TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlords

RESPONDENT: Jessica Mary James

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's name and identifying details.

2. Jessica Mary James must pay [The landlord/s] $20,777.45 immediately, calculated as shown in the table below.

Description	**Landlord**
Previous order dated 25/07/2025	$16,336.16
Remediation costs	$4,441.29
Total payable by Tenant to Landlord	**$20,777.45**

REASONS

1. The Tribunal must consider an application filed by the landlord. The matter returns to the Tribunal to consider compensation claims following the termination of the tenancy.

2. Only the landlord appeared at the hearing today. I am satisfied that the tenant has been properly notified of the hearing, and therefore I will proceed to consider the claim in her absence. I note that the tenant did not appear at an earlier hearing either.

BACKGROUND

3. There is a long and troubling background in this case.

4. The evidence is that the tenant stopped paying rent, and when the matter came to the Tribunal in July 2025, the tenant was some 400 days behind in her rent payments.

5. The landlord filed an application with the Tribunal in relation to the rent arrears, and seeking termination of the tenancy. That application was granted. The Tribunal ordered the tenant to pay $16,309.16 in rent arrears as of the termination date (and also the filing fee). The Tribunal also ordered termination of the tenancy. The landlord had agreed to allow the tenant two weeks in order to vacate the premises, so the termination date was 8 August 2025.

6. In making that order, I noted that the premises were in very bad condition given the photographs available. The evidence was that there was extensive rubbish on the premises, the grounds were extensively overgrown. In the termination order, I noted:

> I note that the law requires that when the tenant returns possession of the premises to the landlord, the tenant must return the premises reasonably clean and tidy. The landlord has provided photographs of the exterior of the premises, and the property is very untidy, it is significantly overgrown, and there is a large amount of rubbish on site. The tenant will now have two weeks in order to remedy that situation, that is dispose of the rubbish, and get the premises reasonably clean and tidy in order to return to the landlord on 8 August.
>
> In the event that the tenant does not return the property in a reasonably clean and tidy state, then the landlord is able to get on and do any work necessary to remedy the situation, and the tenant will be liable for those costs. To that extent, it is strongly in the tenant's interest to get this work done herself, to avoid additional costs if the property is not returned to reasonably clean and tidy to the landlord.

7. Ultimately the tenant vacated the premises, and possession returned to the landlord.

8. The landlord now returns to the Tribunal to recover costs expended for cleaning, rubbish removal and repairs.

LANDLORDS CASE

9. The landlord now seeks an order of compensation for costs incurred when possession was returned to the landlord. Those costs comprise wide-ranging claims, but broadly they relate to rubbish removal, damage and replacement of chattels.

10. At the hearing today, the landlord showed me photographs and a video of the premises when it was returned to them. The state of the premises when returned to the landlord was at the extreme end of cases that the Tribunal sees. That includes:

    a. Grounds extensively overgrown with plants and weeds.
    b. Significant rubbish inside and outside the premises. The garage was piled with rubbish bags full of refuse. There was significant rubbish left inside the premises.
    c. Animal faeces were inside the premises on the floor.
    d. The premises were very dirty, there was mould in the bathroom. The premises were insanitary.
    e. There was damage to the premises.

11. In bringing this claim to the Tribunal, the landlord has only claimed out-of-pocket costs for remediation. The landlord has not claimed for their own time spent in returning the premises to a reasonable state.

12. The landlord's claims (excluding fence repair costs) are as follows:

Supplier	Item	Cost
Leon White	Plastering, installing power points, making good flooring around toilet	$270.22
Leon White	Toilet replacement	$385.41
Leon White	Carpet removal, mould removal, carpet replacement, spouting repair	$336.22
Ziggy's Glass	Window replacement	$103.00
Mitre 10	Assorted materials	$49.80
Mitre 10	Assorted materials	$29.27
Mitre 10	Assorted materials	$50.70
Mitre 10	Assorted materials	$31.86
Mitre 10	Assorted materials	$50.98
Mitre 10	Assorted materials	$9.80
Mitre 10	Assorted materials	$12.75

Mitre 10	Assorted materials	$21.91
Mitre 10	Assorted materials	$15.28
St John	Second hand curtains	$55.00
Hospice Shop	Second hand curtains	$20.00
Woolworths	Rubbish bags	$4.00
Carteron District Coun	Tip fees	$24.00
Carteron District Coun	Tip fees	$24.00
Carteron District Coun	Tip fees	$5.00
Melainei Morgan	Mat replacement	$35.00
Anne Smith	Second hand carpet	$1,500.00
New World	Rubbish bags	$87.98
Keinzley Agvet	Weedeater trimmer line	$2.80
Salvation Army	Interior items	$363.50
RT C Limited	Assorted materials	$37.43
Resource Centre	Replacement television	$300.00
Pak n Save	Rubbish bags	$2.38
Cash sale	Carpet replacement	$125.00
Electrical	Materials	$5.00
Leon White	Window replacement	$103.00
Bev Cameron	Firebox replacement	$380.00
	Total	**$4,441.29**

RELEVANT LEGAL CONSIDERATIONS

13. The relevant law that applies is found in the Residential Tenancies Act 1986 ("RTA").

14. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations.

