



(Disputes Tribunal Act 1988)  
**ORDER OF DISPUTES TRIBUNAL**

District Court

[2020] NZDT 1372

**APPLICANT**      **UB**

**RESPONDENT**    **KL**

**The Tribunal orders:**

KL is to pay UB the amount of \$907.44 on or before 4 December 2020.

Reasons

1. In June 2020 KL rented out a semi-self-contained studio on her property to UB that had its own kitchen facilities and was semi-furnished. They agreed to a rental amount of \$200.00 per week and UB paid \$900.00, being \$500 bond and \$400.00 for two weeks rent in advance.
2. The evening that UB moved in he discovered that not only was the stove not working, but all the electrical wires in it had been cut, that the television did not work and that the external door would neither close nor lock. He told KL of these issues the next morning, and she declined to fix any of the problems, offering instead for him to use her kitchen and to get Sky installed (which UB would have to pay for and which he did not want).
3. UB stayed two nights and moved out on the third day, notifying KL in writing of this intention and his reasons, and requesting a refund of his bond and rent in advance. KL declined any refund and UB claims \$900.00.
4. The issues to determine are:
  - Did KL misrepresent what was being offered in terms of accommodation for rent?
  - If so, what are UB's damages?

*Did KL misrepresent what was being offered in terms of accommodation for rent?*

5. I find that the offer of a 1-bedroom studio with its own kitchen facilities and television was a misrepresentation as both features, which were key to inducing UB into entering this contract, were non-functional. The contractual remedies provisions of the Contract and

Commercial Law Act 2017 apply and UB is entitled to seek damages as a result of KL's misrepresentation.

*What are BU's damages?*

6. UB paid a bond of \$500.00 and advance rent of \$400.00. He only stayed in the studio for two nights because he wanted KL to remedy the problems, which she declined to do.
7. Given the stress, hassle and inconvenience he suffered as a result of KL's misrepresentation, I make no deduction for the two nights he occupied the studio and order KL to pay \$900.00 in damages, plus interest for five months under the Interest on Money Claims Act 2016, being \$7.44.

**Referee:**

**Date: 13 November 2020**