[2025] NZTT 5233220

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 parties' names and identifying details.
2. The application for rent arrears is withdrawn by the applicant.
3. [The tenant/s] must pay [The landlord/s] $1,104.77 immediately, calculated as shown in table below.

Description	**Landlord**
Water rates to end of tenancy	$135.33
Rubbish removal	$186.43
Carpet Cleaning	$241.50
Repairs: Vanity	$149.50
Repairs: Back door	$318.40
Curtains	$46.61
Filing fee reimbursement	$27.00
Total award	**$1,104.77**
Total payable by Tenant to Landlord	**$1,104.77**

4. The tenant must pay the debt in order 3 at the rate of $100.00 per fortnight.
5. The first payment must be made on Wednesday 23 July 2025 and payments must continue every fortnight on Wednesday until the debt is paid in full.

6. If the tenant fails to make any payment within 2 working days of the due date, the balance of the debt owing will be payable immediately and can be enforced through the District Court.

Reasons:

1. Both parties attended the hearing on 7 July 2025.
2. The landlord has applied for rent arrears, compensation, and reimbursement of the filing fee following the end of the tenancy.
3. The tenancy began in June 2020 and ended on 7 March 2025.
4. The parties advised that the bond has already been refunded to reduce the rent arrears.
5. The landlord advised today that the tenants have made payments since the tenancy ended and no further rent is owed. This claim is withdrawn.

How much is owed for water rates?

6. The landlord provided water rates invoices which prove the amount owing at the end of the tenancy and confirmed that no fixed charges were claimed. The tenant agreed with the amount of $135.33 claimed and this amount is ordered by consent.

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

7. 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.
8. The tenant did not leave the carpet reasonably clean and tidy and did not remove all rubbish.
9. The tenant agrees to the amounts sought and is ordered to pay $186.43 for rubbish removal and $241.50 for carpet cleaning according to the invoices provided.

Is the tenant responsible for the damage to the premises?

10. 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.

11. 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.

12. 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.

13. The landlord claimed the following damage was caused during the tenancy:

14. Damage to vanity - $299 for replacement

    (a) The landlord claimed that the vanity was cracked during the tenancy and could not be repaired so required replacement. Exit photographs were provided. The landlord provided a receipt for the replacement vanity in the sum of $299.00. The landlord did not know the age of the vanity but referred to entry photographs which showed that the crack was not present.

    (b)The tenant agreed that the vanity had cracked during the tenancy. She stated that a mirror in the bathroom which was provided by the landlord fell due to a chain holding it breaking and it cracked the vanity. The tenant advised that she did not notify the landlord when this happened.

    (c)Having considered the evidence I am satisfied that the damage occurred during the tenancy. Although I accept the damage was caused by the falling mirror the tenant’s failure to notify did not allow the landlord the opportunity to investigate and repair to prevent further damage once the crack appeared. I find that both parties have some liability for the repair and therefore order the tenant to pay half of the cost of the replacement in the sum of $149.50.

15. Damage to carpet - $632.50 for patch repairs

    (a)The landlord claimed that the tenant damaged the carpet as there were patches that were thread bare in the lounge and in the join between the bedroom and hallway. Entry and exit photographs were provided. The landlord could not advise the age of the carpet.

    (b)The tenant stated that there had been a major flood in the premises due a water leak and that the landlord had arranged for contractors to lift the carpets to dry them. The tenant stated that when the carpet was relaid it was not fully dry and was not fixed securely and the carpet began to wear afterwards. The landlord accepted that there had been a flood at the premises and that the wearing began to show after this.

(c)Having considered the evidence including the unknown age of the carpet and the flood damage during the tenancy I find that the landlord has failed to prove on the balance of probabilities that the damage is beyond fair wear and tear.

16. Damage to screen door - $398 quote to replace

(a)The landlord claimed that the metal screen door lock was bent and damaged during the tenancy. Entry and exit inspection photographs were provided. The landlord provided a quote for replacement in the sum of $398.00.

(b)The tenant accepted that this damage was caused during the tenancy and accepted liability for the cost of replacement. As only a quote has been provided and the actual cost is not available the Tribunal takes a conservative approach and I discount the amount by 20 percent and order the tenant to pay $318.40 towards the repair.

17. Damage to curtains - $124.30 to replace

(a)The landlord stated that the curtains were found folded at the end of the tenancy and they were stuck together which damaged the thermal backing. The landlord sought the cost of replacement.

(b)The tenant agreed that she had folded the curtains. The damage is beyond fair wear and tear. The curtains were at least five years old and have a lifespan of eight years. I have depreciated the amount sought by five eighths and order the tenant to pay $46.61 towards the replacement.

14. The parties have agreed on a repayment arrangement. The tenant will pay $100.00 per fortnight to reduce the debt commencing on Wednesday 23 July 2025.

15. Because [The landlord/s] has substantially succeeded with the claim I have reimbursed the filing fee.

16. The Tribunal may on the application of any party or on its own initiative make a suppression order, having regard to the interests of the parties and to the public interest. Section 95A (4) Residential Tenancies Act 1986. At the hearing the landlord sought suppression of all party identifying details. Having considered the factors in this case including the goodwill and level of agreement between the parties the Tribunal grants suppression as sought.

G Guptill
08 July 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.