[2025] NZTT 5297005

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Christine Gago

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 name and identifying details.
2. Christine Gago must pay [The landlord/s] $3,012.29 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears	$5,259.86	
Carpet cleaning	$550.00	
Cleaning (part)	$150.00	
Rubbish removal	$221.43	
Filing fee reimbursement	$27.00	
Total award	**$6,208.29**	
Bond (with landlord)	$3,196.00	
Total payable by Tenant to Landlord	**$3,012.29**	

Reasons:

1. The landlord attended the hearing, set down to be conducted via video. The tenant did not enter but answered a call as later made.
2. The landlord has applied for rent arrears, compensation and reimbursement of the filing fee following the end of the tenancy. The bond has already been released to the landlord and it is applied against the debt in this order.

How much is owed for rent?

3. The tenancy ended on 19 May 2025 after a tenant failure to adhere to a prior conditional termination order term requiring regular payments towards rent and the debt. Termination and possession returned to the landlord after that failure. The landlord provided rent records which prove the amount owing at the end of the tenancy.
4. The tenant acknowledged the rent arrears and agreed with the total as sought.

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, 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.
6. The tenant did leave most of the premises reasonably clean and tidy but some localised areas were missed.
7. There were some items left behind and minor rubbish.
8. The carpets required a commercial clean.
9. The landlord provided photos and invoices in support of the claims. I deal with each in turn.

Cleaning

10. The landlord provided an invoice and supporting photos to support the claim for cleaning costs of $221.32 (the amount was adjusted down from the total invoice at the hearing by the applicant).
11. The statutory requirement is that tenants leave the premises in a reasonably clean and reasonably tidy condition. The RTA allows for fair wear and tear. A tenant is not required to leave a property spotless or even in a condition where the landlord would be happy to rent it out to a new tenant. What is required is that premises including the stove and bathroom fittings are cleaned and all personal items removed. A tenant is not required to rigorously clean all walls,

ceilings lightshades, skirtings, behind appliances or the outside of the house. It is common that a landlord wishes to clean to this “extra” level so that they can re-tenant or sell. However, that is a business decision that a landlord makes at their cost.

12. The tenant accepted she had failed to clean the kitchen, specifically the oven and some cabinetry. The dishwasher had the extractor filters in it, requiring them to be reinstalled. Some rubbish was not removed or smaller rubbish bins not emptied. She disputed the need for further cleaning of the bathroom as conducted, particularly the toilet and shower.

13. Having considered the evidence and submissions, I accept further cleaning was required but consider dome was above the requirement minimal. On balance, I have awarded $150.00 of the invoiced cost to reflect those areas were the tenant remained liable.

Items/rubbish removal

14. Possession was returned under enforcement and time constraints meant the tenant failed to remove four large bin drums and a large trampoline (assembled). Some other minor items were also removed by the contractor but the bulk of the effort was for dealing with these larger items. The landlord provided an invoice for the cost of the removal and disposal of these items left. The amount was adjusted down from the invoice total to $221.43 by the applicant at the hearing.

15. The items were left by the tenant and a cost to the landlord incurred in removing and disposing of them. The cost is reasonable and awarded.

Carpet cleaning

16. The tenant did not dispute the carpet required cleaning and accepted liability for the cost of $550.00 as sought. This is awarded in full.

Filing fee

17. Because [The applicant/s] has substantially succeeded with the claim I have reimbursed the filing fee.

Suppression

18. Section 95A RTA states regarding suppression orders that the Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party’s name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party’s conduct or any other circumstances of the case.

19. Further, the Tribunal may, on the application of any party to proceedings or on its own initiative, having regard to the interests of the parties and to the public interest, order that all or part of the evidence given or the name or any identifying particulars of any witness or party not be published.

20. The landlord requested suppression in its application. As it has been wholly successful, suppression is ordered.

M Brennan
9 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.