[2025] NZTT 5306679

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Irelands Real Estate Limited As The Agent For Jacqueline Crampton Landlord
RESPONDENT:	Benjamin Moody Tenant
TENANCY ADDRESS:	5 Orcades Street, Shirley, Christchurch 8013

ORDER

1. Benjamin Moody must pay Irelands Real Estate Limited As The Agent For Jacqueline Crampton $153.66 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rubbish removal: Balance after bond deducted	$153.66	
Total award	**$153.66**	
Total payable by Tenant to Landlord	**$153.66**	

2. All other applications are dismissed.

Reasons:

1. The landlord attended the remote hearing.
2. The tenant did not attend the hearing. Telephone calls were made to the tenant on the number provided at the allocated hearing time. The calls were not responded to. The Tribunal may hear matters in the absence of a party where satisfied that notice of the hearing has been given. I am satisfied that notice of the hearing was given to the tenant.
3. Despite the tenant's failure to attend the hearing, the burden of proving the claim remains with the landlord. The landlord is required to prove its claims on

the balance of probabilities. This is sometimes referred to as being more likely than not. This will often require a landlord to provide photographs of areas of damage or cleaning and invoices for the work subsequently carried out.

4. The landlord has applied for rent arrears, compensation and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent ?

5. The tenancy ended on 8 July 2025. The landlord provided rent records which prove the amount owing at the end of the tenancy was $788.57. The tenant's bond has been released to the landlord. Nothing further is owed for rent.

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 and remove all rubbish. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.

7. The tenant did not remove all rubbish. Photographs of the exterior rubbish were provided by the landlord. The photos show the substantial amounts of rubbish needed to be removed. An invoice for $1,205.09 was provided. Once the remaining bond was deducted from this amount, there remained a balance of $153.66 owing by the tenant.

8. The photos provided by the landlord show that some cleaning may have been required. A quote for cleaning was provided for $650.00. The work was not carried out by the company providing that quote. The landlord has arranged for their owner cleaners to carry out the work. No invoice was provided from those cleaners. The Tribunal is not in a position where it can simply guess at the cleaning costs incurred by the landlord. In those circumstances, the claim for cleaning is dismissed for lack of evidence.

9. The amount ordered is proven.

Is the tenant responsible for the damage to the premises?

10. 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.

11. 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 $1,200.00 on each and every claim.

12. 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.

13. 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.

14. 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.

15. The landlord claims that the carpet was damaged during the tenancy. The landlord says there the tenant's pet has caused damage to the carpet.

16. The carpet was at least seven years old, probably older. The pre tenancy inspection report provided indicates that the carpet was already stained, ripped and rippling at the start of the tenancy.

17. No evidence was provided of any attempt to clean the carpet prior to it being replaced. It may have been possible to clean the carpet, rather than simply replace it.

18. The evidence provided does not persuade me that the damage to the carpet has occurred during the tenancy, nor that it is any more than fear wear and tear. The claim is dismissed.

19. The landlord has not been wholly or substantially successful in this hearing and the application for reimbursement of the filing fee is dismissed.

THE SEAL OF THE TENANCY TRIBUNAL

S Young
23 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.