

**TENANCY TRIBUNAL AT MANUKAU | TE TARAIPUNARA RETIHANGA KI MANUKAU**

APPLICANT: Sunrise Property Management And Services Limited As  
Agent For Chan & Li  
Landlord

RESPONDENT: [The respondent/s]  
Tenant

TENANCY ADDRESS: 7 Cellbridge Place, East Tamaki, Auckland 2016

**ORDER**

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Tenant name and identifying details.
2. The tenant's fish aquariums can remain at the premises, but no further aquariums are to be added to the current number and no more than two aquariums are to be inside the property (not including the garage).
3. The tenant is to pay a pet bond of \$1,670.00 which is to be lodged with the Bond Centre. The tenant is to pay the pet bond to the landlord by 31 March 2026.

**Reasons:**

1. Both parties attended the hearing.
2. The landlord applied for an order to confirm whether the tenant may keep fish aquariums at the premises, and if so, how many, provide guidelines for ongoing maintenance and management, or an order for the removal of excess aquariums and any required restoration.
3. The tenancy commenced on 27 November 2022. When the tenancy commenced there were two tenants but one of the tenants, the current tenant's husband, has passed away.

4. The landlord has applied to the Tribunal because during a routine inspection in September 2025 the landlord discovered multiple fish tanks at the property. The landlord said that the tenant had not obtained approval for the fish tanks, there were more than ten and they were in multiple rooms.
5. The landlord acknowledged that the fish tanks were of benefit for the tenant's mental health but considered that there was a potential risk and instead thinks that the number of aquariums should be limited.
6. The landlord produced three photographs of the interior of the premises. One photograph is of a room set up as an office with several aquariums on a large shelf. The second photograph has several large aquariums in the living area near the kitchen. The third photograph is of another living area with two aquariums, one of which is empty.
7. The tenant advised that her husband had passed away a couple of years ago. She has three young children, two of whom have health challenges. The tenant has mental health concerns.
8. One of the tenant's children expressed an interest in fish so an aquarium was purchased. The tenant said that she enjoyed caring for the fish and she liked to be kept busy with caring for them. She would like to keep all the aquariums.
9. The tenant produced photographs of the garage where there are two large shelving units holding several aquariums along one wall and another wall with two other aquariums.
10. It was not determined exactly how many aquariums are in the premises, but the landlord thinks there are more than ten and from the tenant's photographs there are just over ten in the garage, and she said that there are two in the house.
11. Since the landlord filed this application, the tenant has moved most of the aquariums to the garage area to mitigate any potential risk as identified by the landlord. The tenant said that there is no carpet in the garage and the door between the house and the garage is lockable so that the children are not in that area unsupervised. The tenant has alerts on the aquariums which can recognise any moisture loss.
12. The tenant produced a medical certificate from her doctor which records that the tenant finds maintaining and interacting with the fish is valuable for her mental health concerns. The doctor considers that the fish are more in the realm of emotional and health support animals than pets.

*Are the fish "pets"?*

13. The Residential Tenancy Act 1986 does not define what a "pet" is other than to say it does not include a disability assist dog within the meaning of the Dog Control Act 1996.

14. The Tenancy Services website provides some guidance in determining whether an animal is a pet by considering where it is:
  - (a) *Kept for companionship or leisure;*
  - (b) *Domesticated and lives in or around the property; and*
  - (c) *Usually seen living at a residential property.*
15. The definition of “pet” as given in the Oxford English Dictionary is “*an animal (typically one which is domesticated or tame) kept for pleasure or companionship*”.
16. I consider that fish kept in aquariums are pets. The benefits of having pets includes companionship and emotional support.
17. The legislation has excluded disability assist dogs, which are trained to assist a person with a disability<sup>1</sup>, from the definition of “pet”. There are no other exclusions for emotional support animals.
18. Therefore, I determine that the fish kept by the tenant are pets.

