TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

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 Landlord and Tenants names and identifying details.
2. [The tenant/s] must pay [The landlord/s] $1,145.31 immediately, calculated as shown in table below.
3. The Bond centre shall pay the Landlords $3240.00 immediately.

Description	**Landlord**	**Tenant**
Carpet inspection	$172.50	
Replace furnishings: Carpet insurance excess	$1,200.00	
Repairs: Kitchen bench by consent	$69.00	
Cleaning	$500.00	
Pest control	$345.00	
Replace furnishings Bolt	$33.81	
Rental loss	$2,580.00	
Lawns and Garden work	$485.00	
Compensation- Mould		$1,000.00
Total award	**$5,385.31**	**$1,000.00**
Net award	$4,385.31	
Bond	$3,240.00	
Total payable by Tenant to Landlord	**$1,145.31**	

Reasons:

1. Both parties attended the hearing via video conference, as requested by mutual agreement.

2. [The tenant/s], appeared with her counsel, Mr Maclean. The Applicants attended with their Property Managers. Initially, Counsel for the Property Managers was present; however, they were excused as the application was filed by the Applicants in their own names.

3. The Applicants seek orders for compensation, exemplary damages, refund of the bond, and reimbursement of the filing fee following the conclusion of the tenancy.

4. The Tenant has filed a cross-application seeking compensation and exemplary damages.

Background

5. The tenancy commenced on 4 January 2021 and concluded on 8 April 2024. The property, approximately 30 years old, was rented at $860.00 per week. The tenancy agreement permitted the tenants to keep two cats at the premises. A new tenancy commenced at the property on 6 June 2024.

6. On 6 June 2024, the Applicants filed their application for compensation, exemplary damages, and reimbursement of the filing fee. On 27 February 2025, the Tenant filed an application for compensation, exemplary damages, and breaches of the Healthy Homes Standards.

7. Owing to medical issues affecting both parties, the Tenants' relocation outside Auckland, and the subsequent passing of [The tenant/s husband], the hearing was adjourned on several occasions.

8. The Landlords' evidence is extensive and includes supplementary claims filed after the initial application. Submissions were made both electronically and in hard copy. The volume and format of documentation has made the analysis complex. The Tribunal apologises for the delay in releasing the Order.

9. All evidence submitted by both parties has been thoroughly considered, although not all evidence is referenced in this Order for reasons of conciseness.

10. The Tenants have accepted responsibility and agreed to pay the Landlord $69.00 for damage to the kitchen sink bench.

11. The Tenant has withdrawn their claim for breach of Healthy Homes standards.

CLAIMS

12. The Landlord has claimed the following:

    a) Compensation for:

        i) Cleaning

        ii) Lawns and gardens

iii) Rubbish removal

iv) Carpet inspection and investigation

v) Carpet replacement (insurance excess)

vi) Curtain replacement

vii) Chemical wash

viii) Repair to sliding door lock

ix) Repairs to ceiling holes

x) Repair to weatherboard

xi) Flea treatment

xii) Loss of rent and loss caused by reduced rent

xiii) Financial loss, mental and emotional stress

xiv) Interest on financial loss

Exemplary damages

xv) Tenant changing locks in master bedroom and family room

xvi) Damage to kitchen board

xvii) Failure to repair damage gutter

xviii) Failure to repair the damaged ceiling from the big hooks

xix) Failure to repair the damaged weatherboard

xx) Failure to notify of the leaking pipes and bathroom pipes

xxi) Failure to obtain consent to have a pet parrot

13. The Tenant has claimed for:
    a) Failure to maintain the property in a reasonable standard
    b) Breach of quiet enjoyment
    c) Exemplary damages for breach of Healthy Home Standards.

Landlords claims- compensation

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

14. 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. The tenant is required to replace worn

out smoke alarm batteries during the tenancy. See section 40(1)(ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.

