[2025] NZTT 5272121

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Robert Louis Schubach

Landlord

RESPONDENT: Jana-Jade Isaia-Taito

Tenant

TENANCY ADDRESS: 17 Woolwich Close, Whitby, Porirua 5024

ORDER

1. Jana-Jade Isaia-Taito must pay Robert Louis Schubach $6,149.91 immediately, calculated as shown in table below.
2. This order incorporates the Tribunal order made on 25 March 2025 under application 5189391.

Description	Landlord	Tenant
Previous order application 5189391 dated 25/03/2025	$3,950.00	
Repairs: Lock for front door	$36.48	
Repairs: Doorknob	$4.78	
Repairs: Mortice lock key for kitchen	$12.50	
Lawns and Garden work	$220.00	
Cleaning: Exit cleaning	$400.00	
Cleaning: Window cleaning	$100.00	
Carpet Cleaning	$233.75	
Repairs: Broken window (insurance excess)	$224.25	
Repairs: Heated towel rail	$26.28	
Repairs: Internal door, closet doors	$500.00	
Repairs: Landfill	$129.87	
Bailiff fees	$258.00	
2 x Filing fees	$54.00	
Total award	**$6,149.91**	
Total payable by Tenant to Landlord	**$6,149.91**	

Reasons:

1. The landlord attended the hearing via videoconference. The tenant did not.
2. The landlord has applied for compensation, and reimbursement of the filing fee following the end of the tenancy.

Cleaning costs

3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, and remove all rubbish. See section 40(1)(e) Residential Tenancies Act 1986 (“RTA”).
4. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
5. The amounts ordered above are proved.

Damage claims

6. 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.
7. 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. See section 49B(3)(a) RTA.
8. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' 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.
9. 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.
10. 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.

11. I am satisfied that the above ordered costs for damages have been proven. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

12. Of the landlord's claims, I have not granted the quote from Oddjobs in full. This is mostly due to the fact that the landlord has not proven that the deck balusters were required to be replaced due to the actions of the tenant. I have granted $500.00 from the quote in recognition of the damage done to doors.

13. The costs incurred for the bailiffs is also included as sought.

Previous order incorporated

14. On 25 March 2025 the Tribunal made an order relating to this tenancy, for rent arrears. The previous order is incorporated into this order for enforcement purposes.

Filing fee reimbursement

15. Because the landlord has wholly succeeded with the claim, the tenant must reimburse the filing fee. This includes the previously omitted filing fee from 5189391.

THE SEAL OF THE TENANCY TRIBUNAL

J Yi
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.