[2025] NZTT 5233071

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Kororia Minhinnick, Samuel Cameron

Tenants

TENANCY ADDRESS: Unit/Flat 11, 12 Frostbite Place, Ranui, Auckland 0612

ORDER

1. An application for name suppression has been made and is granted. The landlord's name and identifying details are suppressed.
2. Kororia Minhinnick and Samuel Cameron must pay [The landlord/s] $3,616.50 immediately, calculated as follows:

Description	**Landlord**	**Tenant**
Rubbish removal	$1,322.50	
Pest control (cockroaches)	$161.00	
General cleaning	$640.00	
Carpet cleaning	$207.00	
Lawns and garden work	$40.00	
Repairs: door lock and window hatch	$230.00	
Repairs: hole patch and painting (front entrance)	$69.00	
Filing fee reimbursement	$27.00	
Total payable by Tenant to Landlord	**$2,696.50**	

Reasons:

Should the Tribunal proceed in the tenants' absence?

1. Only the landlord attended the hearing. The tenants were properly served with the notice of hearing using email addresses and phone numbers they had previously provided to the Tribunal Registry.
2. The Registrar attempted to contact the tenants on their known mobile numbers at the outset of the hearing after giving them some time to arrive, but no connection was made.
3. The tenants did not request an adjournment, did not appear at the hearing, and did not communicate with the Tribunal regarding participation or resolution of the matter.
4. In accordance with sections 78(1)(i) and 92(1) of the Residential Tenancies Act 1986, the Tribunal is satisfied that the tenants were properly served, and the matter may proceed in the tenants' absence.

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

5. The landlord applied for compensation following the end of the tenancy.
6. Under section 40(1)(e) of the Residential Tenancies Act 1986, tenants are required to leave the premises reasonably clean and tidy and remove all rubbish.
7. The landlord provided pre-tenancy photographs showing the property, including lawns, in a clean and tidy condition.
8. Post-tenancy photographs showed large amounts of rubbish (well over three large orange Flexi bins full) and numerous personal belongings left behind, including four mattresses and couches, as well as overgrown lawns.
9. Invoices were provided for rubbish removal, cleaning, lawn care, and pest control services.
10. Although there were no photographs specifically showing evidence of cockroach infestation, the Tribunal accepts the need for pest control considering the other evidence showing the general condition of the premises and the supporting invoice.
11. Based on the evidence provided, the Tribunal finds that the tenants did not meet their obligations under section 40(1)(e). The premises were not left reasonably clean and tidy, and all rubbish was not removed.
12. All amounts claimed in relation to cleaning, rubbish removal, pest control, and related matters are proven and are ordered.

Is the tenant responsible for the damage to the premises?

13. Under sections 40(2)(a), 41, and 49B of the Residential Tenancies Act 1986, a landlord must prove that damage occurred during the tenancy and that the damage is more than fair wear and tear.
14. If this is established, the onus shifts to the tenant to prove that the damage was not caused carelessly or intentionally.
15. If the damage is careless and covered by insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent, in accordance with section 49B(3)(a).
16. If the damage is not covered by insurance, the tenant's liability is limited to four weeks' rent or market rent under section 49B(3)(b).
17. Where damage is intentional or results from an imprisonable offence, full liability applies under section 49B(1).
18. Intentional damage occurs when a person deliberately causes damage, or does something knowing that damage is a certain consequence (see *Guo v Korck* [2019] NZHC 1541).
19. The landlord provided evidence of damage caused during the tenancy, including:
    a. Staining throughout the carpet requiring extensive cleaning;
    b. A broken door lock and window hatch requiring replacement; and
    c. A hole in the wall at the front entrance requiring patching and painting.
20. Photographs showing the condition of the property before and after the tenancy were provided in support of the claims, except in the case of the locks. However, considering the other proven issues and supporting invoices, the Tribunal accepts the claimed repair costs as credible and reasonable.
21. The Tribunal finds that the damage is more than fair wear and tear and that the tenants have not disproved their liability.
22. The claimed repair amounts are proven and are ordered.
23. In determining the amount to be awarded, the Tribunal has considered principles of betterment and depreciation. The landlord should be restored to the position they would have been in had the tenancy obligations been met, but not placed in a better or worse position.
24. The landlord also sought compensation for damage to ceilings and walls, supported by a general quote in the amount of $920.
    a. No specific quotes were provided for patching, sanding, and repainting particular areas.
    b. The ceilings have since been painted, but the landlord was unable to produce an invoice for that work.

c. The walls remain unpainted. However, the quality of photographs provided was insufficient to prove the state of the walls or to link the damage to the tenants.

d. As a result, this portion of the claim was discussed with the landlord during the hearing and will not be considered due to the lack of evidence. The landlord may pursue this claim again if appropriate evidence becomes available and chooses to.

Filing fee and name suppression

25. As the landlord has substantially succeeded in the claim, the:

a. tenants must reimburse the Tribunal filing fee of $27; and

b. landlord's application for name suppression is granted.

P Singh
01 September 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.