[2020] NZTT Auckland 9018322

TENANCY TRIBUNAL AT Auckland

APPLICANT:	Craig Housley, Stephen Darryl Acott, Michael Coutts, Tim Scott, Bakeel Alaghbari, Carolyn Hughes, Sandy O'Brien Owners of principal units
RESPONDENT:	Body Corporate 199318 Body corporate
UNIT ADDRESS:	Unit/Flat 402, 121 Customs Street West, Auckland Central, Auckland 1010, The Point Apartments

ORDER

1. By way of declaration, that the amended operational rule adopted by Body Corporate 199318 at the 11 September 2019 AGM which provides that “no owner or occupier may let, rent or licence his or her unit for a period of less than 3 months” (‘the amended rule’) is invalid and of no effect.
2. Body Corporate 199318 is to notify the Registrar of Land of Order 1 setting aside the amended rule and register revised operational rules in the prescribed form that removes the amended rule.
3. Body Corporate 199318 must pay Craig Housley, Stephen Darryl Acott, Michael Coutts, Tim Scott, Bakeel Alaghbari, Carolyn Hughes, Sandy O'Brien costs and filing fee of the proceedings; the quantum of costs is reserved.

Reasons:

1. Counsel for both parties attended the hearing on 7 October 2020; Tim Rainey for the applicant and Clinton Baker for the body corporate.
2. The applicants are each owners of principal units in the body corporate of the Point Apartments.
3. The applicant challenged the validity of an amended body corporate operational rule adopted by the body corporate which restricts the ability of unit owners to lease their unit for a period of less than 3 months.

4. At its annual general meeting on 11 September 2019 the body corporate resolved by ordinary resolution to amend the body operational rules by adopting the following rule:

   No owner or occupier may let, rent, or licence his or her unit for a period of less than 3 months.

   ('the amended rule')

5. Having considered the witness statements and submissions filed by the parties and heard from counsels for the applicant and the body corporate, I find that the amended rule is ultra vires the powers of the body corporate and Unit Titles Act 2010 ('UTA') and therefore invalid for the following reasons.

The amended rule is inconsistent with the provisions of the UTA

6. Section 106(4) UTA provides that any amendment to body corporate operational rules that is inconsistent with any provision of the UTA or any other enactment or rule of law is invalid.
7. Pursuant to sections 50, 52 and 79(a) UTA, unit owners have a basic and fundamental right to lease their unit as they see fit.
8. Section 50(a) UTA provides that on the creation of a stratum estate in a unit, that stratum estate may devolve or be transferred, leased, mortgaged, or settled. This provision gives the owner of the stratum estate an unfettered right to lease the unit as he/she sees fit.
9. Section 52 UTA provides that a transfer, lease, mortgage, or settlement of a stratum estate in a unit has the same effect as if the stratum estate were an estate in fee simple in land or an interest in land under a lease or licence, as the case may be. This provision equates the right to lease the unit as if the stratum estate were an estate in fee simple in land.
10. Section 79(a) UTA provides that an owner of a principal unit has all the rights derived from being registered as the owner of the stratum estate in a unit under this Act. Those rights include the right to lease the unit derived under sections 50 and 52 UTA.
11. The owner's right to lease their unit is recognised in *Russell Management Ltd v Body Corporate 341073* (2008) 10 NZCPR 136 and *Wu v Body Corporate 366611* [2011] 2 NZLR 837.
12. In *Russell Management* the High Court struck down as ultra vires body corporate rules which interfere with a unit owner's right to lease the unit. The rule that was in issue required unit owners to appoint the body corporate's building manager as their exclusive leasing agent for leasing out the units.

13. The High Court held:

> [55] The amended rules operate to prevent individual unit owners from leasing out their units themselves. They also prevent the unit owners from engaging any letting agency other than RML to carry out that function.
>
> [56] ….Individual unit holders should be entitled to choose their own tenants. At the very least, they should be entitled to choose the letting agency that is to be entrusted with that task.

14. The High Court has considered this right as fundamental to the ownership of the stratum estate created in each unit on the deposit of a unit plan under the UTA. As the High Court stated in *Russell Management*:

> [38] Section 37(6) prohibits the body corporate from amending its rules so as to prevent or restrict the devolution of units in any way. It is obviously designed to ensure that, although the body corporate may have the ability to manage and control the common property, its sphere of influence is extremely limited when it comes to individual units. The legislature was clearly of the view that it was important to preserve the ability of individual unit owners to deal with their units without restriction or interference by the body corporate. The section therefore prevents the body corporate from amending its rules so as to prevent or restrict the unit owners from transferring, leasing, mortgaging or otherwise dealing with their units.

