

## Advocacy service acted inappropriately and exploited a vulnerable disability consumer

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### Introduction

1. Every person has the right to make decisions, and people with learning disabilities, neurodiversity, or other cognitive impairments may require support to make those decisions. Short-term advocacy can be an important aspect of this, and independence and neutrality are vital when supporting someone in this way. This case involves a vulnerable consumer managing contractual and monetary matters and highlights the importance of an independent support person being present to mitigate the risk of possible coercion and ensure the process is fair and transparent.
2. This report discusses the advocacy services provided by a disability advocacy charity (the charity) and Mr B, Senior Disability Service Navigator and Chairman of the disability advocacy charity, to Miss A.
3. On 8 April 2025, the Health and Disability Commissioner (HDC) received a complaint from Miss A that raised concerns about the appropriateness of the charity's policies and procedures and about potentially unethical practices and financial exploitation. Miss A is concerned that she had been taken advantage of and threatened by Mr B.

### Information gathered

#### *Background*

4. Miss A, in her early thirties during the events, has been diagnosed with intellectual disability (ID), autism, attention-deficit hyperactivity disorder, and reactive attachment disorder. Two years before the events, she befriended Mr B via Facebook because he was involved in the disability sector and acted as an advocate/senior navigator for people with autism and neurodiversity.
5. In January 2025, Miss A approached Mr B asking for assistance with her Work and Income New Zealand (WINZ) benefit and allowances. Miss A met with Mr B, who explained what he could do for her, including that he could advocate for changes to her benefit and apply for allowances. Mr B stated that the current support she received from CCS Disability Action (CCS) was 'useless' and that 'they didn't do a good enough job.' He therefore encouraged Miss A to cut ties with CCS and her support worker and to sign the charity's engagement letter, which included a fee schedule. Miss A said she signed the letter despite not really understanding what she signed because of her ID. Miss A cut ties with both CCS and her support worker and so was not supported by an independent support person or support worker when she signed the document.
6. Miss A was unhoused at the time of the meeting, and Mr B offered that Miss A could reside with him. In a letter to WINZ, he declared that the rent was \$250 per week although it was \$356, which Miss A paid. After Miss A moved into Mr B's residence in February 2025, she was given two invoices from the charity/Mr B, dated 29 January and 7 February, totalling

approximately \$2600. The invoices itemised the different advocacy services rendered by Mr B, including meetings and communication with WINZ regarding Miss A's benefit. Miss A was concerned because she had never had to pay for advocacy services in the past and did not expect to be charged for these services.

7. Miss A stated that she was 'kicked out' by Mr B within a week, after what Mr B called a 'breach of rule.' She said that Mr B demanded that she pay the rent up until the end of her three-week notice period. Miss A told Mr B that she refused to pay the additional rent or the invoices for advocacy services. She contacted CCS, where the invoice had also been sent by the charity to be deducted from her personal Enabling Good Lives budget. Miss A explained the situation to CCS and asked them not to pay the invoices, so they did not.
8. Miss A decided to lodge a complaint with WINZ, HDC, and the Police about her experience with the charity and Mr B. She also decided to go public with her complaints and contacted Stuff media, who published an article in April 2025. The article described Miss A's story/background as outlined above, and Mr B responded, which is discussed below.

### **Further information**

#### *Threats from Mr B*

9. After making the complaints, Miss A received multiple threats from Mr B, which have been submitted to HDC and include the following:
  - a. A voicemail telling Miss A that 'YOU are in very serious trouble, young lady, for publishing something that didn't need to be published', calling Miss A an 'evil little witch' and stating, 'You will rot.'
  - b. Screenshots of messages where Mr B:
    - gives Miss A one hour to 'withdraw her allegations' otherwise he would press charges, including 'stalking, harassment charges'.
    - tells Miss A that 'your reporter won't have a job, you and her have f[...]d up badly and will pay the price.'
    - gives Miss A a warning to 'cease and desist her activities with regards to the charity and its staff' and advises that, if she did not, a police complaint would be lodged, and she would be facing legal action.

