Plumbers,
Gasfitters and
Drainlayers Board

DUNCAN v GOLDSACK

Plumbers, Gasfitters & Drainlayers Board Disciplinary Decision (2025/14)

Summary

Aaron Goldsack, Plumber, Restricted Gasfitter, was charged with carrying out negligent or incompetent sanitary plumbing and gasfitting work and carrying out sanitary plumbing and gasfitting he was prevented from carrying out under a limitation or restriction applying to his licences. The charges related to a full sanitary plumbing and gasfitting refurbishment of a residential property in Āpiti.

Mr Goldsack did not engage in the hearing process and the matter proceeded by way of formal proof.

Mr Goldsack was found guilty of all charges, however two of the particulars relating to the negligent or incompetent gasfitting charge were not made out.

The Board considered Mr Goldsack's offending was moderately serious given in involved defective work in two trades and carrying out work beyond the requirements of his licences. The Board was not aware of any aggravating factors personal to Mr Goldsack and considered that any credit he may have been due because of a lack of any previous disciplinary offending was off-set by his failure to engage in the hearing process.

The Board ordered Mr Goldsack to pay a fine $4,500 and $11,286 towards costs.

IN THE MATTER OF a disciplinary hearing pursuant to section 101 of the Plumbers, Gasfitters, and Drainlayers Act 2006

BETWEEN **CATRIONA DUNCAN**

Investigator

AND **AARON GOLDSACK**
Plumber, Restricted Gasfitter of Fielding | Aorangi

Registered Person

DECISION OF THE BOARD
24 FEBRUARY 2026

Hearing:	Held on 26 November 2026
Members sitting:	Martin De Gouw (Chair), Beth Healy, James Smith, Jason O'Connor, Ming-chun Wu
Counsel:	Elena Mok for the investigator
Legal advisor:	Michael Hodge

Disciplinary hearing

1. On 26 November 2025, the Plumbers, Gasfitters and Drainlayers Board (**Board**) held a disciplinary hearing to consider a complaint by Cathy Hammington against Aaron Goldsack, Plumber, Restricted Gasfitter. The complaint related plumbing and gasfitting work carried out at a property in Āpiti.

Charge

2. By Notice of Disciplinary Charges dated 29 July 2025, Mr Goldsack was charged with the following offences:

    a. carrying out sanitary plumbing in a negligent or incompetent manner, which is a disciplinary offence under section 89(a)(i) of the Plumbers, Gasfitters, and Drainlayers Act 2006 (**Act**) (**charge one**)

    b. carrying out gasfitting in a negligent or incompetent manner, which is a disciplinary offence under section 89(a)(i) of the Act (**charge two**)

    c. carrying out sanitary plumbing and gasfitting he was not authorised to perform under a restriction or limitation that applied to his licences, which is a disciplinary offence under section 89(d) of the Act (**charge three**).

Formal proof hearing

3. On behalf of the investigator, Ms Mok sought to have the hearing proceed by way of formal proof. She submitted that Mr Goldsack had not engaged with the disciplinary hearing and had not filed any evidence or otherwise acknowledged the hearing in any way.

4. The Board confirmed that Mr Goldsack had been provided with all the documentation relating to the hearing, including the time and date of the hearing and how to attend.

5. Being satisfied that Mr Goldsack was aware of the hearing but was not in attendance, the Board determined that the hearing could proceed by way of formal proof.

Summary of investigator's opening submissions

6. Ms Mok began by submitting that the Board would need to be satisfied on the balance of probabilities that Mr Goldsack was guilty of a disciplinary offence before it could use its disciplinary powers. She submitted that the investigator's evidence would establish that the charges were proved to the required standard.

Charge one

7. Ms Mok submitted that charge one alleged Mr Goldsack had carried out sanitary plumber at the property in Āpiti involving the installation of new piping, bathroom fixtures, laundry fixtures, a kitchen sink, water pump and UV filter, water tanks, and a septic tank. Various issues were identified with the work meaning it had been carried out negligently or incompetently.

