[2026] NZTT 5379482

TENANCY TRIBUNAL AT PAPAKURA | TE TARAIPIUNARA RETIHANGA KI PAPAKURA

APPLICANT: Kāinga Ora–Homes and Communities

Landlord

RESPONDENT: Owhaeroa Alimae Tupaea

Tenant

TENANCY ADDRESS: Unit/Flat Flat 7, 57 Marne Road, Papakura, Papakura 2110

ORDER

1. Owhaeroa Alimae Tupaea must pay Kāinga Ora–Homes and Communities $5,483.19 immediately, calculated as shown in table below.

Description	**Landlord**
Cleaning: whole house/rangehood/kitchen cupboards	$618.00
Replace stove- less depreciation	$746.00
Repairs: Cabinet drawers in kitchen	$646.68
Repairs: Cabinet shelving lounge	$224.52
Window repairs: Garage door	$340.18
Repairs: Gate lock	$51.03
Graffiti removal garage	$332.70
Rubbish removal: Exterior	$358.50
Rubbish removal: Interior	$492.63
Repairs: doors laundry, toilet and bedrrom 1	$523.44
Repairs: holes in walls in bedroom 1, 2, lounge, kitchen entranceway, garage, exterior wall	$1,318.78
Replace doorknob in bedroom 2	$26.73
Total award	**$5,679.19**
Minus Bond	-$196.00
Total payable by Tenant to Landlord	**$5,483.19**

2. The Bond Centre is to pay the bond of $196.00 (3032379-011) to Kāinga Ora–Homes and Communities immediately.

Reasons:

1. The landlord attended the hearing, the tenant did not attend. The tenant was served with the notice of hearing and has not communicated with the Tribunal seeking an adjournment. I am proceeding with the hearing in the absence of the tenant.
2. The landlord has applied for compensation and refund of the bond following the end of the tenancy.

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, 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.
4. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
5. The landlord provided an exit inspection and photos. The photos show the property was very dirty and not left reasonably clean and tidy. The carpets were heavily stained, the kitchen cabinets were dirty as was the rangehood.
6. The landlord provided invoices for the cost of the cleaning and the rubbish removal.
7. The tenant left a significant amount of rubbish inside and outside the property.
8. I am satisfied that the landlord has proven their claims for the cleaning and rubbish removal.
9. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

10. 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.
11. 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.

12. 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.

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) RTA.

14. 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.

15. 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.

16. The following damage was caused during the tenancy:

    - 26 holes in the walls throughout the property
    - Smashed and damaged doors
    - Broken glass in garage door.
    - Painting graffiti across the walls in the garage.
    - Broken, filthy and rusted oven with handles removed.
    - Cabinetry in lounge and kitchen removed.

17. The evidence shows that the tenant has caused extensive damage to the property by wilfully and deliberately knocking and smashing 26 holes in the walls and doors. The holes were repaired, replastered and repainted.

18. The wardrobe door was replaced as it had a huge hole in it, and it was cracked right across the upper door. The garage walls were heavily graffitied.

19. The glass in the back door was broken and a doorknob in bedroom 2 was missing. The gate lock was broken and the cabinets in the kitchen cupboards and lounge storage cupboard had the shelving removed and missing. The landlord had to replace the cabinetry and doorknob.

20. The oven was 2 years old, yet it was beyond saving and had to be replaced. The oven door handles were removed, the oven was rusted, and filthy. The landlord said the oven cost $924.82 to buy and install. The landlord has depreciated the cost of the oven to reflect that the oven is now 2 years old. The landlord seeks $746.00 for the replacement oven.

21. This level of damage goes far beyond fair wear and tear and cannot be considered accidental or incidental. Under the Residential Tenancies Act 1986, tenants must not intentionally or carelessly damage the premises. Wilful damage of this kind is a serious breach of the tenant's obligations and is grounds for immediate termination of the tenancy under section 56. The tenant is liable for the full cost of repairing the damage. Such conduct is unacceptable and undermines the trust and responsibilities inherent in a tenancy agreement.

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

23. The landlord has provided a detailed invoice for the repairs to the property. These costs are fair and reasonable and I find the landlords costs are proven.

24. The Bond Centre is to refund the bond to the landlord immediately to offset the debt owed by the tenant to the landlord.

J Northwood
10 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.