**[2025] NZTT 5318482**

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

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: Jay Edward Coppen

Tenant

TENANCY ADDRESS: 16 Drake Street, Vogeltown, New Plymouth 4310

## ORDER

1. Jay Edward Coppen must pay Kāinga Ora–Homes And Communities $881.92 immediately, calculated as shown in table below.

| Description | Landlord | Tenant |
|---|---|---|
| Replacement door | $276.48 | |
| Grass slashing | $605.44 | |
| **Total award** | **$881.92** | |
| **Total payable by Tenant to Landlord** | **$881.92** | |

2. This order is in addition to the mediated order sealed on 19 September 2025 and should be read alongside the mediated order.
3. The landlord has agreed the $881.92 ordered today can also be paid by fortnightly payments of $90.

**Reasons:**

1. The landlord attended the hearing.
2. The landlord has applied for compensation following the end of the tenancy. There was a mediation in September 2025 and the parties agreed to orders for all but two claims – the lawns and replacing a door.

*The lawns*

3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986 (RTA).
4. The RTA does not require the premises, including the lawns and gardens, 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.
5. This is the landlord's claim to prove. I was provided with photos taken at the end of the tenancy. I can see the grass was very long and would have needed to be slashed first before cutting. I note the final inspection was three weeks after the end of the tenancy, but find this would have made little difference in May and when the lawn was already overgrown. I have no evidence from the tenant. I find this claim is proved and allowed.

*The door*

6. There was damage to a door in bedroom one. The 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 responsible for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.
7. The landlord proved the damage to the door happened during the tenancy. The photos show the damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. The amount ordered is proved.

THE SEAL OF THE TENANCY TRIBUNAL

K Koller
02 December 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.