TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Renee Phillips

Tenant

TENANCY ADDRESS: Unit/Flat 3, 4 Wynyard Street, Bell Block, New Plymouth 4312

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Renee Phillips must pay [The landlord/s] $791.59 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $1,720.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Description	**Landlord**	**Tenant**
Rent arrears to 3 December 2026	$1,735.71	
Costs incurred to end fixed-term tenancy early	$672.88	
Repairs: Door	$75.00	
Filing fee reimbursement	$28.00	
Total award	**$2,511.59**	
Bond	$1,720.00	
Total payable by Tenant to Landlord	**$791.59**	

Reasons:

1. The landlord attended the hearing on 3 June 2026. The tenant did not attend.
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.
3. As the applicant, the landlord must prove their claim to the civil law standard of proof, on the balance of probabilities.

How much does the tenant owe in rent arrears?

4. The tenancy ended on 3 December 2025. The landlord submitted a rent summary, which proves the tenant owes $1,735.71 in rent arrears up to this date.

Should the tenant pay the landlord $672.88 for the costs reasonably incurred in ending the fixed-term tenancy early?

The law

5. A landlord who consents to the early termination of a fixed-term tenancy is entitled to recover from the outgoing tenant any expenses reasonably incurred by the landlord in respect of the termination.[1]
6. Where a landlord seeks to recover such expenses, they must first provide the tenant with an itemised account of the expenses.[2]

Analysis

7. This was a fixed-term tenancy that was meant to end on 26 January 2026. The tenant requested to end the tenancy early and the landlord agreed.
8. The landlord submitted an invoice for $672.88 to cover the costs associated with ending the fixed-term tenancy early such as, advertising the premises and vetting new tenants. The landlord submitted an email sent to the tenant on 4 December 2025, providing them with an itemised account.
9. The landlord is entitled to recover $672.88 from the tenant for the costs incurred in ending the fixed-term tenancy early. Their claim for compensation is granted for this amount.

[1] Residential Tenancies Act 1986, section 44A(1).
[2] Residential Tenancies Act 1986, section 44A(2).

Is the tenant responsible for damage that occurred to the premises during the tenancy?

The law

10. 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.[3]

11. 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.[4]

Analysis

12. The landlord submitted photographs of the lounge/bedroom door at the beginning of the tenancy. There are no marks or dents in the mid-upper part of the door. In contrast, photographs taken at the end of the tenancy show a small dent to the middle of the door, towards the mid-upper region. On the balance of probabilities, I find the dent occurred during the tenancy. The damage exceeds fair wear and tear, and the tenant has not disproved liability.

13. The landlord has not had the door fixed yet but submitted a quote for $275.00. The damage is small, which leads me to believe the landlord may not proceed with repairs. Considering the size of the damage and the fact the landlord has not actually had the repair work completed yet, I choose to order compensation for an amount most likely equivalent to the diminution in value. Considering the size of the damage, which is relatively small, I find $75.00 to be reasonable.

14. The landlord's claim for compensation is granted for $75.00.

Filing fee & name suppression

15. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee. For the same reason, I must grant their request for name suppression.

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[3] Residential Tenancies Act 1986, sections 40(2)(a), 41 and 49B.
[4] See discussion in *Accessible Properties New Zealand Ltd v McKeefry* [2019] NZTT 4114629, 4169403.

03 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.