



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

**[2023] NZDT 525**

**APPLICANT      LI**

**RESPONDENT    T Ltd**

**The Tribunal orders:**

The claim is dismissed.

**Background**

1. LI lives in [Town 1].
2. On 9 August 2023, LI arrived at [City 1] airport from overseas travel. He was planning to fly to [City 2] for several days before returning [Region].
3. He had a large and heavy bag with him from his overseas trip that he did not need to take to [City 2].
4. T Ltd own and operate storage lockers at the [City 1] airport. The lockers are unmanned and use an automated system. Customers use a screen to select an empty locker, chose a code for the lock, and pay.
5. LI submitted that he followed the process on the screen and placed his bag into locker number 8.
6. He returned to [City 1] on 13 August. He attempted to retrieve his bag from locker 8, but the system did not recognise his pin number.
7. He was able to locate a staff member, who telephoned EN. The staff member was able to open the locker, but LI's bag was not inside.
8. LI's bag was at the airport Lost & Found.
9. LI was due to fly back to [Town 2]. It was a Sunday and the Lost & Found was not open. LI caught his flight and returned home.
10. LI was able to book the bag onto a [Airlines] flight from [City 1] to [Town 3]. EN took the bag from Lost & Found to [Airlines] for check in.
11. LI collected the bag from [Town 3] Airport on 15 August.

12. LI's claim seeks the cost of transporting the bag from [City 1] to [Town 3], other related costs, and compensation for stress and inconvenience.
13. The hearing took place by phone on 2 October 2023. Both parties attended the hearing. EN represented T Ltd.

### Findings

14. LI's claim is brought on the basis that the locker was faulty.
15. LI submitted that EN stated that this locker had been "playing up" when he and the staff member spoke with EN on the phone on 13 August.
16. EN submitted that:
- a. The locker is not faulty. There were no known problems with the locker prior to LI using it. It was used immediately after LI, and it has continued to be used since then without any issues being reported. He denies saying to LI that the locker was faulty.
  - b. No payment was processed when LI attempted to use the locker. The reasons for this are not known. This means that LI's transaction did not proceed.
  - c. LI was able to put his bag into locker 8 because the previous user must not have closed the door properly after removing his or her bag. The system does not know whether the door has been closed properly. It shows the locker as being available if the process for collection is completed by the previous customer entering their code.
  - d. EN's theory as to how LI's bag came to be at Lost & Found is:
    - i. Locker 8 would have shown as available to a subsequent customer because LI's transaction was not completed.
    - ii. On 10 August, a subsequent customer selected and paid for locker 8. That person would have found LI's bag in there.
    - iii. That person has removed LI's bag, and it has ended up at Lost & Found.
17. My findings are:
- a. On the evidence available to me, it is unlikely that the problem was caused by a fault with locker 8. I accept EN's statement that there is no evidence of any previous faults with locker, and that the locker has been in continuous use since LI used it without any indication of any fault or problem. It is disputed and not proven that EN told LI that this locker had been faulty.
  - b. The fact that LI's attempt at payment was unsuccessful explains why LI's code did not work and why the locker showed as being available to the next customer.
  - c. LI was able to put his bag in locker 8, and the only explanation for this is if the door was not closed by the previous customer. EN submitted that this happens sometimes, and (as noted above) the system does not know whether the locker door has been shut after the customer collects his or her bag. LI would have noticed if the locker door had been wide open. However, it is possible that the door may have been 'pushed to' but not properly closed, in which case LI may not have noticed it but would have been able to open it without it being unlocked in the usual way after the customer pays.

18. On the balance of probabilities, my finding is that the fact that the locker was still showing as empty and available (which ultimately led to LI's bag ending up at the Lost & Found rather than remaining in the locker) was most likely a consequence of the failed payment rather than any fault / defect in the locker.
19. T Ltd has not breached any legal duty that it owed to LI, and it is not liable for the costs that LI has incurred.
20. The claim must be dismissed.

**Referee: Nicholas Blake**  
**Date: 10 October 2023**



## 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>.