**[2026] NZTT 5403213, 5466099**

**TENANCY TRIBUNAL AT GISBORNE | TE TARAIPIUNARA RETIHANGA KI TŪRANGANUI-A-KIWA**

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| APPLICANT: | Helen Nyree Houkamau<br>Tenant |
| RESPONDENT: | Gisborne Holdings Limited<br>Landlord |
| TENANCY ADDRESS: | Unit/Flat 14, 169 Lytton Road, Elgin, Gisborne 4010, Lytton Court |

## ORDER

1. All the tenant's claims and the landlord's remaining claims are dismissed.

**Reasons:**

1. Ms Houkamau, the tenant, and Ms Hope-Pearson, representing the landlord, both attended the in-person hearing on 30 April 2026.
2. The tenant has applied for breach of quiet enjoyment, breach of Healthy Homes Standards in relation to moisture and drainage and exemplary damages.
3. The landlord has applied for termination of the tenancy, notice to quit, compensation, exemplary damages and reimbursement of the filing fee.
4. At the hearing, the landlord withdrew their claim for exemplary damages.

5. The parties agreed to a consent order ending the tenancy on Sunday 3 May 2026, which was dealt with in a consent order issued on 30 April 2026, which only dealt with the parties' consent to end the tenancy.

6. All the tenant's claims and the landlord's claims for compensation and reimbursement of the filing fee remain to be determined in this order.

7. The tenancy property is a unit within a complex of other units all owned and managed by the landlord. The complex is made up of a shared driveway, which comes off the main road, goes around all the units in a circle, returning to exit on the main road again at a further point down the main road. The parties agreed there was a formal entry to the complex from the main road, which was signposted as an entry, and similarly, the exit was also signposted as an exit way.

8. The tenancy began on 1 July 2022.

*Burden of proof and evidence*

9. An applicant must prove their claims on a balance of probabilities, that is that it is more likely than not that something occurred. This is the burden of proof.

10. The issue of evidence at Tenancy Tribunal hearings was considered by the District Court in *Kaipo v Clarke & McCarthy (DC) TT233/02*. Judge Mather stated:

    *"…[the applicant] needs to be reminded that like anyone who brings an application before a Tribunal or a Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties and it is certainly not up to the Tribunal to extract evidence."*

11. When the parties dispute an issue, the party seeking to prove a claim relating to this issue must provide additional supporting evidence of their position.

12. The parties provided a significant amount of evidence for their claims. All evidence provided by both parties has been fully considered. However, only the evidence considered directly relevant to each claim is referred to in this decision.

**Tenant's Claims**

*Healthy Homes Standards – moisture and drainage*

13. Helen Nyree Houkamau claims that the landlord has breached the landlord's obligations under section 45(1)(bb) of the Residential Tenancies Act 1986 (RTA), which requires compliance with the Residential Tenancies (Healthy

Homes Standards) 2019 (HHS). Helen Nyree Houkamau considers that the landlord has failed to comply with the HHS moisture ingress and drainage standard.

14. Compliance dates for the HHS vary depending on the tenancy:
    a. For private rentals
        i. If the tenancy commenced between 1 July 2021 and before 28 August 2022, the rental must comply within 90 days of the commencement of any new or renewed tenancy; or
        ii. If the tenancy commenced between 28 August 2022 but before 3 March 2025, the rental must comply within 120 days of the commencement of any new or renewed tenancy.
        iii. All private rentals must comply by 1 July 2025.
    b. All boarding houses must comply by 1 July 2021.
    c. All houses rented by Kāinga Ora and registered Community Housing Providers must comply by 1 July 2024.
15. The moisture ingress and drainage standard requires that buildings comprising residential tenancies must have efficient systems to drain storm water, surface water and ground water, and that includes gutters, downpipes and drains. The Standard requires a ground moisture barrier when there is an enclosed subfloor space.
16. The HHS does provide exemptions in specific circumstances.
17. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45(1A).
18. The tenant said she felt the property was not compliant with the HHS relating to moisture and drainage because, during heavy rain, there was surface flooding and pooling of water on the shared driveway of the complex. She indicated the surface water that pooled was often quite deep and her car would be standing in that water, that she would have to walk through the water to reach her car, and that the surface water pooling lapped against her unit. The tenant explained that such surface pooling water often took a while to drain and when cars passed through the water, it would make waves which would go under her unit.
19. The landlord said the property was compliant with the HHS in relation to moisture and drainage, as it had been so indicated in the tenancy agreement at the start of the tenancy. Further, the landlord obtained a Healthy Homes Report ("HHR") dated 2 October 2025 for the property, which showed that the property passed this HHS standard in relation to moisture and drainage. Whilst the HHR inspector was aware the tenant had mentioned the issue of surface flooding and pooling in heavy rain, the HHR indicated, "downpipes are connected to

