Before the Building Practitioners Board	BPB Complaint No. CB26785
Licensed Building Practitioner:	Geresoma Teakaroa Revake (the Respondent)
Licence Number:	BP 128971
Licence:	Carpentry
Complaint or Board Inquiry	Complaint
Hearing Location	Auckland
Hearing Date	4 August 2026
Oral Decision Date	4 August 2026
Written Decision Date	5 November 2026

Board Members:
G Pearson
F Pearson-Green
G Anderson
C Lang

DECISION OF THE BOARD

Summary

The charges under sections 317(1)(b), (d), (da)(ii), (g) and (i) are upheld: negligence, work contrary to the building consent, failure to provide a Record of Work, Code of Ethics breaches and disrepute.

Incompetence and the joist allegations are not upheld. The charge under section 317(1)(c), concerning foundation blockwork outside the Respondent's licence scope, is dismissed.

The Board's final orders are:

Under section 318(1)(a)(i), cancellation of the Respondent's licensing and removal of his name from the register, effective from the Written Decision Date. Under section 318(1)(a)(ii), he may not apply to be relicensed in any class for 24 months from that date.

Costs of $5,000 under section 318(4). No fine is imposed.

The disciplinary action is to be recorded on the register and this decision publicly notified in the ordinary manner under section 318(5). There is no restriction on publication.

Introduction

[1] This complaint concerns a fixed-price residential building project at [OMITTED]. Mr Geresoma Revake was the principal of G. Revake Builders Limited, which was the main contractor. He was an LBP holding a Carpentry licence and was responsible for significant parts of the work. The project was not completed by his company. By the time the contract was cancelled, the Complainants had paid almost all of the agreed price and were left to complete the dwelling, obtain missing compliance information and address work that had not followed the building consent.

[2] The case is not determined merely because the project was late, incomplete or expensive to finish. The Board must identify Mr Revake's own conduct, decide whether the notified grounds are proved on the balance of probabilities, and avoid treating the same conduct as more serious simply because it engages more than one statutory provision.

[3] The Board must answer the following questions:

a) Did Mr Revake carry out or supervise negligent or incompetent building work, or work that did not comply with the building consent, in relation to the floor joists, the change from brick to weatherboard cladding and the internal gutter falls?

b) Did he carry out or supervise foundation blockwork outside the scope of his Carpentry licence?

c) Did he fail, without good reason, to provide a Record of Work for restricted building work that he carried out or supervised?

d) Did he breach the Code of Ethics in relation to the promised Master Builder warranty, dispute resolution and the handling and recording of project funds?

e) Did the proved conduct bring, or was it likely to bring, the licensed building practitioner regime into disrepute?

f) What orders should the Board make?

[4] The answers are:

a) First**,** the joist allegation is not upheld. The condition observed was more accurately described as incomplete work than as negligent or incompetent work. The cladding and internal-gutter allegations are upheld as negligence under section 317(1)(b), and the same work was contrary to the building consent under section 317(1)(d). The Board treats those findings as one course of conduct for penalty.

b) Second, the outside-licence charge is not upheld. The evidence does not establish that Mr Revake personally carried out or technically supervised the foundation blockwork.

c) Third, the Record of Work charge is upheld. Mr Revake's carpentry involvement ended, the prescribed record was repeatedly requested, and none was provided to the owner or Auckland Council. No good reason was advanced.

d) Fourth, the three notified Code breaches are upheld. Mr Revake maintained a misleading representation that the fixed-price contract included a Master Builder warranty, did not engage in the later dispute in good faith, and did not conduct the financial and documentary side of the business in the methodical and responsible manner required by clause 25.

e) Fifth, the disrepute charge is upheld. The Master Builder warranty conduct was dishonest. Together with the use of project funds on unrelated work, the failure to account for those funds, and the bad-faith response to the resulting dispute and handover obligations, it was conduct of high disciplinary seriousness.

f) Finally, with effect from the Written Decision Date, the Board cancels Mr Revake's licensing, directs the Registrar to remove his name from the register, and orders that he may not apply to be relicensed in any class for 24 months from that date. He must pay $5,000 towards the Board's costs. The action and this decision are to be publicly notified.