#### *HDC communication with Mr B and the disability advocacy charity*

10. Since receiving the complaint from Miss A, HDC has tried to engage with Mr B on numerous occasions. The nature of the communication and responses is summarised below.
11. 29 May 2025: HDC sent a section 14(1) information request to the charity and Mr B, outlining the complaint and requesting relevant information. Mr B responded: 'We are not answering these emails and a response will be generated after the 12th June 2025.' No further response was received.

12. 22 August 2025: HDC sent a notification of a formal investigation to charity and Mr B:

'I note that you chose not to respond to the s14(1) information request by HDC, and the information requested in that letter is therefore still outstanding. I remind you of your obligation to respond and that I will continue with my assessment of Miss A's complaint, whether or not you choose to respond. In addition, I remind you that I have the option of naming you and disability advocacy charity in the final published report, should you or disability advocacy charity be found in breach of [the Code of Health and Disability Services Consumers' Rights] the Code, and should you continue not to engage in the HDC process.'

13. 22 August 2025: Mr B responded:

'We won't be responding to this matter at all Miss A is facing charges for dishonesty in court and is awaiting both sentence and a date in the disputes tribunal over non payment of her fees. No more correspondence will be replied to and a formal letter will be sent to HDC Any attempts to bully us will not be accepted, Because of Miss A's lies we don't have a client arm, and she is actively trying to destroy our trust.'

14. 10 September 2025: Further communication from Mr B:

'Just to notify HDC that we at [the charity] have now engaged a lawyer and the office can expect to hear from them in Due course our lawyer has also advised us to say that we will not be responding or providing any information on Ms A's complaints if there are any more attempts to publish or make any decisions or any reports public before we have filed in the High Court of New Zealand we will act IMMEDIATELY and will hold the HDC the deputy commissioner, the commissioner the minister and Ms A and charges will follow, Because of Ms A's lies we have been subjected to the most threatening behaviour and told to kill ourselves,'

15. To date, HDC has not been contacted by either the Police or a lawyer representing Mr B/the charity. I also note that, according to Miss A, she has not been contacted by the Police, New Zealand Courts, or the Disputes Tribunal. Other than the communication listed above, HDC has not received any evidence or further statements from Mr B in relation to this complaint. Therefore, the Stuff article published in April 2025 is summarised in paragraphs 16 and 17 as evidence of Mr B's statements.

*Summary of Stuff article*

16. Mr B stated in the interview with Stuff that he had not acted as Miss A's advocate as he 'would immediately object to doing any work for anyone who is living under my roof'. Mr B said that 'the entire period of time, she was being charged fees for every bit of work that was being done... and she knew it.' Mr B also stated that Miss A is 'a narcissistic autistic, and she won't ever change. As far as I'm concerned, we didn't do the dirty on her ... We were the organisation that tried to help and she walked all over us. She was so very ungrateful and she is legally withholding fees from us.'

17. In the Stuff article, the Ministry of Social Development (MSD) confirmed that their records showed that Mr B was Miss A's agent and had acted on her behalf on several occasions, beginning on 29 January 2025. MSD stated, 'It is an offence under Section 292 of the Social Security Act to demand or accept from any applicant for a benefit any fee or other consideration for procuring or endeavouring to procure the grant of a benefit.' MSD urged anyone who is asked for money in exchange for assistance with applying for WINZ benefits to contact MSD so it can be investigated.

*MSD Disability Support Services (DSS) response*

18. On 22 August 2025, HDC informed DSS that it had commenced an investigation into the services Mr B and the charity had provided to Miss A. DSS responded that as the charity did not have a contractual relationship with DSS, it had contacted the Integrity and Debt Team in the MSD Service Delivery Group because aspects of the complaint related to s292 of the Act.

*MSD response*

19. MSD responded that media and HDC queries related to the charity/Mr B and Miss A had triggered an investigation by MSD's Integrity and Debt Team. At the time of the investigation, it was unclear whether Miss A had lodged a formal complaint against the charity and Mr B. MSD's investigation concluded in November 2025.
20. MSD advised that Mr B (acting on behalf of the charity as an agent) was providing navigation services to Miss A for a period of approximately one week during the end of January/early February 2025. MSD stated that '[w]hile the investigations considered whether an offence had occurred under [s292], no charges are being laid in relation to these matters.' MSD intends to apply a restriction for Mr B acting as an agent for other clients. MSD concluded that:

'[f]rom August 2025, Work and Income [...] began work to identify all clients that have appointed Mr B, [advocacy service] or [the charity] as an agent or authorised advocate. Steps are underway to notify these clients and recommend alternative support networks.'

