



14 August 2024

Ministry of Business, Innovation, and Employment

hazardsfromtrees@mbie.govt.nz

Proposal to amend the Electricity (Hazards from Trees) Regulations 2003 to address 'Out-of-Zone' Tree Risks ¹

Summary

Utilities Disputes Limited | Tautohetohe Whaipainga (UDL) welcomes the opportunity to comment on the *Proposal to amend the Electricity (Hazard from Trees) Regulations 2003 to address 'Out-of-Zone' Tree Risks (Proposal)*.

UDL's submission opens with some general information about UDL's experience resolving tree complaints. UDL's main points in this section are:

- That any review should consider again the circumstances of the ordinary tree owner, not involved in forestry, when making revisions to the Electricity (Hazards from Trees) Regulations 2003 (Tree Regulations).
- That the arbitration component of the Tree Regulations requires further review considering the number of issues often raised in a tree complaint, and that a dispute resolution scheme would be a more appropriate mechanism for individual complainants.

After this introduction UDL responds to the questions raised by the Ministry of Business, Innovation & Employment (MBIE). UDL is of the view:

- The proposed revisions in their open-ended form may not lead to an efficient and timely handling of tree hazards and the complaints that can arise from tree falls. Rather increased prescription and definition is more likely to achieve this aim.
- That consideration should be given to setting out more clearly: the rationale of any decision-making; the grounds for objection; the form of any notices; and the requirement for record retention.

¹ Some typographical amendments since submission.

UDL – Tree Complaints

UDL is an independent, not-for-profit organisation that has been resolving complaints between utilities companies and their customers for over 20 years. We operate the government approved Electricity and Gas Complaints Scheme that all electricity retailers and distributors are required to join.² We are likely to be the most accessible and informed option for consumers in Aotearoa in relation to tree complaints. In our submissions of 5 May 2023, we attached a sample of cases which illustrate UDL’s role in considering these types of complaints and invited further inquiries. For ease of reference, we attach that material at Appendix A.

Tree complaints and queries, 2017-2024



More generally our statistics indicate UDL has considered 229 tree-related complaints and queries from consumers between 2016 and April 2024. These case numbers include not only complaints falling under the Tree Regulations but all of the many combinations of circumstances that can arise in the interaction of trees with electricity lines. Our services are free to consumers, and we have been able to consider numerous complicated tree complaint cases within our existing funding model.

UDL – A Free Dispute Resolution Process (for the Ordinary Consumer)

UDL’s role in considering tree complaints is not widely known. This appears to have led to misunderstandings, and the initial MBIE proposal made incorrect assumptions about our services.³ UDL has a focus on raising awareness. We have longstanding relationships with government and consumer agencies that are being used to raise awareness of our free complaint service. These links can also be used to increase consumer awareness of any potential changes to the Tree Regulations.

UDL strongly supports the review of the Tree Regulations. The proposed revisions are in part driven by the event of Cyclone Gabrielle and UDL acknowledges the importance of a prompt regulatory response to mitigate future risks from events of this scale. UDL notes MBIE’s focus on commercial forestry: “It was clear from submissions and the consultation process in

² We are also responsible for the government approved Broadband Shared Property Access Disputes Scheme, and voluntary schemes for water and telecommunications.

³ See MBIE, *Review of the Electricity (Hazards from Trees) Regulations* 2003, March 2023, 55-56.

general that the main frictions in managing treefall risk arose between lines owners and commercial forestry stakeholders, particularly in relation to meeting the costs of addressing treefall risk.”⁴

Yet as illustrated by UDL’s complaint statistics, these regulations also affect ordinary consumers who are tree owners. The costs involved in maintaining trees and potential exposure to costs when trees cause damage are significant. As such the context of this ordinary consumer, should still be kept in mind to ensure there are no unintended consequences. For example, under the preferred option the tree owner “would also be liable for the costs of remedying damage caused by a tree that fell on the works, where the tree owner had failed to remove the tree in the specified time.”⁵

