**[2025] NZTT 5324619**

**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA**

APPLICANT: Barfoot & Thompson Limited As Agent For Martin & Melanie Binnie

Landlord

RESPONDENT: Tyrone Smith

Tenant

TENANCY ADDRESS: Unit/Flat 2, 6 Tohitapu Road, Paihia, Paihia 0200

## ORDER

1. Tyrone Smith must pay Barfoot & Thompson Limited As Agent For Martin & Melanie Binnie $284.45 immediately, calculated as shown in table below.

| Description | Landlord | Tenant |
|---|---|---|
| Lock/key replacement | $256.45 | |
| Filing fee reimbursement | $28.00 | |
| **Total award** | **$284.45** | |
| **Total payable by Tenant to Landlord** | **$284.45** | |

2. All other clams are dismissed.

## Reasons:

1. Both parties attended the hearing. The tenant hung up when I asked him to stop recording.
2. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.

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

3. 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) Residential Tenancies Act 1986 (RTA).

4. The landlord said no keys were returned at the end of the tenancy. The claim for replacement keys is proved and allowed.

5. There is a claim for additional cleaning to some quite specific parts of the premises. The RTA does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable, not on the subjective opinions of the landlord and tenant. There is no scientific way to determine what is reasonably clean and tidy, and the Tribunal must evaluate the evidence available, and in particular inspection reports and photographs.

6. This is the landlord's claim to prove. I find there is no real difference between the photos taken of the rug and the sofa at the start and the end of the tenancy. I find that cleaning the kitchen extractor fan and the venetian blind at the end of a two year tenancy is a landlord maintenance job. The landlord has not proved the claim for additional cleaning and it is dismissed.

7. There is also a claim for two replacement light bulbs in the bedroom and one light in the middle of the extractor fan unit in the bathroom. It seems likely these just stopped working during the tenancy because there is no evidence of damage. I find the tenant is not responsible for replacing the bulbs at the end of the tenancy because the RTA does not place any responsibility on the tenant unless there is damage. I note that some adjudicators do allow claims for the replacement of ordinary light bulbs. There is nothing on the invoice to confirm the bulbs were ordinary bulbs. This claim is dismissed.

8. Because the landlord has substantially succeeded with the claim I have reimbursed the filing fee.

K Koller
10 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.

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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.