15. The Landlord claimed that the Tenant failed to leave the premises in a reasonably clean and tidy condition and did not remove all rubbish upon vacating. The Landlord further submitted that a deep clean was required due to contamination from cat urine and general uncleanliness throughout the property. It was alleged that cat urine, having evaporated, necessitated cleaning of all areas. Cleaning was said to include the stove, rangehood, kitchen drawers, surrounding kitchen walls, and various other surfaces throughout the house.

16. The Landlord provided two cleaning invoices dated 11 May 2024, indicating a full house clean totalling $1,300.00. Upon examination of the invoice, it is apparent that there were multiple charges for similar or tasks. For example:

    -"Clean/wipe all walls 50cm from ground including skirting" – $125.00

    -"Extra: Wiped all walls of the house" – $300.00

    -"Clean only noticeable dirt/marks on other walls" – $50.00

    Additionally, the same invoice included the following:

    - *"Deep clean rangehood, cooktop and oven; clean kitchen cupboards and sink" – $200.00*

    The second invoice, dated 27 May 2024, included a further charge:

    -"Clean rangehood" – $150.00

17. The Landlord also submitted photographs taken at the end of the tenancy, showing various areas alleged to be unclean. These included images of a dirty oven, kitchen rangehood, bathroom vanity drawer, cobwebs, dirty window frames in the dining room, mould or dirt in ceiling light fittings, dirty windows in the front bedroom, kitchen cupboard grime, dirt and rubbish in the front wardrobe, a cockroach on the oven and cupboard, wall stains, and a dirty toilet. However, the photographs were not date-stamped, and no final inspection report was filed. The Landlord reiterated that a comprehensive cleaning was necessary due to widespread urine contamination.

18. The Tenant disputed the Landlord's cleaning claims, stating that the property was in a poor condition at the start of the tenancy. They submitted that the Property Manager had informed them at the start of the tenancy that due to the condition, they could either vacate or return the property in similar condition upon leaving.

The Tenant also questioned the reasonableness of the cleaning charges, noting there was no evidence that the Landlord had paid for the cleaning services claimed. The Tenant denied using the rangehood at all and asserted that staining in the cupboard pre-existed their tenancy. They submitted documentation showing the cost of new rangehoods ranged between $159.00 and $199.00. Additionally, the Tenant referred to correspondence from [the former Property Manager], dated 7 May 2021, which stated that cleaning is considered part of normal wear and tear, and that Tenants are not liable for such wear.

19. In considering the evidence, I find the Landlord has not provided sufficient proof to substantiate the full amount of the cleaning costs claimed. While the $1,300.00 invoice referenced cleaning of the entire house, there was no specific evidence or testing, demonstrating specific contamination from cat urine on walls or curtains that would justify a deep clean of the entire premises. Furthermore, several charges appear duplicative—for example, multiple line items for wall and rangehood cleaning—and the supporting photographs were limited in scope. No comprehensive final inspection report was submitted to show the condition of all rooms and surfaces. If the Landlord submits that all walls required cleaning, photographic evidence of all such areas should have been provided, not a few photographs. Notably, the ingoing inspection report dated 22 December 2020 also recorded existing marks on the walls in all four bedrooms and the lounge.

20. I accept that a reasonable level of cleaning was necessary at the end of the tenancy; however, not to the extent claimed by the Landlord. I find that an award of $500.00 is appropriate in the circumstances.

21. The amounts ordered are proven.

Lawns, gardens and rubbish removal

21. The Landlord claimed $970.00 for the removal of garden waste, including grass clippings, a pile of soil left in the back garden, grass clippings from the front garden, an old garden hose, a wooden ladder, an irrigation hose, flower pots, a concrete slab, and other miscellaneous items left in the garden. An invoice from ‘[a company] dated 27 May 2025 was submitted, along with photographs showing the grass clippings and rubbish left on the property.

22. The Tenants submitted that the charges were excessive, noting that moving grass clippings is not a time-intensive task and that the clippings had been distributed in the garden intentionally as mulch, which naturally decomposes and improves the soil over time. They stated that the flower bed contained soil when they moved in. The Tenants further submitted that the garden was in poor condition at the start of the tenancy, containing plastic rubbish, oil-stained flower beds, and rotted wood.

