TENANCY TRIBUNAL AT WAITAKERE

Applicant:	Brian Keith Richards Tenant
Respondents:	Ruth Paler, Russel Hyde Landlords
Tenancy Address:	24 Kaurilands Road, Titirangi, Auckland 0604

ORDER

Ruth Paler and Russel Hyde to pay Brian Keith Richards $3,918.00 immediately:

Lock change, unlawful entry		$1,500.00
Non-lodgement of bond		$600.00
Rent receipts		$200.00
Refund water, electricity payments		$1,018.00
Damage - repair	$450.00	
Use of premises for unlawful purpose	$750.00	
Bond		$1,800.00
Total award	**$1,200.00**	**$5,118.00**
Net award		$3,918.00
Total payable by Landlord to Tenant		**$3,918.00**

(Residential Tenancies Act 1986, sections 22, 77, 78, 109)

Reasons

[1] This tenancy was from 18 December 2016 to 27 August 2017. This is a decision on the parties' claims against each other.

Non-lodgement of bond

[2] Mr Richards claims exemplary damages (a penalty) for non-lodgement of the bond with the Bond Centre. A landlord must lodge a bond with the Bond Centre within 23 working days of payment (Residential Tenancies Act 1986, section 19). Failure to do so is an unlawful act (section 19(2)) and a penalty (exemplary damages) up to $1,000.00 (schedule 1A) can be imposed if the landlord did the unlawful act

intentionally and it is fair to order a penalty having regard to the landlord's intention in doing the unlawful act, the effect of the unlawful act, the tenant's interests and the public interest (section 109(3)).

[3] The landlords do not dispute that the bond was not lodged, which is an unlawful act (section 19). The Tribunal awards exemplary damages of $600.00 to Mr Richards:

> The landlords' non-lodgement is intentional, given that the bond was not lodged even after Mr Richards' claim was filed as long ago as November 2017.
>
> The effect of non-lodgement is that the bond is held by landlords engaged in a long-running dispute with Mr Richards, rather than the independent, impartial and solvent Bond Centre.
>
> This is obviously against Mr Richards' interests and the public interest in landlords complying with their obligation to lodge bonds.
>
> Bearing in mind the landlord's conduct, the very long time of non-lodgement, the context of the parties' disputes and all the circumstances of the case, this is a serious breach by the landlord which justifies exemplary damages of $600.00 to Mr Richards.

Rent arrears

[4] The landlords say that rent arrears are $2,250.00 (five weeks' rent) based on the landlords' rent book. There are no bank records as rent was paid in cash and not banked as the landlords spent the cash on groceries and other expenses.

[5] Mr Richards says that he paid all the rent, but the landlords' records are not reliable and, in particular, he was asked to sign for several payments all at once.

[6] The context is that a landlord has to prove rent owed; and a landlord must keep proper business records showing all payments of rent and bond by the tenant (section 30(1)). Proper business records are records that are orderly, to a high standard (*Kumar v Capper* TT Auckland, TT 1004/90, 12 March 1991) and contemporaneous with payments (*Brown v Steel* [2002] DCR 338). A landlord could have, for example, a receipt book (with duplicates of receipts given to the tenant), a bank account and ledger; and a claim for rent arrears should be supported by a rent summary plus bank statements and documents used to make the summary (*McDonald v Rivers* TT Christchurch, TT 313/98, TT 314/98, 17 March 1998). Marks on a calendar (*Kumar v Capper*) and a scrap of paper (*McDonald v Rivers*) are not good enough.

[7] The Tribunal is not satisfied that the landlords' records are reliable – after page 1, the rent book does not state that dates of payments; the record is not contemporaneous as Mr Richards often signed on one occasion for several payments; many payments are not signed for; rent payments were not banked; overall, the landlords' record keeping was therefore seriously deficient; and the result

of this poor record keeping is that the Tribunal is not satisfied that the landlords have proved rent arrears. The claim for rent arrears is therefore dismissed.

Bond refund

[8] The result of this finding on rent arrears is that the bond is refundable to Mr Richards. The landlords' tenancy agreement states that Mr Richards paid a bond of $1,800.00 at the start of the tenancy. This is taken into account in the orders made above.