The proceeding

[5] [OMITTED] lodged the complaint on 2 May 2025. The Board's Notice of Proceeding, signed on 19 May 2026, identified six grounds under section 317(1): negligence or incompetence; work outside licence scope; work contrary to the building consent; failure to provide a Record of Work; breaches of the Code of Ethics; and disrepute. The technical particulars were confined to joist sizes and spacing, the change from brick to weatherboard cladding, the associated gutter falls, and the consent-change process. The outside-licence particular concerned foundation blockwork. The Code particulars concerned the Master Builder warranty, dispute resolution and project funds.

[6] The hearing took place in Auckland on 4 August 2026. It was heard with the related Board inquiry concerning [OMITTED], because the two matters arose from the same project. The proceedings remained legally separate, and the Board made separate findings and issued separate decisions.

[7] [OMITTED] was the named Complainant. He and his wife, [OMITTED], attended and gave sworn evidence. [OMITTED] attended and gave evidence with the assistance of an

interpreter. [OMITTED], a brick and blocklaying licensed practitioner who had worked on the project, gave evidence remotely. The Board also considered the hearing file, including the contract, the payment schedule, Auckland Council inspections and consent material, the parties' correspondence, the August 2024 agreement to complete the work, the cancellation and handover demands, and completion and compliance material.

[8] At the end of the hearing, the Board delivered its complete decision orally, including its decisions on penalty, costs and publication, and explained that fuller written reasons would follow. This written decision records those final findings and orders and sets out the reasons. The disciplinary action, including cancellation of Mr Revake's licensing and the prohibition on applying to be relicensed, takes effect on the Written Decision Date shown on the face sheet. The appeal period runs from communication of this written decision, as explained below.

Why did the hearing proceed without Mr Revake?

[9] Mr Revake did not provide a substantive response during the investigation, despite service of the complaint and an extension of time. He took part in the pre-hearing call on 12 June 2026. The charges and hearing procedure were explained. He said that he would not attend, but did not say that he was unable to attend. The Presiding Member explained that the hearing could proceed in his absence and that he would be summoned because his evidence was also material to [OMITTED] inquiry.

[10] A summons was issued requiring Mr Revake to attend and give evidence. On 3 August 2026, when the Case Officer contacted him to ensure that he understood the arrangements, he again said that he would not attend. The Board then issued a further minute. At 3.04 am on the morning of the hearing he sent an email saying that his wife had travelled to Wellington following the death of a family friend, her return had been delayed by the funeral, and he could not find anyone to babysit.

> "I am unable to attend the hearing as scheduled … I couldn't find any one to babysit."

[11] The Board recognises that bereavement and childcare difficulties can arise unexpectedly. It did not, however, regard the email as a sufficient basis to adjourn. The explanation did not account for Mr Revake's earlier and repeated statement that he would not attend. It was not accompanied by a request to participate remotely, a request for an adjournment, supporting information, or an explanation of why remote participation was impossible. Remote attendance had already been arranged for another witness and could have been considered if requested.

[12] A person summoned under section 323 of the Building Act must, subject to sufficient cause and the ordinary privileges preserved by section 327, attend, give evidence and answer lawful questions. There is no general entitlement to disregard a lawful summons or to decline all participation in a professional disciplinary process. Whether Mr Revake's non-compliance

constitutes a separate offence under section 326 is not a matter the Board determines in this decision. The Board records it because it explains why the hearing proceeded, why important facts remained unanswered, and why his conduct after the complaint is relevant to penalty and costs.

[13] The Board did not treat Mr Revake's absence or silence as an admission of any allegation. It examined whether each charge was proved by reliable evidence. Where the Complainants gave direct sworn evidence of an admission, that evidence was supported by a contemporaneous document putting the same admission to Mr Revake, and he provided no contrary account despite repeated opportunities, the absence of an answer was relevant to the weight of the evidence. It did not reverse the burden of proof.

