Plumbers, Gasfitters and Drainlayers Board

DUNCAN v LOUW

Plumbers, Gasfitters & Drainlayers Board Disciplinary Decision (2026/1)

Summary

Evert Louw, Plumber, Restricted Gasfitter, was charged with carrying out or causing sanitary plumbing and gasfitting to be carried out in a negligent or incompetent manner, failing to issue a gas certificate, and unauthorised sanitary plumbing and gasfitting. The charges related to the replacement of a gas water heater at a residential property in Auckland I Tāmaki Makaurau.

Mr Louw defended the charges.

The investigator's case was that Mr Lowe had arranged for the replacement of the gas water heater at the complainant's property or had carried out the work himself. There were defects with both the sanitary plumbing and gasfitting work and the defects with the gasfitting work were high risk because they created the risk of a gas leak. In addition, Mr Louw did not hold current practising licences authorising him to do sanitary plumbing and gasfitting work at the time.

Mr Louw's defence was that he had met with the complainant about the work and had then contracted the work to a certified person who he found on Facebook Marketplace. Mr Louw had not personally carried out any sanitary plumbing or gasfitting work. Following completion of the work, Mr Louw had tried to get the installation certified but before he could do so, the complainant had engaged a remedial gasfitter to inspect and certify the installation. Mr Louw accepted he was unlicensed at the time of the work but had not carried out any restricted work.

The Board determined that the evidence was sufficient to find that Mr Louw had carried out the work himself and the gasfitting work had been defective as alleged. However, while the Board considered the issues with the sanitary plumbing work were not the best they did not reach the level of negligent or incompetent. The Board also considered that the certificate charge was not made out as it alleged Mr Louw failed to issue a certificate when he was not a certifying gasfitter and could not issue a certificate for the gasfitting work.

The Board considered Mr Louw's offending was moderate to high in terms of seriousness and imposed a fine of $5,400 and ordered him to pay $18,400 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 **EVERT LOUW**
Plumber, Restricted Gasfitter, of Drury

Registered Person

DECISION OF THE BOARD ON LIABILITY
1 JULY 2026

Hearing:	Held in Wellington/Te Whanganui-a-Tara on 11 February 2026 and 13 April 2026
Members sitting:	Martin de Gouw (Chair), James Smith, Beth Healy, Jason O'Connor, Tofa Suafole Gush
Counsel:	Sean McCusker for the investigator Mr Louw was self-represented
Legal advisor:	Michael Hodge

Disciplinary hearing

1. On 11 February 2026, the Plumbers, Gasfitters and Drainlayers Board (**Board**) held a disciplinary hearing to consider a complaint by Marianne Uys against Evert Louw, Plumber and Restricted Gasfitter. The complaint related to the installation of a gas water heater at Ms Uys' property in Auckland/Tāmaki Makaurau in 2023.

2. As a result of that hearing, Mr Louw was found guilty of disciplinary offences under the Plumbers, Gasfitters, and Drainlayers Act 2006 (**Act**) and on 13 April 2026 the Board held a penalty hearing on the papers to determine what, if any, penalty to impose on Mr Louw.

Charges

3. By Notice of Disciplinary Charges dated 27 June 2025, Mr Louw was charged with the following offences:

    a. carrying out or causing sanitary plumbing work to be carried out in a negligent or incompetent manner, which is a disciplinary offence under section 89(a)(i) of the Act (**charge one**)

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

    c. failing to issue a gas safety certificate and certificate of compliance, which is a disciplinary offence under section 89(f) of the Act (**charge three**)

    d. carrying out sanitary plumbing work while unauthorised and therefore contrary to an enactment, which is a disciplinary offence under section 89(a)(ii) of the Act (**charge four**)

    e. carrying out gasfitting work while unauthorised and therefore contrary to an enactment, which is a disciplinary offence under section 89(a)(ii) of the Act (**charge five**).

Summary of investigator's opening submissions

4. On behalf of the investigator, Mr McCusker submitted that the charges against Mr Louw related to the installation of a gas water heater at a property in Bucklands Beach (**property**) by Mr Louw. Mr McCusker submitted that Mr Louw faced five charges in relation to the installation. The first two charges relating to carrying out or causing negligent or incompetent sanitary plumbing and gasfitting work, the third related to failing to issue a gas safety certificate and certificate of compliance for the installation (**certificate**), and the final two charges related to carrying out sanitary plumbing and gasfitting while unauthorised.

5. Mr Mc Cusker submitted that the case not only involved the quality of the work carried out at the property, but also who carried that work out. It was Mr Louw's submission that the work had been carried out by a named subcontractor. However, Mr McCusker submitted that there was no evidence, such as text records, emails, Facebook logs or any documentary evidence that this person existed. Mr McCusker submitted that the absence of any evidence supporting the claim that this person carried out the work was supported by the investigator's factual witnesses. He submitted that none of those witnesses had any real cause to believe someone other than Mr Louw carried out the work at the property.

