

**IN THE DISTRICT COURT
AT AUCKLAND**

**CRI-2017-004-007064
[2017] NZDC 17942**

NEW ZEALAND POLICE
Prosecutor

v

STEFAN ANDREW ALLETSON
Defendant

Hearing: 11 August 2017

Appearances: Sergeant M McMurtrie for the Prosecutor
S Oliver for the Defendant

Judgment: 11 August 2017

NOTES OF JUDGE A J JOHNS ON SENTENCING

[1] Mr Alletson, you appear here today for sentence in relation to three charges; firstly between 22 February and 26 May last year by deception without claim of right obtained control over several services namely [Power company 1], [Internet company 1], [Phone company 1] accounts and attempted to obtain control over several services namely [Power company 2] and [Power company 3] accounts. On 31 July last year having control of property namely men's skin care items and a wallet, on terms that you knew required you to account to any person namely the management of [the department store] for the property, and intentionally dealt with the property otherwise than in accordance with those requirements and thereby committed theft and a charge of breach of District Court bail.

[2] The summary of facts are that in terms of the first lot of offending you and the victim [name deleted] were friends and flatmates, having met in 2012. On 12 February

you and he entered a tenancy agreement and started living together in a flat [address deleted] in Kelburn, Wellington with two others. You personally set up all the flat-related accounts; electricity, Internet and the like, and all the occupants of the flat paid money to you for the applicable service to then be paid. All the accounts were set up jointly by you and the victim in names as the main account holders or you as the main account holder with the victim listed as an authorised person on the relevant account.

[3] Towards the end of June the two of you mutually decided to terminate the tenancy and on 26 June the victim moved out followed by you on 1 July. The tenancy was terminated on 24 July. On or about Sunday 3 July the victim returned to the address to check for any mail. He discovered a letter addressed to him from [Internet company 1] advising that the flat broadband account was in arrears and had to be paid immediately. He contacted [Internet company 1] and was advised he was listed as the primary account holder and that you were only noted as an authorised person on the account. He then contacted [Power Company 1] which was the flat electricity provider and he was advised that that account was in arrears and had to be paid immediately and further that he was listed as the primary account holder and you were only noted as an authorised person.

[4] On 19 August he spoke to [Phone company 1] and was advised that a new mobile phone and private call plan had been set up solely in his name. He was advised that the account was in arrears and had to be paid immediately. He then contacted [Power company 2] and was advised that on 26 May an attempt had been made to apply for a service account under his name but was unsuccessful so there was no financial liability incurred.

[5] On 19 August he received a credit report from [a debt collection agency] that confirmed that on Thursday 26 May an attempt had been made to apply for a service account under his name but was unsuccessful. After realisation that his personal details had been used to obtain service without his authority he reported to police and it seems on 22 February last year you had contacted [Power company 1], completed an application for a service account using the victim's details as the primary account holder with you as an authorised person; likewise you called [Power company 1] and

you assumed the identity of the victim as well as using your own identity. The liability there is \$825.55.

[6] On 19 April you contacted [Phone company 1] and completed an application for a mobile phone and private call number that I have referred to using the victim's personal details as the sole account holder. You failed to make any payment and arrears of \$1949.67 are owing.

[7] On 25 May you contacted [Internet company 1]. You successfully completed an application for an Internet service account for the flat using the victim's personal details as the primary account holder and you as an authorised person. That is in arrears of \$138.89.

[8] On 26 May you contacted both [Power company 2] and [Power company 3]. You attempted to apply for service accounts but you failed on each attempt. The phone number I have referred to is operated by you and was listed as the contact number on your personal website. Under the alias of Stefan Klein you listed this phone number alongside an email in your actual name, the flat address and a photo of yourself.

[9] The total financial liability incurred by you in the victim's name is \$2910.11. Reparation is not sought as all the debt has been removed from the defendant's name.

[10] In relation to the theft from [the department store] you were employed as a sales assistant at the time of the offending. Just after 9.00 am on 31 July last year you were working on the third floor. You selected a number of items from menswear accessories and put them in a branded bag. You placed it in a reserve area in the menswear department. At about 1.00 pm you picked it up and took it to the cash desk. You removed the items, deactivated the security tags and put them into the bag without paying for them. You then handed the full bag to another male, who was your partner, who left the store without paying for the items. You were interviewed as part of an internal disciplinary hearing and admitted to taking the items without paying for them and giving them to your partner but saying that your partner had no knowledge that they had been stolen. They were valued at \$674 and reparation is sought.

[11] I have a pre-sentence report. You were due for sentence on 24 May, failed to appear; you were arrested and remanded in custody and the pre-sentence report recommends a term of imprisonment. You are realistic about that because you are not in a position to offer an electronically monitored address and your counsel Ms Oliver has submitted that a sentence of about four months' imprisonment would be warranted, and that takes into account the two months you have spent on remand since the warrant was executed.

[12] The only option I have today is sentence you to a term of imprisonment and you are realistic about that. You do have relevant previous convictions; you have been before the Court for taking, using or obtaining for a pecuniary advantage in 2013, theft in 2013, unlawfully possessing police property, breach of community work and another theft and possession of objectionable publications in 2013. In relation to the latter charges you received a sentence of intensive supervision and community work. You breached your community work on three separate occasions, one of which was a representative count and you have also breached your intensive supervision twice in 2015.

[13] Ms Oliver suggests an end sentence of four months' imprisonment is warranted. You did plead guilty to these charges at an early opportunity, I acknowledge that. My view, however, is that this offending, particularly involving your flatmate, was a gross breach of trust; he was your friend, he had no idea and he is lucky that the debt collection agencies have not kept him on the records. It is often extremely difficult to get off records like that even if you have done nothing wrong and it can completely ruin your credit rating. It was deliberate and it was systematic and there is that breach of trust, and you also stole from your employer and you seem to have, in my view, little remorse for your offending.

[14] I am of the view that this offending warrants a starting point of six months' imprisonment. There should be a slight uplift for your previous convictions of one month.

[15] I am prepared to discount that by 20 percent. I accept that you pleaded guilty at the first available opportunity but you failed to appear at the last sentencing and

unfortunately for you at that stage there was an electronically monitored address available so my view is that from that starting point of seven months a discount of one and a half months is warranted; so in relation to the charges you are convicted and sentenced to five months two weeks' imprisonment.

[16] I am not going to order reparation; you are not in a position to pay reparation because you have been in custody.

A J Johns
District Court Judge