TENANCY TRIBUNAL AT WAITAKERE | TE TARAIPIUNARA RETIHANGA KI WAITĀKERE

APPLICANT/	Barfoot & Thompson Limited as agent for Christie Green
RESPONDENT:	Landlord
APPLICANT/	Victoria Leigh Osborne, Anton Leonard
RESPONDENT:	Tenant
TENANCY ADDRESS:	12 Sunny Crescent, Huapai, Kumeu 0810

ORDER

1. The Bond Centre is to pay the bond of $3,280.00 (5871216-002) immediately apportioned as follows:

Description	**Landlord**	**Tenant**
Rent arrears to 27 April 2025 (by consent)	$1,007.49	
Rubbish removal (partial)	$100.00	
Replacement of damaged ground moisture barrier and underfloor insulation	$1,132.00	
Total award	**$2,239.49**	
Bond	$2,239.49	$1,040.51

Reasons:

1. Both parties attended the hearing. Ms Rollinson appeared for Barfoot & Thompson acting as agent. Ms Green (the owner of the property) appeared with Ms Rollinson.
2. Mr Leonard appeared on behalf of both himself and Ms Osborne. He confirmed that he had authority to appear on Ms Osborne's behalf.

3. This tenancy began on 27 February 2021. The property is a large rural property. The tenancy ended on 27 April 2025 after the landlord served the tenant with a 90-day notice.

4. The parties attended a Case Conference on 10 October 2025. Orders were made for the filing of additional claims and evidence by 28 October 2025, and the filing of evidence in response by 7 November 2025.

5. The landlord confirmed their claims as follows:

    a. Rent arrears to the end of the tenancy

    b. Compensation for rubbish removal, including the removal of concrete

    c. Oven cleaning

    d. Replacement ground moisture barrier/insulation

    e. Internal repairs

    f. Replacement lightbulbs

    g. Downstairs window (not reinstated after pet door installed).

6. The tenant confirmed their claims as follows:

    a. The removal of the landlord's rubbish being an oven, a hot water cylinder and the builder's rubbish

    b. The loss of the tenant's lawnmower

    c. The landlord's failure to supply potable drinking water

    d. The loss of hot water supply from 2 December 2024 to 8 December 2024

    e. The loss of the laundry from 8 December 2024 to 26 April 2025

Onus and evidence

7. As with all claims that come before the Tribunal, the onus is on the party bringing the claim to prove their claim to the civil standard (on the balance of probabilities). The Tribunal will consider all documentary evidence including reports, invoices and photos, together with oral evidence given at the hearing.

8. There was a large amount of evidence filed in respect of these claims. For the sake of brevity I have not referred to all of the evidence filed, but the parties can be assured that all of the evidence has been carefully considered in preparing this decision.

<u>The landlord's claims</u>

How much is owed for rent?

9. The landlord initially filed a rent summary showing arrears of $3233.00 to 25 July 2025. However at the hearing the landlord acknowledged that the tenant

had paid the sum of $2,460.00, so that rent owing to 27 July 2025 ($3,467.49) less the amount paid ($2,460.00) was $1,007.49.

10. The tenant agreed that the rent arrears now claimed was owing.

11. The order for rent arrears is therefore made by consent.

Cleaning, rubbish removal and lightbulbs

12. 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.

Oven

13. The landlord said that the tenants did not leave the property reasonably clean and tidy as the oven was not left clean.

14. While the landlord produced an invoice for oven cleaning in the amount of $200.00 and photos of the newly cleaned oven, there was no evidence showing the condition of the oven at the end of the tenancy.

15. This claim is therefore not proven and is dismissed.

Rubbish removal

16. The landlord said that the tenant left behind a large number of concrete blocks and various rubbish in an orange tarpaulin. The landlord produced photos of the concrete blocks scattered throughout the garden and of the rubbish in the tarpaulin.

17. Mr Leonard said that the concrete blocks were under the house at the start of the tenancy and that he just took them out and put them around the garden as needed. He denied that the rubbish in the orange tarpaulin belonged to him or Ms Osborne.

