[2025] NZTT 5273465

TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT:	The Property Boss Limited - As Agent For Antje Vinke & Heiko Lange Landlord
RESPONDENT:	Dion Ross Tenant
TENANCY ADDRESS:	Unit/Flat Flat 1, 633 Cashel Street, Linwood, Christchurch 8011

ORDER

1. Dion Ross must pay The Property Boss Limited - As Agent For Antje Vinke & Heiko Lange $6,112.80 immediately, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Previous order application 5169911 dated 02/04/2025	$3,974.53	
Cleaning: incl $70.00	$392.00	
Rubbish removal	$865.00	
Lawns and Garden work	$560.63	
Lock/key replacement	$293.64	
Filing fee reimbursement	$27.00	
Total award	**$6,112.80**	
Total payable by Tenant to Landlord	**$6,112.80**	

Reasons:

1. Both parties attended the hearing, which was conducted by phone.
2. The landlord has applied for compensation, and reimbursement of the filing fee following the end of the tenancy on at 11.59pm 2 April 2025 via a Tribunal Order.

3. The onus of proof is on the landlord. The standard of proof is on the balance of probabilities; that is, more likely than not.

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

4. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, and return all keys and security devices.
5. The property manager provided photographs which show tenant did not leave the premises reasonably clean and tidy, and did not remove all rubbish.
6. The landlord provided invoices for:

   Rubbish removal $863.40

   Cleaning $322

   Further rubbish removal and cleaning of the Council bins $70.
7. The landlord explained that the bins were full and had not been used for the designated purpose.
8. I accept that if the bins have not been used for the right types of rubbish, they will not be emptied by the Council. They needed to be emptied and cleaned out ready for the next tenant. The sum of $70 is reasonable.
9. The photos show that the grounds were very overgrown. The tenant said that he was spending a lot on weed killer and the owner had told him that they would get new bark put down.
10. The property manager denied any knowledge of this.
11. The tenant provided no evidence such as an email from the owner that said that the tenant did not have to keep the grounds tidy. Even if there was a plan to replace or replenish bark, the weeds till need to be removed and the premises kept tidy in the meantime. The landlord has established this claim.
12. The tenant did not return the keys. The locks needed to be replaced. The landlord has claimed replacement of the locks on three occasions, because it is alleged that after the tenancy had ended, the tenant had come back twice more and broken in. The tenant denies that.
13. The property manager said that he believed the tenant was responsible for the further damage to the locks because he has been in trouble with the Police before and he damaged his grandmother's tyres. He said this was similar fact evidence.
14. First, I do not find that those allegations are of the same nature as the allegation that the tenant broke into the flat. Second even if they were of such a nature as to constitute "propensity evidence", the landlord produced no evidence of these alleged events. The landlord has not established that the further damage to the locks was more than likely caused by the tenant.

15. I therefore order $293.64 for the April locksmith invoice. I make no order in relation to the two further invoices.
16. Taking into account the state of the premises at the end of the tenancy, the other amounts are reasonable.
17. The amounts ordered are proved.
18. Because The Property Boss Limited - As Agent For Antje Vinke & Heiko Lange has substantially succeeded with the claim I have reimbursed the filing fee.

T Baker
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.