

TENANCY TRIBUNAL AT HAMILTON | TE TARAIPUNARA RETIHANGA KI KIRIKIROA

APPLICANT: [The applicant/s]
Tenant

RESPONDENT: Raglan Accommodation Services Limited Acting As Agent For Gabrielle Williams
Landlord

TENANCY ADDRESS: 6 Violet Street, Raglan, Raglan 3225

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the tenant's name and identifying details.
2. Raglan Accommodation Services Limited Acting As Agent For Gabrielle Williams must pay [The tenant/s] \$2,778.00 as set out in the table below immediately:

Description	Landlord	Tenant
Compensation: loss of amenity breach HHS and HIR		\$1,500.00
Exemplary damages: misleading HHS compliance statement		\$250.00
Exemplary damages: breach HHS and HIR standards		\$1,000.00
Filing fee reimbursement		\$28.00
Total award		\$2,778.00
Total payable by Landlord to Tenant		\$2,778.00

Reasons:

1. The tenant, Ms Clarkson (Property manager) , and Ms Williams (Landlord) appeared. The tenant and Ms Clarkson appeared in person; Ms Williams appeared by video.
2. The tenancy commenced on 13 January 2025 for a fixed term ending 12 January 2026. The parties agreed to end the fixed term, and the tenant vacated the property on 08 September 2025. On 02 October 2025, the tenant filed a claim with the Tribunal which was scheduled for hearing on 10 March 2026.
3. The tenant's claims are as follows
 - i. The property did not meet the Healthy Homes Standards (HHS) or Housing Improvement Regulations 1947 (HIR)
 - ii. The landlord to provide and maintain the property in a reasonable state of repair.
 - iii. The landlord provided an HHS level of compliance statement containing false or misleading material.
 - iv. The landlord failed to provide an HHS report when requested
4. The tenant is seeking a full rent refund, exemplary damages, and moving costs of \$1,800.00.

Evidence

5. The Healthy Homes Standards (HHS) current level of compliance statement provided with the tenancy agreement is signed by the landlord. Below the signature there are two dates: the first, 17 December 2024, is crossed out, and the handwritten date 6 January 2025 appears beneath it. The statement is only partially completed. The statement records that the HHS compliance date is 18 October 2024.
6. The statement records that the property complies with the heating standard. It also notes that the property is exempt from the ceiling insulation standard due to the roof design, but that it complies with the underfloor insulation standard. That the property meets the ventilation standard and the draught stopping standard. However, the statement indicates that the property does and does not comply with the moisture ingress and drainage standard. (both boxes were ticked)
7. The landlord has produced an HHS report dated 18 October 2024, which was used to prepare the level of compliance statement. The report states that the property complies with the heating standard and the kitchen ventilation standard but fails the bathroom ventilation standard (no extractor fan is present). It also fails the draught stopping standard due to a gap between the louvre windows in the bedroom and a gap under the back door.

