

**TENANCY TRIBUNAL AT North Shore**

APPLICANT/RESPONDENT: Iyaz Mehmood Abbasi, Shafin Ayaz  
Tenants

APPLICANT/RESPONDENT: Rentex Ltd as agent for the landlord  
Landlord

TENANCY ADDRESS: 27 Marsh Avenue, Forrest Hill, Auckland 0620

**ORDER**

1. The term of the fixed-term tenancy of Iyaz Mehmood Abbasi and Shafin Ayaz at 27 Marsh Avenue, Forrest Hill, Auckland 0620 is reduced and now ends at the end of 8 October 2020.
2. Iyaz Mehmood Abbasi, Shafin Ayaz are liable to pay Rentex Limited \$2,480.00 for the landlord's losses from the reduction of the fixed term.
3. The Bond Centre is to pay the bond of \$2,480.00 (3589022-005) to Rentex Limited immediately for Iyaz Mehmood Abbasi and Shafin Ayaz's liability referred to in paragraph 2 of this order.
4. All other claims are dismissed.

**Reasons:**

1. Iyaz Mehmood Abbasi attended the hearing for the tenants by telephone from the Wellington District Court. Lucas Lin attended the hearing for the landlord in person.
2. The tenants apply for reduction of the fixed-term tenancy that was intended to end on 18 June 2020.

3. The landlord applies for rent due until a new tenant took a tenancy at the premises on 24 November 2020 and rent loss of \$20.00 per week due to lesser amount of rent being paid for the new tenancy for the 30 weeks that the tenancy had to run. The rent to 23 November amounts to \$3,808.57 and the rent loss amounts to \$600.00.
4. Mr Abbasi and his family moved to New Zealand on 24 May 2020. The tenancy began on 20 June 2020. Mr Abbasi and his wife have four children one of whom has significant disabilities.
5. Mr Abbasi is a cyber security specialist. He tried to find a job in Auckland but was unsuccessful. He eventually got a suitable position in late August, but it was in Wellington.
6. On 29 August 2020, Mr Abbasi emailed the landlord that purported to give four weeks' notice of termination. The landlord did not accept the notice, but advised of how the fixed term might end if a new tenant were found. Mr Abbasi thought a friend could replace him as tenant but that fell through on about 24 September 2020, at which point the landlord began advertising for new tenants.
7. Mr Abbasi and his family have since moved to Wellington and rent has been paid up 8 October 2020.
8. The Tribunal may reduce a fixed term tenancy where:
  - a. there has been an unforeseen change in the applicant's circumstances;  
and
  - b. there would be severe hardship to the applicant if the term is not reduced;  
and
  - c. the applicant's hardship would be greater than the hardship to the other party if the term is reduced. See section 66(1) Residential Tenancies Act 1986.
9. There has been an unforeseen change in the Mr Abbasi's circumstances. He had reasonable hopes of getting a job in Auckland. He and his family were settled and keen to remain in Auckland because among other things, they had found good help for their disabled son.
10. Mr Abbasi needed to take the job he was offered, or he may have remained without work for some time, which could have put the family into financial hardship.
11. The tenant would suffer severe hardship if the term of the tenancy were not reduced. He has been paying double-rent since he moved to Wellington to start his new role on about 23 September 2020. He has a family to support and has not been working for some time.

12. Mr Lin pointed out the landlord would suffer hardship if the term is reduced. The landlord owns the premises as an investment property. She has been regularly contacting Mr Lin with concerns about paying the mortgage and how he was progressing with getting new tenants. The landlord is now getting \$20.00 per week rent less than before. Currently, the landlord is a further \$3,808.57 out of pocket due to the lag between tenancies.
13. I have weighed the respective hardship to the tenants and the landlord if the fixed term is reduced. I find that the tenant's hardship would be greater than the landlord's hardship.
14. I therefore order that the fixed-term tenancy ends at the end of 8 October 2020.
15. Where the Tribunal reduces a fixed-term tenancy, it may order the tenant to pay the landlord reasonable compensation for any resulting loss: s 66(2) of the Residential Tenancies Act 1986.
16. I award compensation of \$2,480.00 to the landlord, taking into account that the tenants communicated their intention to leave in four weeks on 29 August 2020, albeit their indication to the landlord a friend could take over the tenancy led to the landlord initially not advertising the premises. The sum I award amounts to another four weeks' rent in lieu of notice in addition to the tenant's other "notice" and exceeds the notice period required for ending a periodic tenancy.
17. I make no order as to the filing fee as each party has had a measure of success.



R Kee  
09 December 2020

## **Please read carefully:**

Visit [justice.govt.nz/tribunals/tenancy/rehearings-appeals](https://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](https://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 \$200. 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](https://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 for the payment of less than \$1000
- a final order to undertake work worth 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](https://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](https://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](https://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](https://tenancy.govt.nz/disputes/enforcing-decisions), pe fesoatai mai le Tenancy Services i le numera 0800 836 262.