



(Disputes Tribunal Act 1988)  
**ORDER OF DISPUTES TRIBUNAL**

**[2024] NZDT 2**

**APPLICANT**      **HT**

**RESPONDENT**    **Q Ltd**

**APPLICANT'S**    **DM Ltd**  
**INSURER**  
(if applicable)

**The Tribunal orders:**

1. The claim is dismissed.
2. In terms of the counterclaim HT is to pay Q Ltd \$1,552.50 on or before 5.00pm on 2 February 2024.

**Reasons:**

1. HT decided to use Q Ltd for cleaning after she was the victim of a ram raid. When she later received an invoice from Q Ltd for \$1,552.50, HT disputed the total amount charged as well as the number of hours allegedly worked by the cleaning crew.
2. HT claims \$1,086.75. The applicant's insurer DM Ltd did not attend the hearing.
3. Q Ltd filed a counter claim seeking payment of its invoice for \$1,552.50.
4. The issues to determine are as follows:
  - a) What are the relevant terms of the contract?
  - b) Did Q Ltd overcharge HT for its cleaning services?

**What are the relevant terms of the contract?**

5. A contract is formed when both parties decide to exchange something of value, creating an obligation to perform a particular duty which is legally enforceable. The terms of a contract define the rights and obligations of the parties.
6. HT said that she had engaged the services of Q Ltd through a friend who worked for the company. At the time, the parties did not actually talk about the cost or about a quote to be issued, given the urgency for the job with the ram raid. The job was simply that she needed to have cleaners assist cleaning up.



7. Q Ltd confirmed that there had been no agreement or discussion about the price for the job and no quote was given. The witness MD gave evidence that he had asked the contact that HT went through to confirm if she was happy to go ahead with without a quote and she agreed.

**Did Q Ltd overcharge HT for its cleaning services?**

9. A breach of a contract arises when one party has failed to perform their obligations under the contract. In order to make a successful claim for breach of contract the applicant must prove that a term of the contract has been broken and that there is financial loss suffered as a result of that breach.
10. HT acknowledges that she was willing to pay for cleaning services after the ram raid, but disputes the amount charged. She expected one cleaner to attend and that she would be charged \$30.00 - \$40.00 per hour.
11. However, she was charged about \$75.00 per hour and there were more than two workers, increasing the price. HT believes this was unfair, and her insurer also thought it was expensive.
12. HT argues the scope did not require 18 hours, as her husband helped clean so not much more was needed. Certainly not the amount of hours charged.
13. Q Ltd said whilst the price had not been discussed, the job had been completed as per HT's husband's instructions who was on site. There was a delay as Police had to complete their work at the scene before they could access the site to clean. So, they were waiting at the site outside for a while. They provided a deep clean service with staff brought in urgently from different areas.
14. After the job, they issued the invoice and sent payment reminders. Initially HT said insurance would cover it. When insurance declined, she disputed the invoice as overcharged.
15. The parties differ in their views. On the evidence, I am not satisfied HT has proven overcharging for the services that was provided. Given the urgent situation, she is liable to pay the full amount. She had a responsibility to inquire about costs and services beforehand and failed to do so.
16. I accept Q Ltd's explanation for the length of the job and the need for multiple workers. Given the urgent situation, more labour was required than a typical cleaning task. As HT and her husband were present during the job, they had a fair chance to voice any concerns but did not. I find the respondents account reasonable based on the circumstances.
17. I find that HT claim is dismissed.
18. HT is to pay Q Ltd \$1,552.50.

**Referee: D Alofivae**  
**Date: 5 January 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>.