The costs for the ordinary tree owner could be significant. This issue then may require further consideration or at minimum this consequence should be clearly spelt out to any tree owner by the works owner. UDL’s experience is that consumers often have limited knowledge of their responsibilities and can be surprised by their obligations in relation to trees. This is despite concentrated efforts by industry actors to educate the public on tree issues.⁶

The proposal also has confidence that the revisions are unlikely to capture trees with amenity value, and that if so, solutions such as trimming may be used.⁷ However for the ordinary consumer their tree(s), may signify a range of values subjective and objective. Relying on what appears an easy solution, without some regulatory backstop appears optimistic. Indeed, if a tree is in danger of falling, cutting may not be an option, whereas some remedial work increasing the stability of the tree might be a possibility.

The current revisions also note the burden on works owners, which UDL acknowledges.⁸ However, for ordinary consumers, there is a stress and anxiety when notified about issues with their trees. If this is coupled with poor communication, this can lead to positional thinking, lessening the chance of co-operation and making a resolution difficult.

Homeowners, more widely, also value their property rights.⁹ These types of disputes understandably can be contentious and constructing a fair and efficient process for both works owners, businesses and homeowners is desirable. Therefore, any revision may wish to reconsider if businesses such as those involved in forestry and ordinary tree owners should be treated differently.¹⁰

⁴ MBIE, *Proposal*, 11.

⁵ *Ibid*, 15.

⁶ See for example Electricity Networks Aotearoa (ENA), *Tree Trimming Awareness Campaign Reaches Millions*, 25 August 2020, <https://www.ena.org.nz/news-and-events/news/>

⁷ “This option is unlikely to capture trees with significant amenity value unless they pose a clear hazard, where cutting is likely to be justified.” MBIE, *Proposal*, 14.

⁸ See MBIE, *Proposal*, 15.

⁹ This understandable valuing of individual property rights is also evident in the complaints that UDL receives under the Broadband Shared Property Access Disputes Scheme.

¹⁰ Also see the discussion in, ENA, *Submission on Tree Regs*, 5 May 2003, page 5.

UDL – A Multidisciplinary Analysis

With any tree complaint there is seldom only one issue. At the first instance UDL attempts to assist the parties reach their own resolution, considering each issue, but also looking at the complaint as a whole.

However, if a resolution is not possible the UDL Commissioner (Commissioner) will work through each issue and recommend a fair and reasonable outcome after considering:

- a. any applicable legal rule or judicial authority;
- b. general principles of good industry practice;
- c. and industry guidelines that apply.¹¹

Turning specifically to trees beyond the current growth limit zone, various issues are presently required to be considered by the Commissioner. This is illustrated by the following hypothetical case study, based on some of the issues considered by UDL:

Case Study

In a recent storm a tree which was 20 metres away fell on the works owner's lines. The contractor for the works owner arrived at the property three days after the tree fall. The contractor said they were busy assisting several properties throughout the region, this resulted in parts of the property being without power. The complainant receives an invoice for \$5,000 for repairs to damaged assets and tree removal. The customer says the invoice is poorly itemised and that the works owner has not responded to their calls. The works owner highlights the website policy that trees beyond the growth limit trees are the responsibility of the homeowner. There is some evidence that some trees were planted before the installation of the lines. There is an easement with wording that the homeowner may not do anything to interfere with the lines. The works owner says the complainant should pay the invoice especially as it previously advised the homeowner about other trees on the property within the growth limit zone. The works owner has file notes recording the sending of such notices but does not have a copy of the notices.

Issues arising from a complaint above therefore might include:

- a) the form and content of notices;
- b) payment for removal of trees;
- c) form of previous notifications and their relevance;
- d) history of tree falls;
- e) quality of supply of electricity issues (see s 7 Consumer Guarantee Act 1993);
- f) the nature of the easement;
- g) status of works owner's internet tree policy;
- h) having regard to the principles of common law nuisance;
- i) having regard to the principles of negligence;
- j) any relevant terms and conditions; and
- k) the itemisation of the bill.

