[2025] NZTT 5271379

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT:	[The applicant/s] Landlord
RESPONDENT:	Blake Walker Tenant
TENANCY ADDRESS:	Unit/Flat 5A, 24 Airedale Street, Auckland Central, Auckland 1010, St Pauls Apartments

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the applicant's name and identifying details.
2. Blake Walker must pay [The landlord/s] $2,010.42 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $2,400.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 10/04/2025	$971.43	
Cleaning	$747.50	
Repairs & Rubbish Removal	$2,246.79	
Carpet Cleaning	$167.70	
Advertising Fee	$250.00	
Filing fee reimbursement	$27.00	
Total award	**$4,410.42**	
Bond	$2,400.00	
Total payable by Tenant to Landlord	**$2,010.42**	

Attendance:

1. The applicant attended the hearing in Auckland. The Respondent did not attend.

Background:

2. The applicant states that this was a fixed-term tenancy that ended on 10 April 2025. They advise that, within the required timeframes, the respondent notified them that the tenancy would not be continued. The applicant further states that at the conclusion of the tenancy, the property was not left in a clean and tidy condition as required by the RTA. They also allege that the property was carelessly damaged and that the respondent failed to return the keys.
3. The applicant seeks the following:
   a) Rent arrears of $971.43 to 10 April 2025
   b) $747.50 for cleaning
   c) $2,246.79 for repairs and rubbish removal
   d) $167.70 for key replacements
   e) $250.00 for advertising fees incurred during the tenancy
   f) $27.00 for the application filing fee

Rent Arrears:

4. The applicant has provided rent records confirming the amount owing to 10 April 2025. I am satisfied that these records are accurate and award rent arrears accordingly.

Cleaning Costs:

5. The applicant has provided photographs showing the condition of the property at the conclusion of the tenancy. These indicate that the property fell well short of the reasonably clean and tidy standard, in breach of the respondent's obligations under section 40(1)(e)(iii) of the Residential Tenancies Act 1986. I therefore award the cleaning fee accordingly.

Rubbish Removal and Repair Invoice:

6. The invoice for repairs also includes charges for rubbish removal. The photographs show that rubbish remained at the tenancy address, in breach of section 40(1)(e)(iii) of the Residential Tenancies Act 1986. I therefore accept that the tenant is liable for that part of the invoice.
7. The photographs further demonstrate that the property sustained damage corresponding to the items charged for on the invoice, in breach of the tenant's obligations under section 40(2)(a) of the Act. The tenancy agreement records that the landlord is not insured, and the claim is for less than four weeks' rent in relation to damage. I therefore award the amount sought for the repairs and rubbish removal invoice.

Key Replacement:

8. The applicant states that the respondent did not return the keys to the property. They have provided invoices for the replacement of three fobs and evidence of the claim for three keys. The applicant further explains that three sets were provided to the respondent at the beginning of the tenancy and that these were not returned. This is a breach of the tenant's obligations under section 40(1)(e)(iv) of the Residential Tenancies Act 1986. I therefore award the claim for the replacement of the keys.

Advertising Costs:

9. The applicant has made a claim of $250.00 for TradeMe advertising fees. They explain that during the tenancy, the respondent requested an early release, and an agreement was reached that the respondent would cover the advertising costs. The landlord states that the TradeMe charge for listing the property was $250.00.

10. After the property was advertised, the applicant explained that the respondent negotiated a variation reducing the rent to $600.00 from $850.00 on the understanding that they would also pay the advertising costs incurred. The applicant has provided emails indicating that the respondent accepted this arrangement and proposed a payment plan to cover the cost.

11. I am satisfied, on the balance of probabilities, that the applicant's account is accurate. I therefore award the claim for $250.00 accordingly.

Filing fee and suppression:

12. Because the applicant has been entirely successful with the application, I award the application filing fee. On the same basis, I also grant their request for suppression.

H Ben Fayed
17 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.