**Responses to the provisional decision**

21. In response to the provisional decision, Miss A provided comments that have been incorporated in this report where applicable.
22. Mr B and the charity were given the opportunity to provide comments related to the provisional decision but chose not to engage in the process or provide comments.

**Decision**

*Jurisdiction*

23. Under the Health and Disability Commissioner Act 1994 (the Act) a 'disability services provider means any person who provides, or holds himself or herself or itself out as providing, disability services'. 'Disability services' include services 'provided to people with disabilities for their care or support or to promote their independence; provided for

purposes related or incidental to the care or support of people with disabilities or to the promotion of the independence of such people’.

24. I have found that the charity and Mr B hold themselves out as providing advocacy and support services to the disability community and therefore that the charity and Mr B are disability service providers for the purposes of the Act and the Code. Accordingly, I consider that I have jurisdiction to consider the complaint made by Miss A.
25. I consider that the concerns raised by Miss A are significant because they give rise to questions about the exploitation and disrespectful treatment of vulnerable consumers, poor engagement in the complaints process, and a lack of organisational policies and procedures in place to guide advocacy and services provided by the charity.

### **The disability advocacy charity**

26. As a disability service provider, the charity has a duty to provide its vulnerable consumers, including Miss A, with an appropriate standard of service, including complying with the Code.

#### *Management of complaint – breach*

27. Right 10(1) of the Code states that ‘[e]very consumer has the right to complain about a provider in any form appropriate to the consumer.’ Right 10(3) states that ‘[e]very provider must facilitate the fair, simple, speedy, and efficient resolution of complaints.’
28. On 8 April 2025, Miss A lodged her complaint with HDC after having received invoices from the charity that she never anticipated. Although Mr B considered the complaint to be unfounded, I consider it was incumbent on him, as a Senior Disability Service Navigator and Chairman of the charity, to engage in the process of resolving Miss A’s complaint. I am critical that, instead of engaging properly to resolve Miss A’s concerns, Mr B chose to use inflammatory language, accuse her of lying, and issue threats to dismiss and minimise her complaint.
29. During the information gathering and notification process, HDC requested copies of all the charity’s policies and procedures underpinning its services and support, including the Complaints Policy and Procedure. Despite multiple requests and opportunities for the charity to do so, no policies or procedures were provided. Therefore, I am left to conclude that the charity has no such policies in place.
30. For failing to have a written complaints policy and procedure in place and failing to respond to HDC’s request for information or engage in HDC processes, and by not engaging in and facilitating the complaint resolution process in a fair, simple, speedy, and efficient manner, I find that the disability advocacy charity breached Right 10(3) of the Code.

### **Mr B**

#### *Financial exploitation – breach*

31. Right 2 of the Code states that ‘[e]very consumer has the right to be free from discrimination, coercion, harassment, and sexual, financial or other exploitation.’

32. As I stated at the outset of this report, every person has the right to make decisions and, in certain circumstances, may require support to do so. For example, when a vulnerable consumer is managing contractual and monetary matters, it is important that an independent advocate is available to support them and ensure the process is fair and transparent.
33. I am critical that Mr B encouraged Miss A to sign the engagement letter with the charity without ensuring the arrangement was clear to Miss A, given that she had an ID and therefore a limited understanding of the content, including that she would be charged for the advocacy services. In addition, I am concerned that Mr B met with Miss A on his own to discuss and agree a contract. I consider that this scenario left Miss A in a precarious situation as she no longer had objective support to help her navigate the agreement and other issues, such as Mr B's offer for her to move in with him.
34. As shown by the statement from MSD, Mr B was in fact Miss A's agent when he invited her to reside in his home, and I am critical of this. Although I cannot make a finding related to the appropriateness of Mr B charging Miss A for rent-related arrears after he evicted her, as this issue is beyond the scope of my role as a Deputy Health and Disability Commissioner, I can make a finding in relation to Mr B invoicing Miss A for benefit-related support and for inviting her to reside with him.
35. I consider that it was highly inappropriate for Mr B to negotiate a contract with Miss A, who is a vulnerable consumer with ID. It is my view that Mr B personally would have benefited had Miss A paid the invoices.
36. I also consider that it was highly inappropriate for Mr B to invite Miss A to reside with him at the time when he was her agent. It is my view that Mr B would have derived personal monetary benefits from the arrangement. Given Mr B's role, he should have been aware of the inappropriateness of his actions in this circumstance. Accordingly, given the above, I find that Mr B breached Right 2 of the Code in relation to financial exploitation of Miss A.

