[2026] NZTT 5429688

TENANCY TRIBUNAL AT NEW PLYMOUTH | TE TARAIPIUNARA RETIHANGA KI NGĀMOTU

APPLICANT:	Kāinga Ora–Homes And Communities Landlord
RESPONDENT:	Sid Te Wake Lambert Tenant
TENANCY ADDRESS:	61B Glenpark Avenue, Frankleigh Park, New Plymouth 4310

ORDER

1. Sid Te Wake Lambert must pay Kāinga Ora–Homes And Communities $3,103.86 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears to 22/12/2026	$600.00	
Repairs: Replace satellite dish	$250.00	
Repairs: Window bedroom and front door glass	$452.67	
Repairs: Cabinet drawer	$258.11	
Repairs: Hole in kitchen wall	$131.39	
Repairs: Holes in cupboard wall	$11.69	
Repairs: Paint bedroom	$351.00	
Repairs: Carpet bedroom and lounge	$949.00	
Cleaning: Cleaning including removing paint from windows	$100.00	
Total award	**$3,103.86**	
Total payable by Tenant to Landlord	**$3,103.86**	

Reasons:

1. Only the landlord attended the hearing. I am satisfied that the tenant has been served and so the hearing proceeded in their absence.

2. The landlord has applied for rent arrears and compensation following the end of the tenancy.

How much is owed for rent?

3. The tenancy ended on 22 December 2026. The landlord provided rent records which prove the amount owing at the end of the tenancy. The sum ordered is proven.

Is the tenant responsible for the damage to the premises?

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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. In calculating depreciation, the age and condition of the items at the start of the tenancy and their likely useful lifespan are relevant factors.
10. The landlord says that the following damage was caused during the tenancy:
    a. Broken bedroom window
    b. Broken door window

c. Kitchen drawer missing

d. Holes in cupboard wall (cut out)

e. Hole in kitchen wall (cut out)

f. Damage to bedroom walls

g. Removal of carpet in bedroom and significant carpet damage (cutting) in lounge.

11. I am satisfied that all of this damage occurred during the course of the tenancy and that it is more than fair wear and tear, and the tenant has not disproved liability for the damage.

12. The landlord has no insurance but in any event, I am satisfied that the damage is more likely than not to be intentional, given the nature of the damage proven.

13. I made no deduction in relation to the sums claimed for carpet and painting because I am satisfied that the landlord has already made an appropriate deduction in its application for these items (in other words full remedial value has not been sought by the landlord).

14. I do not consider the landlord has obtained a benefit in remedying the other damage listed and so no deduction to account for betterment is appropriate on those items.

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

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

16. I am satisfied the tenant removed a satellite dish. I have awarded replacement costs but I have limited the sum claimed to $250 to take into account betterment and depreciation. The IRD depreciation guidelines for chattels in a residential property sets out that the expected lifespan for such an item is 12.5 years. There was no evidence available on the age of the dish at the start of the tenancy, but the pre-tenancy inspection shows a dish in very good condition. I therefore consider it reasonable to award this sum.

17. I am satisfied that the tenant did not leave the premises reasonably clean and tidy. The landlord seeks cleaning costs (which exclude rubbish removal).

18. In terms of the required cleaning the landlord says that floors needed cleaning, two windows needed black paint scraping from them (the windows had been painted, perhaps as a form of window covering/screen) and the drawers and cupboards needed wiping.

19. The photos provided do not sufficiently support the full cleaning sum claimed. The kitchen is painted wood and older making it harder to clean. The outgoing property inspection records that the kitchen and bathroom are reasonably clean.

The images do not show a level of cleaning that justifies the total amount requested. As a result, the cleaning claim is reduced to reflect only the reasonable costs supported by the available evidence. I limit the cost of cleaning to $100.

20. The landlord waives their right to the filing fee and does not seek suppression.

M Kemp
10 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.