[2026] NZTT 5484955, 5379041

TENANCY TRIBUNAL AT

APPLICANT: Kech Property Management Limited T/A Quinovic

Landlord

RESPONDENT: Andrew Tipton, Wenxun Kong

Tenant

TENANCY ADDRESS: 97 Cecil Road, Wadestown, Wellington 6012

ORDER

1. Andrew Tipton and Wenxun Kong to pay Kech Property Management Limited T/A Quinovic $1,602.00 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,240.00 (BN-00036821) immediately apportioned as follows:

Kech Property Management Limited T/A Quinovic:	$1,280.00
Andrew Tipton and Wenxun Kong:	$960.00

Description	**Landlord**	**Tenant**
Rent arrears	$1,280.00	
Total award	**$1,280.00**	
Bond	$1,280.00	$960.00

Reasons:

1. Both parties attended the hearings.
2. The relevant background of this matter is:
    a. The tenancy began on 13 January 2025, with a 1 year fixed term to 30 November 2025.
    b. Throughout the tenancy there have been a number of complaints and responses about maintenance and Healthy Homes issues, the details of which are discussed below.
    c. In October and November 2025, there were various notices and correspondence about the landlord's intention to not renew at the end of the tenancy, and the validity of the various notices. The landlord applied for termination, and that matter and the tenant's application for alleged breaches, came before me on 28 April 2026. The tenant's application was part-heard and adjourned, the landlord's application for termination was heard.
    d. On 4 March 2026 I found the termination was valid and issued an order granting the landlord possession from 27 March 2026.
    e. The tenant vacated the property on 13 March 2026. Subsequently a dispute has arisen about the payment of rent after that date. The landlord has carried out cleaning and gardening for which he says the tenants are liable.
3. The tenant has applied for exemplary damages for alleged breaches of:
    a. the landlord's duty to provide the property in a reasonable state of cleanliness and to maintain the property;
    b. healthy homes regulations relating to draught stopping;
    c. landlord's duty to uphold the tenants' quiet enjoyment; and
    d. the landlord's obligation to ensure that their agents gave proper notice before entering the tenancy.
4. The landlord has applied for rent arrears, compensation, and refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

Landlord's claims

How much is owed for rent?

5. The tenancy ended on 27 March 2026, when the landlord took possession. The tenant had moved out on 13 March 2026, he says because the tenancy had ended by order on 4 March. He says that he should not be liable for rent after 13 March 2026. However, the landlord was only able to take possession from

27 March 2026, and the tenant is liable for rent up until that date. The tenant is liable to pay the landlord $1280 in rent arrears.

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

6. 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. There is no question that the premises were left in a reasonably clean and tidy state, however, the landlord seeks the costs of gardening and the costs to professionally clean the carpets.

7. The landlord says that the tenant was liable for the costs of tidying the gardens of $150. The lease makes the tenant liable for the lawns and lawn images and the landlord responsible for maintaining gardens.

8. The area in question is not a lawn or lawn edge, rather it is the area around the path between the back door and the heat pump. This is not a lawn area and therefore the tenant is not liable for this cost.

9. The landlord says the tenant is liable for the costs of professionally cleaning the carpets, as they had a cat and it could be issues with allergies for any incoming tenants. I note that the lease allows for the tenants to have a cat and specifies that the tenant is liable for any damage caused by an allowed pet. Had the lease made it clear that the tenant would be liable for additional cleaning due to having a pet, I would have allowed this cost. However, the tenant is liable for returning the tenancy and a reasonably clean state. This obligation does not extend to professional cleaning of carpets which were otherwise clean and tidy.

Other issues

10. The landlord also sought orders that the tenant was in contempt of my order terminating the tenancy as the tenancy was vacated prior to the date that the landlord regained position.

11. Contempt of tribunal occurs when a person wilfully ignores orders of the tribunal and therefore offence the tribunal from carrying out its business. The tenant vacating the tenancy earlier than the date of repossession is not contempt as it did not affect the tribunal's conduct of its business.

Tenant's claims

Maintenance

12. Andrew Tipton and Wenxun Kong claim that the landlord has breached their obligations under section 45 of the Residential Tenancies Act 1986. Under section 45, a landlord must provide the premises in a reasonable state of cleanliness and maintain the premises in a reasonable state of repair. Breaching any of these obligations is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00. See section 45 and

Schedule 1A Residential Tenancies Act 1986. However, the obligation is bounded by what is reasonable in the circumstances, and the duty is subject to the limits set out in s 45(1)(b):

> *The landlord shall… provide and maintain the premises in a reasonable state of repair* ***having regard to the age and character of the premises*** *and the period during which the premises are likely to remain habitable and available for residential purposes*. (Emphasis added)

Key events

13. The following events are significant to my considerations. In total the correspondence between the parties relating to maintenance and other issues runs to approximately 100 emails, running to several hundred pages. It is neither necessary nor desirable, to comprehensively list the full record of the parties communications.

