

Before the Building Practitioners Board

	BPB Complaint No. CB26541
Licensed Building Practitioner:	Jack Daniel Robinson (the Respondent)
Licence Number:	BP140563
Licence(s) Held:	Carpentry

Decision of the Board in Respect of the Conduct of a Licensed Building Practitioner Under section 315 of the Building Act 2004

Complaint or Board Inquiry	Complaint
Hearing Location	by audio-visual link
Hearing Type:	In Person
Hearing Date:	23 January 2025
Decision Date:	27 January 2025

Board Members Present:

Mr M Orange, Chair, Barrister (Presiding)
Mrs F Pearson-Green, Deputy Chair, LBP, Design AoP 2
Mr P Thompson, LBP, Carpentry and Site AoP 3, Quantity Surveyor

Appearances:

E Thom for the Respondent
T Lynskey for the Complainant

Procedure:

The matter was considered by the Building Practitioners Board (the Board) under the provisions of Part 4 of the Building Act 2004 (the Act), the Building Practitioners (Complaints and Disciplinary Procedures) Regulations 2008 (the Complaints Regulations) and the Board's Complaints and Inquiry Procedures.

Disciplinary Finding:

The Respondent **has** committed a disciplinary offence under section 317(1)(g) of the Act.

The Respondent is fined \$1,500 and ordered to pay costs of \$1,500. A record of the disciplinary offending will be recorded on the Public Register for a period of three years.

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Summary

- [1] The Respondent was contracted to undertake building work for the Complainant. He did not, prior to building work being undertaken, provide prescribed disclosure information or a prescribed checklist, nor a written contract as per the requirements in Part 4A of the Building Act and the Building (Residential Consumer Rights and Remedies) Regulations 2014.
- [2] The Board found that the Respondent had breached clause 10 of the Code of Ethics for Licensed Building Practitioners (LBPs), which requires that LBPs comply with the Building Act and the Building (Residential Consumer Rights and Remedies) Regulations 2014. The Respondent is fined \$1,500 and ordered to pay costs of \$1,500. A record of the disciplinary offending will be recorded on the Public Register for a period of three years.

The Charges

- [3] The prescribed investigation and hearing procedure is inquisitorial, not adversarial. There is no requirement for a complainant to prove the allegations. The Board sets the charges and decides what evidence is required.¹

¹ Under section 322 of the Act, the Board has relaxed rules of evidence which allow it to receive evidence that may not be admissible in a court of law. The evidentiary standard is the balance of probabilities, *Z v Dental Complaints Assessment Committee* [2009] 1 NZLR 1.

[4] In this matter, the disciplinary charge the Board resolved to further investigate² was whether the Respondent may have breached the Code of Ethics prescribed under section 314A of the Act contrary to section 317(1)(g) of the Act. The specific provisions of the Code the Board decided to investigate are:

10. You must comply with the law

(1) *When you carry out or supervise building work, you must ensure that the building work complies with the following:*

(a) *the Building Act 2004;*

(c) *the Building (Residential Consumer Rights and Remedies) Regulations 2014:*

[5] The Board gave notice that the specific matters to be further investigated under Principle 10 were an alleged failure to provide prescribed disclosure documentation and a written contract prior to undertaking building work.

[6] Section 362D requires a building contractor, which the Respondent was, to provide “prescribed disclosure information” and a “prescribed checklist” for building work that exceeds the prescribed minimum price. The prescribed minimum price is \$30,000 (GST Inclusive). Regulation 5 of the Building (Residential Consumer Rights and Remedies) Regulations (the Consumer Regulations) sets out what the “prescribed disclosure information” and a “prescribed checklist” are. Overall, the provisions are designed so that a consumer can make an informed choice before entering into a building contract.

[7] Section 362F of the Act mandates a contract if the price for residential building work exceeds the prescribed minimum price. It also states that the residential building contract must be in writing, dated and comply with the regulations.³ Regulation 6 of the Consumer Regulations sets out the prescribed content for residential building contracts.

