TENANCY TRIBUNAL AT REMOTE LOCATION | TE TARAIPIUNARA RETIHANGA

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Peng Zhou

Tenant

TENANCY ADDRESS: [Tenancy address suppressed]

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Peng Zhou to pay [The landlord/s] $5,524.00 from the bond, calculated as shown in table below.
3. The Bond Centre is to pay the bond of $7,500.00 ([Bond number suppressed]) immediately apportioned as follows:

[The landlord/s]:	$5,524.00
Peng Zhou:	$1,976.00

Description	**Landlord**	**Tenant**
Cleaning: Blinds	$434.00	
Cleaning: Curtains and blind	$401.00	
Cleaning	$690.00	
Insurance excess on carpet	$3,000.00	
Repairs: Walls	$971.00	
Filing fee reimbursement	$28.00	
Total award	**$5,524.00**	
Bond	$5,524.00	$1,976.00

Reasons:

1. Both parties attended the remote hearing on 15 December 2025.
2. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy. The tenant has applied for release of their bond and reimbursement of the filing fee.
3. The tenancy commenced on 13 January 2023 and ended on 28 August 2025.

The Law

4. The relevant law applying to this matter is found in the Residential Tenancies Act 1986 ("RTA").
5. As with any claim before the Tenancy Tribunal, the Tribunal applies the usual civil law standards and expectations. That includes a requirement that the applicants (in this case essentially the landlord), establish their claims on the balance of probabilities. I refer to the landlord as carrying the burden of proof, as the tenant's bond is deemed to be tenant's money until such time as the landlord has proven otherwise.
6. The balance of probabilities means more likely than unlikely, or in mathematical terms, has a fractionally more than 50% likelihood. The Tribunal does not need to be certain or very sure about any claim, only that what is claimed is more likely than not. This obligation carried by the landlord is referred to as the "burden of proof." Independent witnesses, corroborating documents and photographs are an important part of discharging this burden.
7. As noted by the District Court in *Kaipo* v *Clarke* (DC) TT 233/02, in practical terms this means that;

   "Like anyone who brings an application before a Tribunal or 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."
8. The parties provided extensive documentation to the Tribunal. Not all that evidence is referred to in this decision; however, the parties are assured that all evidence has been considered.

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

9. Landlords are required to provide the premises to the tenant at the start of the tenancy in a reasonable state of cleanliness (see s 45(1)(a) RTA). Tenants must keep the premises reasonably clean and tidy during the tenancy, and they must return them in a reasonably clean and tidy state and remove their rubbish at the end of the tenancy (ss 40(1)(c) and (e)(iii) RTA).

10. In *Ace Property Management v Owens* (DC Wellington, CIV-2008-085-14441, 17 December 2008) the District Court said:

> *A tenant's obligation pursuant to the Act to leave a property in a "reasonably clean and reasonably tidy condition" does not mean that it will necessarily be up to a standard that a landlord may consider for a new tenant. It is a mistake for landlords to confuse those two matters.*

11. The RTA does not require the premises to be provided or returned in a spotless or an immaculate condition. The standard is based on what an average bystander would consider reasonable; not on the subjective opinions of the landlord and tenant. There is no scientific way to determine what is reasonably clean and tidy, and the Tribunal must evaluate the evidence available, and in particular inspection reports and photographs.

12. The standard will vary according to the age and condition of the premises: the better the premises, the higher the standard. The weekly rent and the photos provided by the landlord would suggest that the premises were of a high standard. Surfaces that are new and in a good condition will be easier to clean than older and worn surfaces, particularly painted surfaces. Generally, tenants are not required to return premises any cleaner than they were at the start of the tenancy (*Westwood v Western,* DC Otahuhu, TT 2539/93 and 2540/93, 4 November 1994).

Blinds

13. The landlord says that the blinds were not clean. An invoice was provided for the cleaning of two honeycomb blinds and two three drop curtains. The invoice is for $434.00. The landlord suggested that the issue was connected to the HRV system not working and that the tenant's had failed to inform them that it was not working. The tenant's evidence was that despite being shown by the landlord how the system operated, they were unable to operate it and the power costs for the premises were substantial. They would not have been able to afford a higher power costs in the event that the HRV system was operational.

14. The landlord provided a pre-tenancy condition report for the premises which included photos. Those photos show that the premises including blinds and curtains, were in very good condition at the commencement of the tenancy.

