

Earthquakes - pay & tenants

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Unexpected events, such as earthquakes, have meant that many employers have not been able to open for business and/or employees have not been able to get to work.

If the interruption is short, many employers will choose to continue to pay employees to preserve goodwill.

However, whether or not you have to continue to pay staff if your business is forced to shut temporarily through outside circumstances depends on the terms of the employment agreement you have entered into.

If you want to be able to not pay workers then this needs to be specifically covered in the agreement with each person. If your agreement does not provide for this, and you unilaterally cut wages, you could face claims for unpaid wages and penalties.

If the situation is not covered by the employment agreement, employees cannot be forced into any changes to their employment agreement made by the employer.

Of course such changes may be bargained for in return for a wage

increase or other benefits the next time you negotiate your agreements. Even if you wanted to protect staff goodwill, could your business afford to keep paying the wages if an earthquake meant you were closed for days or weeks?

As a residential tenant, you are entitled to ask your landlord to provide you with information about the safety of the property you rent from them.

Your landlord will be legally responsible if they fail to provide you with this information and something happens to you or anyone else occupying the property as a result.

Your landlord has an obligation to ensure that the property you rent from them is safe.

If your landlord is aware of any issues, hazards or risks at the property, they must make sure you are notified and that the situation is remedied as soon as possible.

If you identify any issues, hazards or risks yourself, you must notify your landlord promptly so that they can get on to fixing the problem.

Depending on the situation, your landlord might ask you to stay away from the problem area, or even vacate the property temporarily if the situation is



Quarantine in Lower Hutt was damaged and a section of it has been demolished.

PHOTO: CAMERON BURNELL

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serious enough.

If you have noticed any damage, such as cracks or movement in the building structure you should advise your landlord right away.

A proactive landlord should visit their rental property soon after an earthquake, to check on its condition and ask the tenant to

tell them about any issues they have spotted.

If your landlord has not arranged to inspect your property and you would like them to, you can ask them to do so at a suitable time.

Remember that your landlord must give you at least 48 hours' notice of their intention to inspect the property, and at least 24 hours' notice that they will be coming to maintain or repair the property, except in an emergency where they are not required to give you notice.

It is your landlord's responsibility to get professional advice about the property, such as

an engineering assessment, to satisfy themselves that it is safe to be lived in.

If your landlord fails to tell you about the safety of the house you rent after an earthquake, whether or not you ask for that information, they will be liable for any damage or harm to you or any other occupants that occurs as a result.

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If you have a legal inquiry you would like discussed in this column please email sknowsley@raineycollins.co.nz