

TENANCY TRIBUNAL AT PORIRUA | TE TARAIPUNARA RETIHANGA KI PORIRUA

APPLICANT: Te Ahuru Mowai Limited Partnership
Landlord

RESPONDENT: Justine Edwards
Tenant

TENANCY ADDRESS: 9 Wakefield Terrace, Tawa, Wellington 5028

ORDER

1. Justine Edwards must pay Te Ahuru Mowai Limited Partnership \$10,000.00 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of \$210.00 (3550037-004) to Te Ahuru Mowai Limited Partnership immediately.

Description	Landlord	Tenant
Lock/key replacement: during tenancy	\$451.38	
Window repairs: board up	\$89.70	
Rubbish removal	\$2,500.00	
Meth decontamination	\$12,500.00	
Repairs: patch plaster holes x19	\$1,085.48	
Repairs: ranch slider	\$200.51	
Total award	\$16,827.07	
Bond	\$210.00	
Total payable by Tenant to Landlord	\$16,617.07	
Reduced to	\$10,000.00	

3. All other claims are dismissed or withdrawn.

Reasons:

1. The landlord attended the hearing represented by Ms Zabranski-Todd.
2. The tenant did not attend the hearing although she had been notified of the hearing by email and text. Accordingly pursuant to section 92 of the Residential Tenancies Act 1986 (RTA) the hearing continued in her absence.
3. This six-and-a-half-year tenancy ended in September 2024. The landlord explains that it took them some time to bring this claim due to internal issues. Ms Zabranski-Todd gave evidence that the tenant had given her the address that was provided for service, also that the email address provided for additional service was used during the tenancy. Further she said, she discussed the claims with the tenant who understood they would be brought.
4. On the evidence I am satisfied pursuant to section 91B of the RTA that the tenant has been adequately served with proceedings.
5. The landlord has applied for compensation and refund of the bond, following the end of the tenancy. A number of claims were withdrawn at the hearing. The total of their remaining claims is over \$18,000 although they only seek a monetary order for \$10,000 to reflect the tenant's ability to pay and depreciation.

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

6. The landlord claims compensation for having to replace the door lock and board up a window that was smashed at the end of the tenancy. They also seek compensation for having to remove extensive rubbish.
7. 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) RTA.
8. The landlord provided evidence that six trailers were required to remove all the rubbish that was left on the property when the tenant vacated. The photographs of the rubbish were considerable. The rubbish removers also required PPE gear given the contamination levels in the property.
9. The landlord's claim for rubbish removal was \$4,572.78. They provided evidence of \$700 transfer station costs but further than that the invoice was not itemised. I am not satisfied that the remaining amount is proven as reasonable on the basis of the evidence. As further breakdown of the amount claimed was not able to be obtained from the contractor, I have reduced the award to \$2,500 which is considered reasonable based on the evidence available.
10. This tenancy was commenced by Kainga Ora in 2018. At that time, they did not take photos of property at the beginning of a tenancy. They have however

confirmed in the tenancy agreement that they provided the property in a reasonably clean and tidy way in accordance with the RTA. Accordingly, I am satisfied that the rubbish and belongings left in the property at the end of the tenancy were the tenant or her associates’.

11. In full consideration of the evidence, I am satisfied that the tenant did not remove all rubbish or return the keys at the end of the tenancy. She had been given a number of opportunities to return the keys but did not.
12. Accordingly, on the basis of the evidence, I am satisfied that the amounts ordered are proven and considered reasonable in the circumstances.

Is the tenant responsible for the damage to the premises?

13. The landlord seeks compensation for having to remediate the following damage to the property:
 - a. Methamphetamine contamination.
 - b. Broken kitchen cabinets.
 - c. 19 holes in walls
 - d. Bent ranch slider with a broken lock.
14. To be successful in such claims, 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.

Methamphetamine

15. The Tribunal has held¹ that if levels of methamphetamine over 15µg per 100sq cm are found in a property it requires decontamination. This is considered intentional damage and as such a tenant is liable for the remediation costs.
16. This tenancy was terminated pursuant to section 59(4) of the RTA due to dangerous levels of methamphetamine contamination.² The test results in July 2024 recorded the following levels: 38µg/100cm² in the entrance and hallway, 35µg/100cm² in the kitchen, 27µg/100cm² in the dining room, 37µg/100cm² in the laundry, 26µg/100cm² and 38µg/100cm² in the hallway, 41µg/100cm² in bedroom 2, 55µg/100cm² and 30µg/100cm² in bedroom 3 (2 swabs taken) and 33µg/100cm² in bedroom 4.

¹ *Crichton v Bay City Rentals Tauranga Ltd* [2018] NZTT 4153013, 4154535, *Fast Rental Limited v Grimes & Nicholls* [2018] NZTT North Shore 4140391

² *Te Ahuru Mowai Limited Partnership v Justine Edwards* [2024] NZTT 4970236

17. On the basis of the evidence, I am satisfied that the tenant is liable for the remediation costs associated with the methamphetamine contamination.

Kitchen cabinets

18. The landlord claims compensation for having to replace the kitchen cabinetry which was worn down and broken. A tenant is not liable for fair wear and tear which, considering depreciation, I find that this is. Depreciation is the concept that 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, the age and condition of the items at the start of the tenancy and their likely useful lifespan is relevant.
19. This cabinetry is clearly a number of years old; it looks original. Accordingly, I am satisfied that it has exceeded its expected lifespan and as such the tenant is not liable for this cost. This claim is dismissed.

Holes in walls

20. The landlord has established in evidence that there were at least 19 holes in the walls throughout the property. Many were exceptionally large. This is intentional damage and as such the tenant is liable for the repair costs which are reasonable in the circumstances.

Ranch slider

21. The landlord has proven in evidence that at the end of the tenancy the ranch slider lock was broken and the door itself was bent and so did not fit into the rails. I am satisfied that this damage was caused intentionally as it would have required considerable force to inflict such damage. Accordingly, the tenant is liable for the repair cost which is reasonable.



K Lash
13 October 2025

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 \$260. 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, or the failure to make an order, where the amount in dispute on appeal is less than \$1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is 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, asiiasi ifo le matou aupega tafailagi: tenancy.govt.nz/disputes/enforcing-decisions, pe fesoatai mai le Tenancy Services i le numera 0800 836 262.