8. The HHS report states the property is exempt from the ceiling insulation standard but fails the underfloor insulation standard with non-compliant foil insulation which is also in a poor condition. Additionally, it fails the moisture ingress and drainage standard, as there is no ground moisture barrier and a drainpipe discharges onto the ground beneath the house.
9. The tenant stated that as winter approached, they discovered the property was cold and damp, which resulted in the occupants developing respiratory illnesses.
10. During the tenancy, the property manager carried out two inspections, on 2 April 2025 and 17 July 2025. The tenant states that during the April inspection, they mentioned that the area underneath the house appeared damp. The tenant also provided a photograph showing a hole in the lining above the bath. On 15 July 2025, there was a leak in the bathroom, which the tenant reported. A plumber attended the next day and reportedly said that the leak may have gone undetected for some time. The tenant did not raise any issues during the July inspection.
11. On 22 August 2025, the tenant commissioned their own Healthy Homes Standards (HHS) report. This report states that the property is exempt from the ceiling insulation standard and meets the underfloor insulation standard. It also meets the kitchen ventilation standard but fails the bathroom ventilation standard. The property fails the draft stopping standard, as well as the drainage and moisture ingress standard.
12. The author of the tenant's report states that high levels of moisture and cold air ingress were evident. They noted rotting lining and poor sealing around the bath. In relation to draft stopping, they observed rotted and ill-fitting external doors, holes in the fibre cement cladding, broken window latches, gaps in the louvre bedroom window, and gaps where the ceiling and wall linings meet in the laundry.
13. In addition to the photographs included in the report, the tenant provided close-up photographs of the property.
14. On 25 August 2025, the tenant was sent another copy of the tenancy agreement and the HHS level of compliance statement. The tenant states that the version provided on 25 August 2025 is different from the one given at the start of the tenancy. Comparing the two sets of documents, the later version includes a chattels list, and the ceiling insulation, underfloor insulation, and ventilation sections have been completed, whereas they were previously incomplete. The tick box in the moisture barrier section has been left unticked. The compliance date has been changed from 18 October 2024 to 18 October 2025. The tenant's initials on the pages of the second set also appear to differ from those on the original documents.

15. The tenant stated that they had sent a text message to the property manager and had also asked in person whether the property had a Healthy Homes Standards (HHS) report. The property manager said yes but did not provide a copy.
16. The property manager admitted that they had updated the tenancy agreement and the HHS compliance statement but could not explain the change in the appearance of the tenant's initials or recall adding them to the amended documents.
17. The landlord stated that underfloor insulation was installed on 06 November 2024, and that they personally added draught-stopping material to the louvre windows in the bedroom around January 2024. The landlord claimed to be unaware of the gap under the back door. They also stated that they had looked into installing a bathroom extractor fan but were advised it was not feasible; however, one was installed after the tenancy ended. The landlord said a moisture barrier was installed, and drainage issues were addressed only after the tenancy had ended.
18. The property manager accepted that during the inspection in April 2025, the tenant had pointed out evidence of dampness underneath the house. The property manager believed that dampness under the house was not unusual in autumn and winter. Apart from the bathroom leak, the property manager stated that no other issues were raised during the tenancy.
19. The property was built in the 1980s and has a flat roof with fibre cement cladding. Photographs of the interior show that many of its original features are present. The landlord denied that there were any significant defects with the property and believed that the photographs showed only general fair wear and tear.

Law

20. Section 45(1) (bb) requires the landlord to comply with the Residential Tenancies (Healthy Homes Standards) Regulations 2019 (HHS), which set out the minimum requirements for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping for residential rental properties.
21. Under section 45(1)(c) and the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, all rental properties must have adequate ceiling and underfloor insulation meeting minimum R-values. The insulation must be maintained in a reasonable condition.
22. The insulation and smoke alarm Regulations have applied to all rental properties since 01 July 2019.
23. The HHS standards for this tenancy came into effect on 13 May 2025, being 120 days after the tenancy commenced.
24. Ventilation must be provided through openable windows or doors in all habitable rooms, and extractor fans vented to the outside.

25. Landlords must also ensure there are no unreasonable gaps or holes in walls, ceilings, windows, floors, or doors that cause noticeable draughts.
26. The property must have effective drainage systems to remove storm and ground water from the tenancy building, and a ground moisture barrier if there is an enclosed subfloor space, unless it is not reasonably practicable to install one.
27. During the tenancy, the property was also subject to the Housing Improvement Regulations 1947 (HIR), which set out requirements for residential properties. The HHS obligations are additional to HIR, and generally more stringent.
28. Regulation 9 of the HIR states that every bathroom shall have at least one window opening to external air unless other means of ventilation are provided.
29. Regulation 14 states that every house, to such extent deemed necessary local authority, must have efficient drainage for removal of storm, surface, and ground water.
30. Regulation 15 states that properties should be free from dampness.
31. Under section 45(1)(b) of the Act, the landlord must provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises.
32. In *Collins and Bertoni v Professionals Hutt City Limited*, DC Wellington CIV 2009 085-001431, 24 February 2010 the Court stated:

