TENANCY TRIBUNAL AT Wellington

APPLICANT: Weimar Salome Chambost

Tenant

RESPONDENT: Lifestyle Rental Properties Limited

Landlord

TENANCY ADDRESS: Unit/Flat 4, 246 Oriental Parade, Oriental Bay, Wellington 6011, Coburn House

ORDER

1. By Consent, the tenancy of Weimar Salome Chambost at Unit/Flat 4, 246 Oriental Parade, Oriental Bay, Wellington 6011, Coburn House is terminated, and possession is granted to Lifestyle Rental Properties Limited, at midnight, 29 July 2020.
2. Lifestyle Rental Properties Limited must pay Weimar Salome Chambost $3,200.00 immediately, calculated as shown in table below:

Description	**Landlord**	**Tenant**
Compensation: Failure to maintain		$2,200.00
Exemplary damages: Failure to maintain		$1,000.00
Total award		**$3,200.00**
Total payable by Landlord to Tenant		**$3,200.00**

Reasons:

1. This matter consists of a tenant application for termination of her tenancy for reasons of undue hardship, refund of her bond, compensation by way of rent abatement and other compensation totalling $19,600.73, and exemplary damages totalling $13,000.
2. The tenant vacated the property on 26 June 2020. At the hearing, the landlord indicated agreement to termination of the tenancy from the date of hearing, 29 July 2020, and that order is made by consent.

3. The tenant also sought return of her bond, to which landlord agreed. I assume that that has been arranged between the parties but, if necessary, that order can be made.

4. That leaves the questions of rent abatement, compensation and exemplary damages.

The Evidence

5. The premises are the top floor in a four-storey apartment block constructed, according to the landlord, in the 1920s. It retains original features such as window frames and ceiling vents. I understand the landlords own all the apartments in the block. The tenant applied to rent the apartment on the floor below the premises for herself and her daughter but was not successful. However the premises then became available and were offered to her on a fixed term tenancy from 5 July 2019 to 1 February 2020 at a rental of $850 per week. It was extended from 2 February 2020 to 30 January 2021, at an increased rent of $895 per week.

6. The tenant has provided some 140 pages of evidence which I have read and considered in detail, as well as my notes of evidence from the hearing. This decision incorporates what I consider to be the salient points of the evidence.

7. From the outset, the tenant had some issues with the premises, which are detailed in an email dated 29 July 2019. Some of these could be described as cosmetic: the landlord claims that most of these were attended to apart from painting: it says that it arranged a painter but the tenant asked that it not be done because the paint fumes contributed to her asthma. In fact the tenant asked that windows be left open to avoid chemicals. Correspondence indicates that a painter attended on a number of dates arranged with the tenant but in fact no painting was carried out.

8. Others of the items could be considered more significant. For example –

   a. the tenant mentioned a crack in one of the living room windows, through which cold air entered;

   b. water damage under the kitchen sink;

   c. "humidity related" damage to window sills;

   d. a strong damp smell in the closet in the second bedroom.

9. The tenant disputes that these matters were attended to and refers, for example, to discussions that took place at the time the tenancy was renewed and assurances she was given at that time on which, she says, she based her decision to renew.

10. The tenant also requested curtains in two of the rooms, to assist with warmth. I simply note at this point that there is no requirement at law to provide curtains.

11. I also note, at this point, a number of references to healthy homes standards. While it is the case that a tenancy agreement is required to include a statement to comply with the healthy homes standards, the relevant regulations for premises such as the present do not come into effect until July 2021. Such standards as currently exist are those imported by the Housing Improvement Regulations 1947. The

12. The tenant's evidence also notes that the question of insulation was raised at the time of signing the tenancy agreement. The landlords indicated that there was no insulation installed. The premises are the fourth floor of the building and under floor insulation was impracticable. The roof above is flat, and insulation was also impracticable. The evidence, including photos taken at the time of a ceiling leak in 2020 do not suggest otherwise: they indicate a concrete roof resting on 100 mm or 125 mm beams.

13. In September 2019, the tenant complained about the heaters, but, with the help of a friend, was able to get them working.

