[2025] NZTT 5300438

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Georgina Moses, Tukino Michael Hakopa

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord's name and identifying details.
2. Georgina Moses and Tukino Michael Hakopa must pay [The landlord/s] $10,369.08 immediately, calculated as shown in table below.
3. This order replaces the monetary order made by the Tribunal on 8 May 2025 under application 5192760.

Description	**Landlord**	**Tenant**
Rent arrears to 13/5/25	$2,881.29	
Rubbish removal	$161.20	
Cleaning	$710.76	
Rubbish removal: second	$1,202.83	
Rubbish removal: third	$300.00	
Replace furnishings: carpet	$450.00	
Repairs: plaster & paint, doors & walls	$3,000.00	
Window repairs x11	$1,035.00	
Replace furnishings: garage door	$600.00	
Filing fee reimbursement	$28.00	
Total award	**$10,369.08**	
Total payable by Tenant to Landlord	**$10,369.08**	

Reasons:

1. The landlord attended the hearing represented by Ms Matangi.
2. There was no appearance for the tenants although the hearing was stood down for some time to allow for any delays. They had been did notified of the hearing by email and text, accordingly pursuant to section 92 of the Residential Tenancies Act 1986 (RTA) the hearing continued in their absence.
3. 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?

4. The tenancy ended on 11 May, but the tenants did not vacate until 13 May 2025. The landlord provided rent records which prove the amount owing at the end of the tenancy. On 8 May 2025 the Tribunal made a monetary order for rent arrears to 11 May. That order is supplemented by this order for enforcement purposes.

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

5. The landlord claims compensation to reimburse them the costs they incurred in cleaning the property and removing the tenants' belongings left at the property at the end of the tenancy.
6. Section 40(1)(e)(ii)-(v) of the RTA states that 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.
7. The landlord has established in evidence that the tenants did not leave the premises reasonably clean and tidy, and did not remove all rubbish. They left a considerable amount of belongings including large items like a trampoline and costly items like tyres. I am satisfied based on the evidence that the amounts claimed are reasonable in the circumstances.

Is the tenant responsible for the damage to the premises?

8. The landlord claims compensation to repair the following damages found at the end of the tenancy:
    a. Damaged carpets.
    b. Damage to walls.
    c. Broken windows.

d. Broken garage door.

9. To be successful in such claims, 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.

10. 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) RTA (section 49B cap). The landlord's insurance excess is $550 and the rent was $710.

11. 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.

12. 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.

13. 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.

Damaged carpets.

14. The landlord has established in evidence that the carpets were damaged in two bedrooms. One had significant staining and the other had damage from what appeared to be bong water. The landlord's insurance company has accepted the claims and is applying a $550 excess to each room. The full cost of the replacement is $1,399.69.

15. Given the nature of the damage I find this damage to be classified as careless damage. Accordingly, the tenants are liable for the repair bearing in mind the section 49B cap. I must however also take into account depreciation. The landlord is entitled to 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 betterment and depreciation, the Tribunal will consider the age and condition of the items at the start of the tenancy and their likely useful lifespan.

16. Current depreciation guidelines estimate that the life of carpets in a rental property to be approximately 10 years. The landlord is unsure of the age of the carpets but estimates 7 years.

17. Given the carpets were older at the beginning of the tenancy, I award $450 compensation which I consider reasonable in the circumstances.

Damage to walls.

18. The landlord has provided evidence that establishes the tenants left the property with multiple holes in the walls. Many had been filled but not to a tradesman like standard. The trim had been removed from a door and many other doors had holes in them. The damage was extensive.

19. Given the nature and extent of the damage I consider it predominately intentional damage. The tenants have tried to repair some holes however the work has not been completed well and must be re-done.

20. The estimated cost of the repair is $4,025. The landlord has not yet engaged in the repairs because of a lack of funds however they intend to imminently. I accept their evidence that the work is required before re-tenanting and therefore will be undertaken.

21. The owner did make a claim through the insurance company however that was declined on the basis the damage was intentional, an assessment I accept.

22. Accordingly, I find the tenants liable for these repairs. I have however reduced the amount claimed for two reasons I discuss as follows.

23. There is one area above the shower that the landlord is claiming for to be repainted. The area is above the shower dome and is mould damaged. I do not consider it reasonable to expect tenants to clean in such a difficult place to access. Accordingly, I have reduced this claim to reflect that painting this area is a landlord maintenance responsibility.

24. I have also reduced the claim to account for depreciation of the painting. The landlord was unaware when the property had been previously painted, and the ingoing photos do not depict a new or well maintained property. The estimated life span of paint work in a residential tenancy is approximately 10 years, therefore it may well have been nearing the end of its expected life span.

25. The amount ordered is considered reasonable in light of the above and the evidence provided.

Broken windows.

26. The landlord has provided evidence of 11 broken windows. I am satisfied that this damage was a mixture of intentional and careless damage. The amount claimed is reasonable in the circumstances and accordingly I make the order as sought.

Broken garage door

27. The landlord has proven that the tenants significantly damaged the garage door to the extent that it is a hazard and needs to be replaced.

28. Given the nature of the damage, I find it intentional and as such the tenants are liable for the repair cost. I have reduced the amount claimed slightly to account for depreciation as the door was older and also for the fact that the repair has not yet been done and so the cost may be less than the quote. I accept the landlord's undertaking that the door will be replaced prior to the re-tenanting of the property.

Other orders

29. Because [The applicant/s] has substantially succeeded with the claim I have reimbursed the filing fee and approve their claim for suppression orders.

K Lash
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.