

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

[2013] NZERA Christchurch 170  
5406537

BETWEEN MANDY PALMER  
Applicant  
AND SHAYNE RANSON  
Respondent

Member of Authority: M B Loftus  
Representatives: Mandy Palmer, on her own behalf  
No appearance for the Respondent  
Investigation Meeting: 22 August 2013 at Greymouth  
Submissions Received: At the investigation meeting  
Determination: 22 August 2013

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**ORAL DETERMINATION OF THE AUTHORITY**

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[1] This is a claim for money Ms Palmer contends she is due but was not paid by the respondent, Mr Shayne Ranson.

[2] The claim, as filed, identified the respondent as Mr Shayne Ranson. His address was recorded as being *Greywest Couriers Limited, 59 Kamahi Place, Paroa, Greymouth.*

[3] That raised the question of who actually employed Ms Palmer: Greywest Couriers Limited or Mr Ranson who is the company's sole director and shareholder.

[4] I questioned Ms Palmer about this. She remains adamant she understood she was employed by Mr Ranson, not Greywest, and produced bank records which show the payment she received (see 11 below) was made by Mr Ranson personally and not the company.

[5] I accept her evidence and proceed on the basis the employer was, as cited, Mr Ranson.

[6] Mr Ranson was neither present nor represented today, though that was not a surprise. There is no evidence either he or Greywest has responded to the claim or participated in the Authority's process. There is no statement in reply and Mr Ranson failed to participate in a telephone conference called to discuss the scheduling and conduct of the investigation meeting despite being advised of the call.

[7] Notwithstanding that I am satisfied Mr Ranson is aware of today's investigation meeting. His conduct was such I instructed Ms Palmer personally serve her claim. She did.

[8] Similarly, a document server was engaged to ensure Mr Ranson received the notice of hearing, along with copies of all other documents the Authority had. It was served on 2 August 2013 but, again, there was no response.

[9] Finally I note two of the Authorities documents, including the notice of hearing, identified the respondent as Greywest and not Mr Ranson. I do not consider this an issue given clause 13 of schedule two to the Employment Relation Act 2000 and a conclusion no disadvantage has occurred. The original claim identified Mr Ranson as the respondent and that was appended to the documents served on him. He is the personification of the company and it was he, not the company, who was identified as the subject of service and who received the documents.

[10] In the circumstances I know of no reason why I should not proceed. I choose to do so. Ms Palmer is entitled to have her claim determined and Mr Ranson cannot avoid that by procrastinating.

[11] Ms Palmer was employed by Mr Ranson for four weeks. She was paid \$1,000 for her first fortnight but received nothing for the second. She seeks payment of the outstanding amount - \$1,000.

[12] I questioned Ms Palmer about her claim. I am satisfied the amount claimed remains unpaid but, in any event, section 132 of the Employment Relations Act 2000 provides that where there is a failure to keep or produce wage records I may accept the claim unless the respondent can prove it is unwarranted.

[13] I have seen no evidence of wage records and Mr Ranson's absence means there is no evidence to challenge or disprove Ms Palmer's claim.

[14] In these circumstances I accept Ms Palmer's claim and conclude she is owed \$1,000.00. I order payment accordingly.

[15] There is also evidence Ms Palmer has not received her holiday pay which amounts to a further 8% of total earnings. The amount is \$160 and I again order payment.

[16] Ms Palmer also seeks interest on the above amounts. Interest is to reimburse someone for use, by others, of money that is theirs. There can be no doubt Mr Ranson has, by failing to make payments properly due, continued to have use of money rightfully belonging to Ms Palmer. This is, I conclude, a circumstance in which interest should be payable, especially in the absence of a contrary argument.

[17] The rate to be applied is prescribed in the Judicature (Prescribed Rate of Interest) Order 2011 (2011/177). It is currently 5%.

[18] The outstanding amounts were payable on 8 December 2011. Therefore, and as of the date of this determination, the interest payable on the wage and holiday arrears is \$99.00. That will increase by 16 cents for each day that passes between the date of this determination and payment.

[19] Finally there are Ms Palmer's costs. She has been successful and is therefore entitled to a contribution towards the costs she incurred in pursuing the claim. She represented herself and lives locally so her recoverable costs are limited to the Authority's filing fee of \$71.56. I conclude it appropriate Ms Palmer be recompensed accordingly.

[20] For reasons outlined above, I have concluded Mr Ranson owes Ms Palmer various sums in respect to unpaid wages, unpaid holiday pay, interest and costs.

[21] Mr Ranson is therefore ordered to pay to Ms Palmer:

- (a) \$1,160.00 (one thousand, one hundred and sixty dollars) gross for unpaid wages and holiday pay; and
- (b) A further \$99.00 (Ninety nine dollars) being interest owing as of the date of this determination. This will increase by \$0.16 (sixteen cents) with each calendar day that passes between 22 August 2013 and the date of payment; and

(c) A further \$71.56 as a contribution towards Ms Palmer's costs.

[22] The above payments are to be made, in full, no later than 4.00pm on Thursday 5 September 2013.

[23] In closing I caution Mr Ranson that failure to comply with the above orders may result in further consequences including, but not limited to, the imposition of fines and/or the sequestration of property.

M B Loftus  
Member of the Employment Relations Authority