[2026] NZTT 5406473

TENANCY TRIBUNAL AT NEW PLYMOUTH | TE TARAIPIUNARA RETIHANGA KI NGĀMOTU

APPLICANT: Linkpeople Limited

Landlord

RESPONDENT: Shane Parry

Tenant

TENANCY ADDRESS: 19 Pukeori Street, Marfell, New Plymouth 4310

ORDER

1. Shane Parry must pay Linkpeople Limited $6,026.72 immediately, calculated as shown in table below
2. The Bond Centre is to pay the bond of $352.00 (BN-00008595) to Linkpeople Limited immediately.
3. The landlord's application for compensation in relation to vents is dismissed.

Description	**Landlord**	**Tenant**
Rubbish removal: Hire of skips x 3	$1,455.00	
Replace furnishings: Dishwasher replacement	$964.00	
Lawns and Garden work: Lawn remedial work	$650.00	
Rubbish removal: Tyre removal	$340.07	
Repairs: Plywood room repair	$1,606.88	
Repairs: Plywood room - trapdoor	$92.84	
Repairs: Fence remedial work	$200.00	
Repairs: Laundry door - Jamb and knob	$400.00	
Rubbish removal: Garden waste	$641.93	
Filing fee reimbursement	$28.00	
Total award	**$6,378.72**	
Bond	$352.00	
Total payable by Tenant to Landlord	**$6,026.72**	

Reasons:

1. Only the landlord attended the hearing. The tenant did not attend but I am satisfied that he has been served and so the hearing proceeded in his absence.
2. The tenancy started on 17 December 2024 and ended on 16 June 2025. The landlord seeks compensation for rubbish disposal and damage said to have been done to the premises during the course of the tenancy.
3. The landlord's claims and the Tribunal's analysis of those claims are set out individually below.
4. As with any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations. That means that it is for the party bringing the application to establish their claims "on the balance of probabilities." That means that in this case the tenant must establish that what they are claiming is more likely than not or in mathematical terms, has a fractionally more than 50% likelihood.
5. I do not need to be completely certain, but I need to be more certain than uncertain. In deciding any claim, I must consider all the evidence presented (including oral evidence during the hearing). I must weigh this evidence to decide what is more likely.
6. This is referred to as the "burden of proof." Independent witnesses, corroborating documents and photographs may be an important part of discharging this burden. Ultimately however, it is for the party making the application to decide what evidence to put before the Tribunal.

Is the tenant responsible for the damage to the premises?

7. 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.
8. 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.
9. 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.

10. 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.

11. 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.

12. When considering compensation for damage the Tribunal takes 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. The age and condition of the items at the start of the tenancy and their likely useful lifespan are taken into consideration when considering depreciation.

Plywood in room off laundry

13. The landlord says that the plywood wall linings in the room off the laundry were removed completely. A photograph taken shortly before the tenancy began shows the room as being lined with plywood. A photograph taken at the end of the tenancy shows a section of the room with no plywood. I heard how the ply was new at the start of the tenancy and I have no reason to doubt that from the photograph provided.

14. A tradesperson has now relined the room (including a trapdoor to access the bottom of the house as was pre-existing). The cost claimed for the replacement of the plywood is $1606.88. The cost of replacing the trap door was $92.84.

15. I am satisfied that the damage is more than fair wear and tear and is intentional.

16. I have awarded the landlord this sum claimed in full. I accept that the room was newly lined at the start of this short tenancy, so I do not consider that the landlord has obtained any betterment by the replacing of this plywood lining.

Fencing

17. The landlord says that damage was done to the fencing. I heard and saw how the tenant put up a shed type structure in one area near a barrier fence. Photographs show the fencing at the start of the tenancy and at the end of it.

18. I accept that the tenant has removed a large portion of fencing (both at the barrier fence (where the washing line originally was) and at the front of the

property (black fence)) and has erected a very limited number of other boards (brown/orange in colour).

19. I find that this damage is more than fair wear and tear and the damage has most likely has been caused intentionally.

20. There was no evidence as to the age of the existing fencing. The barrier fencing looked to be at least a number of years old but in reasonable condition. The age and condition of the black portion of the fencing could not be accurately seen in the photograph provided.

21. The landlord seeks $368.49. after taking into account betterment and depreciation I consider an award of $200 compensation to be reasonable for this claim.

Lawn damage

22. The landlord seeks compensation costs for lawn damage. The landlord's evidence is that the lawn needed attention in the area where the tenant had put up his shed and in another area by the concrete path.

23. The landlord says that it provided the tenant with lawn seed and a rake at the cost of $232.90 but the tenant did not undertake remedial work despite being adamant that he wanted to do this himself.

24. The landlord then engaged a contractor whose invoice records both removing rubbish and also applying topsoil and levelling the lawn in two areas at a cost of $1098.66. It is not clear from the evidence what rubbish this involved as the oral and photographic evidence presented by the landlord the rubbish connected to this invoice was very limited.

