[2025] NZTT 5174291

TENANCY TRIBUNAL AT [Event location suppres

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Caitlyn Templeman

Tenant

TENANCY ADDRESS: 33 Hadlow Terrace, Grey Lynn, Auckland 1021

ORDER

1. Caitlyn Templeman must pay [the landlord/s] $2,222.21 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears	$295.71	
Repairs: walls	$1,050.00	
Repairs: artificial grass	$600.00	
Cleaning	$100.00	
Lock/key replacement	$149.50	
Filing fee reimbursement	$27.00	
Total award	**$2,222.21**	
Total payable by Tenant to Landlord	**$2,222.21**	

Reasons:

1. Both parties attended the hearing. Ms Yetman represented the tenant. [The landlord's representative] represented the landlord.
2. The landlord has applied for rent arrears, compensation, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

3. The tenancy ended on 18 September 2024. The landlord is claiming rent arrears of $295.71. The tenant does not dispute the amount. The claim is ordered by consent.

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, (the "RTA").
5. The landlord claims that at the end of the tenancy no cleaning had been undertaken by the tenant. She says there was dust, marks on the walls, and the oven had not been cleaned. The landlord produced and invoice for $181.50 and photographs. The photographs are not helpful as it is not possible to see from them the cleanliness of the premises. Overall the premises appear to be reasonably clean and tidy.
6. The tenant stated the premises were cleaned at the end of the tenancy with the exception of the oven.
7. The claim is partially proved.
8. A responsible landlord will usually conduct a deeper clean between tenancies, but this is not the standard required of a tenant. I make an award for cleaning the oven plus a little extra, which I consider is sufficient to return the premises to a reasonably clean and tidy.
9. At the end of the tenancy, the tenant did not return the keys. This is accepted by the tenant. The landlord is claiming $149.50 to re-key the premises and she produced an invoice in support. This is not disputed by the tenant. This claim is ordered by consent.

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. 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.
12. 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.

13. The landlord is claiming for the following damage to the interior walls of the premises:
    a. Four holes drilled into the wall in order to mount a television upstairs,
    b. Four holes drilled into the wall in order to mount a television downstairs,
    c. A large gouge/depression in the stairwell wall,
    d. A dent high on the bedroom wall,
    e. Two marks where the paint has been pulled off a wall.
14. The landlord produced photographs and an invoice for $1201.75 for the repairs.
15. The tenant accepted the damage was cause during the tenancy but says the repairs seemed expensive.
16. The claim is proved.
17. I determine the holes drilled into the walls are intentional damage and the remainder of the damage is careless damage.
18. The landlord is claiming the tenant damaged the artificial grass in the outside courtyard by using a barbeque. The landlord produced photographs which show an area of artificial grass either side of the barbeque to be discoloured, possibly by spillage. The grass does not appear melted, and the marks appear to be an oily stain rather than a burn mark. The landlord produced and an invoice for $1,799.75 to replace the artificial grass for the entire courtyard area.
19. The landlord stated that because the artificial grass is stuck to concrete it is not possible to patch the grass.
20. The tenant stated that she made enquiries about having the artificial grass patched, and she was told it could be patched for approximately $600.00, but it was likely there could be a slight difference in colour.
21. The marks to the grass are not large, and although they are obvious, I do not consider them to be particularly unsightly. Although the tenant did not argue that the damage was fair wear and tear, I consider the use of a barbeque in a courtyard to be reasonable behaviour. It is somewhat inevitable there will be some wear marks that result from this use. To the extent that the marks exceed fair wear and tear, I do not consider this to be by a great margin. I therefore determine that the tenant has suffered loss, but I do not consider it a reasonable remedy to replace the artificial grass for the entire courtyard. I determine a reasonable outcome is for the tenant to compensate the landlord for the damage with a financial contribution commensurate with the loss. The amount awarded is in consideration for this.

22. I must take into account betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

23. The amounts ordered are proved.

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

C Lamdin
30 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, or the failure to make an order, where the amount in dispute on appeal is less than $1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is 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.