

**TENANCY TRIBUNAL** - [Event location suppressed]

APPLICANT: [The applicant/s]  
Landlord

RESPONDENT: Daimon Mitchell  
Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

**ORDER**

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the landlords name and identifying details. No suppression orders apply to the tenant.
2. Daimon Mitchell must pay [The landlord/s] \$2,683.70 immediately, calculated as shown in table below.

Description	Landlord
Rent arrears	\$857.14
Water rates	\$43.17
Lock/key replacement	\$463.45
Cleaning and rubbish removal	\$1,299.50
Filing fee reimbursement	\$20.44
<b>Total award</b>	<b>\$2,683.70</b>
<b>Total payable by Tenant to Landlord</b>	<b>\$2,683.70</b>

**Reasons:**

1. The Tribunal must consider an application filed by the landlord, and the relevant law that applies is found in the Residential Tenancies Act 1986 ("RTA").
2. Only the landlord appeared at the hearing. I am satisfied that the tenant has been properly notified of the hearing, and therefore I will proceed to consider the claim in their absence.
3. The tenancy was terminated by order of the Tribunal on 7 February 2023. The Tribunal also ordered the rent arrears and water due as of that date. The landlord reports that there were delays in getting possession returned, with the possession returning on 22 February 2023.

4. The landlord seeks final orders from the Tribunal around final costs with the tenancy.

## **RENT ARREARS AND WATER RATES**

5. The landlord has applied for an order that the tenant pay rent arrears and water rates between the earlier Tribunal order and possession returning.
6. As noted, the tenancy was terminated by order of the Tribunal. Possession was to return to the landlord on 7 February 2023. However there was a delay in the tenant returning possession of the tenancy, and I accept it was not returned to the landlord until 22 February 2023. That is an additional 15 days of rent not paid following the earlier Tribunal rent arrears order. I have confirmed the landlords calculation that the additional rent arrears to 22 February 2023 is \$857.14, and that is ordered to be paid by the tenant.
7. The landlord has claimed for the final volumetric water charges of \$43.17, that is ordered in full.

## **CLEANING AND RUBBISH REMOVAL**

8. The Residential Tenancies Act 1986 (RTA) requires that the landlord provide the premises to the tenant at the start of the tenancy in a reasonable state of cleanliness (s45(1)(a)), and there is an equivalent obligation on the tenant to return the premises:  
  
...in a reasonably clean and reasonably tidy condition, and remove or arrange for the removal from the premises of all rubbish.
9. It is important to note that the RTA does not require the premises to be provided / returned in an immaculate condition, only in a reasonably clean and tidy state. There is no scientific way to determine what is 'reasonably' clean and tidy, what is required is for the Tribunal to evaluate the evidence available (particularly photographs presented), and then to determine whether the premises would be reasonably clean.
10. The landlord seeks compensation for cleaning and rubbish removal. The evidence is that the tenant left widespread rubbish and goods at the tenancy. The landlord has claimed \$1,299.50, with reference to the invoice from Wilson Property, who did the cleaning and rubbish removal. I have reviewed the photographs taken by the landlord when possession was returned, and the costs claims would be commensurate with the work reasonably needed to return the premises to a state of being reasonably clean and tidy. This claim is ordered in full.

## **COMPENSATION**

11. With any claim for compensation, to receive an order the party must incur a loss. In short the compensation is intended as best money can do, to compensate for the actual loss incurred.
12. In this case the landlord had claimed compensation for damage to the premises, but as discussed at the hearing today, I cannot make that order. The landlord reports that there was some damage to the premises from the tenant, but after possession was returned, the house was broken into and at that time extensively damaged, to the

point where the house now needs to be demolished. The landlord did not incur any costs for the damage repairs from the tenant, so there was strictly no loss to compensate. There was then an intervening action where the tenancy was effectively destroyed following possession returning to the landlord, but that is not damage that the tenant is liable for.

13. However the landlord seeks costs for lock and key replacement being a cost that was incurred. The tenant did not return the keys so the landlord needed to replace locks. The RTA requires that at the end of the tenancy the tenant must return all keys. Failing to do so means the tenant is liable for the lock and key replacement. The landlord has claimed \$463.45 with reference to the locksmith invoice. This is ordered in full.

### **FILING FEE**

14. Because the applicant has been wholly successful in their application, I must award the filing paid to commence the proceeding in the Tribunal, which is \$20.44.

### **NAME SUPPRESSION**

15. The Tribunal can order name suppression when a party has been wholly or substantially successful in the proceeding. In this case the landlord has applied for name suppression which is ordered for the landlord only.

R Woodhouse  
28 September 2023

**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 fesootai mai le Tenancy Services i le numera 0800 836 262.