

**TENANCY TRIBUNAL** - Christchurch | Ōtautahi

APPLICANT: Patricia Quinn, Denis Quinn  
Landlord

RESPONDENT: William Andrew Nurse  
Tenant

TENANCY ADDRESS: 21A Konini Street, Riccarton, Christchurch 8041

**ORDER**

1. No application for suppression has been made in this case and no suppression orders apply around publication of this decision.
2. William Andrew Nurse to pay Patricia Quinn and Denis Quinn \$806.24 from the bond, calculated as shown in table below.

Description	Landlord	Tenant
Cleaning: Curtains	\$285.80	
Lawns and Garden work	\$200.00	
Repairs: Flooring	\$300.00	
Filing fee reimbursement	\$20.44	
<b>Total award</b>	<b>\$806.24</b>	
Bond	\$806.24	\$243.76

3. The Bond Centre is to pay the bond of \$1,050.00 (3358501-006) immediately apportioned as follows:

Patricia Quinn and Denis Quinn:	\$806.24
William Andrew Nurse:	\$243.76

**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?*

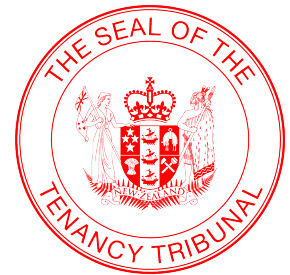
3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, return all keys and security devices, and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
4. The landlord claimed that the tenant did not leave the gardens in the condition they were in at the start of the tenancy. The photographs show the garden to be extremely well presented at the start of the tenancy. The landlord claims that the tenant agreed to maintain the gardens to that standard. The Act requires the tenant to leave the gardens reasonably clean and tidy. The RTA applies despite a provision to the contrary in a tenancy agreement – see s11 RTA.
5. The photographs show that the gardens at the end of the tenancy were generally tidy with some areas requiring additional weeding. I award the landlord \$200 of the \$480.00 claimed.
6. In relation to the paths and water blasting. The condition at the end of the tenancy was consistent with winter outdoor conditions and the cleaning required is a landlord maintenance obligation.
7. A set of curtains had to be dry cleaned and Mr Nurse agreed to meet that cost of \$285.80.

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

8. 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.
9. The landlord claims that the polyurethane surface to the timber floor was damaged during the tenancy. The landlord claims \$1,725.00 for repairs but has not carried out the work.
10. The photographs show that an area of the floor surface was damaged by castors from a chair during the tenancy. This damage is more extensive than the wear and tear that can be expected from everyday use. The evidence also established that Mr Nurse became aware that the particular chair was causing degradation or damage to the flooring at some point during the tenancy but did

not take any steps to prevent further damage until asked to do so by the landlord.

11. I find that, at least some of, the damage to the polyurethane surface was carelessly caused during this tenancy. However, the coating is at least 9 years old. It does not have an infinite life. Other areas of the floor remain in good condition while some, particularly around the dining table, are more worn. The landlord has not yet had the floor recoated so has not incurred any cost.
12. I have considered betterment and depreciation. In calculating depreciation, I have considered the age and condition of the items at the start of the tenancy and their likely useful lifespan. I award \$300 of the \$1,725.00 claimed for floor damage, recognising the reduction in the surface's likely lifespan.
13. As the landlord was partially successful, I have awarded reimbursement of the Tribunal application fee.



R Morgan  
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.