Evidence

[8] The Board must be satisfied on the balance of probabilities that the disciplinary offences alleged have been committed⁴. Under section 322 of the Act, the Board has relaxed rules of evidence which allow it to receive evidence that may not be admissible in a court of law.

Background

[9] The Respondent did not provide the Complainant with prescribed disclosure information, checklists, or a written contract prior to commencing the building work or at any time during its course. The issue for the Board was whether he had an

² The resolution was made following the Board’s consideration of a report prepared by the Registrar in accordance with regulation 10 of the Complaints Regulations.

³ Building (Residential Consumer Rights and Remedies) Regulations 2014

⁴ *Z v Dental Complaints Assessment Committee* [2009] 1 NZLR 1

obligation to do so because the value of the building work had exceeded the prescribed minimum price of \$30,000.

- [10] The Complainant first engaged with the Respondent when she was in the process of making an offer on [Omitted] and [Omitted]. The Complainant had obtained a Pre-Sale Building Inspection Report for both of the properties. Those reports outlined items that needed attention. On 19 June 2023, the Respondent provided the Complainant with a quotation based on his site visit and the two Pre-Sale reports. The quote stated:

Subject: [Omitted] *Street Estimates*

Hi [Omitted] - To follow up from our site visits and conversations over the last 7 days i have worked through the builders report along with your ideas of how to improve the properties my quotes don't include the roof on [Omitted] and the scaffolding which i believe you all ready have a price of \$150k for.

My quote prices is a total of \$90,964.49875

Let me know if you have any further questions

Hope to here from you soon

- [11] That quote was not accepted.
- [12] The Complainant proceeded with the purchase of the two properties, having obtained a reduction in the purchase prices based on the Pre-Sale reports. After taking possession, she once again engaged with the Respondent regarding building work on the two properties.
- [13] Between August and October 2023, the Respondent's company JDR Builds Limited, completed around \$161,000 of building work. The building work was invoiced based on an hourly labour rate of \$73.15 (GST exclusive) plus materials. The rate was put to the Complainant in a letter from the Respondent dated 10 July 2023. It discussed a "proposed plan of urgent jobs at [Omitted] to get it up to speed". Work on clearing vegetation and washing the house and gutters, completing underfloor insulation and replacing subfloor rusted structural connections, and work on decks, including fall protection and balustrades. The letter closed with:

As a lot of the work is small and niggly it can be hard to quote so i'm proposing we undertake the work on hourly rates and then i can bill you for materials as and when we get them giving you the best price possible on them. This is how i do all my work with [Omitted] our charge out price per builder per hour is \$73.15 +gst let me know how all this sounds to you!

- [14] At the hearing, the Complainant stated that the priority was getting [Omitted] up to a rental standard because her mortgage repayments relied on tenancy income and that the Respondent had been informed of this. Messages between them confirmed this.

