



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

District Court

[2023] NZDT 351

APPLICANT SQ

RESPONDENT UI

**The Tribunal orders:**

**Please email both parties this order. Both parties requested email address remain confidential for security reasons. They are not entered on this order.**

1. This claim is dismissed.

**Reasons**

1. SQ and UI were in a short-term relationship during 2021. In that time a boat was purchased by UI. SQ agreed to provide UI a loan of \$6,000 to purchase the boat. The understanding of the verbal agreement was the loan would be repaid when UI finished her tertiary studies.
2. SQ claims \$11,811.01 is owed to him by UI for purchases and services made for UI's boat, on UI's behalf, during the time of their relationship. He claims all purchases and services were a loan and he seeks recovery of that loan.
3. SQ seeks a declaration by the Disputes Tribunal that the boat, *[boat name]*, should be transferred to SQ as owner due to the purchase costs of the boat not having been paid. SQ further seeks an award of \$11,811.01 is paid to him for his costs of purchases and service to UI's benefit.
4. The issues for the Tribunal to determine are:
  - a) Whether there was a contract between the parties?
  - b) Whether UI owes any monies to SQ?
  - c) Whether SQ is entitled to the transfer of the boat named *[boat name]*?
5. The relevant law is that of contract.

*Whether there was a contract between the parties?*

6. 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 the contract define the rights and obligations of the parties.
7. A breach of 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.

8. In this claim there is sufficient evidence that an arrangement was made between the parties regarding the purchase of the boat named *[boat name]* in 2021. However, what is not clear are the terms and conditions of that arrangement. SQ says that he loaned \$6,000 to UI for the purchase of the boat but he also paid for the commissioning of the boat to make it seaworthy. He claims the boat should belong to him as he paid for it.
9. I accept that the actual boat purchase was made by UI. She has paid back to SQ the amount loaned from SQ for the purchase, \$6,310.00.
10. In terms of the purchase of the boat, the loan has been repaid since February 2022. Therefore, the boat belongs to UI. There has been no evidence provided to substantiate the proposition that the boat *[boat name]* should belong to any other person.

*Whether UI owes any monies to SQ?*

11. In relation to the claimed amount of \$11,811.01, SQ submitted a spread sheet of costs and expenses made over a period of time with receipts. However, this list was not agreed to by UI as she submitted that some of the items on the list were things paid for by herself as well as gifts given to her by SQ. UI provided evidence of some of these payments she had made. UI further submitted that while the parties were in a relationship SQ paid for items for her boat at his own volition. In her view this did not make up a contract or a loan.
12. I have considered the submissions made by all parties. I find there is no contract or loan arrangement between the parties that UI, during 2021 in relation to purchases made by SQ, was to repay the different invoices or expenses paid by SQ. I have reviewed the file and all written submissions and affidavits filed in relation to this claim. I find the amount of claim is not owed by UI. In order for any loan or contract to be established there needs to be a written contract with terms and conditions. Neither has been presented to the Tribunal.
13. For the reasons above I dismiss this claim.

**Referee: S Connell**  
**Date: 10 August 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>.