[2026] NZTT 5402774

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: Mohammad Arshad Mohammad Basheer

Landlord

RESPONDENT: Mahinarangi Harwood

Tenant

TENANCY ADDRESS: 40 Montgomery Avenue, Pukekohe, Pukekohe 2120

ORDER

1. The Bond Centre is to pay the bond of $2,600.00 (BN-00063582) immediately apportioned as follows:

Mohammad Arshad Mohammad Basheer: $1,980.00

Mahinarangi Harwood: $620.00

2. The landlord's claim for damage to the gate, alarm, broken windows after the tenancy ended, exemplary damages and compensation for loss of rent are not proven and dismissed.

Description	**Landlord**	**Tenant**
Carpet Cleaning	$180.00	
Cleaning	$300.00	
Lock/key replacement	$350.00	
Repairs: and painting	$800.00	
Window repairs: main door	$350.00	
Total award	**$1,980.00**	
Bond	$1,980.00	$620.00

Reasons:

1. Both parties attended the hearing held on the 2 March 2025. The landlord attended in person the tenant attended by phone.

2. The landlord's claims are:[1]

    a. $540 for repairs

    b. $4,715 for painting of walls.

    c. $2070 for repairs to the pedestrian gate, replace lock, repair windows in main door, repair

    d. Repairs to the security alarm system $552.00

    e. Cleaning $620.00

    f. Carpet cleaning $230.00

    g. Exemplary damages for tenant damage.

    h. Compensation for being unable to rent the property from the end of the tenancy until the 4 February 2026.

3. The tenancy was only for a duration of 8 months. The tenancy ended after the tenant gave notice because she was moving to Wellington.

4. During the tenancy the landlord inspected regularly. He was unhappy with the way that the tenant was keeping the property, in particular that there were holes in the walls and door, a window was broken, the front gate had come off the hinges and the tenant or her guests were parking on the lawn.

The burden of proof

5. 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.

6. 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."

[1] These are as set out in the landlord's application.

7. The landlord did not have an inspection report showing me the ingoing condition of the property. However, during the hearing he found text messages and photographs taken by the previous tenants, on their last day at the property which showed me the condition of some of the rooms at the beginning of the tenancy.

8. The landlord provided in evidence, quotes from various companies for work that the landlord says that he had to carry out at the property, in order to remedy the tenant breaches. The landlord tells me that all this work has been carried out.

Is the tenant liable for the cleaning and locks?

9. Tenants must leave the property reasonably clean and tidy, remove all rubbish and their belongings and give back all keys at the end of the tenancy.[2]

Cleaning

10. Reasonably clean means clean to the standard an average, reasonable bystander would consider reasonable[3], not commercially clean[4], spotless hotel or motel standard.[5]

11. 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.*

12. The landlord showed me photographs on his device that he had taken at an inspection on or about the 19 November 2025. They show that all the tenant's belongings have been moved out of the house, and it appears that some cleaning has been done. However, the tenant accepts that carpet needed cleaning, and that she did not clean all the walls and the windows. The landlord's photographs also show that some cupboards needed to be further wiped, a pile of debris needed to be removed from the floor in the kitchen and the oven also needed cleaning.

13. The landlord seeks $230.00 for carpet cleaning. He showed me a confirmation of payment on his phone.

14. The landlord filed with his evidence a quote from Busy Bees house cleaners dated 26 November 2025 which showed that the quoted amount for the carpet cleaning was $180.00 inclusive of GST. The landlord has an obligation to mitigate his loss, what this means is that the landlord should have chosen the company who was the least expensive to do the work. No explanation was given as to why Busy bees was not chosen to clean the carpet. Therefore, I award the landlord $180.00 for carpet cleaning.

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[2] Section 40(1)(e) RTA.
[3] Housing New Zealand v Holloway TT Auckland TT215/93, 8 February 1993 at 8.
[4] Mills v Kiwi Property Care Ltd TT Hamilton 09/01418/HN, 27 July 2009.
[5] Richards v Scully TT Christchurch TT2043/98, 21 July 1998.