- [15] The Respondent invoiced separately for labour and materials on a weekly basis. Some invoices referenced a specific dwelling and detailed what aspects of the building they related to. Others did not distinguish between [Omitted] and [Omitted] or provide breakdowns of the labour or materials. With two exceptions, decking work on [Omitted] and labour and materials for the period 14-18 August, where the total was \$32,303.85 (the two invoices for which did not refer to a specific property or to any specific building elements), the combined value of the labour and materials did not exceed \$30,000.
- [16] The Respondent applied margins to the materials invoices. Those margins differed from invoice to invoice. The margins applied and supporting supplier invoices were not disclosed when the invoices were tendered but have since the complaint was made. The Complainant says there was no discussion or agreement regarding margins on materials. The Respondent stated it was discussed and agreed upon in a phone call.
- [17] As noted, decking work on [Omitted] was quoted. The one area of building work that was quoted was a deck at [Omitted]. A price of \$29,149 (GST inclusive) was given. Reference was also made to extras of a maximum of \$3,000. The Respondent invoiced \$17,020 (GST Inclusive) for labour and \$12,129.05 (GST Inclusive) for materials, as per the quote. Two additional invoices for extras were also issued for decking extras. They were for \$1,850.69 (GST Inclusive) on 17 September 2023 and \$2,355.43 (GST Inclusive) on 25 September 2023, making the total amount invoiced in relation to the deck \$33,355.17.
- [18] The Respondent's general position was that there were separate contractual engagements for distinct building work elements that were "small and niggly" and that no single element exceeded \$30,000. His evidence was that the work was issued piecemeal with almost daily changes to what was being instructed and that the scope and amount of work grew over time. The Complainant did not accept that was the case. Various documents and invoices were referenced to support that position. Counsel submitted:
- 14 *Mr Robinson has provided evidence that when he first agreed to complete certain urgent jobs at [Omitted] Street, he estimated that the relevant building work was well within \$30,000 (he estimates around \$16,000). He expected the work to be small and niggly⁴ and take one to two weeks to complete. He could have prepared a written contract and provided the disclosure information. This would have presented no hardship. But he did not think it necessary.*
- 15 *When Ms [Omitted] asked Mr Robinson to complete additional pieces of work across the two properties, he viewed these as new contracts for new building projects. Mr Robinson did not later think that he was required to retrospectively prepare a written contract and provide*

disclosure information on the basis that his invoices for work across all projects exceeded \$30,000.

16 *Although the legislative framework is not straightforward, Robinson's approach was correct at law.*

[19] The Respondent's Counsel provided submissions on the interpretation of 362D and 362F of the Act and in the Consumer Regulations. In summary, they were that the provisions only apply to building work where the value of the work has been estimated or quoted at more than \$30,000 before the work is undertaken. Put another way, the submission was that it does not apply to charge-up arrangements.

[20] Finally, Counsel submitted that if there had been a breach of clause 10 of the Code of Ethics (which was denied), the conduct did not reach the threshold for a distillery finding.

Code of Ethics

[21] The Code of Ethics for Licensed Building Practitioners was introduced by Order in Council.⁵ It was introduced in October 2021 and came into force on 25 October 2022. The obligations are new, but there was a transition period of one year to allow practitioners to become familiar with the new obligations. Whilst the Code of Ethics is new, ethics have been a part of other regulatory regimes⁶ for some time, and the Board has taken guidance from decisions made in other regimes.

[22] The Code also differentiates between Licensed Building Practitioners who are in business and those who are employed in that some of the ethical obligations only apply to those who are in business. In this matter, the Respondent was in business.

[23] The disciplinary provision in the Act simply states, "has breached the code of ethics". Most disciplinary regimes frame the charge as some form of malpractice or misconduct, and the Board has considered the allegations within such a framework and with reference to superior court decisions. Within this context, in *Dentice v Valuers Registration Board*,⁷ Chief Justice Eichelbaum stated the purposes of disciplinary processes are to:

Enforce a high standard of propriety and professional conduct; to ensure that no person unfitted because of his or her conduct should be allowed to practice the profession in question; to protect both the public, and the profession itself, against persons unfit to practice; and to enable the professional calling, as a body, to ensure that the conduct of members conforms to the standards generally expected of them.

⁵ Building (Code of Ethics for Licensed Building Practitioners) Order 2021

⁶ Lawyers, Engineers, Architects and Accountants, for example

⁷ [1992] 1 NZLR 720 at 724

- [24] The Board also notes that the courts have applied a threshold test to disciplinary matters, and it has applied those tests. In *Collie v Nursing Council of New Zealand*,⁸ the test was stated as:

[21] Negligence or malpractice may or may not be sufficient to constitute professional misconduct and the guide must be standards applicable by competent, ethical and responsible practitioners and there must be behaviour which falls seriously short of that which is to be considered acceptable and not mere inadvertent error, oversight or for that matter carelessness.

- [25] It was with reference to this threshold that Counsel submitted the conduct was not serious enough.

