[2025] NZTT 5250888

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Nate Harrington, Rebecca Marie Smith

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Nate Harrington and Rebecca Marie Smith must pay [The landlord/s] $568.59 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $2,200.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Rent arrears	$2,186.71	
Cleaning	$186.88	
Repairs	$368.00	
Filing fee reimbursement	$27.00	
Total award	**$2,768.59**	
Bond	$2,200.00	
Total payable by Tenant to Landlord	**$568.59**	

Reasons:

1. The landlord attended the remote hearing.
2. The tenants did not attend the hearing by Teams video link. Telephone calls were made to the tenants on the numbers provided at the allocated hearing

time. The calls went to voicemail. The Tribunal may hear matters in the absence of a party where satisfied that notice of the hearing has been given. I am satisfied that notice of the hearing was given to the tenants.

3. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent ?

4. This was a fixed term tenancy due to end on 11 November 2025. The parties agreed to an early release of the tenants, subject to new tenants being found. New tenants were found by the landlord. This tenancy ended on 23 May 2025. The landlord provided rent records which prove the amount owing at the end of the tenancy was $2,186.71.

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

5. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.

6. The premises were in an almost new condition at the commencement of the tenancy. The landlord provided photos of the condition of the premises at the end of the tenancy showing that they had not been left reasonably clean and tidy. An invoice for $186.88 for cleaning was provided. The tenant did not leave the premises reasonably clean and tidy. The invoice is reasonable.

Is the tenant responsible for the damage to the premises?

7. 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.

8. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

9. 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 is insured. The landlord’s policy of insurance carries an excess of $500.00 on each and every claim.

10. 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.

11. 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.

12. 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.

13. The following damage was caused during the tenancy: photos were provided of areas of damage including the laundry door, bedroom wall, walk in door frame, entry wall and stairwell well. An invoice was provided for painting of $368.00. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

14. The amounts ordered are proven.

15. As [The applicant/s] has wholly succeeded with the claim I must order the tenants to reimburse the filing fee.

16. The landlord has applied for name suppression. The landlord has been wholly successful in this hearing. Suppression of the landlord’s name and details is ordered.

S Young
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.