

**BETWEEN**

**AFB**

APPLICANT

**AND**

**ZUU**

RESPONDENT

Date of Order: 26 June 2013

Referee: Referee Eyre

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**ORDER OF THE DISPUTES TRIBUNAL**

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**The Tribunal hereby orders that ZUU is to pay AFB the sum of \$691.50 by 5 pm on Friday 11 July 2013.**

## **Facts**

[1] On 24 February 2013, AFB had her father's dog on a leash at a Department of Conservation campsite when it was bitten by ZUU's dog. The bite occurred as a result of a spontaneous dog fight, arising when AFB's dog was on a leash and ZUU's dog was not. AFB's dog was bleeding profusely from the bite and was taken to the nearest vet for urgent treatment.

[2] AFB has filed this claim for \$691.50, which is the cost of the vet's bills, as she considers ZUU liable to reimburse her for those costs. AFB did not attend the hearing of this claim.

## **Issues**

[3] The issues I am required to determine are as follows:

- (i) Did ZUU's dog cause damage to AFB's dog?
- (ii) If so, what amount is ZUU required to pay to AFB in accordance with the law of negligence and the Dog Control Act 1996?

## **Decision**

*Did ZUU's dog cause damage to AFB's dog?*

[4] The law of negligence requires dog owners to ensure that their dog does not cause damage to others. This requirement is reiterated and refined in the Dog Control Act 1996, which specifically states that if a dog causes damage its owner is liable.

[5] AFB explained in her verbal evidence that her father's dog, which she was looking after at the time, was bitten by ZUU's dog. She has also described the injury suffered by the

dog and the need for urgent veterinary treatment. This evidence was supported by a photograph of the injured dog; two vets' bills; the dog's clinical history, and a written statement from AFB and a friend who she was camping with at the time.

[6] AFB's friend, TR, stated that he spoke to ZUU after the incident and that ZUU told TR he would pay for the vet's bills.

[7] AFB also advised the Tribunal that she had complained to the Animal Control officer and they advised her and ZUU that ZUU was responsible for paying the vets' bills.

[8] AFB's evidence is undisputed by ZUU, as ZUU has provided no evidence at all in respect of this claim. Accordingly, for that reason and given the corroboration of AFB's evidence by her friend, and the vets' bills, clinical history and photographs, I accept her evidence and find that ZUU's dog caused damage to AFB's dog.

*If so, what amount is ZUU required to pay to AFB in accordance with the law of negligence and the Dog Control Act 1996?*

[9] The law of negligence and the Dog Control Act 1996 both require ZUU to pay for damage caused by his dog. It is expected that any costs he is required to pay be reasonable and consistent with the damage caused.

[10] AFB's claim is only for the actual vet costs and she has provided two invoices to establish these costs, including an itemised summary of the treatment the dog received. The costs are:

|  |                  |
|--|------------------|
| [Veterinary clinic] invoice dated 25 February 2013                   | \$633.00         |
| Invoice dated 26 February 2013 for re-assessment of wound and collar | <u>\$ 58.50</u>  |
| <b>Total</b>   | <b>\$ 691.50</b> |

[11] I consider that these costs are reasonable and directly attributable to the bite by ZUU's dog. These costs are also undisputed by ZUU. Therefore, I accept these costs and find that ZUU is required to pay them in full.