TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Team Group Rentals Limited As Agent For Sunil And Nidhi Bedi Landlord
RESPONDENT:	Bharath Ranga, Murali Krishna Muddana, Jyothsna Devi Edula, Monika Burugu Tenant
TENANCY ADDRESS:	45 Pharazyn Street, Melling, Lower Hutt 5010

ORDER

1. The Bond Centre is to pay the bond of $3,400.00 (5800386-002) to Bharath Ranga, Murali Krishna Muddana, Jyothsna Devi Edula and Monika Burugu immediately.
2. Team Group Rentals Limited As Agent For Sunil And Nidhi Bedi must pay Bharath Ranga, Murali Krishna Muddana, Jyothsna Devi Edula and Monika Burugu $100.00 immediately, calculated as shown in table below:

Description	**Landlord**	**Tenant**
Cleaning	$100.00	
Exemplary damages: Failure to maintain gas hob		$200.00
Total award	**$100.00**	**$200.00**
Net award		$100.00
Bond		$3,400.00
Total payable by Landlord to Tenant		**$100.00**

Reasons:

Introduction

1. Bharath Ranga, Murali Krishna Muddana, Jyothsna Devi Edula, Monika Burugu (the Tenants) lived at 45 Pharazyn Street, Melling, Lower Hutt 5010 (the Premises) owned by Sunil And Nidhi Bedi (the Owner) and managed by Team Group Rentals Limited (the Property Manager) (together, the Landlord) for two years.
2. The Landlord says that, after the tenancy ended in March 2025, the Tenants failed to leave the Premises clean and damaged paintwork on interior walls. The Landlord also says the Tenants should compensate the Landlord for electrical work carried out and for damage to outdoor curtains.
3. In a crossclaim, the Tenants say the Landlord failed to maintain several fixtures and chattels in the Premises throughout the tenancy.
4. The issues I have to determine are:
    a. Did the Tenants fail to leave the Premises reasonably clean and reasonably tidy on termination of the tenancy?
    b. Are the Tenants liable for the cost of repairing damage to interior walls in the Premises?
    c. Are the Tenants liable for the cost of electrical repairs?
    d. Are the Tenants liable for the estimated cost of repairing a damaged outdoor roll-down curtain?
    e. Did the Landlord fail to maintain the premises as alleged by the Tenants?
    f. Should either party be reimbursed their application fee?

The Tribunal's approach to the issues

5. The relevant law that applies is found in the Residential Tenancies Act 1986 ("the Act").
6. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards. That includes a requirement that the party bringing the claim establish their claim "on the balance of probabilities". The balance of probabilities means more likely than unlikely, or in mathematical terms, has a fraction more than 50% likelihood. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely.

7. This obligation carried by the applicant is referred to as the “burden of proof”. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.

8. As noted by the District Court in *Kaipo v Clarke & McCarthy* (DC) TT233/02, in practical terms this means that:

> [L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence.

Did the Tenants fail to leave the Premises reasonably clean and reasonably tidy on termination of the tenancy?

9. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy.[1]

10. The Landlord says the Tenants did not leave the premises reasonably clean and tidy and relied on photographs taken during the final inspection on 6 March 2025. The Landlord says light switches were dirty, there was dust on skirting boards and cupboards, such as in the coat room, had not been wiped down. The Landlord originally sought reimbursement of the full cost of cleaning, being $350, but at the hearing reduced the amount sought to $175 on the basis they say a fair amount to charge to bring a property to the appropriate standard is usually around $200.

11. The Tenants say they left the premises reasonably clean and tidy and produced evidence they had a hired a professional cleaner, for which they paid $287. They say if there were parts missed, the Landlord should have asked them to return but there was no such communication.

12. I am satisfied the photographs taken during the final inspection show areas of the home were not left in a reasonably clean and reasonably tidy condition. The Landlord is not obliged to request a tenant return to clean after the tenancy has ended – the obligation is on the tenant to ensure the premises is left reasonably clean as at the date the tenancy ends.

13. I consider an award of $100 is appropriate given the cleaning that would have been required to bring the Premises to a standard of “reasonably clean” was minimal.

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[1] See section 40(1)(e)(iii) of the Act.

Are the Tenants liable for the cost of repairing damage to interior walls in 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.[2]

15. 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.

16. 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.