[14] Mr Revake's attendance was particularly important because he was also summoned in [OMITTED] inquiry. [OMITTED] faced a disciplinary charge solely because an Auckland Council inspection record named him as the LBP for part of the foundation blockwork. Mr Revake was the main contractor and the person best placed to identify the actual foundation blocklayer and explain how [OMITTED] details came to be recorded. He did neither.

The legal framework

[15] The Board determines facts on the balance of probabilities. The standard does not change with the seriousness of the allegation, but serious findings require evidence of corresponding strength and care in the reasoning.

[16] A poor outcome or an isolated construction error is not automatically disciplinary. For section 317(1)(b), the Board must be satisfied that the practitioner's own work or supervision fell materially below the standard reasonably expected of an LBP and was sufficiently serious to warrant discipline. Section 317(1)(d) is concerned with building work carried out or supervised by the practitioner that did not comply with the building consent. Where the same work engages in both provisions, the Board may make both findings but must avoid double counting when assessing penalty.

[17] Section 317(1)(c) requires proof that the practitioner carried out or supervised restricted building work of a type outside the practitioner's licence. Project management, arranging an independent licensed subcontractor, and technical supervision are not necessarily the same thing. The Board must identify what Mr Revake personally did or supervised.

[18] Under sections 88 and 317(1)(da)(ii), an LBP who carries out or supervises restricted building work must, on completion of that work, provide the prescribed Record of Work to the owner and the territorial authority. The record identifies the restricted work the LBP carried out or supervised. It is not a warranty for the entire project. A contractual dispute, non-payment or

the fact that another contractor later completes the project does not, by itself, provide a good reason for withholding the record of work.

[19] The Code of Ethics came into force on 25 October 2022. The Board has not applied it retrospectively to conduct completed before that date. Clause 10 required work carried out or supervised after that date to be undertaken in accordance with the Fair Trading Act 1986, which prohibits misleading or deceptive conduct in trade. Clause 20 required an LBP involved in a building dispute to attempt resolution, make himself available and act professionally and respectfully. Clause 25 required reasonable steps to maintain accurate records of money received and paid out and other appropriate documents.

[20] Disrepute under section 317(1)(i) is assessed objectively. The question is whether the proved conduct, viewed in its context and connection with the practitioner's licensed status, brings or is likely to bring the LBP regime into disrepute. The Board must identify serious conduct that affects public confidence in the regime, not merely repeat the fact that another charge has been upheld.

What happened on the project?

[21] Auckland Council issued building consent [OMITTED] on 5 November 2021 for a new two-storey dwelling and minor dwelling. G. Revake Builders Limited offered a fixed-price building contract dated 22 November 2021. Mr Revake and [OMITTED] signed it on 10 February 2022. The stated price was $600,500 including GST, and the expected construction period was six to seven months.

[22] The contract schedule represented that the package included a "10 Years Warranty" and identified "Master Builder" as the provider. The Complainants had obtained three quotations. Their evidence was that Mr Revake's was the middle-priced proposal and that his LBP and Master Builder status, together with the promised warranty, were a substantial influence on their selection.

[23] The Complainants' payment schedule records payments totalling $584,432.50 between March 2022 and September 2023. That was approximately 97.3 per cent of the fixed contract price. The Board accepts the schedule as an accurate summary of the payments. It does not treat the payment percentage alone as proof of disciplinary conduct; the relevance is:

a) the combination of near-full payment, substantial work remaining,

b) the admissions about project funds, and

c) the absence of an explanation justifying the difference between what was delivered, and the obligations promised and contracted by Mr Revake's business on his direction.

[24] During the build, Mr Revake proposed replacing the east elevation first floor external brick-clad wall with weatherboard. The Complainants agreed because he said the change would reduce costs and allow the stalled project to progress, but only on the understanding that it would be lawful and approved. The change was carried out before the necessary design and building consent amendment or approval process was completed. The associated internal roof gutter was also constructed without the fall required by the consented design. The Complainants had not requested the change. Their agreement was conditional on the change being lawful, approved and producing the represented cost and programme benefits. The Complainants therefore lost the benefit of the brick veneer specified for the first-floor east elevation, while also becoming responsible for obtaining the approval necessary to regularise the altered design.