15. In *Wu* the High Court reached the same conclusion and struck down an amended rule which required unit owners to lease the units on specified terms and conditions. The High Court noted a significant factor that counted against the validity of an amended rule which limited a unit owner's right to lease was the fact that the UTA 1972 protected that right. As the Court stated at paragraph [86]:

> …r 2.1(g) plainly restricts the owners' ability to lease their units in breach of s 37(6) which prohibits such a restriction. It is ultra vires.

16. On the basis of those authorities, the body corporate would similarly be unable to adopt an amended rule which purported to restrict a unit owner's right to lease the unit under UTA 2010.

17. I therefore disagree with the body corporate's submission that UTA 2010 does not contain the same protections as provided for in section 37(6) UTA 1972 (which states that "no rule or addition to or amendment or repeal of any rule shall prohibit or restrict the devolution of units, or any transfer, lease, mortgage, or other dealing therewith, or destroy or modify any right implied or created by this Act"). It is my finding the UTA 2010 contains similar protections in favour of unit owners' right to let and self-determination as expressed under sections 50, 52 and 79(a) UTA.

18. The amended rule prohibiting owners from leasing their unit to a period of under 3 months encroaches upon the unit owners' right to lease their unit for however long or short as they see fit. The amended rule, being inconsistent with the fundamental and basic right of unit owners to lease their unit, is therefore invalid pursuant to section 106(4) UTA.

Encroachment on the owner's right to quiet enjoyment of their unit

19. Further, the amended rule also infringes on the unit owners' right to quiet enjoyment of their unit without interference by the body corporate.

20. Section 79(d) UTA only permits interruption to a unit owner's entitlement to quiet enjoyment to the extent that it is authorised by the UTA or the regulations. I do not consider the body corporate's adoption of the amended rule to fall under such permitted authorisation which must be referenced to the UTA or the regulations.

21. For instance, the default body corporate operational rules prescribed under section 21 of the Unit Titles Regulations 2011 ('the Regulations') and set out at Schedule 1 of the Regulations prohibits an owner or occupier of a unit from creating noise likely to interfere with the use and enjoyment of the unit title development by other owners or occupiers. This prohibition against an owner or occupier from making noise does not infringe on the unit owner's right to quiet enjoyment under s79(d) UTA; it only infringes the unit owner's right to enjoyment, and fairly so, of their unit insofar as it interferes with the use and enjoyment of the unit title development by other owners or occupiers.

22. Here I cannot see how the amended rule which clearly infringes upon a unit owner's right to quiet enjoyment of their unit by leasing to their "quiet" tenants (which may be for a period of under 3 months) can be justified by authority referenced to the UTA or the Regulations.

23. It cannot be inferred that a unit owner's tenant of less than 3 months' tenure is more susceptible or likely to make more noise or cause more inconvenience or interference with the use and enjoyment of the unit title development by other owners or occupiers!

24. I therefore cannot accept the concerns raised in the witness statements of Paul Duffy that short term letting increases traffic, noise and likelihood of potential damage to common areas and Ian McLeod that allowing short term letting would somehow relegate his role at the Point Apartments as Facilities Manager to active "hotelier" and that short term letting results in hypothetical security issues that underpin the body corporate's rationale for the adoption of the amended rule.

25. I find that it would require more than mere concerns around potential but otherwise unsubstantiated claims of actual damage and increased noise by short term tenants, security, maintenance and the use of facilities with particular reference to utilisation of apartments for Air BnB to justify interference by the body corporate on the unit owners' right to quiet enjoyment of their unit which right I find to be just as fundamental as their right to lease.

26. This right to quiet enjoyment should not be trumped by the majority's view of what utopia is for all residents of the Point Apartments, ie., not having to put up with short-term renters residing in their midst, which view I find to be simplistic and incapable of encroaching with a unit owner's right under s79(d) UTA.

