

**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPUNARA
RETIHANGA**

APPLICANT: [The applicant/s]
Tenants

RESPONDENT: [The respondent/s]
Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The name and all identifying details of the Tenants and Landlord are suppressed.
2. The tenancy agreement between the parties is varied to record that the Tenants may keep the Golden Labrador Retriever puppy they intended to adopt. If that dog is no longer available for adoption, the Tenants may keep a similar aged Golden Labrador Retriever puppy.
3. The following conditions apply:
 - (a) Before the dog is allowed at the premises, the Tenants must:
 - (i) Pay a pet bond of two weeks rent.
 - (ii) Pay for and install mats on the outdoor deck and an adequate protective barrier to ensure the dog does not fall between the wire railings surrounding the deck.
 - (iii) If required to do so by the Landlord, pay for and erect adequate temporary fencing to ensure that some or all the section at the rear of the premises is secured and contained. If the Landlord requires the Tenants to do so, it must communicate that requirement to the Tenants within 3 working days of the date of this decision.
 - (b) The Tenants must supervise the dog every time it is in a communal area, including the section at the rear of the premises.

- (c) The Tenants must remove all temporary fencing, protective barriers and mats and fully reinstate the premises at the end of the tenancy, at their expense.
 - (d) The Tenants must have the carpets professionally cleaned and treated for fleas at the end of the tenancy.
4. If the Tenants do not comply with the conditions at 3(a) the order varying the tenancy agreement to allow the Tenant to keep a pet is revoked.
 5. The Landlord must pay \$28 (the amount of the filing fee) to the Tenants immediately.

REASONS

The new pet consent law

1. From 1 December 2025, tenants may make a written request to keep a pet in a rental property.¹ Landlords cannot unreasonably withhold consent.² Where consent is given, a landlord can set reasonable conditions that apply to that consent.³
2. This is the first application that the Tribunal has heard relating to these new “pet consent” rules.

The claim

3. The Tenants want to have a Golden Labrador Retriever puppy at the premises. They have fostered four dogs over the last six years, at other premises, and want a dog of their own.
4. The Landlord has refused consent. The Tenants have offered to meet additional conditions. The Landlord has maintained its refusal. The Tenants have therefore applied to the Tribunal for orders enabling them to keep a dog at the premises.

The structure of this decision

5. In this decision I consider:
 - (a) The relevant background facts.
 - (b) The relevant law.
 - (c) The purpose of the pet consent rules.
 - (d) The appropriate two-stage test for determining whether a landlord’s refusal to grant consent is reasonable.
 - (e) The principles that can be extracted from the rules, relevant to this case.

¹ Residential Tenancies Act 1986, sections 42C(1)(a) and 42E(1).

² Residential Tenancies Act 1986, section 42E(4)(a)

³ Residential Tenancies Act 1986, section 42C(1)(b) and section 42G.

- (f) The appropriate orders in the circumstances of this case.

Relevant background facts

The dog

6. The Tenants want to adopt a Golden Labrador Retriever puppy.

The premises

7. The advertising for the premises stated “Pets by consent” and photographs accompanying that advertising showed a cat at the premises. The premises were also advertised as being close to the beach.
8. The premises are the middle floor of a three-level building on the side of Scarborough Hill in Christchurch. The top floor of the building is rented to another tenant. The basement below is used by the Tenants and the owner of the property for storage.
9. The premises have two bedrooms and a large outdoor deck, with wire rails beneath the top rail and between the posts. The kitchen, bathroom and laundry have hardwood flooring. The rest of the premises are carpeted.
10. The property on which the premises sit is partially fenced at the front. One side of the property has a large hedge, the other side has temporary fencing. The Landlord says that there are some gaps in this temporary fencing. There is no fencing at the rear of the property. The rear section of the property is on a steep downhill slope and is covered in plants, trees and other vegetation.
11. This rear section of the property is not part of the premises, in the sense that it is not intended for the exclusive use of the Tenants. Instead, this land is a facility for the purposes of the Residential Tenancies Act, as it is a communal area intended for the non-exclusive use and enjoyment of the Tenants. Facilities are not a part of the premises for the purposes of the pet consent rules.

The Tenant's request

12. The tenancy started on 17 December 2025. On 22 February 2026, the Tenants made a written request for consent to keep the dog at the premises.