“I consider that the obligation of the landlord, under section 45, is to investigate and repair the 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 might be”.
33. Whether the landlord has failed to meet their obligations will involve an objective assessment of the evidence.
34. Section 13A(1CA) of the Act requires that every tenancy agreement must include a statement by the landlord about the property’s compliance with the Healthy Homes Standards.
35. Under section 13A(1F) (a) and (b) the landlord commits an unlawful act if they fail to provide a statement, or the statement provided includes anything that the landlord knows to be false or misleading.
36. Under section 45(1AC) of the Act upon request the landlord must provide all Healthy Homes information they possess within a reasonable time.
37. Failure to provide and maintain the property in a reasonable condition under section 45(1)(b), failure to comply with the HHS under section 45(1) (bb), and meet obligations under section 45(1)(c) is an unlawful act for which exemplary damages of up to \$7,200.00 may be awarded.

38. Exemplary damages are awarded at the Tribunal's discretion when one party has proved that the other party has committed a defined unlawful act. If that is proven, and before the Tribunal may award exemplary damages, it must take account of the factors set out in section 109(3) of the Act.
39. In awarding exemplary damages, the Tribunal must consider:
 - i. The intent of the person committing the unlawful act.
 - ii. The effect of the unlawful act.
 - iii. The interests of the landlord or tenant against whom the unlawful act was committed.
 - iv. The public interest; and
 - v. Whether it is just to make the award
40. If there are multiple breaches of an obligation (multiple instances of unlawful acts) that could otherwise individually be the subject of an exemplary damages order, only one order of exemplary damages may be made for a breach of a particular section.

Analysis and decision

41. In reaching my decision I have considered all evidence placed before the Tribunal, even if I do not specifically refer to it.
42. I am satisfied that the Healthy Homes Standards compliance statement included with the tenancy agreement did not accurately reflect the property's actual state of compliance. The statement was incomplete and incorrectly stated that the property complied with the ventilation standard in both the kitchen and bathroom, as well as the moisture ingress and drainage standard, and draught stopping standard.
43. The updated statement provides a more accurate record, acknowledging that there is no extractor fan on the bathroom and that the property does not have a ground moisture barrier.
44. The issue is whether the landlord has failed to provide an HHS level of compliance statement or provided one knowing it contained false or misleading material.
45. On 18 October 2024 the landlord was aware that the property failed to comply with the HHS standards. The work required included the installation of a bathroom fan, draft stopping (under back door and louvre windows), underfloor insulation, drainage improvements, and a ground moisture barrier. The landlord knew this work was required before the property was rented.
46. On 06 November 2024, the landlord installed underfloor insulation that complied with the standards, and in December 2024 completed some draft stopping on the louvre windows themselves.