27. Any issue with increased noise, actual damage to common property or anti-social behaviour by the unit owner, occupier or its tenants, whether long term or short term, should be dealt with by addressing the impugned conduct complained of or sought to be prohibited rather than by way of a blanket ban against leases of less than 3 months. I concur with Mr Rainey's submission to the effect that a tenant of 3 months and 1 day's lease can just as easily be a nuisance to the unit title development and to other owners or occupiers as a tenant of just under 3 months. The use of 3 months as some sort of measure or yardstick of good behaviour on part of prospective tenants is simply artificial and arbitrary.

28. I agree with the applicant's submission that if there were genuine concerns about the behaviour of any tenant or occupant of a unit either in respect of security or the use of common property then the appropriate response would be to address that conduct through the adoption of an appropriate rule (if one does not already exist). A ban on leasing units for less than three months does not address the so-called problems identified by the body corporate. It imposes a burden on unit owners' rights with no real corresponding benefit to any of the other unit owners in the development.

29. It is my finding that the amended rule creates an outright ban on a particular use of the unit which is untethered from any interference with other unit owners' rights to enjoy the use of their own units and the common property.

30. Consequently I determine that the amended rule is also invalid pursuant to section 106(4) UTA because it unfairly infringes on the unit owners' right to quiet enjoyment of their unit without interference by the body corporate.

The amended rule is ultra vires the power of the body corporate

31. I find that the body corporate does not have power to adopt the amended rule; the amended rule is ultra vires the power of the body corporate. I accept the applicant's submission that because the amended rule confers powers and duties on the body corporate that are not incidental to the powers and duties conferred or imposed on the body corporate under the UTA, the amended rule is invalid pursuant to section 106(2) UTA.

32. Section 106(2) UTA provides that no powers or duties may be conferred or imposed on the body corporate that are not incidental to the powers and duties conferred or imposed on the body corporate under this Act.

33. Section 84(1) UTA sets out the full extent of the powers and duties of the body corporate as follows:

(a) sections 40 to 42 (which relate to the assignment and reassessment of ownership interests and utility interests):

(b) section 81 (which permits the body corporate to act as an agent for the unit owners who lease or licence their principal unit and are absent for the purpose of enforcing the body corporate operational rules):

(c) section 85 (which requires the body corporate to keep and maintain a register of all the owners of principal units and accessory units on the plan):

(d) section 86 (which relates to the body corporate's power to sign documents on behalf of the owner):

(e) section 87 (which requires the payment of ground rental to a lessor):

(f) section 90 (which relates to the calling of general meetings):

(g) section 105(4) (which requires the body corporate to comply with the body corporate operational rules):

(h) section 108 (which is the general power of delegation):

(i) sections 115 and 117 to 120 (which relate to the establishment and maintenance of the funds):

(j) section 116 (which requires the body corporate to establish and maintain a long-term maintenance plan):

(k) section 121 (which relates to the raising of amounts for each fund and the imposition of levies on the unit owners to establish and maintain each fund):

(l) sections 130 and 131 (which relate to the spending, borrowing, and investing of money and the distribution of surplus money and property):

(m) section 132 (which relates to the keeping of accounting records and submission of its yearly financial statements to an independent auditor):

(n) section 135 (which relates to insurance of the buildings and other improvements on the land):

(o) section 136(4) (which relates to the application of insurance moneys in or towards reinstatement of the development):

(p) section 138 (which relates to repair and maintenance of the common property, assets designed for use in connection with the common property, infrastructure, and building elements and access for those purposes):

(q) section 206 (which relates to the provision of records and documents on request from a unit owner):

(r) any other provisions of this Act, any other Act, or the regulations that confer powers or duties on the body corporate and subject to any limitations to those powers and duties in this Act, any other Act, or the regulations.

34. Notwithstanding s.84(1)(r) UTA, I am unable to find anywhere in the UTA or the Regulations that confer power on the body corporate to limit an owner's right to lease. In other words, there is no existing power that I could find under the UTA that the amended rule can be said to be incidental to; there is nothing in the default operational rules, or in the UTA or the Regulations that gives the Body Corporate the power to regulate to whom a unit owner leases the unit or on what terms or duration.

