TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Ketan Rana, Navreet Navreet Kaur, Ammy Singh

Tenant

TENANCY ADDRESS: 425F Great South Road, Opaheke, Papakura 2113

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord name and identifying details.
2. Ketan Rana, Navreet Navreet Kaur and Ammy Singh must pay [The landlord/s] $9,812.11 immediately, being rent arrears to 8 April 2026, break lease fee and reimbursement of the filing fee, as calculated and set out below:

Description	**Landlord**
Rent arrears until 8/4/26	$8,892.86
Filing fee reimbursement	$28.00
Break lease fee	$891.25
Total award	**$9,812.11**
Total payable by Tenant to Landlord	**$9,812.11**

3. The tenant's application for refund of their bond is dismissed.

Reasons:

1. Both parties attended the hearing.

Background:

2. The tenants entered into a 12 month fixed term tenancy that was to commence on 9 January 2026. The tenants paid the one weeks rent in advance and had expected the bond from their previous tenancy to be transferred to this new tenancy.

3. The transfer of the bond did not take place and remains at the bond centre under the previous tenancy at 16 Figaro Crescent Takanini.
4. Only one tenant had viewed the property before all the tenants signed up for the fixed term tenancy.
5. On 9 January 2026, the tenants turned up at the property with their possessions. The tenants claim that the property was unsanitary and not reasonable clean. The lawns had not been mown for a few weeks and were overgrown. The landlord advised the tenants and the Tribunal that the lawns would be mowed on Monday (11th January 2026). There had been bad weather and the lawn mowing contractor said it was too wet to mow before the start of the tenancy.
6. The tenants say there were cockroaches visible at the property and the floor was sticky, in addition to the long grass.
7. The tenants left the property without moving in. One tenant tried to contact the property manager but claimed that the call was not answered.
8. On the Monday after hearing the tenants' complaints, the lawns were mowed, pest control had been and treated the property, and the cleaning contractor had been through the property again.
9. Despite remedying all the alleged complaints, the tenants did not return to the property.
10. The landlord stated at the hearing that the real reason the tenancy did not commence was the other tenants were unhappy with the long driveway and their claim that the property was dirty and infested, was just an excuse.
11. The tenants found a new property that week and sought to claim back their bond and one weeks rent in advance.
12. The landlord advised the tenants immediately that they would have to pay rent until a new tenant could be found and the cost of breaking the lease fees. A new tenant was found and moved in on 9 April 2026.

Tenant's Right to Terminate for Minor Issues

13. A tenant cannot lawfully end a fixed-term tenancy simply because of minor issues such as the property not being clean enough, lawns not being mowed, or the presence of insects, unless these issues are so serious that the premises are uninhabitable or there is a significant breach of the landlord's obligations under the Act.
14. Section 59 of the Residential Tenancies Act 1986 allows a tenant to apply to the Tribunal to terminate a tenancy if the premises are so seriously damaged or uninhabitable that it would be unreasonable to require the tenant to continue with the tenancy. However, minor cleanliness or maintenance issues, especially when promptly remedied by the landlord, do not meet this threshold.

15. In this case, the landlord responded promptly to the tenant's complaints by arranging for the lawns to be mowed and pest control to be carried out, and a contractor found the property to be clean. These actions indicate that any issues were either minor or quickly remedied.

Landlord's Entitlement to Rent Arrears

16. If the tenants chose not to move in and did not follow the correct process to end the tenancy (such as applying to the Tribunal for termination under section 59 or negotiating a surrender with the landlord), the fixed-term tenancy remains in effect.

17. The landlord is entitled to claim rent for the period the property was held for the tenants, even if the tenants did not move in. The tenants remain liable for rent until the end of the fixed term or until a new tenant is found unless the Tribunal orders otherwise.

18. The new tenant took possession of the tenancy on 9 April 2026. The landlord has provided a rent summary that proves the rent arrears of $8892.86 to 8 April 2026.

19. The first weeks rent of $750.00 has been deducted from the outstanding rent arrears.

Break lease fees:

20. A tenant is not liable for a "break lease fee" as a set charge. However, if a tenant ends a fixed-term tenancy early, they may be liable for rent until a new tenant is found or the term expires, and for any reasonable, itemised costs the landlord incurs in re-letting the property.

21. The landlord has provided an itemised account of these costs to the tenants and the Tribunal. The break lease fees of $891.25 are claimed by the landlord. After viewing the itemised costs, I considered they are fair and reasonable.

22. I find the landlord has proven their claim for the break lease fees.

Bond

23. Where a tenant moves to a new tenancy and the bond from the previous tenancy is not transferred to the new address, the bond remains associated with the old tenancy at the Bond Centre.

24. The landlord and tenant are responsible for ensuring that the bond is transferred to the correct tenancy. This is usually done by submitting a "Change of Bond" form to Tenancy Services, signed by both parties.

25. The bond paid by the tenants remains lodged with the Bond Centre under the address of the previous tenancy. As the bond was not transferred to the current tenancy, it cannot be used to settle any claims relating to the current tenancy.

26. The parties will have to contact the Bond Centre to seek a refund of the bond to the landlord to offset the debt owed by the tenants.

27. The tenants claim for refund of their bond and first weeks rent in advance must be dismissed given the proven landlord claims.

Filing Fee and Suppression:

28. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee.

29. The landlord has applied for suppression of their name and details and as they have been successful, I am granting suppression.

J Northwood
20 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.

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.