[2025] NZTT 5283459

TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI

APPLICANT:	Rempstone Property Management On Behalf Owner Wei Qin & Jinhua Zhang Landlord
RESPONDENT:	Jackson Finn Pauling, Jack Peter Graham Muir, Alexander Robert Ritchie, Max Augustus Struthers Tenant
TENANCY ADDRESS:	11 Nepal Place, Burnside, Christchurch 8053

ORDER

1. Jackson Finn Pauling, Jack Peter Graham Muir, Alexander Robert Ritchie and Max Augustus Struthers must pay Rempstone Property Management On Behalf Owner Wei Qin & Jinhua Zhang $27.00 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $2,800.00 (5660641-002) to Rempstone Property Management On Behalf Owner Wei Qin & Jinhua Zhang immediately.

Description	**Landlord**	**Tenant**
Carpet Cleaning: half excess amount as agreed	$500.00	
Cleaning	$530.00	
Lawns and Garden work	$287.50	
Rubbish removal	$402.50	
Lock/key replacement: garage remote control	$138.00	
Repairs	$1,830.00	
Filing fee reimbursement	$27.00	
Monies paid by tenant towards accepted costs		$888.00
Total award	**$3,715.00**	**$888.00**
Net award	$2,827.00	
Bond	$2,800.00	
Total payable by Tenant to Landlord	**$27.00**	

Reasons:

1. Ms Sun and Ms Wang attended for the landed. The tenants did not attend 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.
3. The tenants had accepted responsibility for all of the costs prior to the hearing but as they are now based overseas, they were unable to attend.
4. The tenants had already made payments (totalling $888.00) towards the costs that would not be covered by the bond amount.
5. The tenants had also signed the bond refund form giving the bond money to the landlord in full (just prior to the hearing date), but this had not been processed by the Bond Centre due to this application.
6. The tenants had, therefore, repaid or arranged for the repayment of the full amount claimed prior to the hearing (excluding the filing fee).
7. As the matter is now before the Tribunal to determine the appropriateness of allocating the bond to the landlord and the tenant is not present, I must, nevertheless, review all landlord claims.

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

8. 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 Act).
9. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish.
10. The tenant did not return the garage remote control.
11. The landlord provided invoices, photographs, and emails to support its claims.
12. The cleaning, gardening and rubbish removal costs were accepted by the tenant in email conversations with the landlord prior to the work being undertaken.
13. The cleaning invoice of $530.00 included $200.00 for carpet cleaning and an additional $30.00 for carpet stain removal.
14. Not all of the carpet stains were able to be removed and the landlord provided evidence to confirm that considerable yellowish stains were left after the cleaning had been attempted.

15. The owner considered an insurance claim which would have resulted in a claim against the tenants for the excess of $1,000.00 as per the insurance policy and confirmed in the tenancy agreement.
16. The owner decided not to make a claim for the replacement of the carpet and agreed to accept compensation in the sum of $500.00 from the tenants instead.
17. The amounts ordered are proved and the tenants have accepted responsibility for the amounts claimed.

Is the tenant responsible for the damage to the premises?

18. 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 of the Act.
19. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) of the Act.
20. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) of the Act.
21. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.
22. The following damage was caused during the tenancy:
    a. Unrepairable damage to three internal doors,
    b. Damage caused by the removal of a tenant installed wall mounted television,
    c. Significant damage to an internal wall,
    d. Damage to an aluminium sliding door lock mechanism,
    e. Damage to the oven power switch,
    f. Replacement of two toilet role holders.
    g. Blocked toilet
23. The landlord provided invoices, photographs, an ingoing report and emails between the parties to support its claims.

24. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.
25. The total amount claimed is $1,830.00 and a quotation for the repairs was provided to the tenants before the work began. The final invoices were for the same amount.
26. The amounts ordered are proved and have been accepted by the tenants.
27. As Rempstone Property Management On Behalf Owner Wei Qin & Jinhua Zhang has wholly succeeded with the claim I must reimburse the filing fee.

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.