15. The landlord also provided photos of the premises from the end of the tenancy. The photos provided indicate that it was more likely than not that the blinds and

curtains had not been left reasonably clean. The claim is proven. The tenant is to pay $434.00 to the landlord.

16. The landlord also seeks compensation for cleaning of two curtains and a blind. An invoice for $401.00 was provided for cleaning as well as photos in support of the claim. For the reasons previously given above, I accept that the claim is proven and is reasonable.

Cleaning

17. The landlord says that the house was not left reasonably clean and tidy and has provided an invoice for $1,495.00 for cleaning. The sole requirement under the RTA is for tenant to leave the premises reasonably clean and tidy. As the tenant indicated at the hearing, that standard may mean different things to different people. The only evidence provided to assist the Tribunal in considering this issue are the photos provided by the landlord. The tenant's evidence consisted of saying that they thought the premises were left reasonably clean and tidy.

18. The invoice records that the cleaner spent 26 hours cleaning. I have reviewed the photos provided by the landlord. I accept that the photos show that some cleaning was required to bring the premises to the standard required by the RTA. In my view, a reasonable sum to reach that standard would be $690.00. That provides for 1.5 days cleaning. The tenant is ordered to pay $690.00 in compensation.

Is the tenant responsible for the damage to the premises?

19. 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.

20. Where the damage is careless, and occurs after 27 August 2019, section 49B RTA applies. If the landlord becomes aware of the damage after 27 August, the damage is presumed to have occurred after that date unless the tenant proves otherwise.

21. Where the damage is caused carelessly, and is covered by the landlord's insurance, the tenant's liability is limited to the lesser of the insurance excess or four weeks' rent (or four weeks' market rent in the case of a tenant paying income-related rent). See section 49B(3)(a) RTA.

22. Where the damage is careless and is not covered by the landlord's insurance, the tenant's liability is limited to four weeks' rent (or market rent). See section 49B(3)(b) RTA. Where insurance money is irrecoverable because of the tenant's

conduct, the property is treated as if it is not insured against the damage. See section 49B(3A)(a) RTA.

23. Tenants are liable for the cost of repairing damage that is intentional or which results from any activity at the premises that is an imprisonable offence. This applies to anything the tenant does and anything done by a person they are responsible for. See section 49B(1) RTA.

24. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose. Damage is also intentional where a person does something, or allows a situation to continue, knowing that damage is a certainty. See *Guo v Korck* [2019] NZHC 1541.

25. The following damage was caused during the tenancy;

Carpet.

26. The bedroom carpet was installed in 2017 and so was approximately 9 years old. The remainder of the carpet throughout the house was approximately 15 years old.

27. The landlord provided evidence of an iron burn, paint marks, red soft drink stains and coffee like stains on the carpets. The landlord attempted to have them spot cleaned professionally. That was not successful. The iron burn had melted the carpet fibre.

28. The landlord explained that the depreciated value of the claim was $8,330.29. They received that sum, less the excess on the policy of $3,000.00. The excess is incurred in relation to each of the four rooms claimed on. The landlord wishes to be reimbursed for $3,000.00 excess.

Wall repairs

29. The landlord seeks compensation for damage to the walls. The landlord said that upon leaving the house the tenants have removed pictures from the walls. During the removal both paint and plaster has been damaged. The landlord provided an invoice for $971.00 for repairs. The pre-tenancy photos provided by the landlord show that the premises were in good condition. The exit photos show areas of damage as explained by the landlord in the sitting room, kitchen/living area, entrance and stairwell.

30. The damage is more than fair wear and tear, and the tenant has not disproved liability for the damage. The tenant is ordered to pay the $3,000.00 insurance excess and $971.00 for the repairs.

Plumber

31. The landlord seeks compensation for plumber costs. The plumber was required as the sink had become blocked. Insufficient supporting evidence was provided. The issue may well have resulted from fair wear and tear in the ordinary use of the premises. The claim is dismissed.

32. As [The applicant/s] has substantially succeeded with the claim I have ordered the tenant to reimburse the filing fee.

33. Both parties applied for name suppression. The landlord has been substantially successful in this hearing and suppression of the landlords' names and details is ordered. The tenant has not been wholly or substantially successful in this hearing and the tenant's application for name suppression is dismissed.

S Young
17 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.