[25] By early 2024 the project was seriously delayed and the relationship had broken down. At a meeting on 9 February 2024, the Complainants sought a completion date. Their evidence was that Mr Revake said he did not have funds to complete the project, was waiting for finance and had used money received for this build on other projects. A letter from the Complainants' solicitor dated 1 March 2024 recorded those statements, required completion by 12 May 2024, and asked for evidence of claimed variations. The record contains no contemporaneous correction or denial from Mr Revake.

[26] On 13 August 2024 the parties entered an Agreement to Complete Building Work. It required completion by 23 October 2024, including a passed final inspection and a Code Compliance Certificate application. The work was not completed. On 25 October 2024 the contract was cancelled. The cancellation and handover correspondence required the plans, keys, producer statements, subcontractor details and Mr Revake's Record of Work. Those materials were not provided in the required form.

[27] The Complainants engaged others to finish the project and obtain compliance material. The evidence placed their further expenditure at about $260,000. That amount included completion and remedial work, as well as work outside the original contract. [OMITTED] estimated that the build was approximately 60 per cent complete. The Board does not adopt that estimate as a precise measure. It relies on it only to the limited extent that it is consistent with the extensive work and cost that remained after almost all of the contract price had been paid.

[28] The missing records also delayed the Code Compliance Certificate process. The Complainants gave evidence that they had to obtain information from suppliers and other trades, including information about internal tanking, products, inspections and trade responsibility. Their contract-works insurer later withdrew cover as the work had not been completed, while ordinary home insurance was not available because there was no practical-completion certification or Code Compliance Certificate. The dwelling was therefore uninsured for a period.

Did Mr Revake carry out negligent work or work contrary to the consent?

The floor joists

[29] The Notice of Proceeding raised the size and spacing of floor joists by reference to Council inspection material. The Board is not satisfied that negligent or incompetent work is proved on this issue. The material showed work that required completion or further attention at an intermediate stage. It did not establish that Mr Revake left a completed joist system that was structurally inadequate or that an identified departure remained in the final work under his control.

[30] Incomplete work is not, without more, negligent work. Nor did the evidence establish a completed joist arrangement contrary to the building consent to the standard required for section 317(1)(d). The joist issue is therefore not upheld under either section 317(1)(b) or section 317(1)(d).

The change from brick to weatherboard

[31] The position is different for the cladding change. Mr Revake proposed and controlled the change. The Complainants had contracted for a dwelling with a combination of brick veneer and weatherboard cladding. They agreed to substitute weatherboard for the brick veneer on the first floor of the east elevation only because Mr Revake represented that the change would reduce costs, allow the delayed project to progress and be undertaken lawfully with any necessary approvals. Their agreement was therefore conditional. It was not an agreement to abandon the contractual design for Mr Revake's convenience.

[32] The Board is satisfied that the change primarily served Mr Revake's interests rather than those of the Complainants. The brick veneer specified for the first-floor east elevation was not installed as contracted. Instead, the Complainants received weatherboard in that area, became responsible for obtaining the necessary design work and building consent amendment after Mr Revake's involvement ended, and were left to address the consequential issues arising from the altered design, including the internal roof gutter. This was not a minor variation in materials. It altered the appearance, construction methodology and consent status of the building.

[33] As the principal contractor and licensed building practitioner responsible for managing and supervising the work, Mr Revake was required to ensure that the proposed change was properly designed and authorised before construction proceeded. Instead, he installed the altered cladding before the necessary design and building consent amendment or approval process had been completed. The Board is satisfied that this fell materially below the standard expected of a licensed building practitioner. It constituted negligent building work under section 317(1)(b). Because the work departed from the consented design before the required

approval process had been completed, it also amounted to work contrary to the building consent under section 317(1)(d).

The internal roof gutter

[34] The consented design required the internal roof gutter to be constructed with effective falls to two outlets. The gutter as constructed under Mr Revake's responsibility did not meet that requirement. The gutter required correction to provide the falls specified in the consented design.

[35] An internal gutter is a material design element. The gutter formed part of the altered roof-edge and cladding arrangement implemented under Mr Revake's supervision. The Board finds that the failure to provide the consented falls was negligent and that the construction of the gutter was not in accordance with the building consent.

