[2025] NZTT 5228473

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Gramax Property Management Limited

Landlord

RESPONDENT: Rachael Jacinta Tulafono, Ben Anthony Tulafono

Tenant

TENANCY ADDRESS: 14 Kairakau Street, Takanini, Takanini 2110

ORDER

1. Rachael Jacinta Tulafono and Ben Anthony Tulafono must pay Gramax Property Management Limited $3,809.50 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Pest control	$580.00	
Carpet Cleaning	$350.00	
Replace furnishings: carpet	$3,400.00	
Repairs: to walls and doors	$1,552.50	
Filing fee reimbursement	$27.00	
Cleaning	$350.00	
Rubbish removal: and cleaning of deck exterior walls and door repairs	$550.00	
Total award	**$6,809.50**	
Bond	$3,000.00	
Total payable by Tenant to Landlord	**$3,809.50**	

Reasons:

1. Both parties attended the hearing.

2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

The tenancy went for 2 years and two months, it ended on 10 December 2024. The parties agree that the rent was paid for the duration of the tenancy.

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

3. 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.
4. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish. The carpets were extensively stained. The claim for carpet cleaning is awarded as it was reasonable to attempt to restore the carpets with cleaning and stain removal. The claim for replacement of the carpet is considered separately below.
5. The claim for pest eradication is proven, admitted by the tenants and established.
6. The other amounts claimed are reduced somewhat, as a tenant need only leave a property “reasonably clean and tidy”. This standard does not require tenants to remove every mark from every surface and generally does not extend to cleaning of the exterior decks. The photographs and invoices substantiate the awards made only. This finding is particularly relevant when a landlord is claiming for complete interior painting and carpet replacement.
7. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

8. 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.
9. 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.

10. 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.

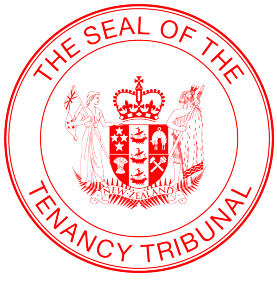
11. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

12. The following damage was caused during the tenancy: the carpets were extensively stained, and the walls damaged/marked throughout the property. The property was brand new at the commencement of the tenancy so there can be no suggestion of preexisting damage. The damage is generally, more than fair wear and tear, and the tenant has not disproved liability for the damage.

13. The amounts ordered are proved.

14. I have taken into account betterment and depreciation when assessing fair compensation for the replacement of the carpets and the repainting. 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. The carpet is depreciated 20% and the wall painting 25%. This is to reflect that there is an element of fair wear and tear when a four-bedroom home is let to a family with 6 children, as per the tenancy agreement.

15. The landlord is entitled to reimbursement of the filing fee as the claim is partly successful. The tenant signed a bond refund form so while the bond is deducted from the amount awarded, no bond reimbursement direction to the bond centre is required.



J Maher
19 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.