[2025] NZTT 5107929

TENANCY TRIBUNAL AT REMOTE

APPLICANT:	Pro Edge Property Management Limited As Agents For Amandeep Kaur Sandhu & Harmanjeet Singh Landlord
RESPONDENT:	Moesha Dixon Tenant
TENANCY ADDRESS:	68 Sutton Crescent, Papakura, Papakura 2110

ORDER

1. The application is dismissed.

Reasons:

1. This tenancy began on the 12 May 2022 and ended on the 19 January 2024.
2. The landlord filed their application on the 13 December 2024, some 11 months after the tenancy ended, and only two days after the new tenant at the premises filed claims against the landlord relating to the condition of the property.
3. As the date of filing the claim was more than 2 months after the tenancy ended, then the law as it was in December 2024, required the landlord to provide an up-to-date address for the tenant so she could be served. In January 2025 the law was changed to allow service on an email address for service given during the tenancies for claims filed within 2 years.[1]
4. The tenant gave an email address for service in the tenancy agreement and the tenant has been served this application at that address for service. The tenant has been served in accordance with the provisions of the Act.

[1] Section 91A(2)(e) RTA.

5. There have been two hearings in respect of this claim, both with me, In the first hearing on the 17 March I heard from Ms Khan from Pro Edge Property Management, at the second hearing on the 11 September I heard from two other property managers. Ms Dixon did not attend either hearing.

6. The landlord claims that the tenant has damaged the carpet during her tenancy. The landlord claims $1830 for replacement carpet and removal and disposal of the old carpet together with the filing fee.

7. In order to prove the claim that the landlord must satisfy me that the tenant, during her tenancy carelessly or intentionally damaged the carpet.

8. The issue of evidence at Tenancy Tribunal hearings was considered by the District Court in *Kaipo v Clarke & McCarthy (DC) TT233/02*. Judge Mather stated:

   "…[the applicant] needs to be reminded that like anyone who brings an application before a Tribunal or a Court, it is incumbent upon the applicant to provide the evidence necessary to prove the case. If the applicant fails to do that, then their application will be dismissed whether it has merit or not because it is up to the applicant to provide the necessary evidence. It is not up to the other parties and it is certainly not up to the Tribunal to extract evidence."

9. Up until the date of the first hearing in March this year, the landlord had only submitted an exit inspection report, photographs and an invoice for the carpet from Scope Works NZ Limited dated 15 February 2025 in support of their claim. At that hearing I advised Ms Khan that I would need to have evidence that the work was completed, and evidence that Ms Dixon had accepted liability (as Ms Khan submitted that she had done so) I also asked for the ingoing inspection report to be filed. Despite the time between these two hearing no further documents were filed.

10. At yesterday's hearing the landlord said that the tenant accepted that she had damaged the carpet during her tenancy in an email exchange in September 2022. The landlord provided that email exchange from September 2022, which appears to be in response to a 14 day notice to remedy given to the tenant on the 21 September requiring her to clean the carpets.

11. I have read the email strand that the landlord supplied, and the tenant says on the 28 September 2022

> **I have exhausted all avenues trying to remove the stains from the carpet and have been unsuccessful.**
> **I have also tried to hire professional carpet cleaners, but they have all told me they are unable to get the stains out, and have referred me to carpet repairs instead.**
> **I can't afford carpet repairs myself at this moment, so I am wondering where do we go from here?**

12. The landlord replies that they will send it to their maintenance team who will be in touch and on the 29 September 2022 the landlord emails the tenant saying:

> **The repair man come this morning and quoted the carpet, but he has advised me that the new carpet he will be installing is of different colour and is thicker than the original carpet. Will that be okay?**

13. The landlord says that the tenant paid $412.50 towards the cost of the carpet, but did not tell when or how this was paid- e.g. in payments or one lump sum. There are no documents that evidence what, if any, agreements were made about payment.

14. At the end of the tenancy (19 January 2024) the landlord conducted an inspection. The landlord returned the tenant's bond in full.

15. The landlord told me that soon after the tenancy ended they lodged a different claim with the Tribunal for the balance of the cost of carpet, but that claim did not end up in front of the Tribunal.

