

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2019] NZERA 617  
3059352

BETWEEN

JASON PAUL RIDGWAY  
Applicant

AND

ARCHER'S CONTRACTING &  
PAINTING SERVICES 2011  
LIMITED  
Respondent

Member of Authority: Michael Loftus

Representatives: Natasha Durst, on behalf of Applicant  
Phil Archer, on behalf of Respondent

Investigation Meeting: On the papers with input up to and including  
16 August 2019

Date of Determination: 30 October 2019

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**COSTS DETERMINATION OF THE AUTHORITY**

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[1] The application, as it was initially lodged, sought an order the respondent comply with outstanding terms of a mediated settlement. Costs were also sought.

[2] The response was advice, later reconfirmed by Mr Ridgway, that the outstanding settlement amount had been paid. It was accompanied by an assertion the respondent's financial situation was such there was no value in seeking more.

[3] Notwithstanding that Mr Ridgway has decided to pursue his claim with respect to costs and amended his claim accordingly. He seeks the reimbursement of \$271.56 being the

Authority's filing fee and \$200 incurred in seeking the assistance of a Bailiff to recover the amount originally sought. These costs were specified in the original application.

[4] That Mr Ridgway is entitled to seek costs in such a situation is accepted. I also accept the filing fee should be reimbursed as a perusal of the file suggests this action was needed to spur both a response from, and payment of the outstanding amount by, the respondent. It was a reasonable step that had to be taken to advance the issue.

[5] I am not convinced the same can be said for the Bailiff's fee. Correspondence between the applicant and the Authority prior to lodgement of the claim indicates avenues of recovery were discussed. The correspondence shows Ms Durst was advised one of these was the pursuit of a compliance order in the Authority. That course of action was taken and the cost of that has been recognised via the conclusion in [4] above. It was also successful which brings into question the need to involve the Bailiff. I also have to say the amounts involved in doing so appear disproportionate to the total sought. Finally I note a contribution toward costs is that and not full reimbursement except in limited circumstances which do not appear present here. Having weighed these issues and the evidence I remain unconvinced this amount should be ordered.

### **Conclusion and orders**

[6] For the above reasons I order Archer's Contracting & Painting Services 2011 Limited pay Jason Ridgway \$71.56 (seventy one dollars and fifty six cents) as a contribution toward the costs he incurred in pursuing his claim.

Michael Loftus  
Member of the Employment Relations Authority