[2025] NZTT 5321719

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: City Space Realty Limited

Landlord

RESPONDENT: Okusitino James Isitolo

Tenant

TENANCY ADDRESS: 256 Helvetia Road, Pukekohe, RD 1, Pukekohe 2676

ORDER

1. Okusitino James Isitolo must pay City Space Realty Limited $7,009.75 immediately, calculated as shown in the table below.

Description	Landlord	Tenant
Previous order application 5220403 dated 25/06/2025	$4,722.50	
Water bill (agreed by consent)	$187.50	
Locksmith job (agreed by consent)	$304.75	
Wall damages (agreed by consent)	$1,380.00	
Wardrobe damages & door damages (agreed by consent)	$1,495.00	
Rubbish removal	$300.00	
Total award	**$8,389.75**	
Bond	$1,380.00	
Total payable by Tenant to Landlord	**$7,009.75**	

2. The Bond Centre is to pay the bond of $1,380.00 (5757169-002) to City Space Realty Limited immediately.
3. This order incorporates the Tribunal order made on 25 June 2025 under application 5220403.

Reasons:

1. This tenancy commenced on 19 March 2012 and ended on 10 June 2025. The rent was $480.00 per week and the bond paid was $1,380.00. The property was originally managed by Barfoot & Thompson before management transferred to City Space Realty Limited in May 2014.
2. Following the end of the tenancy, the landlord filed an application seeking compensation for property damage and other costs. A prior Tenancy Tribunal order dated 25 June 2025 awarded $4,722.50, comprising rent arrears to 10 June 2025 ($4,492.86), water rates to 26 March 2025 ($202.64), and the filing fee ($27.00). The landlord asks for that order to be incorporated into this decision for enforcement, and seeks further awards for additional loss and damage.
3. A hearing was held by video conference, with both parties attending by teleconference. The tenant agreed to some of the landlord's claims but disputed others.

Claims and agreed items

4. The tenant accepted liability for the following:
    - Outstanding water bill – $187.50
    - Locksmith job – $304.75
    - Wall damages – $1,380.00
    - Wardrobe and door damages – $1,495.00

5. The following remained in dispute:
    - Shower door – $345.00
    - Kitchen cupboard doors – $920.00
    - Window glass – $690.00
    - Rubbish removal – $1,725.00

Parties' evidence and submissions

6. The landlord said that at the end of the tenancy several fittings were broken, missing, or removed, including cupboard doors, window panes, and the shower door, and that the property required cleaning and rubbish removal before it could be re-let.

7. The tenant, who had occupied the premises for 13 years, explained that the property was in poor and aging condition. He stated that the landlord had never undertaken inspections or maintenance during the tenancy, despite repeated requests for assistance with major issues, such as fallen trees. The tenant said most fittings were original and had reached the end of their useful life, and any breakages occurred naturally through age and wear. He also disputed responsibility for all rubbish claimed, saying some pre-existed his occupation.
8. The tenant additionally raised concerns about long-term disrepair and Healthy Homes compliance. The Tribunal advised that those matters were outside the present application but that he was entitled to bring a separate application through Tenancy services if desired.

Relevant Law

9. 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.
10. 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 RTA.
11. Under section 45(1)(b), landlords must maintain the premises in a reasonable state of repair, considering the age and character of the premises and how long they are likely to remain habitable. This is a continuing obligation—it endures throughout the tenancy.
12. Section 45(1A) declares it an unlawful act for a landlord to fail to meet their obligations under section 45(1)(a) to (ca) of the RTA. This reinforces this continuing duty: a landlord is not excused from maintenance obligations merely because of the premises' age or the time elapsed since they were built. A landlord must take active steps to prevent deterioration and respond promptly to repair needs that arise over time.
13. Sections 49B–49E set out tenant liability for careless damage in insured premises. The landlord must prove that the tenant caused the damage through carelessness or intent, and that it is not covered by insurance beyond the excess.

Analysis

14. This was a long-term tenancy of 13 years. With such duration, natural aging and wear are inevitable. Fixtures such as cabinetry, shower fittings, and window joinery have limited lifespans and require periodic maintenance or replacement. The landlord is expected to maintain those elements proactively. The landlord produced no inspection records, maintenance logs, or entry photographs showing the original condition of the premises. That absence of evidence makes it difficult to prove that the disputed damage was tenant-caused rather than the result of age or neglect of maintenance.

15. The Tribunal is therefore cautious in attributing liability to the tenant for older fixtures that failed near the end of a long tenancy.

Shower door – $345.00

16. The landlord says the shower door was taken off and required re-installation. The tenant says it came loose through age and corrosion and that the landlord had never serviced the bathroom. The Tribunal accepts the tenant's explanation. The landlord offered no evidence of recent maintenance or that the door was removed or damaged through misuse. Given the property's age and the humid bathroom environment, this appears to be normal deterioration. The landlord's claim fails because the landlord bore the maintenance obligation. Claim dismissed.

Kitchen cupboards – $920.00

17. The landlord says four cupboard doors were missing or damaged. The tenant says they fell off due to worn hinges and ageing materials. After 13 years, it is probable that cabinetry hinges and laminate panels would loosen or degrade without regular upkeep. The landlord did not produce any evidence showing the cupboards were intact at the tenancy's commencement or that the tenant caused their failure. The Tribunal is satisfied that this is ordinary wear and tear. Claim dismissed.

Window glass – $690.00

18. The landlord says four panes were damaged. The tenant says the putty had perished, causing the glass to fall out or crack. The landlord presented no records of maintenance or replacement of putty or glazing during the tenancy. This deterioration is consistent with long-term exposure and lack of upkeep, not tenant action. The landlord's maintenance duty includes addressing decayed putty and ageing glazing to preserve weather-tightness. The landlord's failure to do so cannot shift responsibility to the tenant. Claim dismissed.

Rubbish removal – $1,725.00

19. The landlord seeks the cost of rubbish removal. The tenant says much of the material in the photos existed when he moved in. The landlord relied on the ingoing condition report which did not record any pre-existing rubbish. But the landlord provided no entry photographs to corroborate this. Because the landlord bears the burden of proving the tenant caused the loss, the claim cannot succeed on uncertain evidence. The Tribunal is not satisfied on the balance of probabilities that all the rubbish was left by the tenant. I have allowed $300.00 as reasonable costs for rubbish removal attributed to the tenant.

Incorporated order

20. On 25 June 2025 the Tribunal made an order relating to this tenancy for the sum of $4,722.50. The previous order is incorporated into this order for enforcement purposes.

Filing fee

21. As the landlord has not wholly or substantially succeeded with the claims, the Tribunal does not consider it appropriate to order reimbursement of the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

J Setefano
17 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.