[2025] NZTT 5281222

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Robert Goodfellow

Tenant

TENANCY ADDRESS: 34 Regis Park Drive, Pukekohe, Pukekohe 2120

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Robert Goodfellow must pay [The landlord/s] $562.93 immediately, calculated as shown in table below.
3. The Bond Centre is to pay $278.07 from the bond of $278.07 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Cleaning	$250.00	
Carpet Cleaning	$294.00	
Wall repairs and painting	$270.00	
Filing fee reimbursement	$27.00	
Total award	**$841.00**	
Bond	$278.07	
Total payable by Tenant to Landlord	**$562.93**	

Reasons:

1. This application was scheduled to be heard by video conference. Mr Goodfellow did not connect with the Teams link provided to him and nor did he answer either of the calls I made to his telephone number. The hearing therefore proceeded in his absence.

2. This order ought to be read together with the order dated 17 September 2025. In that order, rent arrears of $1,975.00 and water rates of $146.93 was paid to the landlord from the bond of $2,400.00, leaving $278.07 at the Bond Centre.

3. Today's hearing considered the landlord's claims for cleaning, carpet cleaning, repairs and painting of walls and reimbursement of the filing fee.

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

4. Tenants are required to leave premises reasonably clean and tidy.

5. The landlord has claimed $465.00 as the invoiced cost of cleaning.

6. At the last hearing the tenant stated that he had cleaned the premises at the end of the tenancy.

7. However, the photographs taken after he had vacated show that he had missed some significant areas and he is therefore required to pay the cost of cleaning those areas to a reasonable standard.

8. The cleaning invoice shows that the cleaners did a 'deep clean'. Tenants are not required to pay for a deep clean.

9. I have estimated that a clean to a reasonable standard, taking into account the photographs provided as evidence, would be $250.00 and Mr Goodfellow is required to pay this amount.

10. The landlord also claims $294.00 as the invoiced cost of cleaning the carpet which included stain removal.

11. At the last hearing Mr Goodfellow stated that he had had the carpet shampooed prior to leaving. However, the photographs show that the carpets needed vacuuming and that there were stains in the hallway, lounge and two bedrooms. The pale stains were able to be removed by the carpet cleaner but the darker ones were not.

12. On this evidence I find that Mr Goodfellow did not leave the carpets in a reasonably clean condition and he is required to pay the invoiced cost of cleaning them.

Is the tenant responsible for the damage to the premises?

13. 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.

14. Tenants are liable for the cost of repairing damage that is intentional or careless.

15. The landlord claims $759.00 as the invoiced cost of repairing damage to the walls inside the premises.

16. I accept the evidence which shows that the tenant attempted to repair holes that he had made with screws in the door frame of the garage door. The repair was not completed and he is therefore required to pay the cost of doing so.

17. The photographs also show a similar ‘repair’ to the lounge wall and he is also required to pay the cost of completing this repair.

18. At the last hearing Mr Goodfellow accepted that he had damaged the kitchen wall by using a stick on hook which he had ripped off, causing damage to the wall.

19. It was accepted at today’s hearing that the rest of the work done was to remedy fair wear and tear issues for which Mr Goodfellow is not responsible.

20. I accept the evidence provided at today’s hearing that the cost of doing the repairs for which I have found Mr Goodfellow responsible is $270.00 and he is required to pay this amount.

21. The landlord also claims $120.00 as the cost of repairing a hole in the soffit.

22. I am dismissing this part of their claim because there was no evidence to show that the hole in the soffit was caused during Mr Goodfellow’s tenancy.

Filing fee reimbursement

23. I am ordering Mr Goodfellow to reimburse the cost of filing this application to the landlord because the landlord was substantially successful with their claim against him.

Suppression of name

24. I am allowing the landlord’s application for suppression of their name, again because they were substantially successful with their claim.

C ter Haar
30 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.