[2026] NZTT 5428871

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited As Agent For Sung Choi

Landlord

RESPONDENT: Tyler Stowers, Travey Stowers

Tenant

TENANCY ADDRESS: Unit/Flat Flat 1, 16 Cambric Place, Botany Downs, Auckland 2010

ORDER

1. Tyler Stowers and Travey Stowers to pay Barfoot & Thompson Limited As Agent For Sung Choi $2,825.70 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,825.70 (BN-00063794) to Barfoot & Thompson Limited As Agent For Sung Choi immediately. The Bond Centre is to pay the bond of $134.30 (BN-00063794) to Tyler Stowers and Travey Stowers immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 6 February 2026 by consent	$845.71	
Water rates by consent	$39.49	
Lawns and Garden work	$498.00	
Cleaning, wall repair work, rubbish removal (by consent)	$1,293.75	
Replace heatpump remote	$120.75	
Filing fee reimbursement	$28.00	
Total award	**$2,825.70**	
Bond	$2,825.70	$134.30

Reasons:

1. Both parties attended the hearing.
2. The landlord has applied for rent arrears, water rates arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. At the hearing the Tenants agreed to the Landlords claims for rent arrears, water rates arrears, rubbish removal and replacement of the heat pump remote.

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

4. 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.

Cleaning and gardening

5. The tenant is required to leave the premises in a reasonably clean and tidy condition at the end of the tenancy and to replace standard light bulbs.
6. The Landlord submitted that the Tenants failed to meet this obligation. Photographs from the outgoing inspection report show a number of areas requiring cleaning, including marks on the hallway/entry walls and dirty skirting boards, unclean stairs, mould on the lounge curtains, a green mark on the floor, fly spots on the heat pump, a sticker on the ranch slider, a dirty hot water cupboard floor, residue in the oven, a bathroom floor requiring mopping, stains on bedroom curtains and dirty bedroom walls, skirting, and wardrobe areas. The Landlord also provided photographs of oil stains on the driveway, floors requiring vacuuming, and overgrown weeds in the garden. An entry inspection report and invoices were produced in support of the claim.
7. The Tenants disputed the cleaning costs, stating they spent four days cleaning the property. They acknowledged that some areas may not have been left in a pristine condition but maintained the property was reasonably clean and tidy. They submitted that the amount charged of $450.00 plus GST was excessive. The Tenants also stated they did not sign or receive a copy of the ingoing inspection report. They advised that the curtains had been cleaned during the tenancy, but the mould could not be removed. The Landlord disputed this and relied submitted the ingoing inspection report had time-stamped photographs.
8. In relation to the gardening, the Tenants submitted that the lawns had previously been maintained and that the Landlord had undertaken work shortly after the tenancy began. For this reason, they questioned the condition of the garden shown in the ingoing report photographs but did not have their own photographs of the gardens at the start of the tenancy to compare. They

advised they attempted to manage the weeds but when the tenancy was ending there was intermittent rain and they were cautious about over-weeding due to a tarpaulin beneath the pebbled areas.

9. In considering the evidence, I find that the Tenants did not leave the property in a reasonably clean and tidy condition. The outstanding cleaning issues were supported by the Landlord's photographs and appeared as if they were oversights. I accept the Tenants cleaned for four days, however the photographs at the end captured some areas they may have accidently missed. If the Tenants were unable to remove mould from the curtains, they should have notified the Landlord during the tenancy. The gardening work claimed by the landlord was also supported by photographic evidence. Whilst the Tenants disputed the condition at the start of the tenancy, they were unable to provide supporting evidence, such as photographs or alternative quotes, to challenge the Landlord's claim.

10. I am satisfied that the amounts claimed by the Landlord for cleaning and gardening have been proved.

Is the tenant responsible for the damage to the premises?

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. The Landlord claimed for damage to the premises during the tenancy, specifically dents and wall patching. Photographs from the outgoing inspection report show three patched areas that were not present at the start of the tenancy. These patches appear uneven and not colour-matched to the surrounding walls. The Landlord also identified additional dents but did not seek compensation for those, submitting that the dent claimed was more than minor.

18. The Tenants disputed liability, stating the damage amounted to minor marks consistent with fair wear and tear. They also referred to the ingoing inspection report being unsigned.

19. In considering the evidence, I find that the patching is clearly visible in the photographs and was not recorded in the ingoing inspection report. I accept that the dent claimed is more than minor and is readily apparent. The Landlord provided an invoice for the repair work, which I consider to be reasonable.

20. The Tenants questioned the reliability of the ingoing inspection report on the basis that it was not signed at the commencement of the tenancy. However, I find that inspection reports are not always signed by both parties, and the absence of a signature does not, in itself, render the report entirely unreliable. In the absence of any evidence from the Tenants to dispute the accuracy of its contents, I place weight on the information recorded in the report.

21. I am satisfied that the damage exceeds fair wear and tear. The Tenants have not provided sufficient evidence to disprove liability. Accordingly, the Landlord's claim for this item is established.

22. The amounts ordered are proved.

23. 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.

24. As the Landlord has been wholly successful with their claims, the Tenants shall reimburse the filing fee.

A Aiolupotea
18 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.