

TENANCY TRIBUNAL - Hamilton | Kirikiriroa

APPLICANT: Cambridge Rentals Limited as Agent for I & A Strickland
Landlord

RESPONDENT: Jill Tania Tito
Tenant

TENANCY ADDRESS: 95A King Street, Cambridge, Cambridge 3434

ORDER

1. Jill Tania Tito must pay Cambridge Rentals Limited as Agent for I & A Strickland \$2,101.70 immediately, calculated as shown in table below.

Description	Landlord	Tenant
Lock/key replacement	\$143.76	
Cleaning	\$500.00	
Carpet Cleaning	\$218.50	
Lawns and Garden work	\$97.75	
Rubbish removal	\$1,121.25	
Filing fee reimbursement	\$20.44	
Total award	\$2,101.70	
Total payable by Tenant to Landlord	\$2,101.70	

Reasons:

1. Ms Hurst appeared by telephone for the landlord. An unsuccessful attempt was made to call the tenant on the phone number provided.
2. On 20 September 2023, the Tribunal terminated the tenancy for rent arrears, see NZTT 4647173. On 10 October 2023, the landlord filed a claim that the tenant had failed to return the keys, failed to leave the lawn in a reasonably tidy condition, failed to leave the inside of the property reasonably clean and tidy,

failed to leave the carpet reasonably clean and tidy, and had failed to remove all rubbish.

3. The onus of proving these claims rests with the landlord. The standard required is on the balance of probabilities. The landlord must establish more likely than not that the tenant has breached the terms of the agreement or provisions of the Residential Tenancies Act 1986 (The "Act").

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

4. The landlord is claiming \$143.76 to re barrel the door, \$97.75 to mow the lawns and dispose of the green waste, \$897.00 to clean the inside of the property, \$1,121.25 to remove and dispose of rubbish, and \$218.50 to clean the carpet.
5. 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) of the Act.
6. The landlord has produced a pre and post tenancy inspection report both of which contain photographs of the inside and outside of the property. The landlord has also produced a video showing the property at the end of the tenancy. After hearing from the landlord and considering the photographs, and the video, I am satisfied that the tenant has failed to leave the carpet in a reasonably clean condition , there is staining and soiling in every room with carpet , that they have failed to remove all rubbish, which includes 19 used car tyres and household furniture left outside , and that they have failed to leave the lawns in at least the same condition they were at the commencement.
7. I award the full amounts claimed for the carpet cleaning, the lawns, and rubbish removal.
8. The Act does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable, not on the subjective opinions of the landlord and tenant. There is no scientific way to determine what is reasonably clean and tidy, and the Tribunal must evaluate the evidence available, and in particular inspection reports and photographs.
9. The property has two bedrooms, an open plan kitchen / dining / lounge area, bathroom, toilet, laundry, and a carport. While I am satisfied that the tenant has failed to leave the inside of the property in a reasonably clean condition, based on my objective assessment of the evidence, I am however not satisfied that an award for the total amount claimed is warranted. In this case I award \$500.00 for cleaning.
10. Having considered the evidence, I am satisfied that the tenant failed to return the keys. The amount claimed to re barrel the lock is awarded.

Costs

11. As Cambridge Rentals Limited as Agent for I & A Strickland has substantially succeeded with the claim I have reimbursed the filing fee.

Name suppression

12. Although the landlord has been substantially successful, they do not seek name suppression.



G Barnett
27 November 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.