18. There were no photos from the start of the tenancy of the underfloor area to assist me to determine whether or not there has been any concrete blocks under the house. However there were clearly building materials left onsite when the tenant moved in and the landlord's maintenance report prior to the tenancy refers to a variety of items being present under the house.

19. I am satisfied that the rubbish in the tarpaulin did not belong to the landlord and should have been removed by the tenant. The tenant should also have re-stacked the concrete blocks under the house.

20. The landlord has produced an invoice in the amount of $240.00 for rubbish removal and disposal.

21. I consider that compensation in the amount of $100.00 is reasonable to compensate the landlord for the disposal of the rubbish in the tarpaulin and the stacking of the concrete blocks on-site.

Lightbulbs

22. The landlord said that a huge number of lightbulbs were not working at the end of the tenancy. There are various chandeliers and some of these bulbs were out, as were various other lights including the outside sensor light and the heat lamp in the bathroom.
23. The landlord produced an invoice in the amount of $93.62 for replacing all of the missing lightbulbs.
24. The tenant said that the heat lamp and sensor light did not work at the start of the tenancy and that a number of light bulbs were out.
25. The entry inspection report does not refer to the lightbulbs. On review of the ingoing inspection photos I note that there are a number of chandeliers in the property and one appears to be missing a bulb. There are no photos showing the lights working at the start of the tenancy.
26. There was no evidence showing missing/not working light bulbs at the end of the tenancy.
27. This claim is therefore not proven and is dismissed.

Is the tenant responsible for the damage to the premises?

28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. The landlord said that the ground moisture barrier and insulation were installed in May 2022, during the tenancy, to comply with the Healthy Homes Standards. They produced an invoice proving the date of installation.

Ground moisture barrier and insulation

34. The landlord said that at the end of the tenancy they inspected under the house and found that the ground moisture barrier was covered in dog faeces and that the underfloor insulation had been badly damaged as it had been pulled down and torn up in many places.

35. The landlord produced photos showing the dog faeces all over the ground moisture barrier and pieces of insulation missing, torn up, and strewn over the ground moisture barrier.

36. The landlord said that the tenants had a dog at the property (as agreed) and that Ms Osborne also ran a business walking dogs.

37. The landlord produced an invoice for the replacement of the ground moisture barrier and insulation in the amount of $1,132.00. The landlord said that as the evidence was “gradual” they could not claim against their insurance policy.

38. The tenants denied responsibility for the damage. Mr Leonard said that there were some holes in the cladding that meant that cats, other neighbourhood dogs and possums could get under the house. He also said that there was a door leading to the under the house area which hung open.

39. Both parties produced photos of the door to the under the house area. It does not appear to have a lock but even in the tenant’s photos it appears to be firmly closed.

40. I find that the landlord has proved that the damage occurred during the tenancy and is more than fair wear and tear. I do not consider that the tenant has proved that the damage was not caused carelessly. I make this finding because:

    a. The landlord installed the ground moisture barrier and insulation during the tenancy as proved by invoice

    b. The ground moisture barrier and insulation were damaged at the end of the tenancy as proved by photos

    c. The door leading to the underfloor area appears to be a tight fit and there is no evidence that it was left open

d. The property was fenced and the tenants kept a dog there

e. There was a small area of damage to the cladding around the underfloor but I was not presented with any evidence proving that animals were accessing the area

f. The most likely explanation is that the ground moisture barrier and insulation were damaged by the tenants' dog.

41. This claim is proved. The landlord is entitled to compensation in the amount of $1,132.00.

Window

42. The landlord said that they had allowed the tenants to install an extra cat door on the basis that they reinstate the window at the end of the tenancy, but they failed to do[1].

43. The landlord provided a photo of the cat door at the end of the tenancy.

44. The tenants denied having installed a cat door during the tenancy. They said that there were two cat doors when they moved in.

45. On reviewing the ingoing inspection photos I noted that there are two cat doors visible in different rooms (one in the laundry and one in the garage). The landlord acknowledged that they were mistaken about the installation of the cat door.