25. I am satisfied that the area where the tenant had his shed structure needed attention to restore grass. I am satisfied that the damage is more than fair wear and tear and is intentional damage. This area of the garden certainly had grass there it prior to the tenancy starting (albeit that the quality of the lawn does not appear to be particularly high as seen from the close up photograph of the washing line area and other areas of the property) but nevertheless it was left as a large muddy patch with evidence of there also being fires in this area.

26. The other area that the landlord evidenced as needing levelling and reseeding was an area by a concrete path. I am not satisfied by the evidence that this is damage caused by anything other than fair wear and tear. Photographs from the start of the tenancy show a lawn that is already patchy. I am also not satisfied that this is an area that needed rubbish removing (there is none in the picture provided) or that it needed levelling.

27. In connection with the above two sums claimed I award the landlord a total of $650. This is a sum I consider to be reasonable for the area proven as needing

remedial work which the tenant is liable for. In making this award I have accounted for the nature of the damage proven and the size of the area, the materials that were provided to the tenant which the tenant did not then seemingly use (or leave behind for the landlord) and the evidence concerning the condition of that area of garden at the outset of the tenancy.

Vents

28. The landlord says vents were broken during the course of the tenancy but there was insufficient evidence to prove this claim and so it is dismissed.

Replace door and doorknob in laundry

29. The landlord says that the door jamb and doorknob in the laundry were damaged.
30. An inspection report undertaken shortly after the tenancy began records the door as having no damage. A photograph taken at the end of the tenancy shows the door jamb damaged and I accept that the damage means it is more likely than not that the doorknob would also need replacing.
31. The tradesperson has rebuilt the door jamb and replaced the doorknob. I can see from the exit photographs that, other than the damage that has been done, the surround and doorknob appear to be in a reasonable condition.
32. I find this damage is more than fair wear and tear and most likely is intentional damage. I award the landlord $400 in respect of this damage. I have reduced the sum claimed slightly to take into account betterment and depreciation.

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

33. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.

Replacement dishwasher

34. The landlord says that the tenant removed the dishwasher. Evidence showed a dishwasher, that I accept as being new in place at the start of the tenancy and I accept that this had been removed at the end of the tenancy.
35. The landlord claims $964 as the cost of the replacement being a new dishwasher. I award the landlord the full sum as the tenancy was short and the dishwasher was clearly brand new (with the manual and protective strips still visible) at the start of the tenancy. The sum ordered is proven.

Rubbish

36. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.

Garden waste

37. The landlord seeks $641.93 for rubbish removal relating to garden waste. I heard how the tenant had used whiteware to grow plants in. These plants needed removing along with the white goods. Photographs of this were provided.

38. For the sum claimed the tradesperson removed the plants from the whiteware, disposed of them and then placed the white goods from the garden in a place ready so they could be disposed of in a skip. There was also garden waste placed alongside the property boundary that was gathered and disposed of. Photographs of this were provided.

39. I am satisfied that the garden was not left reasonably tidy with this identified rubbish and this sum sought is reasonable. The sum ordered is proven.

Tyres

40. The landlord says there were 18 tyres that had to be disposed of left by the tenant. The landlord seeks $382.58 (at the hearing I said $382.92 but the correct calculation is $382.58). An invoice is provided that details the disposal of this number of tyres.

41. The landlord could not provide a photograph showing the tyres at the hearing but advised that they were found throughout the property. A photograph provided to me does in fact show two tyres ready to be put into a skip and an additional three tyres that are partially buried by the driveway. This supports the oral evidence of the landlord. I have no reason to doubt the invoice which details the disposal of 18 tyres or the landlord's evidence that there were tyres left at the premises by the tenant.

42. I award the landlord $340.07 for the disposal of tyres. I have discounted the sum claimed by two tyres (pro rata) because there is clear evidence that two tyres were already at the property at the start of the tenancy. The landlord says they did not form part of the 18 tyres dispose of but I cannot be sufficiently certain about this.

43. The sum ordered is proven

Rubbish removal – skip hire

44. The landlord says that three skips were needed to dispose of rubbish left by the tenant.

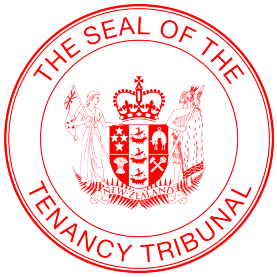
45. A photograph provided shows one skip already fully loaded with rubbish.

46. In addition to this the photographs show whiteware left in the garden and a small wooden structure that still had to be disposed of. There are also a number of pallets and a large black and white item (that looks like a cabinet) still to be disposed of. The rubbish connected to the remedying of the fence damage and the door jamb were also disposed of in these skips.

47. I am satisfied that the claim is sufficiently proven and award the landlord $1455 for the hire of the skips.

Filing fee

48. Because Linkpeople Limited has substantially succeeded with the claim I have reimbursed the filing fee.



M Kemp
18 February 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.

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.