Conclusion on the technical charges

[36] The section 317(1)(b) charge is upheld based on negligence in relation to the unapproved cladding change and the internal gutter. It is not upheld as incompetence and is not upheld in relation to the joists. The section 317(1)(d) charge is upheld for the same cladding and gutter work and dismissed for the joist issue.

[37] The Board treats the negligence and consent findings as one course of technical conduct when assessing gravity. The same facts cannot be multiplied merely because the Building Act applies to them in two ways.

Did Mr Revake carry out foundation blockwork outside his licence?

[38] Mr Revake held a Carpentry licence, not a Bricklaying and Blocklaying licence. The issue was whether he personally carried out or technically supervised restricted foundation blockwork. The evidence established that foundation blockwork was undertaken and appeared to have been competently performed. It did not establish who carried out or supervised all of it.

[39] An Auckland Council inspection (ICB) entry dated 4 August 2022 identified [OMITTED] as the LBP for concrete block, nib and in-situ work. [OMITTED] gave clear evidence that he had never worked at the site and did not know why his name was recorded. [OMITTED] had no direct or indirect knowledge of [OMITTED] working there. [OMITTED] could not connect him with the work. For the reasons given in [OMITTED], the Board accepted [OMITTED] evidence and gave the inspection attribution no probative weight as proof of his involvement.

[40] The Council record appears to have been created from information supplied in connection with the inspection. Mr Revake, as the main contractor's representative, was the person best placed to explain the source of the information and identify the actual blocklayer. The Board cannot safely determine whether he personally supplied [OMITTED] details, authorised

someone else to do so, or simply failed to correct the record. His reasons, and the precise mechanism, remain unknown because he did not respond evidentially or attend.

[41] [OMITTED] advised that the foundation blockwork was completed by others before he arrived on the building site. He had no knowledge of who the persons were who completed the foundation masonry blockwork.

[42] The burden remains on the Board. It cannot infer from Mr Revake's silence alone that he personally laid or technically supervised the blockwork. On the available evidence, it is at least as likely that the work was carried out competently by another masonry practitioner and was inaccurately recorded. The section 317(1)(c) charge is therefore not upheld.

[43] That conclusion should not be misunderstood as approval of Mr Revake's conduct. By the hearing he knew that [OMITTED] faced an unfounded disciplinary charge arising from the inspection record. He was summoned specifically so that the position could be clarified. He still did not identify who completed the blockwork or explain how [OMITTED] name entered the Council record. Those matters were not notified as a separate disciplinary charge in this proceeding, and the Board does not use them to convert an unproved section 317(1)(c) allegation into a finding. They are, however, relevant to the Board's assessment of cooperation, insight, penalty and costs.

Did Mr Revake provide the required Record of Work?

[44] Mr Revake carried out or supervised restricted carpentry work on the dwelling. His company's involvement ended when the contract was cancelled on 25 October 2024. At the latest, that was the point at which his own restricted building work had ended and a Record of Work was required for the work he had carried out or supervised.

[45] The owner's records and the Council records contained no prescribed Record of Work from Mr Revake. The cancellation letter expressly required one, and further attempts were made to obtain the compliance and handover information. None was supplied. The Board is careful not to attribute to Mr Revake Records of Work or producer statements that were the responsibility of roofers, waterproofers, plumbers, drainlayers or other licensed practitioners. The finding concerns his own carpentry restricted building work.

[46] Mr Revake advanced no good reason for the failure. Project incompletion, the contractual dispute, company liquidation and the later involvement of completion contractors did not remove his statutory obligation to record what he had done or supervised. The section 317(1)(da)(ii) charge is upheld.

Did Mr Revake breach the Code of Ethics?

The promised Master Builder warranty

[47] The signed contract represented that the fixed-price building package included a ten-year Master Builder warranty. The representation was important. It offered independent protection if the builder failed to complete the work or if covered defects later emerged. The Complainants' evidence was that they relied on that protection when choosing Mr Revake's proposal.

