**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA**

APPLICANT: Ripple Fx Limited

Landlord

RESPONDENT: [The respondent/s]

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 Tenant's name and identifying details.
2. [The tenant/s] must pay Ripple Fx Limited $1,073.95 immediately, calculated as shown in table below.

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Rent arrears | $411.43 | |
| Lock/key replacement | $321.52 | |
| Repairs: Bedroom door and handle | $90.00 | |
| Repairs: Roller blind | $105.00 | |
| Repairs: Back door handle | $118.00 | |
| Filing fee reimbursement | $28.00 | |
| **Total award** | **$1,073.95** | |
| **Total payable by Tenant to Landlord** | **$1,073.95** | |

3. All other claims are dismissed.

**Reasons:**

1. Both parties attended the remote hearing on 23 December 2025.
2. The tenancy of the premises commenced on 25 June 2022 and ended on 8 July 2025.
3. The landlord filed this application with Tenancy Services on 21 August 2025.

**The Law**

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

6. As noted by the District Court in *Kaipo* v *Clarke* (DC) TT 233/02, in practical terms this means that;

   *"Like 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."*

*7.* The parties provided extensive documentation to the Tribunal. Not all of that evidence is referred to in this decision; however, the parties are assured that all evidence has been considered.

**Compensation**

8. The Tribunal may award compensation to a party for losses arising from a proven breach or breaches by the other party of their statutory responsibilities under the RTA. Compensation is generally awarded for actual losses and sometimes for less tangible effects of proven breaches.

**Landlord's claims**

9. The landlord has applied to the Tribunal for;

- Rent arrears.
- Lock and garage remote.
- Compensation for damage to;
- Bathroom door and handle
- Handle lever
- Roller blind
- Letter box
- Garage Door
- Labour
- Reimbursement of the filing fee.

10. I record that the bond money had been distributed by the bond centre to the tenant in error.

**Rent Arrears**

11. The parties consented to an order being made in favour of the landlord. The tenant is to pay rent arrears of $411.43

**Locks and remotes**

12. At the end of the tenancy the tenant must return all keys and security devices. See section 40(1)(e)(ii)-(v) RTA. The landlord seeks compensation for the installation of new locks and replacement garage remotes.

13. The landlord said that arrangements had been made with the tenant for the return of the keys at the end of the tenancy. The tenant did not comply with those arrangements. The landlord finally said to the tenant that the keys had to be returned by 10.00 am on Tuesday 8 July 2025 and that the keys should be left at the premises. If the keys were not left, the landlord would arrange for the locks to be changed.

14. The keys were returned by the tenant's mother at midday. Only one of the keys returned actually worked. The other keys returned did not allow for the locks to be used.

15. Of the two garage door openers provided to the tenant, only one was returned.

16. The tenant said that there may have been a misunderstanding with the keys and that she did not understand why the keys returned didn't fit. The landlord had replaced the existing locks with a digital key resulting in betterment to the landlord. One of the garage door openers was returned and the other one didn't work. The tenant said that she had seen remotes on Trade Me for $22.98 and didn't agree with the amount claimed.

17. The amount claimed by the landlord for lock materials is $211.52 and for the replacement remote is $50.00. In this matter, I prefer the detailed evidence of the landlord.

18. All the work was carried out by the landlord's company. The landlord has allocated a global labour figure to all the work. I have, as best as I am able to, assigned labour to each individual claim in this order.

19. The tenant is ordered to pay $211.52 for replacement locks and $50.00 for the remote. I have assigned a labour charge of 2 hours. The landlord has claimed an hourly rate of $55.00 per hour. The Tribunal has historically accepted landlord labour costs to a maximum of $30.00 per hour. The tenant is ordered to pay $60.00 for labour. The total cost is $321.52.

***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 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.

22. 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. The landlord is insured. The landlord's policy of insurance carries an excess of $700.00 on each and every claim.

23. 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.

24. 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.

25. 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.

26. The following damage was caused during the tenancy:

**Bedroom door and handle**

27. The landlord provided a photo showing that damage had occurred to the door during the course of the tenancy. The landlord says that the current door handle shown in the photo is not the original door handle that was on the door when the tenant moved in. It also now shows a lock on it. The landlord says that the handle has been changed by the tenant at some point during the tenancy and this has resulted in damage to the door. Due to the nature of the damage and the door type, the door could not be repaired and the door has had to be replaced. The price shown is for the new door and new handle. The landlord seeks $98.48 for materials and I have assigned one hours labour at $30.00.

28. The tenant says that the door had not been replaced.

29. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

30. I have taken 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 or worse off. In calculating depreciation, I have taken into account the age and condition of the item at the start of the tenancy and their likely useful lifespan. The tenant is ordered to pay a total of $90.00.

**Roller blind**

31. The landlord says that there is a roller blind at the bottom of the stairs. The pull cord mechanism on the blind was found to be damaged at the end of the tenancy. The landlord says that it would appear to be due to excessive force being used. The materials cost claimed is $75.00 and I have allocated one hours labour.

32. The tenant says that the roller blind had not been functional for the term of the tenancy.

33. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

34. The tenant is ordered to pay $105.00.

**Letterbox**

35. The letter box has been damaged. The landlord seeks compensation for materials of $65.00. I have allocated one hours labour.

36. The tenant says that the letterbox is one of a block of letterboxes, all of which have been damaged from time to time during the tenancy. Evidence was provided of the damage occurring.

37. The tenant has provided sufficient evidence to show that the damage had not been caused by the tenant and the tenant has disproved liability . The claim is dismissed.

**Garage Door damage**

38. The garage door has been damage during the tenancy. The garage is set back off a communal driveway. The landlord seeks labour costs only in regards to this matter for panel beating. I have assigned four hours labour.

39. The tenant says that there are three properties which share the driveway. The driveway to this property is used as a reversing turning point by others. The tenant says that the damage was not caused by her and that a neighbour has subsequently informed her that it has been further damaged by builders and construction workers. The tenant has provided sufficient evidence to show that the damage has not been caused by the tenant and the tenant has disproved liability. The claim is dismissed.

**Back Door handle**

40. The landlord says that the back door to the garage has a damaged handle. A substantial amount of force would have needed to have been exerted, as the main bar has twisted. The door handle was forced down so hard that it has bent the handle and the inside spindle. It could not be repaired. The landlord seeks compensation for materials of $88.00. I have assigned a labour charge of one hour.

41. The tenant sees that she rarely used the back door.

42. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

43. The tenant is ordered to pay compensation of $118.00.

44. As Ripple Fx Limited has substantially succeeded with the claim I have ordered the tenant to reimburse the filing fee.

45. The tenant has applied for name suppression. Evidence relating to the tenants health and welfare was provided during the course of the hearing. There is no public interest in the matters in dispute and suppression of the tenant's name and details is ordered.

S Young
02 January 2026

## ***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.

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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.