TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Wgr Property Management Limited As Agent For Alan & Toni Aikman Landlord
RESPONDENT:	Aloysius Vincent, Jixy Vinitha Tenant
TENANCY ADDRESS:	94 Moana Crescent, Musselburgh, Dunedin 9013

ORDER

1. The Bond Centre is to pay the bond of $1,800.00 (3205479-013) immediately apportioned as follows:

Wgr Property Management Limited As Agent For Alan & Toni Aikman:	$732.50
Aloysius Vincent and Jixy Vinitha:	$1,067.50

Description	**Landlord**	**Tenant**
Carpet Cleaning	$100.00	
Painting	$425.50	
Carpet Cleaning	$207.00	
Total award	**$732.50**	
Bond	$732.50	$1,067.50

Reasons:

1. Both parties attended the hearing.

2. This application concerns the vacated tenancy at 95 Moana Crescent, Dunedin. The tenancy commenced on 24 May 2019 and ended on the 15th of March 2025. The applicant is seeking $425.50 for painting, $100.00 for carpet cleaning, $207.00 for curtain cleaning and repair, $996.00 for replacement of curtains and sheer curtains, and $100.00 to repair a roller blind.

3. With any claim from an applicant for compensation for damage to the premises, the applicant must prove that damage occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability the respondent must prove they did not carelessly or intentionally cause or permit the damage. Respondents are liable for the actions of people at the premises with their permission. See sections 49B, 66K(2)(a), and 66L of the Residential Tenancies Act 1986 (RTA).

Claim 1: Painting

4. The claim for $425.50, the applicant tells me, was to hire a painter to complete painting of areas where the respondents' children drew on the walls and then the respondent painted over the scribble to conceal the markings. The photos show scribbles covering large parts of the walls, but not the subsequent painting. the applicant did not present photographs, telling me they were lost. The applicant and the respondent agree that the walls were painted.

5. The applicant states they were not painted to a workmanlike standard. The respondent states he used a brush to paint over the scribbles. The manner that the respondent described their remedial work is consistent with what the applicant has told me. I am satisfied that the remedial painting claimed for by the applicant was careless damage. It is below the applicant's insurance excess of $750.00. I therefore award the $425.00 for painting.

Claim 2: Carpet Cleaning

6. With regard to the claim for carpet cleaning of $100.00 to clean some stains in one room, the respondent accepted that claim and it was not contested. $100.00 is awarded.

Claim 3: Sheer Curtain cleaning and repair.

7. There are two claims in relation to the curtain sheers. The first is for $207.00, which was for cleaning carried out by Chemdry and for some repairs to sheers that were able to be repaired.

8. The photos show that the sheers had ingrained mould that did not respond to cleaning. This suggests that cleaning was not completed at regular intervals and that this part of the property was not left in a reasonably clean and tidy state. The amount of $207.00 is therefore awarded.

Claim 4: Sheer Curtain replacement.

9. The second claim related to the curtain sheers is for $996.00 for replacement of the sheers that were not able to be cleaned or repaired. Photographs of these sheers were not provided, and it is unclear to me exactly why they were unable to be repaired.

10. Even if I were to consider making an award for this cost and accepted that the curtain sheers were carelessly damaged, I would need to account for depreciation and betterment. There is no suggestion that the curtain sheers were intentionally damaged. The applicant should be returned to the position they would have been in had the respondent not breached their obligations. This means the applicant cannot receive compensation that would put them into a better position. In calculating depreciation, I have considered the age and general condition of the sheers when the damage occurred, and their otherwise useful lifespan.

11. The tenancy lasted approximately five years. The IRD depreciation guide, which I rely on in making my assessment, does not provide specific guidance for sheers but suggests that the lifetime of curtains is eight years. Sheers are typically less durable than curtains and require replacement from time to time.

12. It is true that if they had been well maintained they may not have required replacement. However, I consider that in any event they were fully depreciated, and that the applicant now has the benefit of new custom-made sheers.

13. Any award I might have made would have been nominal. I therefore make no award in respect of this claim.

Claim 4: Reinstallation of the roller blind

14. The $100.00 claim relates to repairs of the roller blind. The applicant states that the roller blind was caught in the slider doors probably due to wind and became dislodged. The respondent, to their credit, attempted to reinstall the roller blind, but did so incorrectly. As a result, the roller blind was not able to open or close fully and was not fully functional.

15. Despite the incorrect reinstallation, the applicant has told me that the damage was caused because the wind blew the roller blind into the slider door and is therefore not the responsibility of the respondent.

16. Had the respondent not reinstalled the roller blind incorrectly, the applicant would have been responsible for its reinstallation anyway. The claim is therefore dismissed.

Conclusion

17. I have made an award of less than 50% of what the applicant has asked for. I do not consider that to be wholly or substantially successful. I therefore decline to award the application filing fee.

H Ben Fayed
23 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.