15. The landlord seeks $620 inclusive of GST for the cleaning. The landlord says that this is the amount quoted by Busy Bees. The landlord did not get Busy Bees to do the work, instead he had two of his workers clean the property. The landlord could not give me any evidence on when this occurred. In December, whilst the property was vacant, the landlord replaced the shower and repaired the floors. Floor sanding and resurfacing is dusty and dirty work, and I cannot see why the landlord would have undertaken cleaning and then completed that work. It makes sense to do the cleaning after the renovation work has been done.

16. Whilst I am satisfied that the tenant did not leave the property reasonably clean and tidy, I only award the landlord $300 for cleaning. I consider this reasonable for the work that was done, and considering that much of the cleaning would have occurred as a result of the renovation and repair work.

Locks

17. The tenant accepts that she did not give back the keys to 3 doors. The landlord says that he had his employees fit 3 new locks, on the garage, main door. This cost was not separately itemized but was included in the work for damage to the glass in the main doors and the repair of the fence. I award the landlord $350 for the locks.

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 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. The landlord says that the tenant extensively damaged the house. Having seen the photographs taken by the landlord at the end of the tenancy I consider that considerable overstatement.

21. The photographs show a house that has dirty and marked walls, and some areas where there have been holes that have been filled, plastered and painted over and areas such as the door in the bedroom which has had a hole filled with putty but the job does not appear to have been done professionally.

22. The landlord says that due to the condition of the walls throughout the house he had to have all the walls repainted at a cost of $4715.00. He seeks this cost from the tenant.

23. I am satisfied that the tenant scraped some walls and put dents and holes from hanging objects in the lounge, and playroom. The tenant accepted that she put a

small hole in one wall and that she caused the hole to the door which she had accepted liability for and asked her father to repair. The tenant also acknowledged that one of the door handles came off the door during the tenancy.

24. I am not satisfied that the tenant caused the larger holes that have been stopped and appear painted over. I say this because I do not have a pre- tenancy inspection report which would allow me to make a direct comparison of the areas.

25. The landlord only had an unsigned quote for this work. He showed me photographs of the property taken after the work was completed. He says that he has made an insurance claim as well, but that his insurer will not finalise the claim until after the tribunal hearing. The landlord says he has not yet paid for the painting.

26. The landlord says that at the beginning of the tenancy the paint work is 4- 5 years old, and the walls were in good order before the tenancy began.

27. I accept that the tenant should be liable for the cost of some of the repairs and painting. However without a pre tenancy inspection report showing me a direct comparison of each room, it is difficult to consider exactly what the condition of the walls were before the tenancy and therefore the extent and nature of the damage caused by the tenant. I have therefore decided to award the landlord the cost of $800 for wall and door repairs, this takes into account:

- The age of the paint work.
- That the tenant accepted that she had caused some damage to the walls in the lounge and playroom that were more than wear and tear.
- That the landlord would be in a better position having the house freshly painted, if I awarded the landlord the whole amount.
- That the landlord could not provide any evidence that he has suffered the loss of quoted amount as he has not paid for the painting.
- That the limited photographs shown to me that were sent to the landlord by the previous tenants, (pre tenancy) show the walls in good condition, but the paint work in the outgoing inspection shows the walls were not in good condition.

<u>The front gate.</u>

28. During the tenancy the gate came off the hinges. The landlord was upset at this he considers that the gate had come off the hinges due to someone either deliberately damaging them or being rough with it.

29. Again, there is no inspection report showing the condition of the gate at the beginning of the tenancy. The photographs of the gate at the end of the tenancy showed that gate is off the hinges and out of alignment and the locks are bent. I

do not know when or how this damage occurred. The tenant denies that she or her invitees caused the damage.

30. The landlord says he installed the gates, and he knows that they were in good condition.

31. In the absence of a pre tenancy inspection report I am left with two conflicting accounts of the condition of the gate at the beginning of the tenancy, and a clear understanding of when and how the gates became damaged.

32. I am not satisfied that the landlord has proven this claim, because I have no evidence that proves that it is likely tenant, or her invitees caused the damage. The gate may have been broken by someone on the street side not in the tenant's premises.