Rent receipts

[9] Mr Richards claims that a penalty for the landlords' failure to provide rent receipts. A landlord who receives rent under a tenancy agreement must give the tenant paying the rent a written receipt stating the address of the premises (or a code or reference to identify the premises to which payment relates), the amount, nature and date of the payment and the name (if known) of the person who made the payment (RTA, section 29(1); *Dally v Hart* TT Palmerston North, TT 183/87, 4 September 1987). The receipt must be given forthwith, for payment in cash or, in any other case within 72 hours after payment (section 29(2)). A receipt is not required in certain circumstances, including automatic payment from the tenant's bank account (section 29(4)(a)) or payment into the landlord's account (operated exclusively for the landlord's tenancies) (section 29(4)(b)). Failure to give a receipt or written statement of rent in accordance with section 29 is an unlawful act (section 29(5)), for which a penalty (exemplary damages) up to $200.00 can be awarded (section 109(3); *Saverys Realty Ltd v Burger* [2011] NZTT Auckland 1390, 1631; *Hika v Butcher* [2012] NZTT Tauranga 444).

[10] The Tribunal finds, as stated above, that rent was paid in cash and recorded in the landlords' rent book kept by the landlords; and the landlords asked Mr Richards to sign the book from time to time, often for several payments at once. The Tribunal finds a breach of section 29 and unlawful acts by the landlords because, a short time into the record in the rent book, there is no record of the dates of payment. The landlords say that payments were all on Fridays, but this makes no difference as there is no record of this dates. This is also probably not true – the first page (up to February 2017) states erratic dates of payments. Bearing in mind the landlord's conduct, the long period of non-compliance and number of payments and all the circumstances of the case, this justifies exemplary damages of $200.00 to Mr Richards.

Water, electricity

[11] Mr Richards claims a refund of water and electricity payments throughout the tenancy.

[12] The landlords say that, at the start of the tenancy, Mr Richards agreed to pay half the water and electricity charges recorded on shared meters for the landlords upstairs and two persons in Mr Richards' premises; that the landlords gave Mr

Richards a “holiday” at the start; and Mr Richards then paid half the bills, as shown to him by the landlords (1 February 2017 $96.00, 3 March $150.00, 31 March $155.00, 1 May $210.00, 1 June $227.00, 3 July $180.00, a total of $1,018.00; and nothing for 1 and 30 August and September 2017). The landlords claim amounts owed for July 2017 and August 2017 ($240.00 each).

[13] Mr Richards says that he was not shown the invoices and paid six payments of $190.00 and two payments of $240.00, total $1,620.00.

[14] A tenant is responsible for outgoings for the property, such as water and electricity, exclusively attributable to the tenant’s occupation of the premises or use of facilities (section 39(3)). The Tribunal finds that, the landlords cannot claim water and electricity charges from Mr Richards as there were shared meters and the landlords cannot prove water and electricity used by Mr Richards. The landlords’ claim for the balance of water and electricity charges is therefore dismissed and Mr Richards is entitled to a refund of water and electricity paid. Mr Richards claimed, but could not prove, payment of $1,620.00, but the landlords say that he has paid $1,018.00. The landlords are therefore ordered to pay $1,018.00 to Mr Richards.

Internet

[15] Mr Richards claims a refund of his internet charges. He says that, at the start of the tenancy, Ms Paler said that the premises had an internet connection; he tried for many months to get connected to the internet (Chorus attended three times); but Mr Hyde finally told him that the copper wires for internet connection had been taken out; and Mr Richards therefore wasted his internet costs ($89.00 per month for eight months, or $712.00).

[16] Mr Hyde says that he told Mr Richards at the start of the tenancy – the wires had been taken out as they interfered with the landlords’ internet; and that previous tenants had internet access by use of a dongle device.

