TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Click Property Management Limited As Agent For Tyler Rudolph & Rachel Hadlow Landlord
RESPONDENT:	Georgia Rose Lambert, Kaitlin Boddie, Jessica Clayton, Bryar Staladi Tenant
TENANCY ADDRESS:	59 Cannington Road, Maori Hill, Dunedin 9010

ORDER

1. Georgia Rose Lambert, Kaitlin Boddie, Jessica Clayton and Bryar Staladi to pay Click Property Management Limited As Agent For Tyler Rudolph & Rachel Hadlow $325.00 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $3,200.00 (5951349-012) immediately apportioned as follows:

Click Property Management Limited As Agent For Tyler Rudolph & Rachel Hadlow:	$325.00
Georgia Rose Lambert, Kaitlin Boddie, Jessica Clayton and Bryar Staladi:	$2,875.00

Description	**Landlord**	**Tenant**
Cleaning	$75.00	
Repairs	$250.00	
Total award	**$325.00**	
Bond	$325.00	$2,875.00

Reasons:

1. Both parties attended the video hearing.
2. The tenants were represented by Kaitlin Boddie and Georgia Lambert.
3. The tenants applied to the Tribunal for release of the bond and reimbursement of their filing fee following the end of the tenancy.
4. 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?

5. At the end of the tenancy, the tenant must leave the premises reasonably clean and tidy, See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
6. The tenants did not leave the premises reasonably clean and tidy. The tenants agreed that the modest cleaning fee of $75.00 was appropriate. The tenants are ordered to pay compensation of $75.00.

Is the tenant responsible for the damage to the premises?

7. 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.
8. 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.
9. 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. The landlord is insured. The landlord’s policy of insurance carries an excess of $300.00 on each and every claim.

10. 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.

11. 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.

12. 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.

13. The Landlord says that the walls in two bedrooms were damaged during the tenancy. The landlord provided photos of the two bedrooms which were taken at the commencement of the tenancy. There is no apparent damage to the walls in those photos.

14. The landlord provided photos taken after the end of the tenancy. The photos show some minor damage in both bedrooms 3 and 4. The landlord provided an invoice for painting and repairs of $589.00.

15. The tenant was unable to provide any evidence to indicate that the damage had occurred prior to the tenancy commencing. The tenant said that the damage shown in the photos was due to fair wear and tear.

16. A tenant is not liable for fair wear and tear, meaning damage during ordinary use. The District Court has held that "*mere use of the premises will by the law of inevitability produce a deterioration in condition… where a landlord proves the existence of damage, the landlord should also assume a burden of proof to exclude fair wear and tear. If a tenant raises a plausible explanation that points to fear wear and tear as an explanation, the landlord will fail in the claim*."

17. Having reviewed the photos provided by the landlord, I consider that the damage to the walls in the two bedrooms has been caused in part by the careless actions of the tenants in affixing and removing "command hooks" and in part as a result of fear wear and tear. In those circumstances, I consider that a reasonable award of compensation for the careless damage (excluding fair wear and tear) is $250.00.This sum is less than the excess on the landlord's insurance policy The tenants are ordered to pay compensation of $250.00.

18. The amounts ordered are proven.

19. Both parties have applied for reimbursement of their filing fee. Both parties have achieved a degree of success in this matter and as a result I make no order for the reimbursement of the filing fee.

20. Neither party applied for name suppression.

S Young
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.