[2025] NZTT 5293984

TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI

APPLICANT: Wongeoon Vast Limited As Agent For Owner

Landlord

RESPONDENT: Logan Daniel Casey-Scannell, Jeanna Duggan

Tenant

TENANCY ADDRESS: 55 Cutts Road, Russley, Christchurch 8042

ORDER

1. The Notice of Hearing is to be treated as served on the tenants on 9 July 2025.
2. Logan Daniel Casey-Scannell and Jeanna Duggan must pay Wongeoon Vast Limited As Agent For Owner $922.56 immediately, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $2,360.00 (5077204-010) to Wongeoon Vast Limited As Agent For Owner immediately.

Description	**Landlord**	**Tenant**
Rent arrears	$1,432.86	
Carpet Cleaning	$220.00	
Cleaning	$50.00	
Oven/stove cleaning	$50.00	
Rubbish removal	$1,403.40	
Lock/key replacement: garage remote	$99.30	
Filing fee reimbursement	$27.00	
Total award	**$3,282.56**	
Bond	$2,360.00	
Total payable by Tenant to Landlord	**$922.56**	

Reasons:

1. Mr Wongeoon attended on behalf of the landlord. The tenants did not attend.
2. The landlord has applied for rent arrears, compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

Can the Notice of Hearing be treated as served under the Residential Tenancies Act 1986 (the Act)?

3. The application was filed more than two months after the end of the tenancy (but less than two years) so the usual service rules no longer apply.
4. The application must be served either personally on the tenant, on someone over the age of 16 living at address where the tenant now lives, or by post to an address provided by the tenant within two months before the application was made or by transmission to an email address given by the tenant as an address for service. See section 91A(2) Residential Tenancies Act 1986.
5. The application has not been served in accordance with these requirements.
6. There was no address for service provided by the tenants on the Tenancy agreement (email or otherwise).
7. The tenants' email addresses may have been provided as an address for service on the bond lodgement form, but the landlord was not able to obtain a copy of that form from the Bond Centre despite making considerable efforts to do so.
8. The landlord provided evidence that Ms Duggan has used the same email address over a number of years and whilst tenant of more than one tenancy that the landlord company has managed. She has also used the same addresses to apply for other tenancies under the landlord's management. This is over a period of four years and seven months (up to the end of this tenancy).
9. The landlord has no other method of contact for the tenants, and they responded to emails sent to the email addresses used right up to the end of this tenancy. There has been no automated response to more recent emails suggesting that the addresses are no longer valid or current.
10. The tenants have never applied for the bond to be refunded and have never responded to any landlord attempts at contact since the end of the tenancy.
11. In these circumstances I am satisfied that the notice of hearing can be treated as having been served on the date which it was sent to the tenants by email by this Tribunal (9 July 2025).
12. Text messages were also sent to both tenants to remind them about the upcoming hearing.

How much is owed for rent?

13. The tenancy ended on 26 August 2024. The landlord provided rent records which prove the amount owing at the end of the tenancy, being $1,432.86.

14. 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. The tenant is required to replace worn out smoke alarm batteries during the tenancy. See section 40(1)(ca) of the Act.

16. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.

17. The tenant did not return the garage door remote.

18. The landlord provided photographs, invoices and emails to support its claim for cleaning, rubbish removal and replacement of the remote following the end of the tenancy.

19. The amount of rubbish left at the property was substantial and included bulky and/or heavy items. Outbuildings and areas of the garden were full of abandoned and broken furnishings. Dumping fees alone totalled $803.40.

20. The interior of the property required additional cleaning, (including in the kitchen and oven) and the carpets required professional cleaning due to the lingering dog smell.

21. The amounts ordered are proved.

22. As Wongeoon Vast Limited As Agent For Owner has wholly succeeded with the claim I must reimburse the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

S Steele
26 August 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, asiasi ifo le matou aupega tafailagi: tenancy.govt.nz/disputes/enforcing-decisions, pe fesootai mai le Tenancy Services i le numera 0800 836 262.