TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Tanya Patricia Kruger, Stephanus Jacobus Kruger

Tenant

TENANCY ADDRESS: 40 Exmoor Road, Karaka, Papakura 2113

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord name and identifying details.
2. Tanya Patricia Kruger and Stephanus Jacobus Kruger to pay [The landlord/s] $2,488.79 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $3,040.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]:	$2,488.79
Tanya Patricia Kruger and Stephanus Jacobus Kruger:	$551.21

Description	**Landlord**	**Tenant**
Water rates	$173.73	
Repairs: Wall damage	$1,955.00	
Cleaning	$332.06	
Filing fee reimbursement	$28.00	
Total award	**$2,488.79**	
Bond	$2,488.79	$551.21

Reasons:

1. Both parties attended the hearing held on 24 June 2026 remotely.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. The tenant has applied for refund of the bond.
4. The tenancy commenced on 12 April 2024 and ended on 29 December 2025.
5. The landlord produced water rates invoices showing the water owed at the end of the tenancy. The invoice dated 30 October 2025 was sent to the tenant on 31 October 2025 and the tenant owed $113.98. The invoice dated 20 December 2025 was sent to the tenant on 22 December 2025 seeking a payment of $59.75.
6. The tenant produced two screenshots from the bank showing a payments of $60.00 on 25 December 2025 and $108.63 on 3 December 2025. Neither payment was the equivalent to the amount sought by the landlord. While these payments may have been for water invoices it is not clear from the evidence submitted. In the absence of clear evidence from the tenants, the amounts sought by the landlord are ordered.

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

7. 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) Residential Tenancies Act 1986.
8. The tenant did not leave the premises reasonably clean and tidy.

Is the tenant responsible for the damage to the premises?

9. The landlord claims for wall damage in three bedrooms, the hallway, the lounge and the garage. The damage is clear in the photographs produced by the landlord.
10. The tenants acknowledge that they tried to paint over any scuff marks that they were unable to clean. Unfortunately, this may have caused more damage than what had been there before the painting.
11. I am satisfied that the tenants caused damage to the walls and the damage was more than fair wear and tear. The claim for damages is awarded.

12. Because [The applicant/s] has wholly succeeded with the claim I must reimburse the filing fee. For the same reason the landlord's name is suppressed.

N Walker
24 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.