[2026] NZTT 5496290, 5510661

TENANCY TRIBUNAL AT CHRISTCHURCH | TE TARAIPIUNARA RETIHANGA KI ŌTAUTAHI

APPLICANT: Tianyi Pang, Wei Pang

Tenant

RESPONDENT: Birds Nest Property Management Limited As Agent For Mr And Mrs Adam And April Hastilow

Landlord

TENANCY ADDRESS: 18 Ranger Street, Mairehau, Christchurch 8052

ORDER

1. Tianyi Pang and Wei Pang to pay Birds Nest Property Management Limited As Agent For Mr And Mrs Adam And April Hastilow $243.00 from the bond, calculated as shown in table below.

Description	**Landlord**	**Tenant**
Cleaning	$75.00	
Rubbish removal	$168.00	
Total award	**$243.00**	
Bond	$243.00	$2,117.00

2. The Bond Centre is to pay the bond of $2,360.00 (BN-00070120) immediately apportioned as follows:

Birds Nest Property Management Limited As Agent For Mr And Mrs Adam And April Hastilow:	$243.00
Tianyi Pang and Wei Pang:	$2,117.00

3. All other claims are dismissed.

Reasons:

1. Both parties attended the hearing.
2. The tenant has applied for refund of the bond. The tenant also alleged that the landlord attempted to claim a letting fee.
3. The letting fee claim related to a discussion an employee of the landlord had with a friend of the tenant. There was no direct evidence of the landlord trying to claim a letting fee from this tenant. The claim is dismissed.
4. The landlord has applied for compensation, refund of the bond, and reimbursement of the filing fee following the end of the tenancy.

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

5. 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.
6. The landlord claims that the tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The tenant accepts the claim for rubbish removal.
7. The tenant engaged a cleaner recommended by the landlord. The tenant agreed to pay $200 and expected to the premises to be at the standard the landlord expected. During the cleaning process the landlord's representative began engaging directly with the cleaner, asking for additional tasks to be done. The cleaner (not the landlord) communicated with the tenant and said that the tenant would pay her the $200 and she would "do the rest through [the landlord]".
8. The landlord now claims a further $245.00 from the tenant for cleaning. The landlord provided photographs which it says show the extra cleaning work required. The tenant says the photographs are from before his portion of the cleaning was complete. The landlord also provided an email to the cleaner with a list of additional cleaning items. There is little overlap between the photographs and the email.
9. The landlord has the onus of establishing that additional cleaning was required after the cleaner had completed her cleaning for the tenant. Having reviewed the photographs and contemporaneous emails, I find that some extra cleaning was required, but not to the extent claimed. I award $75.00 for cleaning.

Is the tenant responsible for the damage to the premises?

10. 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.

11. The landlord claims that the living room ceiling was damaged during the tenancy. It claims $776.25 for repairs that have not been carried out. There is some evidence of paint chips or scuffs on the ceiling, shown on close up photographs, at the end of the tenancy. The marks are not evident in in-going photographs or routine inspection photographs taken at a usual distance during the tenancy. There is no evidence of the tenant having stuck or blu-taked anything to the living room ceiling during the tenancy.

12. The landlord has not established that it is more likely than not that the tenant has caused damage to the living room ceiling that is more than fair wear and tear. The landlord has not established that it is more likely than not that it has suffered the loss claimed.

13. The claim for painting is dismissed.

14. As each party was partially successful, I have not awarded reimbursement of either application fee.

R Morgan
15 July 2026

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.