8. Ms Mok submitted that Ms Hammington's evidence would establish that Mr Goldsack had carried out the sanitary plumbing work at the property between January and May 2023 and it had involved the work specified. She submitted that this was not disputed by Mr Goldsack who had admitted carrying out significant sanitary plumbing work at the property to the investigator. A technical advisor engaged during the investigation would confirm that the work was sanitary plumbing as defined in the Act. Ms Mok submitted that the evidence would therefore establish that Mr Goldsack had carried out sanitary plumbing work at the property.

9. Ms Mok submitted that evidence from the technical advisor, Mr Wood, would establish that the sanitary plumbing work Mr Goldsack carried out breached the New Zealand Building Code (**Code**) in a number of ways. Mr Wood concluded that the plumbing work posed some risk to the property because leaking water could result in property damage over time. During the investigation, Mr Goldsack had disputed aspects of the defective work but this conflicted with Ms Hammington's evidence and Ms Mok submitted that Ms Hammington's evidence was to be preferred in this respect and established on the balance of probabilities that the plumbing work carried out by Mr Goldsack was negligent or incompetent.

Charge two

10. In relation to charge two, Ms Mok submitted that Mr Goldsack had installed a gas cooker and water heater at the property and all associated pipework. Mr Goldsack had also commissioned the gas installation. Ms Hammington's evidence confirmed that Mr Goldsack had carried out this work, and Mr Goldsack had confirmed during the investigation that he had installed the cooker and water heater and had commissioned both fixtures. Mr Wood's evidence was that this work came within the definition of gasfitting in the Act. Ms Mok submitted that the evidence therefore established that Mr Goldsack had carried out gasfitting work.

11. Ms Mok submitted that Mr Wood's evidence was that the gasfitting work breached the Code and the mandatory gas installation standard AS/NZS 5601.1 (**Standard**) in a number of ways. Mr Wood assessed the risk to health and safety from the issues with the gasfitting work as high as there was a risk of carbon monoxide being produced when the cooker was in use due to incomplete combustion. There was also a risk of a gas leak from the water heater which could then ignite if the heater came loose or fell due to inadequate support.

12. During the investigation, Mr Goldsack had claimed that the water heater had been installed properly and commissioned but the builder had moved the heater to install cladding after this and it the builder who had reattached it improperly. Ms Mok submitted that there were a number of pieces of evidence that contradicted Mr Goldsack's claim. These included photos from the builder, Mr O'Reilly, showing the cladding had been completed before the heater was installed and his evidence that he had not removed and reattached the water heater. Ms Hammington's evidence was also that the cladding had been installed before the water heater and it was supported by a photo of the water heater hanging from a single screw taken on 17 October 2023, the day she made her complaint to the Board. Ms Hammington would also provide evidence to show that the pipes had been installed without support and UV protection and Mr Wood would provide evidence that the gas supply was inadequate. Ms Mok submitted that this evidence would therefore establish that the gasfitting work carried out by Mr Goldsack had been negligent or incompetent.

Charge three

13. Ms Mok submitted that charge three alleged that Mr Goldsack had carried out sanitary plumbing and gasfitting at the property without the supervision of a Certifying Plumber and Certifying Gasfitter. Ms Mok submitted that under a restriction that applied to Mr Goldsack's licences, he was required to carry out plumbing and gasfitting under the supervision of certifiers.

14. Ms Mok submitted that the evidence established that Mr Goldsack had carried out sanitary plumbing and gasfitting at the property and the investigator's evidence would establish the Mr Goldsack's registrations required him to work under supervision. That evidence would also establish who Mr Goldsack's plumbing and gasfitting supervisors were at the time he carried out the work for Ms Hammington. Evidence from both of Mr Goldsack's supervisors would establish that they had not known about the work he had carried out until being advised of Ms Hammington's complaint and that Mr Goldsack's failure to advise them he was carrying out this work was in breach of their supervision arrangements.

15. Ms Mok submitted that the evidence would therefore establish that Mr Goldsack performed sanitary plumbing and gasfitting when he was not authorised due to not carrying out the work under supervision as required by his plumbing and gasfitting licences.

