[2026] NZTT 5461231, 5482189

TENANCY TRIBUNAL AT PAPAKURA | TE TARAIPIUNARA RETIHANGA KI PAPAKURA

APPLICANT: Cindy Marie Hattie

Tenant

RESPONDENT: Southern Suburbs Realty Limited

Landlord

TENANCY ADDRESS: 115 Old Wairoa Road, Papakura, Papakura 2110

ORDER

1. Cindy Marie Hattie must pay Southern Suburbs Realty Limited $4,277.38 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent, water, rubbish removal, cleaning, etc	$5,837.38	
Compensation for loss of bathroom facilities		$1,560.00
Total award	**$5,837.00**	**$1,560.00**
Net award	$4,277.38	
Total payable by Tenant to Landlord	**$4,277.38**	

Reasons:

1. Both parties attended the hearing on 9 September 2026.
2. The parties signed a residential tenancy agreement for a tenancy which started on 30 January 2021 and ended on 22 March 2026.
3. On 5 March 2026 the tenant applied to the Tribunal for compensation for retaliatory notice, mould caused by leaks from the roof and gutters, and loss of use of the bathroom.

4. The landlord applied to the Tribunal on 2 April 2026 for rent arrears, compensation, refund of the bond, and the filing fee. The bond of $2,210.00 has since been applied towards the rent arrears.

Landlord's Application

5. The landlord's claim was for:
    - Rent arrears of $64.29 to the end of the tenancy on 22 March 2026.
    - Water charges of $351.99.
    - Rubbish removal costs of $4,225.10.
    - Cleaning and pest control costs of $1,196.00.
6. The claim totalled $5,837.38. The tenant did not dispute the claims, although she requested a payment plan. This is something the parties can agree on outside of the Tribunal process.
7. I find that the landlord's claims are established.

Tenant's Application

8. The tenant complained about the conduct of a previous property manager, who I will call SM. She said the property manager did not keep a record of the issues that needed to be resolved. The tenant said she sent a video showing rain coming inside and was told by SM that she was at a family event and to put buckets and towels down.
9. The tenant showed the Tribunal a video on her phone, said to show rain coming inside. I was unable to identify any leak in the video. The tenant said the leak was fixed a couple of days later, but the damp insulation in the roof was not replaced, which caused mould to appear.
10. The tenant said she had no bathroom for 2 years due to a crack in the bath and mould was found behind it. She acknowledged that the landlord made an insurance claim, but the process took 2 years. During that time, she had to take her children to a relative's house to bathe, although they could still use the shower.
11. There was a problem with the power tripping if the rangehood, extractor fan or air conditioning were used at the same time. The tenant acknowledged that the property manager arranged for an electrician to attend, who advised that the fuse box needed to be updated. A quote was sent to the owner, but the work was not performed.
12. The tenant spoke about problems with light fittings in two end bedrooms. An electrician came to fix the lights, but the work was not done properly and there

was a hole left with exposed wires. The tenant put a cabinet in front of the hole out of concerns for her daughter's welfare. There was an issue in her son's bedroom, where the light batten in the ceiling was insecure. It could have been pushed back inside the ceiling cavity with the pressure needed to change the bulb.

13. There was an issue with her daughter's bedroom window, which had a broken latch, and the tenant had to tie the window shut for security. The tenant said she told the property manager about this at three inspections, but it was not remedied.

14. The tenant personally delivered a handwritten notice to remedy at the property manager's office on 2 February 2026. The notice raised issues with tree trimming, light fixtures, flaking paint and mould, and her daughter's broken window.

15. It is relevant to have regard to the landlord's exit inspection report dated 23 March 2026 in the context of the tenant's application. The property manager noted, for example:

    - The premises were not reasonably clean and tidy throughout.
    - There was a large volume of rubbish.
    - There was a strong odour consistent with pet urine.
    - The carpets were heavily stained.
    - There was an active cockroach infestation throughout the property, which had been flagged in routine inspections.

16. The photographs accompanying the inspection report show a property left in poor condition.

17. The landlord also provided the following inspection reports:

    - Entry inspection dated 26 January 2021.
    - Routine inspection dated 16 August 2022. No mould was identified although there was reference to ceiling paint cracking in bedrooms 2 and 3. The tenant was asked to de-clutter. It was noted that the bath had still not been installed.
    - Routine inspection dated 15 November 2022. No mould was identified although there was again reference to ceiling paint cracking and to a "leak in front bedroom with heavy rain". The bathroom work was incomplete. A need to check the gutter outside one of the bedrooms was noted.
    - Routine inspection dated 15 March 2023. No mould was identified, although the ceiling paint was still cracking, and in bedroom 2 there was

"…still leaking along the roof line when it rains and goes down side wall." The new bath had been installed. It was noted that the roof tiles needed to be checked for cracks: a roofing contractor was being organised to check the roof tiles, gutters, and spouting. Cockroaches were seen.

