**TENANCY TRIBUNAL AT [Event location suppressed]**

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

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 and Tenant names and identifying details.
2. [The tenant/s] to pay [The landlord/s] $2,406.23 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $3,180.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]: $2,406.23

[The tenant/s]: $773.77

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Lawns and Garden work | $235.00 | |
| Light bulbs | $218.48 | |
| Mould treatment and painting windowsills 33.3% | $603.75 | |
| Cleaning: few missed areas | $199.00 | |
| Repairs: replace curtain linings | $1,122.00 | |
| Filing fee reimbursement | $28.00 | |
| **Total award** | **$2,406.23** | |
| Bond | $2,406.23 | $773.77 |

**Reasons:**

1. The landlord (VW) and a representative from the agent company attended the hearing held by video conference. I telephoned the tenants however could only

reach voicemail. I continued the hearing as all tenants have been emailed and texted details of the claims and notice of the hearing date and time

2. The landlord has applied for compensation for costs following the end of the tenancy.

3. The tenancy started on 6 May 2022 and ended on 21 February 2025. Rent was always paid up to date.

4. I address the claims below:-

    a. The tenants agreed to pay the cost for a contractor to mow the lawns and maintain the gardens during the tenancy. The landlord's ledger shows there is an amount left to pay of $235.00 (two missed invoices late in 2023 and the final two mows of the tenancy).

    b. The landlord claims the cost to replace several lightbulbs from throughout the house including an 'Oyster LED 18w" ($72.80+gst), 11 LED light bulbs and 3 heat lamp bulbs. The total invoiced cost is $520.68 including the labour of two electrical tradespeople. Light bulbs are not necessarily a tenant cost. This depends usually on the length of the tenancy and the type of bulb. It is reasonable for tenants to replace standard light bulbs that have an expected lifespan similar to the duration of the tenancy (because the bulb has been 'used up' during their tenancy). The details provided in evidence show a wide variety of lighting at this property. An internet search reveals that an 'Oyster LED bulb' reportedly lasts 30,000 to 50,000 hours which is 10 to 17 years (at 8 hours per day). LED bulbs should last at least 15,000 hours (8 years at 5 hours per day) and heat lamps about 5000 hours (4.5 years at 3 hours per day). My assessment is that it is not reasonable to require these tenants to pay for the Oyster LED bulb as this should last for several tenancies. I award a contribution of 50% of all other bulbs and the labour. It is fair that the landlord pays half of these costs as part of standard maintenance costs. I award $218.48 ($520.68 - $83.72 (oyster bulb) = $436.96 x 50%).

    c. Cleaning: the final inspection photos satisfy me that the premises were left reasonably clean and tidy. The owner supplied close-up photos, and I accept these show a few minor missed areas (inside of some kitchen drawers, one shower, two bits of gum on the deck). I accept the landlord's oral evidence that the top of the rangehood needed extra cleaning. I award the cost for washing the curtains and cleaning the top of the rangehood, ($187). I award one-third of the cost of cleaning the rest of the house to cover the few missed areas ($120). In my assessment, the cost to clean and polish the windows and the rest of the cleaning relates to

preparing the house for the next tenants and so is at the landlord's cost.[1] Total award is $199.00.

d. The landlord claims costs for mould treatment and repainting of windowsills he says were damaged during this tenancy. The total invoice is $1,811.25 and does not specify how many windowsills and walls were painted. For a tenant to be liable, the landlord must show any damage is more than wear and tear from normal use.[2] Photos in the exit inspection report do not show or mention a concern. Close-up photographs from the owner satisfy me that some windowsills were damaged by mould beyond what could be expected, and repainting of those was reasonable.[3] However, most of the close-up photos show mould in the corners that could have been cleaned. I award one-third of the total invoice as my best assessment of a fair division of cost. This equates to the tenants paying the cost to clean the mould and a contribution towards the cost of repainting the few mould-damaged sills. The cost to repaint other windowsills is part of the landlord's upkeep of the property. The award is $603.75.

e. Photographs prove that the linings on the living room curtains were damaged. The linings appear to have torn where wet surfaces have touched (perhaps after being washed by the tenants). The curtains in one bedroom were also affected by mould. Evidence from a contractor supports a claim for $1,122.00 to make new linings for the living room and one bedroom.

f. I award the filing fee.

5. I suppress the landlords' name as the claims have been partly successful. I also suppress the tenants' names as the proven claims do not show significant cause for concern and publication may affect their future tenancy prospects.

N Maplesden
20 October 2025

[1] Outgoing tenants are required to leave premises "reasonably clean" which is not spotless, pristine, or ready for the next occupants. A landlord may choose to have premises cleaned to a higher standard but this is at their cost as part of the management of the property as a rental business.
[2] Section 49B Residential Tenancies Act 1986.
[3] The windowsills shown in the first four photos on page 10 of the 'photos supplied by owner'.

## ***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.

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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.