

**BETWEEN**

**CV**  
APPLICANT

**AND**

**XE**  
RESPONDENT

Date of Order:

13 October 2015

Referee:

Referee Ashcroft

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**ORDER OF THE DISPUTES TRIBUNAL**

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**The Tribunal hereby orders that XE is to pay CV the sum of \$2,350.00 by 30 October 2015.**

### **Facts**

[1] On 17 May 2015 CV was driving on A Road in B when he had to stop behind a car that was stopped in the road in front of him. XE was travelling behind CV and collided with the rear of his vehicle. CV's vehicle was badly damaged. Neither young man was insured. The Police attended the crash and XE was issued with an infringement notice.

[2] In the Tribunal CV claimed \$3,000 from XE being the cost of his vehicle which was written off and his transport costs.

### **Issues**

[3] The issues are:

- a. Did XE fail to stop in the length of lane visible to him? and
- b. If so; are the costs claimed reasonable?

*Did XE fail to stop in the length of lane visible to him?*

[4] The relevant law is the law of negligence. Negligence concerns the duties that one person owes another to take care. The standard of care required is that of a reasonable prudent driver. Drivers must take care not to drive in a manner that causes damage to another vehicle.

[5] The Land Transport (Road User) Rule 2004 explains the rules that all drivers in New Zealand must abide by. Rule 5.9 provides for stopping and following distances; (1) a driver must not drive a motor vehicle in a lane marked on a road at such a speed that the driver is unable to stop in the length of lane that is visible; (3) A driver must not drive a vehicle following behind another vehicle so that the driver cannot stop their vehicle short of the vehicle ahead even if the vehicle ahead stops suddenly.

[6] I have had regard to XE's evidence that he was heading towards C and not speeding, that he saw the brake lights of the car that was stopped, and CV braking but was unable to stop behind CV's vehicle and his vehicle went under CV's.

[7] XE collided with the rear of CV's vehicle. In doing so he failed to stop in half the length of the lane visible to him and failed to stop short of the vehicle in front.

[8] I find that XE breached his duty of care; he was negligent.

*Are the costs claimed reasonable?*

[9] If one person breaches a duty that they owe to another and causes damage to the other's property as a result, then the person who has breached the duty is liable to pay the cost of putting the other person back in the position they would have been in had the damage not occurred.

[10] The estimate to repair CV's vehicle was \$3,657.00. CV's vehicle a 1995 Ford Laser which had travelled 73,000km had been purchased three months earlier for \$2,500.00.

[11] I have had regard to XE's evidence of Trade Me listings for what he said were similar vehicles for sale for between \$700.00 and \$1,500.00. I note however that those vehicles had twice, sometimes three times, as many kilometres travelled and would be worth less. I place less weight on that evidence than the letter produced by AA who sold the vehicle to CV for \$2,500.00 on 23 February 2015. Making a slight adjustment for the three months since the purchase, I fix the pre-accident value of CV's vehicle at \$2,350.00.

[12] Additionally CV sought transport costs. However no evidence was produced in respect of those costs and that is refused.

[13] I find the losses of \$2,350.00 established and reasonable.

[14] XE is to pay CV \$2,350.00.