[2026] NZTT 5442788

TENANCY TRIBUNAL AT PAPAKURA | TE TARAIPIUNARA RETIHANGA KI PAPAKURA

APPLICANT: Csi Property Management Limited

Landlord

RESPONDENT: Charmia Chevon Jennifer Joyce

Tenant

TENANCY ADDRESS: 67 Beach Road, Pahurehure, Papakura 2113

ORDER

1. Charmia Chevon Jennifer Joyce must pay Csi Property Management Limited $12,659.75 immediately, calculated as shown in the table below.

Description	Landlord	Tenant
Replace furnishings: light fittings	$1,035.00	
Cleaning	$517.50	
Replace furnishings: carpet	$3,312.00	
Painting walls	$7,767.25	
Filing fee reimbursement	$28.00	
Total award	**$12,659.75**	
Total payable by Tenant to Landlord	**$12,659.75**	

Reasons:

1. The landlord attended the hearing today, 1 July 2026.
2. The landlord has applied for compensation and the filing fee following the end of the tenancy. There is no remaining bond.

Cleaning and Lights

3. 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.
4. The tenant did not leave the premises reasonably clean and tidy. The landlord's photographs show debris on the floor and a need for general cleaning. I award $517.50 as claimed.
5. There were missing light fittings ($1,035.00).

Tenant Damage

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. Tenants are liable for the actions of people at the premises with their permission.
7. 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. The weekly rent was $900.00.
8. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent.
9. 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.
10. The carpets were badly stained and damaged. They will have to be replaced in the lounge, bedroom 1 and master bedroom at a quoted cost of $3,680.00. As discussed with the landlord at the hearing, I have discounted this by 10% to allow for betterment, as the carpet was not new at the start of the tenancy. The award is $3,312.00.
11. The repair quote refers to removal of existing wallpaper and painting. There is no mention of other damage to the walls. The quote noted that there was no wallpaper in the kitchen and 2 bathrooms:

    > This quote includes paint of ceiling, doors, door trims, bathrooms. We recommend to paint the whole walls because most of the wallpaper is damaged and we won't be able to find the same wallpaper. If we patch paint where [the] wallpaper is damaged that will stand out.

12. The cost of painting is significant - $15,536.50. I understood that the premises had been refurbished not long before the start of the tenancy. However, I

consider there would be betterment in favour of the landlord if the amount claimed were awarded. That is because the damage caused by the tenants was to the wallpapered walls, and they would not only be providing the landlord with new walls in those areas, but also with freshly painted walls everywhere else.

13. The Tribunal must do its best to assess reasonable compensation arising from a breach, even if there is an element of speculation (*Phipps v Consolo* (District Court Wellington, CIV-2009-085-232, 14 December 2009)). The assessment of compensation is a question of fact. The contractual measure of damages is to place the relevant party in the position they would have been in if the contract had been performed, so far as money can do so.

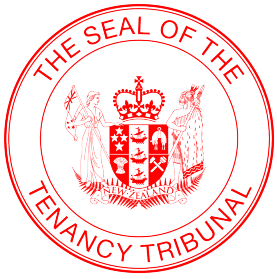
14. It is difficult to assess betterment just from a comparison of the ingoing and outgoing photographs. I consider that the loss to the landlord is the early expenditure of funds to repaint walls which would have needed renovation in the future in any event. The landlord had to bring forward that investment to properly repair the internal walls after removing the ripped wallpaper.

15. Adopting a useful economic life for the walls of 10 years, and at an assumed average annual rate of return of 5%, I award $7,767.25 (0.05% x $15,536.50 x 10 years).

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

Filing Fee

17. The landlord's application has succeeded. The filing fee is awarded.



M Edison
01 July 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.