



Motor Vehicle Disputes Tribunal

If you bought the vehicle from a registered motor vehicle trader, you can take a claim to this tribunal. You can even take a claim against a vehicle trader who is not registered, if you can show they were in the business of selling motor vehicles.

The Disputes Tribunal

The general Disputes Tribunal can hear claims against traders, registered and unregistered motor vehicle traders, and **private sellers**. If your claim is against a registered motor vehicle trader you can choose whether to use the specialist Motor Vehicle Disputes Tribunal (MVDT) or the Disputes Tribunal.

[See here for more information on the general Disputes Tribunal.](#)

What types of claims can the Motor Vehicle Disputes Tribunal (MVDT) hear?

You can take a claim to the MVDT for:

- quality issues, faults with the vehicle – covered by the Consumer Guarantees Act or Sale of Goods Act
- misleading and deceptive conduct and false representations covered by the Fair Trading Act; the Contractual Remedies Act.
- if you were sold a vehicle by an unregistered motor vehicle trader that was subject to an undisclosed security interest.

The MVDT can hear claims up to \$100,000.

What does it cost to use the MVDT?

It costs \$51.11 to take a claim to the MVDT.

How do I make a claim?

You can download forms from the MVDT website or contact the MVDT by phone on 0800 FORMVDT (0800 367 6838), write to Private Bag 92020 Auckland or visit Level 10, Auckland District Court, Entrance via 3 Kingston Street, Auckland.

[Visit the Motor Vehicle Disputes Tribunal website.](#)

The MVDT claim form must be filed with the MVDT in Auckland. You can file the form in person (with the \$51.11 filing fee) or post it to them. If you are mailing the form you will need to enclose a cheque or postal order for the \$51.11 filing fee. Cheques should be made payable to the Ministry of Justice. Information on the MVDT will be provided with claim forms.

If you are unsure as to whether you can make a claim in the MVDT, contact the MVDT staff for information, however, they can't provide legal advice.

Processing the claim

The MVDT must refer your claim to the trader by sending them a copy of the claim form along with a notice requiring them to discuss the claim with you.

The trader then has 14 days to file a report with the MVDT on the outcome of these discussions and must include in this report either:

- a written statement from you saying that the claim has been settled
- a statement that the claim is not settled.

If the claim is not settled, or if the MVDT adjudicator does not hear back from the trader within 14 days, then you will be notified of the date and time of the hearing.

The MVDT hearing will be held at a venue nearest to where the motor vehicle purchase took place. If the vehicle was bought on the Internet, it will be held nearest to the trader's place of business.

Considering the trader's settlement offer

Before you accept or refuse a settlement offer from a trader consider:

- is the trader offering a reasonable compromise?

- do you have good evidence to prove your claim? Your claim is likely to be more successful with good evidence of the problem and your right to the remedy
- do the trader's arguments highlight a possible problem with your case?
- take time to consider their side of the story
- are you prepared to put in the time and the effort required to both prepare properly and attend a hearing?

What can I claim for?

At the MVDT you can claim for:

- the MVDT to order that the trader repair your vehicle
- the money you have paid someone else to repair your vehicle
- a refund of all of the money you paid for the vehicle, if it is a serious fault or a serious false representation
- compensation for the loss you have suffered as a result of the fault, the problem, or the false representations. This can be the cost of any repairs or any loss in the value of the vehicle – e.g. if the vehicle was represented as a 2007 model and you found out that it was actually a 2004 model
- any extra losses or costs to you that directly resulted from the problem with the vehicle – e.g. the cost of renting a vehicle or hiring taxis while your vehicle was being repaired.

Order for vehicles on credit contract

If the MVDT accepts that you have the right to reject the vehicle under the Consumer Guarantees Act because it has a serious fault, or if the MVDT orders that your contract for the purchase of the vehicle is cancelled because of a breach of the Fair Trading Act, then the MVDT can order that your rights and obligations under the credit contract are transferred to the motor vehicle trader. This means that the motor vehicle trader, not you, must pay off the finance company.

At the hearing

The hearing is in private. It is not open to the public. The hearing is held in front of the adjudicator and assessor.

The hearing is informal. No lawyers are allowed, and you must present the case yourself unless you get permission for someone to represent you.

An adjudicator is responsible for running the hearing and making the decision. The adjudicator is a lawyer. The assessor is someone with knowledge of motor vehicles

and helps the adjudicator with his or her understanding of the evidence produced at the hearing. They are both independent officers of the court.

After the hearing

The adjudicator must give the decision in writing, including the reasons for the decision.

If your claim is successful

Decisions made by the MVDT are not automatically enforced.

All decisions of the MVDT will be published.

If the trader does not comply with the MVDT order you can go to the District Court and fill out a form asking for the order to be enforced. You will need the name and address of the trader, and a copy of the MVDT decision.

You may apply for a Distress Warrant (to have the bailiff demand payment from the seller) or an Order of Examination (the seller will be ordered to attend a hearing to examine their financial situation with a view to determine how payment should be made).

You cannot apply for the order to be enforced until the appeal period of 10 working days has expired.

If you have to enforce a decision if a trader doesn't comply, make a complaint to the National Enforcement Unit (NEU).

[Visit the website of the National Enforcement Unit.](#)

Appealing a decision

If you want to appeal the decision of the MVDT, you must lodge an appeal with the District Court within 10 working days.

If your claim is less than \$12,500, then the claim can only be appealed on the grounds that the proceedings were conducted in an unfair way and prejudiced the result of the proceedings.

If your claim is over \$12,500 the District Court may consider whether the MVD's decision was wrong in fact or law, or that the proceedings were unfair.

- wrong in fact means that the adjudicator did not properly consider the facts presented, or came to the wrong conclusion based on the evidence presented
- wrong in law means the adjudicator's decision did not follow the law correctly.

You cannot appeal simply because you do not like the decision.

Can the trader appeal the decision?

Yes, the trader has the same rights to appeal as you do. If the trader appeals the decision within the 10 working days allowed, then you cannot enforce the decision until the appeal has been heard.