14. On the night of 2 October 2019, unknown persons managed to get into the building and left what were described as "death threats" on walls and the tenant's mailbox. It appears that this related to a previous tenant, but this was concerning to the applicant. Her

view is that because the landlord owns all the apartments in the building, it has a responsibility to her for security.

15. Technically, this is not correct. The building is a unit title development and security of the building is the responsibility of the body corporate. Although the landlord may own all units, its responsibility under the Residential Tenancies Act relates solely to the premises: see, for example, sections 38 (2), 45 (1) (c) and 46 (1).

16. In fact, security to the building was attended to on Wednesday, 9 October 2019, but the tenant's complaint is that it required repeated follow-up to achieve this.

17. In January 2020, discussions took place regarding renewal of the tenancy. The tenant describes them as "amicable", although noting that the question of repairs was raised by her and she was assured that they would be attended to before the beginning of the new tenancy.

18. On 5 April, the tenant raised again the issue of the leak under the kitchen sink. This was attended to on 6 April although the tenant noted that the new mixer installed was taller and caused water to splash. The landlord advised that it could be replaced once lockdown, which had commenced the previous month, ended.

19. On 8 April, the tenant experienced a leak through the living room ceiling. She says that this was in a location that she had concerns about and had raised with the landlord prior to the commencement of the tenancy – although it seems that there had been no leaks in the intervening 9 months.

20. She also noted that she felt intimidated by questions from the landlord as to why she had not mentioned the leak when the plumber was there 2 days before.

21. The landlord arranged for his plumber to attend the following day. The landlord also attended, to which the tenant objected, resulting in what she described as a shouting match. The underlying issue was that the landlord and plumber wanted to open a hole in the ceiling to try to locate the source of the leak, and wanted to leave it open to which the tenant objected, having concerns about cold and dampness. The tenant's daughter became upset by the argument. The tenant regarded the landlord's behaviour as unacceptable and abusive.

22. As noted previously, New Zealand was then in lockdown and only essential services could be provided. It seems to be common ground that attending to the leak would be covered by that definition, the dispute being whether that extended to also closing in the gap cut in the ceiling. Subsequent correspondence indicates that the landlord wanted to leave it open in case further leaking occurred, the gap providing a possible means of ascertaining the source of the leak. The tenant did not consider it unreasonable to ask for the hole in the ceiling to be closed.

23. The tenant acknowledges that the landlord texted later that afternoon to advise that the gap would be gibbed and plastered as soon as it could be confirmed that the leak had been fixed: she did not reply to the text noting that at that point she was emotionally drained and exhausted. She described the landlord as gaming the system and having no regard for its tenants.

24. After a night described as affecting the health of herself and her child, she contacted Tenancy Services for advice. She says that she was told to contact the landlord's supplier, Bunnings, which she did. Her evidence is that she was told by Bunnings that closing the hole qualified as essential work and she contacted a registered builder who was prepared to cover the hole with gib – but not plaster or paint it. She sent a message to the landlord advising what she intended to do, and received a reply indicating that she had no authority to have any tradesmen effect repairs. It also noted that there had been no rain since the earlier leak and attempted repair, and there was no way of knowing whether it had been successful: it noted that gibbing and repair was pointless until there had been rain. It also disputed the advice from Bunnings, saying that it had received different advice from them and only the leak repair was regarded as essential. However it did arrange a temporary patch.

25. The tenant also contacted the Citizen Advice Bureau. For reasons that are not apparent, the reply which she received came from the Auckland Bureau, on 14 April. This advised her to issue a 14-day notice, advised that the landlord was not entitled to insist on having his preferred tradesmen carry out repairs – citing the Tenancy Services website regarding situations where the state of disrepair is likely to cause injury to people property, and also the tenant's entitlement to reimbursement for urgent repair work as long as the tenant made reasonable attempts to let the landlord know first. It appears that the tenant also related her views on the landlord and the CAB suggested that it was a breach of her quiet enjoyment, also noting that the landlord was not entitled to turn up unannounced. It also commented on the rent payable by the tenant, describing it as seeming "pretty steep" and suggesting that she might be entitled to apply to the Tenancy Tribunal to have it reduced.

