[2026] NZTT 5395885

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: Home Rental Services Limited as the agent for Lesley & Ronald Elder

Landlord

RESPONDENT: Tubby Rawiri & Kelly Tamatea

Tenant

TENANCY ADDRESS: 197 Russell Street, Whataupoko, Gisborne 4010

ORDER

1. Tubby Rawiri & Kelly Tamatea must pay Home Rental Services Limited as the agent for Lesley & Ronald Elder $10,454.85 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 3.11.2025	$9,210.71	
Cleaning and carpet cleaning	$1,385.00	
Rubbish removal	$450.00	
Lock/key replacement	$434.00	
Replace furnishings: insurance excess & valuation	$551.18	
Repairs to walls, door, window (insurance excess)	$1,000.00	
Repairs to shower door	$501.96	
Eviction costs	$267.00	
Filing fee reimbursement	$28.00	
Filing fee: previous Tribunal hearing (5261328)	$27.00	
Total award	**$13,854.85**	
less Bond	$3,400.00	
Total payable by Tenant to Landlord	**$10,454.85**	

2. The Bond Centre is to pay the bond of $3,400.00 (BN-00072477) to Home Rental Services Limited as the agent for Lesley & Ronald Elder immediately.

Reasons:

1. Only the landlord, represented by Ms Joule, attended the hearing, which was conducted by videoconference. The tenants did not join the video meeting at the scheduled time, either by video or telephone. The start of the hearing was delayed, but the tenants still did not attend. As they have been notified, the hearing proceeded.
2. The landlord has applied for rent arrears, compensation, payment from the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

3. The tenancy ended on 3 November 2025, after the landlord enforced a conditional termination order. The landlord has explained that after the Tribunal order was issued, the tenants stopped paying rent. The owner delayed enforcement on compassionate grounds, due to the tenants' circumstances. However, as the rent arrears continued, the landlord had to arrange for eviction, and the landlord regained possession on 3 November 2025.
4. The landlord provided rent records which prove the amount owing at the end of the tenancy. The amount sought is awarded above.

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

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. See section 40(1)(e)(ii)-(v) of the Residential Tenancies Act 1986 (the RTA).
6. The landlord claims costs for cleaning, rubbish removal, locksmith's charges and compensation for chattels removed from the premises. The landlord has produced photographic evidence showing the condition of the premises at the start and end of the tenancy. This evidence establishes that the tenants did not leave the premises reasonably clean and tidy, and did not remove all rubbish. The landlord states extensive cleaning was required, throughout the house, and included cleaning of the oven and carpet.
7. The landlord states the tenants left behind piles of timber, tyres, a structure (used to shelter dogs), furniture and other large items, including a freezer unit, all of which had to be removed. Invoices for the cleaning and rubbish removal costs were provided.
8. Following the eviction process, the locks and keys were changed, and an invoice for the locksmith's charges was provided.

9. The premises was furnished, and the following chattels were missing at the end of the tenancy: three-seater sofa and two recliners, custom made cushions and squab for a bay window seat, office chair and a single bed mattress. The landlord obtained a valuation, and the items were valued at $1,735.00. The insurance excess of $500.00 is claimed, along with the valuation cost of $51.18.

10. The amounts ordered are proved.

Compensation for damage

General principles regarding responsibility for damage

11. The landlord seeks compensation for tenant damage. To be successful, 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 of the RTA.

12. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. 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) of the RTA.

13. 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) of the RTA.

14. The landlord advises that the insurance excess for tenant damage is $1,000.00.

15. 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) of the RTA.

16. 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.

17. When determining the quantum of compensation, betterment and depreciation must be taken into account. Applying the principle of betterment, 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 must be considered.

Are the tenants responsible for the damage to the premises?

18. The landlord has provided an invoice from HMS Gisborne, which details the repairs undertaken ($2,388.55), along with an invoice for replacement of the shower glass ($501.96). There is also photographic evidence of the condition of the premises at the start and end of the tenancy. The landlord's evidence establishes that the following damage was caused during the tenancy:
    - Toilet door handle: this was missing and had to be replaced.
    - Damage to the wall at the bottom of the staircase: this required a gib patch and paint.
    - Downstairs living room (bedroom 5): there was a thick layer of plaster that had to be removed, and the wall was restored.
    - Window repair: the tenants had jammed the window with a cloth, so this had to be repaired.
    - Shower door: the glass had been smashed and had to be replaced. The replacement cost of the glass is sought (and not the labour costs).
19. The above damage is more than fair wear and tear, and the tenants have not disproved liability for the damage.
20. The landlord seeks the insurance excess of $1,000.00 for the HMS invoice, and the shower glass invoice of $501.96.
21. The amounts ordered are proved.

Filing fee and name suppression

22. As the landlord has been successful, the tenants are to pay the landlord's filing fee.
23. The landlord does not request name suppression.

THE SEAL OF THE TENANCY TRIBUNAL

V Pasupati
12 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.