**[2025] NZTT 5254380**

**TENANCY TRIBUNAL AT [Event location suppressed]**

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Ebony-rose Morehu

Tenant

TENANCY ADDRESS: 277 Hobsonville Road, Hobsonville, Auckland 0618

## ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord name and identifying details.
2. Ebony-rose Morehu must pay [The landlord/s] $8,784.72 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $3,000.00 ([Bond number suppressed]) to [The landlord/s] immediately.

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Rent arrears | $642.86 | |
| Water rates | $200.61 | |
| Rubbish removal | $914.25 | |
| Insurance excess (Tower Insurance) | $10,000.00 | |
| Filing fee reimbursement | $27.00 | |
| **Total award** | **$11,784.72** | |
| Bond | $3,000.00 | |
| **Total payable by Tenant to Landlord** | **$8,784.72** | |

**Reasons:**

1. The landlord attended the hearing and was assisted by the court appointed Mandarin interpreter. There was no attendance by the tenant.

2. The landlord has applied for rent and water arrears, 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 arrears?*

3. The tenancy ended on 27 April 2025. The landlord provided rent records and water rates invoices which prove the amount owing at the end of the tenancy. Having sighted this evidence I am satisfied that the tenant is responsible for rent debt and outstanding water charges.
4. The claim for rent and water arrears are proven.

*Did the tenant 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) 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.
6. The landlord claims that the tenant did not remove all rubbish and personal belonging at the end of the tenancy.
7. The landlord provided an exit inspection report with photographs taken on 25 April 2025 confirming extensive rubbish left outside the property by the tenant. The landlord advised that the tenant did not return to remove the rubbish.
8. The landlord provided an invoice from Aaronick Cleaning Services Limited dated 18 June 2025 for $914.25 in support of this claim. Having sighted the evidence filed in support by the landlord I am satisfied the tenant breached her obligations in this regard.
9. The amount ordered for rubbish removal is proved.

*Is the tenant responsible for the damage to the premises?*

10. 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.
11. 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.

12. 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.
13. 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.
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) 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. The Tower insurance email report dated 16 June 2025 confirmed the following intentional damaged caused during the tenancy:
17. Lounge
    - Carpet damage
    - Damage to walls
    - Curtain damage
    - Damage to window stays
18. Dining room
    - Carpet damage
    - Curtain damage
    - Damage to glass pane in sliding door to garage
19. Kitchen
    - Damage to cabinet doors
    - Damage to wall linings and wallpaper
20. Laundry
    - Damage to wall linings

- Damaged door frame
- Damage to door hardware

21. Hallway
    - Damage to carpet
    - Damage to wall linings
22. Bedroom 1
    - Damage to carpet
    - Damage to wall linings
    - Curtain damage
    - Damage to window stays
    - Damage to door hardware
    - Missing door stops
23. Bedroom 2
    - Damage to carpets
    - Damage to wall linings
    - Curtain damage
    - Damage to window stays
    - Missing door stops
24. Bedroom 3
    - Damage to carpets
    - Damage to wall linings
    - Curtain damage
    - Damage to window stays
    - Missing door stops
25. Bedroom 4/office
    - Damage to carpets
    - Damage to wall linings
    - Damage to blinds
    - Missing door stops
26. Bathroom

- Damage to shub floor
- Damage to vanity
- Damage to hallway door
- Missing towel rail
- Damage to door hardware

27. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
28. Having sighted the insurance report and the comprehensive exit inspection evidence I am entirely satisfied that the damage is intentional. I have also sighted the Tower insurance report confirming the insurance excess of $1,000.00 for each multi event claim along with the entry inspection report dated 1 February 2023 confirming the state of the property at the start of the tenancy.
29. The landlord's claim for reimbursement of the insurance excess is proven.
30. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee.
31. The Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case – section 95A Residential Tenancies Act.
32. The landlord applied for a name suppression order. The landlord is entitled to name suppression as the application is successful – see section 95A RTA.

M Manhire
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.

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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.