17. The Landlord says the Tenants caused damage to interior walls in the lounge and dining room. The landlord initially sought reimbursement of the full cost of repairing the walls (patching, sanding and painting) being $747.50, but at the hearing, reduced the amount sought to $375. The Landlord relied on pictures taken during a pre-tenancy inspection dated 8 March 2023, and photos taken during the exit inspection on 6 March 2025.

18. The Tenants say they do not recall there being any marks on the walls and deny liability for the alleged damage.

19. I am not satisfied the Landlord has proved the Tenants caused damage during the tenancy because the photographs relied upon from the exit inspection do not show the alleged damage. The Landlord referred me to photographs of the lounge and dining room but I am unable to identify the alleged damage the Landlord says is visible in those photos. Even if I am wrong, and the walls had some black marks, I am not satisfied the Landlord has proved they are not fair wear and tear.

20. Lastly, the Landlord has not proved the cost sought has actually been incurred. The only evidence of the cost incurred was a bank transaction for $3,335 made to a painting contractor on 17 March 2025. The Landlord has not proved that the cost of repairing the alleged damage was $747.50 (or $375).

21. The Landlord’s claim for compensation for damage to interior walls is dismissed.

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[2] See sections 40(2)(a), 41 and 49B of the Act.

Are the Tenants liable for the cost of electrical repairs?

22. As stated above, 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.

23. The Landlord seeks compensation of $306.70 for electrical work carried out. During the hearing, an invoice was filed stating the cost was $297.62. The work which the Landlord said needed to be completed as a result of the Tenants' damage was replacing a dimmer switch in the kitchen and fixing an electrical socket behind the TV in the lounge.

24. I am not satisfied the Landlord has proved the Tenants caused damage in respect of either electrical matter. The Tenants referred to an email conversation on 16 March 2023 in which the Tenants noted the dimmer switch was missing. A photograph taken on or about that date shows the dimmer switch did not have the dimmer dial as at that date and I am therefore not satisfied the Tenants either removed the dimmer dial, or damaged it, during the tenancy.

25. I am also satisfied the Tenants unscrewed the power socket behind the TV on 18 December 2024 to release a bird that had become trapped inside the wall cavity. The Tenants did so after alerting the Property Manager to the issue that day. There is also no evidence of actual damage to the power socket – it just needed to be screwed back into place. Given this, I am not satisfied the Landlord has proved the Tenants caused damage to the power socket during the tenancy.

26. The Landlord's claim for compensation for electrical work is dismissed.

Are the Tenants liable for the estimated cost of repairing a damaged outdoor roll-down curtain?

27. As stated above, 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.

28. The Landlord says the Tenants caused a split in the clear portion of an exterior roll-down curtain on the deck of the Premises. The Landlord has received a quote of $2,162 to replace the damaged roll-down curtain. The Landlord says the blinds were approximately 6 or 7 years old at the end of the tenancy.

29. I am not satisfied the Landlord has proved the Tenants caused damage to the outdoor roll down curtain. The Tenants say they did not do anything to cause

the damage. They say the damage was noted during an inspection in October 2024 but that they were not aware of anything hitting the curtains that could pierce it and cause the damage. The Tenants noted the Premises backs onto a busy motorway, and in Wellington's strong winds, something may have struck the curtain but they were unaware of such an event.

30. I am not satisfied it is more likely than not that the Tenants caused the damage, as opposed to something striking the closed curtains – either from the nearby motorway or some other unknown cause. Even if I am wrong, the Landlord has not proved any insurance moneys were irrecoverable, nor has the Landlord proved they have incurred the full (or excess only) cost of repairing the outdoor curtain.

31. For all these reasons, the Landlord's claim for compensation for damage to the outdoor curtain is dismissed.

Did the Landlord fail to maintain the premises as alleged by the Tenants?

32. The Tenants claim the Landlord breached their obligations under section 45 of the Act by failing to maintain the premises in a reasonable state of repair.

33. The Tenants say the Landlord failed to maintain the following:

    a. Gas heater in the lounge;

    b. Kitchen tap;

    c. Kitchen drawer;

    d. One gas hob in the kitchen.

34. Breaching the obligation to maintain the premises is an unlawful act for which exemplary damages may be awarded up to a maximum of $7,200.00.[3]

    Gas heater

35. The tenancy agreement records that a gas heater with 4.30kW capacity was installed in the main living room of the Premises. The Tenants say it stopped working approximately a year into the tenancy. Originally, they alleged it was not working for four winter months.

