[2026] NZTT 5488649

TENANCY TRIBUNAL AT WAITAKERE | TE TARAIPIUNARA RETIHANGA KI WAITĀKERE

APPLICANT: Barfoot & Thompson Limited As Agent For Zoe & Jeffrey Mccrone

Landlord

RESPONDENT: Timothy Andrews, Shawnte Graham

Tenant

TENANCY ADDRESS: 37F Flanshaw Road, Te Atatu South, Auckland 0610

ORDER

1. Timothy Andrews and Shawnte Graham must pay Barfoot & Thompson Limited As Agent For Zoe & Jeffrey Mccrone $5,302.06 immediately, calculated as shown in the table below:

Description	**Landlord**	**Tenant**
Previous order application 5434188 dated 27/03/2026 for rent arrears up to and including 30.03.2026, water rates up to and including 20.03.2026 and the filing fee	$2,521.70	
Cleaning	$414.00	
Rubbish removal	$900.00	
Carpet cleaning	$390.00	
Lock/key replacement	$454.25	
Replace kitchen plug	$8.18	
Repair garage lock and replace broken paver	$585.93	
Filing fee reimbursement	$28.00	
Total award	**$5,302.06**	
Total payable by Tenant to Landlord	**$5,302.06**	

2. This order incorporates the Tribunal order made on 27 March 2026 under application 5434188.

Reasons:

1. The hearing took place at Waitakere District Court. Ms Williams and Ms Burnie, representatives of the landlord's agent, attended the hearing for the landlord.
2. The tenant did not attend the hearing. The tenant has not communicated with the Tribunal as to why they would not attend the hearing. The hearing proceeded in the tenant's absence.
3. On 27 March 2026, the Tribunal issued an Order (application: 5434188) terminating the tenancy and granting possession of the premises to the landlord on 30 March 2026. The Tribunal also awarded the landlord rent arrears of $4,873.57 up to 30 March 2026 and water rates of $380.13 up to 20 March 2026 and reimbursement of the filing fee.
4. The Order provided that after payment of the bond to the landlord, the tenant was to pay the landlord $2,521.70. The landlord advised that this sum has not been paid. The sum owing of $2,521.70 is incorporated into this Order for enforcement purposes.
5. Following the end of the tenancy, the landlord has applied for rent arrears and water rates, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy. At the start of the hearing, the landlord withdrew some of their claims, including their claims for unpaid water rates and rent arrears for the period after 30 March 2026.

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

6. Section 40(1)(e)(ii)-(v) of the Residential Tenancies Act 1986 (RTA) provides that 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. Section 40(1)(ca) of the RTA provides the tenant is required to replace worn out smoke alarm batteries during the tenancy. The tenant must also replace standard light bulbs.
7. The landlord is claiming $414.00 (including GST) to clean the premises, $390.00 to clean the carpet including stain and odour removal, and $900.00 (including GST) for rubbish removal.
8. The landlord advised that the premises was new at the start of the tenancy in September 2025. The landlord provided an ingoing inspection report showing that the carpet was in new condition at the start of the tenancy. The landlord also provided an exit report and photographs from the end of the tenancy. The photographs show that tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. I accept that there was a significant amount of rubbish left at the premises and a significant amount of cleaning required.

9. The landlord has also provided photographs showing that the carpet was stained. The landlord said that the carpet also required cleaning to remove a strong smell of cigarette odour.

10. The tenant did not return all of the keys provided at the start of the tenancy, including the garage remote. The landlord is claiming $454.25 (including GST) to replace the missing keys and the garage remote.

11. The landlord is also claiming for a kitchen plug that was removed from the premises.

12. Having reviewed the evidence, including the invoices provided by the landlord, I am satisfied that the sums claimed are reasonable.

13. These claims are proved, and I order: $414.00 (including GST) for general cleaning; $390.00 (including GST) for carpet cleaning; $900.00 (including GST) to remove the rubbish; $454.25 (including GST) to replace the missing keys and the garage remote; and $8.18 (including GST) to replace the missing plug.

Is the tenant responsible for the damage to the premises?

14. Sections 40(2)(a), 41 and 49B of the RTA provide that 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.

15. Section 49B(3)(a) of the RTA provides that 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).

16. Section 49B(3)(b) of the RTA provides that 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). Section 49B(3A)(a) of the RTA provides that where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage.

17. Section 49B(1) of the RTA provides that 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.

18. 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.)

19. The landlord had claimed for broken window stains, a broken clothesline and damage to the paintwork on the garage walls. These claims were withdrawn at the hearing.

20. The landlord is claiming $585.93 (including GST) to repair an internal lock and and replace a broken paver. The landlord has provided photographs from the start and the end of the tenancy and an invoice to support this claim.

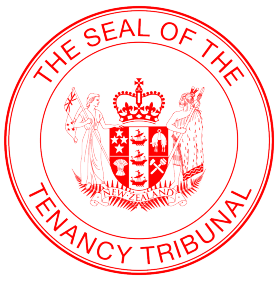
21. I am satisfied that the damage was caused during the tenancy. The tenant did not attend the hearing and has not disproved that the damage was not intentional or careless.

22. I award $585.93 (including GST) for this damage.

Filing fee and suppression:

23. The landlord has wholly succeeded with the claim. For this reason, I must order reimbursement of the filing fee.

24. Having been wholly successful with the claim, the landlord is entitled to name suppression. However, they do not seek it, and no such orders are made.



K Henry
26 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.