



(Disputes Tribunal Act 1988)
ORDER OF DISPUTES TRIBUNAL

[2024] NZDT 118

APPLICANT **CL**

RESPONDENT **HG**

The Tribunal orders:

The claim is dismissed.

Reasons:

1. CL said her and HG were in a relationship for six and a half years, until this dispute arose. CL had arranged to attend a concert with some friends and HG agreed to take her to the airport, stay at her house while she was away and look after her two dogs. The day before her flight she sent him a message that between 10.00am to 10.15am she would need to be collected, however, on the day he did not arrive to collect her and as a consequence she missed her flight. CL said she incurred a cost to travel the following day, the cost of a shuttle to the airport and the cost to put her dogs into a kennel.
2. CL said that she also incurred the cost of tickets on the ferry for HG. They planned to go on holiday in December 2023 to visit CL's sons. CL paid for the fare and claimed to be reimbursed for the cost of HG's ticket.
3. HG sent an email that he would not attend the hearing by answering his phone. I did phone him in case he changed his mind, however he did not answer and is aware that a decision will be made on the basis of the evidence provided.
4. The issues to be resolved are:
 - (a) Did HG enter into a contract with CL to take her to the airport and look after her dogs? Did HG enter into a contract with CL that he would refund her the cost she incurred for his fare on the [ferry]?
 - (b) If so, Did HG breach that contract and if so, what loss can CL show she is entitled to be compensated for?

Did HG enter into a contract with CL to take her to the airport and look after her dogs? Did HG enter into a contract with CL that he would refund her the cost she incurred for his fare on the [ferry]?

5. CL said that HG entered into a verbal contract with her that he would take her to the airport and stay in her house with her dogs while she was away. CL said he enjoyed staying at her house as he had looked after her dogs in the past. She said that over the past six years they had co-habited for a few years, but when HG's son came back to live with him, they now live in their own homes. At the time that HG agreed to look after her dogs, CL said they were in a relationship together.
6. For an agreement to be enforceable there needs to be an intention to create a legally binding relationship. Partners, friends and colleagues make social arrangements, but it is unlikely they can be legally enforced unless the parties perform some act that demonstrates an intention that they will be bound by their promises.
7. When friends fail to keep their promises, the other person may suffer a financial consequence but it may be that they cannot be compensated for that loss. There are many examples of friends who have let their friend down, however, the courts have maintained that it is a non-recoverable loss unless the promise went beyond being a favour between friends and become a promise that they intend to be bound by.
8. In this case I find that the nature of the promises were exchanged as a normal give and take in an intimate relationship and there is nothing that indicated an intention between the parties that HG would be bound by the promises he made. The parties did not take any steps to show an intention to take the agreement out of a promise made between friends and to create legally binding consequences. Although a promise was made, it falls short of being a contract. It forms part of the everyday family and domestic relationship agreements that are not enforceable in the Disputes Tribunal.
9. As I have found that the parties made their agreement in the context of their friendship, CL has not shown she is entitled to the order that she seeks and her claim is dismissed.

Referee: Ms Cowie DTR

Date: 7 March 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>.