23. The Tenants submitted that the backyard was in a better condition at the end of the tenancy than at the beginning and that they had undertaken significant weeding during their occupation.

24. In considering the evidence, including the photographs and the invoice provided, I find that the condition of the garden and the nature of the materials present do not substantiate the total amount claimed by the Landlord. The items depicted do not appear to justify a $970.00 removal fee. In the absence of further substantiating evidence, I find it appropriate to award 50% of the amount claimed.

25. The amount of $485.00 is proved.

Missing bolt

25. The Landlord also claimed $33.81 for a missing sliding door bolt. Photographs were submitted showing a missing bolt on the family room sliding door, including one close-up image. A screenshot from the Bunnings website was provided showing a replacement bolt priced at $33.81.

26. The Tenant responded that she did not recall the bolts being missing at the beginning of the tenancy and noted that she had never been issued a key for the bolts. The Tenants also submitted that similar bolts could be purchased for between $25.00 and $30.00 from Bunnings or Mitre 10.

27. In considering the evidence, I find the Tenant is liable for the cost of replacing one missing sliding door bolt. The ingoing inspection report did not note any issue with the bolts, and a photograph of the missing bolt was submitted. However, only one bolt was specifically evidenced, and no final inspection report was submitted. Accordingly, I find it appropriate to award the cost of one bolt only.

28. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. The following damage was claimed.

Carpet inspection and investigation

36. The Landlord claimed $172.50 for an assessment by a carpet specialist “Carpet Cure” following the detection of a strong urine odour during the final inspection on 9 April 2024. On 11 April 2024, the Landlord engaged [carpet company] to investigate the smell. The assessment concluded that the odour was caused by an excessive number of cats residing at the property. While the tenancy agreement permitted two cats, the Landlord submitted that more than 13 cats were kept at the property during the tenancy.
37. [Carpet company] conducted a second inspection on 16 April 2024 and recommended that the most effective solution was to uplift and dispose of the carpet underlay, decontaminate the concrete flooring and skirting boards, and install new carpet. The full cost of remediation was quoted at $7,820.00. The Landlord submitted an insurance claim and was required to pay an excess of $1,500.00. Supporting documentation was provided, including invoices from [Carpet company], email correspondence with the insurer, and photographs showing extensive staining on the underside of the carpet in multiple rooms. The original installation invoice of the carpet dated 8 July 2019 was also submitted.
38. The Tenants responded that a dog had lived at the property during the previous tenancy and may have contributed to the carpet staining. They contended that it was unreasonable to rely on the condition of the carpet underside at the end of the tenancy, as this was not photographed or documented at the commencement. The Tenants submitted that the carpet was of poor quality and already in a worn

condition upon their arrival. They argued that any deterioration was the result of normal wear and tear, particularly in a household with children and permitted pets.

39. The Landlord further submitted that the Tenants were operating an informal cat rescue from the property and regularly posted photographs and captions on social media referring to numerous cats in their care. The following social media photographs were cited:

- *Photograph of four cats in the bathroom (undated photo);*
- *Photograph of two cats on the sofa ([date redacted]);*
- *Photograph of cat on the sink ([date redacted]);*
- *Photograph of eight cats in the family room ([date redacted]);*
- *Captioned photograph stating "we have 7 cat beds and 3 heated beds so don't…";*
- *Photograph of four kittens with the caption "if you want your share of 'cute' contact [cat rescue] as these guys will be available" ([date redacted]);*
- *Captioned photograph from [date redacted] referencing "our three ginger boys have been fostering this beautiful little girl";*
- *Captioned photograph dated [date redacted]: "Yesterday I was caught peeing in the hand basin… I only have 9 litter trays to choose from";*
- *Photograph dated [date redacted] showing three cats watching television.*

40. The Landlord stated that the urine smell may not have been immediately apparent during inspections due to open windows or the crystallisation of the urine, which intensifies in odour when reactivated during cleaning. It was submitted that the damage was intentional as the Tenants knowingly permitted multiple untrained cats into the property without appropriate precautions. The Landlord alleged that the cats urinated on carpets, curtains, and walls. They also challenged the credibility of a letter submitted by the Tenants from a representative of "[cat rescue]" which denied formal fostering by the Tenants. The Landlord contended the letter constituted a misrepresentation, as the writer lacked authority to speak on behalf of the organisation.