6. Mr McCusker submitted that it was the investigator's position that the evidence was that Mr Louw had carried out the work at the property. However, it would be for the Board to weigh up the evidence and determine whether or not it accepted that submission. Mr McCusker submitted that even if the Board could not be satisfied that it was more likely that Mr Louw carried out the work himself, this decision was not necessarily determinative of the charges. He submitted that, at a minimum, Mr Louw caused it to be carried out by engaging the contractor to do the work and there was a lack of care and diligence in engaging an unlicensed person to do sanitary plumbing and gasfitting work.

7. With regard to the charges that the sanitary plumbing and gasfitting work was negligent or incompetent, Mr McCusker submitted that the Board would hear evidence that there were a number of defects with the work at the property. Those defects included inadequate supports and a lack of insulation for the water pipes and inadequate supports, the use of a Crox joint, and the use of PFTE tape with a parallel-threaded joint on the gasfitting work.

8. Turning to the third charge, Mr McCusker submitted that Mr Louw appeared to accept that he had not provided a certificate for the gasfitting work. However, he did not consider that this was an issue as Ms Uys subsequently engaged a remedial practitioner who provided a certificate for the water heater. Mr McCusker submitted that the investigator's position was that it was still Mr Louw's responsibility to have made arrangements to provide a certificate for the work he carried out or caused to be carried out.

9. The fourth and fifth charges relate to carrying out work while unauthorised and, again, Mr McCusker submitted that these charges could be approached in two ways. First, he submitted that if the Board was satisfied that Mr Louw installed the gas water heater himself, the charges were made out as he was not licensed to do sanitary plumbing or gasfitting at the time. However, he submitted that the second way to approach these charges was on the basis of Ms Uys' evidence that she clearly recalls Mr Louw disconnecting the old gas hot water heater and as the technical evidence was that this constituted sanitary plumbing and gasfitting work, the Board could be satisfied that Mr Louw had undertaken this while unauthorised.

Summary of evidence – Johan Uys

10. The first witness for the investigator was Johan Uys. Mr Uys is the complainant's son. The Board considered Mr Uys' evidence contained in a written statement dated 24 October 2025. Mr Uys also appeared at the hearing by audio-visual link.

11. Mr Uys' evidence was that he recalled his mother telling him the plumber was at the property and asking if he could give the plumber a hand to plug the califont in. The califont was outside the house near a window in the garage and Mr Uys knew there was a socket in the garage. He stated that when the plumber passed him the cord through the window, he plugged it in.

12. Mr Uys said he did not see anyone but did hear the plumber's voice. He stated he did not hear anyone else. To the best of his recollection, Mr Uys stated the person did not have an accent or distinctive voice. Plugging in the cord was the only interaction Mr Uys had with the person.

13. In response to a question from Mr Louw, Mr Uys confirmed that he never saw the person at the property that handed him the cord and did not recall him having a South African accent as Mr Louw had.

Summary of evidence – Maximilian Wordsworth

14. The next witness was Maximilian Wordsworth. Mr Wordsworth is a certifying gasfitter. The Board considered Mr Wordsworth's evidence contained in a written statement dated 31 October 2025. Mr Wordsworth also appeared at the hearing by audio-visual link.

15. Mr Wordsworth stated that he was contacted by the investigator in relation to the complaint against Mr Louw and was asked about the work he had undertaken at the property in December 2023. Mr Wordsworth advised the investigator that he had no connection with that work. He stated Mr Louw had recently contacted him regarding gasfitting work he had done, but Mr Wordsworth told him he could not legally sign off the work Mr Louw had completed.

16. Mr Wordsworth stated the investigator asked him about the previous sub-contracting arrangement between himself and Mr Louw's company. Mr Wordsworth stated Mr Louw had only passed a few jobs on to him some months earlier but he had not been contacted about the work at the property.

17. Mr Wordsworth stated that it was difficult to remember exact details about the events as they were some time ago. But his recollection was that Mr Louw indicated he had done the work rather than someone else doing it, and he needed a certificate for the work as the client was asking for one.

18. In response to questions from Mr Louw, Mr Wordsworth accepted that Mr Louw did owe him money at the time of the work for three or four jobs he had previously done

for him. Mr Wordsworth also confirmed he had taken Mr Louw to debt collectors for the money owed.

Summary of evidence – Catriona Duncan

19. The next witness was the investigator, Catriona Duncan. The Board considered Ms Duncan's evidence contained in a written statement dated 17 October 2025. Ms Duncan also appeared at the hearing by audio-visual link.

20. Ms Duncan described the investigation she had undertaken into Ms Uys' complaint. She stated that when she first contacted Mr Louw about the complaint, he had said he had sub-contracted the work to someone, who he named, that he had contacted through Facebook Marketplace. Mr Louw stated he had called him earlier in the year but had not heard from him since and was arranging for a certificate for the work with Mr Wordsworth.

21. Ms Duncan stated that Mr Louw did provide a phone number and email address for the person he said did the work but could not provide any details about the job as he said he had not done any work at the property as the contractor had carried it out. Ms Duncan sent an email to the address and tried calling the number Mr Louw provided for the contractor, but email delivery failed and the number did not connect. When she requested further information from Mr Louw about his contact with the person, Mr Louw did not provide anything further and claimed he had not been able to reach him since advising him the Board was looking for him.