Given the multi-layered and complex issues involved in tree complaints UDL is likely to be required to consider some aspects of the complaint irrespective of what changes are made

¹¹ See Energy Scheme Rules, rule 24.

to the Tree Regulations. The arbitration mechanism therefore requires further consideration to ensure it is appropriate and effective. The first consultation appeared to lack a full analysis of the arbitration model considering the number of issues raised by such complaints. However, the latest consultation appears to accept the existing arrangements will remain.¹²

It is UDL's view a dispute resolution scheme with connections to the electricity industry is preferable to maintaining the current arbitration model which appears to be largely unknown and unused.¹³ The advantages of such a scheme is that it has existing relationships within the electricity industry; has the expertise to consider all the issues raised by such complaints; is more likely to ensure complaints are treated consistently; and can seek the assistance of experts such as arborists when required. The scheme has multiple points of contact for the consumer to seek help and assistance, particularly given its role in considering all consumer complaints within the electricity industry. Experts, including arborists are already part of the process adopted by UDL to assist the parties and the Commissioner to resolve tree complaints.

In considering a tree complaint the dispute resolution solution must be capable of grappling with complex legal issues and competing financial considerations of tree and works owners. UDL's experience is also that works owners' knowledge of the requirements of the Tree Regulations, and retention of records concerning notices and decision-making is uneven.¹⁴ A dispute resolution service - rather than an arbitrator, who is focussed on the particular case - is more likely to be able to alert the industry to inconsistent approaches; and can report back to works owners on the number of complaints and the manner of their resolution.¹⁵

Against this background UDL responds to the specific questions raised by the Proposal.

¹² See first consultation, MBIE, *Review of the Electricity (Hazards from Tress) Regulations 2003*, 52-56; and MBIE website, *Submitters View on Issue 5*, <https://www.mbie.govt.nz/building-and-energy/energy-and-natural-resources/energy-generation-and-markets/electricity-market/electricity-industry-regulatory-framework/electricity-industry-regulations/the-review-of-the-electricity-hazards-from-trees-regulations-2003-summary-of-submissions/what-we-heard>

¹³ UDL has attempted to locate information and statistics on its use, without success but expects MBIE will have access to current statistics.

¹⁴ Lines companies may not always be so apt at handling consumer complaints, in the manner that retailers are, who often consider the bulk of electricity complaints. Retailers because of the volume of complaints they consider often are more aware of differing tools or approaches that may be used to reach a satisfactory resolution.

¹⁵ Mandatory resolution schemes also have a wide jurisdiction in terms of deciding what is fair and reasonable, and therefore the grounds for review are often narrow. See *Contact v Moreau*, CIV 2017-485-962 [2018] NZHC 2884, para 122.

Responses to MBIE questions

Proposal A

1. *Do you agree with our proposed approach? If not, why not?*

UDL in its May 2023 response suggested that MBIE consider a statutory scheme like the Broadband Shared Property Access Disputes Scheme (BSPAD Scheme).¹⁶ UDL said there were synergies with trees and the BSPAD Scheme as both involve a limitation of property rights. UDL remains of this view and considers the statutory model is more likely to be efficient, achieve its purpose, and safeguard both the rights of the consumer and the works owner.

Within the BSPAD Scheme space, statute establishes: a property right, supported by a defined notification requirement and a clear plan; with limited but defined grounds for consumer redress; supported by a notification requirement for entry on to the property and a designated resolution scheme (see ss 155L - 155N, 155Z, 155ZG Telecommunications Act 2001).

It is UDL's experience the fibre rollout with its clear requirements is efficient and has helped achieve the statutory aim to provide access to broadband across the country (see 155A Telecommunications Act 2001). In relation to trees there appears a similar urgency to address treefall risk.¹⁷ However the open-ended quality of the revisions might make this difficult.