underground drainage. Gutters and clean and free of debris. No ponding on immediate site. Subfloor is enclosed and has Moisture Barrier. PASS." The HHR inspector said there were no defects or concerns regarding HHS on the day of the inspection.

20. The tenant said she could not understand how the property passed the HHS standard relating to moisture and drainage, given the surface flooding and pooling that occurred during heavy rain in the shared driveway area. The tenant provided photographs of the water pooling in the shared driveway after a heavy rain event, which showed a lot of water pooling in the shared driveway. The tenant indicated she brought this to the attention of the HHR inspector, Mr Fox, who also took photographs of the pooling water on another occasion, which were also provided, and said that Mr Fox also brought to the landlord's attention that this was an issue that needed to be addressed. There was an email from Mr Fox dated 2 October 2025 attaching the HHR to the landlord, which pointed out the tenant had noted the ponding issues nearest the back entrance, but said that at that day's assessment on 2 October 2025, the grounds were dry. The tenant also said there had been a leaky roof in the kitchen since 2024, where moisture coming off the ceiling dripped into her frying pan, that it had been looked at four times before it got fixed. She believed this could relate to a lack of compliance by the landlord with this HHS also.

21. A later email provided by the landlord from Mr Fox, dated 17 October 2025 to the landlord, providing the certificate of compliance with HHS for the property, also provided, indicated he was in the process of obtaining some quotes to address the ponding issue nearest the tenancy property. Mr Fox went on to say in that email that, "Due to the proximity of the location of the ponding this won't impact the compliance for Healthy Homes as we interpret legislation it meets the 'distance' exemption for ponding".

22. I asked the landlord to further explain what Mr Fox mentioned as the 'distance' exemption in his email, but the landlord was unsure as to what this meant. The landlord indicated, however, that Mr Fox had said there was no evidence of any water from any pooling in the shared driveway flowing under the tenancy property.

23. The landlord said the main drainage for any water coming into the shared driveway was in the driveway between this unit and the unit next door, so there was main drainage available for this issue. The landlord further said the units in the complex are higher up, or more elevated, than the level of the driveway and pointed to an email dated 26 February 2026 from Mrs Fox, Mr Fox's wife and business partner, saying that, even under extreme weather it was not shown that water had penetrated under the tenancy property foundations. The landlord pointed out that there had been improvements made to the shared driveway's drainage more recently, which the tenant confirmed had occurred in March 2026. The landlord highlighted that they were obligated to obtain quotes and

then follow Council procedure for approval of any work that would be a significant cost, such as this, which sometimes took time.

24. The tenant did not obtain or provide an alternative Healthy Homes Standards assessment to that provided by the landlord, nor did she provide any additional supporting evidence, other than photographs of the surface water pooling and emails from Mr Fox to the landlord, to show that the property did not comply with the HHS in relation to moisture and drainage, or that any surface pooling of water in the shared driveway impacted on the tenancy property's compliance with the HHS relating to moisture and drainage. Issues that relate to the landlord's maintenance of the shared driveway may well be a separate issue, but the tenant has not claimed failure to maintain in her application. In the absence of any evidence to the contrary and given the HHR provided confirmed the tenancy property passed the assessment as to whether it complied with the HHS relating to moisture and drainage, I find the tenant has provided insufficient evidence to show the property was not compliant with this HHS and so dismiss this claim.