26. The leak did reappear on 14 April, soaking the carpet and furnishings. The tenant sought assurances that it would be fixed and had also sought a rent adjustment until fixed, plastered and painted.

27. The landlord had also contacted a roofing specialist, which inspected the roof. Its email stated that the earliest it could attend was 10 am on Friday 17 April as under lockdown it was required to fill out paperwork prior to doing emergency repairs. On 15 April the landlord forwarded the roofers email and then attempted to contact the tenant, eventually contacting her by phone. The tenant says that he was "strangely super polite", which she described as playing games.

28. On 17 April the roof was repaired. On 20 April the landlord advised that once there was certainty of 100% success it would complete the repair to the ceiling. On 21 April the landlord advised that the plasterer was coming to complete the repair. The tenant replied that the repair could wait. In her statement she noted that she was working for the government on COVID 19 related projects – the implication being that these took priority – and that the landlord was required to provide her with reasonable notice and cosmetic repair is more than a mutual agreement situation.

29. From 19 May, the tenant started to monitor the level of humidity and temperature in the department as her daughter had developed "asthma like" symptoms, the tenant's asthma had flared up and both had constant headaches and were experiencing lack of sleep, weakness and stress. She claimed that humidity was measured at between 80% and 87% and she had to run a dehumidifier 24 hours a day. She produced a medical certificate which attributed flare-ups in health conditions to the condition of the premises. As a matter of judicial notice, I note that running a dehumidifier or other means of drying is common practice where leaks occur as carpet, walls and other fittings will almost always need to be dried.

30. The tenant emailed the landlord on 24 May, requesting termination of the tenancy on 14 day's notice, at no additional cost for breaking the tenancy, seeking a rental abatement of $1950.17 from 8 April until 7 June 2020, equivalent to a 25% reduction in rent, and seeking full refund of her bond, citing the continuing leaks, impact on her health and that of her daughter, and interference with reasonable peace and comfort. She also referred to other issues such as water seeping into the internal building stairway and from the skylight window on the roof top level, the broken glass in the living room window, uncleanliness of the common areas and lack of light on the landing area. She cited various provisions of the Act which she considered had been breached.

31. The landlord replied on 25 May, noting that it was prepared to release the tenant from the tenancy although not on the terms stipulated, and requesting permission to come and check the leak. An exchange of texts and emails ensued over the following days.

32. The tenant issued a 14 day notice on 28 May 2020. This listed –

a. failing to provide and maintain the premises in a recent state of repair;

b. failing to ensure that the premises reasonably secure;

c. interfering with the tenant's reasonable peace and comfort and use of the premises;

d. failing to provide the tenant with a signed statement of intent to comply with the healthy home standards;

e. failing to provide a signed insulation statement;

f. failing to provide an insurance statement

and requiring the remedying of some 22 instances of failure. Of these I assess some 13 items as being matters not previously raised or not related to matters previously raised.

33. In addition the notice required the landlord, as owner of the building, to fix the broken lock on the main door, clean the common areas, fix internal water leaks, fix the skylight, and install a new lightbulb on the landing. It also mentioned black mould accumulating on windows, furnishings, etc, as a result of the dampness of the building.

34. She received a reply on 9 June 2020, disputing some of the items covered in the 14 day notice but agreeing to early termination, which evoked a further lengthy response. On 11 June the landlord's requested permission for a builder to attend at the property that day, which the tenant regarded as astonishing, noting that she expected proper notice, a plan and details of what would be attended to, who would be coming and how long they would be there.

35. This was the situation at the time of hearing.

Principles

36. Before turning to deal with the arguments in this case, it will be useful if I set out the principles on which my decision will be made.

37. First and foremost among these is section 85 (2) of the Act which provides that the Tribunal shall determine each dispute according to the general principles of the law relating to the matter and the substantial merits and justice of the case, but shall not be bound to give effect to strict legal rights or obligations or to legal forms or technicalities. As the section has been interpreted, both general principles of law and substantial merits and justice must be considered: they are not alternatives.