The Landlord's response

13. [Redacted], who is a property manager, appeared for the Landlord at the hearing. Mr [Redacted] says that the owner comes from a farming background and is familiar with dogs. The owner was concerned about the suitability of the deck for dogs, and was also concerned about the absence of soundproofing, which might affect the other occupants of the building – not just the current tenant, but also any future tenant. The owner was also concerned about the dog roaming due to the absence of fencing.

14. On 23 February 2026, Mr [Redacted] then contacted the Tenants and advised them that the owner had refused consent to keep the dog. The written response provided to the Tenants was:

“I spoke to the owner and due to the aforementioned issues, they do not want a dog on the property.

I am sorry”

15. It seems that the “aforementioned issues” mentioned by Mr [Redacted] were issues that Mr [Redacted] had identified without first speaking to the Landlord, including that the premises were not fenced, and that the basement was not suitable for a dog. Mr [Redacted] had not first spoken with the Landlord before communicating those reservations.

16. The Tenants then reached out to the operations manager at the property management company. The operations manager confirmed the refusal, saying that the refusal was made in accordance with section 42F of the Residential Tenancies Act 1986, which permits landlords to decline consent where there are reasonable grounds to do so. In this instance, the Landlord considered:

- (a) The premises are not suitable for the dog due to the lack of secure outdoor space and containment.
- (b) The increased use of nuisance or disturbance to other residents because barking/transient noise will transmit through shared walls/ceilings without soundproofing.
- (c) Pet being unsuited to the premises due to the risk of causing damage to the deck (puppies have high toileting/activity risk on deck surfaces).
- (d) The safety risk to the dog due to no secure exercise or toilet area and the risk of falls from the elevated deck.

The Tenant’s response – offering conditions

17. The Tenants then proposed several conditions to address the Landlord’s concerns. They have offered:

- (a) To pay a pet bond.
- (b) Immediate cleanup of waste.
- (c) Constant supervision, as one of the Tenants works from home.
- (d) A trial period, whereby consent could be withdrawn after the trial period.
- (e) Professional carpet cleaning to address any fleas at the end of the tenancy.
- (f) Acceptance of full responsibility for any pet-related damage.
- (g) To allow additional property inspections.

- (h) To pay for additional containment measures, including temporary fencing, tether, crate training, supervised outdoor time, and installing gates and mats on the outdoor deck.
18. The Tenants have also provided a written statement from the neighbour who lives upstairs. That neighbour supports their application to keep a dog at the premises. The Tenants also say that there are already other dogs in the neighbourhood, and those dogs bark. They have provided a video demonstrating that barking. The Landlord has maintained its refusal.

The relevant law

19. The relevant law (the pet consent rules) is in sections 42E, 42F and 42G of the Residential Tenancies Act 1986:

42E Written consent for tenant to keep pet

- (1) If the tenant makes a written request to the landlord for consent for the tenant to keep a pet on the premises, the landlord must respond in writing within 21 days of receiving the request.
- (2) The landlord's response must include—
 - (a) the landlord's decision on whether consent is given or refused; and
 - (b) if consent is given, any reasonable conditions attached to the consent; and
 - (c) if consent is refused, the grounds for the refusal.
- (3) The landlord's response may set out details of—
 - (a) which pet or pets the consent applies to (for example, a specific pet, pets generally, a specified number of pets, or a specified type or breed of pet); and
 - (b) reasonable requirements relating to the characteristics of the pet or pets (for example, relating to size or breed).
- (4) The landlord must not—
 - (a) refuse consent without reasonable grounds; or
 - (b) attach an unreasonable condition to the consent.
- (5) A landlord who, without reasonable excuse, fails to comply with subsection (1) commits an unlawful act.
- (6) A landlord who fails to comply with subsection (4)(a) commits an unlawful act.