Summary of evidence of investigator

16. The first witness was the investigator Catriona Duncan. The Board considered Ms Duncan's evidence contained in a signed statement dated 23 October 2025.

17. Ms Duncan described being appointed on 26 March 2024 to investigate Ms Hammington's complaint about sanitary plumbing and gasfitting work carried out by Mr Goldsack. Ms Duncan determined that Mr Goldsack had been a licensed (then)

Tradesman Plumber and Journeyman Gasfitter at the time he carried out the work at Ms Hammington's. Mr Goldsack's supervisor for plumbing was Bevan Simpson and his supervisor for gasfitting was Ryan Wills Johnson.

18. Ms Duncan described her investigation into Ms Hammington's complaint and how she had corresponded with Ms Hammington, Mr Goldsack's supervisors and the builder, Mr O'Reilly. As part of her investigation, Ms Duncan had also sought a technical assessment of the work completed by Mr Goldsack from Mr Wood.

Summary of evidence – Cathy Hammington

19. The second witness was the complainant, Ms Hammington. The Board considered Ms Hammington's evidence contained in a signed statement dated 27 October 2025.

20. Ms Hammington stated she was the owner of the property and had complained to the Board in October 2023 about sanitary plumbing and gasfitting work carried out there by Mr Goldsack between January and May 2023. She stated the work comprised a full plumbing and gasfitting refurbishment for the entire property. She stated Mr Goldsack had carried out all of the work at the property, although someone had assisted him to install the wood burner.

21. Ms Hammington stated that she first became aware of problems with the work when the water pump and UV filter Mr Goldsack had installed flooded the garage three times. She stated that, after that, she began to notice a number of other issues with the work. When Ms Hammington raised the issue with the leaking UV filter with Mr Goldsack, he said it was the fault of the drainlayer as they had installed the pipe connection. Ms Hammington stated this was not correct as Mr Goldsack had installed the UV filter, water pump, and associated pipework and she had personally seen him connect and install the UV system after she showed him around the garage where it was to be installed.

22. Ms Hammington stated that whenever she or her husband would go to Mr Goldsack about issues with the work, he would make up what she felt was an excuse or say the issue was someone else's fault. She described how the gas water heater had not been flush to the wall and had only been secured by one screw when Mr Goldsack installed it. She stated that she understood Mr Goldsack claimed he had installed the water heater properly and the builder must have moved it when installing cladding on the house. She stated this was not correct as the cladding had been installed and painted before the water heater was fitted.

23. Ms Hammington stated that she understood Mr Goldsack had provided a photo to the Board showing the water heater installed with three screws into the wall. Having viewed the photograph, Ms Hammington stated that she believed Mr Goldsack drilled the additional holes after she complained to the Board when he returned to the property in December 2023 to fix elements of the work. Ms Hammington stated

that when she took her photograph of the water heater on 17 October 2023 in support of her complaint, there was only one hole drilled in the wall.

24. Ms Hammington stated that Mr Goldsack and his supervisor Mr Johnson did come to the property in December 2023 to carry out remedial work. She was not sure who carried out what remedial work, but it involved lagging pipework, attaching a chain around the gas bottles, attaching the pipes to the wall with saddle clips, and properly attaching the water heater to the wall. She stated that Mr Goldsack only returned to the property after she had made her complaint to the Board and she had informed him she would take legal action against him.

25. Ms Hammington stated that she also understood that Mr Goldsack claimed he remediated the UV filter by installing the correct O-rings as he had found some he thought would work. She stated he was wrong and the UV filter continued to leak. The work was eventually remediated by another practitioner in August 2023.

Summary of evidence – Bevan Simpson

26. The third witness was Bevan Simpson. The Board considered Mr Simpson's evidence contained in a signed statement dated 20 October 2025.