38. The next consideration is standard of proof. This is the civil standard of balance of probabilities. In other words, the proponent must establish its case to the standard of "more likely than not". Proof beyond reasonable doubt is not required.

39. In this case, it is also my assessment that credibility is a critical factor. As it was put by the District Court in *MacDonald v. Dodds* CIV – 2009 – 019 – 001524, 26 February 2010 –

> *"In order to determine the various claims made by the parties against each other, the adjudicator was required to determine factual issues which required credibility findings. Findings of credibility involve considering whether the respective versions are believable and reliable. It involves an assessment and evaluation of what each witness said and how they said it. In determining whether something is believable, the tribunal was able to think about the bearing, appearance and attitude of the witnesses as well. All information put to the adjudicator, including the testimony of each of the parties at their exhibits, had to be considered."*

The Arguments

40. The tenant's argument centred around a number of provisions of the Residential Tenancies Act which I deal with in turn.

Obligation to Repair

41. Foremost among these is section 45(1)(b) which requires the landlord to provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises (and the period during which the premises are likely to remain habitable and available for residential purposes). Allied to this is section 45 (1) (bb) which requires the

landlord to comply with the healthy home standards, and section 45 (1) (c) which requires landlord to comply with all requirements in respect of buildings, health and safety under any enactment so far as they apply to the premises.

42. As I have previously noted, at paragraph 11, proposed healthy homes standards do not come into effect until July 21, and such standards as currently exist are those imported by the Housing Improvement Regulations 1947. There are also insulation requirements, currently those imported by the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 but, as I have noted at paragraph 12 above, the evidence establishes to my satisfaction that the landlord is entitled to rely on the exception created by regulation 18, namely that it is not reasonably practicable to install insulation.

43. In this case I regard it as critical that the landlord's obligation is to provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises. This is a building apparently constructed in the 1920s, of reinforced concrete, and apparently still with some original features such as the windows and ceiling vents – which I mention because they are issues raised by the tenant.

44. A crack in a window, particularly if it has an impact on living conditions, is not a defect which I regard as excused by the age and character of the premises: it can be remedied.

45. The ceiling vents are another matter: they presumably represented practice for air circulation at the time and there is good argument that they contribute to the character of the premises: but it is an open question whether they still need to remain operative as opposed to decorative. Apart from the tenant's complaint about them, I heard no evidence on this point, which leaves me in the position where I am not satisfied that the vents no longer serve a useful purpose.

46. It is also well-established that a landlord's obligation to repair is not absolute. See Benson, *Residential Tenancy Law in New Zealand*, at 6.18, where the obligation and case law is discussed. In summary, a landlord must repair within a reasonable time after knowledge of the need for repair. As described, this includes not only the gravity of the problem but also the objective evidence of the attempts made by the landlord to investigate, and put right, whatever the problem be. A reasonable time to repair allows for all relevant circumstances, such as the difficulty in finding the source of a leak, availability of access and external factors.

47. The major issue, and the one which brought matters to a head, was the leak through the ceiling. Despite the tenant's arguments to the contrary, the evidence does not satisfy me that the landlord was in breach of its obligations. Leaks are issues which are notoriously difficult, and I regard the landlord's position that it was necessary to establish the source of the leak and whether it had in fact been corrected, as both reflecting good practice and reasonable.

48. Based on the evidence presented and the timeline indicated, I also do not consider that the repair took an unreasonable time.

49. Cases have noted the impact of external or underlying factors such as the impact of t earthquake on access and availability of materials, and the need to deal with agencies such as the Earthquake Commission. In this case that factor was the impact of lockdown and whether, in fact, repairs could be carried out at all. This was early days in lockdown and it is apparent from the evidence that there were different opinions as to whether the work required – or parts of it - were essential and therefore permissible. Nevertheless, the evidence satisfies me that the landlord responded appropriately.

50. It is apparent that a large factor in the dispute was the expectations of the tenant. By this point it is apparent that an antipathy had developed. The responses of the landlord are described by the tenant in terms bordering on allegations of sociopathy. Based on the evidence and my observations of the parties at the hearing, I consider there is no justification

for this. While I suspect that the landlord Is no angel – few landlords are – I cannot draw the conclusions from the evidence that the tenant wishes me to.

