TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Marama Wade

Tenant

TENANCY ADDRESS: 781 Wharehine Road, Wharehine, RD 3, Wellsford 0973

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. Marama Wade must pay [The landlord/s] $2,902.00 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Oven replacement (depreciated)	$1,275.00	
Cleaning	$800.00	
Rubbish removal	$800.00	
Filing fee reimbursement	$27.00	
Total award	**$2,902.00**	
Total payable by Tenant to Landlord	**$2,902.00**	

3. The tenant's application is dismissed for non-attendance.

Reasons:

1. The landlords attended the hearing at the scheduled hearing time. There was no appearance by the tenant. The hearing of the landlord's application continued in the absence of the tenant.
2. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.

3. The house is a two-level, 3-bedroom dwelling dating back to circa 1929. The is an ensuite upstairs and a bathroom/toilet downstairs. The landlords have owned the property for approximately 22 years.
4. The tenants vacated the property on 5 March 2025. The rent of $720.00 per week included power.

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. 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.
6. The landlord claims that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
7. The landlord provided photographic evidence of the condition of the property at the end of the tenancy. The evidence clearly confirms significant rubbish, junk and other belongings left behind by the tenants. The premises also required extensive cleaning. The landlord claims that it took approximately two weeks to clean the property.
8. The landlord had to remove the rubbish and junk. They did not hire a jumbo bin to remove everything but instead spent significant time using their own vehicles to remove all items from the property. They claim for their time to remove everything left behind by the tenants. They also had family and friends help them.
9. Although the applicant has not provided an invoice for the cleaning and rubbish removal costs, I am satisfied on the balance of probabilities that the cleaning was necessary and that the claimed amounts are reasonable.
10. The applicant has provided credible evidence, including photographs of the condition of the premises at the end of the tenancy and a detailed breakdown of the cleaning and rubbish removal undertaken.
11. In these circumstances, I am satisfied that the applicant has incurred a genuine loss and that the amount claimed reflects a reasonable cost for the work required. Accordingly, the claim for cleaning and rubbish removal costs is allowed.
12. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

13. 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.

14. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

15. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

16. 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.

17. 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.

18. 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.

19. The landlord says that the tenant damaged the oven. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

20. The landlord provided photographic exit inspection photos taken on or about 6 March 2025. The landlord stated during the hearing that they replaced the stove in August 2022 with a brand-new stove purchased from United Appliances. The cost of this replacement stove was $1699.00 and lasted approximately two years before it had to be replaced due to damage.

21. The landlords claim the amount of $1699.00 minus depreciation. The landlord also provided a report from United Appliances dated 23 January 2025 confirming the damage to the stove. I am satisfied that the tenants are responsible for the damage to the stove. I have also sighted the invoice for the new stove from United Appliances dated 8 August 2022.

22. The landlord has claimed compensation for damage to the stove, which was only two years old at the start of the tenancy. The evidence provided, including

photographs and a damage report, establishes that the damage was beyond fair wear and tear and occurred during the tenancy. Given the relatively new age of the stove, I am satisfied that the landlord has suffered a genuine loss. Applying the Tribunal's depreciation guidelines, a two-year-old stove retains most of its value, and the landlord is entitled to compensation based on the reasonable cost of repair or replacement, less any appropriate allowance for depreciation.

23. Accordingly, the claim for damage to the stove is allowed.

24. I have taken into account betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

25. The remaining claims relating to vacated repairs, damage to water tank and sub letting without permission are dismissed for want of evidence.

26. Because [The applicant/s] have had some success with the claim I will reimburse the filing fee.

27. 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 – section 95A Residential Tenancies Act.

28. The landlord applied for a name suppression order. They have partly succeeded with their application and for this reason I allow their request for name suppression.

M Manhire
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.