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Decision No: Ch 21/92
M.V.D. No: 293/91

IN THE MATTER of the Motor Vehicle
Dealers Act 1975

AND

IN THE MATTER of a dispute

BETWEEN [REDACTED]

Purchasers

AND

[REDACTED]

Dealer

UNIVERSITY OF CANTERBURY

3 JUN 1992 JUN 1988

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BEFORE THE CHRISTCHURCH MOTOR VEHICLE DISPUTES TRIBUNAL

Mr J.G. Matthews - Chairman
Mr H.G. Hunt
Mr A.T.F. Beere

HEARING at CHRISTCHURCH on the 27th day of January 1992

APPEARANCES

No appearance by the purchasers
No appearance by the dealer

DECISION

Mr and Mrs [REDACTED] purchased a Subaru Leone from the dealer on 12th January 1990. The car had been imported in used condition from Japan. It therefore bore a category D classification in terms of the Motor Vehicle Dealers Act 1975.

At a later date the purchasers were advised that the seat belts in the vehicle did not comply with New Zealand standard specifications. This has been a common problem with vehicles imported from Japan. In order to obtain warrants of fitness it is necessary for vehicles to be fitted with seat belts which have been approved by the Ministry of Transport. The Ministry has approved some belts which are fitted to cars imported into New Zealand but has not approved others. It seems that this vehicle was fitted with belts in the latter category.

Under the Motor Vehicle Dealers Act 1975 there is implied into every contract of sale of a category D vehicle by a licensee to a purchaser a term that the vehicle should have a current warrant of fitness issued under the terms of the Transport Act. We have dealt with many cases concerning seat belts in Japanese cars in recent months because the Ministry of Transport is now ending a moratorium period and requiring cars with non-complying belts to have complying belts fitted. Because of the time it has taken to test all the belts, and because of supply problems and various other reasons, cars have been issued with warrants when fitted with non-complying belts, as an interim measure. We find that this has happened in this case.

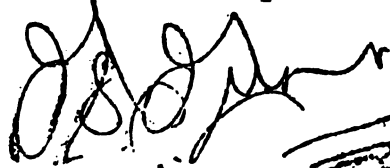
Indeed, although neither party appeared before us at the hearing, it seems that the dealer accepted this as he offered to the purchasers the sum of \$140.85 which was the sum he said he would have paid to have belts fitted. The purchasers, however, maintained that because of the particular design of this vehicle it was not possible to fit the cheaper belts to which the dealer was referring and that it was necessary for them to pay substantially more. The actual cost to them was \$377.84, which in our experience seems well over the average price of such work. On the other hand, we are satisfied that this vehicle did require different belts from other cars and that some additional cost should be paid by the dealer accordingly. The purchasers indicated that they would accept the cost of the seat belts themselves plus one hour's labour. We note from the account produced to us that the belts cost \$240 and one hour's labour amounts to \$30. Thus, the purchasers have indicated they are prepared to accept \$270, or about \$100 less than the actual amount they paid.

In our experience the average cost for fitting two new front seat belts in this circumstance seems to be between \$200 and \$250. In all the circumstances, the purchasers' claim for \$270 seems to us to be reasonable. Accordingly, we order that the dealer is to pay to the purchasers the sum of \$270 pursuant to the provisions of section 102A(b) of the Motor Vehicle Dealers Act 1975.

DATED at CHRISTCHURCH this 21st day of February 1992.



 J.G. Matthews



 H.G. Hunt



 A.T.F. Beere