TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Tenant and Landlord name and identifying details.
2. The application by the [Landlord] for compensation of $329.02 and exemplary damages is dismissed.
3. The Bond Centre is to pay the bond of $2,148.00 ([Bond number suppressed]) to [The tenant/s] immediately.

Reasons:

1. The three tenants and the landlord all attended the hearing.
2. On 14/7/2025 the tenants applied for a refund of the balance of their bond of $2,148.00.
3. The landlord applied on 5/9/2025 for rent arrears, compensation, refund of the bond, exemplary damages and reimbursement of the filing fee.
4. The tenancy was originally for a twelve month fixed term, but by agreement the tenancy ended early on 6/6/2025.

How much is owed for rent?

5. The landlord claimed rent arrears of $666.44 and provided rent records to support the amount owing at the end of the tenancy.

6. Following receipt of the landlord's application the tenants paid the arrears.

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

7. At the end of the tenancy tenants 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. The tenant must also replace standard light bulbs.

8. The landlord claimed compensation of $329.02 as follows:

    a. $254.02 for upstairs carpet cleaning,

    b. $70.00 for two hours labour for replacing kitchen light bulbs and sponge on a mop, removing and replacing curtains, emptying rubbish bins and putting out wheelie bins,

    c. $5.00 towards damage to curtains.

9. In support of the claims the landlord provided photographs taken between 6/6/and 21/6/2025, and two carpet cleaning invoices dated 10/2 and 15/7/2025 respectively.

10. The tenants disputed that the upstairs carpets needed cleaning or that they had left rubbish in the outside bins.

11. Further the tenants explained that they had left replacement light bulbs and a sponge for the mop but did not wish to change the bulb because the light fitting was fragile, and they did not wish to damage it.

12. The tenants submitted that the curtains were in such poor condition when the tenancy started that they used their own curtains and re-hung the landlord's curtains when they vacated.

13. Before they left the tenants suggested that they had spent 6 hours cleaning.

14. In support of their position the tenants provided photographs of the state of the premises, including the upstairs carpets, when they moved in dated 8 to 10 February 2025 and exit photographs dated 5 June 2025.

15. I am not persuaded by the evidence provided by the landlord that the tenants did not leave the premises reasonably clean and tidy and did not remove all rubbish.

16. The landlord did not provide an entry inspection report of the state of the premises to assist as a baseline of the condition.

17. At best the photographs provided by the landlord only showed the possibility of stains whereas those provided by the tenants did not show stains.
18. There was evidence, which the landlord did not totally dispute, that the premises were not reasonably clean and tidy at the beginning of the tenancy.
19. Nor was an exit inspection undertaken with the tenants on the day they vacated, which would have helped clarify for both parties the matters being claimed.
20. Instead, the landlord waited for 3 months after the tenancy ended, and two months after the tenants' made their application to file her claim.
21. The landlord's claim for compensation fails.

Did the tenants deny the landlord access to the premises?

22. [The landlord/s] claims the tenants have not allowed them entry to the premises when they were entitled to enter.
23. In particular the landlord submitted that they were denied entry on 7/3, 13/3, 20/3, 21/3, and 4/4/2025 after giving the required notice.
24. On 25/3/2025 the landlord issued a 14 day notice to remedy the breach of not allowing access.
25. The landlord submitted that they felt intimidated, fearful and harassed by the behaviour of the tenants and their parents and the ensuing publicity.
26. In response, the tenants submitted that they had always allowed access to tradespeople but were worried for their safety when the landlord was constantly at the premises and did not believe the landlord needed to be there in person whenever tradespeople attended.
27. On 5/3/2025 the tenants submitted they sent an email to the landlord asking for clarification of the reasons for the access, the name of the tradesperson attending the premises, confirmation of work hours and duration of work and repairs and maintenance being undertaken.
28. A landlord may enter the premises during the tenancy with the tenant's consent, in an emergency, or after giving the required notice for inspections and repairs and maintenance. See section 48(1) and (2) Residential Tenancies Act 1986.
29. Breaching this obligation without reasonable excuse is an unlawful act for which exemplary damages may be awarded up to a maximum of $1,500.00. See section 48 (4)(b) and Schedule 1A Residential Tenancies Act 1986.
30. The evidence supports that the tenants denied access to the landlord after receiving the required notice.
31. I find the tenants committed unlawful acts on at least five occasions.

Should exemplary damages be awarded?

32. As I have found the tenants committed unlawful acts by denying access to the landlord I must consider the issue of exemplary damages.

33. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other party, and the public interest. See section 109(3) Residential Tenancies Act 1986.

34. Exemplary damages under the Act are different from compensation. The provision of such damages is designed to punish and deter; *Attorney-General (Commissioner of Crown Lands) v Little Bo Peep Sheep Company Ltd* (HC CIV 2010-412-134).

35. In making an award of exemplary damages I need to consider the four matters set out in section 109(3), the first of which is intent.

36. For intent there must be actual knowledge of the breach. In a recent case the District Court confirmed that intentional means "in the sense of deliberately and in full knowledge" *TMT New Zealand Limited TA Strata Property Management v Sweeney and Sundahl* [2021] NZDC 16182.

37. There is no dispute that the tenants intentionally denied the landlord access on numerous occasions.

38. However, the tenants did not deny access to the tradespeople the landlord had instructed to do work at the premises.

39. The definition of landlord in section 2, includes an agent of the landlord, into which category a tradesperson would fall.

40. I consider given the fraught relationship between the landlord and tenants, for which both parties and their representatives must bear responsibility, that the refusal of the tenants to allow access to the landlord only was understandable.

41. Moreover, had the landlord arranged for work to be undertaken on the premises prior to the tenancy beginning there would have been no need for the numerous requests for access.

42. Having considered the factors set out in section 109(3), particularly the effect of the unlawful acts on both parties and the public interest I consider it would not be just to award any exemplary damages.

43. The fact that the tradespeople as agents of the landlord for whatever particular work was required, were allowed access is sufficient in this particular case and the circumstances surrounding the tenancy to comply with the entry provisions of section 48.

44. The landlord's claim for exemplary damages fails.

45. No filing fees are awarded because both parties were partly successful, and the filing fees effectively cancel each other out.

46. The tenants did not want name suppression, the landlord did.

47. However, because both parties were granted suppression in an earlier Order, I consider it is reasonable to continue the suppression in this Order.

J Wilson
24 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.