15. That includes a requirement that the party bringing the claim (the applicant), establish their claims "on the balance of probabilities". The balance of probabilities means more likely than unlikely, or in mathematical terms, has a fractionally more than 50% likelihood. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely.

ANALYSIS

16. As indicated above, the claim is broadly advanced on three grounds, that relate to cleaning and rubbish removal, damage, and replacement of chattels, but some of the claims overlap.

Cleaning and rubbish removal

17. The Residential Tenancies Act 1986 (RTA) requires that the landlord provide the premises to the tenant at the start of the tenancy in a reasonable state of cleanliness, and there is an equivalent obligation on the tenant to return the premises:

> …in a reasonably clean and reasonably tidy condition, and remove or arrange for the removal from the premises of all rubbish.

18. It is important to note that the RTA does not require the premises to be provided/returned in an immaculate condition, only in a reasonably clean and tidy state. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean.

19. I am satisfied that the tenant has not returned the premises reasonably clean and tidy, in fact the state of the premises was very far from that standard.

20. The claims around cleaning and rubbish removal are accepted. That includes the sundry cost of cleaning products, rubbish bags, and tip fees. Those claims all seem reasonable.

21. I am also awarding the cost of replacing the carpet with second-hand carpet on that basis. I consider that the photographs reflect premises that were insanitary, given how unclean they were. I consider that replacing the carpet with second-hand carpet was a proportionate response rather than undertaking carpet cleaning, which I do not consider would likely have resulted in adequately clean carpets for the landlord.

22. I accept that the landlord's evidence is that the toilet could not be cleaned, so it was replaced. Again, that seems a proportionate response in the unique circumstances of this case.

Damage

23. With any compensation claim, to receive an order the party must incur a loss. In short, the compensation is intended as best money can do, to compensate for the actual loss incurred.

24. Where a landlord claims compensation for damage caused by a tenant, the landlord must first prove the damage is more than fair wear and tear, and that it occurred during the tenancy. 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.

25. I am satisfied there was a range of damage at the premises at the end of the tenancy. That includes damage to carpets, holes in walls and broken windows, damage to the firebox and damage to curtains. I am not satisfied that this is fair wear and tear in the circumstances, and I accept it occurred during the tenancy. The tenant has not proven this damage was anything other than careless or intentional damage.

26. I find the damage claims are established.

Chattels

27. The landlord has claimed compensation for missing chattels. Section 40 of the RTA sets out the tenant's responsibilities, and that includes that at the end of the tenancy, the tenant must "leave in or at the premises all other chattels provided by the landlord for use of the tenant".

28. In this case some chattels needed replacement. I accept the landlord's claim where the items were not returned, or not returned in a usable state (some claims could have fallen within damage claims).

29. This claim is accepted.

Fence repairs

30. While I have accepted the landlord's claims as presented, as I raised with the landlord, I cannot order the costs to repair the fence, including the ITM charge for materials. I am not persuaded that the work necessary to the fence arose from a breach on the part of the tenant.

Landlords time

31. I conclude by noting that the landlord has not claimed for their time in undertaking the necessary work to get the premises returned to state of being reasonably clean and tidy. I have taken that into consideration when considering the claims above. Had the landlord claimed their time (and that of friends who assisted them), then the order would likely have been much higher for the tenant).

Previous order

32. As noted above, the Tribunal issued a previous order, which was on 25 July 2025, where the tenant was ordered to pay rent arrears and the filing fee, being a total of $16,336.16.

33. The landlord states that no money has been received from that order. That being the case, I have combined the earlier order with today's order, so the landlord only needs to enforce this current order.

34. The landlord asked how the orders are enforced. As I noted, the application to the Collections Unit of the Ministry of Justice is completed online, and can be found at: https://www.justice.govt.nz/fines/about-civil-debt/collect-civil-debt/

NAME SUPPRESSION

35. The Tribunal can order name suppression when a party has been wholly or substantially successful in the proceeding. In this case landlord has applied for name suppression, which was granted for the original order, and continues to apply to this order.

R Woodhouse
07 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.