The window in the main door.

33. The tenant accepts responsibility for this window damage, which she says occurred during her tenancy. She says another window that was repaired by her was broken due to the window stays not working. But this door was not fastened with a stay. The tenant is liable for the repair of this window.

34. The landlord had the window repaired by his employees; it is covered in the quote dated 25 November from the landlord's own company. I accept that a window usually costs $350 to repair, and I award that amount.

The windows broken after the tenancy ended.

35. After the tenancy ended there were several windows that were broken from the outside. The landlord reported this to the Police on the 1st of December and the Police investigated and told the landlord that they believed that the damage had been caused by young offenders who had used an upturned rubbish bin to smash the top windows. The landlord believes the tenant was responsible for the broken windows.

36. I am not satisfied that the tenant had anything to do with the broken windows and certainly did not cause them. The damage occurred over a week after the tenancy had ended when the tenant was in Wellington. There was no video or other evidence other than the landlord's belief that the tenant had caused the damage. The Police had investigated and not found the tenant responsible.

37. The landlord's claim for repair of the broken windows is dismissed.

The security alarm system.

38. The tenant and the landlord both agree that this was working at the beginning of f the tenancy but not at the end. The tenant says that she did not break it, it merely stopped working and that she had reported this to the landlord.

39. The landlord had a company who he says specialises in alarms come and diagnose and repair the system. The invoice from that company does not say

what was wrong. The landlord said it had to be recoded. If that is the case, then the damage is more than likely as a result of a fault in the system not through the tenant carelessly or intentionally damaging the system.

40. The landlord has not proven that the tenant damaged the alarm and the claim is dismissed.

Exemplary damages claim.

41. The landlord seeks exemplary damages from the tenant for damaging his property. Exemplary damages are punitive and are only available for those breaches of the RTA that Parliament has declared as unlawful acts. Not all breaches are unlawful acts, and a tenant breach of s 40(2)(a) damaging the property is not an unlawful act for which exemplary damages can be awarded. Therefore, this claim is dismissed.

Compensation -Rent from the end of the tenancy until a new tenant was found.

42. The landlord claims that he has not been able to rent out the property because of the condition that the tenant left the property in.

43. I am not satisfied that the tenant should be liable for rent past her end date, because:

a. I have not found that the tenant significantly damaged the property.

b. The landlord accepted after the hearing that during this period he had removed a shower that had been leaking and repaired the floors. The tenant did not damage those items, and the landlord cannot received rent whilst undertaking renovation of the property.

c. There are many reasons that landlords do not get new tenants, it may be because of the market, the condition of the property, that the price asked for rent is too high or the area is not seen as desirable. I do not know why the property was not tenanted. There is no established causative link between the tenant's breaches and the landlord not being able to rent the property.

Observations.

44. I understand that the landlord may feel aggrieved that many of his claims have been dismissed or that his claimed amounts have not been awarded. This is largely because the landlord simply did not meet the required evidential burden. Landlords who make claims for compensation arising from damage that they say was caused by the tenant need to provide ***evidence*** that shows the tribunal:

a) The condition of the property before the tenancy began.

b) The nature and extent of the damage caused and how the damage was caused. For example, if alleging that the tenant broke the oven, then there should be evidence from someone who is qualified in repairing ovens,

diagnosing what was wrong, and why it was likely that the tenant caused this damage. An opinion by an unqualified landlord on what caused the damage is unlikely to carry much weight in a disputed claim.

c) The loss that they have suffered in repairing the damage. Usually this is the actual cost that they have paid on an invoice.

d) If the landlord has received compensation for the loss from an insurer this should also be disclosed.

45. The landlord also must make it clear what he is claiming for each item. At the hearing the landlord sought the costs of repair to the blinds, but as that had not been claimed in the application, I could not consider that claim as the tenant was not informed that the claim would be discussed.

46. I do not award the landlord the filing fee as he has been partly successful and partly unsuccessful in his claims.

THE SEAL OF THE TENANCY TRIBUNAL

T Prowse
04 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.