*Quiet Enjoyment*

25. Helen Nyree Houkamau claims the landlord has harassed them.

*Law*

26. A landlord must not interfere with the reasonable peace, comfort or privacy of the tenant in their use of the premises. See section 38(2) Residential Tenancies Act 1986 ("RTA").

27. Breaching this obligation in circumstances that amount to harassment is an unlawful act for which exemplary damages may be awarded up to a maximum of $3,000.00. See section 38(3) and Schedule 1A RTA.

28. Harassment means "to trouble, worry or distress" or "to wear out, tire, or exhaust" and "indicates a particular pattern of behaviour directed towards another person". *MacDonald v Dodds,* CIV-2009-019-001524, DC Hamilton, 26 February 2010.

29. A landlord is required to take all reasonable steps to ensure that none of the landlord's other tenants cause or permit any interference with the reasonable peace, comfort and privacy of the tenant. See section 45(1)(e) of the RTA.

30. Upon receiving a complaint, the landlord has a duty to act responsibly and within a reasonable time frame to determine whether another tenant is causing a breach and to take appropriate steps to rectify this.

*Evidence – quiet enjoyment*

31. The tenant said her claim for breach of quiet enjoyment included the following claims:

    a. Multiple visitors coming onto the complex through the exit way, near her property, that her next-door neighbour tenant was selling drugs and there were people coming and going all times of the day and night to visit him.

    b. That visitors of other tenants in the complex parked in the tenants' car parks, or blocked the footpath with their cars, or parked on the tenant's front lawn.

    c. That the landlord picked on her due to her making complaints about what was going on at the complex.

*Visitors and parking*

32. The tenant said that around 18 months ago, when her then next-door neighbour (referred to as 'Mr A' in this order) moved in, there started to be a lot of visitors coming into the complex at all times of the day or night and they blocked the footpath with their cars. She said there would sometimes be around 10 cars during a night coming through with varying numbers of people in each car, would be car doors slamming, loud voices during the night, most of them visiting her neighbour, who she believed was selling drugs. The tenant said there would often be fighting or homeless people coming into the complex and she did not feel safe to even come out of her unit. The tenant indicated that she also had some people knocking on her door looking for Mr A, and one time somebody walked in through her back door without her consent during the day.

33. The tenant said that, whilst this started around September 2024, she only first told the landlord about these issues in April 2025, that the landlord responded by telling her that Mr A was allowed to have visitors at whatever time of the day or night he wanted, and that the landlord told her to ring the police about people coming to her door. I discussed with the tenant during the hearing the issue of calling the police as a first response when she finds a stranger in her home, given this would be an urgent and immediate issue that would likely require a police response to behaviour seen as criminal. The tenant appeared to be reluctant to call police in such an instance, as she said she had called them in the past about other issues and had not received the response she believed was appropriate. In any event, I find the landlord's advice to the tenant to ring the police about strangers in her home as a first response, to be appropriate in the circumstances.

34. The landlord pointed out the first email sent by the tenant to them about this issue was sent to an email address that was not monitored by a human being,

so whilst the tenant's email was dated 8 April 2025, it was not received by the landlord until 10 April 2025.

35. The landlord said she immediately called the tenant on 10 April 2025, the same day she received the tenant's email, to discuss her concerns and emailed confirmation of the discussion to the tenant the same day. The property manager for the landlord said she also visited Mr A on 10 April 2025 to discuss the tenant's concerns, issued a letter to Mr A and a 14-day notice in relation to this issue.

36. The property manager said she was then bombarded with emails and a significant number of photographs from the tenant, who had a security camera that covered not only her own unit, but also parts of the shared driveway. The landlord said each email from the tenant was attended to and every complaint the tenant made was followed up with letters, 14-day notices, texts, emails and two separate Tenancy Tribunal applications in respect of Mr A about the tenant's concerns. The property manager said she also went to the police to report the alleged drug dealing of Mr A and the number of visitors at night to the complex.