41. The Tenants maintained that they complied with the tenancy agreement by housing only two cats. They claimed additional cats appeared only during isolated periods due to "playdates" or during the COVID-19 lockdown when other pets became temporarily stranded at the property. They denied running a fostering operation and described themselves as supporters of animal rescue efforts. The Tenants argued the social media posts did not accurately reflect the day-to-day reality and denied any intent to cause damage. They further submitted that no urine smell was noted during the final inspection on 8 April 2024 or during any of the ten mid-tenancy inspections. They reiterated that pre-existing staining was present when they moved in and that any damage caused was accidental and therefore not intentional under the Residential Tenancies Act 1986.

42. In considering the evidence, I find that it is more likely than not that the damage to the carpet resulted from the presence of multiple cats at the property during the tenancy. The extensive number of social media posts depicting cats in various areas of the house, supports the Landlord's claim that the number of animals exceeded that permitted under the tenancy agreement. While the Tenants denied fostering, the weight of photographic evidence and captions strongly suggests that there were repeated periods where the number of cats exceeded two, often significantly.

43. The damage is deemed intentional under section 49B of the Residential Tenancies Act 1986, as the Tenants knew or ought to have known that housing multiple cats could result in urine soiling, and they failed to take reasonable steps to prevent such damage. Even if the presence of some cats occurred during COVID-related lockdowns, the responsibility for managing and mitigating the risks associated with additional animals rested with the Tenants.

44.While I acknowledge that the underside of the carpet was not documented at the commencement of the tenancy, the widespread staining and corroborating evidence from [carpet company] is persuasive. The photographs show extensive contamination consistent with the presence of multiple untrained animals. I accept that no odour was recorded during mid-tenancy inspections; however, this does not preclude damage from having occurred. It is also accepted that odour intensity may increase following the breakdown of urine crystals during cleaning.

45**.** In assessing quantum, I accept that the carpet was installed in July 2019 and was approximately five years old at the end of the tenancy. Taking into account depreciation and the estimated life expectancy of carpet to be 8-25 years, I consider the appropriate contribution toward the Landlord's loss is $1200.00 of the insurance excess.

46. The amounts ordered are proved.

Chemical treatment of property

43**.** The Landlord claimed $19,253.23 for chemical treatment of the property due to cat urine contamination by [cleaning company]. They submitted that, based on professional advice, the entire property required chemical decontamination and the concrete floors needed to be sealed. A quote was provided by [cleaning company], which noted the following:

"Upon speaking with the customer, a previous tenant had cats living in the house for 3+ years. Cats urinated in all parts of the house… the buildup of urine and faeces in all parts of the house require decontamination. Owners have installed new carpet… the house still has a strong smell of cat urine."

44. The recommendation included testing for urine traces in the walls, skirting boards, and floors of all rooms by a hygienist. Pending those results, it was advised that all walls up to 500mm be cleaned with a botanical degreaser. Photographs of carpet staining were also provided. The quote noted that *"pricing is an estimate and may be subject to change."*

45. The Applicant, who is a professional engineer, submitted that sealing the concrete floor was necessary to prevent further contamination and disputed the Tenant's claim that relevant background information was not provided to the service provider. It was submitted that the odour of cat urine was strong and detectable using specialist equipment.

46. The Tenant opposed the claim, arguing that the cost was excessive. They submitted that the report was based entirely on information provided by the Landlord, which omitted the presence of a dog from the prior tenancy. They also noted there was no evidence of payment for the quote (e.g., a bank statement), and argued that chemical washes are typically for exterior cladding and are a Landlord's responsibility. The Tenant contended that sealing the concrete constituted an improvement to the property rather than a necessary repair.