The conduct under investigation

- [26] The Code of Ethics provision under investigation related to the provision of statutorily required documentation. In total, three statutorily required documents were alleged to have not been provided. They were the prescribed disclosure information, prescribed checklist and a contract. Counsel for the Respondent has submitted that the Respondent was not obliged to provide any of the documents because the building work, viewed as separate contracts, did not exceed the minimum prescribed price of \$30,000 (GST inclusive).
- [27] Firstly, that was not the case with the building work on the deck of [Omitted]. The Respondent's quote was for just under \$30,000. He did, however, note that an extra \$3,000 may be required, and he ended up invoicing more than \$30,000. As such, even if the separate contract approach was taken, that one piece of work required prescribed disclosure information, a prescribed checklist and a contract, none of which were provided. That finding alone is sufficient for the Board to determine that there has been a breach of clause 10.
- [28] Secondly, the Board does not accept that there were a series of separate building contracts. The Respondent was on notice by way of the Pre-Sale Reports that there were a number of jobs needing to be done. He then quoted for some of them. His quote exceeded \$30,000. Whilst that quote was not accepted, and there was no indication that all of the issues noted in the Pre-Sale Reports would be attended to, the Board considers it was clear from correspondence between the Respondent and the Complainant and the Respondent's letter of 10 July 2023 and that the Complainant had a number of items that she wanted to be addressed and that Respondent was aware of that. The Board also considers it should have been apparent to the Respondent that the value of the work being discussed would exceed \$30,000, and it considers that this can be inferred from the letter he sent on 10 July 2023. He should, therefore, have provided a prescribed disclosure information, checklist, and contract. Again, he did not.
- [29] The approach taken by the Respondent and the interpretation of sections 362D and 362F of the Act and the Consumer Regulations put forward of splitting work into

⁸ [2001] NZAR 74

separate contracts and of only applying the obligations where the work has been estimated prior to it being undertaken is not accepted by the Board. The legislative provisions are designed to ensure consumers are informed when engaging a builder and that there is a written contract with minimum terms and conditions if they are engaged. Accordingly, any interpretation of the legislative provisions must be made with those purposes in mind.⁹

- [30] The Board considers the suggested interpretation could lead to abuses. It would, if accepted, be open to builders to split work into smaller less than \$30,000 packages, rather than treating jobs as a whole. Also, with regard to work that has not been pre-estimated, there will be clear situations where the value of the work will, notwithstanding, exceed \$30,000, and the legislative provisions will apply. An example would be a labour-only building of a new consented dwelling. Any reasonable builder would know, without pricing it, that the value would exceed the minimum prescribed amount.
- [31] Given the above, the Board finds that the Respondent has breached clause 10 of the Code of Ethics in that he did not provide mandatory documentation. The question then becomes one of whether the conduct was serious enough to warrant a disciplinary outcome.

Was the conduct serious enough

- [32] The Board has decided that the conduct was serious enough.
- [33] Regarding the prescribed disclosure information and checklist, the Respondent appeared to have been aware of the requirements but took the view that they did not apply. The Complainant was less informed and disadvantaged as a result. For example, if she had been provided with information about insurance policies, guarantees and warranties, or been on notice to make further inquiries about such matters.
- [34] Turning to the failure to provide a contract, contracts provide certainty and ensure that the parties know what their contractual rights and obligations are. They also make enforcement of those contractual rights and obligations easier. In this respect, the Board also notes that a dispute has since arisen, and its management and resolution will have been made more difficult by the absence of a contract. The legislative provisions were put in place to protect consumers because building contracts are prone to disputes and are of high value and importance to them.
- [35] It should be noted, as regards seriousness, that under subsections 362D(4) and 362F(3) of the Act, a person who contravenes either section commits an infringement offence and is liable to a fine not exceeding \$2,000. The current prescribed infringement fine is \$500 for each contravention.¹⁰ On that basis, the Respondent would have been liable to \$1,500 in infringement fines.

⁹ Section 10 of the Legislation Act 2019 and *Commerce Commission v Fonterra Co-Operative Group Ltd* [2007] NZSC 36, [2007] 3 NZLR 767.

