[2026] NZTT 5486577

TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI

APPLICANT: Kāinga Ora–Homes and Communities

Landlord

RESPONDENT: Christopher David Kennedy

Tenant

TENANCY ADDRESS: 36 Hoani Street, Papanui, Christchurch 8053

ORDER

1. Christopher David Kennedy must pay Kāinga Ora–Homes and Communities $623.89, calculated as shown in the table below.
2. The tenant must pay the debt in this order at the rate of $20 per week.
3. The first payment must be made on Tuesday 7 July 2026 and payments must continue every Tuesday until the debt is paid in full.
4. If the tenant fails to make any payment within 2 working days of the due date, the balance of the debt owing will be payable immediately and can be enforced through the District Court.

Description	**Landlord**	**Tenant**
Rent credit		$219.86
Oven/stove cleaning	$171.57	
Wall patching	$251.36	
Carpet replacement	$298.00	
Bathroom privacy knob	$122.82	
Total award	**$843.75**	**$219.86**
Net award	$623.89	
Total payable by Tenant to Landlord	**$623.89**	

Reasons:

1. Both parties attended the hearing remotely.
2. The landlord has applied for compensation following the end of the tenancy. There is no bond.
3. The tenancy ended on 17 February 2026. The landlord provided rent records showing a $219.86 rent credit at the end of the tenancy. The tenant has been given credit for that.
4. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy.
5. The tenant did not leave the premises reasonably clean and tidy. The oven needed cleaning.
6. The tenant must not carelessly or intentionally damage the premises.
7. 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.
8. 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).
9. 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).
10. There was some damage during the tenancy including wall damage, a bathroom privacy knob and carpet. It is beyond fair wear and tear and the tenant accepted responsibility for the damage.
11. I am satisfied that the claims are reasonable in amount and that the landlord has applied depreciation for the age and condition of damaged items where appropriate. The tenant accepted the claims.

12. The tenant offered to pay the amount due from him at the rate of $20 per week which the landlord accepted. I have therefore made an instalment order.

R Armstrong
18 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.