[48] [OMITTED] gave evidence that Mr Revake later admitted he had intentionally not obtained the warranty because he wanted to save the application or premium cost. Obtaining the warranty required an application, supporting information, payment and acceptance. No certificate, application or payment record was produced. The Board accepts the Complainants' evidence. It was direct, consistent with the complete absence of any warranty documentation, and unanswered.

[49] The contract was executed before the Code came into force. The Board does not apply clause 10 retrospectively to the original act of signing. The representation was, however, left in place throughout an ongoing building contract after 25 October 2022. Mr Revake continued the work and accepted substantial further payments while knowing that the promised protection had not been applied for or obtained. He did not correct the representation or tell the Complainants that they lacked the cover for which they had contracted.

[50] That continuing post-commencement conduct was misleading conduct in trade. It was inconsistent with the Fair Trading Act and therefore breached clause 10(2)(d). Even an initially innocent representation would have required correction once its falsity became known. Here the evidence establishes more: Mr Revake deliberately chose not to obtain the warranty to retain the cost saving for himself and allowed the Complainants to continue on the false premise that the protection existed.

[51] The warranty would have been directly relevant when G. Revake Builders Limited failed to finish the project. The Complainants' further expenditure was approximately $260,000. That amount included completion and remedial work, as well as work outside the original contract. The Board does not decide the exact scope or amount that a warranty provider would ultimately have accepted. The point is that the Complainants were deprived of the independent completion and defects protection expressly represented in the contract.

[52] The Board makes no Code finding in respect of the execution of the contract on 10 February 2022, before the Code came into force. The original representation and the circumstances in which it was made remain relevant to the separately notified disrepute charge. The clause 10 finding is confined to Mr Revake's continuing conduct after 25 October 2022.

The response to the building dispute

[53] There was some engagement with the dispute over failures concerning the build. Mr Revake attended the February 2024 meeting, communicated through lawyers and signed the August 2024 agreement. Clause 20 does not make every failure to complete a settlement a disciplinary breach. The Board must decide whether he genuinely attempted to resolve the dispute, made himself available and acted professionally and respectfully.

[54] The Board is not satisfied that Mr Revake's engagement amounted to a genuine attempt to resolve the dispute. He would not commit to a realistic completion programme at the February 2024 meeting. He was put on formal notice in March 2024. He later entered an agreement to finish the work by 23 October 2024, but did not carry out the promised completion and did not provide a credible explanation. When the contract was cancelled, he failed to provide the records and trade information required for the Complainants and replacement contractors to complete the project and obtain compliance certification.

[55] The failure to hand over information was not a minor administrative issue. A Complainant or completion contractor cannot readily obtain producer statements, Records of Work, inspection records, warranties, product details and the identity of the people responsible for specialist work. Mr Revake represented during the attempted resolution that the necessary information would be provided, but it was not.

[56] The Board finds that this conduct breached clause 20.

Project funds and business records

[57] The Complainants gave direct sworn evidence that Mr Revake admitted using money received for one project to fund other projects. The 1 March 2024 solicitor's letter recorded the same admission, specifically in relation to this build, and put it to him contemporaneously. The statement was not corrected in the correspondence and was never answered with accounts, a project ledger or another explanation. The Board is satisfied that the admission was made and that project receipts were directed to unrelated work.

[58] The Board does not hold that every builder must keep each project's money in a separate trust account, or that using general business cash flow across projects automatically establishes a Code breach. Clause 25 is directed to methodical and responsible business administration, including accurate records of money received and paid out and other appropriate documents.

[59] Here, approximately $584,432.50 had been received under a $600,500 fixed-price contract. Substantial paid work remained incomplete, suppliers and Council charges were left unpaid, and the Complainants incurred about $260,000 in further expenditure, including completion and remedial work and other work outside the original contract. When asked to account for

alleged variations and the use of funds, Mr Revake did not provide the records. He provided none to the investigator or the Board despite the financial particulars being expressly notified.

[60] The Board is satisfied that Mr Revake did not take reasonable steps to maintain accurate records of the money received and paid out on the project or the supporting documents necessary to account for those transactions. His admitted use of project receipts on unrelated work, the substantial unexplained difference between payments received and work delivered, and his failure to produce any meaningful accounting records together establish the clause 25 breach. This is a disciplinary finding about professional business administration. It is not a civil account or an award of contractual damages.