42F Reasonable grounds for prohibiting tenant from, or refusing tenant consent for, keeping pet

For the purposes of sections 42D and 42E, reasonable grounds for prohibiting a tenant from keeping a pet in a tenancy agreement or refusing consent for a tenant to keep a pet include the following (for example):

- (a) the premises are not suitable for the pet or pets (for example, because of the size or fencing of the premises, or other unique features of the premises):

- (b) a rule or bylaw applying to the premises under this Act or other legislation prohibits the pet or pets from being kept on the premises:
- (c) the tenant has not complied with relevant bylaws relating to the pet or type of pet:
- (d) the pet or pets are not suitable for the premises—
 - (i) due to the number of pets; or
 - (ii) due to their size or type (for example, their species or breed); or
 - (iii) due to their propensity for causing damage to premises or disruption to other persons residing in the neighbourhood; or
 - (iv) because they include a dog that has been classified as dangerous or menacing under the Dog Control Act 1996; or
 - (v) because there is good reason to believe they have previously attacked persons, livestock, or other pets:
- (e) the tenant has not agreed with a reasonable condition to which the landlord proposes to make the tenancy agreement or the consent subject:
- (f) the tenant has previously failed to comply with a reasonable condition relating to the tenant keeping a pet.

42G Reasonable conditions relating to tenant keeping pet

- (1) For the purposes of sections 42C to 42F, a condition relating to a tenant keeping a pet that is set out in a tenancy agreement or attached to a landlord's consent must be reasonable having regard to the nature of the premises and the type of pet or pets to which it applies.
- (2) Reasonable conditions may include the following (for example):
 - (a) a condition that the tenant agree to pay an amount of pet bond set by the landlord in accordance with section 18AA (and agree to a variation of the tenancy agreement under section 13B to that effect);
 - (b) a condition requiring a pet or pets to be restrained while a landlord lawfully enters the premises:
 - (c) if a pet is allowed inside the premises, a condition requiring the carpets in the premises to be cleaned to a professional standard at the end of the tenancy.
- (3) Subsection (2) is subject to subsection (1).

The purpose of the pet consent rules

20. The text of the pet consent rules is clear. The pet consent rules enable tenants to keep pets, while providing landlords with the ability to impose reasonable conditions or refuse consent where there are good grounds to do so.

21. But the text leaves important questions of statutory interpretation unanswered. Parliament has recognised that interpretation of these rules will be required, and

that the Tribunal, as the “arbiter of tenancy law” will be left to interpret how these new rules apply in practice.⁴ To do that, the Tribunal must also look to the purpose of the pet consent rules.

22. That is because the meaning of an enactment must be ascertained from its text and in the light of its purpose.⁵ As the Supreme Court stated in *Commerce Commission v Fonterra*, text and purpose are the two main drivers of statutory interpretation.⁶ The Court also stated that “[e]ven if a meaning of any text may appear plain in isolation of purpose, that meaning should always be cross checked against purpose in order to observe the dual requirements of s 5.”⁷ When determining Parliament’s intention, it is also permissible to look to the legislative history of a provision, including parliamentary speeches.
23. When I look to the text of the pet consent rules and the relevant legislative history, Parliament’s intention becomes clear.
24. The pet consent rules are an intentional move away from blanket “no pet” policies and are intended to enable tenants to have pets, while enabling a landlord to decline consent – but only where it is reasonable to do so.
25. The pet consent rules recognise the benefits that humans receive from keeping pets, including by aiding stability and social life for many people and being important for friendship, fellowship, and mental health. The pet consent rules are a deliberate “reversion of the status quo”, a reversal of the presumption against tenants having pets. Parliament intended to make it easier for tenants to have pets.^{8 9}
26. Parliament has balanced these new permissive rules with other rules enabling a landlord to impose reasonable conditions (including a pet bond), or to withhold consent altogether where there are reasonable grounds to do so. What is clear though is that the starting point for these new rules is that pets are permitted, with the landlord only able to refuse consent, or impose conditions, where reasonable.

The two-stage approach to assessing reasonableness

27. This claim is about reasonable grounds for refusing consent for a pet. When considering whether a landlord has unreasonably refused consent, I consider that a two-stage assessment is required.

⁴ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Committee of the House, Chris Bishop) at 8008

⁵ Interpretation Act 1991, section 5(1).

⁶ *Commerce Commission v Fonterra Co-Operative Group Ltd* [2007] NZSC 36, [2007] 3 NZLR 767 at [22].

