TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Aimee Ward

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. Aimee Ward to pay [The landlord/s] $1,967.23 from the bond, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent arrears to 21/10/25	$1,011.43	
Water rates to 21/10/25	$287.23	
Cleaning: Green acres invoice	$281.75	
Cleaning, replace lights, shower curtain and repair bathroom, remove green waste	$358.82	
Filing fee reimbursement	$28.00	
Total award	**$1,967.23**	
Bond	$1,967.23	$392.77

3. The Bond Centre is to pay the bond of $2,360.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]:	$1,967.23
Aimee Ward:	$392.77

Reasons:

1. The landlord attended the hearing by video call.
2. The tenant did not join the remote hearing and was telephoned on the phone number provided but the phone call went to voice mail. I am satisfied the tenant was properly served with notice of the hearing. The hearing proceeded in her absence.
3. The tenancy has ended. The landlord has applied for:
    a. rent arrears,
    b. water rates,
    c. compensation,
    d. refund of the bond,
    e. reimbursement of the filing fee, and
    f. name suppression.

RELEVANT LEGAL CONSIDERATIONS

4. The relevant law that applies is found in the Residential Tenancies Act 1986 (RTA).
5. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations That includes a requirement that the applicant, establish their claims on the balance of probabilities. The balance of probabilities means more likely than un-likely, or in mathematical terms, has a fractionally more than 50% likelihood.
6. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely. This obligation carried by the applicant is referred to as the “burden of proof”. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.

7. As noted by the District Court in *Kaipo v Clarke & McCarthy* [1], in practical terms this means that:

> … "[L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence."

RENT ARREARS

8. The tenant must pay the rent as and when it is due and payable under the tenancy agreement.[2] The tenancy ended on 21 October 2025.
9. The landlord provided rent records which prove the amount owing at the end of the tenancy was **$1,011.43** and this is ordered accordingly.

WATER RATES

10. The tenant is responsible for water consumption charges. [3]
11. The landlord provided a water rates invoice and meter reading which prove the amount owing at the end of the tenancy was **$287.23** and this amount is ordered accordingly.

COMPENSATION CLAIMS:

The Law - Obligations at the end of the tenancy

12. At the end of the tenancy the tenant must remove all his or her goods from the premises, leave the premises (including the land provided with the premises) reasonably clean and tidy, remove all rubbish, return all keys and security devices and leave all chattels provided for their benefit. [4] The tenant must also replace standard light bulbs.
13. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean. The Tribunal will also consider factors such as the length of the tenancy, and the general condition of the premises (for example, surfaces

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[1] *Kaipo v Clarke & McCarthy* (DC) TT233/02
[2] See section 40 (1)(a) of the RTA.
[3] See section 39 RTA.
[4] See section 40(1)(e) of the RTA.

that are new and in a good condition will be easier to clean than older and worn surfaces, particularly with paint work).

The Law - Liability for damage

14. A tenant must not intentionally or carelessly cause damage or permit any other person to damage the premises.[5] Where a landlord is claiming compensation for damage 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.[6]

15. Fair wear and tear can be described as damage which might reasonably be expected to naturally occur over time, such as the deterioration or gradual wear occurring with everyday use.[7]

16. 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).[8]

17. 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).[9] Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage.[10]

18. 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.[11]

19. 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.[12]

20. In assessing a claim for compensation, I must take into account betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations and should not be better

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[5] See s 40 (2)(a) of the RTA.
[6] See sections 40(2)(a), 41 and 49B RTA.
[7] See *Taylor v Webb* [1937] 2KB 283 (CA).
[8] See section 49B(3)(a) RTA.
[9] See section 49B(3)(b) RTA.
[10] See section 49B(3A)(a) RTA.
[11] See section 49B(1) RTA.
[12] See *Guo v Korck* [2019] NZHC 1541.

or worse off. In calculating depreciation, I must take into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

This case

21. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
22. The tenant had dogs in the premises and this resulted in an odour in the premises at the end of the tenancy. Carpet cleaning was required. The landlord had to replace light bulbs.
23. The bathroom silicon was damaged with mould due to a lack of cleaning during the tenancy. The landlord provided oral evidence that the shower curtain was also mouldy, which seems likely given the level of mould in the bathroom. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
24. The amounts ordered are **$281.75** for the Green acres invoice and **$358.82** for the PM Maintenance invoice.
25. The amounts ordered are proved.

FILING FEE

26. As the landlord has succeeded with the claim, I have reimbursed the filing fee.[13]

BOND

27. Part of the bond is to be paid to the landlord to offset the amounts ordered and the balance is to be paid to the tenant.

SUPPRESSION

28. The landlord sought name suppression and as the application is successful, I have made an order accordingly. [14]

N Bradley
22 December 2025

[13] See section 102 (4)(a) of the RTA.
[14] See s 95A RTA.

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.