[2026] NZTT 5437005

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Anna Ruby Malama Hallett and Jesse Sakaria Tenants
RESPONDENT:	Irene Pena and Raymond Peng as owner Barfoot & Thompson Limited as Agent Landlord
TENANCY ADDRESS:	148 Hillside Road, Papatoetoe, Auckland 2025

ORDER

1. Irene Peng and Raymond Peng and Barfoot & Thompson Limited must pay Anna Ruby Malama Hallett, Jesse Sakaria and Hemara Young **$2,593.22** immediately, calculated as shown below:

Description	**Landlord**	**Tenant**
Compensation: excess electricity charges		$815.22
Compensation: general damages		$1,750.00
Filing fee reimbursement		$28.00
Total award		**$2,593.22**
Total payable by Landlord to Tenant		**$2,593.22**

Reasons:

1. Both parties attended the hearing.
2. In the circumstances it is appropriate that the owners be included as parties to the proceedings. They are identified in the agreement as the principals for whom the property managers were acting as agent and the issues involve them.

3. A third tenant Ms Young was a tenant in the tenancy agreement. A variation was signed on 2 October 2025 by which from that date she was removed as a tenant. The variation provides that she remains responsible for all the tenants' joint obligations up to that date. It follows that she is entitled to performance of the landlords' obligations to the tenants jointly up to that date. I find that Ms Young should have the benefit of the Orders made.

4. Ms Young has authorised Ms Hallett to represent her.

Background

5. The parties entered into a tenancy agreement on 14 March 2022. The tenancy was for an initial fixed term through to 17 March 2023 and has continued on a periodic basis after that.

6. The tenancy ended on 20 November 2025, the bond has been released. No other issues need to be considered.

7. The premises next to these premises are also rented by the landlord, to the tenants' neighbours. The electricity supply to both homes is through a main meter in these premises. A check meter is installed in these premises intended to record the neighbours' power usage.

8. The agreement says that the tenants must pay all charges for electricity but is otherwise silent about how electricity costs are to be dealt with.

9. The tenants' evidence, which is not disputed by the landlords, is that after the tenancy agreement was signed, they were told by the landlord that they would need to arrange an electricity supply account, for supply to these premises and the neighbouring premises. They were then to provide the property manager with a photograph of the check meter and the property manager would work out the amount that the neighbours needed to pay to the tenants to reimburse the cost of the power used by the neighbours.

10. Some way into the tenancy, the tenants became concerned that this was not a proper of fair arrangement. They were not clear that the property manager's calculations properly reimbursed them for the power the neighbours had used but the tenant had paid for. They had concerns that the check meter might not be accurate and also that the check meter might not be recording power used in the neighbours' garage that adjoined theirs, which they believed was occupied as a living space by the neighbours.

11. An e-mail to the property manager on 8 September 2025 says, *"This arrangement is not fair, particularly given that the neighbours also use power in the garage, which is connected to our meter. To resolve this issue I request the following:*

1.Refund: *Please confirm whether a review of past billing has been completed and whether we will be reimbursed for any overpayment.*

2. Fair Future Arrangements*: Please confirm how electricity charges will be divided fairly going forward. This could be achieved by either:*

- *installing a separate meter for the sleepout and garage; or*
- *having the landlord take over the electricity account and factor usage into rent, to ensure compliance with the Residential Tenancies Act"*

12. The landlord undertook a review of the amounts it had recovered for the tenants from the neighbouring tenants. Following that review a compensation payment to due to the tenants of $815.22 was calculated. The tenants have not accepted that settlement and have not received the compensation offered.

13. Neither of the tenants' other requests was actioned.

Analysis

14. Tenants are only required to pay the cost of utilities used by them[1].

15. Landlords are responsible for providing the necessary infrastructure.

16. Here, the landlord has breached their obligations by requiring the tenants to pay for electricity used by the neighbouring household as well as their own, albeit that a system was in place to try and fairly recover the costs of the neighbours' use.

16. As illustrated by the present situation, that puts all the risk of loss on the tenants, who have paid for all the power used by both homes.

17. Because there are meters in place intended to record the electricity used by each household, it would not be fair to address any uncertainty by requiring the landlord to compensate the tenants for all electricity paid for by them during the tenancy.