51. It was clear from the evidence, and presentation by the tenant at the hearing, that she found this situation exceedingly stressful. There were also references to the highly responsible position which she occupied during lockdown, which was also a source of stress. There is also the factor of lockdown itself, the stresses of which have been noted by a number of commentators and which will no doubt be the subject of many learned papers in the future.

52. As I have noted, these are all matters which go to the credibility of the evidence received, and my findings. They are factors which I have taken into account in reaching my conclusion that the tenant has not made out her case.

53. There are nevertheless some matters which I consider amount to a breach of the landlord's obligations. They include the kitchen sink – finally repaired in April 2020 – and damaged window. A number of the other complaints, such as the initial condition of the living room ceiling, I regard as cosmetic: it is clear that there had been a leak prior to the tenancy commencing but significant, in my view, that no further leak occurred until April 2020.

54. For these matters I am prepared to order compensation, consideration of which I deal with below.

55. In passing I note the advice apparently received by the tenant from Tenancy Services and the Citizens Advice Bureau. I note that the Bureau's advice comes with a disclaimer, which I consider highly appropriate. While it is correct that section 45(1)(d) permits a tenant to be compensated for reasonable expenses incurred in repairing premises where the state of disrepair is likely to cause injury to persons or property or is otherwise serious and urgent and the tenant has given the landlord notice of the state of disrepair, what the advice does not note is that it is implicit in the section that that the right only arises if the landlord has not responded or has not been responsive. Despite the claims by the tenant, I am not satisfied that that was the case.

56. It is also the case that a landlord is entitled to refuse to allow a tenant to carry out repair where the landlord has the matter in hand.

Unlawful Entry

57. The tenant also complained about access by the landlord without permission.

58. One complaint is based on evidence from a tenant in the flat below about a visit by the landlord, who took photos. But the evidence leaves unclear whether that was photos of the flat below or photos of the premises the subject of this hearing.

59. The other major complaint relates to the landlord turning up with his plumber, which the tenant regarded as unnecessary. I note that a landlord (my underlining) is entitled to access to carry out necessary repairs or maintenance upon giving the appropriate notice. By extension, that includes a contractor employed by the landlord but it does not preclude the landlord also attending. I also note that the evidence, in this case, includes a text by the landlord noting that he would be attending with the plumber.

85. I also note that a tenant is not entitled to refuse access or impose conditions where the appropriate notice is given. The circumstances in which a tenant's consent is required are set out in section 48 (3), and are not the circumstances in issue in this case.

61. There is also evidence of the landlord attending on other occasions without notice and being permitted entry by the tenant. This is permitted by section 48(1)(a).

Quiet Enjoyment

62. It is also alleged that the landlord breached the tenant's quiet enjoyment or, at least, interfered with the reasonable peace, comfort or privacy of the tenant in the use of the premises by the tenant: section 38 (2). The basis of the allegation, according to the tenant's

email of 25 May 2020, was the events since 8 April, the occurrence of the leak. The tenant mentions an ongoing "battle" (her emphasis), her frustration and feeling of being powerless.

63. I have already touched on this issue at paragraphs 50 and 51 above. Reframing the issue as a breach of section 38 does not, in my view, confer any additional rights on the tenant or lead to any different conclusion.

Security

64. The tenant also raised the issue of security. I have dealt with this at paragraph 15 above, noting that it confuses responsibilities of the landlord as landlord and the body corporate for the building, which is not a party to this application.

65. I note that none of the issues related directly to locks or security of the premises.

66. It is arguable that the landlord has a responsibility to ensure that the body corporate complies with its obligations but, even so, the evidence in this case is that the issues were dealt with as soon as they were raised.