47. In considering the evidence, I find the Tenant should not be held liable for the cost of chemical treatment. There is insufficient evidence distinguishing contamination that occurred during this tenancy from any pre-existing damage. The report from [cleaning company] clearly recommended that testing by a hygienist was required to identify the extent and location of contamination. No such test results were submitted. Despite this, the quote proposed decontamination of the entire property, including areas not shown to be affected. Without objective testing results, the Tribunal is unable to determine whether the chemical treatment was necessary for all areas or specifically attributable to the Tenants' occupancy.

48. The claim is dismissed**.**

Claim for curtain replacement

49**.** The Landlord claimed $3,530.50 for replacement of curtains in four bedrooms, the lounge, and the dining room. They submitted that cats had urinated on both walls and curtains, citing advice from [carpet company] and [cleaning company] indicating that cats commonly spray up to 500mm from the floor. The Landlord replaced the curtains with less expensive alternatives and provided an invoice for professional curtain cleaning prior to the tenancy's commencement. It was submitted that no complaints regarding mould were communicated to the Landlord during the tenancy.

50. The Tenants responded that the curtains were already damaged by mould and were old at the start of the tenancy. They stated that they used their own curtains and

denied any evidence of cat urine contamination. The ingoing inspection report noted that the lounge curtains had mould, bedroom 1 and 3 curtains were not opening, and the dining room blinds could not be raised.

51. In considering the evidence, I find that there is no independent evidence verifying that the curtains were damaged by urine contamination. The quote from [cleaning company] referenced the carpets only and did not confirm that the curtains or walls were affected. As referenced in paragraph 47, the hygienist testing recommended to confirm contamination was not carried out.

52. I also accept that the curtains were in poor condition at the start of the tenancy. The ingoing inspection report dated 22 December 2020 documented that curtains in bedroom 1 and 3 were not operational, the dining room blinds were faulty, and the lounge curtains had mould. A follow-up inspection on 25 March 2021 confirmed these issues persisted.

53. The claim is dismissed**.**

Ceiling Repairs Due to Hooks

54**.** The Landlord claimed $5,636.00 for ceiling repairs, alleging that the Tenants installed large hooks to hang potted plants weighing 3–4kg. It was submitted that the Tenants failed to reinstate the ceiling and that the ceiling was not designed to carry such loads. The Landlords stated they were required to replace entire ceiling panels in the lounge, middle bedroom, toilet, bathroom, and patio, followed by repainting. Photographs of the hooks and plants were submitted. The ingoing inspection report confirmed there were no hooks in the lounge ceiling at the start of the tenancy. The Landlords also submitted that they had instructed the Property Manager to advise the Tenant to remove the hooks when they vacated. The quote provided from the Landlord who estimated the amount by researching Tradespersons salary, the cost of materials and average hourly rate. There was no quote from a qualified builder.

55. The Tenant agreed to pay $120.00 to repair the ceiling as per a quote provided by [company] but objected to the higher amount claimed. They submitted that repairs to holes in gib can be completed by patching rather than full panel replacement and that there was no expert evidence or actual invoices from Tradespersons such as a builder showing that such work had been carried out. The Tenants further argued that the damage was not structural and fell outside the definition of "significant alterations" under the Tenancy Agreement.

56. In considering the evidence, I find that while some damage may have been caused by the hooks, there is no persuasive evidence to support the claim of $5,636.00. There is no independent quotation or invoice confirming the cost or scope of repairs from a qualified tradesperson. The Landlord’s estimate appears to be

based on online searches and AI-generated content, which is not sufficiently reliable for the purposes of this Tribunal. Further, the photographs do not show the damage at all and therefore it is uncertain if the damage warrants full ceiling panel replacements. No evidence was submitted to verify that the gib sheets were cracked or that professional tradespeople advised that replacement was necessary.

57. Accordingly, the claim is dismissed**.**

Security Camera Mounting and Weatherboard Repair

58. The Landlord claimed $200.00 for repairs to the weatherboard after the Tenant failed to remove the mounting of a security camera upon vacating the property. The Landlord submitted that the mounting was removed, the hole repaired, and the area repainted. Photographs of the weatherboard with the mounting device and an invoice were submitted in support.

