[2025] NZTT 5154612

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the landlord and tenant, [Tenant 1]'s, names and identifying details.
2. [The tenant/s] to pay [The landlord/s] $2,859.43 from the bond, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 25/09/2024	$371.43	
Cleaning	$323.15	
Painting of damaged walls	$414.00	
Changing of locks	$746.35	
Early termination charges	$977.50	
Filing fee reimbursement	$27.00	
Total award	**$2,859.43**	
Bond	$2,859.43	

3. The Bond Centre is to pay the bond of $2,900.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]: $2,859.43

[The tenant/s]: $40.57

Reasons:

1. This matter was heard on 30 April 2025 by video conference and was attended by the landlord, [The landlord/s], and the tenant, [Tenant 1].
2. The hearing was initially scheduled for teleconference, but the other joint tenant, Mr Thambura, requested that the hearing be conducted by video link. The hearing was rescheduled accordingly, however, Mr Thambura did not attend. I am satisfied that Mr Thambura was properly served with the hearing notice and had a reasonable opportunity to participate. The hearing proceeded in his absence.
3. The tenancy was a fixed-term tenancy commencing on 1 March 2023 and intended to run until 28 February 2025. The tenancy ended on or about 25 September 2024. Rent was $725 per week, and the bond held by the Bond Centre was $2,900.00.
4. The landlord seeks the following:
    - Rent arrears: $371.43
    - Cleaning costs: $323.15
    - Painting: $414.00
    - Lock replacement: $746.35
    - Early termination compensation: $977.50
5. In support, the landlord has provided a rent summary, invoices, and copies of the entry and exit inspection reports along with supporting photographs.

[Tenant 1]'s Position

5. [Tenant 1] provided a detailed statement alleging she and her child experienced serious family violence from Mr Thambura during the tenancy. As a result, [Tenant 1] says she vacated the property on 12 May 2024. She subsequently filed a statutory declaration of family violence dated 23 September 2024, seeking termination of her tenancy interest under section 56B of the Residential Tenancies Act 1986 ("RTA").
6. Under section 56B RTA, a tenant who has experienced family violence and follows the statutory process may give at least two days' written notice to terminate their tenancy interest. Provided the declaration is made in accordance with the regulations, it is valid and binding. As such, [Tenant 1]'s liability under the tenancy ceased on 25 September 2024. However, she remains liable for any rent or obligations accrued up to that date, including her share of rent arrears and damage.
7. The Tribunal accepts [Tenant 1]'s evidence regarding the abuse suffered, and the resulting hardship she and her child faced. Her decision to exit the tenancy under

section 56B was both lawful and reasonable. She communicated with the landlord and provided the necessary statutory documents. However, her withdrawal does not automatically entitle her to the full bond refund, as liability for rent arrears and other shared tenancy obligations prior to 25 September 2024 remains joint and several.

Mr Thambura's Position

8. Mr Thambura did not attend the hearing but provided a written response. He challenges the claims for lock replacement and painting, arguing that:
    - A spare key was available and could have been duplicated to avoid expense; and
    - He disputes the necessity for repainting, claiming there were no marks on the walls and no damage caused.
9. However, these assertions are unsubstantiated. Mr Thambura provided no independent evidence or photographs to counter the landlord's claims. I am satisfied that the landlord has discharged the evidential burden in respect of the items awarded below.

Tribunal Findings

10. *Rent Arrears*: The landlord has provided a comprehensive rent ledger showing unpaid rent of $371.43. The claim is allowed.
11. *Lock Replacement*: The landlord has provided evidence that not all keys were returned at the end of the tenancy. Under section 40(1)(e)(iv) RTA, tenants are required to return all keys. The cost of changing the locks—$746.35—is reasonable and supported by an invoice. I accept this claim.
12. *Cleaning*: The landlord has supplied an invoice, along with the entry and final inspection reports and photographs. The evidence shows the property was not returned in a reasonably clean condition, as required under section 40(1)(e)(iii) RTA. The claim for $323.15 is awarded.
13. *Painting*: The landlord claims $414.00 for repainting marked or damaged walls. Photographs show deterioration inconsistent with fair wear and tear. The claim is modest and supported by an invoice. The claim is allowed. See sections 40(2)(a), 41 and 49B RTA
14. *Early Termination*: The tenancy ended approximately five months before the fixed-term expiry date. The landlord seeks $977.50 for early termination costs. While this amount is not itemised, I accept that the landlord incurred a genuine loss of rental income and re-letting costs. The claim is modest, and no alternative evidence has been provided. The claim is awarded.

Filing fee

15. The landlord has been substantially successful and is entitled to reimbursement of the filing fee of $20.44 under section 102(2)(b) RTA.

Allocation of bond

16. The total proven claims amount to $2,859.43. The bond may be applied towards this total. After application of the bond, a surplus of $40.57 remains.

17. The landlord has requested that this surplus be refunded to [Tenant 1], and I accept that request as reasonable in the circumstances. [Tenant 1] acted lawfully in withdrawing from the tenancy under section 56B, provided appropriate notice and evidence, and has experienced ongoing hardship.

Suppression Orders

18. Under section 95A RTA, the Tribunal may order name suppression if publication would cause undue hardship. In this case, the nature of [Tenant 1]'s evidence and her circumstances justify name suppression. Name suppression is also granted to the landlord. Mr Thambura had not attended nor shown why publication of his name would cause undue hardship. Accordingly, no suppression is granted to Mr Thambura.

J Setefano
09 June 2025

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 for the payment of less than $1000
- a final order to undertake work worth 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.