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Decision No. AK 59/89

22 AUG 1989 25 AUG 1989

Reference No. MVD 118/89

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IN THE MATTER of the Motor Vehicle
Dealers Act 1975

AND

IN THE MATTER of a dispute

BETWEEN

[REDACTED]

Purchaser

AND

[REDACTED]

Dealer

BEFORE THE MOTOR VEHICLE DISPUTES TRIBUNAL

Messrs H T D Knight (Chairman)
R G Lewis
A E Enting

HEARING at AUCKLAND on Thursday 6 July 1989

APPEARANCES

Appellant in person
No appearance from dealer

DECISION

This dispute arose out of the sale and purchase of a 1986 Suzuki 1325 cc motorcar. The price paid for it was \$14,350. It was purchased on 3 April 1989 and was a category B motor vehicle. The odometer at the time of purchase was just over 50,000 kms.

The purchaser first of all claimed the funds that he had paid out for hiring a replacement motor vehicle whilst he had problems with the car. The vehicle had been sold with an Xtend

warranty. However for various reasons the firm providing the Xtend warranty said they were not prepared to cover the repairs involved in the purchaser's complaint probably because the necessity for the repairs was present at the time the vehicle was sold. The Tribunal however is unable to help the purchaser in respect of the private warranty that he had obtained. It is only directed under the Statute to deal with the Government warranty. Putting therefore to one side that problem, the purchaser's complaint before the Tribunal was threefold.

1. That the gearbox had been repaired but the vehicle was still not performing correctly.
2. That the radiator leaked.
3. That the spare tyre was chained and padlocked and he couldn't obtain a key to the padlock for its removal.

To deal with the last matter first, the licensee agreed immediately that he would arrange to either have a key supplied or, by use of a bolt cutter to remove the padlock.


The purchaser has already produced to the Tribunal an AA report dated 12 April 1989 - it showed the various problems that were in the vehicle. On the day of the hearing the purchaser produced a second report which showed that as at 5 May 1989, that is at a date after the licensee had carried out various repairs to the vehicle, (including the removal of the cylinder head, repairs to the gearbox bearing, and the repair to the radiator) there were still problems with the vehicle and there was a water leak on the right hand side of the motor (it suggested that this is the head gasket). Therefore, the licensee at the hearing agreed immediately without further discussion to repair the problems raised in that second report. It was necessary for the vehicle to go back to him for repairs and he also agreed that once the repairs had been carried out, the vehicle would be given an AA check and a copy of that check would be forwarded to the Tribunal.

Having regard to the history of the vehicle and the two AA reports and the licensee's agreement, there will be an order that the vehicle be returned to the licensee who will carry out the repairs required as follows:-

1. Water leak, right hand side of motor (head gasket?)
2. Rusty water tube right hand side, check and replace if necessary.
3. Noisy tappets adjust and recheck.

It is to be noted that the AA report makes a reference to the fan belt requiring replacement but that is a matter which would be the purchaser's responsibility not the licensee's.

DATED at AUCKLAND this 7th day of August 1989



H T D Knight
Chairman



R G Lewis
Member



A E Enting
Member