¹⁰ Schedule 1 of the Building (Infringement Offences, Fees, and Forms) Regulations 2007

Board Decision

[36] The Respondent has breached clause 10 of the Code of Ethics.

Penalty, Costs and Publication

[37] Having found that one or more of the grounds in section 317 applies, the Board must, under section 318 of the Actⁱ, consider the appropriate disciplinary penalty, whether the Respondent should be ordered to pay any costs and whether the decision should be published.

[38] The Board heard evidence relevant to penalty, costs, and publication during the hearing and has decided to make indicative orders and give the Respondent an opportunity to provide further evidence or submissions relevant to the indicative orders.

Penalty

[39] The Board has the discretion to impose a range of penalties.ⁱⁱ Exercising that discretion and determining the appropriate penalty requires that the Board balance various factors, including the seriousness of the conduct and any mitigating or aggravating factors present.¹¹ It is not a formulaic exercise, but there are established underlying principles that the Board should take into consideration. They include:¹²

- (a) protection of the public and consideration of the purposes of the Act;¹³
- (b) deterring the Respondent and other Licensed Building Practitioners from similar offending;¹⁴
- (c) setting and enforcing a high standard of conduct for the industry;¹⁵
- (d) penalising wrongdoing;¹⁶ and
- (e) rehabilitation (where appropriate).¹⁷

[40] Overall, the Board should assess the conduct against the range of penalty options available in section 318 of the Act, reserving the maximum penalty for the worst cases¹⁸ and applying the least restrictive penalty available for the particular offending.¹⁹ In all, the Board should be looking to impose a fair, reasonable, and

¹¹ *Ellis v Auckland Standards Committee* 5 [2019] NZHC 1384 at [21]; cited with approval in *National Standards Committee (No1) of the New Zealand Law Society v Gardiner-Hopkins* [2022] NZHC 1709 at [48]

¹² Cited with approval in *Robinson v Complaints Assessment Committee of Teaching Council of Aotearoa New Zealand* [2022] NZCA 350 at [28] and [29]

¹³ Section 3 Building Act

¹⁴ *Roberts v A Professional Conduct Committee of the Nursing Council of New Zealand* [2012] NZHC 3354

¹⁵ *Dentice v Valuers Registration Board* [1992] 1 NZLR 720 (HC) at 724

¹⁶ *Patel v Complaints Assessment Committee* HC Auckland CIV-2007-404-1818, 13 August 2007 at p 27

¹⁷ *Roberts v A Professional Conduct Committee of the Nursing Council of New Zealand* [2012] NZHC 3354; *Shousha v A Professional Conduct Committee* [2022] NZHC 1457

¹⁸ *Roberts v A Professional Conduct Committee of the Nursing Council of New Zealand* [2012] NZHC 3354

¹⁹ *Patel v Complaints Assessment Committee* HC Auckland CIV-2007-404-1818

proportionate penalty²⁰ that is consistent with other penalties imposed by the Board for comparable offending.²¹

- [41] In general, when determining the appropriate penalty, the Board adopts a starting point based on the principles outlined above prior to considering any aggravating and/or mitigating factors present.²²
- [42] In this matter, the Board adopted a starting point of a fine of \$2,000. In setting the starting point, the Board took into account that whilst the Code of Ethics is new and the Board has been taking an educative approach towards its enforcement, the requirements to provide prescribed disclosure information, checklists, and contracts have been in place since 2014, so practitioners should be well aware of them and be complying with those requirements. Also, under Schedule 1 of the Building (Infringement Offences, Fees, and Forms) Regulations 2007, the fines that would be imposed if the matter had been dealt with by way of infringement notices would have been \$1,500. On that basis, and having taken into consideration other penalty decisions made and the fact that this matter is being dealt with as a disciplinary matter following a complaint, the Board arrived at the starting point of \$2,000.
- [43] The Board does accept that there Respondent may have been acting under a misguided interpretation of the law. On that basis, the Board has applied a 25% penalty reduction. The fine is reduced to \$1,500.