[17] A landlord must not interfere with the supply of telephone and other services to the tenancy premises, unless necessary to avoid danger to any person or for maintenance or repairs (section 45(2)). The Tribunal finds that the landlords did not interfere with Mr Richards’ internet – they did nothing to the wires during the tenancy; and the landlords made no promise or representation as to internet connection –the evidence conflicts about what was said; and Ms Paler’s statement, if made, was true as the landlords had an internet connection. This claim is therefore dismissed.

Stove

[18] Mr Richards says that the landlords promised a stove but, when he moved in, there was only a two-element gas burner connected to a gas bottle, which is “not allowed”. The landlords say that there was a small electric oven with a cooktop, microwave and, if Mr Richards wanted to cook outside, gas ring in the cupboard. Mr Richards says, later in his evidence, agrees that there was a small electric oven, but the two elements did not work; and the landlords promised to replace the oven with a

four-element electric oven, but this was not done. The landlords deny that the elements do not work.

[19] A landlord must provide and maintain tenancy premises in a reasonable state of repair, having regard to the age and character of the premises (section 45(1)(b)). A landlord therefore must repair within a reasonable time after knowledge of the need for repair, for example, by observing obvious defects at the property (*Barfoot & Thompson Ltd v Casey* DC Auckland, CIV-2005-004-001762, 7 November 2007) or by notice from the tenant:

> ... the obligation of the landlord, under s 45, is to investigate and repair a defect brought to its attention within a timeframe which is reasonable in the circumstances; and as to what that time is, I think, depends not only on the gravity of the problem but also on the objective evidence of the attempts made by the landlord to investigate, and put right, whatever the problem may be – *Collins v Professionals Hutt City Ltd* DC Wellington, CIV-2009-085-001431, 24 February 2010

[20] The Tribunal is not convinced that the landlords breached the obligation to repair as there is merely conflicting statements as to what was said with no supporting documentary evidence, such as a notice to repair or email from Mr Richards to the landlords. This claim is therefore dismissed.

Unlawful entry and eviction

[21] Mr Richards says that, on 27 August 2017, the landlords locked him out of the tenancy property. The background, Mr Richards says, is that on 14 August, the landlords gave him a trespass notice to leave in a week; he did not leave, but, on 27 August, he went out in the morning and returned at about 11.20pm to find that his key for his premises did not work and all windows locked; he knocked on the landlords' door (next door) and asked Mr Hyde why he could not get in; Mr Hyde said that Mr Richards was trespassed from the property; Mr Richards said that this is illegal as it was insufficient notice; they both called the Police; the Police arrived at about midnight and had separate talks with him and Mr Hyde; the Police then told Mr Richards to leave the property and not to return for two weeks as there was a trespass notice against him; Mr Richards therefore left and went to live with his partner; all his goods were still in the tenancy property – work tools, documents, clothes, furniture, electrical appliances, cooking things, towels, bikes and so on; he later asked Mr Hyde for access to remove them; and Mr Hyde insisted on an agent only having access or that Mr Richards attended for no more than an hour in the middle of the day. Mr Richards claims that the landlords unlawfully changed the locks and entered his tenancy property.

[22] The landlords say that they gave Mr Richards a notice (exhibit E, 31 May 2018 hearing) stating that:

> … after your meeting with your landlord Mr Hyde last 2 Aug 2017 (Wed) you have been given (1) week to pay your rent arrears of 4 weeks from 21 July –

> 11 August 2017 plus July power and water bill total amount of $2,040 (include $240 for power and water). You are ORDERED to VACANT the premises effective 25 August 2017 (FRIDAY).

[23] The landlords have no real dispute with Mr Richards' evidence above, but Mr Hyde denies entry to the property when he changed the locks on 27 August. Mr Hyde says that he entered the tenancy premises after the Police escorted Mr Richards away; he found a cannabis growing operation in the tenancy property; and the Police were called back to the property at about 2am on 28 August.

[24] A landlord must not:

> Alter any existing lock without the tenant's consent (section 46(2)).
>
> Enter the tenancy premises during the tenancy except with the tenant's freely given consent at or immediately before entry (section 48(1)), in an emergency or after proper notice given for a specified purpose (such as an inspection, repairs) (section 48(2)) or, with the tenant's prior consent, to show the premises to prospective tenants, prospective purchasers or a registered valuer or real estate agent for appraisal or sale (section 48(3)).
>
> Enter into possession of residential premises in occupation of a tenant, except with the tenant's consent or where permitted by an order for possession made by the Tenancy Tribunal and duly enforced under section 106 of the Act (section 63(1)).