14. On 21 February 2025, there was a significant weather event with intense rainfall which caused flooding around the back of the house, caused the guttering to overflow, and water to pool. As I understand that this also caused some landslip debris to come down the bank at the back of the house affecting the garden shed and deck. The landlord responded on the same day. A plumber attended reasonably soon after to clear the guttering.

15. On 10 March 2025 the tenants' raised a list of issues which were described as not being urgent but which he felt required action, including:

    a. an external sliding door did not lock properly;
    b. rubber seals on aluminium joinery appeared damaged;
    c. the door between the lounge and hallway was unable to be closed;
    d. the lagging seal around the edge of the woodburner firebox had a gap in it;
    e. the HRV system had a blinking red light indicating replace filter;
    f. some boards on the deck were broken or damaged;
    g. there were broken or missing window catches;
    h. laundry taps leaked;
    i. there were issues with the hot water cylinder;
    j. an internal door had a hole in one side;
    k. there were questions whether the oven thermostat was working;
    l. the rear door caught wind being closed and did not seal properly;
    m. the tenant also noted watermarks and marks on the carpets;
    n. there was landslip debris falling on the garden shed and deck; and

o. fallen tree branches had been blown against the power lines on the excess way.

16. On 25 March 2026, the landlord replied that they would begin to work through the issues.

17. On 3 April 2026, the landlord advised that a contractor had been organised to conduct repairs to the exterior of the property including repairs and painting to the roof and weatherboards and minor repairs around windows. The work would require scaffolding and the landlord advised that they had asked the contractor to let the tenant know when they would be attending the property. It later eventuated that the roof required replacement.

18. There were some issues with the hot water cylinder, which was replaced on 7 April 2025. It appears that there were some delays relating to the availability of the plumber. However, I note that the landlord acted in a reasonably prompt manner.

19. On 9 April 2025, the tenants updated the issues to reflect the replacement of the hot water cylinder and asked that a new shower mixer was installed as the water pressure had changed. A request was also made for a rent reduction while the external works were ongoing.

20. On 12 April 2025, the shower mixer was replaced and the leaking taps fixed.

21. On 14 April 2025, the woodburner was serviced. The tradesman confirmed it was functional and that the door seals, while perishing, were serviceable and the unit was “in reasonable condition for age”.

22. On 1 May 2025, an employee of the contractor retained to do the exterior works attended the site without notice and began water blasting. The tenant asked them to leave the property, and the employee became abusive. The tenant texted the landlord who took immediate steps and apologised.

23. On 25 May 2025, the tenant wrote to the landlord reiterating the list of issues, raising concerns about the landlord’s continued use of the roofing and exterior work contractor, seeking compensation for the inconvenience suffered to date, and also stating that they required a list of chattels for the tenancy.

24. On 28 May 2025 the landlord met with the tenant on site to discuss the issues, and to organise the roofers returning to site. The tenant advised that he was away in June 2025 and so this would be a good time for work to be done. However, it eventuated that he could not be contacted during this period.

25. On 17, 19, 23, and 27 June 2025, the landlord emailed the tenant regarding the model of oven so that the correct supplier could be contacted. The tenant responded to the last of these emails

26. Between 26 June and 11 July 2025, the sliding door locks were repaired. The locksmith assessed the rear door issue and confirmed that it was slightly out of line and court on the bottom of the frame but was otherwise functional.

27. On 30 July 2025, the landlord emailed the tenant advising that the plumber had fixed the kitchen sink leak. However, some of the other issues were on hold as the handyman retained to do the work had been injured. It was requested that there was approval given for the roofers to return as the roof was an urgent job.

28. 11 August 2025, the landlord provided a relatively comprehensive update, addressing the list of issues which also addressed concerns raised by the tenant relating to whether or not window and door joinery was leaking. Further to the issues referred to in the paragraphs immediately above this advised that, amongst other things:

    a. the landlord considered that the joinery was not leaking, rather there was condensation due to the joinery being single glazed;

    b. the window catches and internal door were in progress however the handyman's injury had delayed these;

    c. the lack of a mirror in the bathroom was noted and it was agreed that a mirror would be located and replaced;

    d. it was noted that the HRV issues had been overlooked for which an apology was provided, and it was advised that this work was now in progress; and

    e. the fallen trees on power lines were noted as in progress, however, it was raised that the trees were not on the property and did not appear to be affecting power.