17. The tenants are entitled to be compensated for losses caused through having paid for any electricity not exclusively attributable to their occupation and use of the premises. Calculation of that compensation is dealt with separately below.

18. My finding is that the tenants are also entitled to compensation for the non-monetary loss caused by the landlord's breach. The evidence shows that this has been a cause of stress and frustration to the tenants for some time. They requested appropriate measures to ensure a compliant system for dealing with electricity supply and costs. Those requests were not acted upon. The landlord

[1] S.39(3) RTA

did not investigate to ensure that the supply to the neighbour's garage was properly recorded through the check meter or that the meter check meter was accurate.

19. The evidence raises some very significant questions about the accuracy of the recording sysetm. I have been through the power invoices for the whole of the tenancy. As a random example, the tenants are recorded as having used 1300KwH of electricity between 9 August 2025 and 6 September 2025, based on actual readings. The property manager's calculation, which I understand is based on photographs sent to it by the tenants from the check meter (which is why it is tnot for exactly the same period), shows use of 64KwH by the neighbours for the period from 12 August 2025 to 17 September 2025 – less than .05% of the total used. That pattern repeats throughout the whole period for which I have been provided with the property manager's records.

20. I have given the parties the opportunity time to have an investigation done into the metering system. Both prefer that a decision be made on the basis of the evidence currently available.

21. While raising serious questions, the evidence does not prove the check meter is inaccurate or wired in a way that does not record electricity use in the neighbour's garage.

General damages

22. Where harm has been caused by a party's breach, that is difficult to calculate mathematically, the Tribunal is able to consider making an award of general damages.

23. General damages are not intended to compensate for financial loss but for pain or suffering or emotional distress. See *Birch v Otautahi Community Housing Trust* [2].

24. In *Tenant* v *Ezy Rentals*[3] the Tribunal said: *"By reference to Otautahi, I consider the bands that might usefully inform the Tribunal's decision in this case are:*
A. At the lower end of the scale, where a breach causes inconvenience, frustration, annoyance, or disappointment: an award of $200.00 to $2,000.00.
B. Where due to the breach the party has endured more inconvenience and a higher level of mental distress such as worry, stress, tension, or anxiety: an award of $2,000.00 to $3,000.00.
C. At the upper end of the scale, where the party has experienced

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[2] Birch v Otautahi Community Housing Trust [2020] NZDC 17667 (at para [35])

[3] Tenant v Ezy Rentals [2022] NZTT 4323927

hardship, insecurity, humiliation, intimidation, aggravation, or fear: an award of over $3,000.00."

25. Here, my finding is that general damages should be limited to compensation for the considerable hassle, frustration and annoyance of having to deal with these issues, caused by the landlord's breach, including having to take responsibility for taking and reporting check meter readings, being out of pocket for electricity costs until reimbursed, having to face the risk of loss if insufficient recovery was obtained by the property manager, having to engage in lengthy and frustrating chase up of the landlord to get a reconciliation completed and having their legitimate requests for changes, not acted upon.
26. While significant, I do not see those annoyances and frustrations as constituting higher level mental distress. My finding is that an award of general damages of $1750.00 would be just.

How should compensation be calculated?

27. The tenants should be repaid:

    a. the cost of electricity used at the neighbouring premises;

    b. 50% of the fixed supply related charges.

28. As noted, I have been through the provider invoices for the whole of the tenancy. I have totalled all non use based supply charges, of which the tenant's should be paid 50%. I have totalled all use based charges recorded by the check meter, as shown in the landlord's reciliation calculations. Where there are for period for which there is no information I have applied an average use figure.
29. From that I have assessed the total amount the tenants should have been paid and compared that to the total the tenants have in fact been paid, based on the information provided by them.
10. The result of that exercise is that:

    a. I have strong reservations about whether the check meter data accurately records all electricity used at the neighbouring tenancy; but

    b. on the basis of the available evidence about the neighbour's electricity use, I do not find it proved that the compensation offered by the landlord is less than the tenants are entitled to.

11. Because I have not made a determination about the accuracy of the recording system, the tenants are not prevented from making a further application about that should they choose.

27. Because the tenants have had claims upheld, I reimburse the filing fee.

B King
01 July 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.