TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT:	Iron Bridge Property Management (Auck) Limited as agent for C Kong Koh Landlord
RESPONDENT:	William Kawiti, Travis Waylon Carr, Paki Anthony Graeme Rivers Tenant
TENANCY ADDRESS:	14 Otaimako Place, Mangere, Auckland 2022

ORDER

1. William Kawiti, Travis Waylon Carr and Paki Anthony Graeme Rivers must pay Iron Bridge Property Management (Auck) Limited as agent for C Kong Koh $10,270.60 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 20.6.2024	$1,253.57	
Water rates	$18.90	
Lock/key replacement	$739.45	
Cleaning	$1,610.00	
Carpet cleaning	$207.00	
Odour removal/ozone machine	$138.00	
Rubbish removal	$1,219.00	
Lawns and garden work	$340.00	
Floor repairs	$548.40	
Carpet replacement	$3,168.00	
Curtain & curtain track replacement	$1,252.50	
Repairs: skirting, stair railing, shed door, clothesline etc (15/7/2024 invoice)	$828.58	
Repairs to walls	$1,520.20	
Filing fee reimbursement	$27.00	
Total award	**$12,870.60**	
less Bond	$2,600.00	

Total payable by Tenant to Landlord $10,270.60

2. The Bond Centre is to pay the bond of $2,600.00 (6460546-005) to Iron Bridge Property Management (Auck) Limited as agent for C Kong Koh immediately.
3. All other claims are dismissed.

Reasons:

1. The landlord, represented by Ms Farrimond, attended the hearing. There was no appearance by the tenants at the scheduled time. The start of the hearing was delayed by 10 minutes, and the matter was called again. The tenants still did not attend. As they have been notified, the hearing proceeded.
2. This tenancy began on 20 August 2022. The landlord has applied for rent arrears, water charges, compensation, payment from the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent and water rates?

3. The landlord's evidence is that the tenancy ended on 20 June 2024, when they were given permission to take possession of the premises following a mediation. The landlord provided rent records which prove the amount owing for rent at the end of the tenancy.
4. In terms of the water charges, the amount claimed in the application is $18.90, which is supported by the Watercare invoice provided. However, at the hearing, the landlord stated that the amount sought was $483.32. The relevant Watercare invoices were not available, and therefore, the additional amount claimed is not awarded.

Did the tenants 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 cleaning, carpet cleaning, odour removal, and rubbish removal costs. The landlord has produced evidence, including invoices, and inspection reports with photographs showing the condition of the premises at the start and end of the tenancy. This evidence establishes that the tenants did not leave the premises reasonably clean and tidy, and did not remove all rubbish.

There was a significant amount of rubbish left behind, including furniture. Extensive cleaning was required (two people working for two days), including carpet cleaning to remove stains, and hiring of an ozone machine to remove odours.

7. The lawn and garden required work, including lawnmowing and weed spraying.
8. The tenants did not return the keys, so the lock and keys had to be replaced.
9. The amounts ordered are proved.

Compensation for damage

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, advising that the excess is $250.00. However, due to the extent of damage, the landlord advises that they were unable to claim through its insurer.
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.

Are the tenants responsible for the damage to the premises?

17. The landlord has established, with photographic, documentary, and oral evidence, that the following damage was caused during the tenancy. This damage was more than fair wear and tear, and the tenants have not disproved liability for the damage. The details are set out below

Carpet and flooring

18. The landlord's evidence is that the tenants kept a dog at the premises, in breach of their tenancy agreement. There were extensive stains, odour from dog urine, and damage from the dog chewing the carpet. The stains could not be removed with professional cleaning, and the carpet could not be adequately repaired. So, the carpet had to be replaced, due to the extent of the damage. Photographs and an invoice have been produced. The floor located at the stair landing was also damaged (drenched with urine) and had to be repaired.

19. The landlord seeks compensation for replacement of the carpet throughout the house. Having considered the landlord's evidence, I find that, due to the extent of the damage, it was reasonable for the landlord to replace the carpet, since professional cleaning did not remove all the stains, and the damage was extensive. Applying the principles in *Guo v Korck* (above) I consider the damage is likely to be intentional. The evidence shows the tenants allowed the dog to remain inside the premises, this situation has continued, and it is likely they knew that damage to the carpet was a certainty.

20. The total cost of replacing the carpet is $3,960.00, based on an invoice. The landlord states the carpet was brand new at the start of the tenancy and so, at the end of the tenancy, it was two years old. The estimated useful lifespan of carpet under current depreciation guidelines is 8 to 10 years. As the carpet was two years old, the amount awarded is reduced, and the landlord is awarded the depreciated amount of $3,168.00, which is approximately 80% of the replacement cost.

21. The cost of the floor replacement/repair, as shown in the invoice, was $548.00. Having been established, it is awarded above.

Walls

22. The landlord incurred costs for repair of multiple walls throughout the premises, due to damage, as shown in the photographs. The relevant invoice for $1,520.00 details the work undertaken, and is awarded above.

Curtains

23. The landlord's evidence is that all curtains were heavily stained and damaged, and had to be replaced. The curtain tracks were also damaged. The curtains were brand new at the start of the tenancy and would be two years old at the end. The replacement cost is $1,670.00.

24. The estimated useful lifespan of curtains under current depreciation guidelines is 8 years. Being two years old, the amount awarded is reduced, and the landlord is awarded the depreciated amount of $1,252.50, which is approximately 75% of the replacement cost.

Other repairs

25. The landlord incurred the cost of other repairs, as detailed in the invoice dated 15 July 2024. This includes the repair of the stair railing, skirting (caused by the dog chewing on it), dishwasher door (forced open/damaged), shed door (needed to be re-attached), washing line (had to be re-strung). Being satisfied that the landlord has established that the tenants are liable, the cost of $828.58 (which includes the labour and materials) is awarded.

Tracing the tenants for service of documents

26. The landlord seeks the tracing costs associated with its application to the Tribunal. The landlord's original application was filed just over two months after the tenancy ended. This application was adjourned for service by the Tribunal. The landlord incurred costs of $460.00 per tenant from the private investigator they hired to trace the tenants. The landlord then lodged a second application, which is the current application (5239913).

27. In terms of this cost, it was the result of the landlord not lodging the application within time. This has led to the costs incurred to locate the tenants. As there has not been any breach by the tenants, the landlord will not be entitled to reimbursement of this cost. Accordingly, this claim is dismissed.

Filing fee and name suppression

28. The tenants are to pay the landlord's filing fee, since the landlord has been substantially successful with the application.

29. The landlord does not seek name suppression.

V Pasupati
22 September 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.