Did the conduct bring the LBP regime into disrepute?

[61] The disrepute charge was notified on the same Master Builder warranty, dispute-resolution and project-funds conduct, considered cumulatively or as an alternative. The Board does not use unrelated project grievances or the dismissed outside-licence particular to expand that charge.

[62] The warranty conduct was dishonest. Mr Revake represented that the contract included material, and in fact essential independent protection. He subsequently made a deliberate decision not to obtain that protection in order to save its cost, did not disclose that decision, and allowed the Complainants to continue on the basis that the promised protection existed. The Board rejects the possibility of an innocent oversight because of the admitted deliberate decision not to obtain the cover and the prolonged failure to disclose that decision. No corresponding adjustment was made to the contract price.

[63] The conduct concerning project funds was also serious. Mr Revake accepted almost the entire contract price, used funds on unrelated projects, left substantial work incomplete and did not account for the money or provide the records needed to test his position. When the resulting dispute was formalised, he made further commitments but did not genuinely implement them or provide the information required to complete and certify the building.

[64] The consequences illustrate the gravity of Mr Revake’s conduct. The Complainants incurred approximately $260,000 in further expenditure, including completion and remedial work and other work outside the original contract, after paying about 97 per cent of the original price. The Board does not treat that figure as a precise damages assessment or attribute every dollar to one disciplinary breach. It demonstrates the scale of the project failure against which the warranty and financial representations operated.

[65] The failure to provide the essential compliance and handover records created a separate and foreseeable cost and risk. The Complainants' evidence was that their specialist contract-works cover ended while ordinary home insurance remained unavailable because they lacked practical-completion certification or a Code Compliance Certificate. They were uninsured for a

period. This placed the potential exposure in the event of a total loss at approximately $860,000 or more. That was a risk, not an actual loss, and the Board makes no insurance determination. It shows why truthful representations and proper handover records are fundamental consumer protections.

[66] The LBP regime depends on the public being able to rely on licensed practitioners to act honestly, comply with the regulatory framework, maintain proper records and take responsibility when a project goes wrong. Mr Revake's conduct was not an ordinary business failure or an inability to complete through misfortune. It involved deliberate misrepresentation for personal financial advantage, irresponsible use and recording of project funds, and bad-faith conduct when the Complainants attempted to secure completion and compliance information.

[67] Viewed objectively, that conduct would substantially diminish public confidence in licensed building practitioners and the protections associated with the regime. The section 317(1)(i) charge is upheld. The Board treats the Code and disrepute findings on a totality basis and does not count the same facts more than once when fixing penalty.

What orders should the Board make?

Penalty

[68] The purposes of disciplinary action are to protect the public, maintain proper professional standards, mark the seriousness of the conduct and deter repetition. The penalty must be proportionate to the proved conduct as a whole.

[69] Cancellation is necessary. The central disrepute finding rests on dishonesty in a matter that went to the protection offered to residential consumers and on serious failures in the handling and recording of project money. Those findings are incompatible with the trust placed in a licensed practitioner. The negligence, Record of Work and dispute-resolution findings materially reinforce the need for public protection.

[70] No material mitigation was placed before the Board. Mr Revake did not provide a merits response, evidence of remedial action, an accounting explanation, insight, acceptance of responsibility or an apology. His failure to attend after being warned and summoned denied the Board the opportunity to test an explanation and denied [OMITTED] the evidence of the main contractor in an inquiry that arose from this project.

[71] The Board does not punish Mr Revake in this decision for an uncharged offence arising from his failure to comply with the summons, and it makes no separate disciplinary finding based on his non-attendance. The Board treats his lack of engagement with the disciplinary process, his failure to comply with the summons, and his failure to assist when another LBP faced an unfounded charge as post-complaint conduct demonstrating an absence of insight and

professional responsibility. Those matters are aggravating factors in selecting the protective order and its duration.

