[2025] NZTT 5304543

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: A J Mcpherson & Associates Limited As Agent For P & E Stegeman

Landlord

RESPONDENT: Edlyn Unverferth, Matthew Joseph Hill

Tenant

TENANCY ADDRESS: Unit/Flat 3, 267 Pages Road, Wainoni, Christchurch 8061

ORDER

1. Edlyn Unverferth and Matthew Joseph Hill must pay A J Mcpherson & Associates Limited As Agent For P & E Stegeman $62.96 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $1,100.00 (3194317-023) to A J Mcpherson & Associates Limited As Agent For P & E Stegeman immediately.

Description	**Landlord**	**Tenant**
Cleaning	$200.00	
Carpet Cleaning	$184.00	
Cleaning: -Curtains	$696.33	
Light bulbs/batteries	$54.63	
Filing fee reimbursement	$28.00	
Total award	**$1,162.96**	
Bond	$1,100.00	
Total payable by Tenant to Landlord	**$62.96**	

3. The balance of the claim is dismissed.

Reasons:

1. Both parties attended the video hearing.
2. The landlord has applied for compensation, payment of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. For ease of reference, I will refer to the parties in the singular.

RELEVANT LEGAL CONSIDERATIONS

4. The relevant law that applies is found in the Residential Tenancies Act 1986 ("RTA**"**).
5. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations.
6. That includes a requirement that the applicant, establish their claims on the balance of probabilities. The balance of probabilities means more likely than un-likely, or in mathematical terms, has a fractionally more than 50% likelihood.
7. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely. This obligation carried by the applicant is referred to as the "burden of proof". Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.
8. As noted by the District Court in *Kaipo v Clarke & McCarthy* (DC) TT233/02, in practical terms this means that: … "[L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence."
9. The Tribunal may award compensation to a party for losses arising from a proven breach or breaches by the other party of their statutory responsibilities under the RTA. Compensation is generally awarded for actual losses and sometimes for less tangible effects of proven breaches such as a loss of enjoyment of the tenancy and the accompanying stress and anxiety.

TENANT'S OBLIGATIONS

10. At the end of the tenancy the tenant must:
    a. remove all his or her goods from the premises,[1]
    b. leave the premises (including the land provided with the premises) reasonably clean and tidy, [2]
    c. remove all rubbish, [3]
    d. return all keys and security devices, [4]
    e. leave all chattels provided for their benefit. [5]
    f. replace worn out smoke alarm batteries during the tenancy.[6]
    g. replace standard light bulbs.

CLEANING AND RUBBISH REMOVAL

11. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean.
12. The Tribunal will also consider factors such as the length of the tenancy, and the general condition of the premises (for example, surfaces that are new and in a good condition will be easier to clean than older and worn surfaces, particularly with paint work).
13. Reasonably clean means clean to the standard an average, reasonable bystander would consider reasonable.[7] Reasonably clean does not mean commercially clean.[8] Reasonably clean does not mean spotless to a hotel or motel standard.[9]
14. There is no requirement that each and every individual item in the premises be left "reasonably" clean and tidy, only an overall obligation in relation to the

[1] See section 40 (1)(e) (ii) of the RTA.
[2] See section 40 (1)(e) (iii) of the RTA.
[3] See section 40 (1)(e) (iii) of the RTA.
[4] See section 40(1)(e)(iv) of the RTA.
[5] See section 40(1)(e)(v) of the RTA.
[6] See section 40(1)(ca) RTA and Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016.
[7] *Housing New Zealand v Holloway* TT Auckland TT215/93, 8 February 1993 at page 8
[8] *Mills v Kiwi Property Care Ltd* TT Hamilton 09/01418/HN, 27 July 2009
[9] *Richards v Scully* TT Christchurch TT2043/98, 21 July 1998.

tenancy premises. The standard of “reasonably clean” anticipates that some parts of the premises may not be perfect.

15. Reasonably clean is not necessarily to the standard a landlord considers acceptable for a new tenant.[10] A landlord may often decide to clean premises to a higher standard than that required from the outgoing tenant before re-tenanting or selling; for example, by rigorously cleaning all walls, ceilings, lightshades, skirtings, window and door sills, plugs and drains, silicone edging, behind fittings and appliances, and the outside of windows and of the house. However, a landlord is only required to provide tenancy premises in a reasonable state of cleanliness[11] so the next tenant cannot insist that premises are presented to a higher standard. If a landlord chooses to do so, perhaps to attract tenants, then that is a business decision that they are entitled to make at their cost.

THIS CASE

16. The landlord claims cleaning reimbursement of $281.75, carpet cleaning reimbursement of $184.00 and curtain cleaning of $781.33.

Cleaning and carpet cleaning

17. The landlord says the premises was unclean throughout and this was a persistent issue during the tenancy which required the landlord to do more regular inspections.
18. The landlord said they were undertaking monthly inspections to manage the cleanliness issue. The landlord says the carpet had an odour at the end of the tenancy which required the carpets to be cleaned.
19. The landlord provided invoice, direct oral evidence and end of tenancy photographs in support of the claim.
20. The tenant disputed that the premises was not reasonably clean and tidy or that they caused any odour in the premises and said there was a smell at the start of the tenancy that never fully went away.
21. In reviewing the photographs and considering the oral evidence provided, I find the tenants did not leave the premises reasonably clean and tidy.
22. However, I acknowledge that the premises is old and that surfaces were worn and would have been difficult to clean. I therefore make a deduction to the cleaning costs to reflect this.