⁷ At [22]

⁸ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Committee of the House, Chris Bishop) at 8008

⁹ (10 December 2024) 708 NZPD (Residential Tenancies Amendment Bill – Third Reading, Chris Bishop) at 8082

28. The first stage is a factual assessment. Why was the consent withheld, and what were the reasons given for the refusal of consent?
29. The second stage is an assessment of the reasonableness of that decision - whether the reasons given provide reasonable grounds for withholding consent. This can be approached by asking whether a reasonable landlord, having regard to the text and purpose of the pet consent rules, could withhold consent.
30. This two-stage approach is consistent with Supreme Court and Court of Appeal case law relating to the other entitlements to withhold consent, subject to a general reasonableness limitation.¹⁰

The relevant principles that apply to the second stage assessment

31. The second stage of the assessment of the reasonableness of the Landlord's decision should not be constrained by rigid rules. What is reasonable will differ in each case and should be determined with reference to the facts of the case and the text and purpose of the pet consent rules, and the principles derived from that text and purpose.
32. In the circumstances of this case, the following principles can be taken from the text and purpose of the pet consent rules to assist in determining whether the Landlord's refusal of consent was reasonable. This is not an exhaustive list of all principles that may apply to the pet consent assessment. Other relevant principles will need to be addressed as they arise in other cases, and some of these principles may not be relevant in other cases. But these are the principles that apply in this case.

Landlord should consider requests in good faith

33. A landlord must consider the request, must respond in writing,¹¹ cannot refuse consent without reasonable grounds¹² or attach an unreasonable condition.¹³ This means a landlord should have an open mind and consider each request in good faith - with honesty, fairness, reasonableness, and the absence of ulterior motive or impropriety.

Landlord must consider the premises and the particular pet

34. Where a tenant requests consent for a particular pet, consideration of the request requires an assessment of the premises and that pet. Parliament has intentionally used the definitive article when drafting the pet consent rules. Section 42F specifically refers to "the pet", and "the premises".

¹⁰ For example, *Greymouth Gas Kamiro Ltd v GXL Royalties Ltd* [2010] NZSC 117, [2011] 1 NZLR 289 and *Liow v Martelli* [2026] NZCA 101

¹¹ Residential Tenancies Act 1986, section 42E(1)

¹² Residential Tenancies Act 1986, section 42E(4)(a)

¹³ Residential Tenancies Act 1986, section 42E(4)(b)

35. Dogs provide a useful example for why this case-by-case assessment is required. A property may not necessarily be unsuitable for a dog just because it is unfenced or small. An unfenced and/or small property may still be suitable for a small, well-behaved, house-trained dog but may be unsuitable for another. Just as a large and fenced property might be suitable for one dog, but unsuitable for a different dog.
36. Likewise, the property will not necessarily be unsuitable due to the proximity of neighbours and/or the potential for barking. Again, what is required is an assessment of the premises, its neighbourhood, and of the dog, its breed, its training and its propensity to bark.
37. This will always be a case-by-case assessment. Decisions like this, and other decisions of the Tribunal and Courts, can provide guidance as to the principles that apply to any pet consent assessment, but the factors that need to be considered, and the outcome of the assessment in each case, will be fact dependant.

Grounds relied upon by a landlord should be more than hypothetical

38. Given Parliament's clearly signalled reversion of the status quo to now enable tenants to keep pets and the need to focus on the suitability of the particular pet and premises, reasonable grounds cannot be established by theoretical possibilities or generalised concerns alone. Any grounds relied upon by a landlord should be supported by a rational evidential foundation, properly connected to the particular pet, the premises, and the relevant circumstances.

Landlord should consider whether conditions, including conditions proposed by the tenant, could mitigate any identified concerns

39. Where a landlord has concerns about the pet or the suitability of the premises for that pet, the landlord should nonetheless consider whether its concerns can be adequately mitigated by the payment of a pet bond and/or the imposition of other reasonable conditions, including conditions proposed by the tenant.
40. This is consistent with the text and purpose of the pet consent rules. The starting point is that pets are permitted, and a landlord may withhold consent, but only on reasonable grounds. A good faith assessment of the tenant's request to keep a pet should include consideration of whether reasonable conditions can mitigate the landlord's concerns.
41. If reasonable conditions do not address the landlord's concerns, then there will be reasonable grounds to refuse consent. But if reasonable conditions can address the landlord's concerns, consent should be given on those conditions.

