[2026] NZTT 5455593

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Barfoot & Thompson Limited

Landlord

RESPONDENT: Wiremu Rewha, Ashley Mockford

Tenant

TENANCY ADDRESS: 316F Ostrich Farm Road, Pukekohe, RD 4, Pukekohe 2679

ORDER

1. Wiremu Rewha and Ashley Mockford must pay Barfoot & Thompson Limited $874.96 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,200.00 (BN00146043) to Barfoot & Thompson Limited immediately.

Description	Landlord	Tenant
Rent arrears to 30 March 2026	$702.29	
Carpet Cleaning	$333.50	
Replace carpet in lounge/dining and bedroom	$1,100.00	
Window repairs	$471.17	
Electrical fittings replacement/repair: AC remote	$140.00	
Carpet cleaning	$200.00	
Repair wallpaper	$100.00	
Filing fee reimbursement	$28.00	
Total award	**$3,074.96**	
Bond	$2,200.00	
Total payable by Tenant to Landlord	**$874.96**	

Reasons:

1. Both parties attended the hearing which was held by video conference. Ms Melville represented the landlord.

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?

3. The tenancy ended on 30 March 2026. The tenant questioned the accuracy of this date, but accepted the dispute amounted to very little and conceded the issue. The landlord provided rent records which prove the amount owing at the end of the tenancy was $702.29. The tenant did not dispute this amount.
4. The claim and amount ordered are proved.

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

5. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, 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.
6. The landlord said that at the end of the tenancy the carpet needed cleaning and the air conditioning remote was not returned. The landlord is also making a claim to replace parts of the carpet that were badly stained. I address this later in this order.
7. The landlord is claiming $333.50 for cleaning the carpet and $140.00 to replace the remote.
8. The landlord said the carpets were approximately two years old at the start of the tenancy.
9. The tenant said she accepted the carpet got dirty during the tenancy but she made an effort at the end of the tenancy to clean them.
10. The tenant said she had the air conditioning remote in her car and had been meaning to return it to the landlord.
11. When I look at the photographs from the Ingoing Inspection and compare them with the End of Tenancy photographs, I can see the carpet is much dirtier at the end of the tenancy than at the start. I take into consideration the carpets were not new at the start of the tenancy and had some light staining in some areas. I determine the carpets were not reasonable clean at the end of the tenancy.
12. These claims and the amount 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. 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). See section 49B(3)(a) RTA.
15. 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). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.
16. 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. See section 49B(1) RTA.
17. 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 or near certainty. See *Guo v Korck* [2019] NZHC 1541.
18. The landlord is seeking compensation for the following damage to the premises:
    a. Replace carpets with heavy staining in the lounge, the hall and one bedroom,
    b. Two broken windows,
    c. Replace a kitchen cupboard door,
    d. Replace torn wallpaper.
19. The landlord said the carpet was heavily damaged by red soda drink stains in the lounge, hallway and one bedroom.
20. The tenant did not dispute the stains in the lounge and one bedroom, but she did dispute staining in the hallway carpet.
21. When I look at the photographs, I do not see heavy staining in the hallway carpet.
22. The claim for damage to the carpet in the bedroom and the lounge are proved. Damage to the carpet in the hallway is not proved.
23. I consider it is reasonably foreseeable that young children will spill drinks. Tenants are responsible for the actions of other people on the premises with their consent and this includes their children. If a tenant knows something is likely to happen and fails to take steps to prevent it happening, this goes beyond

carelessness and becomes intentional. This is the case in this claim: An adult tenant can anticipate that a child will spill a drink, and not taking steps to prevent it happening amounts to intention. In this case the consequences have been large unsightly stains on the carpet.

24. The landlord provided a quote to replace the carpet throughout the house for $5,474.00. The landlord couldn't say how many square metres that covered, but they did say the house was about 90 square metres.

25. A modest lounge and dining room is approximately 25 square metres. A good sized bedroom is approximately 12 square metres. These are estimations only. Added together this amounts to 37 square metres. If I divide $5,474.00 by 90 I get a cost per square metre for the carpet. If I then multiply this by 37 I get the cost to replace the carpet in the two rooms with proven damage. This is $2,250.00. If I multiply this by 0.75 to account for depreciation of a two year old carpet, I get $1,687.00.

26. The landlord is seeking $550.00 insurance excess for each room. This amounts to $1,100.00 for the two rooms with proved damage. $1,100.00 is considerably less than the $1,687.00 approximate residual value of the carpet that I have calculated.

27. The amount of $1,100.00 being the lesser amount, is proved.

28. The landlord is claiming $471.17 for two broken windows.

29. The tenant accepts responsibility for breaking one window. The other she says happened because she had to force the window closed due to it being very tight.

30. I determine that forcing a window closed in the circumstances described by the tenant, amounts to carelessness. This claim is proved.

31. The landlord is claiming $200.00 to replace a kitchen cupboard door.

32. The tenant said the door was old and loose so she took it off. It was then inadvertently thrown out.

33. I determine this amounts to more than fair wear and tear; it amounts to intentional damage. The claim is proved.

34. The landlord is claiming $150.00 to replace wallpaper that was torn during the tenancy.

35. The tenant said the wallpaper was old and coming away from the wall in places. She said her children then pulled at the wallpaper and tore it.

36. The landlord said the wallpaper was approximately 10 years old. The tenant said the wallpaper was much older than that.

37. The photographs show the house to be an old house in fairly run down condition at the start of the tenancy. Many of the fittings look original. From the

photographs I believe the wallpaper is more than 40 years old. This is far beyond the expected life span for paint or decoration in a rental premises.

38. However, the wallpaper was still serviceable and in damaging it, the tenant has caused loss to the landlord. I consider the landlord should be compensated for this nominal loss. The amount I consider to be reasonable is $100.00.

39. This claim is proved.

40. 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.

41. Because Barfoot & Thompson Limited has substantially succeeded with the claim I have reimbursed the filing fee.

C Lamdin
20 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.