22. Ms Duncan described seeking technical advice on the work carried out at Ms Uys' property as part of her investigation. She also described searching the Board's practitioner database for the name Mr Louw had provided, using different versions of the name. She stated that she was not able to find anyone under that name.

23. In response to her preliminary investigation report, Ms Duncan stated Mr Louw responded reiterating that all the work at the property had been carried out by the named person and all he had done was move the old water heater once it had been disconnected and uninstalled. He also told Ms Duncan that he had tried to find the person himself but could not identify him, and that he had told him at the time he carried out the work that he was not born in New Zealand and he needed to return home.

Summary of evidence – Samuel Wood

24. The next witness was Samuel Wood. The Board considered Mr Wood's evidence contained in a written statements dated 25 October 2025 and 10 December 2025. Mr Wood also appeared at the hearing by audio-visual link.

25. Mr Wood stated that he was a registered and licensed certifying plumber and certifying gasfitter. He had previously been employed by the Board as a Senior

Technical Advisor, and now contracted to the Board providing expert technical advice on plumbing and gasfitting matters.

26. Mr Wood stated that he was aware of Ms Uys' complaint to the Board and in January 2025 he had prepared a technical assessment of the work undertaken at her property. In his report, Mr Wood found that the replacement of the gas storage water heater with a gas califont was gasfitting work as defined in section 5 of the Act. Mr Wood identified the following issues with the gasfitting work:

    a. A brass nipple had been used with parallel thread when there were practical alternatives and was contrary to clause 4.4(g) of AS/NZS 5601.1 (**Standard**).

    b. Polytetrafluroethylene (**PTFE**) tape had been used to seal a joint rather than a suitable quick-setting compound creating the risk of a gas leak, making it contrary to regulation 9 of the Gas (Safety and Measurement) Regulations 2010 (**Regulations**).

    c. A Crox joint, a type of compression joint, had been used on the water supply increasing the likelihood of a gas leak contrary to clause 4.4(a) of the Standard and regulation 9 of the Regulations.

    d. Copper pipework had been installed with no pipe supports increasing the likelihood of a leak through pipe movement which could loosen the joints which was contrary to clause 2.4.5 and Table 5.5 of the Standard, regulation 9 of the Regulations and clause G11.2 of the New Zealand Building Code (**Code**).

    e. The replacement of the outdoor gas hot water cylinder with a gas califont was an alteration to an existing installation and was therefore high-risk gasfitting requiring a certificate and the work being entered on the Electricity and Gas High-Risk Database (**Database**). The failure to issue a certificate and enter the work on the Database was contrary to regulations 52I(a) and 52(F) of the Regulations.

27. Mr Wood found that the replacement of the gas storage water heater with a califont that supplied hot water to sanitary fixtures and appliances in the dwelling was sanitary plumbing as defined in section 6 of the Act. Mr Wood identified the following issues with the sanitary plumbing work:

    a. There were no supports on the hot and cold water pipes going to and from the califont creating a risk that movement of the pipes could cause the joints to leak and was contrary to clause G12.3.7 of the Code.

    b. There was no insulation on the water pipes to protect them from freezing as required under clause 7.2.1 of G12/AS1 and to facilitate the efficient use of hot water.

28. Mr Wood assessed the risk from the defects with the work at the property as high due to there being several issues with the gas pipe which increased the risk of a gas leak.

29. In Mr Wood's second statement, he addressed matters raised by Mr Louw in relation to the non-compliant work.

30. In relation to the lack of pipe supports and insulation, which Mr Louw stated was because Ms Uys was to engage a builder to address wall and leakage issues under an insurance claim, Mr Wood stated that he understood the gas supply was connected to the installation allowing it to be used. It was his view that this implied that the work was complete and if this was not the case, the gas should not have been connected.

31. In relation to the use of parallel thread for joints and fittings, Mr Wood noted that Mr Louw claimed the contractor used Loctite 55 rather than PTFE tape. However, Mr Wood stated that one of the photos clearly showed a male and female brass elbow used where the male side had parallel thread screwed into a wall connection. He also considered that Loctite 55 was a pipe sealing cord and not a quick-setting thread compound as referenced in the informative note to clause 4.4(g) of the Standard.

32. Finally, Mr Wood referred to Mr Louw's claim that another certified gasfitter had issued a certificate of compliance for the work within the statutory timeframe and there had been no failure to comply or intention to avoid compliance on his part. Mr Wood stated that he did not agree with this claim and understood the complainant had been put in the position of having to engage a remedial gasfitter because Mr Louw did not meet his certification obligations.

33. In response to questions from Mr Louw, Mr Wood agreed that he had not seen the inside of the joint connected with parallel thread. Mr Wood said he had relied on the statement of the remedial gasfitter who had seen the joint and his familiarity with the particular joint concerned. Mr Louw put it Mr Wood that there were many compression joints for plumbing and gasfitting which all looked the same, but Mr Wood considered the joint in this case was recognisable. Mr Louw then questioned Mr Wood about the Loctite string and compound used in the joint rejecting the claim it was PTFE tape. Mr Wood said he was not familiar with the type of Loctite Mr Louw was referring to.

