[2026] NZTT 5439952

TENANCY TRIBUNAL AT GISBORNE | TE TARAIPIUNARA RETIHANGA KI TŪRANGANUI-A-KIWA

APPLICANT: Home Rentals 2025 Ltd as the agent for Gerard & Janine Mcdiarmid

Landlord

RESPONDENT: Ngahemo Wells

Tenant

TENANCY ADDRESS: 41 MacDonald Street, Te Hapara, Gisborne 4010

ORDER

1. Ngahemo Wells to pay Home Rentals 2025 Ltd as the agent for Gerard & Janine Mcdiarmid the sum of $1,618.30, calculated as shown in table below:

Rent arrears as of 12 January 2026	$1,100.00
Cleaning costs	
Cleaning	$362.25
Lawn mowing	$30.00
Carpet cleaning	$171.73
Damage	
Wall hole repairs	$1,540.00
Glass repair ranch slider	$454.93
Firebox repair	$241.50
Warmer drawer repair	$211.30
Light switch repair	$120.75
Security door repair	$95.00
Toilet seat replacement	$62.84
Tribunal filing fee	$28.00
Minus bond	$-2,800.00

Total amount payable by tenant	**$1,618.30**

2. The Bond Centre is to release the bond of $2,800.00 (6237079-011), to Home Rentals 2025 Ltd as the agent for Gerard & Janine Mcdiarmid, immediately.

REASONS

1. The Tribunal must consider an application filed by the landlord against the tenant. The Tenancy has ended, the landlord now seeks various orders, including rent arrears, cleaning costs, and damage repair cost.

2. Only the landlord appeared at the hearing in Gisborne today. I am satisfied that the tenant has been properly notified of the hearing, and note that prior to the hearing, the tenant contacted the Tribunal to advise she was out of Gisborne. No grounds were presented which were sufficient to adjourn today's proceeding, so it has proceeded in the tenant's absence.

3. I note that the tenant advised in her communication that she agreed if the hearing was to proceed, that the bond could be released to the landlord to cover damage. It is not clear to me whether the tenant was agreeing to all of the landlord's claims.

BACKGROUND

4. The tenancy agreement has been provided, recording that the tenancy started on 6 August 2024. Ngahemo Wells is the sole tenant.

5. The landlord has provided the pre-tenancy inspection report, and also some pre-Tenancy photographs, which show in my assessment, a careful inspection of the premises before the tenancy started.

6. The landlord reports that the tenant gave notice ending the tenancy, and possession was returned to the landlord on 12 January 2026. The landlord further says that there were a range of issues with the tenancy when it was returned, and those are the subject of this claim before the Tribunal today.

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.

9. That includes a requirement that the party bringing the claim (the applicant), establish their claims "on the balance of probabilities". The balance of probabilities means more likely than unlikely, 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.

10. It is the applicant that must prove their case. As noted by the District Court in Kaipo v Clarke & McCarthy (DC) TT233/02, in practical terms this means that:

> … [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.

ANALYSIS

11. There are broadly, three categories of claim from the landlord, those relate to rent arrears, cleaning, and damage repair costs. I will consider the claims under those headings.

Claim 1- Rent arrears

12. The landlord seeks rent arrears to 12 January 2026, the day the tenant returned possession of the premises to the landlord.

13. The landlord has presented a rent ledger showing the rent arrears as of that day to be $1,100.00. I have no reason to believe that the ledger is incorrect.

14. This claim is established and ordered in full.

Claim 2 - Cleaning

15. The Residential Tenancies Act 1986 (RTA) requires that the landlord provide the premises to the tenant at the start of the tenancy in a reasonable state of cleanliness, and there is an equivalent obligation on the tenant to return the premises:

> …in a reasonably clean and reasonably tidy condition, and remove or arrange for the removal from the premises of all rubbish.

16. It is important to note that the RTA does not require the premises to be provided/returned in an immaculate condition, only in a reasonably clean and tidy state. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean.

17. The landlord states that the premises were very dirty when the tenant left the premises, there was food in the oven, cupboards were marked, there was damage to walls that needed cleaning. The photographs presented would be consistent with the landlord's description. I find the cleaning claim is established in full, the invoiced amount being $362.25.

18. In terms of the carpets, the landlord states they were stained with a strong odour. I accept that evidence. The landlord's carpet cleaning claim of $171.73 seems reasonable and is ordered in full.

19. I accept that the gardens were not returned reasonably tidy, so the tenant is liable for the gardening cost of $30.00.

Claim 3 – Damage repairs

20. With any compensation claim, to receive an order the party must incur a loss. In short, the compensation is intended as best money can do, to compensate for the actual loss incurred.

21. Where a landlord claims compensation for damage caused by a tenant, the landlord must first prove the damage is more than fair wear and tear, and that it occurred during the tenancy. 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.

22. Where the damage is caused carelessly, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent.

23. 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.

24. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional when a person does something, or allows a situation to continue, knowing that damage is a certainty. See the High Court decision of *Guo v Korck* [2019] NZHC 1541.

25. The landlord claims $1,540.00 for repairs to internal walls. The photographs support wide-ranging holes in the walls. Some of this damage was hidden behind furniture not seen by the landlord during inspections. Because of the widespread wall repairs, the landlord needed to repaint the walls where the repairs were made. Given the extent of the holes and the nature of the damage, I consider it very likely that the damage was caused intentionally. That being the case, and as this is more than fair wear and tear, the tenant is liable for the full repair cost.

26. The landlord claims costs to reglaze an exterior ranch slider door. The glass was broken at the end of the tenancy, but not broken at the start. I accept that this damage occurred during the tenancy and is beyond fair wear and tear. The tenant has not established that this damage is careless or intentional, so is liable for the full cost, being $454.93.

27. The landlord describes broken glass to the firebox, not broken at the start of the tenancy. The landlord referred to a text message from the tenant about the broken glass, where the damage was described with the words “He did it”. Again I accept this damage occurred during the tenancy, was not fair wear and tear, so I find the tenant liable for the door replacement cost of $241.50.

28. The landlord states that the oven warmer drawer was broken, the front panel came away when the door was opened, and inside the hinges were cracked. The landlord states the oven was new at the start of the tenancy. It seems likely this damage occurred during the tenancy; it is not fair wear and tear, and the tenant has not disproven liability. This claim is ordered in full, being a repair cost of $211.30.

29. The landlord states the lounge light switch appeared to have been pushed in, and broken. The invoice from the electrician records that a switch was replaced at a cost of $120.75. I accept this damage occurred during the tenancy, it was not fair wear and tear, the tenant has not established that the damage was anything other than careless or intentional damage.

30. The landlord states the security door was hanging from its hinges as if it had been pulled off. The repair required the rivets to be drilled out and replaced. The invoiced cost is $95.00. I accept this damage occurred during the tenancy, and is most probably careless or intentional damage. The tenant is liable for this repair cost.

31. The landlord states that the screws in the toilet seat had been removed, and the seat was cracked. Because the screws were not returned, and given the damage, the seat was replaced. The landlord has produced an invoice from Bunnings for $62.84. I accept this damage occurred during the tenancy, and is likely to be careless or intentional damage. This claim is established in full.

FILING FEE

32. Because the applicant has been wholly successful in their application, I must award the filing paid to commence the proceeding in the Tribunal.

R Woodhouse
14 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.