TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Miracle Na Waikato

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. The Bond Centre is to pay the bond of $1,520.00 ([Bond number suppressed]) immediately apportioned based on the table below:

Description	**Landlord**	**Tenant**
Lock/key replacement	$259.28	
Cleaning	$120.00	
Window repairs	$169.05	
Replace heat pump remote	$28.75	
Filing fee reimbursement	$28.00	
Total award	**$605.08**	
Bond	$605.08	$914.92

Reasons:

1. Only the landlord attended the hearing, which was held by video conference. The tenant did not join the conference and so I placed two calls to the mobile number provided for her in the application and as confirmed on her latest tenancy agreement. Both calls went immediately to voicemail.

2. I am satisfied that the tenant has been served with the lanldord's application in accordance with the service provisions of the Residential Tenancies Act 1986 and has been sent a notice of hearing notifying her of the hearing today, and so the hearing proceeded in the tenant's absence.

3. The landlord has applied compensation for replacing locks ($259.28), cleaning ($420.00), repair of damage to walls, doors and painting ($3,697.25), missing heat pump remote replacement ($28.75) and repair of a broken window ($169.05), refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

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

4. 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.

5. The landlord said that the tenant did not leave the property reasonably clean and tidy, did not return the keys and did not leave the heat pump remote behind for the next tenant.

6. The landlord provided both entry and exit inspection photos showing the heat pump remote present and the start and missing at the end of the tenancy, and photos of keys provided at the start and the locks being changed at the end of the tenancy.

7. The landlord provided an invoice for both the heat pump ($28.75_ and the locks ($259.28).

8. These claims are proved.

9. Tenants do not need to leave the tenancy property spotless and ready for a new tenant to move into. They only need to leave it "reasonably clean and tidy".

10. Having reviewed the photos I consider that the tenant left the property fairly close to being reasonably clean and tidy, particularly as the tenancy property was fairly worn. However the interior of the oven required some additional cleaning, the windowsills needed wiping down and various items have been left behind in the kitchen cupboards. I consider that an award of $120.00 is a fair proportion of the cleaning invoice (submitted in evidence in the amount of $420.00) to get the property to the reasonably clean and tidy standard. It is usual for landlords to do additional cleaning before a new tenant moves in.

Is the tenant responsible for the damage to the premises?

11. 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.

12. The landlord said that a window in the front door was broken and had to be repaired at a cost of $169.05 as proved by invoice. I was able to review the entry and exit inspection photos and find that the landlord has proven that the window was broken (cracked) during the tenancy.

13. This claim is proved.

14. The landlord also claimed the amount of $3,697.25 for repairing damage to walls and doors and plastering/painting. However on review of the exit inspection photos I was unable to see any damage that was not present in the entry inspection photos (apart from some additional wear and tear).

15. I am not satisfied that the landlord has proved that this damage occurred during the tenancy and is more than fair wear and tear.

16. The claim for damage to doors/walls is therefore dismissed.

Filing fee and name suppression

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

18. The landlord sought an order for name suppression as the substantially successful party pursuant to section 95A RTA and I order accordingly (noting that there are no public interest considerations that would make suppression inappropriate in this case).

M Allan
16 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.