[2025] NZTT 5260159

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Blue Ribbon Realty Limited as agent for Gene & Craig Davy

Landlord

RESPONDENT: Alicia Jane Malone

Tenant

TENANCY ADDRESS: Unit/Flat 2, 64 Gradara Avenue, Otorohanga 3900

ORDER

1. Alicia Jane Malone must pay Blue Ribbon Realty Limited as agent for Gene & Craig Davy $5,238.62 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 22.6.25	$4,911.43	
Rubbish disposal fee	$60.00	
Lock/key replacement (5.11.2024)	$200.00	
Lock/key replacement (24.6.2025)	$115.00	
Window repairs	$284.19	
Repairs to walls, doors and rubbish removal	$1,281.00	
Filing fee reimbursement	$27.00	
Total award	**$6,878.62**	
less Bond	$1,640.00	
Total payable by Tenant to Landlord	**$5,238.62**	

2. The Bond Centre is to pay the bond of $1,640.00 (5474394-001) to Blue Ribbon Realty Limited as agent for Gene & Craig Davy immediately.

Reasons:

1. This hearing was conducted by videoconference and was attended by the landlord. The tenant did not attend at the scheduled time, and all three calls to her mobile phone went to voicemail. As the tenant has been notified, the hearing proceeded.
2. This tenancy began on 11 August 2023 and ended on 22 June 2025.
3. The landlord has applied for rent arrears, compensation, payment from the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

4. The landlord provided rent records and oral evidence to establish the amount of rent owing at the end of the tenancy. This is awarded above.

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

5. 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) of the Residential Tenancies Act 1986 (the RTA). .
6. The landlord claims rubbish removal costs. The landlord has produced evidence, including an invoice, and inspection reports with photographs showing the condition of the premises at the start and end of the tenancy. This evidence establishes that the tenant did not remove all rubbish, and left behind large items including a mattress and chairs. The relevant invoice dated 30 June 2025 notes a dumping fee of $60.00, and includes labour for rubbish removal and other repair work (discussed below).
7. The landlord incurred locksmith's charges of $200.00 during the tenancy, when the tenant had jammed fabric into the lock. The invoice dated 5 November 2024 from the locksmith for replacement of the lock and keys has been provided. The amount sought is awarded above.
8. A second locksmith's charge was incurred at the end of the tenancy, when the lock was jammed again. An invoice for $115.00 was produced.
9. The amounts ordered are proved.

General principles regarding responsibility for damage

10. The landlord seeks compensation for tenant damage. To be successful, 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 of the RTA.

11. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. 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) of the 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) of the RTA.
13. The landlord has insurance for tenant damage, with the excess being $400.00.
14. 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) of the RTA.
15. 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.
16. When determining the quantum of compensation, betterment and depreciation must be taken into account. Applying the principle of betterment, 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, the age and condition of the items at the start of the tenancy and their likely useful lifespan must be considered.

Is the tenant responsible for the damage to the premises?

17. The landlord’s evidence establishes that the following damage was caused during the tenancy:
18. *Window glass*: the landlord witnessed the tenant smashing the window glass on 1 May 2025, which occurred during a routine inspection, and has given oral evidence in support. There is also photographic evidence and an invoice for the window glass repair cost, which is awarded above.
19. *Walls and door*: there was damage to four walls; and damage to the back door, and doors in the bedroom, hallway, and bathroom. The invoice details the repair work.

20. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
21. The amounts ordered are proved.

Filing fee and name suppression

22. The tenant is to pay the landlord's filing fee, since the landlord has been successful with the application.
23. The landlord does not seek name suppression.

V Pasupati
20 August 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.