TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. [The tenant/s] are to pay [The landlord/s] $216.30 from the bond, calculated as shown in the table below.
2. Name suppressions is awarded in favour of both parties.
3. The Bond Centre is to pay the bond of $2,240.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]: $216.30

[The tenant/s]: $2,023.70

Description	**Landlord**	**Tenant**
Compensation		$200.00
Cleaning	$330.05	
Carpet Cleaning	$86.25	
Total award	**$416.30**	**$200.00**
Net award	$216.30	
Bond	$216.30	$2,023.70

Reasons:

1. Both parties attended the hearing.
2. The tenants apply for compensation regarding a shattered shower door.
3. The landlord has applied for compensation and refund of the bond following the end of the tenancy.

The Tenant's application

4. The tenants claim that the shower door in one of the tenant's ensuites shattered and was not repaired by the landlord until 26 April 2025. The tenants also claim that the shattered glass was not cleaned upon until 8 March.
5. The landlord claims it did everything it could to repair the door and clean away the shattered glass.
6. Under s 45 of the RTA, a landlord must provide and maintain the premises in a reasonable state of repair, having regard to the age and character of the premises and the period during which the premises are likely to remain habitable and available for residential purposes. A landlord must also comply with all requirements in respect of buildings, health, and safety under any enactment so far as they apply to the premises.[1]
7. The obligation of the landlord to provide premises in a reasonable state of repair is not absolute. A landlord does not have to foresee a latent and unobservable defect before it causes damage (see *Barfoot & Thompson v Casey*.[2]) Further, a tenant must notify the landlord as soon as possible after discovery of any damage to the premises and the need for repair. [3] The landlord's obligation is to then repair within a reasonable time after knowledge of the need for repair.[4]
8. The premises was only two years old at the outset of the tenancy. The shower door should not have shattered. I consider that the door was not repaired within a reasonable time and award the tenants $200 as a reasonable compensation for the loss of amenity in not being able not use the shower properly.

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

[1] Section 45 of the RTA
[2] DC Auckland CIV 2005 004 1762, at [28]
[3] S 40(1)(d) of the RTA, *Vu v Hutchings* [2016] NZTT 4054247, at [13]
[4] *Collins v Professionals Hutt City Ltd* DC Wellington CIV 2009 085 1431, at [15]

9. At the end of the tenancy the tenants 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.

10. The tenants did not leave the premises reasonably clean and tidy. Photographs shown to me indicate there was further cleaning required, as well as some carpet spot removal.

11. The tenant's main complaint here was that initially they were told that the amount being sought was higher than what was eventually claimed. They claim to feel cheated by the landlord.

12. Although the error was upsetting for them, I find that ultimately the amount has reduced and so they have benefited. They advanced no evidence against the landlord's assertion that cleaning was required.

13. The amounts ordered above are proved.

14. As both parties have had a measure of success I consider the filing fee should not be refunded but I do allow name suppression.

D Watson
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.