Costs

- [44] Under section 318(4) of the Act, the Board may require the Respondent to pay the costs and expenses of, and incidental to, the inquiry by the Board. The rationale is that other Licensed Building Practitioners should not be left to carry the financial burden of an investigation and hearing.²³
- [45] The courts have indicated that 50% of the total reasonable costs should be taken as a starting point in disciplinary proceedings²⁴. The starting point can then be adjusted up or down, depending on the particular circumstances of each case²⁵.
- [46] The Board has adopted an approach to costs that uses a scale based on 50% of the average costs of different categories of hearings: simple, moderate and complex. The current matter was moderately complex. Adjustments are then made.
- [47] Based on the above, the Board's costs order is that the Respondent is to pay the sum of \$1,500 toward the costs of and incidental to the Board's inquiry. This is the

²⁰ *Roberts v A Professional Conduct Committee of the Nursing Council of New Zealand* [2012] NZHC 3354

²¹ *Roberts v A Professional Conduct Committee of the Nursing Council of New Zealand* [2012] NZHC 3354

²² In *Lochhead v Ministry of Business Innovation and Employment* 3 November [2016] NZDC 21288 the District Court recommended that the Board adopt the approach set out in the Sentencing Act 2002.

²³ *Collie v Nursing Council of New Zealand* [2001] NZAR 74

²⁴ *Kenneth Michael Daniels v Complaints Committee 2 of the Wellington District Law Society* CIV-2011-485-000227 8 August 2011

²⁵ *Cooray v The Preliminary Proceedings Committee* HC, Wellington, AP23/94, 14 September 1995, *Macdonald v Professional Conduct Committee*, HC, Auckland, CIV 2009-404-1516, 10 July 2009, *Owen v Wynyard* HC, Auckland, CIV-2009-404-005245, 25 February 2010.

Board's scale amount for a moderately complex matter that has been dealt with by way of an audio-visual hearing. It is significantly less than 50% of actual costs.

Publication

- [48] As a consequence of its decision, the Respondent's name and the disciplinary outcomes will be recorded in the public Register maintained as part of the Licensed Building Practitioners' scheme as is required by the Act,²⁶ and he will be named in this decision, which will be available on the Board's website. The Board is also able, under section 318(5) of the Act, to order further publication.
- [49] Within New Zealand, there is a principle of open justice and open reporting, which is enshrined in the Bill of Rights Act 1990.²⁷ Further, as a general principle, publication may be required where the Board perceives a need for the public and/or the profession to know of the findings of a disciplinary hearing, and the courts have stated that an adverse finding in a disciplinary case usually requires that the name of the practitioner be published.²⁸
- [50] Based on the above, the Board will not order any publication over and above the record on the Register, the Respondent being named in this decision, and the publication of the decision on the Board's website. The Respondent should note, however, that as the Board has not made any form of suppression order, other entities, such as the media or the Ministry of Business Innovation and Employment, may publish under the principles of open justice reporting.

Section 318 Order

- [51] For the reasons set out above, the Board directs that:
- Penalty:** Pursuant to section 318(1)(f) of the Building Act 2004, the Respondent is ordered to pay a fine of \$1,500.
- Costs:** Pursuant to section 318(4) of the Act, the Respondent is ordered to pay costs of \$1,500 (GST included) towards the costs of, and incidental to, the inquiry of the Board.
- Publication:** The Registrar shall record the Board's action in the Register of Licensed Building Practitioners in accordance with section 301(l)(iii) of the Act.
- In terms of section 318(5) of the Act, the Respondent will be named in this decision, which will be published on the Board's website.**
- [52] The Respondent should note that the Board may, under section 319 of the Act, suspend or cancel a licensed building practitioner's licence if fines or costs imposed as a result of disciplinary action are not paid.