34. Mr Louw questioned Mr Wood about the requirements in the Code around pipe supports and the length of the pipe concerned. Mr Louw put it to Mr Wood that the pipe was less than 1.5 metres in length and was supported by the valve and the wingback on the wall. Mr Wood did not consider that was sufficient support and did not meet the requirements in Code. In terms of the lack of insulation on the water pipes, Mr Louw put it to Mr Wood that Auckland was not an area where it was likely to freeze. Mr Wood stated that he had personally experienced frosts while living in Auckland.

35. The Board then questioned Mr Wood about where parallel thread may be permitted because there were no practical alternatives. Mr Wood responded with the example of when there was an existing appliance and it wasn't possible to fit the tools into the space around the appliance, or there was already a parallel thread present. The Board then asked a number of questions about Crox joints and gasfitting, and Mr Wood explained that there were similar types of fittings to Crox joints with something like an olive in them which were designed and approved for gas. Finally, the Board asked Mr Wood a number of questions about the requirements around thermal insulation and the point of differentiation between pipework connectors and pipework.

Summary of evidence – Marianne Uys

36. The final witness for the investigator was the complainant, Marianne Uys. The Board considered Ms Uys' evidence contained in a written statements dated 27 October 2025 and 10 December 2025. Ms Uys also appeared at the hearing via audio visual link.

37. Ms Uys' evidence was that she found Mr Louw and his plumbing company through a Facebook community page. Her gas hot water heater was leaking and she was concerned about it exploding and needed it replaced urgently.

38. Mr Louw attended the property on 29 December 2023 and, being South African herself, Ms Uys stated she recognised that Mr Louw had a typical South African surname. She could not otherwise recall any details about him other than that he was of slim build. She showed him the cylinder around the side of the house. Mr Louw said it was easy enough to disconnect, and he would go and get a new one. She stated Mr Louw did not talk about anyone else doing the work and she recalls he offered to remove the cylinder once he was done, which she said would be helpful.

39. Ms Uys stated that Mr Louw then left to purchase a new unit and she contacted her son who worked at Bunnings to see if she could get a discount. She also contacted Mr Louw while he was at the store asking whether the unit was a Rheem and what the cost was. Mr Louw then returned to the property and began dismantling and disconnecting the cylinder. Later in the morning, Ms Uys said she came outside and saw Mr Louw standing beside the dismantled cylinder as a large amount of residual water came out. She said as far as she could tell, the cylinder had been disconnected. No other individuals were present at the time.

40. Ms Uys stated that she spent most of the day upstairs working. She recalled being down in the kitchen sometime after Mr Louw returned to the property and hearing another voice but she did not hear what was being discussed and did not know how long the person had been at the property. She also recalled seeing another vehicle parked next to Mr Louw's vehicle on the road during the day.

41. She stated that at 2.40pm she received a text from Mr Louw saying he was “all done” and just had to “plug the power in and test the hot water”. She said one of her son’s assisted Mr Louw with plugging the unit in.

42. Ms Uys stated that she was aware Mr Louw had stated that he did not do any work at the property and had only moved the unit when it was already disconnected from the footpath to the side. He had stated that the work had been carried out by someone else. Ms Uys stated that this was not correct and her evidence was that she had seen him with the uninstalled unit and no one else had been present at that time. She also reiterated that Mr Louw had not advised her that anyone else would be doing the work and every indication was that he would carry out the work personally.

43. Ms Uys stated that she contacted Mr Louw after the work had been completed asking for the certificate and was told it would be sent soon. She also requested his registration number for insurance purposes. She stated she never received either from Mr Louw. However, she did receive an invoice from him for $3,100 including GST for the supply and installation of a new Rheem and removal of the old unit. There were no indications on the invoice that Mr Louw had engaged anyone else to do the work.

44. Ms Uys stated she communicated with Mr Louw on a number of occasions seeking the certificate and the removal of the old unit. She was initially told by Mr Louw he was in Australia and would sort it out when he returned. While the old unit was eventually removed, she never received the certificate.

45. As a result of her concerns about Mr Louw and the safety of the work he had undertaken, she engaged another practitioner to come and inspect the installation. They identified a number of issues with it, which they photographed before fixing and issuing a certificate.

46. In her second statement, Ms Uys stated that Mr Louw alleged she had engaged a builder to address wall and leakage issues under an insurance claim and any final supports and insulation on the califont was to be completed after the building work. Ms Uys stated this was not true. She also rejected any suggestion by Mr Louw that the work was somehow incomplete. She stated that the only discussion she had about building work with Mr Louw was after the work had been carried out when she texted him for the certificate as she had a report coming from a builder regarding a retaining wall. She stated the califont and pipes were higher up on the outside wall and not close to the retaining wall.

47. In response to questions from Mr Louw, Ms Uys confirmed that she had heard a second person at the property but had not seen them. She also confirmed that, at her request, Mr Louw had provided her with some information from him to provide to her insurer. Ms Uys did not agree that she had told Mr Louw to leave the hot

water cylinder as her husband would want to do something with it, referring to the texts exchanged between them about him removing the cylinder.

