[2025] NZTT 5334221

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 parties' names and identifying details and the tenancy address.
2. The tenancy of [The tenant/s] at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], at 11:59pm on Tuesday 4 November 2025.
3. [The tenant/s] must pay [The landlord/s] $290.00 immediately, calculated as shown in the table below:
4. The Bond Centre is to pay the bond of $488.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Window repairs	$750.00	
Filing fee reimbursement	$28.00	
Total award	**$778.00**	
Bond	$488.00	
Total payable by Tenant to Landlord	**$290.00**	

Reasons:

1. Both parties attended the teleconference hearing.
2. The landlord has applied for termination of the tenancy for breach of the tenant's obligations, compensation, outgoings, refund of the bond and reimbursement of the filing fee.

Should the tenancy be terminated?

3. The Tribunal may terminate a tenancy for breach where, due to the nature or extent of the breach, it would be inequitable to refuse to terminate. See section 56(1) Residential Tenancies Act 1986 ("RTA").
4. Where the breach is capable of remedy the landlord must first serve a notice on the tenant requiring them to remedy the breach within at least 14 days and establish that the tenant has failed to do so.
5. The landlord said the tenant has breached their obligations by not maintaining the property in a reasonably clean and tidy condition, not cleaning the carpet, not removing a caravan from the property which the landlord had not consented to allow on the property, causing some damage to the interior of the property (broken rangehood in the kitchen, broken bedroom door, damage to the walls, broken windows x 3, drawings on a bedroom door, damage to the door lock and around a door handle in a bedroom, slight holes in the door into the separate toilet area), not removing a large amount of inorganic rubbish from the exterior of the property, having the tenant's partner live at the property without the landlord's consent, removing smoke alarms without the landlord's permission.
6. The landlord carried out a routine property inspection on 19 June 2025 noting the above issues, then reinspected the property on 4 July 2025, on 22 July 2025 and on 14 August 2025.
7. The landlord served 14-day notices on the tenant on 19 June 2025, 8 July 2025 and on 22 July 2025, and the tenant did not remedy the breach within the required periods in these notices.
8. The landlord said further that they attended the property on 22 September 2025, only to permit access to a valuer at the time, not to carry out a formal inspection, but they noticed on 22 September 2025 that the property was in the same condition as it was on their previous visits that resulted in the 14-day notices, as indicated above, being issued to the tenant.
9. The landlord provided copies of their inspection reports dated 18 May 2020 (the Entry Inspection Report), 4 July 2025, 22 July 2025 and 14 August 2025, all of which also contained numerous photographs of the property's condition at those times.

10. The photographs in the Entry Inspection Report showed a very clean and tidy property, which was empty at the time.

11. The photographs in the inspection reports from 4 July 2025, 22 July 2025 and 14 August 2025 showed huge piles of clothing stacked high in various rooms at the property, the kitchen bench completely covered with items of food and rubbish, large amounts of inorganic rubbish stacked up outside the property, including a mattress, tyres, wood and other large and smaller items. The photographs of the interior of the property showed a large amount of very messy areas and clutter throughout the property, which was excessive. The photographs also showed some damage to a bedroom door and drawings on the door.

12. The tenant acknowledged that she has been struggling to maintain the property to a reasonably clean and tidy condition. She explained that her brother passed away on 30 April 2025 and she has felt overwhelmed from that, and from some mental health issues she has been dealing with. The tenant confirmed she was aware the landlord did not consent to her caravan being on the property but that she brought it onto the property anyway to do it up and fix it, and it will be fixed in a week or two from the hearing date. The tenant said she felt micro-managed by the landlord's support worker, who she said just showed up without announcement and told her to remove some large items so he could help out with some cleaning. She indicated that she had not felt supported by the landlord. The tenant said that her ex-partner, who is the father of her three young children, has stayed at the property from time to time, but does not live there. The tenant agreed there had been some damage to the property during her tenancy and admitted breaking 2 windows carelessly – one from her trying to swat a mosquito and another from one of her children knocking a golf ball through a window, but said the third broken window was caused by an abusive neighbour, which she had called the police about. The property manager said she had asked the tenant to provide a police report about this, so the tenant was not left responsible for repairing that window, but that the tenant had not done so. The tenant said she did not recall being asked this, said it may have been said, but acknowledged her responsibility for the windows at her tenancy property.

