

TENANCY TRIBUNAL AT AUCKLAND

APPLICANT: Crockers Property Management Limited
Landlord

RESPONDENT: Dilan Madushanka Perera Dewamullage, Thilini Saumya
Nanayakkara Galhenage
Tenant

TENANCY ADDRESS: Unit/Flat Flat 134, 26 Te Taou Crescent, Auckland Central,
Auckland 1010, Railway Hostel

ORDER

1. The Bond Centre is to pay the bond of \$1,020.00 (5632986-014) to Dilan Madushanka Perera Dewamullage and Thilini Saumya Nanayakkara Galhenage immediately.
2. The application for vacated damages is dismissed.

Reasons:

1. Both parties attended the hearing.
2. The Landlord is seeking the costs of cleaning the property after the termination of the tenancy on 18 April 2019. It is a requirement of the Residential Tenancies Act 1986 that the premises be left in reasonably clean and tidy and rubbish removed.
3. The Tribunal is required to apply an evidential standard. The burden is on the applicant to prove its claim on the balance of probabilities. The standard is “reasonably clean and tidy”. Under subs (1)(c), the words “reasonably clean and reasonably tidy” do not impose an absolute standard. The standard will vary according to the condition of the premises.
4. The meaning of reasonable was discussed in the case of Morgan v Housing New Zealand 10 Jan 08 in the Porirua District Court. Judge T J Broadmore considered the test to be applied when assessing whether property had been maintained in a

reasonably clean and tidy condition. It was held that the obligation to leave the premises at the conclusion of a tenancy in a reasonably clean and tidy condition did not give rise to an absolute standard. The test as to whether premises were kept in a reasonably clean and tidy condition was an objective test, not to be determined on the basis of the subjective opinion of either the landlord or the tenant.

5. Further under subsection (1)(e), the requirement that the tenant must leave the premises “in a reasonably clean and reasonably tidy condition” depends on the age and condition of the premises and, in particular, the condition that they were in at the start of the tenancy. This is because damages can be awarded against a tenant, or bond withheld, only to the extent that the landlord had suffered loss or damage resulting from the tenant’s occupancy of the premises.
6. In this case both parties have provided extensive photographs of the property both before and after the tenancy. I have struggled to see any difference in these photographs. Given the age and condition of the property it seems clear on these photographs that the tenants have returned the property in almost exactly the same condition they received it in.
7. Of course any property could always benefit from an additional touch up, and this property is no different, but that is not the standard the Tribunal applies. In this case the evidence supports the tenants’ claim they cleaned before they left and I am persuaded that cleaning was sufficient to bring the property up to the expected standard. The application for cleaning costs is dismissed.



B Hannan
11 June 2019

Please read carefully:

SHOULD YOU REQUIRE ANY HELP OR INFORMATION REGARDING THIS MATTER PLEASE CONTACT **TENANCY SERVICES 0800 836 262**.

MEHEMA HE PĀTAI TĀU E PĀ ANA KI TENEI TAKE, PĀTAI ATU KI TE TARI **TENANCY SERVICES 0800 836 262**.

AFAI E TE MANA'OMIA SE FESOASOANI E UIGA I LENEI MATAUPU FA'AMOLEMOLE IA FA'AFESO'OTAI'I LOA LE OFISA O LE **TENANCY SERVICES 0800 836 262**.

Rehearings:

You may make an application to the Tenancy Tribunal for a rehearing. Such an application must be made within five working days of the order and must be lodged at the Court where the dispute was heard.

The **only** ground for a rehearing of an application is that a substantial wrong or miscarriage of justice has or may have occurred or is likely to occur. Being unhappy or dissatisfied with the decision is not a ground for a rehearing. (See 'Right of Appeal' below).

Right of Appeal:

If you are dissatisfied with the decision of the Tenancy Tribunal, you may appeal to the District Court. You only have 10 working days after the date of the decision to lodge a notice of appeal.

However, you may **not** appeal to the District Court:

1. Against an interim order made by the Tribunal.
2. Against an order, or the failure to make an order, for the payment of money where the amount that would be in dispute on appeal is less than \$1,000.
3. Against a work order, or the failure to make a work order, where the value of the work that would be in dispute on appeal is less than \$1,000.

There is a \$200.00 filing fee payable at the time of filing the appeal.

Enforcement:

Where the Tribunal made an order that needs to be enforced then the party seeking enforcement should contact the Collections Office of the District Court on **0800 233 222** or go to www.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.