- Routine inspection dated 17 September 2024. It was noted that there had been no leaks in bedroom 2 since the roof was repaired. There was "mould along back and side". I note that there is visible mould on the ceiling of bedrooms 2 and 3 in the photographs. The property manager also queried whether the wall light had exposed wiring. The trees had been trimmed. Maintenance work to the gutter above the end bedroom and bathroom had been organised.
- Routine inspection dated 17 February 2025. It was noted that there had been no leaks in bedroom 2 since the roof was repaired. There was "mould along back and side".
- Routine inspection dated 6 November 2025. There was no mould in the lounge, kitchen, bathroom, shower, or toilet. The window security stay and latch in bedroom 2 needed to be reinstalled. The ceiling paint was cracking. There had been no leaks since the roof was repaired. The gutter was "dropped" at the back of the garage. The trees had been trimmed.

18. The photographs accompanying the November 2025 inspection report show clutter which would have impeded the property manager's visual inspection, including inside wardrobes. The landlord had issued a notice to remedy for failure to keep the premises reasonably clean and tidy on 6 March 2025.

Relevant Law

19. Under section 45 of the Residential Tenancies Act 1986 (**the Act**) a landlord must provide and maintain the premises in a reasonable state of repair, comply with all requirements in respect of smoke alarms and insulation set out in the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 and comply with any relevant enactment in relation to buildings, health, and safety.

20. A landlord is not in breach of their maintenance obligation if they do not remedy a latent or hidden defect (*Barfoot & Thompson v Casey* (District Court Auckland, CIV 2005-004-001762, 7 November 2007)). This means that a landlord's maintenance obligation is limited to observable or notified defects, and a tenant has an independent obligation to notify the landlord of damage or the need for repairs (section 45(1)(d)).

21. Landlords must investigate and repair a defect brought to their attention in a timeframe that is reasonable in the circumstances (*Collins v Professionals Hutt*

City Limited (District Court Wellington, CIV 2009-085-001431, 24 February 2010)).

22. The landlord must insulate the premises in accordance with the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016. From 1 July 2019, all residential premises had to be insulated to a minimum standard. There are exceptions to these requirements, for example, where it is not reasonably practicable, or where there is a habitable space above or below the ceiling or floor that would otherwise have to be insulated.

23. All private rentals had to comply with the Healthy Homes Standards by 1 July 2025.

24. The ventilation standard sets out minimum expectations around windows and doors, and in particular the area of doors and windows that are openable. The standard also requires that each kitchen and bathroom have extractor fans installed with a minimum defined extraction capacity.

25. The moisture ingress and drainage standard requires that buildings comprising residential tenancies must have efficient systems to drain storm water, surface water and ground water, and that includes gutters, downpipes and drains. The Standard requires a ground moisture barrier when there is an enclosed subfloor space.

26. For a termination notice to be declared retaliatory, the tenant must prove that in terminating the tenancy, the landlord was motivated wholly or partly by the tenant exercising a right under the tenancy agreement or any Act, or by any complaint against the landlord (section 54).

Analysis

Maintenance Issues

27. The tenant placed some emphasis on the property manager's conduct during the tenancy. I find nothing remarkable in the text messages provided. On 11 December 2022 (a Sunday) the tenant texted SM with a video, stating that there was "water coming into the lounge from the front door from the ceiling". The property manager replied asking if it was an emergency because she was at a family event. The full conversation does not appear to have been reproduced, but the property manager is also shown stating that she would get someone to look at the leak the following day: "just keep towels and a bucket there thanks".

28. I consider that this was an entirely appropriate response from the property manager to an issue that she understood to be non-urgent.

29. The tenant provided a photograph of cracked roof tiles and mould inside wardrobes. The tenant texted photographs of mould in the "end closet" of the

"end room on the right" to the landlord. The Tribunal was told that these texts were sent on 23 March 2025, although there is no visible year.

30. I accept that there were issues with the roof and guttering. The landlord attempted to address them. The landlord provided invoices dated 3 September 2022 (gutter clean) 17 April 2023 (gutters and downpipes) 16 October 2023 (spouting clean and replacement roof tiles) and 10 October 2024 (spouting clean). I note that the 16 October 2023 invoice stated that the "roof tiles on this property are extremely old & brittle".

31. The ceiling insulation was replaced and the invoice, dated 2 May 2025, noted that the existing insulation was "non-compliant". Whether this means there was a breach of the transitional insulation standard is not something I can or need to address. The landlord issued a work order on 5 December 2024 to check the insulation after the tenant advised that the insulation was mouldy. A quote for $883.89 was approved on 26 March 2025.

32. There appear to have been roof leaks during the tenancy, although it is difficult to create a precise timeline. The mould was probably caused by a roof leak rather than by the internal condition of the premises as shown in the inspection reports. However, there is evidence that the landlord responded to the leaks within a reasonable time and took steps to fix the roof. Those efforts were thought to have resolved the problem for the time being. Although the roof may have been old and in need of renovation, I am not satisfied that the landlord failed to comply with its maintenance obligations in relation to the roof or the leaks. It follows that the tenant's claim for compensation for damaged belongings cannot succeed. I would add that there was a lack of evidence to support the claimed damage or the value of the items.