13. The tenant said she could clear up, clean and remove the rubbish and had some plans to use a friend's trailer to do this, and had booked an inorganic rubbish collection for November 2025. She indicated she was unable to remove the caravan to date, as she had been repairing it and it was too unstable to move until the repairs had been completed. The tenant acknowledged knowing that the landlord did not consent to her having a caravan on the property when she moved it onto the property, however.

14. The landlord said the tenant had been given sufficient opportunity to clean the property up, dispose of her large amount of rubbish and remove the caravan,

but still had not done so. The property manager said their support person had showed up at the property because he had been unable to reach the tenant. The landlord was worried about the condition of the property, indicating that every time the property manager visits the property, the condition seems to have deteriorated more each time. The landlord did not have any confidence that the tenant would manage to clear and clean the property, or remove her caravan, or that she would maintain the property in a reasonably clean and tidy condition, even if she remained at the property, despite the plans the tenant explained during the hearing.

15. The Tribunal must determine whether it would be inequitable to refuse to terminate the tenancy. In *Vincent Dean Huff v City Central Property Management* [2020] NZDC 19229, the District Court considered section 56(1)(c) RTA and set out a range of factors relevant to whether it would be "inequitable" to refuse to terminate the tenancy:

    a. The history of the tenancy.

    b. Whether there had been a persistent failure after repeated warnings.

    c. Whether the history of breaches is such that it is unlikely the tenant would comply with their obligations in the future.

    d. Whether the breach was inadvertent or deliberately committed.

    e. The conduct of the landlord.

    f. The gravity of the breach.

    g. Whether termination is a proportionate response to the breach.

16. The landlord only presented the history of the tenancy in regard to the alleged breaches from 19 June 2025 onwards.

17. It seems clear that, despite repeated warnings and 14-day notices issued to her over a 2-month plus period from June 2025 up to August 2025, around 4 months later, at the time of the hearing in October 2025, the tenant has still not cleared up the excess mess and rubbish, nor has she removed her caravan from the property.

18. Given the tenant's failure to do much more than tidy up part of the lounge, as acknowledged by the property manager during the hearing, despite a number of 14-day notices issued to her about the condition of the property, which the property manager said is deteriorating on each of her visits to the property, the evidence shows it is unlikely the tenant will address these issues in a timely manner and would then maintain the property on an ongoing basis in a reasonably clean and tidy condition.

19. I accept the breaches were not, for the most part, deliberately committed, but rather were mostly inadvertent. I also accept the tenant has had a challenging

time with her brother passing away and losing her job, as well as dealing with some mental health issues.

20. The landlord's evidence was that they asked the tenant to provide written confirmation of the police report about the neighbour breaking one window, and of the Ministry of Social Development refusing financial assistance to the tenant for help to clear the inorganic rubbish outside the property, so they could adjust their decisions accordingly. The landlord said the tenant failed to provide any written confirmation of these issues. They said they provide a support team to assist tenants in maintaining their tenancies, but the support worker assigned to this tenant had difficulties reaching her. It is the tenant's responsibility to maintain the property in a reasonably clean and tidy condition, not damage the property, not have any large items such as caravans on the property, without the landlord's consent, and generally to comply with their obligations pursuant to the tenancy agreement and the Residential Tenancies Act 1986. I find the landlord has likely attempted to assist the tenant in this situation.