48. When asked if she had physically seen Mr Louw doing any work at her property, Ms Uys said she hadn't. She said all she had seen was him present with the old cylinder lying on the ground with residual water coming out and he had been the only person present. Mr Louw put it to Ms Uys that he was simply moving the cylinder, which was already disconnected, to the corner. Mr Uys responded that as she wasn't a plumber, she couldn't comment on that.

49. In response to a question from Mr McCusker, Ms Uys clarified that the exchange with Mr Louw in relation to a possible insurance claim had occurred after the installation when she was trying to obtain the certificate. Ms Uys also clarified that she had not heard the second voice at the property until after she saw Mr Louw with the dismantled cylinder.

Summary of Mr Louw's opening submissions and evidence

50. Mr Louw submitted that he was not guilty of the charges and the investigator had failed to establish that he had personally carried out, supervised, or was otherwise legally responsible for any sanitary plumbing or gasfitting work at the property. He submitted that he had simply facilitated the plumbing and gasfitting work carried out by a licensed contractor and his involvement was administrative only.

51. Mr Louw submitted that Ms Uys had engaged a builder to address wall and leakage issues under an insurance claim and that final pipe supports and insulation for the hot water unit were to be completed after the building works. Mr Louw stated that Ms Uys had asked him to lie in a statement to get an insurance pay out and had become angry when he refused. He stated that he considered that what she was asking wasn't right and he was not willing to do it. He stated it was when he refused to provide her with a report for her insurer that she asked him for his details in a text message so she could provide them to her insurer.

52. Mr Louw stated that he found the contractor on Facebook Marketplace. He said he did not do this type of work himself and usually used Mr Wordsworth. However, Mr Louw had not been paid by the customer for a previous job he had had Mr Wordsworth carry out so Mr Wordsworth was angry with him and had taken him to debt collectors. He stated that was the reason he had found a new contractor for Ms Uys' job.

53. Mr Louw stated that he told the contractor he needed to see his paperwork and the contractor referred him to their advertisement which said that he was certified. Mr Louw said he also recalled asking to see the contractor's card when they were at the property and Mr Louw was telling him what to do for the job. Mr Louw explained that the contractor claimed his card was in the car and he wasn't prepared to get it then but he said he would send it through to Mr Louw. Mr Louw said he then forgot to follow up with him about it.

54. Mr Louw submitted that he had no involvement in dismantling, draining, installing, or commissioning the hot water unit. He submitted he was not present during the installation and had not supervised or directed the work. Mr Louw submitted that all he had done on-site was to move the old cylinder from the footpath to where Ms Uys wanted the cylinder left. He also submitted that Ms Uys was not present during the installation and cannot state with certainty who had carried out specific tasks.

55. Mr Louw submitted that the contractor was not currently contactable despite his reasonable attempts to reach him but this was not due to any avoidance or obstruction on his part. He said the contractor had told him that he needed to get out of the country and at the time he had thought he meant to go on holiday. Mr Louw stated that he had a feeling the contractor was not from New Zealand and only later thought he may not have been allowed to work here or that something was not right.

56. Mr Louw submitted that the issue of whether there were any defects with the work was a grey area. He submitted that Auckland was not frost-prone and the copper pipe used was UV-rated meaning there was no immediate safety risk. He said that he was not aware of any parallel thread fittings being used and PTFE tape was not used as the contractor used Loctite 55 thread sealant. He submitted that photographs showed tapered threads consistent with compliant fittings. Finally, he submitted that a separate certified gasfitter issued a certificate of compliance on the 25th of January and, as this was within the statutory timeframe, there was no failure to comply with this requirement or intention to avoid compliance. To the extent that any of these issues were defects, Mr Louw submitted that they were not attributable to him.

57. In response to questions from Mr McCusker, Mr Louw agreed he did not have current plumbing or gasfitting licences at the time of the work but said he did not need them as he was not doing any work, only facilitating plumbing and gasfitting jobs. He said he subcontracted work on under his company for a profit. He accepted that Ms Uys was not told the job would be carried out by a contractor.

58. Referring to the statement that he found the contractor on Facebook Marketplace, Mr McCusker asked Mr Louw why he could not provide a copy of any advertisement from the contractor. Mr Louw referred Mr McCusker to an attachment to his statement containing data captured from Facebook Marketplace about the contractor. However, Mr McCusker pointed out that it only contained text which could have been edited by anyone. Mr Louw accepted that was true but said it had not been edited. Mr Louw also did not accept that the phone number and email in the text were necessarily false despite neither working when tried by the investigator.

59. Mr Louw accepted that he did not have any communications between himself and the contractor about the terms of the arrangement, saying it was all verbal as it had been with Mr Wordsworth. When Mr McCusker asked Mr Louw if he had kept all of the money for the job at the complainant's home despite saying he hadn't done the

work, Mr Louw responded that he had paid the contractor $350 on the day and told him he would pay him the rest when he got the paperwork, but he never received it. Mr Louw agreed he was paid $3,100 for the work.

60. Mr McCusker questioned Mr Louw about the checks he could have undertaken before engaging the contractor to determine whether he was certified, including checking the public register and checking the Companies Register for the contractor's company. Mr Louw agreed but said he had relied on the contractor's advertisement saying he was certified and asking for his card when he was at the property. Mr Louw did not accept that the contractor was not qualified to do the work because he may have been using a nickname and he could have been qualified overseas. Mr Louw did not accept that he had not done enough to ascertain whether the contractor was authorised or not.

