[2025] NZTT 5293481

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Csi Property Management Limited As Agent For Mar Krishna Investments Ltd Landlord
RESPONDENT:	Ratu Naqau, Mele Latu Tenant
TENANCY ADDRESS:	75 John Walker Drive, Manurewa, Auckland 2102

ORDER

1. Ratu Naqau and Mele Latu must pay Csi Property Management Limited As Agent For Mar Krishna Investments Ltd $2,330.59 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent arrears from 18 September 2023 to 29 April 2025	$638.58	
Rubbish removal	$862.50	
Water rates: from 18 September 2023 to 29 April 2025	$802.51	
Filing fee reimbursement	$27.00	
Total award	**$2,330.59**	
Total payable by Tenant to Landlord	**$2,330.59**	

2. All other claims are dismissed.

Reasons:

1. Both parties attended the hearing. Ms Latu represented the tenants. Mr Naqau emailed immediately before the hearing asking for an adjournment but it was

too late to make other arrangements. I decided to have the hearing with the landlord and Ms Latu.

2. The landlord has applied for arrears, compensation, and reimbursement of the filing fee following the end of the tenancy.
3. The claim for rent arrears with the previous property manager was withdrawn at the hearing after my advice that this claim needs to be brought by the owner.

How much is owed for rent and water rates?

4. The tenancy ended on 29 April 2025. The landlord provided rent records and water rates invoices which prove the amount owing at the end of the tenancy.
5. The tenant submitted that there was an agreement that the water would be $30 a week and this was recorded in the tenancy agreement. I have read the clause which allowed the tenants to pay $30 a week so that there was a credit each month when the water rates bills were due. I find this clause did not change the tenants' responsibility to pay for all the water used exclusively by them during the tenancy.
6. The amounts ordered are proved.

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

7. Tenants must return the premises in a reasonably clean and tidy state and remove their rubbish at the end of the tenancy. See section 40(1)(c) and (e)(iii) Residential Tenancies Act (RTA).
8. The RTA does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable, not on the subjective opinions of the landlord and tenant. There is no scientific way to determine what is reasonably clean and tidy, and the Tribunal must evaluate the evidence available, and in particular inspection reports and photographs.
9. The landlord provided me with good photos taken at the end of the tenancy, however the landlord could not tell me the date the photos were taken. This is relevant because the tenants believed other people added rubbish outside the house after the tenancy ended. The tenants also left furniture and some rubbish in the garage. I have considered the photos and I find the amount claimed is reasonable for removing the items from the garage, which means the tenants are not paying for any rubbish that could have been added after the last day. The claim is proved and allowed.
10. The tenants did not return the back door key and there is a claim for replacing a lock. The tenants said the back door lock was hard to use during the tenancy

and this was never repaired, despite telling the landlord about the need for maintenance. I find there is a chance the lock was replaced because of the deferred maintenance, and maintenance is a landlord's responsibility. This claim is dismissed.

Other orders

11. Because the landlord has substantially succeeded with the claim I have reimbursed the filing fee.
12. The tenants made an application for suppression, asking for privacy for the family. The Tribunal may, on the application of any party to proceedings or on its own initiative, order that the name of a party not be published, having regard to the interests of the parties and to the public interest. See section 95A RTA.
13. I have weighed the public interest against the request for privacy. I find the public interest in the tenants' names when money is owed at the end of the tenancy justifies the publication. The application for suppression is not allowed.

K Koller
09 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.