[2025] NZTT 5342670

TENANCY TRIBUNAL AT HAMILTON | TE TARAIPIUNARA RETIHANGA KI KIRIKIRIROA

APPLICANT: Barfoot & Thompson Limited As Agent For Ting Yang

Landlord

RESPONDENT: Amol Chraya, Rushkeen Kaur

Tenant

TENANCY ADDRESS: 25 Roby Street, Te Atatu Peninsula, Auckland 0610

ORDER

1. Amol Chraya and Rushkeen Kaur must pay Barfoot & Thompson Limited As Agent For Ting Yang $1,520.06 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears to 6 October 2025	$3,205.71	
Water rates	$10.86	
Rubbish removal	$190.99	
Cleaning	$402.50	
Repairs: and paint	$322.00	
Filing fee reimbursement	$28.00	
Total award	**$4,160.06**	
Bond (already refunded to the landlord)	$2,640.00	
Total payable by Tenant to Landlord	**$1,520.06**	

Reasons:

1. The matter was first heard by telephone on 29 October 2025. The landlord attended the hearing but the tenants did not. The tenants were called on both numbers recorded on the application but did not answer. The matter was adjourned as the landlord amended its claim.

2. Both parties attended today's hearing which was also held by telephone.
3. The landlord has applied for rent arrears, compensation, and reimbursement of the filing fee following the end of the tenancy. The bond was returned to the landlord by the Bond Centre with the agreement of the tenants prior to the hearing.

How much is owed for rent and water rates?

4. The tenancy started on 27 September 2023 and ended on 6 October 2025. The landlord provided rent records and water rates invoices which prove the amount owing at the end of the tenancy. The tenants accept they owe the rent and water rates claimed.
5. For transparency I have set out the full rent owed at the end of the tenancy. The tenants agreed the bond could be used to reduce the rent arrears at the end of the tenancy.

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 (RTA).
7. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
8. The landlord originally claimed $805.00 for cleaning. The tenant raised at the hearing that the property was not reasonably clean and tidy at the start of the tenancy, particularly the kitchen. In recognition of this the landlord reduced the amount sought for cleaning to 50% of the amount claimed.
9. The tenants also raised that mould continually grew in the property and while they cleaned/removed the mould to start with they stopped doing so as it continued to grow back. The tenants say they raised mould at each inspection.
10. The property managers changed during the tenancy. An inspection report during the tenancy recorded mould on a bedroom wall and on the extractor fan in the bathroom. Apart from that the property manager/landlord was not aware that the tenants had raised any issues about mould. The property managers said windows in the premises were usually shut when inspections were done during the tenancy.
11. The tenants have not provided photos of mould growing during the tenancy. Apart from the comment made by a property manager during one inspection (as

set out above) there is no other evidence that the tenants raised that mould was growing throughout the tenancy.

12. After considering all of the evidence I am satisfied that the tenants are liable for the reduced amount claimed by the landlord for cleaning. I consider $402.50 is reasonable for the work needed to bring the property up to the standard required by the RTA at the end of the tenancy. As explained at the hearing, the landlord does not have to provide the tenant a quote setting out how much the work will cost before they have a property cleaned.
13. The tenant accepts rubbish and belongings needed to be removed at the end of the tenancy and accepts the cost claimed.
14. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

15. 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.
16. 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). 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)(a) and (b) RTA.
17. 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.
18. 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.
19. The following damage was caused during the tenancy:

    Repairs to the wall:

20. Damage was caused to the gib lining by the sliding door in the dining area. The gib was dented and cracked.
21. The tenant told the property manager at the time about the crack. They say it appeared but they did not know how it happened and believe it was caused by

the house shifting. They say the property manager at the time told them he was going to look into it, but never got back to them.

22. I am satisfied that the damage was caused during the tenancy. From the photos of the crack I am satisfied that the damage was not caused by the house shifting, or by fair wear and tear. In my view the crack is caused by impact. I find the damage to the wall was at least carelessly caused and that the tenants are liable for the cost to repair. The amount claimed is reasonable for the work needed.
23. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
24. The amounts ordered are proved.

Other matters

25. *Reimbursement of the filing fee:* As the landlord has been wholly successful in its claim I must order reimbursement of the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

W Lang
17 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.