59. The Tenant acknowledged that the mounting was left behind but contended that it was attached using adhesive and could have been removed easily without causing damage.

60. In considering the evidence, I find that while the Tenant failed to remove the mounting as required, the Landlord did not provide any photographs or evidence showing the nature of the mounting, the extent of any damage, or whether paint was chipped as a result of removal. While some effort may have been required to remove it (e.g., accessing it via ladder), I am unable to determine whether the $200.00 claimed fair or reasonable given the lack of evidence substantiating actual damage or the necessity of repainting.

61. The claim is dismissed.

Flea Treatment

62. The Landlord claimed $345.00 for the cost of flea treatment at the end of the tenancy and provided an invoice. They also referenced a post by the Tenant on social media acknowledging that one of the cats had fleas.

63. The Tenant disputed the necessity of professional treatment, asserting that a basic flea spray costing approximately $30.00 would have sufficed. They denied that the property had a flea infestation.

64. In considering the number of cats residing at the property and the Tenant's own statements on social media, I am satisfied that it was more likely than not that a flea issue existed at the property at the end of the tenancy. Given this, the cost of professional flea treatment was reasonable and appropriate.

65. The amount claimed is therefore proved.

Loss of Rent and Reduced Rent

66. The Landlord claimed loss of rent for a period of 8 weeks and 2 days (totalling $7,125.71), covering the time between 9 April 2024 and 5 June 2024, during which they were unable to re-let the property due to extensive remedial work, including carpet replacement. Additionally, they submitted they had to reduce the rent from $900.00 to $860.00 per week to attract tenants due to the lingering smell of urine. They noted that several prospective tenants declined to proceed following viewings and their insurance policy did not cover this type of loss.

67. The Tenant opposed the claim, arguing that void periods between tenancies are common and not necessarily due to the condition of the property. They further noted that no independent market appraisal was provided and that the alleged rent reduction was not substantiated with market data or evidence from the prospective tenants.

68. In considering the evidence, I accept that the Landlord incurred a genuine loss in rent during the time required to replace the carpet and undertake necessary cleaning. However, there was no independent evidence (such as tenant feedback or rental comparisons from Tenancy Services or similar platforms) showing that the lingering smell directly deterred prospective tenants. It is also standard for a brief vacancy to occur between tenancies to allow for cleaning and maintenance.

69. In the circumstances, because the carpet was replaced on 2 May 2024, I consider three weeks rent of $2580.00 to be a fair and reasonable amount to compensate for loss of use directly attributable to the condition of the property.

70. The amount ordered is proved.

Claim for Financial Loss, Mental and Emotional Distress

71. The Landlord claimed $50,000.00 for the general financial loss to the property's value and for emotional and mental distress caused by the Tenant's misuse of the property as a rescue shelter. They argued that the property's value was permanently diminished due to lingering odours and they had endured significant distress over a prolonged period.

72. The Tenant opposed the claim, arguing that there was no supporting evidence that the property had been devalued. They further submitted that distress was not substantiated by medical or psychological evidence.

73. In considering the evidence, I find that there is no evidence demonstrating that the property's market value has decreased as a result of the tenancy. Financial loss in respect of physical damage to the property has already been considered elsewhere in this order and cannot be claimed again. Further, no medical or independent evidence was provided to substantiate the emotional or mental distress allegedly suffered by the Landlord.

74. This claim is therefore dismissed.

Interest and Legal Costs

75. The Landlord sought interest on the amount awarded from 8 April 2024, citing section 78(1)(h) of the Residential Tenancies Act 1986. They submitted that an 8% rate was appropriate due to delays allegedly caused by the Tenant disputing every aspect of their application. They also sought compensation for time off work and legal-like efforts in managing the dispute, despite not being legally represented.

76. The Tenant opposed the claim, arguing that interest should be linked to specific sums and there was no lawful basis for awarding costs. They asserted that the Landlord’s exaggerated and inflated claims unnecessarily prolonged the matter.

