[2025] NZTT 5272019, 5287705

TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANT:	Barfoot & Thompson Limited As Agent For Helio Investment And Holdings Ltd Landlord
RESPONDENT:	Kim Jeffrey, Rakai Heka-Beazley, Max Leuila, Moka-Daisy Moka-Daisy, Hinewai - Kellie Dale Tenant
TENANCY ADDRESS:	25A Paddington Street, Glen Innes, Auckland 1072

ORDER

1. The Tenants shall pay the Landlord $200.00 as listed in the table below.
2. The Bond Centre is to pay the bond of $4,000.00 (6407423-013) immediately apportioned as follows:

Barfoot & Thompson Limited As Agent For Helio Investment And Holdings Ltd:	$200.00
Kim Jeffrey, Rakai Heka-Beazley, Max Leuila, Moka-Daisy Moka-Daisy and Hinewai - Kellie Dale:	$3,800.00

Description	**Landlord**	**Tenant**
Repairs	$200.00	
Total award	**$200.00**	
Bond	$200.00	$3,800.00

Reasons:

1. Both parties attended the hearing.

2. The Landlord applied for refund of the bond, compensation and reimbursement of the filing fee. The Tenants applied for breach of Healthy Home standards, compensation and reimbursement of the filing fee.

   Tenants claims- Breach of Healthy Home Standards

3. Kim Jeffrey, Rakai Heka-Beazley, Max Leuila, Moka-Daisy Moka-Daisy and Hinewai - Kellie Dale claims that the landlord has breached the landlord's obligations under section 45(1)(bb) of the Residential Tenancies Act 1986 (RTA), which requires compliance with the Residential Tenancies (Healthy Homes Standards) 2019 (HHS). Kim Jeffrey, Rakai Heka-Beazley, Max Leuila, Moka-Daisy Moka-Daisy and Hinewai - Kellie Dale considers that the landlord has failed to comply with the HHS ventilation standard, HHS moisture ingress and drainage standard.

4. The Tenants reported that the curtains in the downstairs bedroom were affected by mould and provided photographic evidence in support of this claim. They also noted a leaking gutter located outside the bedroom, which they believed was contributing to the mould growth on the curtains and was exacerbated by inadequate window ventilation. The Tenants state that they notified the Landlord of these concerns in November 2023 but felt the Landlord dismissed the issue, as he advised that the guttering issue was fine provided the leak occurred only during rainfall and did not penetrate the interior of the property. The Landlord did not arrange for an inspection of the guttering.

5. The Landlord states that at the commencement of the tenancy no issues were raised concerning the Healthy Homes Standards or the condition of the downstairs curtains, which he asserts were in good order throughout the tenancy. He contends that if the Tenants allowed the curtain to hang or blow outside the window, this could have resulted in mould growth. According to the Landlord, the Tenants raised the issue only once in November 2023 and made no further complaints thereafter.

6. Compliance dates for the HHS vary depending on the tenancy:

   a. For private rentals

      i. If the tenancy commenced between 1 July 2021 and before 28 August 2022, the rental must comply within 90 days of the commencement of any new or renewed tenancy; or

      ii. If the tenancy commenced between 28 August 2022 but before 3 March 2025, the rental must comply within 120 days of the commencement of any new or renewed tenancy.

      iii. All private rentals must comply by 1 July 2025.

b. All boarding houses must comply by 1 July 2021.

c. All houses rented by Kāinga Ora and registered Community Housing Providers must comply by 1 July 2024.

7. The ventilation standard sets out minimum expectations around windows and doors, and in particular the area of doors and windows that are openable. The standard also requires that each kitchen and bathroom have extractor fans installed with a minimum defined extraction capacity.

8. The moisture ingress and drainage standard requires that buildings comprising residential tenancies must have efficient systems to drain storm water, surface water and ground water, and that includes gutters, downpipes and drains. The Standard requires a ground moisture barrier when there is an enclosed subfloor space.

9. The HHS does provide exemptions in specific circumstances.

10. In this case, I find that the Tenants have not provided sufficient evidence to establish that the Landlord was in breach of the Healthy Homes Standards. The photographic evidence of mould on the curtains, together with the Tenants' oral evidence regarding the leaking gutter, is insufficient to demonstrate non-compliance with the required standards. It is also relevant that, although the Tenants first raised these concerns in November 2023, no further complaints were made thereafter. If the gutter leak was of such significance the Tenants failed to continue notifying the Landlord, issue a 14-day notice to remedy or even seek a tradesperson themselves to inspect the issue. An independent Healthy Homes assessment would have strengthened the Tenants' position however this was not provided by Tenants.

11. The claims are dismissed.

Tenants claim for stress

12. The Tenants claim $500.00 for stress, time, and inconvenience. They say they were pressured to pay for repainting parts of the property and felt bullied by the Landlord in relation to repairing certain damage and cleaning the premises. They state that during the final inspection the Landlord was combative, pointing out minor dust issues, alleging that areas had been missed, and asserting that the ovens were not clean, despite the Tenants having cleaned the property thoroughly. The Landlord also identified marks and chipped paint on the walls and required the Tenants either to arrange repainting or to pay the Landlord's contractor. The Tenants further state that the property was not clean at the start of the tenancy. They say they were required to take time off work to pursue the bond refund and prepare this case, and that they felt they were being used to improve the overall condition of the property.

13. The Landlord submits that during the final inspection he observed dusty skirting boards and some remaining rubbish, and that he was simply fulfilling his

responsibilities in identifying these issues. He states that he was acting under instruction and was under considerable pressure from the property owner.

14. Having considered the evidence, I find that the Tenants have not established that the Landlord caused them stress or inconvenience beyond what is ordinarily associated with the performance of a landlord's duties. It is reasonable and expected that a landlord will assess the cleanliness and condition of the premises at the end of a tenancy, and the level of detail required during such inspections can be extensive. The Landlord's comments about the cleanliness fall within the scope of a standard exit inspection, and I am not satisfied that the conduct described exceeds what could normally be expected in these circumstances.

15. The claim is dismissed.

Landlords claims- wall repairs

Is the tenant responsible for the damage to the walls?

16. 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.

17. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

18. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

19. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

20. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

21. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a

person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

22. The following damage was identified as having occurred during the tenancy: damage to walls throughout the property. The Landlord did not provide an ingoing inspection report to establish that the dents and patched areas were not present prior to the commencement of the tenancy. However, the Tenants acknowledged that they had mounted two televisions and provided photographs of the patching work they carried out. They stated that this patching was consistent with what they had advised the Landlord they would do when installing the televisions, and that they did not undertake any further work such as repainting or colour matching as they had not agreed to do so at the start.

23. Section 42(6) of the Residential Tenancies Act 1986 provides that if, on removing any fixture, the tenant causes damage to the premises, the tenant must inform the landlord immediately and, at the landlord's option, either repair the damage or compensate the landlord for any reasonable costs incurred in repairing that damage.

24. Having considered the evidence, I find that the Tenants were required to restore the walls to their original condition after removing the fixtures. While the Tenants stated that they informed the Landlord they would patch the walls, they did not repaint or colour match the affected areas as would have been necessary to return the walls to their prior state. As a result, I consider it appropriate to award the Landlord $200.00 for the cost of remedial work.

25. The damage exceeds fair wear and tear, and the Tenants have not disproved their liability for it.

26. The amounts ordered are proved.

27. As neither party has been substantially successful, name suppression is refused and both parties shall pay for their own filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

A Aiolupotea
23 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.