

**TENANCY TRIBUNAL - Manukau**

APPLICANT: Upartner Property Limited As Agent For Leo Yang  
Landlord

RESPONDENT: Brent William Harry McLeod, Wai-Maria Hamiora  
Tenant

TENANCY ADDRESS: 88 Elliot Street, Pahurehure, Papakura 2113

**ORDER**

1. Brent William Harry McLeod and Wai-Maria Hamiora to pay Upartner Property Limited As Agent For Leo Yang \$1,081.60 from the bond, calculated as shown in table below.
2. The Bond Centre is to pay the bond of \$1,600.00 immediately apportioned as follows:

Upartner Property Limited As Agent For Leo Yang: \$1,081.60

Brent William Harry McLeod and Wai-Maria Hamiora: \$518.40

3. The application is dismissed.

Description	Landlord	Tenant
Water usage	\$421.60	
Rubbish removal	\$460.00	
Repairs: broken window	\$200.00	
<b>Total award</b>	<b>\$1,081.60</b>	
Bond	\$1,081.60	\$518.40

**Reasons:**

4. This tenancy ended on 16 June 2023.
5. The tenant sought release of the bond.
6. The landlord applied for compensation for water usage, rubbish removal, key cut and broken window repair.
7. Both applications were adjourned on 8 September 2023 for the agent to serve the tenant Mr McLeod.
8. The agent confirms she served Mr McLeod on 11 September 2023. She confirms he called her twice a few days later about the claims.
9. Prior to the hearing, on 27 October 2023, the tenant Ms Hamiora sought to attend by telephone. This was granted.
10. On 22 November 2023, the tenant said she had Covid and was not sure she would be well enough to attend the hearing by phone today.
11. Directions were made on 23 November 2023 for both parties to attend by telephone today to determine if the matter proceeds.
12. The agent Ms Zhang has appeared by phone. Ms Hamiora has not answered her phone.
13. These applications are long overdue to be heard as this tenancy ended on 16 June 2023. The Tribunal hearing proceeded today.

*How much is owed for water*

14. The agent provided water records and confirmed there was \$421.60 owing in water usage at the end of the tenancy. The amount ordered is proved.

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

15. 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.
16. The tenant did not remove all rubbish. There are photographs and an invoice for the rubbish removal required being \$460.00.
17. The tenant did not return the keys. The agent withdrew this claim as there was no invoice for the claim.
18. The amount for rubbish removal is proved.

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

19. 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.
20. The agent says there was a window that was broken during the tenancy. It cost \$200.00 to repair. There is correspondence provided by the agent about this broken window being repaired.
21. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
22. The amount for window repair is proved.



S Singh  
27 November 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.