[72] Under section 318(1)(a)(i), the Board cancels Mr Revake's licensing and directs the Registrar to remove his name from the register. The cancellation takes effect on the Written Decision Date shown on the face sheet. Under section 318(1)(a)(ii), Mr Revake may not apply to be relicensed in any class before the expiry of 24 months from that date.

[73] The 24-month period is an absolute prohibition on making an application during that period. Its expiry does not create an entitlement to a licence. Any later application will be for the Registrar to determine under the legislation and applicable licensing rules, taking account of all matters lawfully relevant, including this decision. The Board does not predetermine that assessment.

[74] Because the Board has taken the cancellation action under section 318(1)(a), it does not also suspend, restrict or censure Mr Revake, and it does not impose a fine. This is a limitation in section 318(2). The seriousness of the conduct is reflected in the cancellation and the period before any application may be made.

Costs

[75] Costs under section 318(4) are a contribution to the costs and expenses of the inquiry. They are not an additional punishment. The Board's recorded costs and expenses materially exceeded the costs and expenses we impose. We order a contribution of $5,000, it represents approximately half of the actual costs and is proportionate to the scope of the hearing and the findings made.

[76] The common hearing also required the Board to investigate and determine [OMITTED] inquiry. Mr Revake cannot be ordered to pay [OMITTED] personal costs. The Board has, however, taken into account that Mr Revake's failure to identify the actual LBP blocklayer, explain the Council entry or comply with the summons materially increased the Board's own investigation and hearing costs. The order remains below the actual cost and makes an appropriate allowance for the outside-licence charge being dismissed.

Publication

[77] The disciplinary action will be recorded on the public register as required by the Act. The Board also directs public notification under section 318(5) by publication of this decision in the ordinary manner.

[78] The public interest in transparency is compelling. The findings concern dishonesty, consumer protection, project funds, regulatory documentation and cancellation of licensing. No suppression or other restriction was sought or appears justified. Publication is necessary to

promote transparency, protect the public and maintain confidence in the disciplinary and licensing regime.

Orders

[79] The Board orders as follows:

a) The charge under section 317(1)(b) is upheld on the basis of negligence in relation to the change from brick to weatherboard cladding and the internal roof gutter. It is not upheld as incompetence and is not upheld in relation to joist sizes and spacing.

b) The charge under section 317(1)(d) is upheld in relation to the same cladding and internal-gutter work. It is not upheld in relation to the joist issue.

c) The charge under section 317(1)(c), concerning foundation blockwork outside the scope of the Respondent's licence, is not upheld and is dismissed.

d) The charge under section 317(1)(da)(ii), concerning failure without good reason to provide a Record of Work, is upheld.

e) The charge under section 317(1)(g) is upheld. The Respondent breached clause 10(2)(d) through his conduct after 25 October 2022 concerning the Master Builder warranty, clause 20 in relation to dispute resolution, and clause 25 in relation to project funds and business records.

f) The charge under section 317(1)(i), concerning conduct that brings or is likely to bring the LBP regime into disrepute, is upheld.

g) Under section 318(1)(a)(i), the Respondent's licensing is cancelled with effect from the Written Decision Date shown on the face sheet, and the Registrar is directed to remove his name from the register.

h) Under section 318(1)(a)(ii), the Respondent may not apply to be relicensed in any class before the expiry of 24 months from the Written Decision Date.

i) Under section 318(4), the Respondent must pay $5,000 towards the costs and expenses of, and incidental to, the Board's inquiry.

j) The action is to be recorded on the register and publicly notified under section 318(5) by publication of this decision in the ordinary manner. There is no restriction on publication.

Right of appeal

[80] Section 330(2)(b) of the Building Act 2004 gives Mr Revake the right of appeal to the District Court against the Board's decision to take action under section 318. Under section 331, an appeal must be lodged within 20 working days after notice of this written decision or action is communicated to him, unless the District Court allows further time. For clarity, the appeal period runs from communication of the written decision, not from the oral result announced on 4 August 2026. The action takes effect on the Written Decision Date and continues in force pending any appeal unless the District Court orders otherwise.

Signed and dated this 5th day of November 2026.



G Pearson
Presiding Member