While there may little appetite for such a statutory revision, many of the elements and/or principles of the fibre roll-out may be used to refine the proposed revisions. These elements are further addressed in response to MBIE's questions below.

UDL accepts changes are required and that MBIE may be looking for the most pragmatic solution which will cause the least impact on individual property rights. However, UDL recommends a solution that will provide more certainty for those involved. A clearly defined procedure, with limited objection grounds could achieve this aim. Consumers are more likely to accept a clear, transparent process, which demonstrates "fair play in action," while ambiguity can lead a consumer to explore further avenues of recourse such as litigation or through community engagement.

¹⁶ See UDL, Review of the Tree Regulations, 5 May 2023, reply Q8.

¹⁷ MBIE, *Proposal (Ministerial Foreword)*, 7.

2. *Do you agree with our assessment of the potential benefits and downsides of the risk-based approach?*

In our May 2023 submission UDL did support a risk-based approach, with a new notice category outside the Growth Limit Zone.¹⁸ However we also remain of the view, that some prescription supported by a dispute resolution scheme is necessary for efficiency, and transparency. Points for further consideration include:

- a. Consider providing more guidance to a works owner, through a definition of what will amount to a *treefall risk*, balancing the two factors of impact and likelihood. The lack of a measure could lead to arbitrariness with consumers being treated differently on the basis of the approach taken by the works owner in their region.
- b. Making the consideration of the likelihood and impact factors compulsory. If a factor is not relevant to a particular case that can then be noted in the analysis. This may not result in a difference of outcome but will prevent any suggestion of bias or a works owner constructing a framework with a bias for removal.
- c. Consider a prescribed form for the work owner's analysis of the treefall risk which must be provided to the consumer with any notice of removal. This will prevent confusion and give clarity for the works owner and consumer about the basis of the decision.
- d. The notice of a treefall hazard should be prescriptive and mandatory considering the removal of a tree cannot be reversed.
- e. The Tree Regulations should address the manner of identifying the tree(s) to prevent confusion and ensure that the correct tree owner is identified. Ownership can be a problem with fence lines not always corresponding to the legal title.¹⁹
- f. The Tree Regulations may wish to set out some limited grounds for challenging a treefall hazard notice. These could be procedural in nature. The value of a defined prescription is that it focuses any dispute and prevents resources of the parties being spent on irrelevant matters. A prescribed form may also assist efficiency and clarity.
- g. Consider if there is no response to a notice and a further follow up notice if a deeming provision enabling tree removal is required.

3. *How long should a tree owner have to remove a tree after receiving a treefall notice?*

UDL does not support the tree owner being responsible for the removal of the tree(s).

To promote efficiency this work is best completed by the works owner. This will prevent disputes about invoices and means the works owner is in control of the timeframe. The complaints received by UDL show that complaints occur right throughout New Zealand/Aotearoa and access to arborists for this type of work may vary.

There is also a health and safety element that if the trees are determined a tree hazard it seems a contractor under the supervision of the works owner is best placed to do this work. If the works owner is to be responsible for tree removal, a clause setting out they will take

¹⁸ See UDL, *Review of the Tree Regulations*, 5 May 2023, reply Q10.

¹⁹ For comments on GPS see ENA, *Submission on Tree Regs*, 5 May 2003, page 14.

away the tree and leave the property in a state expected by the ordinary consumer may be required.

If this approach is considered difficult to implement, then UDL supports a reasonable timeframe that accounts for the differing circumstances of the ordinary tree owner and those businesses involved in forestry.

4. *Are specific access arrangements required to carry out risk assessments?*

UDL supporting the need for efficiency and transparency supports a clause which sets out when a works owner may enter the tree owner's property (to assess trees and/or for tree removal). This should be accompanied by a notice requirement (see for example 155Z of the Telecommunications Act 2001). Such notices of entry also have a health and safety element, ensuring that homeowners and contractors are not caught by surprise and may limit the possibility of confrontation.

