[2026] NZTT 5391168

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: Realty 2000 Limited T/A Riml

Landlord

RESPONDENT: Tharina Janse van Rensburg

Tenant

TENANCY ADDRESS: 60A Wellington Street, Pukekohe, Pukekohe 2120

ORDER

1. The Bond Centre is to pay the bond of $1,800.00 (5022902-003) immediately apportioned as follows:

Realty 2000 Limited T/A Riml:	$50.00
Tharina Janse van Rensburg:	$1,750.00

2. The rest of the landlord's claims are not proven and therefore dismissed.

Description	**Landlord**	**Tenant**
Repairs: nail holes in door	$50.00	
Total award	**$50.00**	
Bond	$50.00	$1,750.00

Reasons:

1. Both parties attended the hearing held today.
2. The landlord is seeking $615.94 for cleaning and repair costs after the tenancy ended. The landlord also seeks the filing fee.

3. The tenancy ended on the 5 September 2025. After the tenant gave notice
4. The landlord contracted Fix it Felix, a handyman company to clean the property and replace curtains in the lounge and bedroom, repair damage to the windowsills and do remedial painting.
5. The landlord says that there were the following issues at the end of the tenancy:
    a. A small amount of cleaning was required in specific places. $174.75
    b. There was damage to the architrave in bedroom 1.
    c. There were 8 screw holes to the back of bedroom 1.
    d. There was a rip in the wallpaper in bedroom 1 which needed to be glued.
    e. There was a net curtain missing in the lounge
    f. There was damage to the curtains in the bedroom, probably caused by the curtains being washed on a hot wash and not properly dried, which meant that the curtains clumped together.
    g. That there was damage to the windowsills in the bedroom
6. The tenant disputes liability for the cleaning and repair costs. She says that she left the property clean and tidy and that any damage to the property was either preexisting or the result of fair wear and tear.

The burden of proof

7. A party who brings a claim to the Tenancy Tribunal must prove on the balance of probabilities (more likely than not) that their version of events took place. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden of proof.
8. The issue of evidence at Tenancy Tribunal hearings was considered by the District Court in *Kaipo v Clarke & McCarthy (DC) TT233/02*. Judge Mather stated:

    "…[the applicant] needs to be reminded that like anyone who brings an application before a Tribunal or a 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."
9. The landlord did not manage the property at the beginning of the tenancy, however Ms Swithenbank, was the property manager throughout the tenancy, as she worked for both the former managers and this management company.
10. The landlord provided me with photographs of the property taken at the final inspection, and before and after photographs from before her cleaners did the cleaning and repairs and after the cleaning and repairs.

11. The tenant provided me with both an entry inspection report (that did not have photographs but had a detailed description of the property) and a video showing the condition she left the property in on the 5 September 2025.

Is the tenant liable for cleaning?

12. Tenants must leave the property reasonably clean and tidy at the end of the tenancy.

13. Reasonably clean means clean to the standard an average, reasonable bystander would consider reasonable[1], not commercially clean[2], spotless hotel or motel standard.[3]

14. What is reasonably clean, and tidy is an "objective assessment to be made after consideration of all of the evidence" *Ace Property Management Ltd v Owens DC Wellington CIV -2008-085-1441,17 December 2008.*

15. Having viewed the video taken by the tenant, I am satisfied that the tenant left the property in a reasonable condition. In fact, Ms Swithenbank commented at the end of the hearing that the tenants had done a "reasonable job." And in her email to the tenant dated 24 September 225 she says, "Overall the exit was ***reasonable,*** however there are a few cleaning concerns and damage noted." (own emphasis)

16. The condition of the property in the video shows a property that has been extensively cleaned by the tenant and in many areas is in immaculate condition, not just reasonable. It appears to be in move in condition for new tenants. The photographs taken by the landlord of the areas that the landlord says needed cleaning are extreme close ups of specific areas and do not show the overall condition of the property. The photographs are also not dated. I do not know how long after the tenancy ended that the photographs were taken. I also note that in one photograph of the windowsill it shows some items on the windowsill- whereas in the tenant's video all of the tenant's belongings had been removed. Landlords should expect that there will be some cleaning needed between tenancies, especially ones that are 4 years long.

17. The landlord's claim for cleaning is not proven and is dismissed.

Is the tenant liable for the repairs?

18. 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

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[1] Housing New Zealand v Holloway TT Auckland TT215/93, 8 February 1993 at 8.
[2] Mills v Kiwi Property Care Ltd TT Hamilton 09/01418/HN, 27 July 2009.
[3] Richards v Scully TT Christchurch TT2043/98, 21 July 1998.

damage. Tenants are liable for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.

19. Fair wear and tear is the gradual decline in the property due to everyday normal use.

20. I am satisfied that the tenant put holes in the back of the bedroom 1 door- when hanging a shoe rack or something similar. I say this because the holes are not noted in the ingoing inspection report. The tenant is liable for the repair of this minor damage and I award $50.00 to the landlord for this repair.

21. I am not satisfied that the tenant is liable for the rest of the repairs to the property for the following reasons:

    a. There are no ingoing photographs of the property that would allow a comparison to the exit condition of the property.

    b. I cannot compare the condition of the architrave in bedroom 1 to that of the door at the end. I note that in the entry report the door and walls in this bedroom are described as “Dark coloured door. Good condition **some slight markings**. Walls are in good condition -painted – feature wall with wallpaper. **Some slight markings on the walls**.”

    c. The entry report notes nail holes in some walls and other imperfections.

    d. The entry report records only one net curtain in the lounge, therefore there was no missing net curtain at the end of the tenancy.

    e. I consider that the deterioration in the condition of the curtains in the bedroom to be more than likely due to age and wear rather than anything the tenant did. If the washing of the curtains damaged them, then I consider that this is likely to the age and wear of the curtains rather than anything that the tenant did wrong.

    f. The wallpaper damage was likely caused by the headboard rubbing up against the wallpaper. I do not consider this to be careless or intentional. The tenant was using the room in the way it was intended and from time to time living in the property will cause slight damage such as marks on walls or damage to the wallpaper. I also did not have any evidence on the age of the wallpaper.

    g. The photographs provided by the landlord of the windowsills do not show cat scratching. This issue was not noted in the landlord’s email of the 24 September 2025 which outlined the costs sought from the tenant

22. As the landlord has not been substantially successful in their claim, I do not award the landlord the filing fee

T Prowse
02 March 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.