Electricity

67. The tenant claims that the condition of the premises led to higher than anticipated electricity costs.

68. She faces two difficulties, the first of which is that she has not satisfied the Tribunal that the landlord has breached any particular relevant obligations, except, as noted, in relation to condition of the windows. She invokes the Healthy Homes Standards but, as noted, these are not in force until June 2021. The premises were what they were, part of a 1920s building. To attribute the level of electricity cost to that one breach is not, in the opinion of the Tribunal, justified.

69. Secondly, the tenant has not provided any evidence which satisfies the Tribunal that the electricity costs incurred were excessive.

Tenancy Agreement

70. There were also a number of allegations relating to the tenancy agreement, namely that it did not include a statement of intent to comply with the healthy home standards, it did not include a signed insulation statement, and it did not include an insurance statement.

71. The copy of the tenancy agreement submitted by the tenant does not include these items but it also did not include the standard provisions that form part of such an agreement and the landlord was adamant that the statements had been provided. Following the hearing it provided a copy of the insulation statement, which is dated the same day as the tenancy agreement and consistent with its evidence. The evidence leaves me with sufficient doubt in relation to the healthy homes and the insurance statements (the onus lies on the tenant) that they are also dismissed. Even if minded to award compensation (or exemplary damages), neither statement has any direct relevance to the matters in issue and any award would be minimal, not the maximum sums sought by the tenant.

Compensation

72. The claims of the tenant are summarised in paragraph 1.

73. In relation to rent abatement, the tenant claims 15% of her rent from 5 July 2019 to 5 July 2020, a total of $6644.25.

74. She also claims an additional rent abatement of 25% for the leaky ceiling and dampness, from 8 April 2020 to 5 July 2020, a total of $2812.86.

75. While I am prepared to accept that the landlord was dilatory in carrying out some repairs – specifically the sink and the broken window - other issues were dealt with and, as I have noted, some of the repairs are what I would consider cosmetic: in other words, they did not seriously impact on the overall condition of the premises. For that reason, I consider a claim of 15% puts compensation too high: I am prepared to allow 5% or $2200 (rounded).

76. I am not prepared to allow the additional claim relating to the leak. Leaks notoriously take time to fix, and time is required to remedy dampness. As I have noted, I consider the

landlord responded appropriately and it is simply an inconvenience which a tenant must bear, in the same way as it would have to if it were a homeowner who suffered a leak.

77. Because I have rejected the bulk of the claims, it is not appropriate that I award compensation for loss of health or undue stress. It is also implicit in my comments on credibility that I conclude that the tenant was, in large part, a contributor to these factors.

Exemplary Damages

78. The claim for exemplary damages also largely fails.

79. On the basis that I have found that the landlord was in breach of its obligations in limited respects, the respects in which there has been an unlawful act, the prerequisite to an award of exemplary damages, are also limited.

80. I am prepared to allow exemplary damages in respect of the matters raised by the tenant at the commencement of the tenancy and, to the extent that I consider of moment, not dealt with. This is an experienced landlord which should be familiar with its obligations. The fact that assurances were given at the commencement of the tenancy, and then repeated when the tenancy was renewed, speaks volumes. Having regard to the factors set out in section 109 (3), and to the level at which the legislature has set the maximum, I consider that an award of $1000 is justified. The claim by the tenant for the maximum is punitive.

81. I am not prepared to award exemplary damages in respect of the other claims raised, because I have not found a breach of the landlord's obligations.

Early Termination

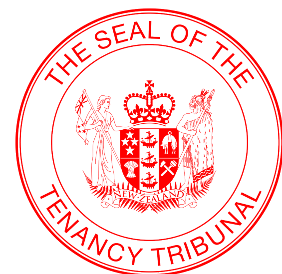
82. Because the tenancy agreement has been terminated by agreement, I do not need to deal with the application for termination on the grounds of hardship.

Bond

83. As noted at the outset, I assume the bond has been dealt with by agreement. If not, I will consider an application from either or both parties.

Filing Fee

84. The tenant has had limited success and I have a discretion as to award of the filing fee. I decline to award it. It is evident from the correspondence that termination of the tenancy could have been achieved by agreement, and the tenant has effectively been successful in respect of only one of her claims, and to the extent of only approximately 10% of the compensation claimed.



A Henwood
24 September 2020

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.