TENANCY TRIBUNAL AT AUCKLAND | TE TARAIPIUNARA RETIHANGA KI TĀMAKI MAKAURAU

APPLICANT:	Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay Landlord
RESPONDENT:	WTC Holdings Limited Tenant
TENANCY ADDRESS:	Unit/Flat Unit 103, 52 Sale Street, Auckland Central, Auckland 1010

ORDER

1. WTC Holdings Limited must pay Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay $11,992.29 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent arrears to 16 June 2026	$7,568.58	
Water and gas from 9 September 2025 to 16 June 2026	$515.80	
Replace furnishings: damaged bed	$460.00	
Replace missing mattress protector	$120.00	
Recut keys that were not returned	$44.00	
Replace garage remote	$210.00	
Replace swipe tag/fob	$70.00	
Repairs: preparation and painting walls in the entrance way, bedroom 3 and lounge and bedside tables	$575.00	
Cleaning: and rubbish removal	$330.00	
Break lease costs	$1,320.91	
Exemplary damages for subletting without consent	$750.00	
Filing fee reimbursement	$28.00	
Total award	**$11,992.29**	
Total payable by Tenant to Landlord	**$11,992.29**	

Reasons:

1. The landlord attended the hearing. The tenant did not.
2. I am satisfied that the tenant had received proper notice of the hearing time, date and place and chose not to attend.
3. The landlord has applied for rent arrears, compensation and reimbursement of the filing fee following the end of the tenancy.

RELEVANT LEGAL CONSIDERATIONS

4. The relevant law that applies is found in the Residential Tenancies Act 1986 ("RTA").

Evidential burden

5. With any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations.
6. That includes a requirement that the party bringing the claim (the applicant), establish their claims "on the balance of probabilities". The balance of probabilities means more likely than unlikely, or in mathematical terms, has a fractionally more than 50% likelihood. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is likely.
7. This obligation carried by the applicant is referred to as the "burden of proof". Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.
8. As noted by the District Court in *Kaipo v Clarke & McCarthy* (DC) TT233/02, in practical terms this means that:

> … [L]ike anyone who brings an application before a Tribunal or Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties, and it is certainly not up to the Tribunal to extract evidence.

9. In summary, I do not need to be completely certain, but I need to be more certain than uncertain. In deciding any claim, I must consider all the evidence presented (including oral evidence during the hearing). I must weigh this evidence to decide what is more likely. If any claim is not established to the balance of probability, it must be dismissed.
10. The Tribunal has reviewed and considered all evidence, though not all is specifically referenced in this decision.

General legal principles in relation to the award of compensation or exemplary damages

11. The Tribunal can award compensation where a party has been in breach of the Residential Tenancies Act 1986 (the RTA) or has been in breach of the tenancy agreement, and the other party has suffered a loss because of that breach. Awards of compensation in the Tribunal are generally modest. When awarding compensation, the accepted principle is that the injured party should be put in the same position as they would have been but for the breach, since there is liability for losses flowing from the breach. Factors such as the loss of amenity, stress and inconvenience suffered by the party that has proven the breach are considered when deciding the quantum of any compensation awarded.
12. Exemplary damages can also be awarded for breaches listed in Schedule 1A of the RTA, provided the Tribunal is satisfied that the breach was intentional. Exemplary damages are a penalty designed to deter parties from intentionally engaging in the kind of behavioural conduct provided for in Schedule 1A of the RTA. However, section109(2)(b) of the RTA, bars a party from applying for exemplary damages for a breach of the RTA 12 months or more after the date of commission of the unlawful act.

How much is owed for rent and water rates?

13. The tenant entered into a fixed term agreement commencing on 9 September 2025 and ending on 9 September 2026.
14. The tenancy ended on 16 June 2026, the day prior to a new tenant taking over the remainder of the fixed term lease on 17 June 2026.
15. The landlord provided rent records and water rates invoices which prove the amount owing at the end of the tenancy, as set out in the table order above.

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

16. 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. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1)(ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.
17. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
18. The tenant did not return the keys, garage remote or swipe tag/fob.
19. The mattress protector was also missing at the end of the tenancy.

20. The amounts ordered are proved.

Is the tenant responsible for break lease fees?

21. A tenant can be ordered to pay reasonable compensation for any loss or damage that has resulted from the reduction in the term of the fixed term tenancy.
22. The tenant is legally considered to have abandoned the fixed term tenancy before the end of the fixed term and the landlord has proven it incurred reasonable costs of $1,320.91 for break lease administration fees, advertising fees and credit check fees because of the fixed term lease being ended three months early. The charging of this cost is provided for in the tenancy agreement and in the RTA.
23. I have granted the landlord compensation it has claimed for these costs it directly incurred because of the reduction of the fixed term of the tenancy.

Is the tenant responsible for the damage to the premises?

