[2026] NZTT 5532753

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Barfoot & Thompson Limited As Agent For Stephen Murray And Emma Corbett Landlord
RESPONDENT:	Samantha Hill, Isaac Paul Tenants
TENANCY ADDRESS:	54 Blue Heron Rise, Stanmore Bay, Whangaparaoa 0932

ORDER

1. Samantha Hill and Isaac Paul owes Barfoot & Thompson Limited As Agent For Stephen Murray And Emma Corbett $6,798.00 (“the debt”).
2. Samantha Hill and Isaac Paul must pay weekly rent and the debt as follows:
    a. Regular weekly payments of $900.00 every Saturday from 08 August 2026, being $900.00 for current rent.
    b. One lump sum of $4,100.00 for the unpaid bond, comprising $3,600.00 for the general bond and $500.00 for the pet bond, no later than 23 August 2026.
    c. Three instalments to clear rent arrears of $2,670.00, as follows:
        a. $1,000 to be paid on 19 August 2026;
        b. $1,000 to be paid on 02 September 2026; and
        c. $670 to be paid on 15 September 2026.
    d. One lump sum of $28.00 for the filing fee, no later than 15 September 2028.

3. If the tenants fail to pay current rent and the debt set out in paragraph 2(b) to (d) above within 2 working days of the due dates:

   a. The tenancy at 54 Blue Heron Rise, Stanmore Bay, Whangaparaoa 0932 will terminate and the landlord will have immediate possession of the premises.

   b. The balance of the debt will be payable immediately.

Description	**Landlord**
Rent arrears to 07 August 2026	$2,670.00
General bond	$3,600.00
Pet bond	$500.00
Filing fee reimbursement	$28.00
Total award	**$6,798.00**
Total payable by Tenant to Landlord	**$6,798.00**

Reasons:

1. The hearing was conducted by video conference.
2. Ms Willis appeared for the landlord. Mr McCall from Ms Willis' office joined the hearing during the discussion about the bond.
3. Ms Hill appeared as one of the tenants. Ms Hill attended the hearing by teleconference.
4. Mr Paul, the other tenant, did not attend. Ms Hill advised that Mr Paul was not available.
5. The landlord has applied for termination of the tenancy, rent arrears and refund of the bond. The tenant wants to repay the debt to avoid immediate termination.

Should a conditional termination order be made?

6. The Tribunal may terminate a tenancy for breach where, due to the nature or extent of the breach, it would be inequitable to refuse to terminate. Where the breach is capable of remedy the landlord must first serve a notice on the tenant requiring them to remedy the breach within at least 14 days, and establish that the tenant has failed to do so. See section 56(1) Residential Tenancies Act 1986.
7. The tenants breached their obligations by failing to pay the weekly rent and the general bond.

a. On 9 June 2026, the landlord served a 14-day notice on the tenant requiring payment of the rent arrears.

b. On 19 June 2026, the landlord served a further 14-day notice requiring the tenant to pay the general bond.

8. The breaches were not remedied within the required periods because Ms Willis said there had been “quite a few emails back and forth” from Ms Hill with other payment plans, but those payment plans had “not basically been honoured.”

9. She said the owners had “lost faith” in the tenancy because promises had been made in the past and broken. She said that the owners wanted termination because there had been previous promises and they did not feel confident the tenants would uphold another agreement.

10. It would be inequitable to refuse to terminate the tenancy.

11. However, Ms Willis advised that some payments had been made overnight. As at the hearing, the rent arrears were $2,670. Ms Willis said this represented approximately 21 days’ rent arrears

12. Ms Hill did not dispute that there were rent arrears. She said the arrears were approximately 20 and a half days. Just below 21 days’ rent arrears.

13. During the hearing, Ms Hill said she would maintain the regular rent payments of $900 each week, beginning on Saturday 8 August 2026.

14. Ms Hill also proposed to clear the arrears by paying:

    a. $1,000 on 19 August 2026;

    b. $1,000 on 2 September 2026; and

    c. $670 on 15 September 2026.

15. Ms Hill said those payments would clear the arrears over approximately five to six weeks, while she also maintained the regular weekly rent.

16. Ms Willis advised that the landlord did not accept the proposal. She said there had been previous payment plans which had not been honoured. She said the landlord had lost confidence in the tenancy.

17. Ms Willis also said the landlord had experienced financial hardship and stress because of the arrears. She said the landlord had needed family assistance with mortgage payments and had defaulted on a mortgage payment.

18. Ms Willis further raised the issue that no bond was being held for the tenancy.

19. Ms Hill accepted responsibility for the arrears. She explained that she had fallen behind because of a reduction in income. She explained that her partner, Mr Paul, had undergone shoulder surgery approximately two and a half to three months earlier. She said income protection insurance had now started and would provide an additional $700 per fortnight.

20. Ms Hill said the income protection payments would allow them to maintain the weekly rent and make the proposed arrears payments.

21. Ms Hill said the tenants have three young children under the age of eight. She said they did not want to lose their home and were willing to accept a conditional order. She acknowledged that, if they failed to comply with the conditional order, the tenancy could be terminated.

22. The parties also discussed the bond. The tenancy agreement records a general bond of $3,600. Clause 25 of the agreement also records a $500 pet bond. The total amount outstanding for the general bond and pet bond is therefore $4,100.

23. Ms Hill said she had an appointment with MSD on 17 August 2026 to sort out the unpaid bond.

24. Ms Hill proposed that the outstanding bond and pet bond would be paid by 23 August 2026.

25. The rent arrears are significant. The landlord's concerns are understandable, particularly given the previous payment difficulties, the absence of bond security, and the financial pressure described by Ms Willis.

26. However, some recent payments were made, and Ms Hill has proposed a specific repayment plan. The proposed plan identifies the dates and amounts to be paid. Ms Hill also explained the source of the funds rather than leaving the plan empty.

27. I accept that the landlord has lost confidence in the tenants' ability to comply. That concern is a relevant factor.

28. I also accept that immediate termination would have a serious impact on the tenants and their family. Ms Hill acknowledged the seriousness of the situation and accepted that a conditional order would have significant consequences if they failed to comply.

29. In these circumstances, I consider it appropriate to make a conditional termination order rather than an immediate termination order.

30. The purpose of the conditional order is to give the tenants one final opportunity to remedy the arrears and comply with their obligations, while also protecting the landlord if the tenants do not comply.

31. If the tenants fail to make any required payment under this order, the landlord may enforce the termination order in accordance with the usual process, without needing to relitigate the substantive issues

32. Accordingly, despite my finding that it would be inequitable to refuse to terminate the tenancy, having heard the evidence I am satisfied the tenant will pay the debt within the period specified in the order and is unlikely to commit

any further breach. I have granted a conditional termination. See section 78(3) Residential Tenancies Act 1986.

33. The conditional termination order will lapse if it is fully complied with. If the tenant breaches the order, the possession order is enforceable for 90 days from the first breach. See section 64(4)(b) Residential Tenancies Act 1986.

Filing fee

34. Because Barfoot & Thompson Limited As Agent For Stephen Murray And Emma Corbett has wholly succeeded with the claim I must reimburse the filing fee.

M Kan
07 August 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.