[2025] NZTT 5313083

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Charlott Whaiapu

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord name and identifying details.
2. Charlott Whaiapu must pay [The landlord/s] $3,467.45 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Replace furnishings: front door & repair frame	$632.50	
Repairs: front door & frame painting	$517.50	
Repairs: plaster & paint	$900.45	
Rubbish removal	$494.50	
Cleaning	$494.50	
Replace furnishings: curtains	$400.00	
Filing fee reimbursement	$28.00	
Total award	**$3,467.45**	
Total payable by Tenant to Landlord	**$3,467.45**	

Reasons:

1. The landlord attended the hearing represented by [The landlord's representative].

2. The tenant did not attend the video hearing and not answer the calls made to her phone during the hearing. She had been notified of the hearing by email and text and had the hearing link, however did not attend. Accordingly pursuant to section 92 of the Residential Tenancies Act 1986 (RTA) the hearing continued in her absence.

3. The landlord has applied for compensation following the end of the tenancy in May 2025. I consider each claim as follows whilst bearing in mind the evidential burden which lies with the applicant and is the civil standard of the balance of probabilities.

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

4. The landlord claims compensation for having to remove the tenant's belongings and clean the property following her departure. [The landlord's representative]'s evidence is that the tenant just vacated leaving a number of belongings and not attempting any cleaning.

5. Section 40(1)(e)(ii)-(v) RTA states that at the end of the tenancy the tenant 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.

6. The photographs of the property substantiate this claim and I consider the amounts sought reasonable in the circumstances.

7. The landlord also claims compensation for having to replace curtains that had been removed by the tenant. Evidence was provided that established that the curtains had been removed during the tenancy.

8. The amount claimed is just over $1000. In determining the compensation payable, depreciation must be taken into account. This is because the landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, I must consider the age and condition of the curtains at the start of the tenancy and their likely useful lifespan.

9. The landlord's evidence is that the living room curtains were replaced at the beginning of the tenancy in September 2022. The curtains in the kitchen were replaced at some point between the time [The landlord/s] took on this property in 2021, and the commencement of this tenancy in September 2022. The curtains in the bedroom predated 2021.

10. The expected lifespan of curtains in New Zealand residential tenancies is approximately eight years. The living room curtains were therefore three years into their expired expected lifespan, the kitchen curtains were four, and the bedroom curtains may well have been close the end of their expected lifespan.

11. I also take into account that the cost of the curtains was $406, therefore the remainder of the claim can only be attributed to the labour required. $600 worth of labour is excessive for hanging curtains.

12. In considering the evidence provided and in taking into account depreciation I find that an award of $400 is reasonable in the circumstances.

Is the tenant responsible for the damage to the premises?

13. The landlord seeks reimbursement of the costs they were put to in replacing and repairing the front door and its frame and plastering and painting a number of sections throughout the property.

14. To be successful in such a claim, 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.

15. Regarding the front door damage, [The landlord's representative] submission is that it appears the front door had been kicked in to gain access while locked. She provided photographs of the damage, which was extensive, and the required repairs.

16. Having considered the evidence provided I am satisfied that it is more likely than not that this damage was caused intentionally. Accordingly, the tenant is liable for the repairs, the cost of which I consider reasonable in the circumstances.

17. The landlord's claim for plastering and repainting walls relates to four lounge walls, four bedroom walls and one wall in the kitchen. [The landlord's representative] provided photographs of the relevant walls. She said that the tenant had painted murals on some of the walls and before she left repainted them with an unmatching paint. The walls in the kitchen had been damaged by large hooks being installed and paint being chipped off.

18. On the basis of the evidence, I also find this intentional damage. As such the tenant is liable for the repairs. I have reduced the amount claimed slightly to account for depreciation. The landlord is unaware of the age of the paint therefore it is likely to predate the landlord's management of the tenancy. The expected lifespan of paintwork in New Zealand residential tenancies is approximately 10 years old. This paintwork appears to have been nearing the end of its expected lifespan.

Other orders

19. Because [The landlord/s] has substantially succeeded with the claim I have reimbursed the filing fee and approve their application for suppression orders.

K Lash
07 October 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.