TENANCY TRIBUNAL AT WAITAKERE | TE TARAIPIUNARA RETIHANGA KI WAITĀKERE

APPLICANT: Barfoot & Thompson Limited as Agent for Rynat Investments Ltd (Verney, Tod)

Landlord

RESPONDENT: Chelsea Bayne

Tenant

TENANCY ADDRESS: Unit/Flat Unit 3, 21 Moor Avenue, Te Atatu Peninsula, Auckland 0610

ORDER

1. Chelsea Bayne is to pay Barfoot & Thompson Limited as Agent for Rynat Investments Ltd (Verney, Tod) $2,020.65 from the bond, for rent arrears to 9 July 2025, and compensation, as calculated and shown in table below:

Description	**Landlord**	**Tenant**
Rent arrears	$60.00	
Rent Credit		$84.03
Filing fee reimbursement	$28.00	
Oven/stove cleaning	$145.00	
Rubbish removal	$143.18	
Insurance excess	$750.00	
Lock/key replacement	$678.50	
Carpet Cleaning	$300.00	
Total award	**$2,104.68**	**$84.03**
Net award	$2,020.65	
Split Bond	$2,020.65	$419.35

2. The Bond Centre is to pay the bond of $2,440.00 (6433763-005) immediately apportioned as follows:

Barfoot & Thompson Limited as Agent for Rynat Investments Ltd (Verney, Tod):	$2,020.65

Chelsea Bayne: $419.35

3. I am dismissing the landlords claim for compensation to the new tenant.

Reasons:

1. Both parties attended the hearing.
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. The tenancy ended on 9 July 2025. The landlord provided rent records which prove the amount of $60.00 owing at the end of the tenancy.
4. The tenant does not dispute this. I am satisfied that the landlord has proven their claim for the rent arrears.

Tenant credit:

5. The tenant had a credit of $84.03 at the end of the tenancy. The credit is included in the calculations set out in the order.

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

6. 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. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1) (ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.
7. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
8. The tenant did not return the keys.
9. The landlord has provided the Tribunal with a pre let inspection report and photos and an exit inspection report and photos. In addition, the landlord has provided invoices for the cost of remedying the tenants' obligations at the end of the tenancy, such as:
    - Carpet cleaning dated 17 July 2025 for $515.00.
    - Locksmith and window latch replacement dated 17 July 2025 for $678.50.
    - Insurance excess for the replacement carpet dated 15 August 2025.
    - Oven cleaning dated 14 July 2025 for 145.00.

- Rubbish removal dated 17 July 2025 for $143.18.

Carpet cleaning:

10. The tenant left the property on the 9th of July 2025. On that day she obtained the services of a carpet cleaning services and paid $380.65.
11. The tenant accepts that the carpet was stained during the tenancy and some stains still remained after the carpet cleaning. The landlord said in addition to the stains the carpet smelt very badly of urine. The tenant strongly denies this.
12. The landlord obtained new tenants who moved into the property. The new tenant complained about the terrible urine smell in the carpets. The landlord had the carpets cleaned again on 17th July 2025. The landlord seeks the cost of the carpet cleaning. The new tenant was still unhappy with the smell of the carpets and eventually the carpets were replaced.
13. The insurance excess is sought for the carpet replacement.
14. The tenant believes she should not have to pay for two carpet cleans and then to have the carpets ripped up and replaced. I am awarding 50% of the cost of the second clean to the landlord and the insurance excess for the carpet replacement.

Oven cleaning and rubbish removal:

15. The tenant accepts she did not clean the oven and that there was rubbish left at the property, such as the child's bed head in the wardrobe. I am satisfied that the landlord has proven their claims for the carpet clean and insurance excess.

Locksmith:

16. The tenant accepts that she lost the house keys and did not return them to the landlord at the end of the tenancy. The tenant disputes the cost of the locksmith's invoice. I consider it is high, but the landlord said that is what was on the house and the locks should be like for like.
17. I am satisfied that the landlord has proven their claim for the locksmith invoice.
18. The bond centre is to split the bond between the parties as set out in the order.

Compensation:

19. The landlord seeks to claim $360.00 paid to the new tenant as a goodwill gesture due to the inconvenience of having to put up with the urine smell in the carpet and having to removal her furniture to allow the carpet to be replaced.
20. I cannot impose this compensation on the tenant. She is not responsible for the landlord decisions to give a good will payment to the new tenant. That is absolutely the decision of the landlords.

21. Because Barfoot & Thompson Limited as Agent for Rynat Investments Ltd (Verney, Tod) has substantially succeeded with the claim I have reimbursed the filing fee.

J Northwood
19 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.