[2026] NZTT 5387443

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: ROIMATA TAUHARA-TEAO

Tenant

TENANCY ADDRESS: 9 Dulcie Place, Red Hill, Papakura 2110

ORDER

1. ROIMATA TAUHARA-TEAO must pay Kāinga Ora–Homes And Communities $3,714.88 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent credit		$318.86
Cleaning	$692.75	
Rubbish removal	$246.32	
Lawns and Garden work	$1,075.50	
Window repairs	$200.92	
Window repairs: external door	$809.06	
Repairs: doors	$1,009.19	
Total award	**$4,033.74**	**$318.86**
Net award	$3,714.88	
Total payable by Tenant to Landlord	**$3,714.88**	

Reasons:

1. The landlord attended the hearing. There was no appearance for the tenant.
2. The landlord has applied for compensation following the end of the tenancy on 23 July 2025.

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

3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, and remove all rubbish. See section 40(1)(e) Residential Tenancies Act 1986.

4. The landlord provided photographs showing that the tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish. Items were left strewn around the property, the carpet was grubby and marked, the walls were very dirty, including a lot of scribble, cupboards, drawers and floors needed cleaning.

5. Outside, the tenant had planted yukkas, installed garden beds and compost heaps. Pallets and a tyre had been left in a pile with other rubbish. The pre-tenancy photos show a clean and tidy property.

6. The amounts ordered for cleaning, rubbish removal and gardens are proved.

Is the tenant responsible for the damage to the premises?

7. 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.

8. 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. This applies to each item.

9. 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.

10. 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.

11. 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.

12. The following damage was caused during the tenancy: [list items]. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

13. The landlord provided entry and exit inspection photographs which show the following damage occurred during the tenancy:

    Holes in multiple doors: entry door, bedroom 1 wardrobe door, bedroom 2 door, bedroom 2 wardrobe.

    Broken latch in bedroom door.

14. Some doors have multiple holes and the strip on the latch side of one door has come off.

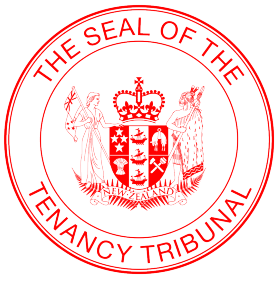
15. The landlord provided a maintenance schedule covering the amounts claimed. The amounts for these repairs total $1,009.19.

16. There is also a cracked bedroom window and cracked external safety glass in an external door. The landlord has provided maintenance schedules for those amounts as ordered above.

17. The amounts ordered are proved.

18. 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.

19. Because Kāinga Ora–Homes And Communities has wholly succeeded with the claim I must reimburse the filing fee. That amount of $28.00 has not been included in the order above because the landlord does not wish to claim it.



T Baker
30 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.