[2025] NZTT 5265740

TENANCY TRIBUNAL AT PORIRUA | TE TARAIPIUNARA RETIHANGA KI PORIRUA

APPLICANT: Te Ahuru Mowai Limited Partnership

Landlord

RESPONDENT: Marjorie Marcella Vega Ron

Tenant

TENANCY ADDRESS: 24 Hukatai Street, Elsdon, Porirua 5022

ORDER

1. Marjorie Marcella Vega Ron must pay Te Ahuru Mowai Limited Partnership $24,822.00 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $178.00 (3109705-004) to Te Ahuru Mowai Limited Partnership immediately.

Description	**Landlord**	**Tenant**
Meth decontamination costs	$13,931.68	
Rubbish removal: meth related	$2,513.40	
Lawns and Garden work	$1,013.64	
Oven/stove cleaning	$148.28	
Rubbish removal: tenant belongings	$461.88	
Replace furnishings: curtains	$2,793.12	
Repairs: electrical wiring	$1,456.45	
Replace furnishings: heat pump	$1,676.00	
Repairs: damage to external walls/gib/ceilings	$1,482.87	
Repairs: holes x21	$1,379.70	
Repairs: damage to doors by contamination and some were missing (11)	$4,122.12	
Window repairs	$1,000.00	
Replace furnishings: taps	$170.45	
Filing fee reimbursement	$27.00	
Total award	**$32,176.59 reduced to $25,000**	
Bond	$178.00	
Total payable by Tenant to Landlord	**$24,822.00**	

Reasons:

1. The landlord attended the hearing represented by Ms Zabranski-Todd and Ms Trego.
2. Ms Ron did not attend the hearing. She had been did notified of the hearing by email and text on a number of occasions, accordingly pursuant to section 92 of the Residential Tenancies Act 1986 (RTA) the hearing continued in her absence. I note that the registrar checked areas of the courthouse a number of times throughout the hearing for her attendance.
3. The landlord has applied for compensation and refund of the bond following the end of the tenancy.
4. This tenancy commenced in 2009 with the landlord being Kāinga Ora. In 2020 Te Ahuru Mowai Limited took over management of the social housing tenancy.
5. The tenancy ended when the landlord issued a termination notice pursuant to section 59A of the RTA on the basis that the home was uninhabitable because of methamphetamine contamination levels.
6. Four methamphetamine tests have been conducted over this tenancy with the most recent being on 18 July 2024. The results from this test had high readings such as 35µg/100cm² in the dining room, 20µg/100cm² in the lounge, 19µg/100cm² in bedroom 1, 19.4µg/100cm² in the bathroom, and 15.1µg/100cm² in bedroom 3. It was on the basis of this test that the landlord gave notice to end the tenancy.
7. The Tribunal confirmed that the landlord's decision to issue a termination notice under section 59A RTA was justified and made a possession order.[1] Another end date was negotiated however not kept to by the tenant. An eviction warrant was therefore applied for and executed with the assistance of the bailiff.
8. The landlord now claims compensation for costs incurred post tenancy. The original costs to them was in excess of $34, 537.02 however they are only seeking $25,000.

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

9. The landlord claims compensation for having to remove belongings the tenant left upon departure, tidy up the overgrown garden and clean the oven.
10. 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) RTA.

[1] Under application 4993109 on 21 November 2024

11. The landlord established in evidence that Ms Ron did not leave the premises reasonably clean and tidy and did not remove all rubbish and belongings. The landlord gave Ms Ron a number of opportunities to collect her belongings and she was provided with a significant period of notice of the end of the tenancy.
12. The evidence also established that the following chattels were missing at the end of the tenancy:
    a. The heat pump. This was 1.5 years old at the end of the tenancy.
    b. Kitchen and bathroom taps.
13. Having considered the evidence carefully, I am satisfied that the amounts ordered are proven in evidence and considered reasonable in the circumstances.
14. The amount claimed for the heat pump is reduced to account for depreciation. Depreciation is the concept that the landlord is entitled to be returned to the position they would have been in had the tenant not breached their obligations and should not be better or worse off. In calculating betterment and depreciation, the Tribunal will consider the age and condition of the items at the start of the tenancy and their likely useful lifespan. Heat pumps are expected to have an average life span of 10 years, in a New Zealand residential tenancy.

Is the tenant responsible for the damage to the premises?

15. The landlord claims compensation to remediate a considerable amount of damage to the property that was discovered when the eviction warrant was executed.

16. To be successful in such claims, 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.
17. 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. The landlord does not have insurance for methamphetamine contamination not intentional damage.
18. 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.

19. 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.

20. 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.

21. A tenant must not intentionally or carelessly damage, or permit any other person to damage, tenancy premises, and is liable to repair costs if they do so. See sections 40(2)(a), 41 and 49B RTA. Methamphetamine contamination is considered to be intentional damage.

Decontamination

22. The landlord seeks reimbursement of the cost it was to them to decontaminate the property, replace contaminated curtains and remove contaminated chattels.

23. I accept the previous adjudicators findings that this property was contaminated by methamphetamine. Methamphetamine contamination is considered to be intentional damage.

24. This claim includes the cost of replacing the curtains and doors which were contaminated. The curtains were new in 2022 and have an eight-year expected life span in New Zealand residential tenancies. Accordingly, the amount claimed relating to the curtains has been reduced to account for depreciation.

Electrics

25. The landlord provided evidence that the electricity source had been tampered with at the house and the street source. They therefore had to undergo significant testing and reconfiguring to ensure electricity could be supplied to the house safely.

26. This claim has been established in evidence.

Exterior walls/gib/ceiling

27. The landlord has established in evidence that there were dents in walls, holes in the ceiling, holes in exterior cladding, dog scratchings on door trims and other damage to door frames. Having considered the evidence carefully, I am satisfied that this damage was also caused intentionally and accordingly the tenant is liable for the repair cost which is considered reasonable in light of the extent of the damage.

Holes in internal walls

28. Given the number of holes in the internal walls and the extent of them, many are extremely large, I consider this intentional damage. Accordingly, the amount sought is ordered in full. I note that the claim is very reasonable in light of the damage.

Broken windows

29. The landlord established in evidence that there were a number of broken windows in the property. They had to be boarded up to prevent access and then reglazed. Again, given the number, I consider this intentional damage.

30. The original claim sought is reduced because it related to the boarding up of other areas of the house as a result of unknown persons entering the property post tenancy. As these actions cannot clearly be attributed to Ms Ron, she is not liable for that cost.

Doors

31. 11 doors needed to be replaced. A number were missing when the landlord took back possession and others were contaminated by high amounts of methamphetamine. I consider this damage intentional given its nature, therefore Ms Ron is liable for the replacement cost.

32. Because Te Ahuru Mowai Limited Partnership has substantially succeeded with the claim I have reimbursed the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

K Lash
27 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.