29. On 27 August 2025, the tenant replied to the landlord's email, disagreeing with the landlord's depiction of their responses to a number of the issues. From this point on the relationship between the parties became increasingly fractious. Despite this the handyman continued to work his way through the issues. A significant sticking point shown and an email from the tenant on 29 August 2025, was the roofing and exterior cladding contractor with whom the tenant had had issues in May 2025. 14 day notices were issued by the tenant, and as described above notices that the tenancy would not be renewed were issued.

30. With regard to issues that were still outstanding on 25 November 2025, the handyman provided an email describing issues worked on including the planing of the internal door, some issues with decking and balustrade which while not urgent would require work in future, the addition of silicon to gaps in the window seals, and replacing the weather sealing round the cat flap in the back door.

31. With regard to these maintenance issues the tenant has sought exemplary damages and compensation for the loss of amenity he says occurred due to

these issues. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest. See section 109(3) Residential Tenancies Act 1986.

32. I conclude that the landlord has not breached their obligations to maintain the property in reasonable condition, taking account of the age and condition of the property. I note that the list of issues provided by the tenant was initially described as not being urgent. Where issues were urgent relating to leaks, hot water cylinder, weather tightness such as the roof, or issues such as the shower mixer, these were dealt with reasonably promptly.

33. It is difficult for a tenant to argue that a landlord has not taken reasonable steps to maintain the property when the tenant has refused to allow the tradesmen contracted by the landlord to attend the site. I also note that during the period for which the group was being replaced the landlord accepted a lowered rent payment to allow the inconvenience. I conclude that the tenant's claim is not made out.

Quiet enjoyment

34. 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. 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.

35. Under the Residential Tenancies Act 1986 the landlord must not breach the quiet enjoyment in a manner which constitutes harassment. 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.

36. The tenant's allegations of breaches of quiet enjoyment relate to the attendance of tradesmen on-site, in particular instances when tradesmen have attended without first giving notice to the tenants. The tenant says that these tradesmen were the landlord's agents and that any failures in giving notice of attendance by the tradesmen can be attributed to the landlord. In particular the incident on 1 May 2025 where the employees of the roofing and cladding contractor became abusive when asked leave the site was of concern.

37. For harassment to occur there must be a pattern of behaviour in this instance there is no such pattern. Furthermore, I cannot conclude that the tradesmen, who were contractors, were acting as the landlord's agents. Agency requires that someone is acting on behalf of another. A tradesmen retained to work for a property owner is not acting as the property owner, rather they are acting for the

property owner. For agency to arise the agents needs to have communicated by words or actions that they are standing in the shoes of their principal, such as in this instance where the landlord as the agent of the property owner. There are no such circumstances here. Furthermore, when the issue on one May arose the landlord took steps immediately and apologised to the tenant. For these reasons the tenant's claims for breaches of quiet enjoyment fail.

Healthy homes draught stopping

38. Andrew Tipton and Wenxun Kong 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). Andrew Tipton and Wenxun Kong considers that the landlord has failed to comply with the HHS draught stopping standard.

39. The draught stopping standard requires that residential premises be free from unreasonable gaps and holes that are not an intentional part of the building, which allow draughts to arise.

40. The HHS does provide exemptions in specific circumstances.

41. 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).

42. The particular issues here relate to the rubber seals around window glazing, the lagging around the wood burner door, and seals around the cat door.

43. With regard to the window seals the landlord has provided photos which show that the seals have shrunk, however the gaps on the seals on the inside do not match with gaps on the outside. Any gaps such as they are too small to be in breach of the draught stopping standard.

44. With regard to the lagging around the wood burner and the allegation that there was a draft coming from the wood burner, as mentioned at [19] a qualified tradesman examined the wood burner and while noting the lagging said it was compliant. While I acknowledge that a wood burner or any form of fireplace will allow in some drafts this is because the ability for air to enter the firebox from outside as necessary to the functioning of a fireplace.

45. With regard to the cat door issue, I note this was not raised until later on in the piece when the parties were in open disagreement about a number of issues, and it was attended to by the tradesmen reasonably promptly.

46. The tenant's claim for healthy homes issues is not made out.

Other issues

47. The tenant also brought complaints that the landlord had refused to provide communications details for the owner, and had advised the owner lived overseas, when he was in fact dwelling in New Zealand. There is no obligation

on a landlord to disclose details about the owner. The Residential Tenancies Act 1986 requires only that there is an address for service, and that if a landlord is overseas for more than 21 days. None of these provisions create an obligation for the landlord to have complied with the tenant's request.

C Boys
02 June 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.