[2025] NZTT 5282587

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: South Canterbury Rentals

Landlord

RESPONDENT: Kathryn Shaw

Tenant

TENANCY ADDRESS: 550 Middle Valley Road, Middle Valley, RD 17, Fairlie 7987

ORDER

1. The Bond Centre is to pay the bond of $1,600.00 (BN-00014359) immediately apportioned as follows:

South Canterbury Rentals:	$941.29
Kathryn Shaw and Sharyn Collis:	$658.71

Description	**Landlord**	**Tenant**
Rent arrears to 6 May 2025	$914.29	
Filing fee reimbursement	$27.00	
Total award	**$941.29**	
Bond	$941.29	$658.71

Reasons:

1. Both parties attended the hearing which was held by phone. Ms Rankin represented the landlord.
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?

3. The tenancy began on 23 December 2024 and ended on 6 May 2024. Both parties agreed on the beginning and end dates of the tenancy.
4. The landlord filed a rent summary showing that rent was owing in the amount of $914.29 at the end of the tenancy (two weeks and two days).
5. The tenant says that she paid rent in advance and that the rent paid in advance rent has not been taken into account in the landlord's ren summary.
6. On review of the rent summary it appears that rent was paid in advance but rent was then not paid for the last three weeks of the tenancy. The week paid in advance was therefore allocated to the first week, and the remaining two weeks and two days remain owing.
7. I have also reviewed correspondence between the parties where the tenant said that the tenancy had been for 17 weeks, and that she had paid 17 weeks of rent, but in fact the agreed duration of the tenancy was 19 weeks and two days. This is the amount sought by the landlord.
8. The landlord has proved that rent is in arrears in the amount of $914.29. The claim for rent arrears is proved.

Is the tenant responsible for the damage to the premises?

9. 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. The landlord said that there were red and black marks on the lounge carpet at the end of the tenancy. The landlord provided a photo of the carpet at the start and the end of the tenancy showing the marks.
11. The landlord has obtained a quote from Jae to remove the stains in the amount of $286.00.
12. The tenant said that the marks might have been from some play-doh. She said that she hired a rug doctor and tried to clean the marks but that the carpet was very old and she could only do a limited amount of cleaning of the area without damaging it.
13. While I accept that the tenant has caused the stains on the carpet, they appear fairly minor and the tenant has done her best to clean them. The landlord has not in fact engaged a contractor to try to remove the stains further and has only obtained a quote.

14. In my view it would not a appropriate to award any compensation for the carpet. The carpet does appear very old and due for replacement.

15. The claim in respect of the carpet is dismissed.

Filing fee and name suppression

16. The landlord has been the substantially successful party. I have therefore reimbursed the filing fee.

17. The landlord did not seek an order for name suppression and the tenant is not entitled to an order as she has not been the substantially successful party.

M Allan
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.