

Neighbours at war on paying for fence

Paul's neighbours decided to build a fence between their property and his, and he let them know he was happy for that to happen.

While they were at it, they removed a small retaining wall on their side of the fence. They forwarded the builder's bill to Paul and asked that he pay half of it.

Paul wonders what he was legally required to pay for, because he had agreed to pay for half of the fence, but didn't know that that would include removal of a retaining wall.

Issues between neighbours can cause major headaches if they get out of hand.

In many cases, your neighbour has to contribute to the cost of a new fence.

What is required is an "adequate" fence. You should always try to reach agreement with your neighbour before you have a new fence built.

However, if your neighbour will not agree to what you propose, you must follow the requirements of the Fencing Act. These are:

- You must give your neighbour a fencing notice.
- This must set out clearly the boundary to be fenced, the type of fence, who will build it, what it will cost and when the work will start.
- The notice must also explain that the neighbour has 21 days to object or to make any counter-proposals.

If your neighbours don't want a new fence they will have to give you a cross notice, saying why they object to the fence being built.

Then, if agreement cannot be reached, the matter will have to be dealt with by the Disputes Tribunal or the District Court.

If your neighbours have damaged the



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fence, they cannot force you to contribute to the cost of repairs.

The neighbour who caused the damage is liable to repair the fence and pay for the repair costs.

The Fencing Act sets out specimen types of fence for urban and rural boundaries.

Urban fences include post and rail fences, close-bordered fences, paling fences, panel fences and masonry walls.

In the above example, Paul does not have to pay for the retaining wall, even though he agreed to the fence.

The removal of the retaining wall was not his decision and was solely for the neighbour's benefit. Paul agreed to pay half of the fence and that was all.

He is not liable to pay for the removal of the neighbour's wall.

Usually some reasonable discussion between you should result in an agreed solution or compromise, but it pays to know your rights before you agree to anything.

■ Column courtesy of Rainey Collins Lawyers, phone 0800 733 484.

If you have a legal inquiry you would like discussed in this column, email your query to aknowsley@raineycollins.co.nz.