[2026] NZTT 5348701

TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANT: Anand Pal Singh VIRDI

Tenant

RESPONDENT: Snezana Dacic

Landlord

TENANCY ADDRESS: Unit/Flat 8, 14 Willcott Street, Mount Albert, Auckland 1025

ORDER

1. The application is dismissed.

Reasons:

1. Both parties attended the hearing. The tenant was assisted by the court appointed Hindi interpreter. The landlord was assisted by the court appointed Serbian interpreter.
2. The applicant is required to establish the claim to the civil law standard of proof, on the balance of probabilities.
3. The tenant filed an application with the Tribunal on 19 September 2025 seeking reimbursement of costs of $773.00 relating to electricity, water, telephone and internet. Prior to the hearing the tenant then stated he was increasing the amount claimed to $1350.00.

Background

4. The premises consist of a unit with 2 bedrooms and 1 bathroom.
5. The parties signed a one-page tenancy agreement on 24 May 2025.

6. The tenancy started on 31 May 2025. The tenant says, on paper it was just himself living there but there was also another couple residing there with him. The tenancy ended on or about 25 September 2025.

7. I held a hearing with both parties present today.

8. Both parties provided documentary evidence. I also heard oral evidence from the parties during the hearing. The parties should know that all evidence has been carefully considered, even though I do not refer to all of it in my decision.

Issues

9. The issue the Tribunal must decide is this:

    a. Whether the amounts claimed were incurred by the tenant and whether the landlord is legally liable to reimburse for those amounts.

Relevant law

s39 RTA: Responsibility for outgoings

(1) The landlord is responsible for all outgoings in respect of the premises that—

(a) are incurred whether or not the premises are occupied; and

(b) are incurred for common facilities.

(2) Without limiting the generality of subsection (1), the landlord is responsible for the cost of—

(a) the general rate (within the meaning of section 13 of the Local Government (Rating) Act 2002) payable in respect of the premises; and

(b) insurance premiums payable in respect of the premises; and

(c) any body corporate levies payable in respect of the premises.

(3) The tenant is responsible for all outgoings in respect of the premises that are exclusively attributable to the tenant's occupation of the premises or to the tenant's use of the facilities.

(4) Without limiting the generality of subsection (3), the tenant is responsible for the following charges, incurred during the tenancy, in respect of the premises:

(a) electricity and gas:

(b) telephone and Internet:

(c) supply of water if the water supplier charges for water provided to the premises on the basis of consumption.

10. The tenancy agreement records as follows:

- The agreement starts on 31 May 2025 and will continue on a weekly basis. The agreement is for the period of minimum 3 months.

- The rent is $300.00 per week and is to be paid weekly in advance by the tenant to the landlord.
- A security deposit of $600.00 is payable to the landlord. A written receipt will be given to the tenant.
- This agreement can be terminated by 30 days' notice given by either party in writing […]
- …
- Fair usage total cost for the electricity, water, telephone and internet is set to $200.00 per month. If these monthly charges exceed $200.00, the tenant is responsible for paying any excess amount.

11. The tenant says that this was an arrangement made between and agreed by the landlord that the name was changed on the internet and power to the tenant's name.
12. The landlord confirmed during the hearing that when the tenant moved into the property the internet and power accounts were in the name of the landlord's father. During the tenancy the landlord's father retired into a rest home and the internet and power accounts were transferred into the tenant's name.
13. The tenant claims that the arrangement was that when the accounts were transferred into the tenant's name the accounts were for a fixed period of 1 year. He says that he signed an internet and power contract for 1 year as it was cheaper.
14. In order to get the contract signed with the power company he had to pay the arrears from the previous tenant who resided there before in order to get the 1-year contract.
15. The tenant says that the contract was not honoured. The tenant was supposed to relocate to Australia and the contract was supposed to continue. The tenant was supposed to move to Australia end of September 2025.
16. The tenant moved out of the address even though he did not relocate to Australia. When new tenants moved in they continued using the internet account of the tenant. He left the account in his name to assist the landlord. He did not cancel the internet as he was told there would be an early termination charge of $400.00.
17. The tenant says that there were arrears from the previous tenant relating to Mercury Energy for $311.75. There was also another charge from Mercury Energy for $54.07.
18. When the tenant opened his account there was a charge of $168.00.

