[2026] NZTT 5456370

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: Barfoot & Thompson Property Limited As Agent For Rml Group Limited

Landlord

RESPONDENT: Neha Pal

Tenant

TENANCY ADDRESS: 56B Nelson Street, Pukekohe, Pukekohe 2120

ORDER

1. Neha Pal must pay Barfoot & Thompson Property Limited As Agent For Rml Group Limited $13,025.17 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,720.00 (BN-00095506) to Barfoot & Thompson Property Limited As Agent For Rml Group Limited immediately.

Description	**Landlord**	**Tenant**
Break lease fee	$617.50	
Water charges to end of tenancy	$103.22	
Replace smoke alarms	$99.95	
Replace carpet	$4,477.49	
Replace blinds	$778.45	
Replace laminate flooring	$1,201.86	
Replace hob	$883.20	
Painting walls	$7,555.50	
Filing fee reimbursement	$28.00	
Total award	**$15,745.17**	
Bond	$2,720.00	
Total payable by Tenant to Landlord	**$13,025.17**	

Reasons:

1. The landlord attended the hearing on 7 April 2026.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. The tenancy was for a fixed term from 30 May 2025 to 29 May 2026. The tenant vacated on 24 December 2025.

Smoke Alarms

4. The tenant must not remove smoke alarms. The landlord provided evidence showing that the upstairs smoke alarm was there at the start of the tenancy but was removed and had to be replaced.

Damage

5. 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. A tenant is liable for the actions of people at the premises with their permission.
6. 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. The weekly rent was $680.00. The insurance excess was $5,250.00.
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.
8. The carpets were badly stained at the end of the tenancy and had to be replaced. The carpets were brand new at the start of the tenancy. Cleaning the carpets probably would not have removed the stains. I accept that the carpets needed replacement.
9. The blinds had been written on and were crumpled. I accept that the blinds had to be replaced.
10. The timber laminate flooring in the living room and kitchen was scratched and was replaced. There is no evidence on which to base a finding that the scratches could have been repaired.
11. The laminate hob was cracked on one corner and was replaced. I accept that it would not have been possible to repair the hob.

12. The walls were damaged in the stairway and bedrooms. The invoice for painting stated that all walls had marks and stains, except for the downstairs toilet. It is not evident that every wall was damaged. Some of the damage shown in the photographs looks like scuffs that could have been cleaned.

13. I expressed concern about the amount claimed for painting at the hearing. Without the tenant's attendance, and in the absence of any countervailing evidence, I have no basis to impose my own view of reasonable compensation. The landlord has been quoted a price and there are no other quotes to show it is unreasonable.

14. The property was new, and therefore, there is no basis for depreciation. I have considered whether the tenant's liability is limited to the insurance excess of $5,250.00. The difficulty here is that, even if the excess is applied on a room-by-room basis, that still results in the tenant being liable for the full cost of wall repairs. I award the amount claimed for painting but would note that the landlord cannot recover more than the actual cost of repair from the tenant, if less than the quote.

Break Lease

15. The landlord claimed $617.50 as a break lease fee when the tenant vacated prior to the end of the fixed term. This was based on charges for advertising and managing viewings which were itemised in an invoice. I award this amount.

Filing Fee

16. The landlord's application has succeeded. I award the filing fee.

M Edison
07 April 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.