[2026] NZTT 5324910, 5341928

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: CLP Holdings Limited

Landlord

RESPONDENT: Jacob Samual Read, Hayley Renee Ford

Tenant

TENANCY ADDRESS: 52B East Street, Pukekohe, Pukekohe 2120

ORDER

1. Jacob Samual Read and Hayley Renee Ford must pay CLPHoldings Limited $13,184.71 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears to 9 October 2025	$9,324.07	
Water rates	$338.88	
Carpet Cleaning	$210.00	
Cleaning	$586.00	
Rubbish removal: labour and dump fees	$1,047.00	
Window repairs: reglaze window where cat door broken	$155.00	
Repairs	$1,426.76	
Replace smoke alarms: labour only smoke alarms included in repairs.	$69.00	
Filing fee reimbursement	$28.00	
Total award	**$13,184.71**	
Total payable by Tenant to Landlord	**$13,184.71**	

Reasons:

1. Mrs Le Prou attended the in person hearing for the landlord. The tenants did not attend.

2. Mrs Le Prou's late husband Paul was the property manager for this property. Paul filed these applications. Paul died shortly after making these applications and the tenancy ending. Mrs Le Prou is the sole director of the company, she has compiled the evidence in support of these applications from the files that Paul kept, including file notes made of his conversations and meetings with the tenants, his cell phone and email records.

3. The landlord has applied for rent arrears, water rates owing, compensation for repairs to the property and reimbursement of the filing fee following the end of the tenancy.

What rent is owed?

4. The first question that the Tribunal must consider is what was the start date and end date of this tenancy?

5. The tenancy agreement was completed by Paul and signed by all parties on the 30 May 2024. However, it is accepted that the tenancy did not begin on that date. The commencement date in the tenancy agreement was not completed. There is an email suggesting a move in date of the 1 July, but it is not clear if the tenants moved in on that date or not. The tenants paid some money between the 12 July and the 7 August 2024, but this appears to have been regarded by Paul as bond or rent in advance as he has signed the tenancy agreement noting he has received payment of the bond on the 26 July 2024. The tenants started paying weekly rent of $695.00 on the 7 August 2024 and I therefore have taken that date to be the commencement date of the tenancy.

6. The landlord provided a file note of conversations and meetings that Paul had with Ms Ford and her father on the 25 September noting that the last day of the tenancy would be the 9 October 2025, and a final inspection would occur on the 8 October 2025. This meeting occurred after the tenants sent an email on the 24 September 2025 saying that they had moved from the property. Paul also handwrote on the email the final day would be the 9 October 2025.

7. Paul conducted a final inspection on the 8 October 2025, and he noted on the inspection report that Ms Ford had not turned up despite telling him she would do so.

8. I am satisfied that the tenancy ended on the 9 October 2025.

9. I have calculated the rent owed at $695 per week for the period of 7 August 2024 to 9 October 2025, this is 61 weeks and 2 days. The total rent owed for the duration of the tenancy is $42,593.57.

10. Mrs Le Prou has compiled ledgers from bank statements of all the rent paid by the tenants. Between the 12 June 2024 and the first regular rent payment on the 7 August 2024 the amount received from the tenants totalled $2250.00. On the 21 July 2024 Paul refunded Mr Read $750.00. The tenants paid 39

payments of weekly rent of $695.00 totalling $27,105.00. They made 5 payments of $732.90 = $3,664.50 and an additional payment of $1,000.00.

11. If we add the amounts paid $2,250 +$27,105.00 + $3,664.50+ $1,000.00 and deduct $750.00 refunded, we get the total rent paid by the tenants during the tenancy of $33,269.50.

12. The difference between the rent owed $42,593.57 less the amount paid $33,269.50 is the amount owing by the tenants = $9,324.07

Water rates.

13. The landlord provided water rates invoices which prove the amount owing at the end of the tenancy.

Cleaning, rubbish removal and smoke alarms.

14. 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) Residential Tenancies Act 1986. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1)(ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.

15. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The landlord provided a copy of the move in inspection report together with Paul's handwritten move out inspection report. In addition, the landlord provided me with photographs that showed the condition of the property at the beginning and end of the tenancy.

16. The property was not left reasonably clean and tidy, there was also a significant amount of rubbish left around the property.

17. Paul engaged ACL property Maintenance Limited to complete the cleaning and rubbish removal. That company provided a very detailed invoice showing the dates and hours they spent on each task. I consider that the amount of the time spent was reasonable for the work that was completed.

18. The landlord also provided me with invoices for the disposal fees and the cleaning products.

19. At the end of the tenancy the tenant removed the smoke alarms these had to be purchased and reinstalled.

20. The amounts ordered are proved.

Damage to the premises.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. I am satisfied from the evidence provided that the following damage was caused during the tenancy:

    - A large hole in the hallway.
    - Multiple smaller holes/ wall damage in the lounge and kitchen and bathroom light switch some of which had been badly repaired.
    - Broken cat door- glass was replaced.
    - Broken door handle – master bedroom

27. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

28. I am not satisfied that damage to the curtains/rails, and window latches were more than fair wear and tear. The house is old, and it is unclear what caused these items to fail.

29. The amounts ordered are proved.

30. I have taken into account betterment and depreciation. 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, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

Filing fee.

31. As the landlord has been substantially successful in their claim, then they are awarded the filing fee.

T Prowse
18 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.