**[2026] NZTT 5481792**

**TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA**

APPLICANT: [The applicant/s]

Tenant

RESPONDENT: [The respondent/s]

Landlord

TENANCY ADDRESS: 110 Ormond Road, Whataupoko, Gisborne 4010

## ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of both parties' names and identifying details.
2. The application for reimbursement of carpet cleaning costs is dismissed.

**Reasons:**

1. Both parties attended the hearing.
2. The tenant has applied for a refund of a deduction made from his bond for carpet cleaning and stain removal treatment at the end of the tenancy. He considers the carpets were left in a reasonable condition and that the stains were fair wear and tear.
3. The landlord believes the tenant has breached the obligation to leave the carpets in a reasonably clean and tidy condition at the end of the tenancy, was advised he would be liable for the cost and that the deduction was fair and reasonable and the application should be dismissed.

*Did the tenant comply with his obligation to leave the carpets in a reasonably clean and tidy condition at the end of the tenancy?*

4. At the end of the tenancy the tenant must leave the premises including the carpets in a reasonably clean and tidy condition. See section 40(1)(e)(iii) Residential Tenancies Act 1986.
5. The carpets were brand new at the beginning of the tenancy. I am satisfied the dining room carpet and carpet in one of the bedrooms was stained at the end of the tenancy and it was therefore reasonable for the landlord to have the carpets professionally cleaned and the stains professionally treated.
6. The carpet cleaner explanation about why the carpets needed both cleaning and stain removal treatment is accepted.
7. While the cost is reasonably high, I am satisfied that it was actually incurred to remedy the breach, and not satisfied that it should be reduced as the landlord has failed to mitigate (or ensure the cost is reasonable).
8. I am also satisfied that the landlord explained to the tenant at the final inspection that it was likely a bond deduction would be made for carpet cleaning (but that the owner would be consulted before this was finalised). No estoppel issue arises which would prevent the landlord making the claim. The staining is evident on the photographs, occurred during the tenancy and is more than fair wear and tear, in my assessment.
9. I have approved name suppression for both parties as I consider it was reasonable for the tenant to bring the claim in the circumstances and there is negligible public interest in publishing either parties names.

J Maher
05 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.

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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.