TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Tamrat Gebreyohanes, Abeba Hagos Kahsay

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlords name and identifying details.
2. Tamrat Gebreyohanes and Abeba Hagos Kahsay must pay [The landlord/s] $28.00 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $492.25 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Cleaning	$291.00	
Weeding	$201.25	
Filing fee reimbursement	$28.00	
Total award	**$520.25**	
Bond	$492.25	
Total payable by Tenant to Landlord	**$28.00**	

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for compensation.

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

3. 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.

4. The Tenant did not remove all rubbish or adequately weed the garden at the end of the tenancy. The outgoing inspection report identified that several areas required cleaning, including cupboards, oven, shower, drain, heat pump, kitchen drawers, window sills, blinds, tap and areas requiring vacuuming. The Landlord provided an invoice for the cleaning undertaken.

5. The Tenant disputed liability, stating they had made their best efforts to clean the premises and that some marks, including a mark in the toilet, could not be removed. The Tenant further submitted that certain marks were present at the commencement of the tenancy.

6. The Landlord also submitted that the Tenant failed to remove all weeds from the garden and did not clean the rubbish bins. Photographs taken at the conclusion of the tenancy were provided, showing weeds and dirty bins. An invoice for this work was also submitted.

7. The Tenant submitted that they completed as much weeding as possible and that the garden was small. They questioned the charge for cleaning the bins, asserting that the bins were full at the start of the tenancy. The Landlord submitted that they were not notified that the bins were full at the commencement of the tenancy.

8. In considering the evidence, I find the Tenant is liable for the cleaning and weeding costs claimed. The Landlord has provided clear photographic evidence from the end of the tenancy showing drain hair requiring removal, marks requiring wiping, weeds in the garden, and a dirty rubbish bin requiring cleaning. The outstanding cleaning requested by the Landlord for the Tenant was not that of professional cleaning, but the ordinary obligation on a tenant to leave the premises in a reasonably clean and tidy condition.

9. The amounts ordered are proved.

10. Section 95A RTA provides the Tribunal must, on the application of a party that has wholly or substantially succeeded in proceedings, order that the party's name or identifying particulars not be published, unless the Tribunal considers that publication is in the public interest or is justified because of the party's conduct or any other circumstances of the case.

11. As the Landlord has wholly succeeded with the claim the Tenant must reimburse the filing fee and name suppression is granted to the Landlord. As the Tenant has not been successful, name suppression is not granted.

A Aiolupotea
18 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.