²⁶ Refer sections 298, 299 and 301 of the Act

²⁷ Section 14 of the Act

²⁸ Kewene v Professional Conduct Committee of the Dental Council [2013] NZAR 1055

Submissions on Penalty, Costs and Publication

[53] The Board invites the Respondent to make written submissions on the matters of disciplinary penalty, costs and publication up until the close of business on **19 March 2025**. The submissions should focus on mitigating matters as they relate to the penalty, costs and publication orders. If no submissions are received, then this decision will become final. If submissions are received, then the Board will meet and consider those submissions prior to coming to a final decision on penalty, costs and publication.

Right of Appeal

[54] The right to appeal Board decisions is provided for in section 330(2) of the Actⁱⁱⁱ.

Signed and dated this 26th day of February 2025.



Mr M Orange
Presiding Member

ⁱ Section 318 of the Act

- (1) *In any case to which section 317 applies, the Board may*
 - (a) *do both of the following things:*
 - (i) *cancel the person's licensing, and direct the Registrar to remove the person's name from the register; and*
 - (ii) *order that the person may not apply to be relicensed before the expiry of a specified period:*
 - (b) *suspend the person's licensing for a period of no more than 12 months or until the person meets specified conditions relating to the licensing (but, in any case, not for a period of more than 12 months) and direct the Registrar to record the suspension in the register:*
 - (c) *restrict the type of building work or building inspection work that the person may carry out or supervise under the person's licensing class or classes and direct the Registrar to record the restriction in the register:*
 - (d) *order that the person be censured:*
 - (e) *order that the person undertake training specified in the order:*
 - (f) *order that the person pay a fine not exceeding \$10,000.*
- (2) *The Board may take only one type of action in subsection 1(a) to (d) in relation to a case, except that it may impose a fine under subsection (1)(f) in addition to taking the action under subsection (1)(b) or (d).*
- (3) *No fine may be imposed under subsection (1)(f) in relation to an act or omission that constitutes an offence for which the person has been convicted by a court.*

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- (4) *In any case to which section 317 applies, the Board may order that the person must pay the costs and expenses of, and incidental to, the inquiry by the Board.*
 - (5) *In addition to requiring the Registrar to notify in the register an action taken by the Board under this section, the Board may publicly notify the action in any other way it thinks fit."*

ii Section 318 Disciplinary Penalties

- (1) *In any case to which section 317 applies, the Board may—*
 - (a) *do both of the following things:*
 - (i) *cancel the person's licensing and direct the Registrar to remove the person's name from the register; and*
 - (ii) *order that the person may not apply to be relicensed before the expiry of a specified period:*
 - (b) *suspend the person's licensing for a period of no more than 12 months or until the person meets specified conditions relating to the licensing (but, in any case, not for a period of more than 12 months) and direct the Registrar to record the suspension in the register:*
 - (c) *restrict the type of building work or building inspection work that the person may carry out or supervise under the person's licensing class or classes and direct the Registrar to record the restriction in the register:*
 - (d) *order that the person be censured:*
 - (e) *order that the person undertake training specified in the order:*
 - (f) *order that the person pay a fine not exceeding \$10,000.*
- (2) *The Board may take only 1 type of action in subsection (1)(a) to (d) in relation to a case, except that it may impose a fine under subsection (1)(f) in addition to taking the action under subsection (1)(b) or (d).*
- (3) *No fine may be imposed under subsection (1)(f) in relation to an act or omission that constitutes an offence for which the person has been convicted by a court.*
- (4) *In any case to which section 317 applies, the Board may order that the person must pay the costs and expenses of, and incidental to, the inquiry by the Board.*
- (5) *In addition to requiring the Registrar to notify in the register an action taken by the Board under this section, the Board may publicly notify the action in any other way it thinks fit.*

iii Section 330 Right of appeal

- (2) *A person may appeal to a District Court against any decision of the Board—*
 - (b) *to take any action referred to in section 318.*

Section 331 Time in which appeal must be brought

An appeal must be lodged—

- (a) *within 20 working days after notice of the decision or action is communicated to the appellant; or*
- (b) *within any further time that the appeal authority allows on application made before or after the period expires.*