



(Disputes Tribunal Act 1988)
ORDER OF DISPUTES TRIBUNAL

[2024] NZDT 4

APPLICANT **GU**

APPLICANT **OG**

RESPONDENT **T Ltd**

The Tribunal orders:

1. The claim is dismissed.

Reasons:

1. In 2022, GU and OG contacted T Ltd regarding damage to their kitchen cabinets, which had been installed by the company in 2020 for \$18,500. Specifically, the veneer laminate on some of the cabinet doors had begun to ripple and lift. GU and OG requested that the issue be repaired under warranty. Upon inspection, T Ltd determined that the damage had been caused by water or moisture exposure and was therefore not covered by the warranty. The company denied the warranty claim. The parties dispute whether the damage is attributable to a manufacturing defect covered by warranty or to moisture beyond the warranty's scope.
2. GU and OG claim \$4,000 for the repairs to the kitchen cabinet doors.
3. The issues to determine are as follows:
 - a) Are the cabinet doors of acceptable quality?
 - b) Are they fit for purpose?
 - c) Was there a reasonable opportunity to remedy?
 - d) Are GU and OG entitled to all or any of the \$4,000 that is claimed?
4. In a civil claim such as this, the burden of proof is on the applicant to prove their claims on a balance of probabilities. Although I have reviewed all the parties' evidence and submissions, I have only referenced what I find necessary to give context to my decision.

Are the cabinet doors of acceptable quality?

5. The Consumer Guarantees Act 1993 (CGA) implies guarantees into contracts for the supply of goods and services of a kind ordinarily acquired for personal, domestic, or household use. Under sections 6 and 7 of the CGA a guarantee is provided that goods are to be of acceptable quality. The CGA defines acceptable quality as goods that must be fit for use in terms of their normal purpose, be free of minor defects, durable, safe and of acceptable appearance and finish.

6. GU pointed to issues with some of the kitchen cabinet doors. The veneer was rippling and lifting in parts. This was not happening to all the doors, just some.
7. The kitchen was only around 18 months old when issues arose. As it was newly installed, GU felt the damage should be covered under warranty. She said the doors were not fit for purpose for regular kitchen use.
8. Mr T inspected one of the damaged doors. He agreed there was rippling. The affected doors were near the sink and lower cabinets, plus the pantry. After reviewing, he found the damage was from water exposure.
9. GU cleaned the kitchen regularly, wiping the doors every couple weeks. She used a damp cloth and polish. She did not use excessive water. She disagreed that or moisture caused the damage.
10. OG felt the veneer materials were weak, making the doors unacceptable. He said there was no water damage to the cabinets or floor. If there was, the floor would show damage too.
11. Ms E of T Ltd said the issue was the adhesive that attaches the veneer laminate on the door, they found there was swelling, which can only happen from exposure to water or moisture. The door brought in had clear swelling and water stains. She noted only the lower doors were affected, not upper ones by water or moisture damage. The affected doors were near the sink and oven areas.
12. Mr F of OQ Ltd that manufactures the adhesive product for the lamination used on the cabinet doors, agreed that there was 'substrate swelling due to excessive water from spills, splashes and cleaning'.
13. The Respondents offered to make repairs at cost but said the warranty did not apply given exposure of the doors to water or moisture damage.
14. The parties disagreed on the damage cause. There clearly is damage, which they agree on. The issue I accept is the laminate adhesive that was used on the doors. I am satisfied on the balance of probabilities that there was moisture or water which over time is likely to have caused the damage. I find that the defects do not seem to be from the failure of the materials used on the cabinet doors.
15. I am not satisfied that the applicants have been able to sufficiently prove their claim.
16. The claim is dismissed.

Referee: D Aloffivae

Date: 5/1/2024



Information for Parties

Rehearings

You can apply for a rehearing if you believe that something prevented the proper decision from being made: for example, the relevant information was not available at the time.

If you wish to apply for a rehearing, you can apply online, download a form from the Disputes Tribunal website or obtain an application form from any Tribunal office. The application must be lodged within 20 working days of the decision having been made. If you are applying outside of the 20 working day timeframe, you must also fill out an Application for Rehearing Out of Time.

PLEASE NOTE: A rehearing will not be granted just because you disagree with the decision.

Grounds for Appeal

There are very limited grounds for appealing a decision of the Tribunal. Specifically, the Referee conducted the proceedings (or a Tribunal investigator carried out an enquiry) in a way that was unfair and prejudiced the result of the proceedings. This means you consider there was a breach of natural justice, as a result of procedural unfairness that affected the result of the proceedings.

PLEASE NOTE: Parties need to be aware they cannot appeal a Referee's finding of fact.

Where a Referee has made a decision on the issues raised as part of the Disputes Tribunal hearing there is no jurisdiction for the District Court to reach a finding different to that of the Referee.

A Notice of Appeal may be obtained from the Ministry of Justice, Disputes Tribunal website. The Notice must be filed at the District Court of which the Tribunal that made the decision is a division, within 20 working days of the decision having been made. There is a \$200 filing fee for an appeal.

You can only appeal outside of 20 working days if you have been granted an extension of time by a District Court Judge. To apply for an extension of time you must file an Interlocutory Application on Notice and a supporting affidavit, then serve it on the other parties. There is a fee for this application. District Court proceedings are more complex than Disputes Tribunal proceedings, and you may wish to seek legal advice.

The District Court may, on determination of the appeal, award such costs to either party as it sees fit.

Enforcement of Tribunal Decisions

If the Order or Agreed Settlement is not complied with, you can apply to the Collections Unit of the District Court to have the order enforced.

Application forms and information about the different civil enforcement options are available on the Ministry of Justice's civil debt page: <http://www.justice.govt.nz/fines/about-civil-debt/collect-civil-debt>

For Civil Enforcement enquiries, please phone 0800 233 222.

Help and Further Information

Further information and contact details are available on our website: <http://disputestribunal.govt.nz>.