[2026] NZTT 5437171

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Barfoot & Thompson Limited as Agent for Rupert Investments Limited Landlord
RESPONDENT:	Hayden Marychurch Tenant
TENANCY ADDRESS:	37A Leonard Road, Mount Wellington, Auckland 1060

ORDER

1. Hayden Marychurch must pay Barfoot & Thompson Limited as Agent For Rupert Investments Limited **$6,387.12** immediately, calculated below.

Description	**Landlord**	**Tenant**
Rent arrears to 11 March 2026	$2,230.57	
Water rates	$403.03	
Window repairs	$167.97	
Replace doors	$920.00	
Lock/key replacement	$249.55	
Rubbish removal	$2,811.00	
Cleaning	$897.00	
Filing fee reimbursement	$28.00	
Total award	**$7,707.12**	
Minus Bond	- $1,320.00	
Total payable by Tenant to Landlord	**$6,387.12**	

Reasons:

1. Both parties attended the hearing by teleconference.
2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent and water rates?

3. The tenancy ended on 11 March 2026. The landlord provided rent records and water rates invoices which prove the amount owing at the end of the tenancy.

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

4. At the end of the tenancy a 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.
5. The landlord confirms that Mr Marychurch has been a very good tenant for almost all of what has been a nearly 13 year tenancy. He has recently had some very difficult family circumstances to contend with and has spent a lot less time at the premises, with his boarders living there. He is responsible for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.
6. Exit inspection photographs provided by the landlord prove that the tenant did not leave the premises reasonably clean and tidy. The house had been emptied and vacuumed but many of the surfaces were quite dirty. A very large quantity of rubbish was left.
7. The amounts claimed as compensation by the landlord are proved by the ion voices provided.
8. Mr Marychurch is correct that those charges, especially for rubbish removal, are very high. However that is the loss incurred by the landlord and the contractor's invoice shows that a 9m^3 skip had to be hired, filled and dumped. Along with a lot of tyres.
9. The landlord is entitled to be compensated for those costs.
10. The tenant did not return all the keys provided, The landlord is entitled to be compensated for e the cost of the locksmiths visit, as proved by the invoice provided.

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.

12. The exit inspection photos show that damage was caused during the tenancy:
    a. four doors were broken and needed to be replaced,
    b. a window needed reglazing.
13. The amounts claimed by the landlord as compensation are proved by the invoices provided.
14. The tenant objects to some of those costs saying that insufficient maintenance was done to the premises during the tenancy, despite his requests and telling the landlord about repairs that were needed.
15. Today's hearing was only to consider claims by the landlord about obligations owed by the tenant that he did not met.
16. This Order is not a finding that the landlord met all of its obligations or that Mr Marychurch has no valid claims. However, if there are claims he wants considered he will need to file an application in the usual way so the landlord has fair chance to respond.
17. Because Barfoot & Thompson Limited as Agent for Rupert Investments Limited has succeeded with the claim I must reimburse the filing fee.

B King
11 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.