[2025] NZTT 5303185

TENANCY TRIBUNAL AT PORIRUA | TE TARAIPIUNARA RETIHANGA KI PORIRUA

APPLICANT: Te Ahuru Mowai Limited Partnership

Landlord

RESPONDENT: Chantelle Harris-Pelu

Tenant

TENANCY ADDRESS: 85 Owhiti Street, Titahi Bay, Porirua 5022

ORDER

1. Chantelle Harris-Pelu must pay Te Ahuru Mowai Limited Partnership $6,360.99 immediately, calculated as shown in table below.

Description	**Landlord**
Curtain replacement depreciated	$2,077.62
Replace smoke alarms	$270.90
Replace furnishings: light fittings	$930.16
Replace furnishings: door stops	$109.84
Repairs: kitchen handles	$41.74
Repairs: security stay	$58.97
Repairs: damaged architrave	$57.72
Repairs: holes in walls	$328.50
Window repairs	$421.66
Painting	$436.55
Skip hire	$430.00
Carpet Cleaning	$327.60
Remove dog faeces	$500.00
Rubbish removal	$430.00
Oven/stove cleaning	$148.28
Lawns	$111.45
Filing fee reimbursement	$28.00
Total award	**$6,708.99**
Bond	$348.00
Total payable by Tenant to Landlord	**$6,360.99**

2. The Bond Centre is to pay the bond of $348.00 (BN-00003846) to Te Ahuru Mowai Limited Partnership immediately.

Reasons:

1. Only the landlord 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.

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. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1)(ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.
4. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish. There was a considerable amount of work required because the tenant allowed her three dogs to defecate in the premises and on curtains removed and put on the floor. There was a substantial amount of rubbish left at the premises. A skip bin was required. The lawns had not been mowed. The oven was not clean.

Is the tenant responsible for the damage to the premises?

5. 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.
6. The following damage was caused during the tenancy: curtains, light fittings and smoke alarms removed, a window was broken, there were patched holes in walls that required repair, some window hardware and an architrave was damaged. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
7. The amounts ordered are proved.
8. I have taken into account betterment and depreciation regarding the curtains – 91/96ths of the cost of replacement.

Filing fee

9. Because the landlord has been partly successful with the claim the filing fee of $28.00 is ordered to be paid by the tenant.

B Smallbone
10 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.