77. In considering the evidence, I do not accept that interest or additional costs are payable in this instance. The Tribunal is intended to provide an accessible and informal resolution process without the need for legal representation. Both parties had equal opportunity to settle the matter or limit their respective claims. The delay in resolution is due in part to the complexity and volume of claims and also external factors, including the health issues of the parties and the death of one of the Applicants.

78. The Landlord claimed the delay is partly attributable to the Tenant exercising their right to defend the claims. I do not accept this and find this submission to be unreasonable and, given the circumstances, inappropriate. The Landlords chose to pursue this application in its entirety and cannot now seek interest for doing so.

79. The claim for interest and associated legal costs is therefore dismissed.

Landlords claim for exemplary damages

80. The landlord has claimed breached the following obligations under the tenancy and is claiming exemplary damages:

    a) *Tenant changing locks in master bedroom and family room*

    b) *Damage to kitchen board*

    c) *Failure to report leaking pipes and bathroom pipes*

d) *Failure to obtain consent to have a pet parrot*

e) *Failure to repair the damaged ceiling from the big hooks*

f) *Failure to repair the damaged weatherboard*

g) *Failure to repair damaged gutter from the sensor light*

81. Exemplary damages may only be awarded for specific unlawful acts as defined under section 109 of the Residential Tenancies Act 1986 (RTA). The alleged breaches referred to in sections 80(a) to (d) do not constitute unlawful acts for which exemplary damages can be awarded.
82. These claims are dismissed.

Failure to repair damaged ceiling, weatherboard and gutter

83. On or before the expiry of a tenancy the tenant must return the premises to a condition that is substantially the same as the condition the premises were in prior to the minor change being made. See 42B(4) Residential Tenancies Act 1986
84. Breaching this obligation is an unlawful act for which the Tribunal may award exemplary damages up to a maximum of $1,500.00 See section 42B(6) and Schedule 1A Residential Tenancies Act 1986.
85. The Tenant installed a security camera and failed to remove the bracket fixed to the weatherboard at the end of the tenancy. They also installed ceiling hooks to hang plants and did not repair the resulting holes. I find these actions constituted changes to the premises that were not reinstated at the end of the tenancy and amount to breaches of the Residential Tenancies Act 1986.
86. Under section 109(3) of the RTA, exemplary damages may be awarded where the Tribunal is satisfied that an unlawful act was committed intentionally, and where it is just to do so, taking into account the intent of the party, the effect of the unlawful act, the interests of the other party, and the public interest.
87. The Landlord submitted that they advised their property manager in May 2024 to inform the Tenant that all changes, including ceiling hooks, were to be reversed and the property reinstated to its original condition. The Landlord further noted that a mounting bracket was left attached to the weatherboard, and that the gutter above the garage was not repaired after removal of a sensor light.
88. The Tenant submitted that the camera bracket was adhesive and was inadvertently left behind. They did not believe the installation was permanent. They also accepted the holes in the ceiling were not repaired but had offered to contribute $120.00 towards this. The Tenant denied knowledge of the sensor light. They submitted the tenancy agreement did not clearly outline an obligation to reinstate alterations of this nature.

89. In considering the evidence, I am not satisfied that the Tenants acted intentionally in failing to reinstate the premises to its original condition. The omissions appear to have been oversights rather than deliberate non-compliance. The Tenants expressed willingness to remedy the situation and primarily disputed the reasonableness of the costs rather than the obligation itself. There was no intention by the Tenants to commit the unlawful act.

