TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. Both the landlords' and tenant's names are suppressed from the published order.
2. [The tenant/s] to pay [The landlord/s] $484.64 from the bond, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Replace one light fitting and 50% installation	$184.64	
Carpet Cleaning	$300.00	
Total award	**$484.64**	
Bond	$484.64	$2,855.36

3. The Bond Centre is to pay the bond of $3,340.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]: $484.64

[The tenant/s]: $2,855.36

Reasons:

1. The named tenant (MDC) and the landlords' representative (PL) attended the hearing.
2. The tenant has applied for refund of the bond.
3. The landlords (PD, RD) have a claim against the bond but have not filed a counterclaim with Tenancy Services.
4. Section 22B(2) Residential Tenancies Act 1986 provides that, where a tenant applies for refund of the bond, and the landlord seeks payment from the bond, the landlord must file an application setting out the details of the counterclaim.
5. Despite this, MDC agreed that I should hear and decide the landlords' claims to avoid a future claim by them.

Background

6. MDC first lived at the premises as a flatmate.
7. On 15 February 2023, a bond of $3,440.00 was lodged at the Bond Centre. Neither party can supply a tenancy agreement from this time nor has a bond lodgement form been supplied.
8. On 15 February 2024, a tenancy agreement is signed by MDC and PD.
9. Several flatmates come and go. 'Change of tenant' forms or notifications are sent to the Bond Centre at various times.
10. The tenancy ends on 7 April 2025.
11. As at the date of the hearing, the Bond Centre records a total of eight different people as "tenants".

Who are the tenants?

12. The tenancy agreement names five tenants. Only MDC has signed the agreement as tenant. She says that she thought she was head tenant with her partner (DV).
13. I spoke to the landlord (PD) briefly at the start of the hearing. She said her intention was that only MDC was a tenant.
14. My decision is that MDC is the sole tenant for this tenancy. She refers to herself as 'head tenant' and is the only person who signed the current tenancy agreement. There is no evidence that DV intended to be bound by the terms of the contract.

15. There are eight people listed as tenants at the Bond Centre. My decision is that these people were flatmates for differing periods of time from 15 February 2023 until the tenancy ended.

Landlord claims from bond

Light fitting replaced and 50% of installation

16. MDC agrees to pay the cost to replace and install one light fitting as per the invoice.

Roman blinds

17. The landlord claims $345.00 repair cost to replace rings and restring four roman blinds.
18. The landlord must prove that any damage occurred during the tenancy and is more than wear and tear. Wear and tear is anything that would happen as a normal part of residential living.
19. The landlord did not supply evidence to prove the damage (no photographs) and accepts that the plastic rings on the blinds deteriorate over time. The blinds were last repaired in February 2022.
20. The absence of photographs means the landlord has not proved that damage occurred. Also, my decision is that it is likely that the blinds were damaged from normal use which for roman blinds means frequent pulling up and down using the strings. This is wear and tear. This claim is dismissed.

Carpet stain

21. It is accepted by both parties that the carpet was stained in about April 2024 by a previous flatmate. This means the carpet was damaged during the tenancy.
22. The landlord has supplied evidence that it has paid $609.50 to have the stain removed.
23. The starting point is that MDC (as sole tenant) is liable to compensate the landlord for the stain treatment cost.
24. MDC says this is unfair because all parties knew that flatmates were contributing to the bond, and this was recorded on various ‘change of tenant’ forms. She says she made it clear to the landlord that she needed to know whether to hold back money paid as bond by the flatmate who caused the stain but that the landlord did not respond within a reasonable time. MDC says she refunded that flatmate the full amount he had paid as bond so if the cost is now taken from the bond, she will end up paying that cost.

25. The landlord accepts PD did not respond to MDC at the time and did not advise her that it did intend to seek any costs from the bond. The landlord offers to settle the matter for $300.00.
26. I have awarded $300.00 to the landlord. I accept there was genuine confusion during this time by both landlord and tenant about legal liability and the bond. It is fairest that the loss is shared.

Cleaning of one bathroom

27. The landlord claims $100.00 for 2.5 hours work to clean one bathroom.
28. The Tribunal does award compensation for landlord time as this is often cheaper than a contractor so saves tenants money.
29. I dismiss the claim in this case as the two photos of the bathroom do not satisfy me that more than a few minutes of cleaning would have been needed.

Filing fee and suppression of name

30. I make no award for the filing fee as both parties are partly successful.
31. I suppress both tenant and landlords' names from the published order as this was a genuine dispute, neither party is at fault and their interests outweigh the public interest.
32. The bond is refunded in accordance with the order.

N Maplesden
12 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.