Landlord must consent to any minor change to make the premises suitable for a pet

42. A landlord cannot withhold consent to the tenant making minor changes to the premises.¹⁴ A minor change is a change that:¹⁵
- (a) Presents no more than a low risk of material damage to the property.
 - (b) Does not compromise the building's structural integrity, weathertightness, or character.
 - (c) Does not pose a health and safety risk.
 - (d) Can be easily reversed (by the tenant) at the end of the tenancy.
 - (e) Does not affect anyone's enjoyment of the property (such as neighbours).
 - (f) Does not require any regulatory consent.
 - (g) Does not breach any laws or body corporate rules.
43. A landlord who withholds consent to a minor change commits an unlawful act¹⁶ It follows that a landlord must consent to any minor changes required to make the premises suitable for a pet. In considering a tenant's request to keep a pet, the landlord should then consider whether, in light of those minor changes, the premises are suitable for a pet. Even if minor changes can be, or have been, made to make the premises more suitable, a landlord may still decline consent if it otherwise has reasonable grounds to do so.

Landlord must provide clear written reasons for refusal

44. Tenants are entitled to clear reasons why consent was refused.¹⁷ A failure to provide a clear written response may be an unlawful act,¹⁸ and may demonstrate to the Tribunal that the landlord did not have reasonable grounds at the time the decision was made.

My assessment

First stage – the reasons given for refusal

45. The Landlord's initial grounds for refusal, as communicated by Mr [Redacted] on 23 February 2026, were deficient. That response did not give the Tenants clear reasons for why consent was refused. Simply saying that the Landlord declines the request "due to the aforementioned issues" is not enough.
46. The Tenants then contacted the operations manager. The subsequent response from the operations manager was sufficient. In that response, the Landlord gave the following reasons for declining consent.

¹⁴ Residential Tenancies Act 1986, section 42B(1)

¹⁵ Residential Tenancies Act 1986, section 42B(2)

¹⁶ Residential Tenancies Act 1986, section 42B(2)

¹⁷ Residential Tenancies Act 1986, section 42E(1)

¹⁸ Residential Tenancies Act 1986, section 42E(5)

- (a) The premises are not suitable for the dog due to the lack of secure outdoor space and containment.
 - (b) The increased nuisance or disturbance to other residents because barking/transient noise will transmit through shared walls/ceilings without soundproofing.
 - (c) The pet being unsuited to premises due to the risk of causing damage to the deck (puppies have high toileting/activity risk on deck surfaces).
 - (d) The safety risk to the dog due to no secure exercise or toilet area and the risk of falls from the elevated deck.
47. This subsequent response complies with the requirement to give clear written reason for any refusal, and these are the grounds that I will consider in determining whether the grounds for refusal were reasonable.

Stage two – assessment of the reasonableness of the grounds for refusal

48. I find that three of the Landlord's grounds for refusal, as communicated by the operations manager to the Tenants, were understandable. The Landlord's concerns about the suitability of the premises for this dog due to the absence of fenced outdoor space, damage to the deck due to toileting and activity, and the possibility that the dog may fall from the deck were valid. However, for the reasons I will discuss below, those concerns can be adequately addressed by the reasonable conditions, including conditions proposed by the Tenants.
49. The Landlord's views on the dog's propensity to bark or to disturb neighbours were not reasonable in the circumstances. The Landlord had no objective basis on which it could reasonably have considered that this dog would unreasonably disturb neighbours by barking. The Landlord appears to have a generalised concern that the dog might bark, but I am not satisfied that the evidence shows that this breed of dog has a propensity to bark excessively or to the extent that its barking might unreasonably disturb neighbours.
50. The Landlord also had a generalised concern about noise transmitting through shared walls and ceilings without soundproofing, but I saw no evidence that the soundproofing in these premises was so deficient that the presence of this dog could lead to an unreasonable interference with the neighbour's quiet enjoyment.
51. Despite some of the Landlord's concerns being initially understandable, I nonetheless find that the Landlord's ongoing refusal of consent was not reasonable in the circumstances. A good-faith assessment of the Tenant's request to keep the pet should have included consideration of whether reasonable conditions would mitigate the Landlord's valid concerns. If reasonable conditions did not address the Landlord's concerns, then consent could be reasonably withheld. But if reasonable conditions did address the Landlord's concerns, consent should have been given on those conditions.

