[2025] NZTT 5187531

TENANCY TRIBUNAL AT MANUKAU | TE TARAIPIUNARA RETIHANGA KI MANUKAU

APPLICANT:	Greenmount Property Management Limited as Agent For Yubing Feng Landlord
RESPONDENT:	Ashlee Harrison Tenant
TENANCY ADDRESS:	Unit/Flat 1, 104 Pakuranga Road, Pakuranga, Auckland 2010

ORDER

1. Ashlee Harrison must pay Greenmount Property Management Limited as Agent for Yubing Feng $717.00 immediately, calculated as shown in the table below.

Description	**Landlord**
Cleaning	$690.00
Filing fee reimbursement	$27.00
Total award	**$717.00**
Total payable by Tenant to Landlord	**$717.00**

2. The claim for carpet damage is withdrawn by the applicant.

Reasons:

1. This matter was first set down for hearing on 27 June 2025 and both parties attended the hearing on that day.
2. On 27 June 2025 the Tribunal determined the parties to the current proceeding and the wall damage claim and adjourned the remaining matters part heard.
3. The Tribunal ordered that Michele Hoye be removed as a party to this application and the landlord was to file a separate application if a claim is to be pursued against her. The application for damage repair for the large hole in the

wall was dismissed. The remaining claims were adjourned, and directions were made for the filing of further evidence.

4. Only the applicant landlord attended the hearing today. The file records that notice of hearing was sent to the tenant by email so the matter proceeded in the tenant's absence. The Tribunal will take in to account the evidence given by both partes at the last hearing.

Background

5. The history of the relationship between landlord and tenant in respect of these premises is summarised as follows:

   (a)In June 2021 the tenant entered into a tenancy agreement with the landlord to rent the premises and moved in with her daughter. Sometime during the tenancy, the tenant's mother also moved into the premises.

   (b)In March 2022 the tenant and her daughter moved out of the premises. The landlord entered into a new tenancy agreement with the tenant's mother, Michele Hoye. The agreement includes a clause which states "Taking over tenancy - Michele Hoye is living at 1/104 Pakuranga Road before taking over the tenancy from Ashlee Harrison (Daughter), thus Michele Hoye will be taking over the responsibility of maintaining the property at the same condition when Ashlee Moved in, which is identified at Ashlee Ingoing Inspection Report."

   (c)In May 2024 Michele Hoye moved out of the premises. The landlord offered the premises to the tenant, and she entered into a new tenancy agreement with a clause which stated "Taking over of tenancy - Ashlee is taking over the tenancy from Michele Lee Hoye, thus Hoye's ingoing condition will be used as Harrisons Ingoing inspection report and rent increase will be continue as was planned with Michele Hoye tenancy." The parties advised that the rent was not increased.

   (d)The landlord did not conduct an end of tenancy inspection and refunded the bond to Michele Hoye minus an agreed sum for carpet cleaning.

6. The tenancy of Ashlee ended on 10 February 2025. The landlord filed an application for vacated compensation naming both Ashlee Harrison and Michele Hoye as tenants.

7. At the hearing on 27 June 2025 I found that Ashlee Harrison and Michele Hoye had separate tenancy agreements with the landlord for different periods of time.

8. Ashlee Harrison was a tenant from June 2021 until March 2022 and again from May 2024 until February 2025.

9. Michele Hoye was a tenant from March 2022 until May 2024.

10. The application before me records that the tenancy commenced on 6 May 2024 and ended on 10 February 2025. Michele Hoye was not the tenant during this period of time. She was therefore removed as a tenant party from this application.

The claims

11. The landlord has applied for compensation for cleaning, rubbish removal, pest control and carpet replacement.
12. The landlord advised that they have filed a claim against Michele Hoye but that has not been set down before me today.
13. The landlord seeks to withdraw the claim for carpet damage as this will be pursued against Michele Hoye.
14. The Tribunal will therefore consider the landlord's claim that the premises were not left reasonably clean and tidy and the tenant did not remove all rubbish.

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 Act).
16. The landlord claimed that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The landlord seeks compensation for cleaning, pest treatment and rubbish removal costs.
17. At the last hearing the tenant advised that the premises were not provided to her in a clean state and that rubbish belonging to her mother was left at the premises. The landlord stated that the tenant had agreed to this by signing a tenancy agreement with the clause "Taking over of tenancy - Ashlee is taking over the tenancy from Michele Lee Hoye, thus Hoye's ingoing condition will be used as Harrisons Ingoing inspection report and rent increase will be continue as was planned with Michele Hoye tenancy". The tenant stated that she was not aware of the poor condition of the premises as she signed the agreement before sighting the premises.
18. No entry photographs of the premises were provided although both parties agreed that the premises were not provided in a reasonable state of cleanliness.
19. The landlord must provide the premises in a reasonable state of cleanliness as stated in section 45 (1)(a) of the Act.

20. Although the tenant purported to waive her right to receive the premises in a reasonable state of cleanliness section 11 (3) of the Act states that any purported waiver by a tenant of a right under the Act is of no effect.

21. I find that the tenant's waiver is of no effect and I will take in to account the condition of the premises when considering whether the premises were left reasonably clean and tidy.

22. The landlord has provided end of tenancy photographs and states these were taken on 11 February 2025. The photographs show that the premises were left empty with the exception of rubbish in the garage, a few items in the kitchen and rubbish outside. The photographs reveal that some further cleaning was required in particular wiping kitchen drawers and cupboards and wiping some walls and windowsills. Very few photographs of the bathroom and bedrooms were provided.

23. The invoice provided by the landlord for $920 does not itemise the work done by the cleaner.

24. Having considered the evidence I find on the balance of probabilities that some further cleaning was required to leave the premises reasonably clean and tidy. However, in view of the agreed entry condition and the lack of evidence in the bedrooms and bathroom I am not satisfied that the tenant is liable for the cost of a full house clean. Therefore, I order the tenant to reimburse the landlord seventy five percent of the cleaning invoice being $690.00.

25. I do not order reimbursement of the pest control invoice as due to the age and condition of the premises at the commencement of the tenancy I am not satisfied the landlord has proved on the balance of probabilities that the tenant is responsible for pests at the premises.

26. The landlord provided photographs of rubbish left at the premises at the end of the tenancy. The tenant gave evidence on 27 June that the rubbish was left behind by her mother. She stated that she had already paid for one skip bin at the end of her tenancy but did not agree to pay for a second. The landlord stated that some of this rubbish was left from the previous tenant and some from this tenancy but did not identify what rubbish was left by Ms Ashlee Harrison. I find that the landlord has failed to prove on the balance of probabilities that the tenant is responsible for the remaining rubbish and therefore decline to order compensation for the cost of the second skip bin as claimed.

Filing fee

27. Because the landlord has partially succeeded with the claim I have reimbursed the filing fee as applied for. See section 102(4) Residential Tenancies Act 1986.

G Guptill
08 September 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.