**[2026] NZTT 5363085, 5384743**

**TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE**

APPLICANT: David Baty, Leeanne Baty

Tenant

RESPONDENT: Hao Ran Wang

Landlord

TENANCY ADDRESS: 10 Cameron Town Road, Pukekohe, RD 3, Pukekohe 2678

## ORDER

David Baty and Leeanne Baty must pay Hao Ran Wang $1,040.00 immediately, calculated as shown in table below.

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Garden work: and rubbish removal | $1,200.00 | |
| Repairs: dog damaged fencing and cladding | $1,840.00 | |
| Compensation: damp, mouldy conditions | | $1,500.00 |
| Compensation: fireplace | | $500.00 |
| **Total award** | **$3,040.00** | **$2,000.00** |
| Net award | $1,040.00 | |
| **Total payable by Tenant to Landlord** | **$1,040.00** | |

**Reasons:**

1. Both parties attended the hearing on 1 May 2026.
2. The tenant seeks the return of his bond, and compensation and exemplary damages for breach of the landlord's maintenance obligations, failure to comply with the Healthy Homes standards, rent credit of $357, and unlawful seizure of goods totalling $1,700. Specifically, the tenant is seeking $20,000 representing a rent rebate of 20% throughout the tenancy.

3. The landlord has counterclaimed for garden tidying up and rubbish removal costs and compensation for damage to the fence, cladding and door totalling $4,080.
4. The tenancy ended on 28 September 2025. The rent was in credit of $357.00 at the end of the tenancy.
5. The landlord has since refunded the rent credit to the tenant.
6. I have on 20 February 2026 directed the return of the bond to the tenant, which the tenant has received. The tenant's alarm has been returned by the landlord during the hearing on 1 May.
7. I now address the parties' claim and counterclaim as follows.
8. I start with the landlord's counterclaims.

*Did the tenant comply with their obligations at the end of the tenancy?*

9. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, return all keys and security devices, and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
10. The tenant did not leave the exterior of the premises reasonably tidy, and did not remove all rubbish.
11. Only the amounts ordered for reasonable weeds clearing and garden work, and rubbish removal, are proved.

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

12. 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.
13. The fencing and cladding have been damaged during the tenancy; they were caused by the tenant's dog. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
14. Only the amounts ordered as set out in the table are proved.
15. I now deal with the tenant's claims.

*Did the landlord comply with their maintenance obligations?*

16. The tenant claims that they were living in a leaky, mouldy home and there was a lack of urgency by the landlord to address issues raised.

17. I firstly set out the relevant legal principles that I must address when dealing with complaints raised by the tenant regarding maintenance.

18. Under section 45 Residential Tenancies Act 1986 ('RTA'), a landlord must provide and maintain the premises in a reasonable state of repair.

19. A landlord must maintain the premises in a reasonable state of repair having regard to the age and character of the premises and to comply with all requirements in respect of buildings, health, and safety under any enactment so far as they applied to the premises.

20. A landlord must also comply with the minimum standards of housing as set out in the Housing Improvement Regulations 1947. Section 15 of the Regulations provides that every house shall be free from dampness.

21. A tenant has a corresponding duty to notify the landlord, as soon as possible after discovery of any damage to the premises, or of the need for any repairs (see section 40(1)(d) RTA).

22. The landlord's obligation is therefore to repair within a reasonable time after knowledge of the need for repair, either from observing the property or notice from the tenant:

> "... the obligation of the landlord, under section 45, is to investigate and repair a defect brought to its attention within a timeframe which is reasonable in the circumstances; and as to what that time is, I think, depends not only on the gravity of the problem but also on the objective evidence of the attempts made by the landlord to investigate, and put right, whatever the problem may be." (*Collins v Professionals Hutt City Ltd* DC Wellington, CIV-2009-085-001431, 24 February 2010; see also *Merwald Real Estate v Lanauze* DC Auckland, MA151-89, 2 May 1989).

23. Compensation ought to be awarded for breach of the landlord's obligations and where the other party has suffered a loss or inconvenience because of that breach.

24. It goes without saying that only if the landlord is found to in breach of their obligations under section 45 (as set out above) and the tenant has carried out his/her corresponding duty to notify, would an award of compensation be considered and made.

25. Where the tenant has not carried out his/her corresponding duty to notify, no award of compensation will be made.

26. I have perused the text communication between the parties throughout the tenancy as well as the invoices of work undertaken during the tenancy.

27. The dealings between the landlord and tenant had been cordial, the landlord had largely attended to the tenant's other concerns about the property; they were mostly minor.

28. The tenant's 14 day notice to remedy various items have been attended to.

29. By far and large, I consider that the landlord, whether through his property manager or by himself, had responded to the tenant appropriately whenever issues are raised. The landlord also expressly permitted the tenant to carry out certain repairs and charge back to the landlord at various times.

30. The records of communication between the parties at the material times do not support the massive and complete failure of maintenance alleged by the tenant at the end of the tenancy now before me.

31. It seems to me that the tenant had been taken aback by the landlord's issuance of a 90-day termination notice (without setting out reasons) and responded with complaints of dissatisfaction which is well out of proportion to the actual issues that they experienced during the tenancy.

32. The two healthy homes assessment reports commissioned by the landlord indicate that the premises comply with Healthy Homes standards. There is no corresponding builder's report adduced by the tenant that contradicts the landlord's evidence.

33. That said, I consider that the tenant did experience unresolved issues of dampness and mould causing loss of their clothing. The tenant should be compensated for their loss of belongings and amenities, and for general stress and inconvenience consequent to the dampness and mould suffered.

34. To the tenant, the property was damp, mouldy and unpleasant to live in. The tenant's evidence indicate that they suffered mental distress from the mould.

35. Following *Barfoot & Thompson v Casey* (District Court Auckland, CIV 2005-004-001762, 7 November 2007), the landlord's maintenance obligation is limited to observable or notified defects. The tenant's notification of mould corresponds with their independent obligation to notify the landlord of damage and the need for repairs to the premises.

36. To the tenant's text (and photo) notification that their leather jacket and clothing in the bedroom wardrobe are "rotting", the landlord texted back and acknowledged that "I have always had similar problems during winter" where the landlord suggested using wardrobe moisture traps. The landlord however blames the Auckland winter as "too wet".

37. The tenant in May 2024 texted the landlord "many thanks for the repairs to the house, you can feel it being drier and less damp."

38. The fireplace however was never repaired properly despite the landlord being notified of issues with the baffles not being installed properly.

39. This leads us to the issue of what is the appropriate remedy for the tenant.

40. I consider it just in the circumstances for the tenant to be compensated with $1,500 for the period of time of living in damp, mouldy conditions and $500 for the unrepaired fireplace.

41. In making the above awards in favour of the tenant, I have not attributed wilful breach of their obligations on part of the landlord, whether as the principal or the property manager as agent of the landlord.

42. Ultimately, it is my view that the landlord (including the property manager) had acted promptly and responsibly when responding to the almost all of the concerns/issues raised by the tenant, with the notable exception of the fireplace.

43. Ultimately, I have still awarded some measure of damages as set out in the order above because I consider that substantial merits and justice of the case call for a reprieve in rent for the suffering and inconvenience that the tenant endured in this case. This is to recognise the payment of rent for an imperfect accommodation.

44. The remaining claims by the tenant are unsuccessful.

45. Only the amounts ordered on the table above are proved.

*Conclusion*

46. Setting off the landlord's successful claims and the tenant's successful claims against each other, there will be a monetary order for the tenant to pay $1,040.00 to the landlord accordingly.

THE SEAL OF THE TENANCY TRIBUNAL

J Tam
4 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.