19. A $150.00 early termination fee was charged by Mercury. The tenant says that he is unsure whether the $150.00 charge was included in the amount of $168.00.

20. The tenant claims that there was a $99 connection fee for broadband and then $65.00 per month for 4 months.

21. The tenant says that there was a $300.00 credit on his account. The tenant says that the landlord went with him to the Vodafone store to use the voucher. The tenant then stated during the hearing that this is not one of his claims.

22. The tenant says the arrangements made with the utility companies was to reduce the monthly amounts and to help the landlord's family. There was no benefit for him. The tenant says 15 days before signing the tenancy agreement the tenant had a discussion with the landlord's family in that he would be moving to Australia.

23. The landlord confirmed that when the tenant moved in the accounts were in her father's name. Soon after, given that her father was unwell, it was decided to transfer the accounts into the tenant's name.

24. The landlord says that she was never involved in the transfer of the names. She says that she was not aware of what accounts the tenant was opening or contractual terms he was agreeing to. She also says that when she asked for details of amounts owing he would not tell her. When the tenant asked her to pay him he would not give her any proof.

25. The landlord says that the two amounts of $311.75 and $54.07 were arrears from the landlord's father. The landlord produced evidence during the hearing that these two amounts were paid by her father. The tenant does not accept this document. The landlord stated during the hearing that if the tenant has paid this then she would reimburse him.

26. The landlord also confirmed during the hearing that she paid the tenant the amount of $25.00 for the 2 keys along with an amount of $115.00 for water.

27. The landlord says that she does not understand why the tenant would commit to a 1-year contract knowing that he may be moving to Australia. The landlord also says that she does not understand why the internet account was in his name until the end of November.

Analysis

28. The burden of proof rests on the party making the claim, in this case the tenant. The tenant must establish both the amount of the loss claimed and the legal basis for which the landlord is liable.

29. The tenant's evidence concerning the claim was largely unsupported by any reliable documentation. While the tenant referred to a variety of internet, electricity, water and related charges, no evidence was produced establishing

the amounts paid; whether the payments related to the tenancy or whether any amounts represented liabilities of the landlord as opposed to an obligation personally assumed by the tenant.

30. The tenant says that he entered into a one-year contract with utility providers however no contractual documentation was provided to the Tribunal demonstrating or confirming this. The tenant failed to provide evidence confirming an agreement by the landlord to reimburse costs arising from these contracts.

31. The oral evidence received during the hearing establishes that only the utility accounts were transferred into the tenant's name at some stage during the tenancy. That fact alone does not establish liability on the part of the landlord for charges incurred under those accounts.

32. The tenancy agreement expressly provided that utility costs were subject to a fair usage arrangement and that the tenant was responsible for charges exceeding the agreed limit. Nothing in the tenancy agreement supports the tenant's claim that the landlord assumed responsibility for commitments entered into with utility providers.

33. The tenant also failed to produce reliable evidence showing that any alleged arrears paid by him related to the landlord or the landlord's father.

34. The landlord produced evidence showing that certain amounts raised by the tenant had already been paid.

35. The tenant's application is unsupported by invoices, account statements, receipts, contractual documents, payment records or other reliable evidence.

36. The Tribunal cannot make an award based on unsubstantiated assertions.

37. Having considered all of the evidence I am far from satisfied that the tenant has established, on the balance of probabilities, either the amount claimed or any legal basis on which the landlord is responsible for the amounts claimed.

38. Accordingly, the tenant's claim has not been established and is dismissed.

M Manhire
21 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.