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[10] *Ace Property Management Ltd v Owens* DC Wellington CIV -2008-1441, 17 December 2008
[11] See section 45(1)(a) RTA.

23. The landlord should therefore expect to bare some of the cost of cleaning the premises at the end of the tenancy, having regards to the nature of the premises.
24. I therefore make orders of compensation as follows: **$200** for cleaning and **$184** for carpet cleaning. I consider this reasonably reflects the tenant's breach in terms of cleanliness.
25. The amounts ordered are proved.

Curtain cleaning

26. The landlord claims compensation for curtain cleaning of $781.33.
27. The landlord provided an invoice, direct oral evidence, pre -tenancy and post-tenancy photographs in support of the claim.
28. The landlord says the curtains were mouldy and had spider nests on them. The landlord says the mould issue was the result in inconsistent ventilation of the premises by the tenants.
29. The tenant says that the property had an issue with moisture ingress which caused the property to be damp. The tenant says this is why the curtains were mouldy.
30. The tenant's also say the curtains were in a poor state of repair at the start of the tenancy.
31. Mould is fungal growth that requires moisture, oxygen, warmth, and darkness to grow. Mould will grow where humidity is high. High levels of condensation contribute to the growth of mould. To prevent mould, surfaces must be cleaned, and excess moisture and humidity reduced.
32. The Tenancy Services website, which has good general information for tenants and landlords, says this about the parties roles in preventing mould:

> **What the landlord should do to prevent mould**
>
> Dampness is often from external sources. Check that gutters are clear, and that downpipes and drainage are working.
>
> Under the healthy homes standards, landlords will need to make sure their rental properties have efficient drainage for the removal of storm water, surface water and ground water. The drainage system must include gutters, downpipes and drains for the removal of water from the roof.
>
> If the rental property has an enclosed subfloor, a ground moisture barrier must be installed if it is reasonably practicable to do so.

Landlords are not required to install alternative moisture barriers where installation of a polythene barrier isn't reasonably practicable in the subfloor area.

What the tenant should do to prevent mould

Once you move in, you need to keep the house clean and tidy. This includes keeping it in a condition that doesn't encourage mould and damp. A well-aired, ventilated house is crucial to prevent mould.

You're most likely to have problems with damp and mould in autumn and winter. A dry, well-aired home is easier to heat and healthier for you and your family.

Open windows and doors whenever you can and open the curtains during the day.

Activities like cooking, bathing or drying clothes create moisture. To remove this from the house, open windows and use any extractor fans.

Other things you can do to prevent mould and damp are:

- keep lids on pots when cooking
- wipe condensation off walls and windows
- hang washing outside, and make sure everything's dry before putting it away
- leave wardrobes a bit open and pull beds and furniture away from walls
- keep the shower curtain hanging inside the shower or bath so water doesn't drip on the floor, and wash the curtain every few weeks
- use an electric heater rather than portable gas heaters (these release water as the gas burns)
- keep only a few plants inside
- if you have a mattress on the floor, air the mattress every day by removing the covers and lifting the mattress onto its side.

33. There is no evidence provided to me in support of the tenant raising concerns about dampness and mould in the property, therefore I do not give this much weight. The landlord said the home was compliant with the Healthy Home Standards and the tenant acknowledges it was at the start of the tenancy.

34. I consider insufficient evidence has been provided that there is a defect with the premises that has contributed to the issue of mould on the curtains.

35. I consider it more likely than not that the window and wall condensation was not regularly wiped and the tenant probably did not open the windows and doors sufficiently often enough to ventilate the premises which has contributed to mould.

36. In terms of the claim for curtain cleaning, the invoice refers to removing paint marks, however paint appears to be present on the curtains in the pre tenancy photos.[12] The tenant should not be liable for this service.

37. I therefore make order of compensation for **$696.33** for the curtain cleaning. I consider this reasonably reflects the tenant's breach in terms of cleanliness.

38. The amount ordered is proved.

LIGHT BULBS

39. The landlord claimed $109.25 to replace two light bulbs.

40. An invoice from a property maintenance firm was provided in support of the claim.

41. The landlord says they had to replace two light bulbs in the bedroom and bathroom.

42. The tenant accepts that one light was not replaced in the bathroom at the end of the tenancy. The tenant said the bedroom light bulb was missing at the start of the tenancy. The pre tenancy report confirms the bedroom was missing a light (there is a photograph of a light fixture where the bulb missing) and the tenant commented on this point at the start of the tenancy.

43. I therefore find the claim for two lights unproven as the landlord has not proven that one of the lights was installed and working at the start of the tenancy. I will award **$54.63** to reflect the cost to install one light bulb.

44. The amounts ordered are proved.

BOND

45. The bond is to be paid to the landlord immediately to offset the amount ordered.

FILING FEE

46. As the landlord has partly succeeded with the claim, I have reimbursed the filing fee of **$28**. [13]

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[12] Photograph Lounge 46 and 47 of 46
[13] See section 102 (4)(b) of the RTA.

SUPPRESSION

47. Neither party applied for name suppression.

N Bradley
22 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.