[2026] NZTT 5448948

TENANCY TRIBUNAL AT PUKEKOHE | TE TARAIPIUNARA RETIHANGA KI PUKEKOHE

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: Melanie Ann Angell

Tenant

TENANCY ADDRESS: 47B Paerata Road, Pukekohe, Pukekohe 2120

ORDER

1. Melanie Ann Angell must pay Kāinga Ora–Homes And Communities $6,612.39 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears to 13 March 2023	$3,242.00	
Cleaning	$561.78	
Rubbish removal	$2,063.46	
Lawns and Garden work	$156.25	
Repairs	$546.90	
Lock/key replacement: prior to tenancy ending	$42.00	
Total award	**$6,612.39**	
Total payable by Tenant to Landlord	**$6,612.39**	

Reasons:

1. This hearing was held by video today. Only the landlord attended. The tenant was called on the two numbers held by the landlord for her. Neither call was answered.

2. This claim relates to a tenancy that ended in March 2023. The landlord did not file its claim until February this year, almost three years later.
3. Any claim for compensation arising for breach of the tenancy agreement can be made within six years of the breach, therefore the landlord is entitled to make the claim.
4. I am satisfied that the tenant has been served at her new address which the landlord provided the Tribunal with.
5. The landlord has applied for rent arrears, compensation for repairs, cleaning, rubbish removal and lawns, following the end of the tenancy.

How much is owed for rent?

6. The tenancy ended on 13 March 2023. The landlord provided rent records, which prove the amount owing at the end of the tenancy. After the tenancy ended the landlord applied the bond of $222 towards the amount owed by the tenant. The amount recorded here is the rent owing less the bond.

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

7. 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.
8. The landlord provided the Tribunal with both an ingoing pre-tenancy inspection and a vacate inspection completed on the 14 March 2023. The inspection reports show the condition of the property both before the tenancy and after.
9. The vacate inspection report shows tenant did not leave the premises reasonably clean and tidy, the lawns were not mown and the grass was very high, the tenant left a considerable amount of rubbish in and around the property.
10. The landlord had its contractors do this work and the tenant is liable for the amounts paid as I consider them reasonable.
11. In April 2022 the tenant lost her keys and asked for a lock change. The amount of $42.00 is still owed for that lock change.
12. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

13. 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.

14. The following damage was caused during the tenancy: Holes and slash marks in the walls, doors removed from the hinges and large holes in the doors. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

15. The amounts ordered are proved.

16. 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.

T Prowse
05 May 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.