[2026] NZTT 5525849

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: Kāinga Ora–Homes And Communities

Landlord

RESPONDENT: Tapaita Lepolo Tukia

Tenant

TENANCY ADDRESS: 90 Gadsby Road, Favona, Auckland 2024

ORDER

1. Tapaita Lepolo Tukia must pay Kāinga Ora–Homes And Communities $3,579.44 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $182.00 (3167094-004) to Kāinga Ora–Homes And Communities immediately.

Description	**Landlord**	**Tenant**
Rent arrears	$348.85	
Cleaning	$845.46	
Rubbish removal	$261.36	
Repairs: carpet replacement	$875.86	
Repairs: walls and doors	$332.50	
Repairs: oven replacement	$553.44	
Repairs: to the brick wall and pool gate catch repairs carried out during tenancy	$543.97	
Total award	**$3,761.44**	
Bond	$182.00	
Total payable by Tenant to Landlord	**$3,579.44**	

Reasons:

1. Only the landlord attended the hearing.
2. The landlord has applied for rent arrears, compensation, and refund of the bond following the end of the tenancy.

How much is owed for rent?

3. The landlord provided rent records which prove the amount owing at the end of the tenancy.

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

4. 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.
5. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
6. The amounts ordered are proved.

Is the tenant responsible for the damage to 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. See sections 40(2)(a), 41 and 49B RTA.
8. The following damage was caused during the tenancy: carpet, walls, doors, oven, brick wall and gate. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
9. The amounts ordered are proved.
10. I have taken into account 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 taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.

THE SEAL OF THE TENANCY TRIBUNAL

J Tam
07 August 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.