

**TENANCY TRIBUNAL** - [Event location suppressed]

APPLICANT: [The applicant/s]  
Landlord

RESPONDENT: Gisinda Nancy Coombes  
Tenant

TENANCY ADDRESS: Unit/Flat 2, 317 Lincoln Road, Addington, Christchurch 8024

**ORDER**

1. The tenancy of Gisinda Nancy Coombes at Unit/Flat 2, 317 Lincoln Road, Addington, Christchurch 8024 is terminated, and possession is granted to [The landlord/s], at 5pm Friday 1 November 2024, or before that time via either:
  - a. The tenant providing the landlord with no less than 28 days written notice to terminate. If the tenancy ends per such notice, the end date concludes any further tenant rent liability, subject to reasonable adherence by the tenant to the requirements of sections 40(1)(c) and 48(3)(a)<sup>1</sup>; **or**
  - b. If the tenant, or anyone on the premises with her knowledge, allows any dog or dogs to be present at any time at the complex at 317 Lincoln Road, Addington, Christchurch 8024, the tenancy at Unit/Flat 2, 317 Lincoln Road, Addington, Christchurch 8024 will terminate and the landlord will have immediate possession of the premises.

**Reasons:**

1. Both parties attended the hearing, conducted via telephone.

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<sup>1</sup>

Section 40(1)(c) – The tenant shall keep the premises reasonably clean and reasonably tidy.

Section 48(3)(a) - With the prior consent of the tenant, the landlord may enter the premises at any reasonable time for the purpose of showing the premises to prospective tenants. Such consent by the tenant cannot be withheld unreasonably (3A)(a).

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 allowing dogs on the premises without permission.
6. The landlord served two 14-day notices on the tenant on 25 July 2024 and 2 August 2024, and the tenant did not remedy the breach within the required period. She said today that the dogs are not hers, but her partners and they typically reside at his address. It is not disputed they have been at the premises frequently.
7. It would be inequitable to refuse to terminate the tenancy because I consider it was clearly agreed at the signing of the tenancy agreement that one cat only was allowed. The premises are unsuited to such dogs and the lack of fencing in the multi-unit address has meant the dogs have also roamed beyond the premises and caused distress to other tenants and occupants. The body corporate and the Christchurch City Council dog control office have been actively involved in this situation.
8. The tenant believes permission to have the dogs was granted through the advertising of the premises. I disagree for the reasons explained at the hearing. The tenancy agreement clearly captures the agreement at the date of signing.
9. It appears in both parties' interest for the tenancy to end as the present arrangement does not suit the tenant either.
10. The terms in this order have been discussed with both parties and the consequences understood. I have extended the tenancy end date and provided a flexible early exit by mutual agreement but for the primary benefit of the tenant. That is predicated by her assurance that from now no dog or dogs will be at that address and she will cooperate with any reasonable landlord marketing of the premises prior to her end date. While the conditional termination specifically envisages the two dogs already known and identified, it has a general application to any dog(s). In terms of evidential proof if the conditional term is not met, that evidence should be presented to the tenant and any enforcement officer of the court and it is expected to be photographic or an

official report from the council dog control officer, similar in form or content to that provided as part of this application.

*Suppression*

11. Section 95A RTA states regarding suppression orders that the Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case.
12. The landlord requested suppression in its application. As it has been wholly successful, suppression must be ordered.

M Brennan  
22 August 2024

### **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.

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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 fesootai mai le Tenancy Services i le numera 0800 836 262.