### *Analysis*

19. From 1 December 2025 the law changed in relation to pets with the aim to make it easier for tenants to keep pets while giving landlords added protections.
20. The tenancy agreement for this tenancy records that pets are not allowed, and it seems that the tenant did not seek the landlord’s approval before obtaining the fish. The landlord only discovered the fish at the routine inspection in September 2025.
21. At the hearing the tenant did not think that the fish were pets. It is likely that this is the reason why the tenant did not seek the landlord’s approval for having the fish.
22. The landlord did not seek removal of the fish and instead sought guidance on the number of aquariums and maintenance and restoration. Therefore, I consider that the landlord has consented to the tenant keeping fish but is unsure about how many or other conditions around the keeping of the fish.
23. As the tenant started keeping the fish before the law change the new rules do not apply, however I consider it reasonable in the circumstances for there to be conditions imposed on the tenant.
24. The landlord had drafted a supplementary agreement in relation to special conditions for the aquariums. The tenant did not agree with the supplementary agreement. The conditions recorded in the agreement were:

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<sup>1</sup> Section 2 Dog Control Act 1996

- (a) *The aquarium is permitted only at the location approved by the landlord. Any relocation within the premises requires prior written consent from the landlord;*
  - (b) *The tenant must maintain the aquarium, associated equipment, and surrounding area in a clean, hygienic, safe condition at all times;*
  - (c) *The tenant accepts full responsibility for any damage (including consequential damage that is not too remote) caused by the aquarium. This includes, but is not limited to, water leakage and glass breakage;*
  - (d) *Any unpleasant odour caused by the aquarium must be promptly addressed and removed. If the tenant fails to do so, the landlord may issue a 14 day notice to remedy the breach, which may include the removal of the aquarium under section 56(1) of the Residential Tenancies Act 1986;*
  - (e) *The tenant must undertake pest control at least once per year, or more frequently if required, to prevent infestations associated with the aquarium;*
  - (f) *Upon vacating the property, the tenant must thoroughly clean the area and repair any damage caused by the aquarium to a professional standard. Failure to do so will result in the landlord arranging repairs at the the tenant's cost;*
  - (g) *The aquarium is permitted for hobby use only. No commercial breeding, selling, or distribution of aquatic animals is allowed;*
  - (h) *The tenant is liable for all damage caused by the aquarium or associated pets throughout the tenancy. The tenant agrees to maintain contents insurance to cover any potential damage arising from the aquarium.*
25. At the hearing there was no suggestion that the tenant has in any way caused damage to the premises due to having the aquariums. If there is any damage caused by the aquariums the tenant may be liable depending on the circumstances<sup>2</sup>. But as there is no current damage any potential future damage is hypothetical.
26. The tenant has taken steps to mitigate potential damage. Most of the aquariums are now located in the garage which appears reasonable and, in my view, appropriate given the number and size of the aquariums. I consider it reasonable to impose a condition on the tenant that no new aquariums are obtained and there should be no more than the current two aquariums inside the house.
27. The legislation now provides for pet bonds. As I have determined that the fish are pets it seems appropriate that the tenant pay a pet bond to cover any pet-related damage that is more than fair wear and tear. The Act provides that a pet bond is no more than 2 weeks rent<sup>3</sup>.
28. The tenant is to pay a pet bond of \$1,670.00 to the landlord by 31 March 2026 and upon payment that bond is to be lodged with the Bond Centre.

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<sup>2</sup> See section 49B Residential Tenancies Act 1986

<sup>3</sup> Section 18AA Residential Tenancies Act 1986

29. I do not consider that any other conditions are necessary or appropriate in these circumstances.
30. The Act<sup>4</sup> allows the Tribunal to order suppression of names and identifying details if it is satisfied that publication would cause undue hardship or is otherwise justified.
31. While neither party sought suppression, I consider it appropriate to suppress the tenant's name due to the evidence contained in the doctor's letter and the circumstances concerning her family. A suppression order is made suppressing the tenant's name.

N Walker  
27 January 2026

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<sup>4</sup> Section 95A Residential Tenancies Act 1986

## **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 \$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](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, 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](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.