

All Wellington Property

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August/September 2014

Stop fence wars before they start

Vesna Wells, the chief executive of property management agency Oxygen, recommends homeowners gain at least a basic understanding of how to approach replacing a boundary fence and the legalities involved. 'This will help to prepare you for what can be a fraught and difficult process, depending on the receptiveness of your neighbours and their willingness to regard it with the same importance as you do. 'Otherwise, fence replacement can become such a source of unpleasantness and bitterness that it may even lessen your enjoyment of your own property.' Wells says it is a misconception that neighbours share the cost of the boundary fence equally in all instances. 'If it is a routine replacement, then it would most likely be a 50/50 cost sharing situation. 'But if there is an encroachment issue – for example, something from either property is causing the fence to lean over, or something is causing damage to the fence – then it may not be that simple. 'The first step is to communicate with one another and have a discussion about the fence. 'Share some ideas about how it can be replaced, and what materials and style of fence may be suitable for its location.' It may take several meetings to reach an agreement but this is a good investment of time. Resolution at this stage may well avoid subsequent heartache and additional costs.' 'Despite good intentions, one party may be unwilling to proceed because they don't perceive the replacement to be urgent, aren't willing to share the cost for budgetary or other reasons, or have competing priorities. 'If all diplomatic relations over the fence replacement, agreement on costs, materials, and when it should be replaced and by whom, have been exhausted, the default plan is the Fencing Act'. Under the act, the homeowner who wishes to work on the fence must first serve written notice on the neighbour, specifying the proposed type of fence or nature of the repairs. This notice must estimate the cost, and detail how and when the work will be done. It should also state that if the neighbour does not object to the proposal within 21 days, they automatically

become liable to contribute to half the estimated cost. (There is no liability to contribute until the 21 days have elapsed). Any objection should be written down in a 'cross-notice' and given to the neighbour before the 21 days expire. If this is done, there is no automatic obligation to contribute to the proposed work. Any cross-notice should explain the reason for the objection and can include a counter-proposal. The counterproposal may, for example, vary the height or nature of the fence, or propose alternative approaches to construction. It is then up to the parties to hammer out an agreement over the proposed work. Where agreement is impossible, the parties may refer their fencing duel to the Disputes Tribunal to determine if there is an 'adequate' fence or if it needs replacing or repairing. What is considered adequate will depend on the circumstances of each case. For example, in the country this may be a wire fence. But in a suburb something more substantial may be demanded. Among the fencing the act deems appropriate for urban homes are post and rail, panel, boarded, picket and masonry walls. If necessary, a Disputes Tribunal referee will visit a property to see whether work is needed. The referee's decision has the same effect as an order from the court. Where access to the adjoining neighbour's property is needed to do the work, a tribunal can authorise entry on to the property, even if the owner objects. Where work on a fence is completed without following procedure, there is no obligation to contribute to the costs unless the respective neighbours are already bound by an existing fencing agreement. These agreements can be registered on the title of the property and will bind successive owners. (Dominion Post 7/6/14)

Is now a good time to sell?

Yes! There is a shortage of property available for sale and plenty of buyers just waiting for the right property to come on the market.



We are always happy to provide sales statistics for any suburb and our opinion of the current market value of your home. Just let us know how we can help.

Latest Harcourts Sales Statistics (June and July 2014 Sales)

61% of properties sold for more than RV
The average sale price was 8% over RV
Highest sale price over RV was 24.6%

New consumer protections for building work

Builders will be required to have written contracts, provide information on their relevant skills, experience and qualifications, and disclose their insurance and warranty cover from 1 January 2015 for residential building work valued at over \$30,000, Building and Construction Minister Dr Nick Smith announced today. "We need to improve how building work is contracted in New Zealand to ensure better quality work, improved affordability and fewer disputes. We need to replace a 'she'll be right' with a 'doing it right' culture, with increased professionalism, open disclosure and clear expectations about what work is to be done, at what price and in what timeframe," Dr Smith says. "These new requirements come into effect 1 January 2015 and the industry needs to gear up for these significant changes. It is very encouraging to see the huge growth in building activity to reach their highest rates in a decade, but it is in these buoyant times when the risks are greatest for cutting corners and compromising quality. These requirements will reinforce the good practice of many building repairers while constraining cowboys only interested in making a quick buck. "The new requirements were approved by Cabinet on Monday and were made under Part 4A of the Building Act amendments made in 2013. They apply to building work over a minimum price of \$30,000. The new requirements are: a written contract (with specific clauses around warranties, dispute resolution, remedies); a checklist for consumers with tips on engaging builders and managing the project; and mandatory disclosure of information by building contractors (business information, key contacts and their role and qualifications, insurance cover held, warranties offered). Instant fines of \$500 will be applied for failing to provide any of the above. "These important new consumer protections are part of a wider programme of improving New Zealand's building industry. In the wake of problems over leaky buildings and the Canterbury earthquakes, we have introduced proper occupational regulation with the Licensed Building Practitioner Scheme, improved construction contracts law with amendments before Parliament, and have further work in progress to improve New Zealand's system of standards. "Our goal is an efficient building industry that is capable of delivering the quantity of quality and affordable homes that New Zealand needs," Dr Smith concluded. (Property Noise 10 July 2014)

Property Signboards - A vital part of real estate marketing?

Whilst the days of newspaper advertising for property may be numbered, I believe that the traditional property signboard is here to stay and very likely to be immune to technology advances. The signboard strategically placed on the boundary of a property which is sometimes regarded as visual pollution is in my view an integral part of marketing a property. They are akin to the promotional sticker on the supermarket aisle that draws attention to the special product when doing your weekly shop. Whilst not every property on a street is for sale the ones that are, are suitably highlighted for those on-the-look-out for a property to buy.

Signboards serve a valuable purpose. They highlight to the local neighbourhood the availability of property for sale which can be vital for those serendipitous opportunities targeting people who might not feel they are ready to move house but for whom the attraction of a specific house in a particular area can prompt the call-to-action. For these people email alerts serve no purpose as they are not actively searching. This is an important aspect of the property market, as not all buyers follow a logical path of making a conscious decision to start looking which results in a purchase and a house move. Property buying is not a linear process. The other value in house signboards is actually as a visual indicator of the property market. A lack of signboards means a quieter market, lacking demand. A lot of signboards indicates a tricky market without much activity and a nervous set of sellers looking to move. A healthy number of signboards many with the classic 'Sold' sticker signifies a dynamic market. (Taken from an article by Alistair Helm)

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