[2026] NZTT 5440249

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Manjinder singh

Tenant

TENANCY ADDRESS: 79 Te Aparangi Road, Papakura, Papakura 2110

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Manjinder singh must pay [The landlord/s] $2,985.05 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears	$1,097.14	
Water rates	$86.91	
Carpet Cleaning	$253.00	
Repairs: Wall painting and repairs	$600.00	
Lock/key replacement	$230.00	
Repairs: Floor	$690.00	
Filing fee reimbursement	$28.00	
Total award	**$2,985.05**	
Total payable by Tenant to Landlord	**$2,985.05**	

Reasons:

1. Only the landlord attended the hearing held on the 30 April 2026.

2. On the 16 December 2025 the Tribunal made an order terminating the tenancy and awarding rent arrears and water rates to the 16 December 2025 together with the filing fee.
3. I asked the landlord to confirm if they wanted that order incorporated into this order for enforcement purposes and gave her some time to confirm. However, as the tribunal has not heard from the landlord on this point, I have proceeded with determining the claims solely under this application.
4. The tenants did not leave the property until the 4 January 2026.
5. The landlord seeks:
    a. Rent from 17 December to 4 January 2026. $1097.14
    b. Water rates from 17 December to 4 January 2026. $86.91
    c. The cost of carpet cleaning of $253.00
    d. The cost of repairs and wall painting of $690.00
    e. Lock change $230.00
    f. The cost of repairs to the floor $690.00
    g. The filing fee.

Rent

6. If a tenant remains in the property after the tenancy ends, then they are liable to pay rent for the period they are in occupation (see s 60 RTA). I am satisfied that the tenants occupied the property from 17 December to 4 January 2026 and I award rent for that period.

Water

7. I am also satisfied that the tenant is liable for the water rates for the period. The landlord provided a copy of the water rates invoice.
8. Tenants must leave the property reasonably clean and tidy at the end of the tenancy.[1]

Carpet cleaning

9. The landlord is seeking the costs of cleaning the carpet. The landlord produced photographs showing the condition of the carpets at the end of the tenancy. The carpets are stained, particularly in the bedroom and stairs. The stains are not present in the move in photographs. I am satisfied that the tenant did not leave the carpets in a reasonably clean condition and award the landlord the cost of carpet cleaning.

[1] Section 40(1)(e) RTA

Keys

10. Tenants must also return all keys that they have been provided with. The landlord says that the tenants returned some keys but not the keys to the 2 bedrooms. The landlord says it had to have the locks changed as a result of the tenants failing to return the keys.

Damage to walls and floor

11. Tenants are liable for damage that is caused carelessly or intentionally.[2]

12. The landlord seeks the costs of repairing the walls and repainting the walls and for repairing scratches on the floor. The landlord provided ingoing inspection reports and photographs of the property taken at the end of the tenancy. The landlord tells me that she inspected the property every six months of the almost three-year tenancy and did not notice any damage. However, at the end of the tenancy, there was quite a lot of damage to walls in almost every room. The damage included large gouges on the walls in the kitchen, writing on walls in the bedrooms, holes in the bedroom walls, holes in the lounge walls where the tenant had hung hooks and scrape marks and gouges on walls that appeared in excess of the usual wear and tear for a tenancy of this length.

13. I am satisfied that the tenant damaged the walls in the property and that the landlord had to repair them and repaint them. The amount charged for this work is reasonable, but I have deducted a small amount for depreciation and betterment.

14. The wooden laminate floors were heavily scratched in the lounge and kitchen, the landlord suspected that the floor in the kitchen was damaged when the fridge was removed. There was also a sticker on the floor that had to be removed.

15. I am satisfied that this damage occurred during the tenancy as the scratches were not in the move in photographs and is more than fair wear and tear because this type of floor is heavy wearing and hard to scratch. The tenant is responsible for the damage. The landlord provided an invoice showing that the floors had been repaired and the amount is awarded.

Filing fee.

16. As the landlord has been successful in its claims, I award the landlord the filing fee and grant name suppression as requested.

T Prowse
01 May 2026

[2] Section 40(2) RTA.

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.