

BETWEEN

AGO

APPLICANT

AND

ZVE

RESPONDENT

Date of Order:

12 December 2013

Referee:

Referee Blyth

ORDER OF THE DISPUTES TRIBUNAL

The Tribunal hereby orders that AGO's claim be dismissed.

Facts

[1] The material facts are that AGO became a flatmate of ZVE in June 2013. AGO left in late August 2013. AGO claims that ZVE owes her a refund of \$180.00, being one week's rent paid in advance.

Issue

[2] The issue for the Tribunal is whether ZVE is liable to refund any rent to AGO.

Decision

[3] I find that ZVE is not liable to refund any rent to AGO. The reasons for this are set out below.

[4] AGO and ZVE agree that they had a verbal contract and that they did not discuss the amount of notice that AGO would be required to give ZVE if AGO decided to move out of the flat.

[5] The law of contract implies terms into a contract where the contract is silent or not clear. I find that it is an implied term of this contract that AGO would need to give ZVE at least one weeks' notice that she was moving out of the flat. That would give ZVE time to advertise the room, if she wished to get another flatmate, which is the purpose of requiring notice.

[7] I have had regard to AGO's argument that she did give ZVE notice because she told her, a few days before she moved out, that "she was looking for another flat and would move out as soon as she found something suitable". However, I do not consider those words equate

to the “notice” that is required. Notice needs to be given more formally, preferably in writing but not necessarily. For example, “I am giving you one week’s notice that I am moving out on ... (date)”.

[8] I therefore find that AGO gave ZVE no notice at all. AGO said to ZVE “I have found a place to live and I am moving out today”.

[9] ZVE is therefore, entitled to keep the \$180.00, being one week’s rent in lieu of the notice that AGO did not give her.

[10] For the above reasons, I am dismissing the claim.