[2026] NZTT 5442308

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	Christopher James Read Meban Landlord
RESPONDENT:	Matthew Barratt Tenant
TENANCY ADDRESS:	30 Sirrah Street, Okitu, Gisborne 4010

ORDER

1. Matthew Barratt to pay Christopher James Read Meban **$2,400.00** from the bond, for cleaning charges.
2. The Bond Centre is to pay the bond of $2,400.00 (5781619-003) to Christopher James Read Meban immediately.

Reasons:

1. The landlord attended the hearing by teleconference. The tenant didn't attend and couldn't be reached by phone.
2. The landlord has applied for compensation from the bond. It is a rehearing of his application. The application was previously dismissed after the landlord didn't attend the scheduled hearing on 17 June 2026. A rehearing was granted in an Order dated 19 June.
3. The tenant was served via the e-mail address given as an address for service in the tenancy agreement.
4. The tenancy ended on 28 February 2023. This application was filed on 11 February 2026.

5. Because the application as filed more than 2 months after the end of the tenancy, special service requirements apply.[1]

6. Up until 2 years after the end of the tenancy, a tenant can be served at the e-mail service address given in the agreement. After that an e-mail address used within 2 years before the date of the application is required.[2]

7. The landlord ahs been unable to supply such an address.

8. I have nevertheless decided to dispense with further service and proceed with the hearing[3] for 2 reasons:

   First, the independent evidence supplied by the landlord in support of his claim is compelling, which limits the prejudice to the tenant from determining the claim without hearing from him; and

   Second, the landlord does not claim for the whole of the proved loss but only for the amount of the bond held, which the tenant could have asked to have released to him at any time in the last 3 ½ years.

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

7. 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

8. Aft the tenant vacated on 28 February 2023, the landlord was troubled by a strong smell of cat urine though the premises. He had Spick Carpet Cleaning inspect.

9. Their report, accompanied by photos is dated 9 March 2023. The general observations were:

   *"**9 March 2023***
   *<u>General findings</u>**:** Malodour was detected as soon as entering through the front door. Odour is particularly strong in the upstairs Master Bedroom walk-in wardrobe area. Urine contamination was visible on the back of the single leather chair in the lounge. Urine malodour gets stronger as soon as you walk down the stairs to the lower level. Malodour is present in every room. Nothing was noted on the drapes at initial attendance.*
   Checks were made to all lower walls using UV light. Contamination is not overly noticeable despite the strong smell.
   Will need a night-time service visit to use UV light under better conditions to see contamination as too much light is present – large windows with no block-out blinds or drapes."

[1] S.91A(2) RTA
[2] S.91A(2)(e) and (f) RTA
[3] S.91B(2)(c) RTA

10. Recommended actions were:

> “Lodge insurance claim with Broker Emerre & Hathaway
> Clean affected lower walls (in addition to initial treatment done at the initial visit)
> Use Ozone generators and Hydroxyl generators to deal with airborne odours
> Treat and clean carpet throughout the home
> Have a painter apply BIN sealer to lock in any remaining odours and repaint”

10. The landlord made an insurance claim but because a separate $750.00 excess would have been required in respect of the urine contamination in each of the rooms in the house, it was not worthwhile to pursue.

11. The landlord had Spick clean the premises. Its invoice shows that a comprehensive treatment, as recommended, was required, at a cost to the landlord of $4,365.13.

12. I find it proved on balance that the cost of the work undertaken by Spick is a loss caused to the landlord by a beach of the tenant’s obligation to return the premises in reasonably clean condition.

13. The landlord is entitled to have the bond paid to him to offset that loss.

THE SEAL OF THE TENANCY TRIBUNAL

B King
14 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.