27. Mr Simpson stated that he was a registered Certifying Plumber and Certifying Gasfitter but did not hold current practising licences. He stated that in 2022 and 2023 he had been the supervisor for Mr Goldsack's (then) Tradesman Plumber licence. He stated he had an agreement with Mr Goldsack whereby Mr Goldsack would ask his advice in relation to any large plumbing jobs. Mr Simpson also expected Mr Goldsack to speak to him if he got stuck or was unsure about any plumbing work. Mr Simpson stated that he expected that Mr Goldsack could complete minor plumbing jobs competently and they would discuss larger jobs on a case-by-case basis.

28. Mr Simpson said that, before Ms Hammington's job, he had last spoken to Mr Goldsack in July 2023 in relation to another job. He stated he had reminded Mr Goldsack of his expectations about being consulted on larger plumbing jobs at that time. He stated that his supervision agreement with Mr Goldsack was verbal and was not recorded in writing.

29. Mr Simpson stated he was not aware that Mr Goldsack had completed sanitary plumbing work at the property as Mr Goldsack had not told him he was carrying out this work. Mr Simpson said he had only become aware of it when he received notification of Ms Hammington's complaint. Mr Simpson said by not communicating with him, Mr Goldsack had breached their supervision arrangement between them and he had since removed himself as Mr Goldsack's supervisor.

30. Mr Simpson stated that he was happy to complete any remedial work required at the property but understood this had been completed by another practitioner. He confirmed he had not carried out any work at the property himself.

Summary of evidence – Ryan Wills Johnson

31. The next witness was Ryan Wills Johnson. The Board considered Mr Wills Johnson's evidence contained in a signed statement dated 5 November 2025.

32. Mr Wills Johnson stated that he was Certifying Plumber and Certifying Gasfitter. In 2022 and 2023 he had been the supervisor for Mr Goldsack's (then) Journeyman Gasfitter licence. Mr Wills Johnson stated that the agreement was that he would be Mr Goldsack's supervisor for his first year while he got ready for his registration exam. Mr Wills Johnson said the arrangement was that he would be present when Mr Goldsack completed gasfitting work and he was always present during installation, testing, and commissioning. He stated he also required Mr Goldsack to provide him with photos, the details of the property owner, and proof that the work had been tested for his records. Mr Wills Johnson said once he was satisfied with the work, he would certify it himself. These arrangements were verbal and there was no written supervision agreement between them.

33. Mr Wills Johnson stated that he had completed work at the property himself as a labourer in February 2023. He stated he was aware that Mr Goldsack was doing some kind of work at the property but he did not know that it was gasfitting work. Mr Wills Johnson stated that Mr Goldsack did not inform him that the work involved gasfitting and he only became aware Mr Goldsack had completed gasfitting work after receiving a copy of Ms Hammington's complaint in November 2023. He stated that, at that point, he decided to rectify the work himself and he did so in December 2023 and January 2024.

34. Mr Wills Johnson stated that if Mr Goldsack had informed him of the work, he would have been present when he completed it to ensure it was done correctly. Mr Goldsack had not followed their supervision agreement in relation to the work and Mr Wills Johnson stated he had since removed himself as Mr Goldsack's supervisor.

Summary of evidence – Timothy O'Reilly

35. The next witness was Timothy O'Reilly. The Board considered Mr O'Reilly's evidence contained in a signed statement dated 21 October 2025.

36. Mr O'Reilly stated that he completed building work at the property between January and November 2023. Mr O'Reilly stated that he understood Mr Goldsack had said he installed the hot water heater before the cladding and battens on the building were installed and painted. Mr Goldsack claimed the water heater had been installed correctly with three screws and that he, Mr O'Reilly, had removed it in order to install the cladding and had put it back on the wall incorrectly with a single screw.

37. Mr O'Reilly stated that what Mr Goldsack said was incorrect. He stated he had first installed the eco-ply cladding and Mr Goldsack had then installed the pipes that would connect to the water heater. Mr O'Reilly stated that he then installed the

battens and painted the cladding, after which Mr Goldsack installed the water heater. Mr O'Reilly stated that he did not remove the water heater from the wall and re-attach it.

Summary of evidence – Samuel Wood

38. The final witness was Samuel Wood. The Board considered Mr Wood's evidence contained in a signed statement dated 16 October 2025.

