TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	Bayleys Real Estate Limited Landlord
RESPONDENT:	[The respondents] Tenant
TENANCY ADDRESS:	2A Northgrove Avenue, Hillcrest, Auckland 0627

ORDER

1. The tenants' names and identifying details must not be published.
2. [The tenants] must pay Bayleys Real Estate Limited $779.71 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $4,400.00 (6524441-004) immediately apportioned as follows:

Bayleys Real Estate Limited:	$779.71
[The tenants]:	$3,570.29

Description	**Landlord**	**Tenant**
Water rates	$497.96	
Compensation for carpet damage	$281.75	
Total award	**$779.71**	
Bond	$779.71	$3,620.29

Reasons:

1. Mr [tenant's surname] and Mr [tenant's surname] attended the hearing for the tenants.
2. Anna Zhou attended for the landlord.
3. This is primarily a dispute about some minor unresolved issues that arose at the end of the tenancy.
4. The tenants accept they owe some water arrears, which they say they have tried to pay but the landlord declined to accept payment.
5. The remaining dispute between the parties is about whether the tenants are liable for the cost of cleaning, carpet damage in a bedroom, minor wall damage, and deck alleged deck damage.
6. The issues are:
    a. Did the tenants leave the premises reasonably clean?
    b. Are the tenants liable for damage to the premises?

Did the tenants leave the premises reasonably clean?

7. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy and remove all rubbish.[1]
8. "Reasonably clean" means clean to the standard an objective bystander would consider was reasonably clean. A "reasonable" state of cleanliness does not mean spotless, immaculate, or commercially clean, hotel or motel standard. A landlord therefore may have some work to get the premises up to standard for a new tenant and cannot claim the cost of that to the tenant.
9. It is the overall standard of cleanliness of the premises that matters. One or two isolated areas of minor uncleanliness does not necessarily mean the premises are not reasonably clean overall.
10. Tenants do not have to leave the premises cleaner and tidier than it was at the start of the tenancy. A claim for cleaning may be dismissed if there is no proof of the premises' condition at the start of the tenancy.[2]
11. The onus for establishing the claim, sits with the person making it on the balance of probabilities. In this case, the landlord is seeking to recover cleaning costs. Therefore, the landlord must prove that the tenants did not leave the premises reasonably clean and tidy.
12. The landlord claims for 50 per cent of the cost spent on cleaning, which was $747.50. That is a reasonable approach on the face of it because the cleaning was probably done to a very high standard since the owner was putting the premises on the market for sale immediately following the end of the tenancy.

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[1] Residential Tenancies Act 1986 (RTA) s 40(1)(e)(iii).
[2] Stewart Benson *Residential Tenancy Law in New Zealand* (Thomson Reuters, Wellington, 2018) at 6.12.

13. The tenants say they spent a couple of days cleaning the premises to a high standard. They believe the landlord is attempting to have them contribute to the owner's high level cleaning for putting the house on the market.

14. During the hearing, I viewed the landlord's photographs that showed among other things a minor rusty-water-type stain in a laundry cabinet, a circular rusty stain probably from the base of a container that was stored in a kitchen cabinet, a barely detectable amount of dusty detritus in a drawer base, some pan-bottom stains on the pots and pans shelves, some dirty residue in the front door's stoop, and some greasy residues ingrained in a thick cellular tape-type product lining the stove edges.

15. I had been minded awarding the landlord $50.00 for these and some other very minor instances of less than perfect cleanliness. However, on reviewing the photographs again and considering the legal principles, I find myself unpersuaded that the tenants' cleaning fell below a reasonable standard. Overall the premises was left clean. There were only a few areas highlighted areas that were less than perfectly clean, and any lack of perfection was minor. The tenants impressed me as genuinely having put a lot of effort into the cleaning and genuinely believing that they had achieved an acceptable standard.

16. I find that the landlord has not proven this claim on the balance of probabilities.

17. This claim is dismissed.

Are the tenants liable for the cost of damage to the premises?

18. 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.[3]

19. One of the tenants accidentally stained her bedroom carpet with a tanning product. The landlord claims for the cost of cleaning the carpet.

20. The tenants accept the carpet was stained but are perplexed by the landlord's claim because when they viewed the premises at an open home a couple weeks after the tenancy ended the carpet had been replaced – how can the landlord claim for something that was never done?

21. Ms Zhou says the owner got a carpet cleaning company to assess the stains and the contractor advised the stains could not be removed. Therefore, the owner replaced the carpet at a much higher cost than what merely cleaning the carpets would have been. The cleaning cost is simply a way to affix a fair contribution to the landlord's loss.

22. The photographs show that the bedroom's carpet had ominous looking stains. It is not surprising that carpet cleaning would not have got them out. The landlord is underclaiming for the owner's loss. It would have been tidier if the claim had been

[3] RTA ss 40(2)(a), 41, and 49B RTA.

made for the cost of replacing the carpet. However, it is fair to order the tenants to pay this lesser amount towards the owner's expense.

23. Ms Zhou claimed for repairing the deck based on a quote. However, the tenants produced a photograph showing they had repaired the decks themselves. I am not satisfied the owner paid for any further repair.

24. Ms Zhou also claimed for some minor wall damage. One of the tenants fell down the stairs and put an elbow through the gib wall. The tenants made a good attempt to repair the gib, but the paint colour match was not perfect probably because the original paint had faded. As similar story applies to repair by a light switch. Other damage looks to be in the nature of wear and tear.

25. However, when the tenants attended the open home, the observed that damage claimed for had not been repaired. Ms Zhou did produce an invoice for any repair. It is quite probable house sold as it was.

26. I am not satisfied on the balance of probabilities that the landlord suffered any loss in respect to the deck of the slightly damaged walls.

Non-publication

27. The tenants seek an order for non-publication of their names and identifying details.

28. 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.[4]

29. The tenants have substantially succeeded in the proceedings. I do not consider that publication is in the public interest or is justified because of the tenants' conduct or any other circumstances of the case.

30. The tenants' application is granted.

R Kee
21 August 2025

[4] RTA s 95A(1).

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.