#### *Treatment of Miss A – breach*

37. Right 1(1) of the Code states that '[e]very consumer has the right to be treated with respect.'
38. As discussed earlier in this report, Miss A refused to pay the charity's invoices and the future rent and lodged complaints against the charity and Mr B.
39. Mr B knew of Miss A's background, including her ID, when she signed up for services with the charity. Multiple submitted records, including media statements, show that, despite this, Mr B called Miss A derogatory names, used inflammatory language, accused her of lying, made threats against her, including that he would report her to the police and take legal action, and minimised her concerns. I consider that Mr B did not treat Miss A with the dignity and respect anyone, particularly a vulnerable consumer in her situation, deserves. Therefore, I find that Mr B breached Right 1(1) of the Code.

## Recommendations

### *The disability advocacy charity/Mr B*

40. I recommend the disability advocacy charity and Mr B:
- a. Provide a written apology to Miss A for their breaches of the Code, including failing to engage appropriately in the complaint resolution process. The apology should be provided to HDC, for forwarding to Miss A, within three weeks of the date of this report.
  - b. Develop and implement organisational policies and processes to guide their advocacy and support of people, including but not limited to, management of complaints, Code of Conduct, and ethics guidance around invoicing, including s292 services that cannot be charged for. These implemented policies and processes should be forwarded to HDC within six months of the date of this report.
41. I recommend that Mr B:
- a. Undertake the full learning modules on the Code and complaints management at <https://www.hdc.org.nz/education/online-learning/> and provide reflections on the specific learning from the complaint to HDC within three months of the date of this report.
  - b. Undertake further reading in supporting people with cognitive impairments: <https://www.disabilitysupport.govt.nz/disabled-people/resources-for-people-new-to-the-disability-community/upporting-the-dignity-of-disabled-people-things-to-know-and-do#people-with-cognitive-impairments-including-learning-disability> and provide reflections on his specific learning from the complaint related to this information to HDC within three months of the date of this report.

## Follow-up actions

42. A copy of this report will be sent to MSD – DSS and MSD – Work and Income New Zealand’s Integrity and Debt Team.

### *Naming/public safety issues*

43. Two previous similar complaints involving the charity/Mr B (cases [...] and [...]) discussed ‘concerns about poor organisational processes, a lack of policies and procedures, potential exploitation and treatment of vulnerable consumers, and poor engagement in the complaints process.’ In these cases, both the charity and Mr B were found to have breached the Code. In these cases, Mr B also declined to engage with HDC, did not provide the requested information, referred to the complainant as narcissistic autistic, and ultimately did not comply with the recommendations from the final report. After the charity/Mr B failed to comply with the recommendations, the final report was therefore re-published naming both the charity and Mr B for public safety reasons.
44. Mr B’s response to the two previous complaints is of continued concern. On 6 May 2025, Mr B stated ‘[h]ow you view us is totally wrong and we've achieved a lot in 6 years and will

continue doing that just out of the public eye in terms of clients.’ Mr B’s comment alludes to the charity and Mr B continuing to provide advocacy support and navigation related to WINZ benefits, including charging for the service, in the future, even though he is no longer an agent.

45. The charity and Mr B will be referred to the Director of Proceedings (DP) in accordance with section 45(2)(f) of the Health and Disability Commissioner Act 1994 for the purpose of deciding whether any proceedings should be taken.
46. A copy of this report with details permanently identifying the complainant removed, and the providers initially removed, will be placed on the HDC website ([www.hdc.org.nz](http://www.hdc.org.nz)) for educational purposes. At the conclusion of the DP process, an amended copy of this report naming the charity and Mr B will be released because of my continued concerns for public safety and the need for public awareness.

Ms Rose Wall

**Deputy Health and Disability Commissioner**