[2025] NZTT 5342610

TENANCY TRIBUNAL AT REMOTE LOCATION | [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 tenant's and landlord's names and identifying details.
2. [The tenant/s] must pay [The landlord/s] $2,838.44 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 12.8.2025	$3,040.71	
Cleaning	$600.00	
Rubbish removal	$707.73	
Lock/key replacement	$195.00	
Eviction costs	$267.00	
Window repairs	$490.00	
Compensation: tenant's goods		$1,150.00
Filing fee reimbursement	$28.00	
Total award	**$5,328.44**	**$1,150.00**
Net award	$4,178.44	
less Bond	$1,340.00	
Total payable by Tenant to Landlord	**$2,838.44**	

3. The Bond Centre is to pay the bond of $1,340.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Reasons:

1. The hearing was conducted by teleconference and was attended by [The landlord's representative] for the landlord, and [The tenant's representative] representing the tenant.
2. The landlord has applied for rent arrears, compensation, payment from the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

3. The tenancy ended on 12 August 2025. The landlord provided rent records which prove the amount owing at the end of the tenancy. The tenant does not dispute the rent summary, and the amount sought is awarded above.

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

4. 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. See section 40(1)(e)(ii)-(v) of the Residential Tenancies Act 1986 (the RTA).
5. The landlord claims cleaning and rubbish removal costs. The landlord has provided evidence, including inspection reports with photographs. This evidence establishes that the tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish. The owner did the cleaning, and claimed $1,200.00 for time spent cleaning and rubbish removal, based on 40 hours work at $30 per hour.
6. Taking into account the size of the premises (a two bedroom unit), and the nature of the work, I consider $600.00 to be reasonable compensation for cleaning. Invoices for the rubbish removal costs have been provided, totalling $507.73 (tipping fees and contractor's fees). It is accepted that an additional $200.00 for the owner's time can be added to this, making a total of $707.73 for rubbish removal costs.
7. The landlord incurred the cost of eviction ($267.00). Following eviction, the locks and keys were changed. An invoice for this cost was provided ($195.00). The tenant accepts these costs, which are awarded above.

Other costs

8. The tenant accepts liability for the damage to the window. The landlord seeks repair costs of $490.00, as shown in the invoice provided. This is awarded above.

Compensation for the tenant's goods

9. The landlord accepts that the tenant is to be compensated for appliances and furniture retained by the owner, which include a washing machine, dresser, glass cabinet, bedside drawers, freezer, and fridge/freezer. Following discussions, the landlord agrees to compensate the tenant in the amount of $1,150.00. This is awarded to the tenant above.

10. The tenant also claims compensation for other items not returned by the owner, including a toolbox, vacuum cleaner, and a large collection of DVDs and LP records. As explained, the tenant has the option to file his own application regarding these missing items. In the absence of an application by the tenant, these claims cannot be considered as part of this hearing.

Filing fee and name suppression

11. As the landlord has been successful, the tenant is to pay the landlord's filing fee.

12. Both parties seek name suppression. In view of the landlord being successful in the proceedings, the landlord is entitled to name suppression. In granting suppression for the tenant, the Tribunal has had regard to the interests of the parties, the public interest, and notes the landlord supports the tenant's request.

V Pasupati
06 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.