35. By way of illustration, a body corporate might see it fit to adopt a rule that prohibits music emanating from loudspeakers of any kind between 10pm to 7am and stipulates that unit owners and occupiers may only use personal listening devices such as headphones and earphones during that time. This rule may be said to be incidental to the power conferred on the body corporate to enforce default body corporate operational rule 1(c) of Schedule 1 of the Regulations to ensure that no unit owner or occupier will make noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers. Consequently, this rule prohibiting the use of loudspeakers between 10pm to 7am could be said to be intra vires the powers of the body corporate pursuant to s.84(1)(r) UTA.

36. However there is no power in the UTA or the Regulations for which the amended rule prohibiting the lease of the unit to a duration of under 3 months is said to have been derived from or incidental to. It appears to me that the amended rule has been derived from a non-existing power in the first instance and following s.106(2) UTA the body corporate has not the power to do so because "no powers or duties may be conferred or imposed on the body corporate that are not *incidental* to the powers and duties conferred or imposed on the body corporate under this Act".

37. I also note from submissions filed by the body corporate that no attempt has been made to link the amended rule to an existing power or duty. I believe that the body corporate has not been able do so.

38. I do not accept submissions from the body corporate that all of the Auckland District Law Society model rules are necessarily intra vires. I find that only those rules which could be clearly said to be derived from or incidental to the powers and duties of the body corporate can the model rules be said to be intra vires. The rule against keeping of pets of any kind (which includes a pet turtle) for instance, could potentially be ultra vires the powers of the body corporate. The rule against the keeping of a large, barking dog may however be said to have been derived from or incidental to the body corporate's power to curtail the occurrence of noise which is likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers. I therefore agree with submissions by the applicant that the issue of pets is not as clear cut as the body corporate considers it to be.

39. Accordingly I do not accept the body corporate's submission that a body corporate's ability to control the use of principal units is by itself a power to which the amended rule may be said to be incidental to. The power in question that the body corporate may derive incidental powers must be referenced back to the powers expressly

stated under section 84(1) UTA which includes any other provisions of this Act, any other Act, or the regulations that confer powers or duties on the body corporate.

40. I agree with the applicant's submission that it is not possible to create a wholly new power from an existing power and then from that power create another because that is contrary to the plain text of section 106(2) UTA. The material issue is not whether the body corporate has a reason for adopting the rule, rather it is whether the body corporate *can* adopt the amended rule. For these reasons I find that it cannot.

41. The High Court in *Body Corporate 401803 v Vermillion Wagener Ltd* (2015) 15 NZCPR 758 held at [96] that if it cannot be identified either in the Act or the amended rules any duty to provide amenities to which the purported power in the case can be linked, it is not reasonably arguable that the entry into a guarantee constituted a lawful exercise of power by the body corporate. At [115] the High Court held that the absence of an identified duty in the amended rules is sufficiently fatal to the position that vires can be determined. The High Court was not prepared to accept reliance on the amended rules as the ultimate source of that power or that the body corporate could attempt to derive a power from a power; rather it only has power reasonably necessary in the performance of an identified duty. It is necessary to identify a discrete duty to which that purported exercise of power attaches. The body corporate cannot rely on a power being reasonably necessary pursuant to another power.

42. In *Velich v Body Corporate No 164980* (2005) 6 NZCPR 143, William Young J reasoned (at [29]–[30]) that an amended or added rule is valid only if the new power can fairly be seen as incidental to the performance of the powers or duties imposed on the body corporate by the Act. His Honour said (at [30]):

> As a matter of common sense, it is only powers and duties which are extant at the time of the rule change which are relevant…
>
> and at [31], that:
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> …a rule which appreciably expands the existing powers and duties of the body corporate cannot fairly be regarded as incidental to those existing powers and duties.

43. *Velich* has been consistently applied to restrict the ability of a body corporate to adopt amended rules which give a body corporate new powers or imposed new duties. In the Court of Appeal decision of *Russmorr Ltd v Body Corporate 345866* (2016) 18 NZCPR 56, the Court noted at [38]:

> An amended rule must (1) fall within the ambit of the first paragraph of s 37(5) and (2) not fall foul of the proviso in the second paragraph. The word "incidental" in the proviso means "naturally attached to, or arising from, or naturally appertaining to any of the duties and powers set out in the Act". An amended rule which appreciably expands powers and duties (that is, beyond those set out in the 1972 Act and its default rules) will not be incidental to the performance of the body corporate's (existing) powers and

duties. Common sense in construing the degree of incidentalism has been encouraged by this Court in previous decisions.

