TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: Compass Property Management Limited As Agents For Zhilin Zheng & Daguang Sun

Landlord

RESPONDENT: Natalia Bishop, Alaina Bishop

Tenant

TENANCY ADDRESS: 3 Kiwi Place, Pukekohe, Pukekohe 2120

ORDER

1. Natalia Bishop and Alaina Bishop must pay Compass Property Management Limited As Agents For Zhilin Zheng & Daguang Sun $101.49 immediately, calculated as shown in table below.
2. The Bond Centre is to pay the bond of $1,756.50 (3283100-012) to Compass Property Management Limited As Agents For Zhilin Zheng & Daguang Sun immediately.

Description	**Landlord**	**Tenant**
Insurance excess for carpet	$1,650.00	
Repairs: Bedroom door	$179.99	
Filing fee reimbursement	$28.00	
Total award	**$1,857.99**	
Bond	$1,756.50	
Total payable by Tenant to Landlord	**$101.49**	

Reasons:

1. The landlord attended the hearing. The tenant did not.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.
3. As the applicant, the landlord must prove their claim to the civil law standard of proof, on the balance of probabilities.

Is the tenant responsible for damage that occurred during the tenancy?

The law

4. 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 the did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission.[1]

Carpet

5. The landlord claims the tenant is responsible for damaging the carpet in three bedrooms. The landlord did not submit a copy of the entry inspection report and claims this was lost when the property management company changed software. The landlord submitted photographs taken during a routine inspection on 1 September 2024. Furniture is present in the bedrooms however, no stains are apparent. The landlord gave evidence the carpet was not stained at the beginning of the tenancy. In the absence of any evidence to the contrary, the Tribunal is entitled to take the landlord's version of events.
6. The landlord submitted photographs taken at the end of the tenancy. The carpet in all three bedrooms is in a very poor condition. There are large stains and it does not appear to have been cleaned at all.
7. On the balance of probabilities, I find the carpet was stained during the tenancy. The damage is beyond fair wear and tear, and the tenant has not disproved liability.
8. I accept the landlord's evidence that the extent of the staining was such that replacement was the only option. There are many stains, which are large in size and bright in colour.
9. The landlord filed a claim with their insurer, which was accepted. The landlord has had to pay an excess of $1,650.00 ($550.00 per bedroom) and seeks to

[1] Residential Tenancies Act 1986, sections 40(2)(a), 41 and 49B.

recover this cost. The actual cost to replace the carpet was $3,230.00. Because the landlord only seeks the excess, there is no need to a deduction for betterment and depreciation.

10. The landlord's claim for compensation is granted for $1,650.00.

Door

11. The landlord claims the door to bedroom 1 was also damaged during the tenancy. The landlord submitted a photograph of the door taken at the end of the tenancy, which shows a relatively large patch repair has been attempted. In the absence of any evidence to the contrary, I accept the landlord's evidence that the door was not in this condition at the beginning of the tenancy. On the balance of probabilities, I find the door was damaged during the tenancy. The damage is beyond fair wear and tear, and the tenant has not disproved liability.
12. The landlord submitted an invoice for $179.99 to repair the door.
13. The landlord's claim for compensation is granted for $179.99.

Filing fee

14. Because Compass Property Management Limited As Agents For Zhilin Zheng & Daguang Sun has wholly succeeded with the claim I must reimburse the filing fee.

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15 December 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.