39. Mr Wood stated that he was a Certifying Plumber and Certifying Gasfitter. He had previously been employed by the Board as a Technical Advisor and now provided technical expertise to the Board under contract.

40. Mr Wood stated that he was asked to undertake a technical assessment of the sanitary plumbing and gasfitting work carried out at the property. As a result of that assessment, he stated he was satisfied that the work involved sanitary plumbing and gasfitting as defined in the Act. Mr Wood reached the following view in relation to the sanitary plumbing work:

    a. the UV filter was leaking, in breach of clause G12.3.7(b) of the Code

    b. a pipe penetrating through the wall was not adequately weather proofed to prevent water ingress, in breach of clause E2.2 of the Code

    c. a pipe that penetrated through metal cladding was not protected from the sharp edges of the cladding, in breach of clause G12.3.7(b) of the Code

    d. the issues above were capable of posing a risk to property because the leaking water might damage the property over time.

41. In relation to the gasfitting work, Mr Wood reached the following view in relation to the work:

    a. the gas supply to the installation was inadequate, in breach of clause 2.2.1 of the mandatory gas standard AS/NZS 5601.1

    b. the LPG cylinder station did not have an identification label which displayed the proprietary pipe system, in breach of clause 4.5.4 of the Standard

    c. a section of multilayer pipe was installed without protection from UV light, in breach of clauses B1.3.2 and G11.2 of the Code

    d. a section of multilayer pipe was installed without adequate support in breach of clauses B1.3.3 and G11.2 of the Code

    e. the gas water heater was installed without adequate support in breach of clauses B1.3.2, B1.3.3, G11.2 and/or G12.3.7(b) of the Code

f. the issues above posed a high risk to health and safety because of the risk of carbon monoxide being produced when the gas cooker was in use as a result of incomplete combustion. In addition, the risk of gas leaking from the water heater should it come loose or fall and then ignite posed a threat to the safety of people in the property.

Decision on liability

42. Having considered the investigator's evidence and submissions, the Board was satisfied that the work at Ms Hammington's property was sanitary plumbing and gasfitting work under the Act. The Board also considered that there was no dispute that the work had been carried out by Mr Goldsack.

43. Turning to charge one, the Board was satisfied that the evidence established that the UV filter was leaking, a pipe penetrating the wall had not been weather proofed, and a polyethylene pipe penetrating metal cladding was not protected from sharp edges. These defects were in breach of the Code and the Board was satisfied that this meant the work was negligent or incompetent in relation to these defects. The Board determined that charge one was made out.

44. Considering the defects alleged in relation to the gasfitting work, the Board was satisfied that the evidence established that there was a lack of a proprietary label on the pipework system and sections of the pipework lacked UV protection and adequate support. This work had been negligent or incompetent and charge two was made out in these respects.

45. With regard to the adequacy of the gas supply, the Board considered there was no evidence that the gas cylinders installed would not meet the demand for the installation and found this particular of the charge was therefore not made out. Finally, with regard to whether Mr Goldsack had connected the water heater to the wall properly, the Board considered that the evidence was unclear and determined that this aspect of charge two had also not been made out.

46. Charge three alleged Mr Goldsack had carried out sanitary plumbing and gasfitting outside a restriction or limitation that applied to his licences and had thereby carried out work he was not authorised to do. The Board accepted that Mr Goldsack, as a (then) Tradesman Plumber and Restricted Gasfitter, was required to work under supervision. The evidence established that Mr Goldsack had not complied with the requirements of his supervision agreements with his supervisors in respect of this work and the Board was satisfied that this meant he had worked unsupervised and therefore outside the limits of his licences. The Board determined that charge three was therefore made out.

Summary of investigator's submissions on penalty and costs

47. Ms Mok submitted that the purpose of disciplinary proceedings was not to punish but to ensure public protection and the maintenance of proper industry standards through both specific and general deterrence. She submitted that other principles relevant to assessing penalty were the importance of treating practitioners consistently where possible and the need to impose the least severe penalty appropriate to achieve the purpose of the disciplinary hearing.