5. *Is a transition period required for implementation?*

Some transition period, even if limited, appears necessary to: a) enable the works owners to put in place processes that conform to the new regulations; b) train arborists (if that process is continued) on their role and how to review the actions of the works owner; and 3) to educate tree owners about the changes.

6. *Do you have any other comments on the common elements proposed across our options?*

UDL highlights the issue raised above in relation to trees that have significant amenity value. This may include factors of cultural significance. We note MBIE has considered the Crown's obligations as a partner to Te Tiriti o Waitangi and has likely considered this issue.²⁰ If not UDL draws attention to its previous submission canvassing case law and its acknowledgment of the role tikanga plays in managing vegetation issues and resolving disputes.²¹ Acknowledging this within the Tree Regulations is likely to prevent the possibility of confrontation, misunderstandings, and/or provide a pathway for resolution.

Other Proposals

7. *Do you agree with our assessment of the potential benefits and downsides of the alternative risk-based notice power (likelihood **OR** impact)?*

UDL supports the dual test of the preferred option, this option is likely to be balanced if it becomes more prescriptive and sets out a tree owner's defined and limited grounds for objecting. This will ensure fair play in action for tree owners and works owners. Such a process even though not having an explicit dispensation element will ensure the tree owner has some opportunity to review the works owner's analysis.

²⁰ See MBIE, *Proposal*, 12.

²¹ See UDL, *Review of the Tree Regulations*, 5 May 2023, reply Q2.

8. *Do you agree with our assessment of the potential benefits and downsides of the alternative mandatory assessment zone option?*

The value of regulatory certainty prominent in this option can be incorporated in the preferred option with further explication and definition. UDL does not believe these changes will lead to greater costs. Rather with more certainty matters are more likely to be resolved expeditiously. A clear process will also have more chance of buy in by tree owners.

9 *Do you have any comments on further matters that should be taken into consideration when designing amendments to the Regulations that reduce the risks of treefall outages, particularly during severe weather events, without imposing unreasonable costs on stakeholders and consumers?*

UDL reemphasises its support for the revision of the Tree Regulations. It acknowledges the need for a process that addresses the likelihood of future major weather events. It also supports the need for a prompt regulatory response.²² UDL will also continue to provide information and assistance to consumers who seek its help.

However, UDL is of the view that a more prescriptive approach is likely to have more success and ensure the longevity of the revisions. UDL also stresses that considering the many issues that arise in tree disputes, a dispute resolution scheme is the more appropriate mechanism for considering such matters.

Next Steps

If UDL can be of further assistance please contact Paul Byers, Legal and Policy Officer, paulb@udl.co.nz

Yours sincerely



Neil Mallon
Toihau Commissioner
Tautohetohe Whaipanga: Utilities Disputes Limited

²² See MBIE, *Proposal (Ministerial Foreword)*, 7.

Appendix One: Some examples of cases, application of tree regulations and observations²³

