[2026] NZTT 5348627

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited

Landlord

RESPONDENT: Muliaga Tutuila

Tenant

TENANCY ADDRESS: Unit/Flat 2, 474 West Coast Road, Glen Eden, Auckland 0602

ORDER

1. Muliaga Tutuila must pay Barfoot & Thompson Limited $1,070.19 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Carpet Cleaning	$325.00	
Carpet replacement - depreciated	$1,297.19	
Heatpump remote	$20.00	
Filing fee reimbursement	$28.00	
Rent reimbursement (rent overpaid)		$600.00
Total award	**$1,670.19**	**$600.00**
Net award	$1,070.19	
Total payable by Tenant to Landlord	**$1,070.19**	

2. The balance of the claim is dismissed.

Reasons:

1. The landlord attended the hearing.
2. The tenant did not connect to the remote hearing. The tenant was telephoned on the phone number provided but the phone call was answered by a female

who said he was at work. I am satisfied the tenant was properly served with notice of the hearing. The hearing proceeded in his absence.

3. The tenancy commenced on 27 November 2023 and ended on 26 August 2025.
4. The landlord has applied for compensation, payment of the bond, and reimbursement of the filing fee following the end of the tenancy.
5. The landlord had claimed:
    a. Water rates - $5.42
    b. Compensation for water blasting the patio - $115.
    c. Compensation for wall repairs - $1,167.50 + admin fee.
    d. Compensation for cleaning costs - $414.
    e. Compensation for carpet cleaning costs - $325 + admin fee.
    f. Compensation for carpet replacement costs - $1,597.19 + admin fee.
    g. Reimbursement for the cost to replace the heat pump remote - $20.
    h. The filing fee - $28.
    i. Payment of the bond.
6. The landlord advised that they had received payment of the bond which has been used for the cleaning, water blasting, the water rates and a filing fee for a previous application and part of the wall repairs. I have not determined the merit of these claims, except for the wall repairs which I address further below.

Relevant legal considerations

7. The relevant law that applies is found in the Residential Tenancies Act 1986 (RTA).
8. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations. That includes a requirement that the applicant establish their claims on the balance of probabilities. The balance of probabilities means more likely than un-likely, or in mathematical terms, has a fractionally more than 50% likelihood. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely. This obligation carried by the applicant is referred to as the “burden of proof”. Independent witnesses, corroborating documents and photographs are an important part of discharging this burden. As noted by the District Court in *Kaipo v Clarke & McCarthy* [1], in practical terms this means that:

[1] *Kaipo v Clarke & McCarthy* (DC) TT233/02.

… “[L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence.”

9. In deciding any particular claim, I must consider all the evidence presented (including oral evidence during the hearing). I must weigh this evidence to decide what is more likely.

The Law – tenant’s obligations at the end of the tenancy

10. At the end of the tenancy the tenant must remove all his or her goods from the premises and leave the premises (including the land provided with the premises) reasonably clean and tidy. [2]

The Law - Tenants responsibility for damage

11. A tenant must not intentionally or carelessly cause damage or permit any other person to damage the premises.[3]

12. Where a landlord is claiming compensation for damage 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.[4]

13. Fair wear and tear can be described as damage which might reasonably be expected to naturally occur over time, such as the deterioration or gradual wear occurring with everyday use.[5]

14. 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).[6] 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).[7] Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage.[8]

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

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[2] RTA, 40(1)(e).
[3] RTA, s 40 (2)(a).
[4] RTA s 40(2)(a), 41, 49B.
[5] See *Taylor v Webb* [1937] 2KB 283 (CA).
[6] RTA s 49B(3)(a).
[7] RTA, s 49B(3)(b).
[8] RTA s 49B(3A)(a).

applies to anything the tenant does and anything done by a person they are responsible for.[9] 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.[10]

16. In assessing a claim for compensation, I must take 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 must take into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

Admin fee

17. The landlord had claimed a number of "admin fees' in respect of the claims which I consider to not be an actual or reasonable loss. Property managers should contemplate that there will be inconveniences that they have to absorb as part of conducting their business generally.

18. It is to be expected that a landlord will spend some time (or pay someone else) on cleaning, repairs and maintenance work between tenancies. This is part of the business of being a landlord. The time required to arrange these things is a business cost. and is distinct from a tradesperson's invoice for the work actually done (for example the repair). I consider it is not a foreseeable loss that the tenant will be charged for the property managers time managing post tenancy issues.

19. There was also insufficient evidence provided by the landlord to support the claim for the admin fee in any event. Time records to support the claim were not provided nor any detailed explanation in the invoice as to what administration was undertaken. The claims for the admin fees are dismissed for these reasons.

Carpet cleaning and replacement

20. The carpet was stained and required cleaning. Photographs and invoices were provided in support of the claim. Stains could not be removed, and the carpet was replaced. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. The damage is likely largely careless however the landlord said insurance would not cover the damage as one event but separate events, therefore the insurance claim was not made.

21. The amount ordered for the carpet cleaning is **$325.**

22. The landlord said the carpet was new at the commencement of the tenancy (November 2023). It was therefore nearly 2 years old at the end of this tenancy. IR265 general depreciation rates provides that carpet has an estimated useful

[9] RTA s 49B(1).
[10] See *Guo v Korck* [2019] NZHC 1541.

lifespan of 8 years. The amount ordered for the carpet replacement is **$1,297.19**. which reflects betterment and depreciation.

23. The admin fees related to these claims are dismissed for the reasons set out above.

24. The amounts ordered are proved.

Heat pump

25. The heat pump screen was damaged during the tenancy. A post-tenancy photograph of the heat pump remote and an invoice was provided in support of the claim. **$20** is ordered for the heat pump remote. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. The amounts ordered are proved.

Wall repairs

26. I decline to award the wall repair compensation claimed of $46.70 as this relates to the landlord's admin fee only. The actual wall repair fee was paid for with the bond.

Rent credit

27. The landlord holds a **$600** rent credit for overpaid rent which I have deducted from the amounts ordered.

Filing Fee

28. Because the landlord has been partly successful in their claim, I have ordered that the tenant reimburse the filing fee.[11]

Suppression

29. The landlord did not seek name suppression.

THE SEAL OF THE TENANCY TRIBUNAL

N Bradley
24 April 2026

[11] RTA, s 102.

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.