[2025] NZTT 5334161

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: Fast Rental Limited

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 tenant's name and identifying details.
2. [The tenant/s] must pay Fast Rental Limited $3,360.57 immediately, calculated as shown in the table below.
3. The Bond Centre is to pay the bond of $2,320.00 ([Bond number suppressed]) to Fast Rental Limited immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 28.7.2025	$2,911.43	
Water rates	$311.14	
Glass repair	$230.00	
Wall repairs	$2,200.00	
Filing fee reimbursement	$28.00	
Total award	**$5,680.57**	
less Bond	$2,320.00	
Total payable by Tenant to Landlord	**$3,360.57**	

Reasons:

1. Both parties attended the hearing, which was conducted by teleconference. Mr Li represented the landlord and [Tenant 1] attended for the tenants.

2. This tenancy began on 17 May 2021 and came to an end on 28 July 2028. The landlord has applied for rent arrears, water charges, compensation (glass repairs, curtains, wall damage), payment from the bond, and reimbursement of the filing fee following the end of the tenancy. After considering the tenant's evidence at the hearing, the landlord has withdrawn the claim for compensation for curtains.

How much is owed for rent and water rates?

3. The landlord provided rent records and water rates invoices, establishing the amount owing at the end of the tenancy on 28 July 2025. The tenant does not dispute the amounts sought by the landlord for rent and water charges, which are awarded above.

Compensation for damage

Legal framework

4. The landlord claims compensation for damage. To be successful, 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 of the RTA.

5. 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) of the RTA.

6. 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) of the 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) of the RTA.

7. The landlord advises that the landlord/owner's insurance excess is $500.00.

8. 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) of the RTA.

9. 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.

10. When determining the quantum of compensation, betterment and depreciation must be taken into account. Applying the principle of betterment, 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, the age and condition of the items at the start of the tenancy and their likely useful lifespan must be considered.

Glass repair

11. The tenant accepts liability for damage to the front door glass. The repair cost is $230.00, as supported by the invoice, which is awarded above.

Wall repairs

12. The landlord claims $2,663.53 for repairs to walls in the living room, hallway and three bedrooms. The landlord advises that the owner's insurance excess is $500.00, but as the insurer treated each area as a separate claim, insurance was not claimed. The tenant accepts responsibility for most of this damage, which she attributes to her children. However, she also points out that there was damage to the walls before she moved in.

13. The landlord's entry and final inspection reports have been considered. The photographs in the entry inspection report show that the walls were not pristine at the start of the tenancy. In this regard I accept the tenant's submission that there was pre-existing damage to the walls. The entry inspection records, for the walls in the lounge, hallway and three bedrooms, that there were "minor scuffs/marks/paint chips." The tenant will only be liable for damage that occurred during her tenancy.

14. Furthermore, this tenancy lasted 4 years, and in that time, it can be expected that there will be wear and tear from ordinary use. The tenant will not be liable for damage from fair wear and tear that occurs during the tenancy.

15. Taking all these factors into account, including the photographic, oral, and documentary evidence produced by the landlord, together with the tenant's oral evidence, I find that the tenant is liable for most, but not all the costs of remediating the walls. I consider $2,200.00 to be reasonable compensation, taking into account the principle of betterment and depreciation. This amount is awarded to the landlord above.

Filing fee and name suppression

16. Because the landlord has been successful, the tenant is to pay the landlord's filing fee.
17. The tenant seeks name suppression, which is granted. In granting suppression for the tenant, the Tribunal has had regard to the interests of the parties, the public interest, and notes the parties have largely settled most of the claims, and the landlord consents to suppression for the tenant.
18. The landlord does not request name suppression.

V Pasupati
03 November 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.