[2026] NZTT 5352865

TENANCY TRIBUNAL AT PAPAKURA | TE TARAIPIUNARA RETIHANGA KI PAPAKURA

APPLICANT: Barfoot & Thompson Limited As Agent For Trebex Holdings Limited

Landlord

RESPONDENT: Luaneka Kohi

Tenant

TENANCY ADDRESS: 16A Eulogy Place, Randwick Park, Auckland 2105

AMENDED ORDER

1. Luaneka Kohi must pay Barfoot & Thompson Limited As Agent For Trebex Holdings Limited $974.77 immediately, calculated as shown in the table below.
2. The Bond Centre is to pay the bond of $1,500.00 (3457341-005) to Barfoot & Thompson Limited As Agent For Trebex Holdings Limited immediately.

Description	**Landlord**	**Tenant**
Rent to 15 September 2025	$302.86	
Water charges to end of tenancy	$70.63	
Storage of belongings and disposal	$1,536.40	
Repairs to shower door, toilet seat	$536.88	
Filing fee reimbursement	$28.00	
Total award	**$2,474.77**	
Bond	$1,500.00	
Total payable by Tenant to Landlord	**$974.77**	

Reasons:

1. The landlord attended the hearing today.

2. The landlord has applied for rent arrears, outgoings, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

R*ent and Water*

3. The tenancy ended on 15 September 2025. The landlord provided rent records to support the claim for rent.
4. Water charges were owed for September ($54.31) with a final water bill of $16.32. The invoices were provided.

Rubbish Removal

5. 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.
6. The tenant left a lot of belongings behind. The landlord was unable to contact the tenant and placed her belongings in storage for 2 months from 18 September to 17 November 2025. The belongings were then disposed of. The total cost of storage and disposal was $1,536.40.
7. The landlord's obligation was either to retain the belongings in storage and apply to the Tribunal for an order for disposal of goods or store the belongings for not less than 35 days before selling or disposing of them (sections 62A and 62B of the Residential Tenancies Act 1986). The landlord applied for a disposal order in the application form.
8. I consider that, while the goods did not need to be in storage for 2 months, the landlord has made efforts to comply with its obligations and gave the tenant time to claim her belongings. I award the storage and disposal costs.

Damage

9. 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.
10. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent. I was told that there is no insurance. The weekly rent was $530.00
11. The shower door was broken during the tenancy. There was also a missing tap on the bath. I discussed with the landlord whether these items were fair wear and

tear, given that the tenancy started in March 2007. The landlord explained that the shower door could not be reinstalled and was replaced with a shower curtain. I understood that it would have required some force to remove parts of the shower door from the cubicle. The taps had been replaced a few months previously. There was also a broken toilet seat. The total cost of repair is less than four weeks' rent.

12. I find that the damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

Filing Fee

13. The filing fee is awarded.

Amendment on 24 February 2026

14. The original order refunded a bond of $750.00 to the landlord. Following the hearing, the landlord claimed that there was a bond of $1,500.00 at the Bond Centre.

15. The landlord has now provided an email from Tenancy Services dated 23 February 2026, confirming that the bond amount is $1,500.00. This order is accordingly amended to refund the bond of $1,500.00 to the landlord.

M Edison
11 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.