

**TENANCY TRIBUNAL AT** Palmerston North

APPLICANT: Ravindra Pal Singh  
Landlord

RESPONDENT: Anthony Kenneth Murrell  
Tenant

TENANCY ADDRESS: 40A Fairs Road, Milson, Palmerston North 4414

**ORDER**

1. The tenancy of Anthony Kenneth Murrell at 40A Fairs Road, Milson, Palmerston North 4414 is terminated, and possession is granted to Ravindra Pal Singh, at 4pm on 5 July 2019.
2. Anthony Kenneth Murrell must pay Ravindra Pal Singh \$110.44 immediately, being rent arrears to 5 July 2019.
3. The Bond Centre is to pay the bond of \$420.00 (5878170-007) to Ravindra Pal Singh immediately.

Description	Landlord	Tenant
Rent arrears	\$510.00	
Filing fee reimbursement	\$20.44	
<b>Total award</b>	<b>\$530.44</b>	
Bond	\$420.00	
<b>Total payable by Tenant to Landlord</b>	<b>\$110.44</b>	

**Reasons:**

1. Mr Murrell did not attend the hearing.
2. Mr Singh has applied for termination of the tenancy for breach of the tenant's obligations, rent arrears and refund of the bond.

*Should the tenancy be terminated?*

3. 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. See section 56(1) Residential Tenancies Act 1986.
4. Where the breach is not capable of remedy, the landlord is not expressly required to serve a 14-day breach notice on the tenant. A breach is not capable to remedy where the thing done, or its effect, cannot be undone.
5. However, unless the breach is serious, the Tribunal usually requires the landlord to have warned the tenant about the likely consequences of continued breach before it will exercise its discretion to terminate.
6. The landlord claims the tenant has breached his obligations by committing an unlawful act at the premises namely has used the premises for an unlawful purpose being cultivation of cannabis. (Section 9 Misuse of Drugs Act 1975)
7. When considering issues of criminal allegation the standard of proof required to prove the allegation remains the balance of probabilities however the higher the degree of allegation the more rigorous approach there is to assessing the evidence.
8. Mr Singh outlined the rented premises were a granny flat which there was also a residential tenanted home. Mr Murrell sought to rent the granny flat to which Mr Singh agreed however he did not agree to Mr Murrell's request to rent the garage as Mr Singh had a large quantity of goods stored in it.
9. Sometime after the tenancy started Mr Singh noted there was a power connection running from the granny flat to the garage and on Mr Singh inquiring why this might be, Mr Murrell said he had had a party. Mr Singh told him to remove the cord, but he did not.
10. Around March 2019 Mr Singh found marijuana plants being grown in a closed cupboard of the garage with a very high-power heating and lighting system. He removed the plants and tore down the foil papers and lighting system. A few days later he found more marijuana plants outside in the vegetable garden and about 20 baby plants being grown outside.
11. Mr Singh had a discussion with Mr Murrell about it, telling him it was illegal to grow these plants and he could apply to the Tribunal and report to the police but he had chosen not to do that at that time. Mr Murrell said he would find a place to move out before the house was sold and Mr Singh told him to stop growing the plants on his property.
12. Soon after Mr Singh about found about 15 plants outside in the garden being grown in small packets. Mr Murrell agreed he was growing the plants and making a bit of money out of it, but not a lot.

13. The premises were being marketed for sale and Ms Sengupta was the marketing agent and gave evidence. She said when she was undertaking the appraisal with her business partner she looked in the laundry cupboard and found a marijuana plant growing in a bucket. Her partner took a photograph of it and that has been provided to the Tribunal.
14. On a later occasion during an open home she noted on a big table in the living room, there were several marijuana plants growing and two groups looking through the house commented on it. Mr Murrell must have come into the house at some stage during the open home because by the time the house was locked up they were gone.
15. Mr Singh said Mr Murrell had agreed to move out by about 25 June as long as Mr Singh did not proceed with the Tenancy Tribunal application. Shortly after that however Mr Murrell told Mr Singh he needed to give him 42 days' notice and denied any previous discussions that they had had.
16. Mr Singh has now reported the incidents to the police and taken the lighting and heating system to them as well.
17. In the absence of any evidence to the contrary from Mr Murrell I am satisfied that from the evidence of Mr Singh and Ms Sengupta that Mr Murrell was using the premises for cultivating cannabis which is an illegal activity being a breach not capable of remedy.
18. Taking into account that Mr Murrell was committing an illegal act and had in fact admitted the same to Mr Singh I find it would be inequitable to refuse to terminate the tenancy.
19. The landlord has applied for rent arrears and has provided rent records which prove the amount owing.
20. Because Ravindra Pal Singh has wholly succeeded with the claim I must reimburse the filing fee.



J Robson  
03 July 2019

**Please read carefully:**

SHOULD YOU REQUIRE ANY HELP OR INFORMATION REGARDING THIS MATTER PLEASE CONTACT **TENANCY SERVICES 0800 836 262**.

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**Rehearings:**

You may make an application to the Tenancy Tribunal for a rehearing. Such an application must be made within five working days of the order and must be lodged at the Court where the dispute was heard.

The **only** ground for a rehearing of an application is that a substantial wrong or miscarriage of justice has or may have occurred or is likely to occur. Being unhappy or dissatisfied with the decision is not a ground for a rehearing. (See 'Right of Appeal' below).

**Right of Appeal:**

If you are dissatisfied with the decision of the Tenancy Tribunal, you may appeal to the District Court. You only have 10 working days after the date of the decision to lodge a notice of appeal.

However, you may **not** appeal to the District Court:

1. Against an interim order made by the Tribunal.
2. Against an order, or the failure to make an order, for the payment of money where the amount that would be in dispute on appeal is less than \$1,000.
3. Against a work order, or the failure to make a work order, where the value of the work that would be in dispute on appeal is less than \$1,000.

There is a \$200.00 filing fee payable at the time of filing the appeal.

**Enforcement:**

Where the Tribunal made an order that needs to be enforced then the party seeking enforcement should contact the Collections Office of the District Court on **0800 233 222** or go to [www.justice.govt.nz/fines/civil-debt](http://www.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.