37. The landlord explained they first made a Tribunal application to terminate Mr A's tenancy in August 2025, after issuing letters, 14-day notices, anti-social behaviour notices and the tenant saying the issue was continuing. The landlord indicated the parties were referred to Tenancy Services mediation and this tenant was asked if she would like to participate in the mediation, which this tenant declined. The landlord said that, after the mediation stage, Mr A's sister came on board to further support his tenancy, as he had suffered a brain injury and was keen to retain his tenancy, and that both were then involved in regular meetings with the landlord to manage the situation and emphasise the seriousness of the disruption being caused to the tenant by all the visitors. The landlord said that things seemed to calm down for a while and then started up again, with further complaints from the tenant.

38. The landlord then filed a further Tribunal application to terminate Mr A's tenancy in October 2025 and was given a hearing date in December 2025 for their claim. The landlord said that Mr A voluntarily vacated his tenancy just before the hearing and left on 7 December 2025. The landlord said they continued to issue breach notices to Mr A and take actions before he left his tenancy. The landlord provided copies of the letters, notices issued, and Tribunal applications made regarding Mr A and other tenants.

39. The landlord pointed out that further issues have continued, even quite recently with the new tenant in the unit next door to the tenant complaining of the tenant harassing him and using her camera on him in the shared driveway and accusing the tenant of interfering with the petrol cap on his car. A witness statement was provided by the landlord from the new tenant next door to this

tenant about this behaviour. This tenant refuted these allegations about interfering with the next-door tenant's petrol cap but reiterated her intention at that time to retain her security cameras on the shared driveway. The landlord said that other tenants also expressed many concerns about the tenant's use of her camera on the shared driveway and the invasion of their privacy in this regard. The landlord said they had issued notices to the tenant to refrain from using her security camera in the shared driveway area, but the tenant refused to do so. The tenant said she had security concerns about her property and her car and insisted her security camera would remain in place for this reason, and said she did not invade the privacy of the other tenants. Much evidence was submitted on this issue in relation to the landlord's claim to terminate the tenancy but as the parties consented to an order terminating the tenancy, this evidence was not discussed in detail at the hearing, only in relation to the remaining claims. As such, I do not make any findings on the issue of the tenant using a security camera at the premises, as that evidence relates to the landlord's termination claim.

40. The landlord did not dispute that there were many visitors to the property or that parking was an issue at the complex. However, the landlord believed they had addressed all complaints made by the tenant in a timely manner with Mr A and other tenants directly, had taken all the action they could and said they let the tenant know in emails what had occurred generally, without compromising the privacy of the other tenants.

41. The tenant did not believe the landlord did enough to address the issue saying the property manager did not visit Mr A every time an incident occurred, sometimes she would just phone him instead, that Mr A denied much of what was alleged and that the landlord would have issued 3 or more anti-social notices before they made an application to the Tribunal to terminate Mr A's tenancy, and the landlord could have terminated Mr A's tenancy earlier, probably by May 2025, which was only a month after the tenant first complained to the landlord of the issues.

42. The tenant also said there was an issue at the complex where visitors parked in the limited number of car parks that were reserved for tenants of the complex (only 16 car parks for 24 units in the complex) or parked on the footpath or on the tenant's front lawn, if they could not get a car park. The parking situation operated on a first-in-first-served basis and, despite a sign saying parking on the complex was for tenants only, the tenant said this was ignored by the visitors.

43. The tenant said she first notified the landlord about this also in April 2025. She acknowledged having a meeting after that email with the then new property manager, who looked over the tenant's photographs about the parking issue, and acknowledged the property manager had gone to the police about the alleged drug dealing and the number of visitors to the complex. The tenant

confirmed that she received a response from the landlord in a timely way when she complained about this, but at times she would have to ask if a notice had been served by the landlord, as she could not see a change. The tenant indicated, however, that a recent incident where another tenant parked very close to her car, was not actioned by the landlord as, by the time the landlord attended the property the next day, the other tenant's car's proximity to her car could not be seen and so the property manager told her that was the end of the matter.

