[2026] NZTT 5398228

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: The Rent Shop Limited As Agent For Ian Tay

Landlord

RESPONDENT: Kahutianui Karanga

Tenant

TENANCY ADDRESS: 10 Igloo Place, Red Hill, Papakura 2110

ORDER

1. Kahutianui Karanga must pay The Rent Shop Limited as agent for Ian Tay $5,224.69 immediately, calculated as shown in table below.

Description	**Landlord**
Lawns and Garden work	$79.35
Repairs: holes in walls	$1,707.75
Repairs: carpet	$2,000.00
Filing fee reimbursement	$28.00
Cleaning	$1,150.00
Replace furnishings	$200.00
Rubbish removal	$490.00
Total award	**$5,655.10**
Total payable by Tenant to Landlord	**$5,655.10**

Reasons:

1. Only the landlord attended the hearing.
2. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.

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

3. 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.
4. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish. The lawns needed a mow as well.
5. Photographs provided to me show the tenancy was left in a filthy condition, with rubbish and unwanted belongings strewn everywhere.
6. The landlord said their cleaner contacted them after arriving at the site to express concern about the condition of the property, especially given the number of holes that appeared to have been punched through the walls.
7. The amounts ordered are proven.

Damage to the premises at the end of the tenancy

8. The rest of the claim concerns damage to the property at the end of the tenancy.
9. A tenant must not carelessly or intentionally damage the premises.
10. To recover compensation for damage to the premises a landlord must prove that the damage occurred during the tenancy and is more than fair wear and tear.[1] 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.
11. 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).
12. Where the damage is careless and is not covered by the landlord's insurance, the tenant liability is limited to four weeks' rent (or market rent).
13. 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.

[1] Fair wear and tear has been defined as the deterioration of premises due to both reasonable use and ordinary operation of natural forces, reasonable conduct on the part of the tenant being assumed. The amount of damage is not relevant. See discussion in *Accessible Properties New Zealand Ltd v McKeefry* [2019] NZTT 4114629, 4169403

14. 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.

15. If an item is damaged during the tenancy by the tenant and is replaced, I must consider 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 must take into account the age and condition of the item at the start of the tenancy and its likely useful lifespan.

The carpets

16. The landlord claims the carpets all need to be replaced. There were stains caused by a dog, and multiple stains of a slime product which could not be removed.

17. This damage was covered by the landlord's insurance and a claim was made however an excess applied to the stains in every room. The insurer would not accept this as one claim.

18. The amount claimed is $3250.

19. No information was given to me as to how old the existing carpet was but the landlord claims it to have been in good condition and that it should have continued to last for a longer period. That said this was a four year tenancy and wear and tear would be expected during that time frame.

20. I am satisfied that the damage to the carpet was caused during the tenancy, is more than fair wear and tear and the tenant has not disproved liability for the damage, which I consider to have been caused carelessly.

21. I need to take into account betterment and depreciation. I have no starting point to apply depreciation. The carpet has apparently all been replaced but I am not told how much the actual replacement cost was.

22. I consider $2000 to be a suitable sum to order by way of compensation, taking into account the life span generally of carpet and any betterment.

The holes in the walls

23. The evidence establishes there were multiple holes to the walls in many of the rooms.

24. The repair cost was $1707.75.

25. There was no insurance available for this damage.

26. I am satisfied on the evidence that the damage to the walls was caused during the tenancy, is more than fair wear and tear, and the tenant has not disproved liability for the damage which I find must have been caused deliberately.

27. I consider the amount insured to repair the damage to be reasonable.

28. The amount ordered is proven.

The curtains

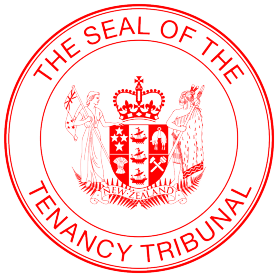
29. The landlord claims the sum of $838.93, being the cost of replacing all the curtains.

30. The evidence establishes that some of the curtains were either damaged or removed, most likely, deliberately.

31. There is no evidence as to how old the curtains were at the outset of the tenancy.

32. I am allowing only $200 for the curtain replacement. I cannot award the full amount because I need to take into account existing wear and tear, the black of evidence as to the age of the curtains at the outside, and betterment.

33. Because The Rent Shop Limited As Agent For Ian Tay has succeeded with the claim I must reimburse the filing fee.



D Watson
27 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.