46. This claim is not proven and is dismissed.

Internal repairs

47. The landlord produced an invoice in the amount of $1,780.50 for:

a. damage to bedrooms 1 and 2 (dents in wall behind door handle);

b. damage to a door frame in bedroom 2

c. cladding to the underfloor area

d. sanding out the letter "A" carved into the front door

48. The landlord was unable to prove these claims at the hearing however as:

a. There were no ingoing inspection photos showing the condition of the same areas behind the walls in bedroom 1 and 2 (and so no evidence proving that the damage occurred during the tenancy)

b. There was no outgoing inspection photo showing the condition of the door frame to bedroom 2 (and so no evidence of damage)

[1] On the basis that the landlord has consented to a "minor change" – see section 42A RTA

c. Although there was a photo of new wooden ply sheets running along the underfloor area (with vents) there was no photos of damage of the same area (and so no evidence of damage)

d. There was a photo of the “A” carved in the front door but the only photo from the start of the tenancy is taken at an angle from some distance and it is not possible to tell whether there was existing damage (and so no evidence proving that the damage occurred during the tenancy).

49. The claims for internal damage are therefore not proven and are dismissed.

The tenants’ claims

Removal of landlord’s rubbish including an oven, hot water cylinder and builder’s rubbish

50. The tenants said that there was building rubbish at the property at the start of the tenancy that they had to remove and that landlord replaced the oven and hot water cylinder and left them to dispose of the old items.

51. The tenant produced photos of the rubbish and invoices for the disposal of each of the above items as follows:

    a. Oven ($391.00) – invoice dated 9 January 2025;

    b. Hot water cylinder ($540.50) – invoice dated 15 August 2024

    c. General waste removal ($598.00) – invoice dated 19 December 2022

52. The tenant produced a photo of the hot water cylinder sitting on the deck, a photo of the oven outside and on a trailer with other items, and an image of building rubbish (ply and tiles etc) situated under a tree and then an image of the same area with the rubbish removed.

53. The invoices referred to above are addressed to Ms Green directly, rather than the tenant, despite her not having engaged any rubbish removal contractors. Mr Leonard could not recall whether he had sent the invoices to the landlord at the time of issue. It was not clear whether these invoices had in fact been paid by the tenants.

54. The landlord said that there were some pieces of ply and tiles left on the property at the start of the tenancy but that the tenant moved these and they were still at there at the end of the tenancy. The landlord produced a photo showing these items still on-site.

55. Ms Green said that she owns a scrap metal yard and that both the hot water cylinder and the oven have value. She said that she sent her contractors to collect the items on two occasions but could not gain access as they gate to access the rear of the property had been barricaded. Both Ms Rollinson and Ms Green were adamant that the invoices had not been sent to either of them until after the end of the tenancy.

56. Having reviewed all of the evidence I am not satisfied that the tenant gave the landlord a reasonable opportunity to remove the oven and the hot water cylinder, and am not satisfied that the tenant in fact removed the building rubbish.

57. The claims for rubbish removal are not proven and are dismissed.

Landlord's failure to supply potable drinking water

58. Section 45(1)(ca) of the RTA provides that the landlord shall provide adequate means for the collection and storage of water (if the premises does not have a reticulated supply).

59. The tenant said that the tenancy property had a water tank but the water was of poor quality, was not drinkable and often had debris in it.

60. The tenant said that they had to use bottled water. They estimated their use throughout the tenancy for two adults and three children to be 10.5 litres per day at a cost of $6.00 per litre, a total cost of $4,599.00 throughout the tenancy.

61. The landlord said that they had installed a UV filtered system at the start of the tenancy and had the tank cleaned. They produced invoices proving they had done so. I note in addition that the landlord's maintenance report prior to the start of the tenancy refers to water filters.

62. The landlord said that there was a tree on the property that had small seeds that would get caught in the guttering and meant that water would sometimes not flow into the tank until they were cleaned, but these did not enter the tank. When this happened, the landlord arranged for the filters to be cleaned and for water to be delivered to top up the tank (at no cost to the tenant). The landlord produced copies of work orders for cleaning and invoices for the tank to be topped up, together with additional invoices showing regular maintenance and repair.

