arrears. When the tenant was behind by 2 weeks at the start of the tenancy, the guarantor paid the arrears.

26. I therefore find that the guarantor's liability should be limited. He should not have to pay all of the rent arrears owed. His liability is limited to three weeks which is $1,950. At that point the landlord should have been considering whether to apply for termination for rent arrears.

27. The tenant was on notice of her arrears and continued to say she had made arrangements to pay. Even after the landlord filed for termination on 12 March 2026, she made no further payments for the next 6 weeks before the hearing.

28. There is no reduction in the total amount owing for the tenant.

Water rates

29. The tenant agrees that she owes $206.37 for water rates. That amount is ordered.

30. Because Enfield Property Management Limited As Agent For Yongjian Ning has substantially succeeded with the claim I have reimbursed the filing fee.

T Baker
30 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.