36. The Landlord says maintenance records showed the Tenants raised the issued on 3 April 2024 and the Property Manager responded the same day saying they would contact the Owner, who lives overseas. Initially, the Owner tried to arrange for the heater installer to attend. That proved difficult and so the Property Manager arranged for another gas fitter to attend. The Property Manager says a contractor attended on 6 May 2024 and resolved the issue.

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[3] See section 45(1A) and Schedule 1A of the Act.

37. The Tenants, upon hearing the evidence of the Landlord, accepted the gas heater was not working for four weeks, rather than four months. Nevertheless, they say it meant they lived in a cold home for that period and paid extra in electricity to heat the Premises. The Tenants did not produce any evidence of electricity use or extra cost incurred during that period.

38. I am not satisfied the Tenants have proved the Landlord committed an unlawful act by failing to maintain the gas heater. The Property Manager took immediate action after the Tenants raised the issue. I do not consider four weeks an unreasonable time to arrange a gas fitter to fix the issue, although it is probably at the latter end of what would be considered reasonable.

39. Even if I am wrong on that, and the Landlord did commit an unlawful act by failing to have the gas heater remedied in a reasonable timeframe, I am not satisfied the Landlord committed the unlawful act intentionally. The evidence was the Landlord took action to remedy the issue once notified. For that reason, I would have still declined to award exemplary damages.

Kitchen tap

40. The Tenants say the kitchen mixer became loose and meant the tap was not usable. The Tenants could not say when it became loose, but estimate it was in late 2024. The Tenants did not produce evidence, such as photographs, to demonstrate the issue with the kitchen tap. The Tenants did not produce evidence to show when they raised the issue with the Landlord, if at all.

41. The Landlord accepted the kitchen mixer wobbled but say it was in working order and could be used.

42. I am not satisfied the Tenants have proved the kitchen mixer was not in working order, nor the period they say it was unusable for. As the Tenant has failed to prove the Landlord committed an unlawful act, I decline to award exemplary damage for the kitchen tap.

Kitchen drawer

43. The Tenants say a drawer in the kitchen broke and had nails sticking out. Ms Burugu says she scratched herself on the rough edge and so placed tape or some other cover over the broken part. The Tenants say it first broke in November 2023. They say it was fixed, but then broke again and remained broken for the remainder of the tenancy.

44. The Landlord says their records indicate a contractor attended on 8 February 2024 to fix the drawer and handle. The Landlord says their records indicate there was no issue with the kitchen in subsequent inspections conducted on 5 March 2024, 2 July 2024, 9 October 2024 and 17 December 2024.[4]

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[4] Those record inspections were not produced as evidence.

45. The Tenants did not produce evidence, such as photographs, to demonstrate the alleged issue with the kitchen drawer and/or handle. The Tenants did not point to evidence that they raised the issue with the Landlord after 8 February 2024. Given this, I am not satisfied the Tenants have proved the kitchen drawer was broken and not fixed after 8 February 2024. As the Tenant has failed to prove the claim, I decline to award exemplary damage for the kitchen drawer.

Gas hob

46. The Tenants say the main gas hob (of four) on the cook-top stopped working, or working to full capacity, in November 2023. They raised this issue with the Landlord in November 2023 but say it was not fixed until May 2024 – by the same contractor who fixed the gas heater in the lounge. The Tenants say the five or six months taken to remedy the issue was unreasonable.

47. The Landlord accepts the issue was raised in November 2023 and fixed in May 2024. The Landlord says the delay was partly due to the Owner being based overseas and their attempts to try and arrange their preferred contractor first. The Landlord also said spills on the hob may have contributed to the hob losing functionality.

48. I am satisfied the Landlord took longer than is reasonable to fix the main gas hob on the stove-top and am satisfied the Landlord breached their obligation to maintain the premises (and its chattels). Accordingly, I find the Landlord committed an unlawful act.

49. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest.[5]

50. The Landlord committed the unlawful act intentionally because they were aware the gas hob was not working from November 2023 and did not arrange a contractor to attend until May 2024. The effect of the delay meant the Tenants did not have full use of the cooking facilities. I accept this caused them some inconvenience, although given there were three other working hobs, I consider the inconvenience relatively minor. There is a public interest in ensuring all landlords maintain rented premises and act quickly to remedy maintenance issues.

51. I consider a nominal award of $200 in exemplary damages is appropriate to recognise the inconvenience caused to the Tenants and make an order accordingly.

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[5] See section 109(3) of the Act.

Should either party be reimbursed their application fee?

52. As neither party has wholly or substantially succeeded with their claim neither party is entitled to reimbursement of the filing fee.

N Small
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.