21. The photographs provided by the landlord with their inspection reports show an excessive amount of piled clothing, rubbish and food strewn throughout the property, along with an excessive amount of inorganic rubbish and large items kept outside the property, as well as a caravan kept on the property, despite the landlord specifically not consenting to this. The landlord has provided several opportunities to the tenant to rectify this situation and maintain her tenancy, but the tenant has not done so, despite having the landlord claim for termination of her tenancy. Whilst I acknowledge the tenant's challenging personal circumstances, such as losing her job and her brother passing away in April 2025, and that the tenant said she is receiving counselling, I find the tenant still has not done much, if anything, to change the property's condition to retain her tenancy over a period of months. The damages to the property appear to be increasing from earlier 14-day notices to later ones. I share the landlord's concern about the condition of the property deteriorating should the tenant remain at the property.

22. Given the above outlined reasons, I find it would be inequitable to refuse to terminate the tenancy.

How much is owed for water rates?

23. The landlord claimed a total of $2,353.14 for water rates owing from 4 November 2022 to 8 July 2025. The landlord acknowledged they had not mitigated their loss by bringing any claims for water rates before this application, given the earliest period claimed for water rates was almost 3 years ago in late 2022.

24. The landlord provided numerous water company invoices from 2022, 2023, 2024 and some from 2025. The landlord did not, however, provide water company invoices for November-December 2022, for March-April 2024, for June to July 2024, or for March to April 2025, for April to May 2025 and for May to June 2025. Thus, there were several missing water company invoices which covered the period claimed by the landlord.

25. Further, the landlord did not provide any water ledger for the period claimed for water rates, indicating invoices sent out and any payments received, though it appeared the landlord was saying the tenant had not paid any of the water bills during the tenancy to date.

26. Given there were missing water company invoices for the period claimed by the landlord, and given there was no water ledger provided by the landlord either, I find the landlord has provided insufficient evidence to prove this claim, Therefore, I dismiss this claim.

Is the tenant responsible for the damage to the premises?

27. 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.

28. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

29. 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.

30. 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.

31. 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.

32. 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.

Broken windows

33. The landlord said the tenant broke 3 windows – one in the lounge and 2 in 2 of the bedrooms. The tenant agreed these 3 windows were broken during the tenancy. She said two windows were carelessly broken by her trying to swat a mosquito and breaking one of them, and by her children putting a golf ball through another window. She indicated an abusive neighbour broke the third window, though she agreed she had not provided a police report of this incident to the property manager to support this claim, and so, given the lack of this evidence, was responsible for the repair of this window too. Given this, I find the tenant is liable for the damage to the third window.

34. Given the evidence, I find the damage to be careless damage on the part of the tenant. As such, the tenant is liable for the cost, bearing in mind depreciation and the section 49B RTA cap.

35. The landlord provided an invoice for $1,630.40 to repair only the glass in the 3 windows, not the window frames. I find this to be a reasonable cost in the circumstances. As only the glass was replaced, not the window frames, I do not need to consider depreciation.

36. The landlord confirmed the insurance excess at the property is $750.00, though they had not made an insurance claim. Further to section 49B(3) RTA, the tenant's liability in relation to careless damage is limited to the lesser of the insurance excess or four weeks' rent. Here, the insurance excess is the lesser amount. Therefore, I award the landlord the amount of the insurance excess, which is $750.00, to repair the 3 broken windows.

37. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

38. The amounts ordered are proved.

Filing fee

39. Because [The landlord/s] has wholly succeeded with the claim I must reimburse the filing fee.

Refund of the bond

40. The Bond Centre is to pay the bond of $488.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Suppression

41. Both parties requested name suppression. The landlord is entitled to name suppression as they have been successful with the claim. Therefore, I order that the landlord's name and identifying details and the tenancy address are not to be published. See section 95A(1) RTA.

42. The tenant has three young children, has struggled with mental health issues and losing her brother and job. Given the evidence and in the circumstances, I find the tenant's interests outweigh the public interest in publishing her name. Therefore, I order that the tenant's name and identifying details are not to be published. See section 95A(4) RTA.

C Price
21 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.