TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI

APPLICANT: Rempstone Property Management Limited as agent for Xiaodong Wang and & Ran Zhang

Landlord

RESPONDENT: Ilaisaane Havea

Tenant

TENANCY ADDRESS: 4 Bullock Place, Ilam, Christchurch 8041

ORDER

1. Ilaisaane Havea must pay Rempstone Property Management Limited as agent for Xiaodong Wang and & Ran Zhang $8,951.31 immediately, calculated as shown in table below:

Description	Landlord	Tenant
Rent arrears (rent in lieu of notice) to 24 April 2025	$2,262.86	
Lock/key replacement	$394.45	
Cleaning and repairs	$977.50	
Plastering repairs to ceiling and walls	$977.50	
Repair towel rail	$356.50	
Cleaning and rubbish removal	$529.00	
Carpet cleaning	$1,046.50	
Carpet moth treatment	$230.00	
Lawns and garden work	$402.50	
Compensation for damage to carpet	$2,000.00	
Compensation for damage to clear lite roofing	$200.00	
Replace plants removed by tenant	$172.50	
Repair damaged alarm system	$1,495.00	
Filing fee reimbursement	$27.00	
Total award	**$11,071.31**	
Bond	$2,120.00	
Total payable by Tenant to Landlord	**$8,951.31**	

2. The Bond Centre is to pay the bond of $2,120.00 (5425541-003) to Rempstone Property Management Limited as agent for Xiaodong Wang and & Ran Zhang immediately.

Reasons:

1. Ms Sun represented the landlord. The tenant did not attend. I am satisfied that details of the hearing were emailed to the tenant and that she was aware of the hearing taking place.
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.

How much is owed for rent?

3. The tenant emailed the owner of the premises on 3 April 2025 and gave 1 week's notice to end the tenancy. The tenant was required to give 21 days' notice to end the tenancy. I have awarded the landlord rent in lieu of notice.
4. The landlord provided rent records which prove the amount of rent owing at the end of the notice period.

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

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) Residential Tenancies Act 1986 (RTA).
6. The tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The carpets had to be cleaned and treated for carpet moth. The carpet cleaning did not remove all stains.
7. The tenant did not return the keys.
8. Some established plants had been removed from the garden and had to be replaced.
9. The amounts ordered are proved by invoices, photos, and by the evidence Ms Sun gave at the hearing.

Is the tenant responsible for the damage to the premises?

10. 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.

11. The following damage was caused during the tenancy: curtain hooks had to be replaced; the lounge door hinge had to be replaced; a light switch cover and a power point had to be replaced; heat lamps and lights bulbs in the bathroom had to be replaced; the laundry sink had to be secured to the floor. The heated towel rail was damaged. The ceiling and wall in a bedroom had to be plastered and painted. The alarm system was damaged. Clear lite roofing on an outside structure was damaged The carpets were damaged by stains that could not be removed and will require replacement at a later stage.

12. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage.

13. The amounts ordered are proved by invoices and photos and by the evidence Ms Sun gave at the hearing.

14. I have awarded compensation only (not the replacement cost) for the damaged carpet and the clear lite roofing to take depreciation and fair wear and tear into account. The carpet cleaning could not remove all the stains and the carpet will need to be replaced. After a tenancy of nearly 7 years, the carpet is depreciated by about one half. Also, another tenancy has started, and the carpet has not yet been replaced.

15. As the application is successful, I award the landlord the filing fee.

THE SEAL OF THE TENANCY TRIBUNAL

J Greene
29 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.