[2025] NZTT 5261919

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: Client First Limited T/As Charlton Property Management Ltd as Agent for Leslie & Noeline Ryan Charlton Property Management

Landlord

RESPONDENT: Patricia Heem

Tenant

TENANCY ADDRESS: 17 Mon Desir Place, Manurewa, Auckland 2102

ORDER

1. The Bond Centre is to pay the bond of $2,360.00 (3525800-007) to Client First Limited T/As Charlton Property Management Ltd as Agent for Leslie & Noeline Ryan Charlton Property Management immediately.
2. Patricia Heem must pay Client First Limited T/As Charlton Property Management Ltd as Agent for Leslie & Noeline Ryan Charlton Property Management $3381.38 immediately, calculated as shown in the table below:

Description	**Landlord**
Rent arrears	$2,730.86
Water rates	$722.02
Eviction cost	$258.00
Lock/key replacement	$336.00
Cleaning	$230.00
Carpet Cleaning	$287.50
Lawns and Garden work	$138.00
Rubbish removal	$379.50
Filing fee reimbursement	$27.00
Compensation wall damage	632.50
Total award	**$5,741.38**
Minus Bond	-$2,360.00
Total payable by Tenant to Landlord	**$3,381.38**

Reasons:

1. The landlord attended the hearing, the tenant did not attend the hearing. I have checked and the tenant was served with the notice of hearing and has not communicated with the Tribunal seeking an adjournment. I am proceeding with the hearing in her absence.
2. The landlord has applied for rent arrears, water bills, compensation, refund of 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 tenancy ended on 3 April 2025 by eviction. The landlord provided rent records showing $2730.00 in arrears as of 18 August 2025 and water rates invoices of $722.02. owing at the end of the tenancy.
4. I am satisfied that the landlord has proven their claims for rent arrears and water bills.
5. The tenant has been paying $30.00 per week towards the cost of the rent arrears.

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

6. 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. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1) (ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.
7. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
8. The keys had to be changed after the eviction.
9. The landlord provided the Tribunal with a pre let inspection report and photos and an exit inspection and photos. In addition, the landlord provided invoices for the cost of the remedial work required at the end of the tenancy.
10. The invoice from Green n Clean dated 14 April 2025 covered the work carried out on cleaning, carpet cleaning, rubbish removal and lawn and garden work.
11. The invoice from Manukau Lock and Alarm limited dated 4 April 2025 covered the cost of the key and lock replacement after the eviction.
12. The landlord incurred $258.00 in the cost of the eviction of the tenant.
13. I am satisfied that the landlord has proven their claims and the amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

14. 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.

15. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

16. 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.

17. 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.

18. 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.

19. 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.

20. The following damage was caused during the tenancy:

    - Dents, holes, drawings, and scrapes on the walls by front door, master bedroom, and hallway.

21. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

22. The landlord provided invoices for the cost of the repair and photos of the damage. The cost of the repairs carried out by WMS Maintenance was $632.50 to patch, sand and repaint walls.

23. The home had been fully refurbished at the start of the tenancy. I am satisfied that the landlords claim for the repairs of damage to the property are proven.

24. Because Client First Limited T/As Charlton Property Management Ltd as Agent for Leslie & Noeline Ryan Charlton Property Management has wholly succeeded with the claim I must reimburse the filing fee.

25. The Bond centre is to refund the bond to the landlord immediately to offset the debt owed by the tenants to the landlord.

J Northwood
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.