90. For these reasons, the claim for exemplary damages is dismissed.

TENANTS CLAIMS

Failure to Maintain the property

91. The Tenant claimed the Landlord failed to maintain the premises in a reasonable state of repair and sought $2500.00 for cleaning costs, replacement items and inconvenience. They had raised these issues with the Landlord in July 2021 and these included damage to the front door, a broken dishwasher, holes in garage walls, 22 missing light bulbs, mould on curtains and blinds, pink mould in the shower, mould around window frames, faulty window latches, and broken exterior lighting. The Tenant provided photographs from the start of the tenancy and referenced her affidavit. She stated concerns to the Property Manager over raising all issues formally with the Landlords in an email in July 2021 as she wanted to avoid straining the landlord-tenant relationship. The property also imposed health and safety risks due to the mould which could cause a range of medical issues. The Tenant provided photographs of the property at the start of the tenancy.
92. The Landlord denied receiving any formal notification of the majority of these issues during the tenancy. They argued that the Tenant had only provided two written emails notifying of issues. They also questioned whether the Tenants unsigned July 2021 email raising the issues was actually sent to the Property Manager. They stated that maintenance was carried out promptly when notified, including dishwasher repairs within 10 days during COVID. The Landlord submitted that other concerns were minor, cosmetic, or only now being raised. The light bulbs were all working but the Tenant wanted LED bulbs which the Landlord's purchased. There was no complaint about the curtains and window frames and the Tenant agreed the faulty window catches were minor issues. The front door and dishwasher was functional when the Tenants moved in. The exterior light could not be repaired immediately because of COVID but this was completed in April 2021. They also noted the Tenant declined tradespeople due to having cats at the property.
93. The Landlord rejected the claim that carpet stains existed from the start of the tenancy and denied the Tenant raised these concerns during the tenancy. They also disputed that the previous tenant's dog caused damage, as that tenancy lasted only three months. The Landlord further rejected that the Property Manager

acknowledged the property had been left in a poor state by the previous tenant. They submitted no such communication was ever received.

94. The Landlord stated the mould noted on the curtains in the inspection reports was not mould but stains that could not be removed. The Landlord had the curtains cleaned and provided an invoice. The Landlord also questioned the timing of the Tenants photographs.
95. In considering the evidence, I find the inspection reports confirm excessive mould on the curtains which persisted for several months and was not addressed. The Landlord stated this was stains in the curtains however it was the Landlords inspection reports that had noted “mould”. This was raised before COVID and supports the Tenant’s claim to that extent. However, regarding the other alleged defects such as the front door, light bulbs, and window latches, there is insufficient corroborating evidence that these were specifically raised with the Landlord during the tenancy and the Landlord failed to act. I consider the excessive and unremedied mould constitutes a breach of the Landlord’s obligations under section 45 of the RTA. The two inspection reports support this because the mould persisted after a few months. I also accept that the photographs were taken at the start of the tenancy when the Tenants had moved in from the time stamps.
96. I find an appropriate award for the Landlord’s breach in regard of the mould to be $1,000.00, reflecting the duration and severity of the mould issue over a three-year period.

96. The amounts ordered are proved.

Breach of quiet enjoyment

97. The Tenant claimed that the Landlord breached their right to quiet enjoyment under section 38 of the Residential Tenancies Act 1986. They submitted that multiple tradespeople entered the property without proper notice. An example provided was ‘[garage door company]’ attending without notice and behaving in a rude manner. The Tenant referred to an email dated 26 July 2021 outlining these concerns to the Property Manager. They submitted the failure to repair the pre-existing issues at the start of the tenancy and the Landlords claims interfered with her quiet enjoyment of the property.
98. As a result of the Landlords breaches, the Tenant suffered stress, inconvenience, disruption and financial loss from unnecessary correspondence, time off work, moving around of chattels and false allegations.
99. The Landlord disputed this claim re-iterating their submissions for the previous failure to maintain claims.
100. Section 38 provides that Tenants are entitled to quiet enjoyment of the premises and tat a landlord must not interfere with the Tenants reasonable peak, comfort, and privacy in the use of the premises.

101. In considering the evidence, I find the Tenant has not provided sufficient examples and specific dates when the Landlord was breaching their quiet enjoyment. The also did not provide any independent evidence to show the tenancy was causing her stress, disruption, time off work etc.
102. For these reasons, the Tenants claim is dismissed.

Name Suppression and Filing Fees

99**.** As both parties have experienced partial success in their respective claims, I order that name suppression be granted to both the Landlord and the Tenant.

100. Each party shall bear their own filing fee.

A Aiolupotea
13 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.