44. The property manager said she went to the police with the drug dealing allegations from the tenant and about the visitors at night, in April 2025, issued 14-day notices to the various tenants in other units that had visitors parking in the complex, blocking the footpath and on the lawns, sent general letters about this to all the other tenants in the complex, and that she did this straight away after hearing from the tenant about the issue. She said the problem stopped for a while then started again, when she again issued letters to all the tenants generally, had meetings, sent texts to certain tenants involved about their visitors. She indicated she had to try to educate the other tenants about being responsible for their visitors. The property manager indicated she had issued a letter to another tenant who was the subject of a recent parking complaint from this tenant as soon as she received the complaint. Copies of these letters, texts, notices and other such documents were provided by the landlord.

45. I have reviewed all the evidence provided by the parties about all the complaints made and the steps taken by the landlord in relation to the issues concerning Mr A, complained of by the tenant, and in relation to other tenants' visitors and the actions of other tenants and parking issues complained of by the tenant. There was a significant number of documents provided, primarily by the landlord, showing the applications to the Tribunal made by the landlord in relation to Mr A and notices issued to Mr A and several other tenants, all of whom were the subject of complaints by this tenant, as well as general letters sent to all tenants of the complex by the landlord about the parking, visitors' parking and noise and multiple visitors to the complex issues complained of by the tenant. The landlord said these letters, notices and applications were in addition to meetings they held with other tenants and this tenant about this tenant's complaints. I note the dates of the emails, where it appeared the landlord responded to the tenant's email complaints relatively swiftly in most cases, often on the same day, and acted about the complaints quickly also.

46. Based on the evidence provided and the evidence discussed at the hearing, I find the landlord has responded promptly to concerns raised by this tenant about visitors to the complex, alleged drug dealing and parking issues, and has acted proactively to visit the other tenants in question to discuss concerns raised, issued letters and notices, sent texts and emails and made two Tribunal applications in relation to Mr A. The landlord is under an obligation to provide

appropriate notice to other tenants about issues raised by this tenant. Whilst the tenant said the visits continued to the complex, after brief breaks, and the parking issues continued, despite what the landlord did, I find the landlord likely acted responsibly, proactively and within a reasonable time frame to determine whether other tenants caused a breach and took appropriate steps in the circumstances to rectify this.

*Did the landlord harass the tenant?*

47. The tenant said the landlord was picking on her because she had complained about other tenants. The tenant thought it was wrong of the landlord to tell her that Mr A could have visitors anytime he wanted, day or night, and that the landlord told her she was the only one complaining about the issues. During the hearing, the parties discussed issues raised by other tenants also, with the landlord explaining issues raised by other tenants generally.

48. The tenant explained further that she believed that when the landlord started issuing anti-social behaviour notices to her about her using her security camera on the shared driveway, it was retaliatory. The tenant said she had had damage done to her unit and to her car in the past and so she had security cameras for her safety and privacy.

49. The landlord denied any harassment of the tenant or that they were picking on her in any way and pointed out the first anti-social notice issued to this tenant about her security camera was done so as another tenant had complained about this. The property manager said that all tenants' complaints are addressed by them. The property manager discussed having asked this tenant to put up signage about her security camera operating and also said a sign put up by the tenant about Mr A was offensive and so she was told to remove it. The landlord said they asked this tenant in their notices to her, to remove her security cameras from focusing on the shared driveway area, due to other tenants' privacy, and asked her to put up signage that she was operating security cameras also. The tenant said she had put up such signage about her cameras more recently. The landlord provided other evidence, including witness statements from other tenants at the complex, about their concerns about the behaviour of this tenant, particularly the use of her security cameras, which caused them concern for their privacy as the cameras were focused on a shared driveway area. The landlord said they are not able to restrict the times a tenant receives a visitor generally, unless there are other factors, such as where this disturbs other tenants, which was dealt with by them when this came to light. The landlord provided copies of a significant number of emails sent to the landlord by the tenant, usually with a large number of photographs or videos attached, all provided, about the goings on with other tenants and visitors in the

shared driveway at the complex. The landlord said the tenant sent about 239 emails to them between 15 April 2025 and 14 April 2026, a one-year period.

