[2025] NZTT 5327622

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Peter Eugene Harrison Maunsell

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlord's name and identifying details.
2. Peter Eugene Harrison Maunsell must pay [The landlord/s] $8,262.00 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent arrears from 31 May 2025 to date of eviction on 18 June 2025 ($1,465.71) together with additional rent for the period 19 June 2025 to 25 June 2025 until the tenant's belongings were removed ($539.98)	$2,005.69	
Water rates to end of tenancy	$45.75	
Cleaning	$200.00	
Lawnmowing	$120.00	
Lock/key replacement	$144.36	
Garage door remote replacement	$168.20	
Repair to walls, plastering and painting (depreciated)	$2,500.00	
Blind replacement (depreciated)	$750.00	
Carpet replacement (depreciated)	$1,500.00	
Replace front door (depreciated)	$800.00	
Filing fee reimbursement	$28.00	
Total award	**$8,262.00**	
Total payable by Tenant to Landlord	**$8,262.00**	

Reasons:

3. Only the landlord attended the hearing.

4. The tenancy began on 12 March 2023. The landlord explained that the tenancy was terminated by order of the Tribunal on 28 May 2025, that the tenant did not turn up to that hearing, did not vacate on the possession date and was evicted when the Court Bailiff took back possession on 18 June 2025.

5. The landlord has already taken enforcement steps in relation to an order for rent and water owing to 30 May 2025. The bond has been released to the landlord.

6. The landlord has now applied for further rent arrears, further water arrears, compensation for cleaning, lawnmowing, changing locks and various damage, together with reimbursement of the filing fee.

7. I am satisfied that the tenant has been served in accordance with the provision of the Residential Tenancies Act 1986 and so the hearing proceeded in the tenant's absence.

How much is owed for rent and water rates?

8. The tenant was evicted on 18 June 2025. The landlord is therefore entitled to further rent for the period 31 May 2025 to 18 June 2025 ($1,465.71).

9. When the tenant was evicted he left all of his possessions behind. The landlord produced copies of text correspondence with the tenant where they discussed making arrangements for the tenant to collect his belongings. These messages show that the tenant did so on 25 June 2025. I consider that the landlord is entitled to rent for that additional period (539.98). The landlord could have removed and stored the tenant's belongings but this would have incurred greater expense.

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

10. 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.

11. The landlord says that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The landlord produced an invoice for cleaning in the amount of $966.00 and claims this amount.

12. The landlord explained that the tenant made no preparations to leave, was removed by the Court Bailiff, and so left all his things behind and didn't do any cleaning.

13. The landlord did not have photos of the condition of the property prior to cleaning but during the hearing played a video on his phone which showed the condition of the property after the tenant had left.

14. I note that the property has not been cleaned, the tenant's possessions are still all in place. The tenancy appears to be fairly well organised and tidy.

15. In considering this claim I remind myself that a tenant does not need to leave a property in spotless condition and ready for a new tenant to move into. They only need to leave the property reasonably clean and tidy.

16. In this case all of the usual things that a tenant would normally do (cleaning the bathroom, cleaning out drawers, vacuuming etc) have not been done. The property was not reasonably clean and tidy. I estimate the portion of the invoice required to get the property up to the "reasonably clean and tidy" condition to be $300.00 and order that amount.

17. The landlord proved that the lawns were not mowed at the end of the tenancy and were very long and unkempt. The landlord produced an invoice for lawnmowing in the amount of $120.00 which I consider reasonable, and so I order compensation of that amount.

18. The tenant did not return the keys or the garage door remote.

19. The landlord replaced the locks himself and has only sought to claim the cost of the locks from Bunnings Warehouse (144.36) and purchased a new garage door remote online for $160.20. The landlord provided invoices. These claims are proved.

Is the tenant responsible for the damage to the premises?

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. The landlord said that at the end of the tenancy the following items had been damaged: Walls, blinds, front door, carpet, sink mixer, toilet paper holder, shower filter and toilet seat.

26. The landlord said that they claimed against their insurance but all of the amounts claimed were below the excess amount (as an excess of $2,500 was applied for every bit of damage in each room).

Walls

27. The landlord said that there were multiple holes, scrapes and places where the paint was missing at the end of the tenancy.

28. The landlord produced an inspection report dated 22 January 2025 which had photos of the tenancy and a summary setting out the condition of various parts of the property.

29. The landlord also produced photos taken at the end of the tenancy.

30. The landlord produced an invoice for $11,212.50 for replacing damaged gib, plastering and painting in the two bedrooms and the kitchen and lounge.

31. The landlord only claims the amount of $2,803.13 as he accepts that some discount is required for betterment. I consider the amount claimed to reasonable but have reduced the amount slightly to $2,500.00 as the January report refers to some minor scrapes and I cannot be certain whether these were caused during the tenancy.

Blinds

32. The landlord said that there were fabric vertical blinds throughout the tenancy but multiples leaves were either damaged or missing at the end of the tenancy.

33. The landlord produced photos of the blinds from the end of the tenancy showing missing leaves. These appear to be intact in the January report. The landlord also produced an invoice for blind replacement in the amount of $3,000 but claimed the amount of $750.00 on a depreciated basis.

34. This claim is proved. I consider the amount claimed reasonable.

Front door

35. The landlord referred me to the January photos which show the front door in good condition. However in the exit photos the front door has been badly damaged. The landlord thought that the tenant's dog had likely scraped and chewed the bottom of the door, taking off paint and making a large hole.

36. The landlord produced an invoice in the amount of $3,220.00 for replacement of the door, for which he seeks $805.00 on a depreciated basis.

37. This claim is proved. I also consider the amount claimed to be reasonable.

Carpet

38. The landlord produced photos from the end of the tenancy which show the carpet to be in fairly poor condition. There are multiple large red stains.

39. The landlord referred me to the January photos. The carpet appears to be in average condition but as the tenant's furniture is in place it is difficult to see the entire carpeted area (and there were no ingoing inspection photos). However the January report, which was produced by a professional property manager, notes that the condition of the carpet to be "in fair and reasonable condition".

40. The landlord produced an invoice for carpet replacement in the amount of $8,395.00. The landlord seeks compensation of $2,098.75 on a depreciated basis. The landlord purchased the property during the tenancy and so was not aware of the age of the carpet.

41. The Inland Revenue Department Depreciation Schedules estimate that carpet has a useful life of 8 years. Based on the January photos I consider that the carpet to be close to this age but I also accept that it likely had some life left.

42. In the circumstances I consider compensation in the amount of $1500 to be reasonable.

Sink mixer, toilet paper holder, shower filter and toilet seat

43. The landlord produced an invoice for the replacement of these items but I am not satisfied that the landlord has proven that this damage occurred during the tenancy and is more than fair wear and tear.

44. The claim for these items is not proven and is dismissed.

Filing fee and name suppression

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

46. The landlord sought an order for name suppression and is entitled to an order as the substantially successful party, pursuant to section 95A RTA.

M Allan
22 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.