[2025] NZTT 5314839

TENANCY TRIBUNAL AT DUNEDIN | TE TARAIPIUNARA RETIHANGA KI ŌTEPOTI

APPLICANT: Dpm Property Group Limited As Agent For Aki Seiuli

Landlord

RESPONDENT: Lee Levy, Norman Levy

Tenant

TENANCY ADDRESS: 35 Norman Street, Tainui, Dunedin 9013

ORDER

1. Lee Levy and Norman Levy must pay Dpm Property Group Limited As Agent For Aki Seiuli **$2,899.99** immediately, calculated as shown in table below.
2. This order incorporates the mediated agreement made on 9 May 2925 under application 5243192.
3. The Bond Centre is to pay the bond of $2,340.00 (5950907-006) to Dpm Property Group Limited As Agent For Aki Seiuli immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 10/6/2025	$2,107.14	
Cleaning	$641.12	
Lock/key replacement	$42.00	
Repairs	$1,333.65	
Lawns & garden work & rubbish removal	$708.40	
Replacement mirror & garment rack	$248.00	
Replacement shower hose	$131.68	
Filing fee reimbursement	$28.00	
Total award	**$5,239.99**	
Bond	$2,340.00	
Total payable by Tenant to Landlord	**$2,899.99**	

Reasons:

1. The landlord attended the hearing.
2. Unfortunately, the Tribunal was unable to contact either tenant by telephone.
3. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

4. The tenancy ended on 10/6/2025. The landlord provided rent records which prove the amount owing at the end of the tenancy.
5. On 9/5/2025 parties agreed on the amount of arrears owing to 14/5/2025. The previous agreement is incorporated into this order for enforcement purposes.

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

6. 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.
7. The landlord claimed compensation of $1,639.52 as follows:
    a. $42.00 for replacement keys,
    b. $533.31 for cleaning,
    c. $107.81 for cleaning of whiteware,
    d. $708.40 for gardening, rubbish removal and tip fees,
    e. $119.00 for a missing mirror,
    f. $129.00 for a missing garment rack.
8. In support of the claim the landlord provided exit photographs taken on 12/6 and 16/6/2025, invoices and emails between the parties about the state of the premises.
9. I am persuaded by the evidence that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
10. The tenant did not return the keys.
11. There was a mirror and garment rack chattels missing at the end of the tenancy.
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. The landlord claimed compensation of $1,465.33 as follows:
    a. $131.68 for a broken shower hose,
    b. $1,333.65 for repairs to walls in the hallway, lounge and laundry and rehanging doors.
15. Exit photographs and invoices were provided to support the claim.
16. The landlord did not suggest any of the damage was intentional.
17. 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.
18. 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.
19. I am satisfied damage was caused during the tenancy to the shower hose and various walls.
20. The damage is more than fair wear and tear.
21. The amounts ordered are proved.
22. As Dpm Property Group Limited As Agent For Aki Seiuli has wholly succeeded with the claim I must award the filing fee.
23. The landlord did not ask for name suppression.

J Wilson
11 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.