24. 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. See sections 40(2)(a), 41 and 49B RTA.
25. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.
26. 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). See section 49B(3)(a) RTA.
27. 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). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.
28. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.
29. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a

person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

30. The landlord provided photographic evidence the proves the following damage was caused during the tenancy because of the tenant's intentional acts or omissions or the intentional acts or omissions of persons in the premise with the tenant's consent:

    a. Holes in the lounge walls that had been plastered but not sanded or painted in a matching colour;

    b. Damage to the entrance way walls;

    c. Damage to bedroom 3 walls; and

    d. Bedside table drawn on and splattered with pink paint.

31. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

32. The amounts ordered are proved.

33. I have considered betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations and should not be better or worse off. In calculating depreciation, I have considered the age and condition of the items at the start of the tenancy and their likely useful lifespan.

Did the tenant sublet the premise without the landlord's consent?

34. Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay claims the tenant has sublet or parted with possession of the premises without their prior written consent.

35. In the absence of a specific provision in the tenancy agreement prohibiting subletting or parting of possession of the tenancy, a tenant may do so but only with the prior written consent of the landlord. The landlord may not withhold consent unreasonably. See section 44(2) and (3) Residential Tenancies Act 1986.

36. Breaching this obligation is an unlawful act for which exemplary damages may be awarded up to a maximum of $1,500.00. See section 44(2A)(b) and Schedule 1A Residential Tenancies Act 1986.

37. The tenant sublet the premise without the landlord's knowledge or without the prior written consent of the landlord. I find they have committed an unlawful act.

38. Where a party has committed an unlawful act intentionally, the Tribunal may award exemplary damages where it is satisfied it would be just to do so, having regard to the party's intent, the effect of the unlawful act, the interests of the other

party, and the public interest. See section 109(3) Residential Tenancies Act 1986.

39. The evidence produced by the landlord proves the landlord repeatedly denied having a sublet the premise when directly asked by the landlord. Subsequently, the landlord spoke to the sublet tenant and was shown a tenancy agreement she had entered with James, the General Manager of WTC Holdings Limited. This sublet tenant told the property manager that James confirmed to her the entire building was owned by the football club, and that it had allocated unit 103 to her and her partner, that was shortly being released from jail. The sublet tenant also confirmed that she had been told not to be at home when the property manager was coming to carry out routine inspections, however she wanted to meet the property manager to find out what was happening as she found the conduct of her landlord to be unusual. The property manager noted that the sublet tenancy agreement had been signed by Martin Riding, also known as Seth, who is the second of two directors of WTC Holdings Limited[1].

40. The property manager informed the sublet tenant that Eta Hulita Tuifua Bloomfield[2] had entered into the tenancy agreement with Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay on WTC Holdings Limited's behalf as one of two of its directors. Further, Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay had approved James (the General Manager's wife (Epenesa Koloamatangi) and their four children) as the tenants that would be residing in the premise and had not been informed when they had moved out.

41. I am satisfied the tenant committed an unlawful act when it intentionally sublet the premise to tenants it knew would not pass the landlord's screening criteria for the building and deliberately withheld information about the approved occupant moving out and the tenant subletting the premise without the landlord's written consent and knowledge for this reason. The tenant also took steps to get the sublet tenant to be complicit in withholding information from the landlord about the premise having been sublet.

42. I also find it would be just to require the tenant to pay a sum of $750.00 in exemplary damages (the maximum penalty available) because:

    a. The tenant intentionally sublet the premise without the landlord's written consent and intentionally withheld information about the approved occupant vacating and that it had sublet to a new tenant;

---

[1] Martin Riding, Director 2 of WTC Holdings Limited as set out in the Companies Register for NZBN 9429052647147, and company number 9322558, that was incorporated on 21 February 2025. Its sole shareholder is Villiami Huakau junior.

[2] Eta Hulita Tuifa Bloomfield, Director 1 of WTC Holdings Limited as set out in the Companies Register for NZBN 9429052647147 , and company number 9322558, that was incorporated on 21 February 2025. Its sole shareholder is Villiami Huakau junior.

b. The landlord is entitled to rely on the tenant complying with its obligations under the tenancy agreement and/or the RTA to notify the landlord of any change in occupant, so it could conduct credit and reference checks on all key occupants before they moved into the premise, and not to sublet the premise without the landlord's written consent;

c. It is in the interests of landlords to receive exemplary damages for the tenants' breaches of their obligations to seek written consent from the landlord before subletting the premise; and

d. it is in the public interest for tenants to be penalised as a disincentive to breaching their obligations to seek written consent from the landlord before subletting the premise.

43. I award the maximum penalty available because of the complex web of lies and deceit conveyed to the landlord by the tenant, in an attempt to stop it from becoming aware of the subletting arrangement it had entered into unlawfully with an unconsented occupant it knew the landlord would have never consented to occupying the premise.

Reimbursement of filing fee

44. Section 102(4) of the RTA confirms that applicants that are wholly or substantially successful in proving their claims will have their filing fee reimbursed.

45. Because Rental Hq Limited Trading As Custom Property Management As Agent For Lee Findlay has wholly succeeded with the claim I must reimburse the filing fee.

M Pollak
29 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.