[2026] NZTT 5455528

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Home Rentals 2025 Ltd As Agent For Joseph Maria Den Exter

Landlord

RESPONDENT: Kim Te Whaiti

Tenant

TENANCY ADDRESS: 66 Dalton Street, Outer Kaiti, Gisborne 4010

ORDER

1. This order incorporates the Tribunal order made on 1 September 2025 under application 5311480.
2. The Bond Centre is to pay the bond of $1,035.00 (5707031-002) to Home Rentals 2025 Ltd As Agent For Joseph Maria Den Exter immediately.
3. Kim Te Whaiti must pay Home Rentals 2025 Ltd As Agent For Joseph Maria Den Exter $3,542.36 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Rent credit as at 25 September 2025		$741.12
Previous order application 5311480 dated 01/09/2025	$28.00	
Value goods to ascertain if a disposal order was required	$95.00	
Lawns and garden work	$1,250.00	
Lock/key replacement	$268.00	
Rubbish removal, dump fees and board up the garage	$3,144.12	
Window repairs	$238.36	
Bailiff	$267.00	
Filing fee reimbursement	$28.00	
Total award	**$5,318.48**	**$741.12**
Net award	$4,577.36	
Bond	$1,035.00	
Total payable by Tenant to Landlord	**$3,542.36**	

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. On 1 September 2025 the Tribunal made an order relating to this tenancy terminating the tenancy and reimbursing the filing fee of $28.00. The previous order is incorporated into this order for enforcement purposes. The amount still owing from this order is $28.00.
4. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

Rent credit

5. The tenancy ended on 25 September 2025. The landlord provided rent records which prove the credit amount in the rent ledger at the end of the tenancy.

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

6. 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.
7. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish or and personal belongings.
8. The tenant did not return the keys.
9. The amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

10. 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.
11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. The landlord has produced photographic evidence and invoices which prove the following damage was caused during the tenancy as a result of the tenant's careless acts or omissions or the careless acts of omissions of persons in the remise with the tenant's consent:

    a. Window glass broken and required reglazing; and

    b. Garage requiring boarding up due to extensive damage leaving it unable to be secured.

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

18. The amounts ordered are proved.

19. 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.

Reimbursement of filing fee

20. 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.

21. Because Home Rentals 2025 Ltd As Agent For Joseph Maria Den Exter has wholly succeeded with the claim I must reimburse the filing fee.

M Pollak
13 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.