61. When questioned about what he had and had not done at the property, Mr Louw accepted he caused the work to be done by the contractor. He also accepted that he had bought the replacement unit and provided it. He did not accept that he had disconnected the old cylinder, saying he had only moved it after it was disconnected. He did accept that removing a cylinder would be plumbing and gasfitting work.

62. Mr Louw did not accept that he ignored the complainant's requests for a certificate for the work, saying he was trying to contact the contractor and then Mr Wordsworth. He stated he did ignore her requests in relation to making an insurance claim. When Mr McCusker put it to him that the complainant's text communications were only asking for the certificate, a receipt, and the name of his supervisor, Mr Louw stated he could have discussed the insurance on the phone with her. Mr Louw stated he tried everything he could to get a certificate for the complainant and therefore hadn't failed to comply with his obligation to provide one.

63. When asked about the parallel threaded joint and the use of PTFE tape, Mr Louw said he didn't agree with Mr Wood's evidence. He said it was definitely Loctite 55 that was used and he was familiar with it from using it throughout his apprenticeship. In relation to the use of a Crox joint, Mr Louw again disagreed with Mr Wood's evidence and said it was a brass olive in a compression fitting and not a Crox fitting. Mr Louw also considered there was appropriate support for the pipework as the pipe was no longer than 1.5 metres and was supported by unit itself where it came out of the wall. Mr Louw did go on to say that there would have been further supports for the pipework once the complainant had the wall removed and replaced under insurance.

64. When questioned by the Board about his company, Mr Louw said he had originally established it as he was contracting and had to register the company to receive payment. Since that time, he said he had been "selling work" through his company and claiming the GST and tax on it. He said that at the time, his plumbing company wasn't his main business and he was primarily carrying out other work. He had not uplifted his own plumbing and gasfitting licences because he considered they were unaffordable.

65. Mr Louw explained that the arrangement with the contractor was that Mr Louw would provide the unit and the contractor would supply the pipework and fittings needed to install it. Mr Louw paid the contractor a sum upfront and was to pay the balance once the work was completed and the certificate was issued. On the day, Mr Louw said he met the complainant at the property first and then went and contacted the contractor. He had then gone and bought the unit and met the contractor back at the property. He left the contractor at the property carrying out the work and returned later when he expected the work would be finished.

Summary of investigator's closing submissions

66. In closing, Mr McCusker submitted that there were two limbs to the first charge: whether Mr Louw carried out sanitary plumbing in a negligent or incompetent manner, or whether he caused it to be carried out in such a way. Mr McCusker submitted that Mr Wood's evidence was that the sanitary plumbing work was negligent or incompetent because of the lack of support for and insulation on the water pipes and that both of these things were contrary to the Code.

67. In terms of Mr Louw's responsibility for the non-compliant work, Mr McCusker submitted that it was the investigator's position that he had carried out the work himself. He submitted that this was based on the complete lack of any evidence from Mr Louw proving the existence of the contractor, and the lack of any reference at any time to the complainant that the work would be carried out by someone else. However, even if the Board did not accept that Mr Louw had carried out the work himself, there was sufficient evidence to establish that he caused the work to be carried out.

68. In relation to the charge of negligent or incompetent gasfitting, Mr McCusker submitted that the evidence of Mr Wood was that the gas pipework was not supported as required under the Standard. Mr McCusker submitted that the issue of whether a Crox joint was used was a matter for the Board, but Mr Wood's evidence had been that there was sufficient evidence to consider one was used. Mr Wood's evidence was also that parallel threading had been used and that even if Loctite 55 had been used in the joint as Mr Louw claimed, this was not quick-setting compound. And as with the sanitary plumbing charge, Mr McCusker submitted that the investigator's position was that Mr Louw had carried out the work himself but, failing that, had at the very least caused it to be carried out.

69. Mr McCusker submitted that Mr Louw accepted that he had not provided a certificate for the work at the property and his defence was that a certificate had been provided by the remedial practitioner. Mr McCusker submitted that this did not remove Mr Louw's responsibility to provide a certificate as the person responsible for the installation.

70. Mr McCusker submitted that if the Board accepted that Mr Louw had personally carried out the plumbing and gasfitting work at the property, charges four and five

were made out. Mr Louw had accepted that he was not authorised to carry out sanitary plumbing and gasfitting at the time. If the Board did not accept that Mr Louw carried out the installation, he submitted there was still sufficient evidence from the complainant that she saw Mr Louw dismantle the existing cylinder and he had therefore carried out restricted sanitary plumbing and gasfitting work in this respect.

Summary of Mr Louw's closing submissions

71. In closing, Mr Louw submitted that the evidence did not establish that he had done the work at the complainant's property. He submitted that he had not done any plumbing or gasfitting work and had tried everything he could think of to try and find the contractor so things could be sorted out. He submitted that he had not done anything wrong on purpose. Rather, it had all been accidental and just the way things had turned out.