Complaint	Outcome	Application of Tree Regulations	Observations
<p>Trees on complainant's property caused damage to neighbour's service line, for which complainant reimbursed them. Complainant had previously asked works owner to trim trees, which complainant said would have prevented damage.</p>	<p>SETTLED: Works owner agreed it was possible the damage would have been prevented had its predecessor responded to the trim request. Complainant declared no interest in the trees on the property, and the works owner removed some of them, and offered to pay for the cost of damage.</p>	<p>Complainant declared no interest (although initially not in writing) as per reg 15 of Tree Regulations. Works owner had not previously issued cut/trim notice as per reg 10 or notified complainant of dangers and growth limit zones as per reg 5.</p>	<p>It is difficult for complainants to correctly declare no interest as per reg 15 in the absence of the relevant information, and the required information to be provided by lines companies as per reg 5 does not include this.</p>
<p>Complainant (land occupier) alleged works owner delayed cutting of trees constituting hazard to power lines, in breach of its obligations and safety requirements.</p>	<p>NOT UPHELD (recommendation): Works owner met its obligations, in that it issued cut/trim notice to landowner when trees encroached growth limit zone and cut the trees when they became an immediate danger, in absence of action from landowner. Records showed no interruptions caused by the trees.</p>	<p>Works owner issued cut/trim notice as per reg 9 of Tree Regulations. It then undertook the cutting of trees itself in the face of immediate danger, as per reg 14. Works owner would have been entitled to recover costs from landowner as per reg 14, but this issue was not considered.</p>	<p>It is difficult to retrospectively establish whether an immediate danger existed. The absence of interruptions or of interference with conductors (where other assets, such as stays, or other trees likely to create a domino effect are involved) does not deny an immediate danger to persons or property.</p>
<p>Complainants objected to works owner severely trimming tree on their property without their knowledge or consent (works owner had sent cut/trim notice to wrong address, and then proceeded without further contact).</p>	<p>SETTLED: Works owner admitted failure to notify complainants of required cut or trim. It apologised and undertook to send notices to correct address in future, take all reasonable steps to make contact, and allow complainants to be present if it was cutting trees itself (in absence of action from them).</p>	<p>Works owner failed to notify complainants as tree owners in manner prescribed as per regs 9 and 23. The trees cut, in the absence of action by the complainants, were not necessarily serious hazards posing an immediate danger.</p>	<p>Tree Regulations are unclear as to whether trees encroaching growth limit zone can be cut in the absence of action by a tree owner on receipt of a cut/trim notice. reg 14(2)(iii) provides for removal of danger before expiry of a cut/trim notice and reg 14(3) implies removal of danger should only</p>

²³ Some minor factual information has been changed for anonymisation purposes.

	Works owner also offered compensation. Parties settled.		require cutting back past the growth limit zone, but neither establishes that such encroachment constitutes a serious hazard in and of itself.
Complainant said works owner should pay for damage to his property after clashing power lines allegedly caused a fire.	WITHDRAWN: Expert advised that, if lines had caused fire, there would have been evidence of a fault on the network records, but this was not the case. After UDL explained this to the complainant, and explained our determination would be based on this expert report, the complainant accepted and withdrew complaint.	N/A	In some cases, the ability to communicate expert advice in a simple and time-efficient manner can address a complainant's concerns and expedite resolution. A dispute resolution process is best placed to both call on expert advice, as needed, but also communicate this in a consumer-friendly way.
Complainant said power surge damaged appliances at property when tree fell onto power lines and clash occurred between 33kV and 11kV lines. Complainant sought compensation for damage.	UPHELD (binding decision): Electricity retailer liable under Consumer Guarantees Act 1993 (CGA). Works owner did not breach obligations under tree regulations, but supply did not meet acceptable quality guarantee as per CGA. Retailer ordered to pay compensation.	The tree that fell and caused the line clash and resultant surge was not within the growth limit zone prior to the fall, such that the works owner was not required to issue cut/trim notice or take action as per regs 9 or 14.	As above, the tree regulations do not provide any guidance for addressing potentially serious hazards outside the growth limit zone. Disputes about trees often also involve other issues.
Complainant said works owner cut down an oak tree without notice or grounds to do so. Complainant said tree had practical, aesthetic and sentimental value. Works owner offered replacement tree of up to \$500 and \$1,000 compensation. This was not accepted.	NOT UPHELD (recommendation): Works owner accepted it should not have felled the tree, and took steps to mitigate damage, including stumping. It offered to replace tree and pay compensation. Fair and reasonable compensation is \$1,100 including \$800 for cost of replacing tree and \$300 for stress and inconvenience.	N/A	This recommendation draws on the expert advice of an arborist, which UDL brought in to determine the value of the tree and cost of replacement. This was able to inform a fair and reasonable outcome.