16. I have asked Tenancy Services to conduct a search of ***all*** claims filed for this address, whether they proceeded to hearing or not and they have confirmed that this is the only application that they have for this tenancy.

17. The landlord rented the premises out to another tenant on the 24 January 2024 (5 days after this tenancy ended). The landlord did not replace the carpet in between the tenancies, or during that tenancy, and the new tenant paid an extra $20.00 rent per week more than Ms Dixon.

18. The landlord accepts it has not changed the carpet despite having an invoice which purports that the work has been done and the tenancy ending over 18 months ago. At the first hearing when I asked Ms Khan had the work been done? She said it had been, but after further questions stepped back from that position and said she did not know.

19. The property managers told me yesterday that the work has not been done and that the owners require the Tribunal to make an order first as the landlord cannot afford to replace it without payment from the tenant.

20. That evidence is also different to what I was told in a hearing between Ms Khan and the new tenant in March 2025, where Ms Khan assured me that the owners were committed to repairing all the defects at the property and were able to remedy those defects quickly.

The invoice

21. The landlord submitted in evidence an invoice from Scope Works Limited NZ dated 15 February 2024 for the replacement of the carpet and the disposal of the old carpet. That invoice is addressed to Ms Dixon at the tenancy address despite Ms Dixon's tenancy ending a month before hand. It says:

Description	Quantity	Unit Price	Amount NZD
- Carpet replacement in 3 Bedrooms & Hallway Area - Carpet Supply - Carpet installation - Remove and dispose existing carpet - 10mm underlay supply and install	1.00	1,950.00	1,950.00
Note - Cost Includes Material Supply, Delivery, Installation & Dumping Charges			
		Subtotal	1,950.00
		TOTAL GST 15%	292.50
		TOTAL NZD	2,242.50
		Less Amount Paid	412.50
		AMOUNT DUE NZD	1,830.00

22. Invoices are for payment for services or work that has been done. Invoices are usually issued after the work has been done. There is no requirement to pay an invoice until the work has been completed.

23. When an invoice is given in evidence, it is to prove that the work has been done and the amount paid for that work.

24. I asked the landlord why an invoice had been rendered, when the work had not been completed. I was told by both agents yesterday that the tenant asked the landlord to provide an invoice to her so she could take the invoice to WINZ for payment.

25. Scope Works NZ Limited has the same directors as Pro Edge Property Management Limited. I have serious concerns about any company rendering invoices for work that has not yet been done so a tenant can request a government organisation to pay those invoices.

26. Having heard all the evidence I am left with the view that this invoice was rendered solely for the purposes of supporting this claim, and to mislead the Tribunal into understanding that the work had been completed when in fact it had not been. I am of the firm view that had I not partly heard the other tenant's claims I would not have been aware that the work in the invoice had not completed. I found the landlord's evidence inconsistent and evasive in respect of the invoice and whether the work had been done or not.

27. I therefore dismiss this claim for the following reasons:

    a. I find that the invoice was rendered for work that was not done. It is false and misleading in that it purports that work has been done when that work has not been done.

    b. Even though the tenant accepted that there was some damage caused, I am not satisfied that the tenant is responsible for the replacement of the carpet. The ingoing inspection reports show a carpet that is aged and stained, especially in the hallway.

    c. I consider it more than likely that the landlord accepted a payment of $412.50 for the damage caused by the tenant to remedy the breach as full

settlement, because the damage incurred in 2022 and in 2024 when the tenancy ended the bond was refunded in full.

d. The landlord has not suffered any loss. They have not replaced the carpet and have rented the property out for higher rent than Ms Dixon paid.

28. The landlord sought name suppression. As the landlord has been unsuccessful in its claim then I do not grant name suppression. Given my findings that the landlord submitted false and misleading evidence, and told me that they had given the tenant an invoice for work that had not been completed so she could obtain funds from WINZ, I consider that the names of the parties and the name of the company who rendered the invoice should be made public.

T Prowse
12 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 for the payment of less than $1000
- a final order to undertake work worth 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.