TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: [The respondent/s]

Tenant

TENANCY ADDRESS: Unit/Flat Unit 6, 72 Howe Street, Howick, Auckland 2014

ORDER

1. Both parties' names are suppressed.
2. [The landlord/s] must pay [The tenant/s] $230.00 immediately, calculated as shown in table below:
3. The bond centre must pay [The respondent/s]

Description	**Landlord**	**Tenant**
Compensation: Fixed Water Charges		$930.00
Cleaning	$150.00	
Repairs: Toilet roll holder	$50.00	
Repairs: Walls and Doors	$300.00	
Lawns and Garden work	$100.00	
Repairs: Cabinet Hinge/Toilet Seat	$100.00	
Total award	**$700.00**	**$930.00**
Net award		$230.00
Bond		$3,400.00
Total payable by Landlord to Tenant		**$230.00**

Reasons:

1. Both parties attended the hearing.
2. Both the landlord and the tenants have made applications.

3. The tenancy ended by tenant notice on 27 May 2026. It commenced on approximately 12 May 2023. The current landlord subsequently purchased the property and has been the landlord since that time.
4. Over the course of the tenancy, the landlords and tenants entered into three tenancy agreements. The tenants currently named in this order are those who remained at the end of the final tenancy and are parties to these applications. However, this does not materially affect the dispute. The tenants have otherwise largely remained the same throughout.
5. The tenants seek $915.17 as reimbursement of fixed water charges and the return of the balance of their bond.
6. The landlord seeks:
   a) $250.00 for a broken toilet roll holder;
   b) $402.50 for cleaning costs;
   c) $1,500.00 towards an invoice for painting and wall repairs; and
   d) a further $1,500 for gardening, repair of a toilet seat, and repair of a cabinet door.

Is the landlord liable for the fixed water charges?

7. The landlord tells me that he did not know he was responsible for paying the fixed water charges. Since the tenants made their claim, he has undertaken his own calculation and accepts that the amount is closer to $930 for the period of the tenancy.
8. This was discussed with the tenants at the hearing. By consent, the landlord is ordered to pay the tenants $930 as reimbursement of fixed water charges.

Are the tenants liable for the landlord's cleaning and damage-repair costs?

9. At the end of the tenancy, the parties conducted a joint inspection. The tenants took photographs, which show that the property was, overall, left in a reasonably clean and tidy condition.
10. The landlord has provided an invoice for $402.50 for a post-tenancy clean, together with photographs of areas of the property which the landlord says were left in an unsatisfactory condition.
11. I am satisfied that some of the specific areas identified by the landlord required further cleaning. To that extent, the tenants were in breach of s 40(1)(e)(iii) of the Residential Tenancies Act 1986, which requires a tenant, at the end of a tenancy, to remove all rubbish and leave the premises in a reasonably clean and tidy condition.

12. However, I find that the property was substantially left in a reasonably clean and tidy condition, and that the extent of the cleaning undertaken by the landlord was more than was reasonably required to remedy the tenants' breach.

13. I consider a tenant contribution of $150 towards the cleaning costs, principally for cleaning the rangehood and undertaking some spot cleaning, to be appropriate.

Toilet roll holder

14. The landlord provided a photograph showing that the toilet roll holder required replacement. The tenants say that it broke during the tenancy in 2025 and that the matter was not raised by the landlord at that time.

15. In assessing compensation for an item of this nature, allowance must be made for depreciation and for any betterment received by the landlord through replacement with a new item.

16. A toilet roll holder of this type would ordinarily cost approximately $20 to $30 for the item itself, although I accept that there is also a labour cost associated with replacing a fixture mounted onto tiles.

17. The IRD depreciation guide does not provide a particularly useful life expectancy for an item of this nature. However, other household items with considerably longer expected lives, such as curtains and refrigerators, are assigned useful lives of around eight years. I consider a useful life of approximately three years to be reasonable for this toilet roll holder, and that much of that useful life had already expired.

18. Allowing for its residual value and the reasonable cost of installation, I consider a contribution of $50 to be appropriate.

The two $1,500 claims

19. There are two remaining amounts claimed by the landlord. The first is $1,500 towards painting and wall repairs. The second is $1,500 for gardening, repair of a toilet seat, and repair of a cupboard or cabinet hinge.

20. A preliminary issue arises as to whether both claims were properly included in the landlord's application.

21. The landlord attended a case conference and confirmed that his application was for one amount of $1,500, as recorded and clarified in the Tribunal's order dated 5 August 2026. At today's hearing I again confirmed with him that he had one claim for $1,500. He subsequently clarified that he intended to pursue two separate claims of $1,500 each.