50. Based on the evidence, I find the tenant's evidence that the landlord told her that Mr A could have visitors anytime he wanted, day or night, and that the landlord told her she was the only one complaining about issues, when other tenants were also, which the landlord denied and which is not borne out by the evidence from the landlord of complaints by other tenants generally, does not amount to a pattern of harassment that constitutes a breach of quiet enjoyment.

51. The tenant also pointed out that the landlord making compensation claims against her amounted to harassment. Either party is entitled to make a claim under the RTA in relation to the other party by law. I find the claims made by the landlord do not amount to a pattern of harassment against the tenant, as the landlord believed they had a legal basis to make such claims, as did the tenant with her own claims, notwithstanding the determination of these claims.

52. As the landlord pointed out, they are obligated to act on the complaints of other tenants, such as the complaints made by this tenant. The landlord gave evidence that the anti-social behaviour and other notices issued to the tenant arose from complaints they received about the tenant's behaviour from other tenants. The landlord provided witness statements from other tenants at the complex concerned about the tenant's behaviour, particularly with her security cameras, which they felt invaded their privacy. As such, based on the evidence provided, I find it likely that the anti-social behaviour and other notices issued to the tenant by the landlord arose from the concerns raised by other tenants. Given this, I find this likely does not amount to a pattern of harassment by the landlord that constitutes a breach of quiet enjoyment either.

53. Therefore, as I find the landlord likely acted responsibly and within a reasonable time frame to determine whether other tenants caused a breach and took appropriate steps in the circumstances to rectify this in relation to visitors, parking, alleged drug dealing by another tenant and other issues with other tenants, and given I find the allegations made by the tenant that the landlord harassed her personally, as outlined above, do not amount to harassment sufficient to constitute a breach of quiet enjoyment, I dismiss this claim.

**Landlord's Claims**

*Compensation*

54. The landlord claimed compensation from the tenant as follows:

    a. For remedial work to the property in the amount of $7,304.66.

    b. For time spent by the landlord dealing with the tenant's excessive emails in the amount of $1,500.00.

*Is the tenant responsible for the damage to the premises?*

55. A landlord must prove that damage to the premises occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability, the tenant must prove they did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.

56. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

57. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

58. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

59. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

60. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

*Evidence – compensation – remedial work*

61. The landlord provided a Scope Report, following a site visit to the property on 25 February 2026, from Repair House (Mr Fox, the HHR inspector), saying they had visited the site following concerns raised regarding the laundry area at the property, that the laundry cabinet repair would be relatively minor but that, during further review and consultation with their plumber, additional issues were identified, including significant subfloor substrate deterioration and uncertainty regarding the origin of an active or historical plumbing leak. The report said further invasive investigation would be required to trace pipework through the wall and floor cavities to determine the source of moisture ingress. The report

said there would be no toilet or laundry facilities during any such work and so the property would not be habitable during that period.

62. The landlord claimed compensation for all the remedial work to the subfloor substrate issues from the tenant and provided a quote for $7,304.66 for this work. The landlord confirmed this work had not yet been carried out and so there was no invoice for this work, only a quote.

63. The landlord said Mr Fox had been at the property to conduct the HHR in October 2025 and alleged the tenant had told Mr and Mrs Fox then that there was a draught in the laundry area. The landlord said the tenant did not notify them of this and they first discovered the draught issue in the tenant's application documents in February 2025. After receiving this information, the landlord said they then engaged Mr Fox to attend the property to assess the matter further and the Scope Report reflected Mr Fox's findings. The landlord said that, if the tenant had notified them in October 2025, 4 months before they received the Scope Report from Mr Fox, the damage may not have been so severe, as it may have been repaired earlier.

