**TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI**

APPLICANT: [The applicant]

Tenant

RESPONDENT: [The respondent]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

## ORDER

1. Applications for suppression have been made in this case, and the Tribunal orders suppression of the parties' names and identifying details.
2. [The tenant] to pay [he landlord] $1,028.00 from the bond, calculated as shown in the table below.
3. The Bond Centre is to pay the bond of $1,560.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord]: $1,028.00

[The tenant]: $532.00

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Benchtop replacement (insurance excess) | $1,000.00 | |
| Carpet Cleaning | $28.00 | |
| **Total award** | **$1,028.00** | |
| Bond | $1,028.00 | $532.00 |

**Reasons:**

1. Both parties attended the hearing.
2. The tenant has applied for the bond. The landlord has applied for compensation for damage to a kitchen benchtop, payment from the bond, and reimbursement of the filing fee following the end of the tenancy. Both parties seek name suppression.

**Background**

3. This tenancy was from September 2022 to September 2025.
4. There were no serious problems until shortly before the end of the tenancy when the landlord noticed burn marks on the Formica kitchen benchtop and that the benchtop behind the cooktop had dropped significantly revealing the gib below the splashback.
5. The tenant largely remediated the burn marks, and they are not relevant for the purposes of this decision. The dispute is over liability for the benchtop dropping.
6. The landlord has owned the premises, as well as the three other units in the building, since 2004. He had a new kitchen installed in the premises in 2015. I accept the landlord’s evidence that it was installed professionally.
7. The landlord also installed a new cook top in the premises shortly after the tenancy began.
8. The tenant says that he was not aware of the damage and suggests that it was present from the beginning of the tenancy.

**Law**

9. The tenant must not carelessly or intentionally damage the premises.
10. 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.
11. 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).
12. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent.

## Evidence, Discussion and Decision

13. The landlord produced photographs and video evidence showing the benchtop at the start of the tenancy and after the landlord noticed the damage.

14. In the video, taken just before the tenancy started, one can see what looks like a black line at the back of the cooktop. The landlord said that it was the silicone along the join between the benchtop and the wall at the back and that it had become discoloured from use of the cooktop.

15. The tenant suggested that it shows the gap that the landlord now complains of.

16. I find that the video shows discoloured silicone not a gap. The gap exposes unlined gib which is white, and the video shows a black line or at least a dark colour. The landlord says that whatever has caused the benchtop to drop, for example overflows from cooking, has stripped away the gib lining as well.

17. I note as well that the ingoing condition report, signed by the parties, does not record any defect in the kitchen. The gap that is in contention is obvious. The landlord has measured it at 12mm. I think it would have been seen and noted if it was there at the start of the tenancy.

18. It follows that the landlord has proved that the gap occurred during the tenancy. It is therefore up to the tenant to disprove responsibility for it.

19. Obviously, the tenant cannot say in response that it was there at the start of the tenancy because I have found otherwise.

20. The tenant suggested that it could be due to the age of the benchtop. 10 years is not old for a benchtop, and I would not expect a well-constructed kitchen to deteriorate significantly after that time. There is no evidence of any defect in the construction of the benchtop or the unit supporting it. The landlord produced photographs showing other older benchtops in other units showing no sign of damage.

21. The landlord suggested that overflows from cooking could have weakened the MDF material of which the unit is made, and which supported the benchtop and caused it to sag under its own weight. That is a plausible explanation. I note that the dropping is limited in length to the width of the cooktop and only slightly beyond on either side.

22. I find that the tenant has not proved that he is not responsible for the damage to the benchtop and therefore he is liable to compensate the landlord for the cost of replacing the benchtop.

23. The landlord has rightly limited his claim to his insurance excess of $1,000 and so I have awarded that. The landlord has succeeded and so I have awarded the filing fee.

**Suppression**

24. Both parties have applied for name suppression. The landlord is entitled to it because he has succeeded. I find that the tenant should have it as well. There is very little public interest in the tenant being named. This damage was an unfortunate accident, and I accept that the tenant was unaware of it. It would be unfair to name him in the published order.

R Armstrong
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.

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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.