22. The tenants objected on the basis that the second amount had not been identified in the application and that they were not on notice that it would be determined at this hearing. I accept that concern.

23. However, for completeness, the matters covered by both invoices overlap with issues already forming part of the landlord's claim generally. I have therefore addressed them, consistently with the approach required by s 85 of the Residential Tenancies Act 1986, under which the Tribunal is to determine disputes in the manner most likely to ensure their fair and expeditious resolution, according to the general principles of the law relating to the matter and the substantial merits and justice of the case.

Painting and wall repairs

24. The first invoice is for $3,500 and relates generally to wall repairs and painting. The landlord attributes $1,500 of that amount to damage said to be the tenants' responsibility.

25. The specific matters relied upon include:

    a) a bathroom door which had swollen, apparently because of moisture;

    b) damage to the top of a wardrobe door, which had been repaired by the tenants using adhesive tape and for which they accept some responsibility; and

    c) holes in the walls caused by screws or nails, apparently used to hang items.

26. I accept that the landlord was entitled to some compensation for reinstatement of the damaged wardrobe door. The tenants also accepted this. I also accept that some contribution was appropriate for the nail holes and other minor wall damage.

27. However, a substantial proportion of the work undertaken amounted either to fair wear and tear or to improvement of the premises, giving rise to significant betterment for the landlord.

28. The landlord says that the bathroom door swelled because the tenants did not use the bathroom extractor fan sufficiently. I do not accept that this has been established.

29. The tenants say that they did use the fan. The landlord referred to one occasion when he visited the property and observed mould. The tenants provided evidence that, when the landlord raised the issue, they promptly purchased the product he recommended and wiped down the affected area, which resolved the problem.

30. Mould and moisture can occur in residential premises and require ongoing management. The presence of mould, without more, does not establish that the tenants failed to use the extractor fan. Nor am I satisfied that the swelling

of a bathroom or toilet door from ordinary moisture exposure establishes careless or intentional damage by the tenants. In the circumstances, I regard that deterioration as fair wear and tear for which the landlord is responsible.

31. Taking into account the damage for which the tenants do bear responsibility, together with depreciation and the substantial betterment resulting from the wider renovation work, I consider a contribution of $300 towards the painting and wall-repair invoice to be appropriate.

Gardening, toilet seat and cabinet hinge

32. The second $1,500 invoice relates to gardening work, repair of a toilet seat, and repair of a cabinet hinge.

33. The landlord says this work was commissioned after Kāinga Ora inspected the property in connection with a new tenancy, several weeks after the tenants' tenancy had ended.

34. The landlord has provided photographs showing grass that is patchy but mown. The tenants had also maintained a vegetable garden. The landlord points to some eggshells and other minor garden debris.

35. In newer subdivisions, lawns which have not become fully established can remain patchy unless significant work is undertaken to establish them. In any event, there is no satisfactory evidence before me establishing the condition of the lawn at the commencement of this tenancy.

36. I do accept that some minor garden debris should have been removed. To that limited extent, the tenants did not fully comply with their obligation under s 40(1)(e)(iii) to leave the premises in a reasonably clean and tidy condition. However, what was reasonably required was essentially for someone to rake the garden, collect the remaining debris and place it in a bin.

37. I therefore consider $100 to be an appropriate contribution towards the gardening cost.

38. The landlord also claims for the toilet seat and a broken cabinet hinge. These are items which deteriorate and may fail through ordinary use over time. Their useful lives are limited. Taking into account depreciation, the nature of the items, and the evidence available, I consider a further total contribution of $100 towards the toilet seat and cabinet hinge to be fair.

39. I also accept the tenants' submission that the amounts charged in the invoices from Manukau Renovations and Maintenance Limited appear questionable and excessive when compared with the scope of the work undertaken.

40. For example, $250 was charged for replacement of the toilet roll holder. The landlord says that replacement screws were required. However, wall-mounted toilet roll holders of this kind commonly attach to a mounting base, and

replacement can often be undertaken without replacing the entire fixing arrangement. On the evidence before me, it is unclear why replacement of this item reasonably cost $250.

41. Similarly, a charge of $1,500 for the gardening work, toilet-seat repair and replacement or repair of a single cabinet hinge appears manifestly excessive for the work described and pictured.

Filing fees and suppression

42. Both parties have made applications, and both have achieved some measure of success. In those circumstances, each party will bear their own filing fee.

43. Both parties also applied for suppression. Given the circumstances of the proceeding and that each party has had some success, I grant both applications for suppression.

H Ben Fayed
07 September 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.