<p>Complainant said works owner should have issued cut and trim notice for tree on property that hit power line and created a fireball. Complainant sought to remove danger and suffered an injury while doing so.</p>	<p>SETTLED: UDL facilitated conciliation meeting. Number of issues discussed. Works owner offered \$500 because it had not paid for first cut and trim. Parties settled on this basis.</p>	<p>Tree had not encroached growth limit zone or triggered cut/trim notice requirements as per regs 9 and 10. Works owner had not met costs of cutting or trimming (as cut/trim notice had not been issued and work had not been undertaken on this basis) as per reg 11.</p>	<p>As above, the tree regulations do not provide any guidance for addressing potentially serious hazards outside the growth limit zone. It is likely the works owner would have been required to remove the danger after the incident, as per reg 14, if it had become aware of the associated immediate danger at that time.</p>
<p>Works owner completed first cut/trim at own cost at complainant's property and offered \$500 compensation for loss of foliage. It also offered to trim as per tree regulations for as long as complainant owned property, if complainant removed debris. Complainant said works owner should compensate for each trim, or remove the tree and provide full compensation, or otherwise underground lines, because tree predated power lines.</p>	<p>NOT UPHELD (recommendation): Complainant was responsible for ongoing maintenance of trees on property and works owner was not liable for compensation in this regard. Works owner's offer was reasonable.</p>	<p>Works owner had issued notice as per reg 11. Complainant sought compensation under section 58 of the Electricity Act 1992 (as per reg 38).</p>	<p>Complainant did not object to first cut/trim by works owner at its own cost but sought unreasonable compensation. If complainant had objected, or if first cut and trim had been completed and complainant refused to comply with notice, the tree regulations are unclear as to what recourse the works owner would have, as above, unless it could establish the tree constituted a serious hazard to lines.</p>
<p>Complainant disputed invoice from works owner for remedial work online after tree fall, charged at afterhours callout-rate, on basis the tree and line were allegedly local council responsibility.</p>	<p>SETTLED: UDL facilitated conciliation meeting at which works owner explained complainant was legal owner of the line, and therefore responsible for maintenance. It also explained the need to urgently attend to the</p>	<p>Tree falls on lines constituted serious hazard as per reg 14.</p>	<p>In some cases, complainants simply need the relevant information explained to them in simple terms. An accessible disputes resolution process not only determines a fair and reasonable outcome in</p>

<p>Works owner offered to charge standard callout-rate, but complainant still refused to pay.</p>	<p>fault, as a serious hazard. Complainant accepted explanation and parties came to a resolution.</p>		<p>the circumstances but enhances understanding and promotes compliance on the part of tree owners and works owners alike.</p>
<p>Complainants objected to invoice from works owner for cut/trim of eight trees subject to cut/trim notice and quote, after complainants independently engaged arborist who failed to trim branches close to high voltage lines. Complainants said works owner's communication was poor and work completed by it was not that for which it was quoted originally.</p>	<p>PARTIALLY UPHELD (recommendation): Works owner's communication was poor as it only tried to call the complainants twice, after their initial cut/trim work. Recommended it pay complainants \$100 compensation. However, works owner entitled to invoice complainants for cut/trim work, on basis of its cut/trim notice which made clear that it would do this if complainant failed to complete work outlined.</p>	<p>Cut/trim notice issued as per reg 9.</p>	<p>As above, the Tree Regulations are unclear as to whether trees encroaching the GLZ can be cut in the absence of adequate action by a tree owner on receipt of a cut/trim notice (note: UDL nonetheless found it fair and reasonable for the works owner to proceed with cut/trim and invoice the complainant for the work, in this case, given the cut/trim notice clearly outlined that contingency).</p>
<p>Complainant gave works owner permission to trim some sycamore trees. Works owner removed rather than trimmed them. Works owner offered compensation, but complainant did not agree on amount.</p>	<p>PARTIALLY UPHELD (recommendation): Expert arborist advised UDL that wholesale value of trees was \$7,200. Recommended works owner compensate complainant for this value and for cost of complainant engaging their own arboriculture expert.</p>	<p>N/A</p>	<p>As above, where arborist expertise is required, UDL is able to engage external advisors and incorporate this into our process in efficient and customer-friendly way.</p>