[2025] NZTT 5092918

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	Ray Metro Property Management Limited As Agent For Garry & Sarah Barnes Landlord
RESPONDENT:	[The respondent/s] 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 tenants' name and identifying details.
2. [The tenant/s] must pay Ray Metro Property Management Limited as agent for Garry & Sarah Barnes $854.88 immediately, as calculated in table below:

Description	**Landlord**	**Tenant**
Carpet Cleaning	$300.00	
Cleaning	$500.00	
Rubbish removal	$583.17	
Lawns and Garden work	$651.00	
Replace furnishings: Basin	$300.00	
Painting	$830.00	
Filing fee reimbursement	$27.00	
Total award	**$3,191.17**	
Bond	$1,880.00	
Payments already made	$456.29	
Total payable by Tenant to Landlord	**$854.88**	

3. The Bond Centre is to pay the bond of $1,880.00 ([Bond number suppressed]) to Ray Metro Property Management Limited as agent for Garry & Sarah Barnes immediately.

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. The tenancy commenced in February 2020 and ended in September 2024.

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

4. 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) Residential Tenancies Act 1986 (RTA).
5. The landlord claims that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. As a result, they were required to have further general cleaning carried out at a cost of $609.50, as well as carpet cleaning (including stain removal) of $460.00 and rubbish removal totalling $583.17.
6. In addition, the landlord claims for works they say were required to the exterior gardens and lawns totalling $851.00.
7. In support of these claims, the landlord has provided photographs from before and during the tenancy, together with photographs at the end of the tenancy, and accompanying inspection reports.
8. I am satisfied that some cleaning and carpet cleaning was required, however, on review of the evidence I consider that some of the cleaning carried out likely went beyond what was required to meet the threshold of reasonably clean and tidy and some of the carpet cleaning costs were as a result of fair wear and tear. I have therefore reduced the amounts claimed to reflect this.
9. The photographs and provided invoice show that items of rubbish were left at the property and required disposal. For example, a child car seat, bucket, satellite dish. These items are not evident in the pre-tenancy inspection photographs and the amount for rubbish removal is ordered in full.
10. The evidence shows that the lawns and gardens did require some further work to meet the standard of reasonably clean and tidy; however, I have also reduced the amount ordered to reflect some items that likely went beyond this standard.
11. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. The landlord says that the tenants damaged the vanity basin and the walls during the tenancy. They say that there were several marks and holes throughout the walls that required repairs and that the vanity basin required replacement. Photographs have been provided. The landlord claims $1,030.00 for the wall repairs and $569.25 for the replacement basin. The landlord also says that there were several other items that the landlords were required to repair, including the curtains, however, they are not claiming these costs from the tenant.

19. The tenant says that although they agree with some things, they believe that some of the damage claimed is fair wear and tear and reflective of a 4.5-year tenancy with young children.

20. I have reviewed the evidence provided and, in my view, some of the marks on the walls were likely fair wear and tear, however, some appear to be more than

that and are likely careless. I have therefore awarded a reduced amount of $830.00 for the wall repairs.

21. The basin was estimated by the tenants to be around 15 years old. The landlord said it was not new, but also not that old, although they were unable to give an exact age.

22. The basin was not new and although I accept it is difficult to age accurately, the amount awarded is reduced to $300.00 to reflect the likely depreciation.

23. The following damage was caused during the tenancy: damage to the walls and the vanity basin. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

24. The amounts ordered are proved.

25. I have considered betterment and depreciation. The landlord should 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 depreciation, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

26. Because Ray Metro Property Management Limited As Agent For Garry & Sarah Barnes has wholly succeeded with the claim I must reimburse the filing fee.

Suppression

27. The tenants sought name suppression. The tenants were successful in reducing some of the amounts claimed against them. I am also satisfied that the reasons advanced by the tenants with respect to privacy and career ventures show that the interests of the tenants outweigh that of the public interest in naming and so the tenants' names are suppressed. The landlord did not seek name suppression. See section 95A of the RTA.

R Harvey-Lane
23 June 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 for the payment of less than $1000
- a final order to undertake work worth 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.