44. In the *Russell Management* case, an amended rule which interfere with a unit owner's right to lease the unit has been struck down as ultra vires the power to amend. The High Court said:

> [33] As the decided cases demonstrate, the difficulty generally arises when considering whether an amended or substituted rule contravenes the proviso to s 37(5). The focus in the cases has been upon the extent to which the amendment purports to confer new powers, or to impose new duties, on the body corporate. In such circumstances the amendment will fall foul of the proviso if it creates a new power or duty that cannot properly be said to be "incidental to the performance of the duties or powers imposed on [the body corporate] by the Act".
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> [34] The leading authority in relation to the effect of r 37(5) is *Velich v Body Corporate No 164980* (2005) 5 NZ ConvC 194,138 (CA). In that case the body corporate had purported to repeal the default rules and to substitute new rules. One of the new rules, r 2.1f, purported to prohibit the proprietors of individual units from adding to, or altering, their units in any way without first obtaining the written consent of the body corporate. The Court of Appeal held that the rule offended against the proviso to s 37(5) because it expanded the powers of the body corporate beyond those that it possessed in the default rules. In delivering the judgment of the Court William Young P said:
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> > [29] Rule 2.1(f) undoubtedly relates to "the powers and duties of the body corporate". For this reason it is within the scope of the proviso to s 37(5). Accordingly it is only valid if the new powers and duties conferred can fairly be seen as "incidental" to the performance of powers and duties imposed on the body corporate by the Act.
> >
> > [30] The only duty imposed by the Act which could be invoked to justify r 2.1(f) is that provided by s 15(1)(a), "to . . . carry out any duties imposed on it by the rules". As a matter of common sense, it is only powers and duties which are extant at the time of the rule change which are relevant. So the only new powers or duties which may be conferred by rule change on a body corporate are those which are "incidental" to existing powers and duties.
> >
> > [31] At the time r 2.1(f) was adopted, there was no rule in place which required the body corporate to carry out the functions contemplated by r 2.1(f) to the extent that they go beyond those required by default r 1(f). So r 2.1(f) expanded the powers and duties of the body corporate and further, did so appreciably. A rule which appreciably expands the existing powers and duties of the body corporate (as r 2.1(f) purports to do) cannot fairly be regarded as merely "incidental" to those existing powers and duties.
> >
> > [32] It follows that r 2.1(f) is ultra vires.
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> [35] The Court of Appeal in Velich applied the proviso to s 37(5) in the clearest of terms. It proceeded upon the basis that a body corporate may only amend its rules so as to create a new power or duty where the new power or duty is incidental to existing powers and duties. Where the pre-existing rules are the default rules under the second and third Schedules, the new rule cannot create powers or duties that are wider than those of the default rules. If the new rule "appreciably expands" the existing powers and duties of the body corporate, it is likely to be ultra vires because it will not be incidental to the body corporate's existing powers and duties.

45. The High Court in *Russell Management* found that that rule was ultra vires the UTA 1972 as the new rule was not "incidental" to any existing power or duty:

> [52] In reality, however, the new rules go well beyond r 3(d) of the default rules. The new rule empowers the body corporate to enter into an agreement with a third party under which that third party receives an exclusive right to let all of the units in the complex for up to 30 years. Such a power is, in my view, substantially different, and much wider, than a power permitting the body corporate itself to provide amenities or services to individual proprietors and units at their request. The letting service is not provided in the present case by the body corporate. Rather, it is provided by the third party. Moreover, individual proprietors have absolutely no say in relation to the letting service. They cannot request that it be provided or not provided. They are required to accept that the letting agency nominated by the body corporate shall have the exclusive right to let out their units.
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> [53] Furthermore, I do not see how the power to enter into an exclusive letting service can realistically be viewed as being incidental to the powers and duties that the body corporate possessed before the rules were amended. At that time the body corporate had no power at all to influence, let alone dictate, the means by which individual owners could let out their units. The new rules take the body corporate from that position to the position of being empowered (regardless of the wishes of the owners) to grant the exclusive right to let out all of the units in the complex to a third party.

46. For the above reasons, I find that the body corporate cannot adopt the amended rule because it creates a completely new power which the body corporate did not previously have. That power is not incidental to any existing power or duty and therefore contravenes section 106(2) UTA and therefore ultra vires the power of the body corporate.

