

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2025] NZERA 140  
3268599

BETWEEN                      SHAUN CAVANAGH  
Applicant

AND                              DYNES TRANSPORT TAPANUI  
LIMITED  
Respondent

Member of Authority:        Philip Cheyne

Representatives:             Applicant in person  
Stephen Divers for the Respondent

Submissions received:        No submissions from the Applicant  
30 January 2025 from the Respondent

Determination:                7 March 2025

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**COSTS DETERMINATION OF THE EMPLOYMENT RELATIONS AUTHORITY**

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[1]     On 20 December 2024 I dismissed Mr Cavanagh’s claims against Dynes Transport Tapanui Limited and reserved costs.

[2]     A memorandum in support of Dynes Transport’s claim for costs was lodged on 30 January 2025 and forwarded to Mr Cavanagh. Mr Cavanagh has not responded. This determination resolves the question of costs.

[3]     Dynes Transport had leave to lodge and serve a memorandum within 28 days from 20 December 2024, the date of the determination. Its memorandum lodged on 30 January 2025 was outside that time. The determination was released just before the Christmas and New

Year break, but the time allowed for Dynes Transport to lodge and serve its memorandum was not automatically extended to account for that.

[4] There is no suggestion for Mr Cavanagh that any prejudice was caused by the delay. Nothing about the situation would cause me to infer any prejudice. The delay was brief.

[5] Absent any prejudice and with regard to part of the time set being lost to Christmas, New Year and holiday events, it is appropriate reopen the matter, extend time and/or to cure the irregularity.

[6] Dynes Transport refers to costs of \$2,250.00 based on the standard tariff for a half-day investigation meeting.

[7] Dynes Transport did not incur legal costs for a representative to appear at the investigation meeting, but it did incur legal costs with respect to professional advice and has provided invoices in support.

[8] There is an invoice dated 7 December 2023 in relation to advice the previous day. The statement of problem was lodged on 12 December 2023. Without more information, I am not able to say that the advice was legal costs incurred by a party in relation to steps taken to defend a matter before the Authority.

[9] The second invoice for \$434.13 is dated 30 January 2024. Its narration reads “Review statement in reply, review case file and make changes”. The statement in reply was lodged on 20 December 2023. The narration on an invoice a month later would refer to work required to prepare the statement in reply. I accept the invoice is in respect of steps taken to defend a matter before the Authority, so comprises legal costs for current purposes.

[10] The third invoice for \$747.50 is dated 13 September 2024. The narration reads “Services provided 22 August to 6 September 2024: case law review and provide information and advice”. The investigation meeting was on 24 September 2024. I accept the invoice is in

respect of steps taken to defend a matter before the Authority, so comprises legal costs for current purposes.

[11] The two remaining invoices dated 11 October 2024 (\$86.25) and 25 October 2024 (\$57.50) both refer to advice on the “ERA” matter. Some steps after the investigation required the respondent’s attention. I accept the invoices are in respect of steps taken to defend a matter before the Authority, so comprise legal costs for current purposes.

[12] Dynes Transport submits that Mr Cavanagh’s conduct unnecessarily increased costs, given actions of the advocate that he had originally engaged. Dynes Transport had to obtain advice on its response to an approach from the advocate after the investigation meeting with respect to information Mr Cavanagh had been asked to provide to the Authority. It is included in the last two mentioned invoices and I consider it is relevant for present purposes, but not because of conduct. Dynes Transport incurred some minor legal costs for steps taken after the investigation meeting, as above.

[13] Dynes Transport has established it incurred legal costs of \$1,325.38 to defend the claims made by Mr Cavanagh. As a matter of principle, a party cannot recover more than it has incurred in legal costs. I consider Dynes Transport is entitled to recover a reasonably substantial contribution to the relevant legal costs, which I fix at \$1,000.00.

[14] Shaun Cavanagh must pay Dynes Transport Tapanui Limited \$1,000.00 by no later than Friday 4 April 2025.

Philip Cheyne  
Member of the Employment Relations Authority