47. The HHS compliance statement dated 06 January 2025 and signed by the landlord states that the property meets the bathroom ventilation standard , when in fact it did not (and may have only met the HIR), that the property met the draft stopping standard, despite the gap under the door not being addressed , that the drainage was adequate when it was not, and that a ground moisture barrier may or may not have been present , when the landlord knew it was not.
48. I am satisfied that the landlord has knowingly included material in the HHS statement which they knew to be misleading.
49. I am satisfied that from the commencement of the tenancy the landlord failed to comply with the HIR drainage requirements, and from 13 May 2025, failed to comply with the moisture ingress and drainage standard. I am also satisfied that from 13 May 2025 the landlord failed to meet the ventilation standard in the bathroom. However, the bathroom had an opening window which complied with the HIR from the commencement of the tenancy.
50. I am satisfied that from 13 May 2025, the property failed to comply with the draft stopping standards.
51. I am not satisfied that the landlord otherwise failed to provide and maintain the property in a reasonable state of repair. Although the tenant's close-up photographs show some areas of deterioration, this appears to be consistent with wear and tear relative to the age of the property. The property clearly requires renovation. I have also considered both HHS reports and the photographs contained in those reports.
52. Apart from the issue of dampness coming from the ground under the house, none of the other issues relating to the general condition of the property were raised during the tenancy.
53. Regarding the claim that the landlord has failed to provide HHS information requested within a reasonable time, there is no evidence of a written request. The tenant's enquiry as to whether a report existed stopped short of being a request for its disclosure.
54. Dealing with compensation and exemplary damages. Having determined that there has been a breach of the HHS and HIR, the next issue is the extent to which the tenant has suffered a loss of amenity for the purposes of compensation, and whether exemplary damages are warranted in the circumstances.
55. Although the property has failed to meet HHS and HIR, there is insufficient evidence to be satisfied that the property suffered from significant dampness. There are no photographs of condensation on walls or areas of significant mould. However, I accept that the absence of a ground moisture barrier, and the discharge of water beneath the house, particularly during colder and wetter periods, may have resulted in some loss of amenity.

56. The medical evidence produced by the tenant does not confirm the cause of their respiratory illness. The medical practitioner concerned has not visited or been shown the property.
57. I am not satisfied that the loss of amenity established on the evidence justifies a full rent refund. In this case, I award the tenant \$1,500.00 for loss of amenity resulting from the landlord's breaches of section 45(1) (bb) and (c) of the Act.
58. Turning to the matter of exemplary damages for providing an HHS level of compliance statement knowing that it contained misleading material and failure to meet the HHS standards.
59. The landlord knew that the property did not comply but entered into the agreement regardless. Apart from the underfloor insulation and some draft stopping, none of the outstanding HHS matters were addressed before 13 May 2025 or during the tenancy. Although the evidence does not support the tenant's claim of significant discomfort and unwellness, I nevertheless accept that non-compliance resulted in some loss of amenity over the course of the tenancy. It was however not a matter repeatedly raised and ignored by the landlord.
60. It is clearly in the public interest that properties offered for residential rental meet the HHS and HIR, and tenants are entitled to accurate information in possession of the landlord concerning the properties HHS compliance status.
61. Taking these factors and the other considerations in section 109(3) into account, I award the tenant exemplary damages of \$250.00 for providing an HHS knowing that it contained misleading material under section 13A(1F), and \$1,000.00 for failing to meet the HHS and HIR under section 45(1) (bb) and (c).

Moving costs

62. The Tribunal may award damages for losses arising from a breach that are reasonably foreseeable, that is a loss that naturally flows from the breach. Losses that do not will be considered too remote.
63. Based on the evidence, the costs incurred were not a necessary or inevitable consequence of the breaches. While there was a breach of the HHS and the HIR, it was not to an extent that substantially interfered with the habitability of the property. If the tenant had issued a 14-day breach notice, the issues may have been addressed while the tenant remained in the property. Objectively, I am not satisfied that moving out was a reasonable response. I find that these costs are therefore not a loss that naturally flowed from the breaches, and accordingly, they are declined.

Costs

64. Because the tenant has substantially succeeded with the claim, I have reimbursed the filing fee.

Name suppression

65. Both parties seek name suppression
66. Section 95A of the Act provides that on the application of a party that has been wholly or substantially successful in proceedings, the Tribunal must order that their name or identifying particulars of that party not be published, unless the Tribunal considers that it is in the public interest to publish the names of the parties, or is justified because of the parties' conduct, or any other circumstances of the case.
67. The tenant has been substantially successful and is granted name suppression. The landlord has not been substantially successful, and no suppression orders are made.

G Barnett
07 April 2026

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 \$260. 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, or the failure to make an order, where the amount in dispute on appeal is less than \$1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is 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.