[2025] NZTT 5173046

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: Erana Ezmeralda Rang Wilson

Tenant

TENANCY ADDRESS: 18E Fyfe Avenue, Papatoetoe, Auckland 2025

ORDER

1. Erana Ezmeralda Rang Wilson must pay Kāinga Ora–Homes And Communities $2,261.89 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Cleaning	$678.61	
Rubbish removal: Exterior	$656.48	
Rubbish removal: Interior	$302.74	
Repairs: 3 x wall holes	$194.31	
Repairs: Replace door	$246.03	
Repairs: 2 doors - hole patching	$183.72	
Total award	**$2,261.89**	
Total payable by Tenant to Landlord	**$2,261.89**	

Reasons:

1. The landlord attended the hearing, set down to be conducted via video conference. There was no entry into the conference by the tenant, nor any prior contact with the Registry. A call to the tenant were attempted but unsuccessful. I was satisfied adequate service had completed and I continued with the hearing after the call went unanswered.
2. The landlord has applied for compensation following the end of the tenancy.

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

3. 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.
4. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
5. The landlord provided an extensive set of entry and exit photos to support the need at exit for cleaning throughout as well as the removal of items and rubbish from both inside and outside (I note the outside rubbish was placed in discrete piles for ease of later removal). The costs as claimed as accepted.
6. The amounts ordered are proved.

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 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.
9. 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.
10. 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.

11. The following damage was caused during the tenancy:

    a. *Holes in walls:* The landlord claimed the cost of repairing four holes. The cost per hole was $64.77. Only three holes were evidenced in the photos and the awarded amount reflects the cost of three repairs at the per hole cost ($194.31).

    b. *Holes in doors:* One wardrobe and one bedroom door has single holes that required repair. Photos evidenced the damage and the cost of repair per hole of $91.86 is considered reasonable ($183.72).

    c. *Door replacement:* One door had several holes such that replacement rather than repair was required. The replacement cost was $246.03 (door and installation). The need for replacement was evidenced in photos and the cost of $246.03 is considered reasonable.

12. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. There is no depreciation to be applied to the replacement door.

13. The claim for a broken hob was withdrawn by the landlord.

14. The amounts ordered are proved.

M Brennan
08 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.