47. Having found that the amended rule is inconsistent with the provisions of the UTA and ultra vires the power of the body corporate, I now address the Tribunal's jurisdiction to make orders sought by the applicant.

The Tribunal's jurisdiction under the UTA and the RTA

48. Section 171(3A) UTA provides:

> Without limiting the provisions of the Residential Tenancies Act 1986 (RTA) that apply to a Tenancy Tribunal by virtue of section 176 of the UTA, a Tenancy Tribunal may, in relation to a unit title dispute within its jurisdiction under this section, do any of the following:
>
> (a) order any party to do anything necessary to remedy a breach by that party of an obligation arising under the UTA, the body corporate operational rules, or any agreement that is binding on the party and relevant to the unit title dispute:
>
> (b) order any party to refrain from doing anything that would constitute a breach of an obligation arising under the UTA, the body corporate operational rules, or any agreement that is binding on the party and relevant to the unit title dispute: and

(c) make any supplementary orders of a consequential or ancillary nature necessary to exercise or perfect the exercise of any of its jurisdiction.

49. Pursuant to section 176 UTA, Part 3 of the RTA applies with all necessary modifications in respect of the hearing and determination of a unit title dispute by a Tenancy Tribunal, with the exception of sections 77, 78A, 106 and 109, and every reference in Part 3 of the RTA is to be read as a reference to the UTA.

50. Section 78(1)(a) of Part 3 of the RTA (with necessary modification in respect of the hearing and determination of a unit title dispute by a Tenancy Tribunal) provides that the Tribunal may make an order in the nature of a declaration, whether as to the status for the purposes of the UTA of any unit title development, or as to the rights or obligations of any party, or otherwise.

51. Having found that find the amended rule is ultra vires the powers of the body corporate and the UTA, I make an order in the nature of a declaration that the amended rule is invalid and of no effect.

52. Further, in exercise of the Tribunal's jurisdiction to make supplementary orders of a consequential or ancillary nature necessary to exercise or perfect the exercise of any of its jurisdiction pursuant to section 171(3A)(c) UTA, I direct the body corporate to notify the Registrar of Land of my order setting aside the amended rule which restricts the ability of unit owners to lease their unit for a period of less than 3 months, and register revised operational rules in the prescribed form that removes the amended rule.

Costs

53. Because the applicant has wholly succeeded in the application, the body corporate must pay costs in respect of the proceedings, to be assessed after submissions from the parties (if they cannot agree between themselves), and the filing fee of the application.

J Tam
5 November 2020

Please read carefully:

SHOULD YOU REQUIRE ANY HELP OR INFORMATION REGARDING THIS MATTER PLEASE CONTACT **UNIT TITLE SERVICES 0800 864 884**.

MEHEMA HE PĀTAI TĀU E PĀ ANA KI TENEI TAKE, PĀTAI ATU KI TE TARI **UNIT TITLE SERVICES 0800 864 884**.

AFAI E TE MANA'OMIA SE FESOASOANI E UIGA I LENEI MATAUPU FA'AMOLEMOLE IA FA'AFESO'OTAI'I LOA LE OFISA O LE **UNIT TITLE SERVICES 0800 864 884**.

Rehearings:

You may make an application to the Tenancy Tribunal for a rehearing. Such an application must be made within five working days of the order and must be lodged at the Court where the dispute was heard.

The ***only*** ground for a rehearing of an application is that a substantial wrong or miscarriage of justice has or may have occurred or is likely to occur. Being unhappy or dissatisfied with the decision is not a ground for a rehearing. (See 'Right of Appeal' below).

Right of Appeal:

If you are dissatisfied with the decision of the Tenancy Tribunal, you may appeal to the District Court. You only have 10 working days after the date of the decision to lodge a notice of appeal.

However, you may **not** appeal to the District Court:

1. Against an interim order made by the Tribunal.
2. Against an order, or the failure to make an order, for the payment of money where the amount that would be in dispute on appeal is less than $1,000.
3. Against a work order, or the failure to make a work order, where the value of the work that would be in dispute on appeal is less than $1,000.

There is a $200.00 filing fee payable at the time of filing the appeal.

Enforcement:

Where the Tribunal made an order that needs to be enforced then the party seeking enforcement should contact the Collections Office of the District Court on **0800 233 222** or go to www.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.