

TENANCY TRIBUNAL - [Event location suppressed]

APPLICANT: [The applicant/s]
Landlord

RESPONDENT: Tony Gover, Bob Gover, Natara Gover
Tenant

TENANCY ADDRESS: 95A Papaiti Road, Papaiti, RD 14, Whanganui 4584

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord's name and identifying details.
2. [The landlord/s] is granted possession of the premises at 95A Papaiti Road, Papaiti, RD 14, Whanganui 4584 on Friday 22 September 2023 at 11.59pm.
3. Tony Gover, Bob Gover and Natara Gover must pay [The landlord/s] the sum of \$20.44 immediately.

Reasons:

1. The landlord attended the hearing. There were no appearances from any of the tenants.
2. The landlord has applied for termination of the tenancy for breach of the tenant's obligations.

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 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.
5. The tenant has breached their obligations by changing the locks and removing security cameras.
6. The landlord served a 14-day notice on the tenant on 1 August 2023 and the tenant did not remedy the breach within the required period, and has still not done so.
7. It would be inequitable to refuse to terminate the tenancy because under section 46 of the Residential Tenancies Act 1986 neither party may change the locks without the consent of the other party. The tenant has refused to give the landlord a key and has told her that if she changes the lock, he will change them back again. A breach of section 46 is an unlawful act under the Act.
8. The landlord is unable to conduct proper inspections of the house and the tenant will not allow her to look in one room of the house. Because she does not have a key, she cannot enter the premises as she is entitled to within the terms of section 48 of the Act. This is unacceptable. It would be inequitable to refuse to terminate the tenancy.
9. The landlord outlined other breaches, some of which have been remedied. She also described some being shot in the face and back with a BB gun by [redacted]. The landlord could have terminated the tenancy under section 55AA(1)(a) because of assault. It is suggested that in future she speaks with Tenancy Services about any issues or she retains the services of a Property Manager.
10. Because [The landlord/s] has wholly succeeded with the claim I must reimburse the filing fee.

T Baker
15 September 2023

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 \$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

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 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.