33. There was an issue with the electrical system tripping and a light fitting with exposed wiring. I note that the electrical circuits were re-wired, and a new switchboard installed in September 2018, prior to the tenancy. Work orders were issued on 15 November 2022 and 14 November 2023, relating to electrical issues. The latter work order queried whether the wall light in the tenant's daughter's bedroom (bedroom 2) was OK. It was also noted that the power would trip when the heat pump and lights were on. In the invoice dated 1 December 2023, the electrician said a quote would be provided to split the heat pump circuit to prevent overloading. The invoice dated 30 November 2022 referred to replacement of a batten holder in an end bedroom.

34. In my view, these documents show that the landlord was attentive to the electrical issues being raised by the tenant and was attempting to remedy them. The tenant said these issues were not fixed properly but the evidence does not prove that. I find there was no breach of the landlord's obligations.

35. The landlord provided a timeline relating to the bathroom repairs. This indicated that the tenant reported the issue with the bathroom on 24 May 2021. An

insurance claim was made, and there was a dispute about the extent of cover, causing delay. The claim was not accepted by insurers until August 2022. The landlord acknowledged that there was a period of about 1½ years when the tenant did not have full use of the bathroom. The landlord referred to correspondence with insurers in May 2021 and an invoice from a contractor in October 2022. It is unclear if this was issued on completion of the bathroom repairs, but judging from the inspection reports, it is likely the bathroom was finished in late 2022.

36. It is difficult to determine whether there was a breach of the landlord's maintenance obligations, accepting that the delay in repair was caused by a dispute with insurers. The Tribunal also does not know the extent of remediation necessary due to leaks in that room and whether the issues could reasonably have been remedied earlier. A more expensive or complex problem logically takes longer to fix. The bathroom was fully renovated.

37. Whether or not the condition of the bathroom was a breach of the landlord's maintenance obligation, it impacted on the tenant's use and enjoyment of the premises. The tenant was entitled to the quiet enjoyment of the premises without interruption by the landlord. The condition of the bathroom and the subsequent repair works, while necessary, were still capable of being an interference with the "reasonable peace, comfort, or privacy of the tenant in the use of the premises by the tenant" (see section 38 of the Act – an example of repairs amounting to a breach of quiet enjoyment is *Owen v Gadd* [1956] 2 QB 99).

38. The tenant said they had to make trips every few days to a relative's house for bathing facilities, being a round trip of about 40 minutes. The tenant reimbursed the relative for the additional water charges. The weekly rent at the start of the tenancy in 2021 was $570.00. This increased to $580.00 in 2022 and to $610.00 in 2023. The loss of use of a bathroom is a major inconvenience for a family, although there were separate shower and toilet facilities. The tenant's children were old enough to shower themselves, although I gathered this was not considered suitable due to special needs.

39. I find that the bathroom works were a breach of the tenant's quiet enjoyment. I award compensation of $60.00 per week (approximately 10% of the rent) for a period of 26 weeks, given the uncertainty around the timing of the works. The interference with quiet enjoyment, properly analysed, directly arises from the actual performance of the works rather than from the condition of the premises. Even so, as a matter of substantial justice, the award should compensate the tenant for the fact that she was paying rent for a property which did not have full washing facilities. I award compensation in the sum of $1,560.00.

40. The problem with the window in the tenant's daughter's bedroom was identified at the November 2025 inspection but, according to the tenant, was not

remedied. I accept that the condition of the window would have caused concern about security. The property manager acknowledged that it was broken, and repairs were discussed. The landlord said there were difficulties gaining access to repair the window due to stored belongings (I note that the tenant said she obstructed the window so that her daughter could not untie it). It is unclear whether the landlord should have been able to repair the window prior to the end of the tenancy. I find that the landlord is not in breach of their obligations.

Retaliatory Notice

41. The tenant said that the 90-day notice was retaliatory, because she was served with the notice on 3 February 2026, the day after she had served a notice to remedy. The property manager said they were unaware of the notice to remedy, and a termination notice had been served because the property needed repair and renovation. The property manager said they were cognisant of the law around retaliatory notices and would not have issued a termination notice without discussion.

42. While the timing of the termination notice might raise an inference that it was retaliatory, coming a day after the tenant had issued a notice to remedy, I am not satisfied that the notice was motivated by the tenant's complaint or exercise of her rights. It could legitimately have been motivated by a desire to renovate the premises following the tenant's lengthy occupation and the maintenance issues which arose.

Filing Fee and Suppression

43. The landlord did not request name suppression.

44. The tenant requested suppression. While the tenant has had some success, she has not been "wholly or substantially" successful as required by section 95A of the Act.

45. The parties will bear their own costs.

M Edison
14 September 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.