[2026] NZTT 5403973

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: Mata Taiaopo Aiga

Tenant

TENANCY ADDRESS: Unit/Flat 9, 57 Marne Road, Papakura 2110

ORDER

1. Mata Taiaopo Aiga must pay Kāinga Ora–Homes And Communities $810.40 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Cleaning	$318.57	
Rubbish removal	$218.37	
Repairs	$197.83	
Replace heat pump remote	$53.34	
Replace living room carpet	$306.00	
Total award	**$1,094.11**	
Rent credit to tenant	$283.71	
Total payable by Tenant to Landlord	**$810.40**	

Reasons:

1. Ms Gray, representing the landlord, attended the video conference hearing. The tenant did not join the hearing as per the instructions in the Notice of Hearing and so did not attend the hearing. As the tenant was served, the hearing proceeded in her absence.
2. The landlord has applied for compensation following the end of the tenancy.
3. The landlord said the tenancy ended on 21 October 2025.

4. The landlord indicated there is a rent credit held for the tenant in the amount of $283.71, which the landlord asked to be applied to any order made against the tenant.

Did the tenant 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) Residential Tenancies Act 1986.
6. The landlord said the tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
7. The landlord provided an Entry Inspection Report dated 20 September 2022, an Exit Inspection Report dated 22 October 2025, both of which had a significant number of photographs attached, work orders for the amount claimed and other evidence.

Cleaning

8. The landlord withdrew a claim to clean the whole house in the amount of $465.35 that had originally been claimed but renewed their claims for $104.26 for cleaning the kitchen cupboards, $48.45 for cleaning the rangehood and $165,86 for cleaning the stove and oven, coming to a total claim of $318.57 for cleaning.
9. The landlord pointed to photographs in the Exit Inspection Report, which showed dirty kitchen cupboards, a very heavily soiled and dirty rangehood and a very dirty and heavily soiled stovetop and oven. Based on this evidence, the landlord has shown the tenant did not leave the property reasonably clean and tidy, and that their claim of $318.57 for cleaning the kitchen cupboards, rangehood, stove and oven, is reasonable. As such, I award the landlord $318.57 for cleaning at the end of the tenancy.

Rubbish removal

10. The landlord withdrew their larger original claims for interior and exterior rubbish removal and adjusted their claim for rubbish removal down to $200.00 to remove interior and exterior rubbish and $18.37 for tyre removal.
11. The landlord provided photographs with the Exit Inspection Report which showed a lot of rubbish left in the kitchen, and kitchen cupboards, including boxes, general rubbish, appliances like a toaster, sandwich maker, coffee maker, toys and other smaller items scattered throughout the house. There

were also photographs of items left in the garage and outside the property, as well as of a tyre that had to be removed. Given the evidence, I find the landlord's claim for rubbish removal, totalling $218.37 to be reasonable and so award this to the landlord for rubbish removal at the end of the tenancy.

12. I note that the landlord took account of a skip bin left at the property which the tenant had paid for before leaving the property, which the landlord's contractors were able to use for rubbish left. The landlord said this reduced their rubbish removal claim.

Missing heat pump remote

13. The landlord said the heat pump remote was missing at the end of the tenancy and provided a photograph showing it was missing from the wall holder for the remote. The landlord claimed $53.34 to replace the remote, which is reasonable given the evidence. As such, I award the landlord $53.34 to replace the heat pump remote that was missing at the end of the tenancy.

14. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

15. 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.

16. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

17. 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.

18. 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.

19. 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.

20. 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.

21. The landlord said the following damage was caused during the tenancy:

Holes - plastering

a. The landlord said there was 1 hole left in the wall in bedroom 1 and one hole left in the wardrobe door in bedroom 2, both of which had to be plastered. The landlord said they did not claim for any painting, only for the plastering of these holes. The landlord provided photographs in the Exit Inspection Report showing a hole in a wall in bedroom 1 and a hole in the wardrobe door in bedroom 2. From the evidence provided, I find this is intentional damage on the tenant's part. As such, the tenant is liable for the full repair cost less any depreciation. The cap in section 49B RTA does not apply here.

b. The landlord claimed $131.70 for plastering these 2 holes, which I find is a reasonable cost, given the evidence provided.

c. As the landlord did not claim the cost of any painting of these holes, only plastering, depreciation does not apply. Therefore, I award the landlord $131.70 to plaster the 2 holes left at the end of the tenancy in bedrooms 1 and 2.

Replace rangehood filters

d. The landlord claimed the rangehood filters were damaged and provided photographs of the condition of the rangehood at the end of the tenancy. Given the evidence, I find this is likely careless damage on the tenant's part. As such, the tenant is liable for the full repair or replacement cost less any depreciation and considering the cap in section 49B RTA.

e. The landlord claimed $66.13 to replace the filters in the rangehood, which is less than 4 weeks rent of $648.00 here. There is no applicable insurance excess. Therefore, I award the landlord $66.13 to replace the rangehood filters.

Carpet replacement – living room

f. The landlord said the tenant significantly damaged the carpet in the living room and so this carpet could not be cleaned and had to be replaced. The

landlord provided photographs of the condition of the living room carpet in the Exit Inspection Report. The photographs of the living room carpet showed it was heavily soiled and significantly stained, including with red staining. I accept, from the evidence, that the carpet in the living room had to be replaced at the end of the tenancy. From the evidence provided, I find this is likely intentional damage on the tenant's part, given the extent of the staining and soiling, which must have occurred continually over a period of time, from the evidence provided. As such, the tenant is liable for the full replacement cost less any deprecation. The cap in section 49B RTA does not apply here.

g. 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.

h. The landlord said the carpet was 6 years old. Current depreciation guidelines estimate the lifespan of a living room carpet in a rental property is around 10 years. The landlord provided work orders for the full cost of replacing the carpet and the carpet underlay, which came to $764.64. The landlord had depreciated the carpet replacement claim appropriately and claimed a depreciated total to replace the living room carpet of $306.00. Therefore, I award the landlord the depreciated cost of replacing the living room carpet in the amount of $306.00.

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

23. The amounts ordered are proved.

Rent credit

24. I take account of the tenant's rent credit in the amount of $283.71 and have reduced the order made accordingly, as above.

THE SEAL OF THE TENANCY TRIBUNAL

C Price
08 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.