[25] Breaches of sections 46 and 48 are unlawful acts (sections 46(3), 48(4)(a)) for which penalties (exemplary damages) can be awarded up to $1,000.00 each (schedule 1A) if (as stated above) the unlawful acts are intentional and a penalty is fair in all the circumstances, taking into account the landlord's intent in doing the acts, the effect of the acts on the tenant, the tenant's interests and the public interest (section 109(3)).

[26] Breach of section 63(1) is not defined as an unlawful act, so a penalty cannot be awarded (*Howard v Housing New Zealand Corporation* [2017] NZDC 4742), but it is a criminal offence punishable by a fine of up to $2,000 (section 63(2):

> Notwithstanding anything in section 57 of the Crimes Act 1961, every person who, otherwise than pursuant to a possession order duly enforced in accordance with section 106, enters onto any land or into any land, being residential premises to which this Act applies, for the purpose of taking possession of that land or building without the consent of the tenant commits an offence and is liable on conviction to a fine not exceeding $2,000.

[27] Breach of section 63(1) can be taken no further in the present proceeding because an offence is prosecuted through the District Court, not the Tenancy Tribunal (Residential Tenancies Act, section 138; Grinlinton, *Residential Tenancies: The Law and Practice* (4th edition, 2012), paragraph 8.4.3; *Police v Stemson* [1988]

DCR 66 at 68); and, in any event, the 12-month time limit for any prosecution has passed (Residential Tenancies Act 1986, section 138).

[28] The Tribunal finds that:

> The landlords' notice to Mr Richards (14 August 2017) did not terminate the tenancy – Mr Richards was entitled, for example, to 90 days' notice of termination (section 51(1)(d)); the landlords could (but did not) apply to the Tenancy Tribunal for termination (sections 55, 56); and the tenancy did not end by surrender (an agreement to end the tenancy) (section 50(d)).
>
> In that context, the landlords changed the locks without Mr Richards' consent and before the tenancy ended, in breach of section 46(2); and, at least in the early hours of 28 August 2017, the landlords entered the tenancy premises during the tenancy without Mr Richards' consent or in circumstances permitted by the Act (section 48).

[29] Mr Richards is entitled to exemplary damages of $1,500.00:

> The landlords' breaches of sections 46 and 48 are intentional unlawful acts, done to exclude Mr Richards from the tenancy property.
>
> This has had serious effects on Mr Richards – he was locked out of his residence without notice in the middle of the night; compliance was forced on him with the help of the Police; and, for many days, he was deprived of access to his possessions in the property.
>
> These acts were clearly against Mr Richards' interests and the strong public interest in landlords using lawful processes for eviction in the Residential Tenancies Act, rather than the use of lawless force and self-help.
>
> Given the stress to Mr Richards, that changing locks and unlawful entry are separate acts, that the landlords blithely by-passed all usual and legal processes to terminate Mr Richards' tenancy (such as a 14-day notice to remedy, application to the tenancy Tribunal for termination of the tenancy) and for eviction (obtaining a tenancy Tribunal order first, obtaining possession through the bailiff), that the landlords forced Mr Richards out with the help of the Police and an unlawful trespass notice, that these are very serious breaches of the landlords' obligations and the maximum exemplary damages for changing locks ($1,000.00) and unlawful entry ($1,000.00), the landlords should pay exemplary damages of $1,500.00 to Mr Richards.

Missing property

[30] Mr Richards claims the value of goods not recovered from the tenancy property– a laptop, bought in about 2016 from Harvey Norman in Palmerston North (price $1,400.00); a builder's level, bought Bunnings n new Lynn a month or two before August 2017 ($128.00); and a nail gun, owned for about four years, from a family friend (price about $300.00).

[31] The landlords say that they did not take or keep Mr Richards' property – it was all collected by Mr Richards or his friend.

