[2025] NZTT 5198491

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	Russell Hardie Limited As Agent For Lifestyle Innovations Limited Landlord
RESPONDENT:	[The respondent/s] Tenant
TENANCY ADDRESS:	[Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the [Tenant] name and identifying details.
2. The Bond Centre is to pay the full bond to Russell Hardie Limited As Agent For Lifestyle Innovations Limited.
3. [The tenant/s] is to pay $3,844.11 to Russell Hardie Limited As Agent For Lifestyle Innovations immediately, calculated as follows:

Description	**Amount**
Rent arrears	777.86
Lock change	133.00
Exit cleaning	287.50
Rubbish removal	260.00
Re-glaze broken window	279.42
Replace/repair window latches	196.92
Carpentry repairs (doors, drawers, wall)	805.00
Vanity replacement (after depreciation)	1,062.41
Interior repaint (after betterment)	1,895.00
Property-manager travel contribution	100.00
Filing-fee reimbursement	27.00
Total	**5,824.11**
Less bond held	-1,980.00

Description	Amount
Balance payable by tenant	3,844.11

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

3. The tenancy ended on 1 December 2024. The rent ledger produced at the hearing shows arrears of **$777.86**; the tenant offered no contrary rent record.

Did the tenant comply with their obligations at the end of the tenancy?

4. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, return all keys and security devices, and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
5. Photographs and the tenant's own admissions establish that additional cleaning **($287.50**) and rubbish removal (**$260.00**) were required.
6. The tenant returned the keys after the agreed 9am deadline, by which time the landlord, having accommodated her request to vacate a week early on the express condition that the keys be in the drop-box by 9am on 2 December 2024, had already instructed a locksmith.
7. Email tracking logs show the tenant opened the reminder (with the 9am cut-off and drop-box location) eight times prior to 2 December 2024, and the lock-change work order was placed early the same day, because the locks were changed that afternoon.
8. Although the tenant claims some ranch-slider keys were never issued, she concedes the set in her possession was delivered "later that morning" and provides no timestamp, photo, or witness to prove otherwise.
9. Because delaying the re-let would have risked rent loss and insurance complications, the **$133** locksmith fee was a reasonable and foreseeable consequence of her breach and is therefore awarded.
10. These end-of-tenancy costs are therefore proved.

Is the tenant responsible for the damage to the premises?

11. A landlord must prove that damage to the premises occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability, the tenant must prove they did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.

12. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

13. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

14. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

15. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

16. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

17. The following damage was caused during the tenancy:

    a. Broken lounge-window pane: The tenant accepts liability for the broken window. Reglazing invoice **$279.42** approved.

    b. Window latches repeatedly removed/damaged: The landlord’s contractor, who had refixed latches on three separate visits during the tenancy, replacing one, stated that the screws were torn out of the aluminium frame and that this would “require considerable force or deliberate unscrewing,” noting he seldom needs to revisit the same property for the same fault. The tenant claimed several latches were already loose at the start of the tenancy, however, given the repeated replacements over two years and the contractor’s evidence, I am satisfied the damage was caused by force or tampering rather than wear; the invoiced replacement cost of **$196.92** is therefore awarded.

c. General damages: Three replacement kitchen drawers were required to reinstate kitchen cabinetry. Bedroom (2x) and lounge (1x) doors required new handles and needed to be planed and rehung. Cutting-out/nogging/re-gibbing was required to fix a bedroom-wall hole. The Landlord's pre-tenancy and bond inspection photographs (showing wall damage), together with a 14-day breach notice (requiring Tenant to repair two doors), and evidence from the contractor who was called into the hearing, prove the damage occurred during the tenancy. The damage is more than fair wear and tear. The Tenant confirms she had a violent partner who would cause damage to the property. I consider the damage is intentional. The full claim amount is approved: **$805.00**.

d. Interior painting from general damage: It was not possible to patch-and-paint specific damaged areas, the Landlord says. I have viewed the photographs and I agree, the chips, gouges and mismatched touch-ups were scattered across wall surfaces in several rooms, such that isolated patching would still look patchy. Repainting the affected walls was the only practical way to restore a uniform finish. The tenant accepts this work was required. The premises did not require any painting at the commencement of the tenancy, but there were a couple of patches – notably, in the lounge. Allowing 20% for betterment, **$1,895.00** is awarded.

e. Vanity damage: Metal runners were bent, and drawer faces damaged and removed from vanity. The entry inspection records the unit near new, with bottom draw opened. The Tenant claims it was water damaged and this led to the whole unit being "bent out of shape". However, no such defects were notified by the Tenant and the contractors evidence is that the draws would have had to have been stood on or pulled out, on an angle, and with excessive force to cause the damage. I have allowed for 20% depreciation for age, as there is no evidence to call into question the integrity of the vanity prior to the tenancy. I award **$1,062.41**.

f. Travel costs: Although the Tribunal normally treats a manager's travel as a routine business overhead, the 459 km [redacted] round trip in this case was incurred only because the tenant sought (and was granted) an adjournment from the originally scheduled tele-conference to a face-to-face hearing, yet then failed to file promised evidence. At the hearing, the tenant made significant concessions on points which they had defended during the first phone hearing, necessitating the adjournment. The property-manager's attendance and attendant travel was therefore compelled by the tenant's unnecessary behaviour, not by the ordinary course of managing the portfolio. Given the six-hour journey (mileage calculated at IRD's standard 104c/km), and the direct causal link to the tenant's non-compliance, which would otherwise leave the landlord out-of-pocket for costs the business

could not reasonably anticipate, an award of $100.00 is justified as a contribution to travel costs.

18. Because the Landlord has wholly succeeded with the claim I must reimburse the filing fee of $27.00.

19. Publication of the tenant’s name would serve little public-interest purpose yet risks real harm: she is a single mother who has endured partner violence and identifying her could expose her and her children to further deprivation. Granting suppression would therefore prevent disproportionate hardship while in no way impeding the enforcement or deterrent effect of this decision.

20. I expect any future landlord will make due inquiries, and the property manager has been very clear in expressing her honest, evidence-based, conclusions, on how this tenancy proceeded.

M Steens
12 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.