**[2026] NZTT 5427351**

**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA**

APPLICANT: Inspire Real Estate Limited As Agent For Karen Anne Blennerhassett/ Otium Enterprises Ltd

Landlord

RESPONDENT: Kornelis Aaron De Boer

Tenant

TENANCY ADDRESS: 15D East Street, Pukekohe, Pukekohe 2120

## ORDER

1. Kornelis Aaron De Boer to pay Inspire Real Estate Limited As Agent For Karen Anne Blennerhassett/ Otium Enterprises Ltd $690.21 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,200.00 (BN-00020772) immediately apportioned as follows:

Inspire Real Estate Limited As Agent For Karen Anne Blennerhassett/ Otium Enterprises Ltd: $690.21

Kornelis Aaron De Boer: $1,509.79

| **Description** | **Landlord** | **Tenant** |
|---|---|---|
| Carpet Cleaning | $160.00 | |
| Repairs: Wall and door frame | $707.25 | |
| Oven/stove cleaning | $109.25 | |
| Filing fee reimbursement | $28.00 | |
| Rent credit | | $314.29 |
| **Total award** | **$1,004.50** | **$314.29** |
| Net award | $690.21 | |
| Bond | $690.21 | $1,509.79 |

3. All remaining claims are dismissed.

**Reasons:**

1. Both parties attended the hearing held on 15 April 2026 remotely.
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 began on 20 December 2024 and was for a fixed term due to end on 20 February 2026.
4. On 16 October 2025 the tenant requested that the fixed term tenancy end early. The landlord acknowledged receipt of the request and agreed to begin advertising for a new tenant. The tenant also advertised for a new tenant.
5. On 24 November 2025 the tenant emailed the landlord stating that he had been advised by an employee of the landlord's property management company that a new tenant had been found and his move out date was confirmed for 30 November 2025. The tenant asked about his final rent payment and a move out inspection.
6. On the following day the tenant was advised that the new tenant had fallen though and would not be moving in. The landlord had not arranged for the prospective tenant to sign a tenancy agreement before advising this tenant that there was a new tenancy.
7. The tenant was told a new tenant had been found and relied on that information to make arrangements to move out. I find that the fixed term tenancy ended by mutual agreement when the tenant was advised of the new tenancy.
8. The landlord claimed for break lease costs due to the early ending of the fixed term tenancy. When the tenant asked to end the tenancy, the landlord did not inform the tenant of any break lease costs. It was not until the tenant had already moved out that the landlord emailed the tenant with an invoice.
9. At the hearing the tenant said that if he had known about the break lease costs, he may not have decided to end the tenancy early. He knew that he would be responsible for rent until a new tenant was found but had remained in the premises and continued paying rent until he was advised that a new tenant had been found. He was therefore acting to minimise the cost to him.
10. It would not be fair to hold the tenant responsible for costs that they were not made aware of before acting. The landlord's claim for the break lease costs is dismissed.

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

11. 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.
12. The landlord claimed for cleaning the oven and this was agreed to by the tenant.
13. The landlord claimed the cost of removing a carpet stain. That was also agreed to by the tenant.
14. The amounts ordered are proved.
15. After lodging their application, the landlord added a claim for carpet replacement. Only a letter from the insurance company was submitted as evidence. That letter advised that a claim had been accepted for replacement of the carpet in the upstairs second bedroom. The landlord did not produce an invoice for replacement of the carpet.
16. The photograph in the exit report shows a very small (approximately the size of a 50-cent piece) mark on the carpet. The carpet cleaning invoice states that there are two dark burn marks that can't be treated. The photographs do not show two marks.
17. The tenant said that he was not aware that the carpet stain could not be removed and that the carpet needed to be replaced.
18. Due to the lack of clear evidence this issue was not able to be fully considered at this hearing. The landlord advised that a new application will be filed.

*Is the tenant responsible for the damage to the premises?*

19. 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.
20. The landlord claimed for damage to the hallway wall and for damage to a door frame. While the tenant had been told that the cost would be minimal, he did not consider the cost sought was reasonable. I have considered the damage and accept that the repair cost is reasonable. The cost sought is awarded.
21. There was a rent credit when the tenant moved out. That amount is included in the table above together with the release of the bond.
22. Because Inspire Real Estate Limited As Agent For Karen Anne Blennerhassett/ Otium Enterprises Ltd has substantially succeeded with the claim I have reimbursed the filing fee.

N Walker
15 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.

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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.