



(Disputes Tribunal Act 1988)
ORDER OF DISPUTES TRIBUNAL

[2023] NZDT 576

APPLICANT **U Ltd**

RESPONDENT **DI**

SECOND **SI**
RESPONDENT

The Tribunal orders:

1. The Respondents, DI and SI are ordered to pay the Applicant U Ltd a sum of \$900.45 on or before 5pm on 8 December 2023.

Reasons:

2. This matter was set down for a teleconference before me at 11.30am on 20 November 2023. I was unable to call DI and SI as there was no phone number for them on file.
3. I see the notice of hearing sent to the parties physical address advises them that the matter was to begin by teleconference today at 11.30am and they were to provide their phone number if one has not been provided.
4. DI and SI have not provided a telephone number and I, therefore, proceeded in their absence.
5. DB appearing for U Ltd advised that her company organised for a subcontractor to install tiles at [address] ("the property") which is owned by DI and SI.
6. No prior quote was supplied nor was one sought by DI and SI.
7. After the installation was complete and DI and SI were sent an invoice for \$2471.35 for the work. They disputed the amount.
8. DI and SI believed they should be charged on an hourly basis. DB advised them that U Ltd charge by the square metre or lineal metre plus a travel charge which is inline with other retailers in [city].
9. After exchange of a few emails between parties, DB reduced her amount to \$2050.45 as two boxes of tiles were left over after the installation which she gave a credit for.
10. DI and SI were still not happy with the invoice and believed they were being overcharged. They paid \$1150 which they believed was a fair price and disputed the remaining \$900.45 due.
11. DB files this claim seeking payment for the remaining \$900.45.

Issue

12. The tiling installation service provided by U Ltd is subject to the Consumer Guarantees Act (“CGA”).
13. Section 31(1) of the CGA provides that unless a price has been agreed by the parties beforehand, services are supplied to a consumer with a guarantee that the consumer is not liable to pay more than a reasonable price for the service.
14. As there was no agreed quote, I consider the amount charged for the work done and whether it is reasonable for the service provided.

Was the amount charged reasonable?

15. After providing credit for the unused tiles, U Ltd seek \$2050.45 for their services. DB provided the following breakdown:

Travel charge:	\$200 + GST
Installation of 29.26 square metres:	\$1583 + GST
Total:	\$1783 + GST = \$2050.45

16. This equates to a charge of about \$54 per square metre of tiling. DB advised that most retailers follow this pricing model for tiling services as opposed to a fixed hourly rate. She says as a commercial business she is entitled to decide on her pricing model.
17. I agree with DB. I also find that \$54 per square metre of tiling is a reasonable charge and accordingly her final invoice of \$2050.45 was reasonable in line with the requirements of CGA.
18. Accordingly, I order DI and SI to pay the balance of \$900.45.

Referee: S Malaviya

Date: 20 November 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>.