[32] The Tribunal dismisses this claim as it is not satisfied by the parties' contradictory evidence and absent any documentary evidence (for example, to prove purchase of these goods) that they were taken, kept or lost by the landlords.

Carpets

[33] The landlords claim for the cost to repair 20-year-old carpets in the tenancy property (underlay $2,760.00, carpet $890.00). A tenant must not intentionally or carelessly damage the property during the tenancy (section 40(2)(a)). The landlord must prove, on the balance of probabilities (more likely than not), that damage was done during the tenancy – a tenant is not liable to repair pre-existing damage or for damage after the tenancy. If damage during the tenancy is proved, the tenant must prove that the damage was not caused by the careless or deliberate acts of him or others at the property with his consent (section 40(4)). A tenant was also not liable for fair wear and tear – things wore out in the course of reasonable use:

> Mere use of the premises will by the law of inevitability produce a deterioration in condition. ... [W]here a landlord proves the existence of damage, the landlord should also assume a burden of proof to exclude fair wear and tear. If a tenant raises a plausible explanation that points to fair wear and tear as an explanation, the landlord will fail in the claim – *Nixon v Geal-Otter* DC North Shore, TT 216/94, 30 January 1996, pages 26, 27

[34] If a tenant is liable for the cost of repair, any amount awarded takes into account the age and condition of the property at the end of the tenancy. A tenant is not liable for the value of what is damaged which, if old, may be low, not for the cost to improve the landlord's property by replacement with new.

[35] This claim is dismissed – there is no evidence of the condition of the carpet at the start of the tenancy; photographs at the end of the tenancy show a worn hallway carpet, which is probably fair wear and tear; even if there was damage by Mr Richards, the 20-year-old carpet is probably of negligible value; and there is no evidence of damage to underlay.

Ceilings, floors

[36] The landlords claim for the cost to repair damage to ceilings and floors – they say that, on entry to the tenancy property on 28 August, they found a cannabis growing operation, including large holes in the ceilings of bedrooms, two bedroom wardrobes and a bedroom wardrobe floor (see photographs).

[37] Mr Richards denies doing the damage and that he set up a growing operation – he says that the operation is "unsophisticated", could have done quickly and must have been done by Mr Hyde (who is a builder) when he changed the lock and closed windows in the 15 hours Mr Richards was away from the tenancy property on 27

August. He also says, contradictorily, that it would be difficult for him to set this up in the six weeks since the previous inspection, when no damage was done.

[38] The Tenancy Tribunal decides cases on the balance of probabilities (more likely than not), but bearing in mind the seriousness of the allegation and that non-criminal behaviour is more likely than criminal behaviour (*Holmes v Housing Corp of New Zealand* [2016] NZDC 16021 at [21]–[23], citing *Re H (minors) (sexual abuse: standard of proof)* [1996] AC 563 at 586; [1996] 1 All ER 1 (HL) at 16. See also *Z v Dental Complaints Assessment* Committee [2008] NZSC 55, [2009] 1 NZLR 1 at [102]; *AMI Insurance Ltd v Devcich* (2011) 16 ANZ Ins Cas 61-895 at [14]. Compare *Swann v Auckland City Council* DC Auckland TT3118/98, 15 November 1999, which suggests that conduct amounting to a crime, such as assault, should be proved "almost to the criminal standard" of beyond reasonable doubt).

[39] It is possible that the landlords, desperate to get Mr Richards out, were desperate enough to change the locks (as proved in this case), close windows in the tenancy property from inside (denied by the landlords) and set up an amateurish cannabis growing operation (including plants). However, there is only one other explanation given for the damage and growing operation – that Mr Richards did it – which is much more likely than the work of Mr Hyde. The Tribunal therefore finds, on the balance of probabilities, that this was damage by Mr Richards. The Tribunal orders Mr Richards to pay $450.00 to the landlords as the modest cost claimed by the landlords to repair the damage.