63. Having reviewed all of the evidence I am not satisfied that the tenants have proved that the landlord has breached their obligation to provide adequate means for the collection and storage of water.

64. This claim is not proven and is dismissed.

Hot water cylinder

65. Section 45(1)(b) of the RTA provides that a landlord must provide and maintain the property in a reasonable state of repair.

66. The landlord's obligation to repair and maintain does not mean that maintenance and repairs will not be required from time to time during the tenancy. That is the nature of home maintenance. The landlord's obligation, once they have notice of a repair or maintenance issue, is to effect repairs within a reasonable time frame.

67. The tenant said that the hot water cylinder broke on 4 December 2024 and was not repaired until 8 December 2024. They seek compensation in the amount of $280.00 (7 days of compensation at the rate of $40.00 per day).

68. The landlord said that they took urgent action as soon as they were advised that there was an issue with the hot water cylinder on 4 December 2024 and that a new one was installed on 6 December 2024. The landlord produced a copy of the work order and invoice.

69. I consider that the landlord has acted swiftly in the circumstances and has had the hot water cylinder replaced on an urgent basis.

70. There has been no breach by the landlord.

71. This claim is not proven and is dismissed.

Loss of use of laundry from 8 December 2024 to 26 April 2025

72. The tenants said that there had been a slow leak to the hot water cylinder that caused damage to the flooring so extensive that the floor was not safe. They could not use the laundry at all and had to go to the laundromat instead. The tenants seek compensation in the amount of $2,160.00 at a rate of $90 per week over 24 weeks, based on the cost of using the laundromat for a family of five.

73. The tenants did not produce any photographic evidence of this area but instead described the area at the hearing. Mr Leonard said that the landlord had to do extensive repairs that led to them have to move out.

74. The landlord said that the laundry was safe and could be used right up to the end of the tenancy, but the tiles all had to be lifted to check for water damage. The landlord produced a letter from their builder stating that the laundry was fully functional until he started the repair work, which began only once the tenants had moved out. He said that there was some damage to the floor and back wall of the laundry was found due to water damage from a leaking washing machine (not the hot water cylinder).

75. The tenant has not proved that the laundry could not be used at any stage during the tenancy.

76. This claim is not proved and is dismissed.

Lawnmower

77. Mr Leonard said that at the end of the tenancy he left behind a ride-on lawnmower in the driveway which he had sold on Trademe, but when the person went to pick it up it had been removed.

78. He said that he had sold the mower for $2,863.00. He seeks this amount by way of compensation from the landlord.

79. The landlord said that the ride on lawnmower was left at the property and had to be removed as it was blocking access. Ms Green said that she had the lawnmower transported to her place of business where it has been safety stored. She produced a photo of the lawnmower being transported to and at her place of business.

80. The landlord said that the lawnmower in the photos was not the same model as the lawnmower set out in the Trademe ad and noted that the seller and purchaser's details as set out in the ad had all been redacted. She estimated the value of the tenant's mower to be approximately $300.00.

81. As the landlord is safely storing the lawnmower, and has not disposed of it, there is no basis on which to order compensation to the tenant.

82. The tenant had concerns about the condition of the lawnmower but it was not clear to me that the lawnmower had been damaged, and the tenant confirmed that he had not been to inspect the lawnmower.

83. As the only claim before me today is for compensation for disposal of the lawnmower (which is not proven) I am unable to make any orders in respect of the lawnmower.

84. The RTA sets out procedures to follow where goods are left on the premises at on termination of the tenancy. If the parties are unsure what steps to take they should contact Tenancy Services for advice.

Filing fees and name suppression

85. I do not consider that either party has been substantially successful although the landlord has had some partial success. I have therefore not reimbursed either filing fee.

86. Neither party is entitled to an order for name suppression (see section 95A RTA)

THE SEAL OF THE TENANCY TRIBUNAL

M Allan
24 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.