

**TENANCY TRIBUNAL AT** Christchurch

APPLICANT: Andrew John David Griffiths, Barbara Griffiths  
Landlord

RESPONDENT: Natalie Whitworth-Chalk (formerly Carseldine)  
Tenant

TENANCY ADDRESS: 21 Park Avenue, Oxford, Oxford 7430

**ORDER**

1. An application for suppression has been made in this case by the tenant but the Tribunal makes no suppression order as the application is not wholly or substantially successful for the tenant.
2. Natalie Whitworth-Chalk (formerly Carseldine) to pay Andrew John David Griffiths and Barbara Griffiths \$1,323.56 from the bond, calculated as shown in table below:

<b>Description</b>	<b>Landlord</b>	<b>Tenant</b>
Damage to bench (insurance excess)	\$550.00	
Repair damage to sensor light on stairwell	\$213.12	
Dump fees; lock/key replacement; replace garage door remote	\$540.00	
Filing fee reimbursement	\$20.44	
<b>Total award</b>	<b>\$1,323.56</b>	
Bond	\$1,323.56	\$276.44

3. The Bond Centre is to pay the bond of \$1,600.00 (6138726-003) immediately apportioned as follows:

Andrew John David Griffiths and Barbara Griffiths: \$1,323.56

Natalie Whitworth-Chalk (formerly Carseldine) \$276.44

**Reasons:**

1. Both parties attended the hearing.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

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

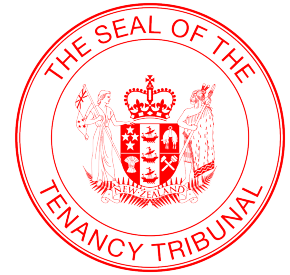
3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, return all keys and security devices, and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1)(ca) Residential Tenancies Act 1986. The tenant must also replace standard light bulbs.
4. The tenant did not remove all rubbish at the end of the tenancy. The landlord incurred dump fees disposing of the rubbish.
5. The tenant did not return all the keys and a garage door remote control.
6. The amounts ordered are proved by invoices and by evidence given by the parties at the hearing today.

*Is the tenant responsible for the damage to the premises?*

7. 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.

8. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.
9. 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.
10. 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.
11. 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.
12. 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.
13. The following damage was caused during the tenancy. The kitchen bench was damaged when a candle burnt down and caused a burn mark. Although the tenant gave evidence that she used the candle during a power cut, the damage is careless damage for which she is liable. The landlord's claim is limited to the amount of the insurance excess.
14. The landlord gave evidence that a sensor light on the wall of the stairway was buried behind a repair and had to be reinstated by an electrician. The tenant said she could not clearly recall whether there was a light there; she only remembered three lights on the hallway wall.
15. I accept the landlord's evidence that there were four sensor lights and that one was put behind some kind of repair and had to be reinstated by the electrician.
16. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
17. The amounts ordered are proved by an invoice, insurance confirmation of the excess and by evidence given by the parties at the hearing.
18. As the application is successful, the tenant must pay the landlord's Tribunal filing fee.

19. The landlord did not seek name suppression. The tenant sought name suppression but is not entitled to it as the application has not been decided in her favour.



J Greene  
29 July 2021

## **Please read carefully:**

Visit [justice.govt.nz/tribunals/tenancy/rehearings-appeals](https://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](https://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 \$200. 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](https://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 for the payment of less than \$1000
- a final order to undertake work worth 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](https://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.

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If you require further help or information regarding this matter, visit [tenancy.govt.nz/disputes/enforcing-decisions](https://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](https://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](https://tenancy.govt.nz/disputes/enforcing-decisions), pe fesoatai mai le Tenancy Services i le numera 0800 836 262.