TENANCY TRIBUNAL AT TAURANGA | TE TARAIPIUNARA RETIHANGA KI TAURANGA MOANA

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: Advantage Realty Limited as agent for Kevin & Larraine Harris Donna Aitchison

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 tenant's name and identifying details.
2. [The tenant/s] to pay Advantage Realty Limited as agent for Kevin & Larraine Harris Donna Aitchison $1,329.15 from the bond, as calculated in the table below:

Description	**Landlord**	**Tenant**
Rent arrears to 6 August	$104.32	
Water rates to 6 August 2025	$68.33	
Cleaning	$333.50	
Carpet Cleaning: stain treatment	$215.00	
Rubbish removal	$130.00	
Kitchen cabinet repair	$50.00	
Repairs: flooring	$400.00	
Filing fee reimbursement	$28.00	
Total award	**$1,329.15**	
Bond	$1,329.15	$1,590.85

3. The Bond Centre is to pay the bond of $2,920.00 ([Bond number suppressed]) immediately apportioned as follows:

Advantage Realty Limited as agent for Kevin & Larraine Harris Donna Aitchison:	$1,329.15
[The tenant/s]:	$1,590.85

4. All other claims are dismissed.

Reasons:

1. Both parties attended the hearing.
2. The tenant has applied for a refund the of bond and compensation.
3. The landlord has made a cross application for rent arrears, outgoings, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
4. Both parties have provided evidence, and I have reviewed this even if there is no direct reference to it.

How much is owed for rent and water rates?

5. The tenancy ended on 6 August 2025.
6. The landlord provided rent records and water rates invoices which prove the amount owing of $104.32 for rent and $68.33 for water at the end of the tenancy.
7. The tenant did not directly dispute the water amount; however, she did consider that she had calculated the rent arrears and was not sure how there was still an amount owing.
8. On review of the evidence, I consider that the amounts ordered are proved.

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

9. 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).
10. The landlord says that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. In particular, the landlord claims for cleaning throughout the property, and in particular to the carpets, kitchen (including drawers and cabinets) and bathrooms. The landlord says that there was also rubbish left at the property, including building supplies and a tyre. A

pre-tenancy inspection report and post tenancy inspection report has been provided.

11. The landlord claims $333.50 for cleaning, $215.00 for stain treatment to the carpet and some rubbish removal cost. The invoice for rubbish removal includes repair of a kitchen cabinet, and the costs have not been itemised. Accordingly, I have attributed $180.00 to rubbish removal and $50.00 to the kitchen cabinet (which will be dealt with below).

12. The tenant strongly disputes these amounts. She says that at the commencement of the tenancy, the property was filthy, and that extensive cleaning was required throughout the property. The tenant has provided photographs she took at the start of the property. She says she should not be responsible for these amounts as the property was left in a better condition than when the tenancy commenced. The tenant engaged professional cleaners who provided her photographs at the end of the tenancy that show the property was left in a reasonably clean and tidy condition. The tenant also disputes that any rubbish was left at the property and considers that there was an arrangement made with respect to a table left behind, that the property manager failed to adhere to.

13. On review of the evidence, I consider that some further rubbish removal was required, even if there were some pieces of wood that were there at the commencement of the tenancy (such as beside the shed). There is nothing shown in the pre-purchase inspection report however, there is no photo of this location. Accordingly, I have reduced the amount awarded for rubbish removal to $130.00.

14. In respect of the cleaning, on review of the evidence I do consider that further cleaning and spot cleaning to the carpet was required, and these amounts are awarded. Even if the property was not perfectly tidy at the commencement of the tenancy, which isn't supported by the pre-tenancy inspection report, the photographs show that it was in a worse condition at the end of the tenancy.

15. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

16. 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.

17. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the

damage is presumed to have occurred after that date unless the tenant proves otherwise.

18. 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). See section 49B(3)(a) RTA.

19. 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)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

20. 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.

21. 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.

22. The landlord claims for repairs to the flooring, causing by a large scratch to the flooring, that was repaired at the invoiced cost of $400.00. The landlord also claims for the cost to reinstall a kitchen cabinet at the amount I have allocated for $50.00 (see above).

23. The tenant is not sure about the kitchen cabinet, as it may not have been reinstalled by their engaged contractors, who carried out works at the end of the tenancy.

24. The tenant disputes the flooring damage and does not consider that this was evident at the end of the tenancy and says they did not damage the flooring.

25. On review of the evidence, I consider that the kitchen cabinet did require reinstallation and this amount is awarded. In respect of the flooring damage, although the exit report has not noted this, a photograph and invoice has been provided, together with evidence of its age, and I am satisfied that is it more likely than not that this damage occurred during the tenancy, at least carelessly.

26. The following damage was caused during the tenancy: Floor and kitchen cabinet. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

27. The amounts ordered are proved.

28. The tenant has made an application for compensation relating to lawn mowing not being completed, poor cleanliness of the property on entry and lost wages

as a result of the landlord's claims. However, I have dealt with most of these claims in consideration of the landlord's claims. I have insufficient evidence of the mowing claim, and this is dismissed.

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

30. The tenant requested name suppression on the basis that she made the application because of the high amount of costs being claimed against her and she does not want it to affect her ability to obtain a tenancy in the future. I consider in the circumstances that she had reasonably questioned the costs awarded against her, and name suppression is awarded. The landlord did not seek name suppression. See section 95A of the RTA.

R Harvey-Lane
19 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.