TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Susan Horne

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. Susan Horne must pay [The landlord/s] $3,375.54 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Cleaning	$690.00	
Rubbish removal	$2,037.54	
Lock/key replacement	$320.00	
Window repairs	$300.00	
Filing fee reimbursement	$28.00	
Total award	**$3,375.54**	
Total payable by Tenant to Landlord	**$3,375.54**	

Reasons:

1. The landlord attended the hearing, conducted via teleconference. Two calls to the tenant went unanswered and to voicemail. After the first call went to voicemail, a brief message was left introducing myself and explaining the purpose of the call. The message concluded with the advice I would try a second time after waiting some minutes. I was satisfied adequate service had completed and I continued with the hearing after the second call also went unanswered. An alternate number was provided by the landlord but that also went to voicemail.
2. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.
3. This long tenancy (of almost ten years) ended on 9 June 2025 via a Tribunal order for termination and monetary orders made that same day. That order is under enforcement. It is not joined to this order.

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.
5. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
6. The landlord provided a series of photos that evidence significant abandonment of items as well as rubbish throughout the premises by the tenant. The high invoice cost of $2,037.54 reflects the extent of effort evidenced in the photos. The cost is reasonable and is awarded in full. A deep clean was required after this. The invoice for $690.00 appears reasonable given the poor condition of the premises.
7. The tenant did not return the keys. Two locks required replacing at a cost of $320.00. This cost was evidenced by an invoice.
8. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

9. 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.

10. A front door window was broken and covered with cardboard and tape. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
11. The amount claimed of $300.00 is established by an invoice and proven by a photo.

Filing fee

12. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee.

Suppression

13. 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.
14. 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.
15. The landlord requested suppression in its application. As it has been wholly successful, suppression is ordered.

M Brennan
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.