[2026] NZTT 9079404

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Body Corporate 88633 Body Corporate
RESPONDENT:	Gaginang Holdings Limited Owner
UNIT ADDRESS:	Units A & H, 32B Ballarat Street, Ellerslie, Auckland 1051

ORDER

1. Gaginang Holdings Limited must pay Body Corporate 88633 $6,056.41 immediately, calculated as follows:

Description	Applicant	Respondent
Body Corporate collection costs	$2,185.00	
Solicitor costs (includes 35min hearing)	$3,096.80	
Interest 9 September 2025 to 23 February 2025	$274.61	
Filing Fee	$500.00	
Total award	**$6,056.41**	
Total payable by Respondent to Applicant	**$6,056.41**	

Reasons:

1. Both parties attended the hearing. Ms Donovan represented the Body Corporate. Ms Chan represented the unit owner.

2. At an AGM on 5 August 2025, the Body Corporate determined the levies payable for the year 12 September 2025 to 12 September 2026. The unit owner, Gaginang Holdings', share for two units (unit A and unit H) totalled $6,002.03 and were due for payment on 9 September 2025.

3. Gaginang Holdings did not pay the levies when due and the Body Corporate's professional body corporate manager, Body Corporate Administration Limited (BCA), incurred costs to collect the levies. When the debt was still not paid, the Body Corporate instructed Price Baker Berridge to recover it.

4. The outstanding levies were paid in full on 23 February 2026 and the Body Corporate has applied for recovery of interest, costs and the filing fee from Gaginang Holdings.

Is Gaginang Holdings liable for interest?

5. If a unit owner fails to pay levies by the due date, interest accrues on the unpaid balance. A body corporate may charge interest up to 10% per annum: section 128 of the Unit Titles Act 2010 (the Act).

6. The Body Corporate has resolved to charge interest at 10% per annum on unpaid levies. The Body Corporate has proved the amount of interest owing from the due date to the date the levies were paid.

7. Ms Chan claims that she spoke to a Body Corporate representative on 4 November 2025 about the unpaid levies and she believes that the person she spoke to (she thinks it may have been Sandy Garumuni from BCA) agreed to give Gaginang Holdings three months to pay the levies and agreed to not claim the penalty interest.

8. I am not satisfied that Ms Chan has provided sufficient evidence to support her claim that the Body Corporate waived the right to claim interest on the unpaid levies. The evidence provided by Ms Chan, in particular an email from Ms Garumuni to Ms Chan dated 5 November, requesting payment of the outstanding levies makes no mention of any agreement to waive the right to claim interest or for delayed payment of the levies.

9. I therefore find Gaginang Holdings liable for the interest claimed.

Is Gaginang Holdings liable for costs?

10. Pursuant to section 124 of the Unit Titles Act 2010 (the Act) the Body Corporate is entitled to recover any reasonable costs incurred by it in collecting unpaid levies as a debt due by the owner to the Body Corporate. In accordance with the judgments in *Body Corporate 162791* v *Cheah* DC Auckland, CIV2014-004-0120, 24 June 2014, *Body Corporate 162791* v *Gilbert* [2015] NZCA 185, and more

recently *Body Corporate 346799 v Gueirard* [2023] NZDC 19645, the Tribunal must order that the reasonable costs incurred by the Body Corporate in recovering the levies, objectively assessed, be paid by a defaulting unit owner.

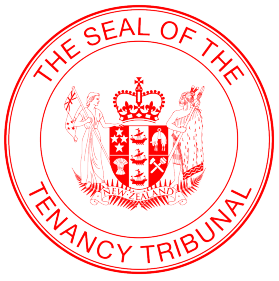
11. The Body Corporate provided invoices for the administration fees and for solicitors' fees that establish the costs incurred to recover the levies. Ms Donovan outlined, in her submissions, the work done by BCA in an attempt to collect the levies for the two units. Time sheets were also provided outlining the work completed by Price Baker Berridge and the time spent in attempting to recover the unpaid levies, costs and interest. I am satisfied that the costs claimed are reasonable.

12. Ms Chan claims that she was unaware that if she did not pay the levies the debts would be handed over to solicitors for collection and further costs would be incurred. She said that she was unaware of the further costs claimed until after this application was filed.

13. However, the correspondence provided in evidence does not support her claim. Ms Garumuni from BCA emailed Ms Chan (and others) on 1 December 2025 warning Gaginang Holdings that if the levies are not paid by 4 December 2025 an application would be made to the Tribunal and this will incur further costs. Ms Chan claims that she did not receive the email, but she confirmed that the email address used was correct. The debt was handed to Price Baker Berridge for collection on 19 January 2026 and that same day they emailed Ms Chan (and others) demanding that Gaginang Holdings pay the outstanding levies, costs and interest by 26 January. If it failed to do so legal proceedings may be filed with further costs recoverable from Gaginang Holdings. As mentioned, the levies were not paid until 23 February 2026. Price Baker Berridge sent a similar demand letter on 25 February 2026 requesting payment of their fees to date, BCA's fees, and interest.

14. I am therefore satisfied that Gaginang Holdings is liable for the costs claimed.

15. The Body Corporate has been fully successful in its claim and is therefore entitled to payment of the filing fee: Section 176(1) of the Act and section 102(4) Residential Tenancies Act 1986.



R Merrett
03 June 2026

Please read carefully:

SHOULD YOU REQUIRE ANY HELP OR INFORMATION REGARDING THIS MATTER PLEASE CONTACT **UNIT TITLE SERVICES 0800 864 884**.

MEHEMA HE PĀTAI TĀU E PĀ ANA KI TENEI TAKE, PĀTAI ATU KI TE TARI **UNIT TITLE SERVICES 0800 864 884**.

AFAI E TE MANA'OMIA SE FESOASOANI E UIGA I LENEI MATAUPU FA'AMOLEMOLE IA FA'AFESO'OTAI'I LOA LE OFISA O LE **UNIT TITLE SERVICES 0800 864 884**.

Rehearings:

You may make an application to the Tenancy Tribunal for a rehearing. Such an application must be made within five working days of the order and must be lodged at the Court where the dispute was heard.

The ***only*** ground for a rehearing of an application is that a substantial wrong or miscarriage of justice has or may have occurred or is likely to occur. Being unhappy or dissatisfied with the decision is not a ground for a rehearing. (See 'Right of Appeal' below).

Right of Appeal:

If you are dissatisfied with the decision of the Tenancy Tribunal, you may appeal to the District Court. You only have 10 working days after the date of the decision to lodge a notice of appeal.

However, you may **not** appeal to the District Court:

1. Against an interim order made by the Tribunal.
2. Against an order, or the failure to make an order, for the payment of money where the amount that would be in dispute on appeal is less than $1,000.
3. Against a work order, or the failure to make a work order, where the value of the work that would be in dispute on appeal is less than $1,000.

There is a $200.00 filing fee payable at the time of filing the appeal.

Enforcement:

Where the Tribunal made an order that needs to be enforced then the party seeking enforcement should contact the Collections Office of the District Court on **0800 233 222** or go to www.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.