Wallpaper

[40] The landlords say that, in three bedrooms, Mr Richards covered windows with curtains stapled to walls; the wallpaper was damaged when the curtains were removed; the wallpaper has not been repaired; the cost of repair (based on Mr Hyde's experience of this work) is about $1,500.00; and the walls were last papered six or seven years ago.

[41] Mr Richards says that he did not staple curtains to walls or cause this damage; no such damage is noted in inspections eight and six weeks before the tenancy ended.

[42] This claim is dismissed:

> The Tribunal is not convinced of the landlords' theory of damage – the landlords' photographs show, in bedroom two, two tears by a window; but, in the main bedroom, one tear on a wall high up near a corner with the ceiling (no window visible in the picture); and, in bedroom one, a small tear at the join of wallpaper sheet, just above a power point (no window visible).
>
> Pre-existing damage is not excluded as some damage is minor and could have been missed in previous inspections and there are no photographs at the start of the tenancy or from inspections during the tenancy.

Damage after the tenancy is not excluded – the photographs are not dated; there was no inspection when Mr Richards was ejected from the property; and other persons have been in the property, such as the landlords (to remove goods) and the Police.

Rubbish removal, cleaning

[43] The landlords claim for rubbish removal (landlords' time $180, tipping fees $191.74, $72.76) and cleaning (landlord's time $360.00) on the basis that Mr Richards left a lot of rubbish at the end of the tenancy and did not clean and this was done by the landlords.

[44] Mr Richards says that he left goods and did not clean because he was thrown out of the tenancy property in the middle of the night; the Police told him not to return as he would breach the landlords' trespass notice; and the landlords limited the time for removal of goods and cleaning (at first, Mr Richards' agent only and only s=for short periods of time chosen by the landlords).

[45] The Tribunal dismisses these claims – the landlords' wrongful taking of possession prevented Mr Richards complying with obligations to remove rubbish and clean at the end of the tenancy (section 40(1)(e)); and there is no evidence of the landlords' expenses (tipping fees).

Exemplary damages

[46] The landlords claim exemplary damages from Mr Richards' intentional damage to the tenancy premises and use of the premises for an unlawful purpose.

[47] The Tribunal can only award exemplary damages for something defined by the Residential Tenancies Act as an unlawful act (*Howard v Housing New Zealand Corporation* [2017] NZDC 4742). Intentional damage is not defined as an unlawful act. This claim is therefore dismissed.

[48] However, the Act defines use of the tenancy premises for an unlawful purpose as an unlawful act (section 40(3A)(c)), with a maximum penalty of $1,000 (schedule 1A). Looking at factors relevant to exemplary damages (section 109(3)), the Tribunal finds that Mr Richards should pay exemplary damages of $750.00 to the landlords:

> Based on the findings above, Mr Richards used the tenancy premises for an unlawful purpose (growing cannabis)
>
> This was an intentional unlawful act (it cannot be accidental).
>
> Mr Richards' intention in doing the act can only be personal gain or pleasure, in disregard of the landlords' property rights.
>
> The effect of the unlawful act on the landlords is physical damage to the premises (although the repair cost is recoverable from Mr Richards), work to clean up and reinstate the premises (although Mr Richards was effectively prevented from doing much of this), presumably some stress and inconvenience to the landlords, for example, in dealing with the Police.

The unlawful act is contrary to the public interest in tenancy premises not being used for an unlawful purpose.

Bearing in mind the tenant's conduct, the effects on the landlords and the nature of the tenant's unlawful act, this is a serious breach by Mr Richards which justifies exemplary damages of $750.00 to the landlords.

Filing fee

[49] Both parties have had success in their claims. There is therefore no order for either party to pay the other party's filing fee (section 102(4).

S Benson
6 October 2018

Please read carefully:

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

MEHEMA HE PĀTAI TĀU E PĀ ANA KI TENEI TAKE, PĀTAI ATU KI TE TARI **TENANCY SERVICES 0800 836 262**.

AFAI E TE MANA'OMIA SE FESOASOANI E UIGA I LENEI MATAUPU FA'AMOLEMOLE IA FA'AFESO'OTAI'I LOA LE OFISA O LE **TENANCY SERVICES 0800 836 262**.

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 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.