

**BETWEEN**

**BZ LIMITED  
APPLICANT**

**AND**

**YA  
RESPONDENT**

Date of Order:

12 December 2014

Referee:

Referee Perfect

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**ORDER OF THE DISPUTES TRIBUNAL**

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**The Tribunal hereby orders that YA is to pay the sum of \$4,945.00 directly to BZ Limited on or before Friday 9 January 2015.**

### **Facts**

[1] YA engaged BZ Limited to carry out painting at a rental property as he had been a long-time friend of BZ Limited's director's wider family. There was an on-site meeting before work started with a conversation about the work to be done but nothing was recorded in writing.

[2] Unfortunately the two men have quite different accounts about what the extent of the work was to be for the agreed price of \$5,000.00 + GST. BZ Limited has said that all the agreed work has been done (the preparation and painting of interior walls and ceilings of the two level rental property). It has invoiced \$4,945.00 (including a \$700 + GST discount) and has not been paid anything to date by YA.

[3] YA says that the price was to include all the interiors in the two-level rental property, all windows and frames, the inside of the garage, as well as the exterior of his own (two-level) residence and a gazebo.

[4] As the scope of work is disputed and there is no evidence that can resolve this disagreement as to scope, the dispute will be looked at as effectively one of price regarding the work that was actually done. The relevant law is the Consumer Guarantees Act 1993 which guarantees that the consumer will not be liable to pay more than a reasonable price in the absence of an agreement.

### **Issues**

[5] The issues to determine are:

- a. Is the amount invoiced by BZ Limited reasonable for the work done?
- b. What amount is YA liable to pay?

*Is the amount invoiced by BZ Limited reasonable for the work done?*

[6] I find that the price charged by BZ Limited is reasonable for the amount of work done. YA has produced no alternative quotations from either before or after BZ Limited's job to provide a comparison of price. He has provided a quotation from a third party for the exterior

painting of his own house, which he said was to be part of the job, for \$1,360 + GST. That would be a significant portion of the total contract price for just one of the 'extra' components that YA contends was missing from the work done.

[7] BZ Limited showed an email at the hearing from a quantity surveyor stating that the usual price allowed for painting walls and ceilings is \$15-\$18 per sqm (of the wall and ceiling surface) and this does not include doors or timber joinery. The ceilings are roughly equivalent in surface area to the floor area of the property which is 182 sqm. The price for the ceiling surface area alone at 15 per sqm is therefore \$2,730 +GST, or \$3,139.00. The surface area of the walls of each room will be significantly more than double the floor area of each room, leaving \$5,000 +GST looking like a relatively low price for the work performed by BZ Limited.

[8] Given the above, I also find it highly likely that even if YA thought there were other areas to be included, the price provided by BZ Limited was only for the work they say it was, and that is the work that was actually done. The price is consistent with BZ Limited's version of events.

[9] Even if the garage is included in the 'interior walls and ceilings' floor area, I note that BZ Limited has discounted the price by more than \$700 already and make no deduction for that from the invoiced amount.

*What amount is YA liable to pay?*

[10] I find that, for all the above reasons, YA is liable to pay the invoiced amount of \$4,945.00