Consideration of liability

72. The Board began by considering charge one and whether the sanitary plumbing work was negligent or incompetent. The Board were satisfied that the evidence established that the work was restricted sanitary plumbing under the Act. Turning to whether the work was negligent or incompetent, the Board determined that while not the best, the lack of supports for the water pipes and lack of insulation did not amount to negligence or incompetent in the particular circumstances of this case. Given that the work was not negligent or incompetent, the Board did not need to decide whether Mr Louw carried out or caused the work to be carried out in this way. Charge one was therefore not made out.

73. Turning to charge two, the Board was satisfied that gasfitting work was restricted work under section 5 of the Act. The Board was also satisfied from the evidence that parallel thread had been used when there were practical alternatives and PTFE had been used to seal the joint. The Board was also satisfied that the gas pipework was not sufficiently supported. However, the Board considered there was insufficient evidence to establish that a Crox joint had been used in this case. The Board determined that the non-compliant aspects of the gasfitting work amounted to negligence or incompetence.

74. The Board then considered whether it was satisfied that Mr Louw had carried out the negligent or incompetent gasfitting work, or had caused it to be carried out, and was therefore responsible for the manner in which it had been carried out. The Board considered there was sufficient evidence to establish that, at the least, Mr Louw had caused the work to be carried out, and he had admitted as much himself. However, the Board considered the evidence was sufficient to support a finding that Mr Louw had carried out the work himself. On this basis, the Board concluded that charge two was made out and Mr Louw had carried out gasfitting in a negligent or incompetent manner.

75. Charge three alleged that Mr Louw had committed a disciplinary offence by failing to issue a certificate for the installation and record the work on the Database. The Board rejected Mr Louw's claim that the certification requirement was met by the remedial practitioner issuing a certificate for the installation. However, they determined that Mr Louw was not able to certify the work because he was not a licensed certifying gasfitter and charge three was therefore not made out.

76. Turning to charges four and five, given the Board was satisfied that Mr Louw had carried out the work himself and had not been authorised at the time, these charges were made out.

Decision of the Board

77. The Board found Mr Louw:

    a. not guilty of carrying out sanitary plumbing in a negligent or incompetent manner, or causing it to be carried out in such a manner (charge one)

    b. guilty of carrying out gasfitting in a negligent or incompetent manner (charge two)

    c. not guilty of failing to issue a certificate for the work (charge three)

    d. guilty of carrying out sanitary plumbing while unauthorised and therefore contrary to the Act (charge four), and

    e. guilty of carrying out gasfitting while unauthorised and therefore contrary to the Act (charge five).

Summary of investigator's penalty and name suppression submissions

78. Mr McCusker submitted that the purposes of disciplinary proceedings were not to punish but to ensure public protection and maintenance of proper industry standards through both specific and general deterrence. He submitted that the penalty imposed on Mr Louw should correct his behaviour while being consistent with other decisions of the Board be the least severe penalty appropriate to achieve the relevant principles and purposes.

79. Mr McCusker submitted that based on comparable cases involving carrying out of deficient and unauthorised sanitary plumbing and gasfitting, a fine was the appropriate penalty in this case with a starting point in the range of $5,000 - $6,000. He submitted that, on the charges the Board found made out, Mr Louw had carried out unauthorised sanitary plumbing and gasfitting, and the deficiencies with the gasfitting work posed a high safety risk of a gas leak. Mr Louw's denial of responsibility throughout the hearing, which he submitted the Board had not found credible, was an aggravating feature of his conduct.

80. Mr McCusker submitted that Mr Louw's conduct was moderate to high in terms of seriousness. He referred the Board to its previous decisions in the cases of *Radovich v Lyon* (2022/3), *Thomas v Jaspers* (2018/288), and *Radovich v Forester* (2022/14). In *Lyon*, Mr Lyon pleaded guilty to carrying out unauthorised gasfitting where there were a number of defects with the work. The Board considered Mr Lyon's offending was serious and adopted a starting point fine of $6,000. In *Jaspers*, Mr Jaspers pleaded guilty to unauthorised gasfitting, negligent or incompetent gasfitting, and failing to issue a gas certificate. The Board considered that Mr Jaspers' conduct was serious and he was fined $3,500. Finally, in *Forrester*, Mr Forester pleaded guilty to unauthorised and defective sanitary plumbing and gasfitting. The Board considered that his conduct was high in terms of seriousness, though at the lower end of that scale, and adopted a starting point for the fine of $8,000.

81. Mr McCusker submitted that Mr Louw's conduct could be seen as less serious than Mr Lyon's or Mr Jaspers' as, though he was unauthorised, Mr Louw was at least a registered gasfitter unlike Mr Lyon or Mr Jasper. Mr Louw's conduct was also less serious than Mr Forester who had carried out a number of gasfitting jobs over several months.

82. Mr McCusker submitted that under section 107 of the Act, the Board could require Mr Louw to pay a contribution towards the costs and expenses of the investigation, prosecution, and hearing. He submitted that the starting point for an order of costs was typically half the actual costs incurred depending on the circumstances of the case. However, he submitted that whether costs were ordered and the amount of any costs were matters for the Board to determine in its discretion.