48. Ms Mok addressed the penalty that would be appropriate for each charge separately having regard to seriousness of Mr Goldsack's offending in relation to each charge and comparable cases. Having considered the appropriate penalty for each charge separately, Ms Mok then submitted that the Board should have regard to the totality of Mr Goldsack's offending to ensure that any penalty was not disproportionate to the overall offending. Ms Mok submitted that a penalty of a fine was the appropriate final penalty, although it was open to the Board to consider whether Mr Goldsack should be required to undertake further training in plumbing and gasfitting given the defects with the work.

49. Ms Mok submitted that the investigator was not aware of any aggravating factors in the case. However, Mr Goldsack was not entitled to any discount to his penalty to reflect a guilty plea. In addition, Ms Mok submitted that Mr Goldsack's failure to engage in the hearing process meant the investigator was not aware of any other personal factors relevant to penalty in this case. While acknowledging that Mr Goldsack had no previous disciplinary history, she submitted that any discount to reflect this should be minimal.

50. Ms Mok submitted that under section 107 of the Act, the Board could require Mr Goldsack to pay a reasonable sum towards the costs and expenses of the investigation, prosecution, and hearing. She submitted that the starting point for an order of costs was typically half of the costs though it was a matter for the Board in its discretion to determine. Ms Mok submitted that as there were no grounds on which to reduce to Mr Goldsack's contribution towards costs, he should be required to pay 50 per cent of the estimated costs for this matter.

Decision on penalty

51. When it comes to imposing penalties in disciplinary cases, the Board's primary considerations are the need to protect the health and safety of the public and maintain industry standards. Any disciplinary penalty should aim to ensure the competency of a practitioner by holding them to account, assist with their rehabilitation, and deter them and other practitioners from disciplinary offending.

52. Having considered the investigator's submissions and the facts of the case, the Board determined that Mr Goldsack's offending was moderately serious given it involved two different forms of work, both of which had defects, and working outside the

limits of his authorisation. The Board considered there were no personal aggravating factors in the case, but Mr Goldsack's lack of previous disciplinary offending was offset by his lack of engagement in the hearing process.

53. The Board considered that a fine was the appropriate penalty and adopted a starting point of $4,500. There being no mitigating factors in the case, the Board declined to reduce the fine and imposed a final fine of $4,500.

Costs

54. Section 107 of the Act provides that, in addition to any penalty imposed, the Board may order a registered person to pay a reasonable sum towards the costs and expenses incidental to the investigation of the complaint, prosecution, and hearing. The Board was provided with a schedule of estimated costs for the investigation, prosecution, and hearing amounting to $22,572.67.

55. There being no basis to reduce Mr Goldsack's contribution towards costs, the Board determined that he should pay $11,286 towards costs which was around 50% of costs.

Publication

56. In accordance with the requirements of the Act, the Board ordered that details of the action taken against Mr Goldsack should be recorded on the register of plumbers, gasfitters, and drainlayers in the usual way. Any other publication of the Board's orders would be at the discretion of the Registrar of Plumbers, Gasfitters and Drainlayers.

Board orders

57. Being satisfied that Mr Goldsack was guilty of disciplinary offences under sections 89(a)(i) and 89(d) of the Act, the Board made the following orders:

    a. Pursuant to section 106(1)(f) of the Act, Mr Goldsack pay a fine of $4,500.

    b. Pursuant to section 107 of the Act, Mr Goldsack pay $11,286 towards the costs of the investigation, prosecution, and hearing.

    c. Pursuant to section 74(1)(c)(viii) of the Act, details of the Board's orders in respect of Mr Goldsack be published on the register.

Appeal

58. If Mr Goldsack is dissatisfied with the whole or any part of this decision or these orders, he may appeal to the District Court under section 162(1)(f) of the Act. Any appeal must be brought within 20 working days from the date on which this formal

written decision is received, or within any other timeframe the District Court may allow.

Dated 24 February 2026

Signed



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Martin De Gouw
Chair
Plumbers, Gasfitters and Drainlayers Board