[2025] NZTT 5330479

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Michelle Robertson

Tenant

TENANCY ADDRESS: 633A Devon Road, Waiwhakaiho, New Plymouth 4312

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord name and identifying details.
2. Michelle Robertson must pay [The landlord/s] $1,217.78 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $1,440.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Rent arrears	$1,490.00	
Rubbish removal: Couch	$147.28	
Labour for whiteware removal	$180.00	
Whiteware storage	$172.50	
Cleaning	$140.00	
Carpet - insurance excess	$500.00	
Filing fee reimbursement	$28.00	
Total award	**$2,657.78**	
Bond	$1,440.00	
Total payable by Tenant to Landlord	**$1,217.78**	

4. All remaining claims are dismissed.

Reasons:

1. Both parties attended the hearing by telephone.
2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

3. On 31 March 2025 the tenant gave 21 days' notice to end the tenancy in accordance with the Act[1]. While the tenant moved out of the premises on 19 April 2025, she is liable for rent arrears up until 21 April 2025 which is 21 days after 31 March 2025.
4. The rent arrears owed to 21 April 2025 is $1,490.00 which is ordered.

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

5. 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.
6. The landlord claimed for cleaning and rubbish removal. Some of the photographs produced by the landlord were likely taken while the tenant was moving out and when she had not completed cleaning. In those photographs there is furniture (a table) and appliances (air fryer) which were not in the premises at the end of the tenancy. It is accepted that some of the photographs show that cleaning was required but not to the extent and for the amount sought by the landlord.
7. The tenant produced photographs showing that the premises appeared reasonably clean and tidy. She acknowledged that the oven needed cleaning and none of her photographs showed inside cupboards.
8. On the evidence produced I award cleaning of four hours at $35.00 per hour rather than the 25 hours sought.
9. The tenant left behind a dishwasher, washing machine and chest of drawers. The chest of drawers was disposed of by the landlord but the dishwasher and washing machine were placed into storage. I award the cost of moving these items and storage.
10. At the hearing the tenant indicated that she would collect the dishwasher and washing machine and would do so by 18 November 2025.

[1] Section 51(2A) Residential Tenancies Act 1986

11. The landlord claimed for rubbish removal. There are no photographs to support the claim that rubbish was left at the premises. The tenant has produced photographs from when she moved and there is no rubbish in the photographs. As there is no evidence of rubbish needing to be removed both the disposal and labour cost sought is dismissed.

12. The tenant acknowledged that she left couches on the berm to be collected by a third party. It appears that the third party did not collect the couches as the landlord has transported these to the dump on 3 May 2025. I award the cost of disposing of the couches.

13. The landlord claimed for the insurance excess to replace the carpet in one bedroom due to a large stain caused by the tenant. The insurance excess of $500.00 is awarded.

14. The landlord claimed for carpet cleaning, but the only photograph produced of the carpet is of the stairs leading to the flat. The landlord was not able to advise the age of the carpet. The landlord withdrew this claim at the hearing.

15. The landlord claimed for wall repairs and painting. There were no photographs produced showing areas that were painted other than the mouldy bathroom ceiling. This ceiling was cleaned and there was no photograph of the state of the ceiling after the cleaning. There is therefore no evidence that the ceiling needed to be painted after the cleaning. The landlord's claim for painting is dismissed.

16. The landlord claimed for repairs to a door. It is claimed that the damage was caused by the tenant when she broke the glass of the door in early 2023 when she was locked out and needed to gain entry. The landlord said that the damage to the door was not apparent until May 2025, three years later.

17. Given the passage of time and the possibility that any damage to the door may have been caused in the intervening period, the landlord's claim is dismissed.

18. Because [The applicant/s] has substantially succeeded with the claim I have reimbursed the filing fee.

19. The landlord also sought an order for name suppression and is entitled to an order as the successful party[2].

N Walker
11 November 2025

[2] Section 95A Residential Tenancies Act 1986

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.