TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlords

RESPONDENT: Doron Seu-Leniu

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. The Tribunal orders suppression of the Landlords' names and identifying details.
2. The tenancy of Doron Seu-Leniu at [Tenancy address suppressed] is terminated, and possession is granted to [The landlord/s], immediately.
3. The Tribunal grants leave to allow the possession order to be enforced immediately.
4. The Bond Centre is to pay the bond of $2,800.00 ([Bond number suppressed]) to [The landlord/s] immediately.
5. Doron Seu-Leniu must pay [The landlord/s] $981.04 immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Rent arrears	$2,800.00	
Power	$633.04	
Repairs	$320.00	
Filing fee reimbursement	$28.00	
Total award	**$3,781.04**	
Bond	$2,800.00	
Total payable by Tenant to Landlord	**$981.04**	

REASONS

Background

1. This tenancy started in April 2024. The Landlords say the Tenant moved out in about November 2025, but his teenage children have remained in the premises – joined occasionally by their mother.

2. The Landlords say that the Tenant stopped paying the rent and power bills on 11 November 2025. The Landlords say that they have also discovered damage at the premises, including a burnt fence, a damaged garage door and damage to interior walls, doors and other surfaces.

3. The Landlords have therefore applied to terminate the tenancy and to recover $2,800 in rent arrears, more than $800 for unpaid power bills and compensation for the damage they have observed at the premises. They also remained concern that there is other damage to the premises, and that more damage will occur while the tenancy continues.

4. The Tenant did not attend the hearing.

The issues

5. The issues I must determine in this case are:

   (a) Does the Tenant owe rent arrears and unpaid power bills?

   (b) Is the Landlord entitled to recover compensation for damage to the premises?

   (c) Should I terminate the tenancy?

The rent and power bills

6. The Landlord has supplied a rent summary that shows the Tenant has rent arrears of $2,800. He has not paid the rent since 11 November 2025. I accept that rent summary as an accurate record of the rent paid. I therefore find the Tenant owes the Landlord $2,800 for rent arrears.

7. The power bills were in the Landlords' name. The Landlords say that the power bills were in their name as the power company would not contract with the Tenant due to issues in his past. The Tenant was nonetheless liable for all power charges for the premises,[1] and until about October 2025 he paid for all power charges.

8. The Landlord seeks to recover the following power costs that it they paid to Genesis Energy on behalf of the Tenant:

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[1] Residential Tenancies Act 1986, section 39(3) and (4), under which a tenant is liable for all outgoings attributable to their occupation of the premise.

(a) $293.04 – for power to the premises between 22 September and 20 October 2025; and

(b) $341.00 - for power to the premises between 21 October and 19 November 2025; and

9. The Landlords also seek an unspecified amount for the power to the premises from 20 November to 20 December 2025.

10. The Landlords have proven that the Tenant did not pay the October and November 2025 power bills, and that they have paid those bills instead. The Landlord has provided copies of those bills and evidence to show that they paid those bills on behalf of the Tenant. I therefore order that the Tenant must $633.04 to the Landlords.

11. I make no orders for any unpaid power bills since 19 November 2025. That loss has not yet accrued. The Landlords have not yet been invoiced for that power and will need to bring a separate claim to the Tribunal to recover that amount.

Is the Landlord entitled to compensation for damage to the premises?

12. There is a general principle that a tenant has no liability or obligation to meet the cost of any damage to the premises.[2] However, a tenant can be liable where:

(a) the landlord proves that the damage was caused during the tenancy and was not fair wear and tear; and

(b) the tenant does not prove that the damage was not caused by any careless or intentional act or omission.[3]

13. Fair wear and tear is deterioration due to both reasonable use and ordinary operation of natural forces, reasonable conduct on the part of the tenant being assumed.[4]

The burnt fence

14. The Landlords have proven that the Tenant's ex-partner, who was on the premises with the Tenant's consent, damaged the corrugated iron and timber fence at the rear of the premises. The Landlords say that the Tenant's ex-partner set fire to rubbish that was in a 40-gallon drum. The fire spread, damaging the fence.

15. I accept that evidence and find that this damage was caused carelessly. It was not intentional, but by starting a fire so close to the fence, I find that the Tenant's ex-partner acted carelessly.

16. The Landlords have provided an estimate of $320 to repair the fence. That is for materials only and, in my view, is a more than reasonable estimate of the cost of

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2 Residential Tenancies Act 1986, s 49A
3 Residential Tenancies Act 1986, s 49B
4 *Accessible Properties New Zealand Ltd v McKeefry* [2019] NZTT 4114629, 4169403

the work that will be required. I therefore order that the Tenant must pay that amount to the Landlord. The Tenant is liable for his ex-partner's careless actions.

The other compensation claims

17. The Landlords have also brought a claim for damage to the premises. They have presented photographs that show holes in walls, a door and a damaged garage door. They say that the Tenant has a history of damaging the property and they are worried that the longer the tenancy lasts, the more damage they will find when they take possession.

18. I make no orders regarding the balance of the Landlords' compensation claims. Although they have provided some photographs that show damage, they have not yet incurred the cost of remedying the damage. They also suspect that they will have other damage claims once they have possession of the premises. I therefore find that this part of their damages claim has not yet accrued. As with the claim for the last power bill, the Landlords will need to bring this claim later.

Should I terminate the tenancy?

19. Where the rent is in arrears by more than 21 days, the Tribunal must terminate the tenancy,[5] unless the rent has been paid, the Landlords have been compensated for any loss and the Tribunal is satisfied that it is unlikely that the Tenant will commit a similar breach.[6]

20. The rent is in arrears by more than 21 days. The weekly rent is $700, and the rent arrears are $2,800. That means the rent is in arrears by four weeks, or 28 days. The Tenant has not paid that rent or otherwise compensated the Landlords for their loss, and there is no indication that he will. I therefore find that there are grounds to terminate the tenancy for unpaid rent.

21. I also order that the Landlords are entitled to immediate possession of the premises.[7] Under section 138 of the District Courts Act, I also have the power to grant leave to allow a possession order to be enforced immediately.[8] Given the absence of the Tenant from the premises, the damage shown in the photographs presented by the Landlord and the real risk that further damage may occur, I consider this is a case where it is appropriate that leave be granted for an immediate enforcement of the possession order.

Filing fee and name suppression

22. The Landlords have been substantially successful in their claims, so they are entitled to recover the filing fee and to name suppression. I order accordingly.

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5 Residential Tenancies Act 1986, section 55(1)(a).
6 Residential Tenancies Act 1986, section 55(2).
7 Residential Tenancies Act 1986, section 64(3).
8 A Tenancy Adjudicator is a Judge for the purposes of section 138(1) of the District Courts Act – see section 106(2) of the Residential Tenancies Act.

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.