[2025] NZTT 5255124

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Alison Woods, Glenn Woods

Landlord

RESPONDENT: Dane William Wells

Tenant

TENANCY ADDRESS: 2200 Awhitu Road, Pollok, RD 4, Pollok 2684

ORDER

1. The Bond Centre is to pay $1150.00 of the bond (6483784-003) to Alison Woods and Glenn Woods immediately. The Bond Centre is to pay $748.50 of the bond (6483784-003) to Dane William Wells immediately, as per the table below:

Description	**Landlord**	**Tenant**
Cleaning	$200.00	
Carpet Cleaning	$150.00	
Repairs	$800.00	
Total award	**$1150.00**	
Bond	$1150.00	$748.50

Reasons:

Introduction

1. Dane William Wells (the Tenant) lived at 2200 Awhitu Road, Pollok, RD 4, Pollok 2684 (the Premises) owned by Alison Woods and Glenn Woods (the Landlord) for just over two years.
2. The Landlord says that, after the tenancy ended in March 2025, the Tenant failed to leave the Premises, and the carpet, clean and damaged paintwork on interior walls in the hallway and bedroom.
3. The issues I have to determine are:
    a. Did the Tenant fail to leave the Premises reasonably clean at the end of tenancy?
    b. Did the Tenant fail to leave the carpet reasonably clean at the end of tenancy?
    c. Are the Tenants liable for the cost of repairing damage to interior walls in the Premises?
4. On 12 June 2025, the parties attended a mediation, following which the parties could not resolve the issues between them but agreed to a partial refund of the bond held by the Bond Centre. The parties agreed to the refund of $621.50 of the $2,520 bond to the Tenant.[1] The remaining $1,898.50 was to remain with the Bond Centre until determination of this application.
5. On 27 August 2025, the Landlord attended the phone hearing, the Tenant did not. Two calls were made to his mobile number but went straight to voicemail. I am satisfied the Tenant was served with notice of the hearing and proceeded in his absence.

The Tribunal's approach to the issues

6. The relevant law that applies is found in the Residential Tenancies Act 1986 ("the Act").
7. 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.

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[1] As per the Mediator's Order dated 12 June 2025.

8. 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.

9. 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 Tenant fail to leave the Premises reasonably clean at the end of tenancy?

10. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy.[2]

11. The Landlord says the Tenants did not leave the premises reasonably clean and tidy and produced photographs taken on 31 March 2025, the final day of the tenancy. The Landlord says two professional cleaners took 4 – 5 hours to clean the Premises, at a cost of $775. An invoice for that amount was filed in support. The Landlord says the cleaners brought the Premises to a standard of “reasonably clean,” and from there, the Landlord carried out further deep cleaning (for which she does not seek compensation, acknowledging that it not the responsibility of the Tenant).

12. I am satisfied the Landlord has proved the Tenant did not leave the Premises reasonably clean. Photos taken on 31 March 2025 show surfaces and fixtures in the kitchen were not clean and the bathroom was also not clean. However, I am not satisfied two professional cleaners working for 4-5 hours was required to bring the Premises to “reasonably clean.” The evidence filed by the Landlord does not demonstrate a high level of uncleanliness, rather it suggests little to no effort was made to clean away general dirt and grime.

13. Given that, I consider it appropriate that the Tenant pay $200 compensation to the Landlord for their failure to leave the premises reasonably clean.

Did the Tenant fail to leave the carpet reasonably clean at the end of tenancy?

14. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy.[3] That obligation extends to all chattels and fixtures, including the carpet. There is no requirement that any tenant have carpets professionally

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2 See section 40(1)(e)(iii) of the Act.
3 See section 40(1)(e)(iii) of the Act.

cleaned, however, that may be necessary in particular cases where carpets are soiled and/or stained.

15. The Landlord says the Tenant had one dog in the Premises, which the Landlord was aware of and consented to. The Landlord says the parties verbally agreed that the Tenant would have the carpets cleaned at the end of the tenancy due to the dog spending time inside. The Landlord says the Tenant sent the Landlord an invoice purporting to show he had paid $175 to have the carpet cleaned on 28 March 2025. However, the Landlord says when she attended the Premises on 31 March 2025 it was clear to the Landlord that the carpet had not been cleaned as there was a noticeable odour. The Landlord says the invoice produced by the Tenant was “bogus” and produced by the Tenant’s partner.
16. The Landlord arranged carpet cleaning which was carried out on 3 April 2025, at a cost of $299. An invoice for that amount was filed in support. The Landlord seeks compensation of the full amount from the Tenant.
17. I am satisfied the Landlord has proved the carpet had an odour on 31 March 2025 which is most likely a result of a dog being inside the Premises during the tenancy. While I accept that evidence, I was not presented with evidence to show there were any stains on the carpet. The Landlord says the carpet was black and therefore any stains would not show up.
18. Given the limited evidence provided, I consider it appropriate that the Tenant pay $150 compensation, being half the actual cost incurred, to the Landlord for their failure to leave the carpet reasonably clean.

Are the Tenants liable for the cost of repairing damage to interior walls in the Premises?

19. 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.[4]
20. 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).[5]
21. 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). Where

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4 See sections 40(2)(a), 41 and 49B of the Act.
5 See section 49B(3)(a) of the Act.

insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage.[6]

22. The Landlord says the Tenant caused damage to the hallway wall and the bedroom wall during the tenancy. The Landlord produced photos taken on 31 March 2025 which show gouge marks in the wall of the hallway, and some damage to the wall beneath the window in the bedroom.

23. The Landlord did not produce evidence to show the condition of the interior walls at the start of the tenancy, however, I am satisfied the Landlord has proved the Tenant has accepted the damage was caused during the tenancy. The Landlord says when she asked the Tenant about the damage to walls, he stated the movers caused the damage. In support, the Landlord produced a text-message conversation between the Landlord and the Tenant's mother on 8 April 2025 in which the Tenant's mother stated, "Minor scratch in hallway done by removal company getting bed." I accept that as evidence the damage occurred while the Tenant was moving out.

24. Given tenants are liable for the actions of people at the premises with their permission,[7] the Tenant is liable for damage caused by movers removing his furniture. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

25. The Landlord says she had insurance for tenant damage. The Landlord enquired with her insurance company and was told the claim for damage to the bedroom wall and hallway wall would be treated as two claims, with each having a $400 excess. The Landlord says she chose not to make an insurance claim given the actual cost was only slightly above two excesses of $400 each.

26. As the Landlord has not proved the insurance moneys were irrecoverable because of an act or omission of the Tenant (as opposed to the Landlord's decision not to make a claim), the Tenant's liability is limited to the applicable excess under the insurance policy. In this case, that means the Tenant's liability is limited to $800 and I make an order for that amount.

N Small
27 August 2025

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6 See section 49B(3A)(a) of the Act.
7 See section 41(1) of the Act.

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.