TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Damien Mark McNeilly

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

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. Damien Mark McNeilly must pay [The landlord/s] $315.52 immediately, calculated as shown in table below:

Description	Landlord	Tenant
Rent arrears to 6 February 2026	$1,393.00	
Cleaning	$448.50	
Water rates	$873.52	
Repairs: waste master unit	$172.50	
Filing fee reimbursement	$28.00	
Total award	**$2,915.52**	
Bond	$2,600.00	
Total payable by Tenant to Landlord	**$315.52**	

3. The Bond Centre is to pay the bond of $2,600.00 ([Bond number suppressed]) to [The landlord/s] immediately.

Reasons:

1. The landlord attended the hearing which I conducted by video. The tenant did not attend the hearing. My call to the tenant went to voicemail.
2. The landlord has applied for rent arrears, water rates, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

How much is owed for rent and water rates?

3. The tenancy ended on 6 February 2026. The landlord provided rent records and water rates invoices which prove the amount of rent and water rates (less the fixed charges) owing at the end of the tenancy. I find these amounts proved.

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

4. 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[1].
5. The tenant did not leave the premises reasonably clean. The landlord's claim for cleaning is proved by photos and an invoice.

Is the tenant responsible for the damage to the premises?

6. 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[2]. Tenants are liable for the actions of people at the premises with their permission.
7. The waster master unit was damaged because an object (which the landlord described as a wire) was put down it. This caused damage which was careless damage for which the tenant is liable. This claim is proved by an invoice and by the landlord's evidence.

Result

8. The bond will be paid to the landlord. After the deduction of the bond, the tenant will pay the landlord $315.52 which includes reimbursement of the filing fee on the successful application.

---

[1] See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986 (RTA)
[2] See sections 40(2)(a), 41 and 49B RTA

Name suppression

9. The landlord sought, and is entitled to, name suppression as the application is wholly successful[3].

Comment

10. I have been unable to locate a bond number. If the bond is not with the Bond Centre, the landlord may retain the bond if it is holding it, in which case order 3 will be of no effect.

J Greene
17 June 2026

[3] See section 95A RTA

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.