52. I am not satisfied that the Landlord reasonably considered whether any conditions could mitigate its concerns. In particular, the Landlord did not take adequate account of the conditions proposed by the Tenants.
53. Those conditions, particularly the offer to install temporary fencing and installing protective mats on the deck, adequately addressed the Landlord's reasonable concerns about the suitability of the premises and the surrounding land for the dog and could be complied with without damaging the premises or interfering with the quiet enjoyment of neighbours.
54. It is particularly relevant that the changes the Tenants proposed to make to ensure the premises were suitable for a dog (i.e. the mats and the barrier on the deck) were minor changes, as defined in section 42B of the Residential Tenancies Act. The Tenants are entitled to make those changes, meaning the premises would then be suitable for the dog once those allowable changes were made.
55. To a lesser extent, it is also relevant that the Landlord's concerns about the suitability of the rear section, which does not form part of the premises but is nonetheless a shared facility, could be addressed by the Tenants installing a temporary fence at their expense to contain some or all the rear section (but only if the Landlord allows this), and by the Tenants supervising the dog whenever it went onto that shared communal space.
56. It is also relevant that the premises are close to a beach, where the dog can be exercised. The Tenants evidence was that they would regularly take the dog to the beach, which will mitigate any concern that the premises do not have sufficient space to enable the dog to exercise.
57. I therefore consider that, acting in good faith and consistent with the text and purpose of the pet consent rules, the Landlord ought to have consented to the dog on the conditions proposed by the Tenants. I therefore find that the Landlord's refusal was not reasonable.

Outcome

58. The Landlord has refused consent to keep the dog, without reasonable grounds, and has therefore committed an unlawful act.¹⁹ But I decline to award exemplary damages.²⁰
59. These are new rules, and I suspect many landlords and tenants are grappling with the proper interpretation of the rules. Until these rules are entrenched and understood, the Tribunal should be slow to award exemplary damages where a

¹⁹ Residential Tenancies Act 1986, section 42E(6)

²⁰ The Tribunal may award exemplary damages of up to \$1,500 where a landlord refuses consent without reasonable grounds.

party has tried to act in good faith, as the Landlord has here, but then made a judgement call that fell the wrong side of the line.

60. Instead, in accordance with the general principles of the law and the substantial merits and justice of the case, I order that the tenancy agreement between the parties is varied to record that the Tenants may keep the dog they intended to adopt. If that dog is no longer available for adoption, Tenants may keep a similar aged Golden Labrador Retriever puppy.
61. I impose the following conditions on that consent:
 - (a) Before the dog is allowed at the premises, the Tenants must:
 - (i) Pay a pet bond of two weeks rent.
 - (ii) Pay for and install mats on the outdoor deck and an adequate protective barrier to ensure the dog does not fall between the wire railings surrounding the deck.
 - (iii) If required to do so by the Landlord, pay for and erect adequate temporary fencing to ensure that some or all the section at the rear of the premises is secured and contained. If the Landlord requires the Tenants to do so, it must communicate that requirement to the Tenants within 3 working days of the date of this decision.
 - (b) The Tenants must supervise the dog every time it is in a communal area, including the section at the rear of the premises.
 - (c) The Tenants must remove all temporary fencing, protective barriers and mats and fully reinstate the premises at the end of the tenancy, at their expense.
 - (d) The Tenants must have the carpets professionally cleaned and treated for fleas at the end of the tenancy.
62. If the Tenants do not comply with the conditions at 61(a) above, the order varying the tenancy agreement to allow the Tenant to keep a pet is revoked
63. In making these orders, I specifically note that I have imposed the conditions discussed at paragraph 61(a) and (b) as they are appropriate for this particular dog. Given its breed, its current young age and the size it will grow to, these conditions are necessary to ensure the premises are suitable. Different conditions may be required for a different breed of dog, or different premises.
64. For completeness, I also note that any pet consent remains subject to the general rules in the Residential Tenancies Act. For example, if this dog proves to be disruptive, or unreasonably damages the premises, the Landlord may rely on other sections of the Act to apply to the Tribunal for a remedy. I have also imposed no conditions relating to the Tenant's general obligations to clean the premises or facilities, notify the Landlord of damage and not interfere with the reasonable

peace, comfort, or privacy of the Landlord's other tenants or any other person residing in the neighbourhood. Those obligations already exist in the Residential Tenancies Act and apply regardless of any order I may make.

Name suppression and filing fee

65. The Tenants have been successful in their application. They are entitled to recover the filing fee and to name suppression. I also allow name suppression for the Landlord. They are only before the Tribunal due to uncertainty as to the proper interpretation of these new rules. The public interest lies in suppressing their name.

B Carter
1 May 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.