83. Mr McCusker submitted that Mr Louw had had some success in defending the charges and the Board had previously recognised this through a moderate deduction from the starting point in the cases of *Radovich v Hardy* (2024/17) and *Cannell v Gwynne* (2024/10). Mr McCusker submitted that it was open to the Board to make no such deduction in this case as most of the investigator's evidential focus had been in responding to Mr Louw's claims that he was not responsible for the work rather than the deficiencies in the sanitary plumbing or his failure to issue a certificate. However, if the Board considered that a reduction to be necessary, he submitted that it should be no more than five per cent.

84. In relation to Mr Louw's application for name suppression, Mr McCusker submitted that the investigator would abide by the Board's decision. He submitted that it was open to the Board to make non-publication orders under section 113(3)(d)(i) of the Act and referred to the authority of the Courts in relation to the test for determining whether to grant name suppression. He submitted that there was a presumption of publication in disciplinary matters in the interests of the maintenance of standards, transparency and accountability, public protection, and ensuring suspicion did not fall unfairly on others. Mr McCusker referred to the cases of *Radovich v J* (2019/5) and *Jury v X* (2024/19) where the Board had granted name suppression recognising

that the potential consequences in those cases had gone beyond the ordinary stress and anxiety experienced by practitioners found guilty of disciplinary offences.

Summary of Mr Louw's penalty and name suppression submissions

85. In his submissions on penalty, Mr Louw submitted that no financial penalty should be imposed and that a formal reprimand or caution was appropriate. He submitted that he maintained the position he had adopted during the hearing but accepted the Board's findings and had reflected carefully on the outcome. He submitted that this was an isolated incident in an otherwise clean professional record and he now had a clearer understanding of his obligations and had taken steps to ensure full compliance going forward.

86. Mr Louw submitted that his conduct was serious, particularly in relation to authorisation requirements. However, he submitted he had been cleared of negligent or incompetent sanitary plumbing and there had been no findings of widespread or systemic unsafe work or deliberate or reckless disregard for safety. Ultimately, he submitted that the work had been rectified and signed off.

87. Mr Louw submitted that he had cooperated fully throughout the investigation and disciplinary process and had approached the matter with seriousness, including taking responsibility for the outcome. He submitted that this matter had had a significant impact on him and had reinforced the importance of strict compliance. Mr Louw submitted that he had since taken steps to ensure he only undertook work himself and only if he was fully authorised, maintained proper licensing and was up to date with requirements, and applied greater diligence to ensuring that all regulatory requirements were met. He submitted that he was confident the situation would not be repeated.

88. Mr Louw described his personal circumstances and the impact a financial penalty would have for him. He also sought name suppression, submitting that his ability to earn an income depended on his professional reputation and this would be impacted if his name was published in connection with this matter. He also submitted that given this was an isolated incident which did not reflect his usual standard of work, publication would be disproportionate.

Consideration of penalty

89. 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 for their offending, assist with their rehabilitation, and deter them and other practitioners from disciplinary offending.

90. The Board considered that Mr Louw's offending sat in the moderate to high range in terms of seriousness. Mr Louw had carried out unauthorised work in two different

trades, and the failings with the gasfitting work had been serious. The Board also considered that Mr Louw had only accepted responsibility for the work after the Board determined that he was guilty of some of the charges.

91. The Board considered that there were no personal aggravating factors in the case and Mr Louw was entitled to credit for his cooperation and lack of any previous disciplinary offending. The Board considered that a fine was the appropriate penalty in the circumstances and adopted a starting point of $6,000. This was reduced to $5,400 in recognition of the mitigating factors.

Costs

92. The Board was provided with a schedule of estimated costs for the investigation, prosecution, and hearing amounting to $36,819.

93. The Board accepted that under section 107 of the Act, it could require Mr Louw to pay a reasonable sum towards costs. The Board's adopted a starting point of half the estimated costs reflecting the personal responsibility of Mr Louw who had been found guilty of disciplinary offending and the wider interests of industry in setting and maintaining standards. The Board determined there were no grounds for increasing or decreasing costs in this case and imposed a final order that Mr Louw pay $18,400 towards costs.

Name suppression

94. The Board acknowledged that it was open to it to make a non-publication order about Mr Louw's identity under section 113(3)(d)(ii) of the Act. However, while understanding Mr Louw's concern about the impact publication could have on his reputation and business, the Board concluded that this was a normal consequence of disciplinary offending and did not justify an order under section 113(3)(d)(ii).

Publication

95. The Board determined that details of Mr Louw's disciplinary orders should be recorded on the public register in the usual way. Any other publication should be at the discretion of the Registrar of Plumbers, Gasfitters, and Drainlayers.

Board orders

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

    i. Pursuant to section 106(1)(f) of the Act, Mr Louw pay a fine of $5,400

    ii. Pursuant to section 107 of the Act, Mr Louw pay $18,400 towards the costs of the investigation, prosecution, and hearing.

97. In accordance with section 74(1)(c)(viii) of the Act, the Registrar must publish the details of the action taken against Mr Louw on the register of plumbers, gasfitters, and drainlayers.

Appeal

98. If Mr Louw is dissatisfied with the whole or any part of this decision, 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 1 July 2026

Signed



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Martin de Gouw
Chair
Plumbers, Gasfitters and Drainlayers Board