64. The tenant responded that she told Mrs Fox during the October 2025 HHR site visit that she had just noticed a draught in the laundry. The tenant said she only noticed this just before the HHR visit and it was only noticeable when she opened the laundry cupboard and if it was windy, not otherwise. She indicated it did not look serious so said she could not have known anything else was going on with the floor. The tenant said if the floor was rotten, it likely should have been repaired years ago and that she had not been aware of any issues with the subfloor until she received a copy of the Scope Report in February 2026. She said there was no sign of a rotten floor, that it was not visible superficially. The tenant said the unit was about 50 years old.

65. In response to my questions about inspections carried out at the property, the landlord said there had not been any routine inspections done since about 2024 probably and said they would not have looked in the laundry cupboard during a routine inspection in any event. There was no evidence provided about any maintenance inspections of the property by the landlord.

66. The landlord confirmed they had no evidence to connect the tenant with causing the subfloor damage, but said they were just claiming the tenant should have notified them earlier of a draught in the laundry cupboard. The landlord also acknowledged there was no evidence they had to show there would be any difference between any damage that would likely have been discovered in October 2025, had they known about the issue then, and when it was discovered in February 2026. Further, the landlord agreed they could not establish a connection between the draught issue in the laundry and the damage found to the subfloor substrate.

67. The tenant reiterated she did not know about the damage and could not have done so and said she has been very stressed and anxious thinking she would have to pay for something she had not known about. The tenant provided a doctor's letter about her stress and anxiety in relation to all the tenancy issues.

68. The landlord has not provided any evidence connecting the issue of a draught in the laundry to the subfloor substrate issue, nor have they provided any supporting evidence to show there would be any difference to the damage had it been discovered in October 2025 rather than February 2026, as alleged in their claim, nor did they provide any supporting evidence connecting the tenant to causing the damage discovered to the subfloor substrate. The evidence was the property was around 50 years old and had obviously not been the subject of regular inspections. The landlord is under an obligation to monitor and maintain their property regularly, especially for insurance purposes. As such, I find the landlord has provided insufficient evidence to show the damage was caused by the tenant during the tenancy and so dismiss this claim.

*Compensation – administrative costs*

69. The landlord claimed $1,500.00 for administrative time they spent dealing with the tenant's excessive emails, which they said was based on around 150 hours $30.00/hour. The property manager said she met with other tenants to address complaints by this tenant even in her own personal time, and that it was a very stressful and exhausting experience dealing with the tenant's multiple complaints. There was no evidence provided to confirm the time spent on this tenant's matter, such as time sheets.

70. The tenant said it was the landlord's job to deal with her complaints and that she was not responsible for the property manager choosing to visit other tenants in her personal time.

71. Section 102 of the Residential Tenancies Act 1986 ("RTA") provides that, except in a case to which any of subsections (2), (4), or (5) apply, the Tribunal shall have no power to award costs to or against any party to proceedings before it.

72. None of the subsections set out as exceptions in section 102 of the RTA apply here.

73. Given the landlord is claiming their administrative costs of dealing with the tenant's complaints, which are considered costs pursuant to section 102 of the RTA, and the Tribunal has no power to award such costs, I must dismiss this claim.

*Filing fee*

74. Gisborne Holding Limited applied for reimbursement of the filing fee. The tenant did not apply for reimbursement of the filing fee. As the tenant consented to an order terminating the tenancy, which was indicated by the tenant in documents provided before the hearing, and as all the landlord's other claims have been dismissed, I do not reimburse the filing fee to the landlord.

*Suppression*

75. Neither party requested name suppression in their respective applications, neither party has been substantially or wholly successful in proceedings, nor was there sufficient evidence to show that the interests of either party outweighed the public interest in publishing their names. Therefore, I do not grant name suppression to either party. See sections 95A(1) and 95A(4) Residential Tenancies Act 1986.

C Price
06 May 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.

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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.