

**IN THE DISTRICT COURT
AT NORTH SHORE**

**I TE KŌTI-Ā-ROHE
KI ŌKAHUKURA**

**CIV-2018-044-001103
[2019] NZDC 7867**

BETWEEN

RAJESWARY KALATHIL PADMAJAN
Appellant

AND

JIAN PING LIU
Respondent

Hearing: 29 April 2019

Appearances: Appellant in person
Respondent in person

Judgment: 1 May 2019

RESERVED JUDGMENT OF JUDGE G M HARRISON

[1] Miss Padmajan appeals against a decision of the Tenancy Tribunal of 9 August 2018 in two respects.

[2] There was a dispute between Miss Padmajan and Miss Liu in respect of the proper rental owing in respect of Miss Padmajan's occupation of rental premises at [residential address deleted], Auckland.

[3] Miss Padmajan had a fixed term tenancy agreement from 1 December 2017 to 1 May 2018. Miss Padmajan had earlier occupied a lower floor of the premises and when it was agreed that she could occupy the upper floor, this fixed term tenancy was agreed upon.

[4] In his decision, the adjudicator held that the arrears of rent owing were \$4,522.86. Miss Padmajan claims that he failed to take into account a payment she

made on 28 March 2018 of \$380.00, and also the sum of \$1,000.00 remaining from a bond paid to Miss Liu by the Department of Social Welfare.

[5] At the appeal conference held before Judge Cunningham on 12 December 2018, leave was granted for Miss Padmajan to file further evidence regarding these payments.

[6] She has done so and her bank statements record a payment made on 28 March 2018 for \$380.00.

[7] At the hearing, Miss Liu helpfully produced her record of rental paid. This records a payment on 28 March 2018 of \$380.00. However, the adjudicator in his decision recorded that part of the rent owing was to be calculated from 22 March to 30 April 2018. That did not take into account the payment of \$380.00 and that amount should be deducted from the rent arrears as fixed by him.

[8] Miss Padmajan also submitted evidence confirming that a tenancy bond of \$1,000.00 had been approved by Work and Income for the credit of Miss Liu. However, the rental payments recorded by Miss Liu do not record the bond payment of \$1,000.00 which appears to have been retained by Miss Liu.

[9] Furthermore, in respect of the calculation of rent, the adjudicator did not allow rent for 1 May 2018 being the final day of the tenancy which was calculated at \$78.86.

[10] According to Miss Liu therefore, the rental arrears were \$4,178.86. If the rent claimed for 1 May 2018 is deducted, the total owing is \$4,100.00.

[11] From that should also be deducted the sum of \$1,000.00 being the bond which was not applied towards rental, thereby reducing the amount outstanding to \$3,100.00.

[12] Miss Liu also sought the cancellation of a fine imposed upon her by a decision of the Tenancy Tribunal of 7 February 2018 of \$300.00 plus Miss Padmajan's filing fee of \$20.44 - \$320.44 being a penalty imposed upon her by the tribunal for non-lodgement of the bond with the Bond Centre. That decision recorded the bond payment of \$1,000.00 that I have referred to. There is no appeal against the imposition

of that penalty and clearly I can make no decision in that regard when the only appeal I am required to consider is that of Miss Padmajan against the decision of the tribunal of 9 August 2019.

[13] In conclusion therefore, the tribunal's decision of 9 August 2018 is amended by recording the rent arrears as \$3,100.00.

[14] To that extent the appeal is allowed.

G M Harrison
District Court Judge