[2026] NZTT 5494810

TENANCY TRIBUNAL AT WAITAKERE | TE TARAIPIUNARA RETIHANGA KI WAITĀKERE

APPLICANT: Barfoot & Thompson Limited As Agent For Sandra & Alan Flood

Landlord

RESPONDENT: Reyna Bianchi

Tenant

TENANCY ADDRESS: 35 Vodanovich Road, Te Atatu South, Auckland 0610

ORDER

1. Reyna Bianchi must pay Barfoot & Thompson Limited As Agent For Sandra & Alan Flood $9,819.76 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rubbish removal	$230.00	
Cleaning	$175.00	
Lock/key replacement	$385.25	
Lock/key replacement	$132.25	
13 Insurance excess x $650.00 each	$8,450.00	
Repairs: bathroom window	$419.26	
Filing fee reimbursement	$28.00	
Total award	**$9,819.76**	
Total payable by Tenant to Landlord	**$9,819.76**	

Reasons:

1. The landlord represented by Ms Williams and with support from Ms Burnie attended the hearing.
2. The tenant did not attend the hearing. The tenant was served notice of the hearing to her email address which is an address for service on her tenancy

agreement. I am satisfied service requirements have been met. The hearing was conducted in the tenant's absence.

3. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.

4. The parties signed a one-year fixed-term tenancy-agreement beginning on 24 March 2025 and ending on 23 March 2026. The tenancy then ended on 21 April 2026 following an Order terminating the tenancy for rent arrears.

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

5. 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 "RTA").

6. At the end of the tenancy, the tenant left belongings and rubbish throughout the premises. The premises were damaged and very unclean.

7. The tenant did not return the keys.

8. The landlord provided photographs of the premises at the start of the tenancy and at the end of the tenancy, and invoices for cleaning, rubbish removal, and replacement of the locks at the end of the tenancy.

9. The landlord is also claiming a callout fee to gain entry during the tenancy in order to conduct an inspection. The tenant had repeatedly failed to attend to allow the landlord access.

10. The claims and amounts ordered are proved.

Is the tenant responsible for the damage to the premises?

11. 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.

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. At the start of the tenancy, the premises were presented with good quality fittings throughout, and in very clean and tidy condition.

17. The landlord claims the tenant caused a large amount of damage at the premises. The landlord provided oral evidence, photographs and invoices in support of their claims. The damage exceeds fair wear and tear.

18. Of the landlord's claims, I find the crack to the bathroom window was careless. The landlord's claim for this amounts to $419.26.

19. The remainder of the claims I consider to be damage caused intentionally. The landlord is claiming thirteen amounts of the insurance excess of $650.00 for these claims. The thirteen claims are as follows:

    (1) An entire cupboard around the void for the fridge was removed. The replacement cost was $2,845.25.

    (2) The steel bath had been holed. Repair cost was $1,138.50.

    (3-7) The carpet in the hallway, bedrooms one, two, three and four were heavily damaged with burns and stains. Replacement cost for each was $1960.75, $1,502.82, $1,548.36, $1,290.30, $2,519.88 respectively.

    (8) The polished wooden floor was heavily gouged. The repair cost was $3,698.86.

    (9) The laminate on the bathroom vanity was cracked and broken. A replacement vanity cost $1,315.60.

    (10 – 13) The drapes in bedrooms 2, 3 and 4 (two in bedroom 4) were torn or cut and stained. The replacement costs were $917.13, $1,233.38, $1,581.25 and $1233.28 respectively.

20. By the end of the tenancy the carpet was approximately four years old, and the drapes were approximately one and a half years old.

21. After applying depreciation to each of the claims, I am satisfied that the insurance excess for each of the 13 claims is less than the residual value of

each of the items. Therefore in each case, the amount ordered is the insurance excess of $650.00. Multiplied by 13, this totals $8,450.00.

22. The amounts ordered are proved.

23. Because Barfoot & Thompson Limited As Agent For Sandra & Alan Flood has wholly succeeded with the claim I must reimburse the filing fee.

C Lamdin
31 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.