[2026] NZTT 5458609

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Matthew Dean Fletcher

Landlord

RESPONDENT: Gillian Pollock

Tenant

TENANCY ADDRESS: 2136 Waihue Road, Mamaranui, RD 2, Dargaville 0372

ORDER

1. Gillian Pollock is to pay Matthew Dean Fletcher $1,937.75 from the bond, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Rent arrears to 16.2.2026	$1,114.29	
Lawns and garden work	$250.00	
Drain waste	$45.46	
Carpet	$500.00	
Filing fee reimbursement	$28.00	
Total award	**$1,937.75**	
Bond	$1,937.75	$662.25

2. The Bond Centre is to pay the bond of $2,600.00 (BN-00137377) immediately apportioned as follows:

Matthew Dean Fletcher: $1,937.75

Gillian Pollock: $662.25

Reasons:

1. The Tribunal must consider an application filed by the landlord.
2. Both parties attended the hearing, which was conducted by video/teleconference. Ms Healy, the landlord's mother and representative, also attended.
3. The name of the applicant/landlord is amended, as above, from 'Mackys Real Estate as agent for Matthew Dean Fletcher,' to the landlord/owner, Matthew Dean Fletcher. Ms Healy explained at the hearing that she had completed the application on behalf of Mr Fletcher. Mackys Real Estate, the previous property management company, has been recorded in error as the agent acting on behalf of Mr Fletcher. Mr Fletcher is clear in his evidence that Mackys Real Estate no longer acts for him. After the hearing, the landlord provided evidence to show that the application was filed by Ms Healy on behalf of Mr Fletcher, who will be referred to as the landlord in this order.
4. This tenancy began on 28 August 2025 and ended on 16 February 2026.
5. The landlord has applied for rent arrears, compensation, payment from the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent?

6. The landlord provided rent records showing rent from the start of the tenancy to the end. The landlord claims rent arrears of $1,114.29 and confirmed that its records were correct. The tenant accepts that she was in arrears, but says she was confused about the rent summary, and believed she was in arrears by one week (rather than almost two weeks). She agreed that the arrears could be taken from the bond.
7. In the absence of persuasive evidence from the tenant, I find the landlord has established the rent arrears sought, which is awarded above.

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

8. 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) of the Residential Tenancies Act 1986 (the RTA).
9. The landlord claims for lawnmowing/gardening, locksmith's charges, and a missing shower drain waste. The landlord has produced evidence, including photographs showing the condition of the premises. This evidence establishes that the lawns had become overgrown and needed mowing, and there was further gardening work required. The tenant agrees that the lawns and garden needed

work at the end of the tenancy, but does not accept the amount of $336.00 claimed by the landlord.

10. Taking into account the evidence provided, it is accepted that lawnmowing and gardening work was required at the end of the tenancy. Noting that the invoice/statement provided by the landlord included time spent on other work at the property (which are not claimed), $250.00 is considered reasonable compensation for lawnmowing and gardening.

11. The landlord claims $460.00 for the cost of changing the locks, stating that the key for the garage and ranch slider were not returned. The property manager informed them that she only had her set of keys. However, it is the tenant's evidence that she returned all the keys. She said that when she left, she locked the house and left the keys inside the property, on the shelf.

12. In the circumstances, it seems there has been some miscommunication about the location of the keys. I accept the tenant left them at the property. The landlord was unsure whether the locksmith's costs ought to be claimed from the tenant. I find that the tenant is not liable, and therefore, it is dismissed.

13. The shower drain cap was missing at the end of the tenancy and had to be replaced. Although the tenant believes it was left at the property, it should have been placed in the shower when the tenancy ended. Therefore, the tenant will be liable for it, and the amount sought of $45.46 is awarded above.

Compensation for damage

Legal framework

14. The landlord claims compensation for damage. To be successful, 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 of the RTA.

15. 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) of the RTA.

16. 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) of the 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) of the RTA.

17. 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) of the RTA.

18. 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. See *Guo v Korck* [2019] NZHC 1541.

19. When determining the quantum of compensation, betterment and depreciation must be taken into account. Applying the principle of betterment, 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, the age and condition of the items at the start of the tenancy and their likely useful lifespan must be considered.

Carpet

20. The landlord claims $1,510.00 for replacement of the lounge carpet. The landlord states replacement was required because of dog urine on the carpet, noting there was a strong odour, as recorded in the property manager's report. The relevant invoices have been provided, noting two separate invoices were issued. The landlord states that only one dog was allowed under the tenancy agreement, but the tenant kept many puppies in the house. Insurance was approached, but they declined the claim, because it was animal-related damage. The carpet was around 7 to 8 years old.

21. The tenant acknowledges keeping puppies on the premises. There were altogether 8 puppies. She does not accept that there was urine in the carpet.

22. While acknowledging the tenant's evidence, overall, from the photographic, oral and documentary evidence produced by the landlord, I am satisfied that the carpet damage, from dog urine, was caused during the tenancy. This damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

23. Having considered the evidence produced by the landlord, I find that, due to the extent of the damage, the tenant is liable for replacement of the carpet. As the carpet was 7 - 8 years old, the amount awarded is reduced, and the landlord is awarded the depreciated amount of $500.00.

Filing fee and name suppression

24. Because the landlord has been substantially successful, the tenant is to pay the landlord's filing fee.

25. Neither party seeks name suppression.

V Pasupati
23 June 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.