

Neighbourhood Support New Zealand



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Neighbourhood Support Fact Sheet

Fences and Neighbours

Disputes between neighbours over liability for the cost of a fence can end in resentment and ill feeling and make day-to-day life very unpleasant. Some understanding of the law relating to these matters may help avoid potential problems that could damage an ongoing relationship with a neighbour.

The **Fencing Act 1978** provides a set of rules that govern financial obligations associated with a fence erected on a "common boundary". The simplest way to ensure contribution to the cost of building or repairing a fence is to get an agreement with your neighbour. To make sure there is no misunderstanding over the agreement, it may help to record it in writing and give both parties a signed copy.

Where agreement is not possible, the Fencing Act requires that neighbours contribute equally to the cost of an "adequate fence", provided the procedures contained in the Act are correctly followed.

In order to compel contribution, the neighbour wishing to work on a fence must first serve written "notice" on their adjoining neighbour, specifying the proposed type of fence or nature of the repairs. This notice must contain an estimate of the likely cost and details on how and when the work will be done. It should also contain a statement that if the neighbour does not object to the proposal within twenty-one days, they will automatically become liable to contribute to half the estimated cost of the proposal. There is no liability to contribute until the twenty-one day notice period has elapsed.

If there is an objection to the proposed work, this should be written down in a "cross notice" and given to the neighbour during the twenty-one day period. If this is done, there is no automatic obligation to contribute to the proposed work. Any cross-notice should state why there is an objection and can include a counter-proposal. The counter-proposal 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 come to some agreement over the proposed work.

Where agreement is impossible, the parties may refer the matter to the Disputes Tribunal for a decision on whether there is an "adequate" fence or whether repair work is required. What is considered adequate will depend on the circumstances of each case. In a rural setting this may simply be a wire fence, whereas in a suburban setting something more substantial will probably be required. The Fencing Act gives examples of the types of fence that would be considered in an urban setting. These include post and rail fences, panel fences, boarded fences, picket fences and masonry walls.

In some situations a Disputes Tribunal Referee may even visit a property to see first-hand whether work is required. The decision of the Referee in these matters has the same effect as an order from the Court. Where access to the adjoining neighbour's property is required to carry out the work, a Tribunal can authorise entry on to the property, even in the face of the owner's objections.

Where work on a fence is completed without following the correct procedures, there is no obligation to contribute to the associated 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 of a property.

More information on the Fencing Act or the Disputes Tribunal is available from:

[Community Law Centres](#)

[Citizens Advice Bureau](#)

[Department for Courts – Dispute Tribunal.](#)

[New Zealand legislation can be located at this address under Statutes.](#)