

TENANCY TRIBUNAL - Manukau

APPLICANT: Rentout Limited As Agent For Lakshmi Narayanan
Srinivasan

Landlord

RESPONDENT: Tukuahi Bernadette Stephenia Mahara, Lynne Amy
Thompson

Tenant

TENANCY ADDRESS: 83 Christmas Road, Manurewa, Auckland 2102

ORDER

1. Tukuahi Bernadette Stephenia Mahara and Lynne Amy Thompson must pay Rentout Limited As Agent For Lakshmi Narayanan Srinivasan \$5,483.23 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Rent arrears to 2 June 2023	\$3,496.76	
Electricity	\$526.38	
Cleaning	\$563.50	
Carpet Cleaning	\$272.78	
Lawns and Garden work	\$200.00	
Rubbish removal	\$760.00	
Repairs: windows x2	\$334.88	
Repairs: bedrooms, lounge and passage	\$4,500.00	
Filing fee reimbursement	\$20.44	
Water rates: actual usage owing	\$988.49	
water refund (amount paid by tenant included in rent)		\$3,280.00
Total award	\$11,663.23	\$3,280.00
Net award	\$8,383.23	
Bond	\$2,900.00	
Total payable by Tenant to Landlord	\$5,483.23	

Reasons:

1. The agent Ms Bhatt attended the hearing for the landlord. There was no appearance by the tenants.
2. This tenancy was a fixed term tenancy from 21 June 2022 to 26 June 2023. The tenants moved out on 15 May 2023.
3. The landlord has applied for rent arrears, electricity owing, compensation for unblocking drain, cleaning, carpet cleaning, lawn mowing, repairs to window and walls, rubbish removal and reimbursement of the filing fee following the end of the tenancy.
4. The bond of \$2900.00 was refunded recently by consent.

How much is owed for rent and electricity?

5. The landlord provided rent records which prove the amount owing at the end of the tenancy. From 11 April to 15 May 2023, there was \$1,812.50 owing which included water. From 16 May to 2 June 2023, there was \$1,684.26 owing which excluded water.
6. The landlord accepts there is a credit owing to the tenant for water usage. The agent has calculated that actual water usage throughout the tenancy was \$988.49. The tenant paid \$3,280 during the tenancy (\$70 per week) as it was included in the rent amount.
7. The landlord also received the electricity bills in their name. This was passed to the tenants regularly for payment. The tenants have not paid \$563.50 electricity that is remaining.
8. The amounts sought have been clarified by the agent, confirmation there was no double charges, and to the benefit of the tenant.

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

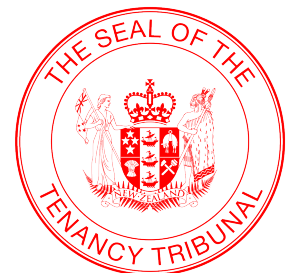
9. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy (including lawn/garden) and remove all rubbish. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
10. The tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
11. The agent said the premises had seemed to have been abandoned and not been cleaned and tidied and provided photos. The tenant said they would remove their rubbish and belongings but this did not occur despite arrangements being made. Ultimately the tenant was not contactable, and the items had to be removed.

12. The amounts ordered for cleaning, carpet cleaning, lawn tidy and rubbish removal are proved.
13. The landlord claims compensation for unblocking of the toilet drain.
14. It would appear that there was a lot of toilet paper blocking a drain which was on the outside the house. It is concerning that this wastewater drain is open to the elements.
15. Considering the claim, if there had been other items in the drain, it would be of concern about how the toilet is being used. It is usual to find toilet paper in a waste system. I am not satisfied this was caused by the tenant through ordinary use of a toilet. This claim is dismissed.

Is the tenant responsible for the damage to the premises?

16. 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.
17. 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.
18. 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.
19. The following damage was caused during the tenancy: damage to 2 windows, walls in the 3 bedrooms, lounge and passageway. The agent showed pictures of a number of holes on the walls, glue on the master bedroom, strong marks on the walls.
20. The pre-inspection photos show an older tidy house.
21. The agent says 2 windows had to be repaired and provided an invoice, photos pre-inspection and post inspection. The amount of \$334.88 is awarded for this repair.
22. The agent says the walls and ceiling had been repainted before this tenant moved in. The doors, frames and skirting were aged and not painted. These appear to have been of a lower standard.

23. The photos showing the damage to the walls in the bedrooms, lounge and passage way is more than fair wear and tear, and the tenant has not disproved liability for the damage.
24. The agent proved the Tribunal with 2 quotes they had been provided to repair the damage. The agent also provided an invoice which included an entire repaint of the house. Considering the information and after hearing from the agent provided, the Tribunal awards \$4500.00 towards the repairs.
25. I have taken into account betterment and depreciation. The landlord should be returned to the position they would have been in had the tenant not breached their obligations, and should not be better or worse off. In calculating depreciation, I have taken into account the age and condition of the items at the start of the tenancy and their likely useful lifespan.
26. Because Rentout Limited As Agent For Lakshmi Narayanan Srinivasan has substantially succeeded with the claim I have reimbursed the filing fee.
27. No application for suppression has been made in this case and no suppression orders apply around publication of this decision.



S Singh
28 September 2023

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 \$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

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 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.