

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 37
3342521

BETWEEN VALENTIN CECCHINI
Applicant

AND ANNA BAKER
Respondent

Member of Authority: David G Beck

Representatives: Simon Pankhurst, advocate for the Applicant
No appearance for the Respondent

Investigation Meeting: 25 November 2025 by audio visual link

Submissions Received: 25 November 2025 from the Applicant
22 January 2025 from the Respondent

Date of Determination: 23 January 2026

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Valentin Cecchini, a Republica Argentina national, says he performed work for Anna Baker undertaking various building/maintenance tasks on her rental properties in Bluff and Queenstown, while he was holidaying in New Zealand from 22 September 2023 to 31 August 2024.

[2] Mr Cecchini is claiming unpaid wages and outstanding holiday pay and says Ms Baker engaged in migrant exploitation. Mr Cecchini's advocate also identified several other remedial matters that fell outside the Authority's jurisdiction.

[3] Ms Baker says there are no unpaid wages due and asserts she did not enter an employment relationship with Mr Cecchini. However, Ms Baker conceded that in return for her providing accommodation, Mr Cecchini carried out some work at her behest.

The Authority Investigation

[4] For procedural reasons, pursuant to s 163(3) of the Employment Relations Act 2000 (the Act), the Authority's investigation concentrated on addressing two predominant issues of whether an employment relationship had been formed and whether Mr Cecchini had been appropriately remunerated for work undertaken.

[5] At the investigation meeting of 25 November 2025, I considered written and oral evidence from Mr Cecchini via an audio-visual link as he has relocated back to Argentina (on 13 September 2024). I was ably assisted by Alexis Joel Bahamonde, an interpreter. Ms Baker did not participate in the investigation meeting or prior directions conference and did not, when directed, provide a written statement of evidence but she did provide a statement in reply.

[6] I was satisfied that Ms Baker had been placed on notice of the investigation meeting as she also had email contact with the Authority on the day of the meeting and was forwarded an AVL link. Despite being advised of the investigation proceeding in her absence, in subsequent email of 18 December, Ms Baker sought an "extension of time in respect of this matter" suggesting (without supporting documentation) that she had been involved in other legal proceedings and was unable to respond. Ms Baker suggested she could not respond further until she was supplied with all the documentation the Authority relied upon. In response, the Authority reiterated Ms Baker had already been copied into all extant material and an earlier request for an adjournment of the investigation meeting had not been followed up by Ms Baker. Ms Baker had provided a statement in reply in January 2025 to counter Mr Cecchini's application to the Authority that was made in November 2024.

[7] While no further extension was granted, the Authority did provide Ms Baker a further opportunity to provide any relevant documentation by 23 January 2026. Ms Baker did not provide any further information but on 22 January she made a submission.

[8] Pursuant to s 174E of the Act I make findings of fact and law and outline conclusions on matters to resolve the disputed issues and orders but I do not record all evidence and submissions received.

[9] The issues to be decided are:

- i. Did Valentin Cecchini enter an employment relationship with Anna Baker?
- ii. If so, is Anna Baker liable for wages and other entitlements owed to Valentin Cecchini?
- iii. An assessment of the level of costs to be awarded to the successful party.

What Caused the Employment Relationship Problem?

[10] Mr Cecchini says he met Ms Baker in mid-September 2023 in Queenstown, through a contact who had advised Ms Baker owned a building company and may assist him gaining a work visa through sponsored employment. Mr Cecchini who at the time was on a tourist visa, says he commenced working for Ms Baker on 22 September, undertaking building/labouring/maintenance work on properties in Arrowtown he believed were owned by Ms Baker. Mr Cecchini says all work tasks were directed by Ms Baker (texts provided confirmed this premise).

[11] Mr Cecchini was not provided with an employment agreement but recalled agreeing to be paid \$25 per hour and initially working approximately 40 hours per week. The payments were initially made by bank transfer. Evidence (Mr Cecchini's bank statements) showed a first payment of \$925 being made from "Summit Builders Quee" on 29 September and a second payment of \$1,000 being made from Baker AC&JJ on 11 October. There was no evidence to

show \$25 per hour was the agreed rate of pay other than the amounts paid were neatly divisible by 25 and equated to up to 40 hours per week consistent with Mr Cecchini's evidence.

[12] From early November, Mr Cecchini relocated to Bluff and undertook renovation work on properties owned by Ms Baker while living in one rent free and, at times he says he also transported material between Bluff and Queenstown for Ms Baker. Photos provided by Mr Cecchini evidence the properties he was working on required extensive building, carpentry, painting and ongoing cleaning tasks. Texts show Ms Baker directed this work, and that Mr Cecchini undertook, as directed, several personal errands for Ms Baker. Mr Cecchini says from moving to Bluff his pay became irregular and he struggled to meet his living costs with no other source of funds.

[13] Mr Cecchini persisted with working for Ms Baker in Bluff in the hope she would assist with his work permit, until August when he says he could not sustain living without a regular income and by 31 August 2024, he had stopped working for Ms Baker.

[14] Mr Cecchini says he recalled being paid once in cash (\$700) by Ms Baker in April 2024 and thereafter his bank records show twelve sporadic payments between 14 May - 13 August, totalling \$1,410 an average of \$117.50. When you add the one off \$700 payment (total \$2,110) this amounts to Mr Cecchini being paid for only 84.4 hours at \$25 per hour.

[15] Mr Cecchini provided a table of his varied weekly working hours (ranging from 24-45) between September 2023 – August 2024 to be a total of 1,788 hours – at \$25 per hour this would total \$44,700. From these calculation's Mr Cecchini says he is owed \$42,590. No records were kept by Ms Baker.

[16] In contrast, Ms Baker in her statement in reply and latter submissions suggested she merely provided rent free accommodation and paid additional expenses including food, fuel and clothing and Mr Cecchini was asked to do work around the house. Ms Baker says she did try and assist Mr Cecchini in obtaining a work permit and ended the relationship when she evicted him from the Bluff property. Ms Baker provided no corroborating documentation.

[17] In summary, Ms Baker suggested there was no employment or contractual relationship with Mr Cecchini and she was merely providing financial humanitarian support and not remuneration.

Assessment – Did Mr Cecchini work for Ms Baker and is he owed arrears of wages and holiday pay?

[18] The evidence showed Mr Cecchini was engaged in various tasks on several properties and that this work was directed by Ms Baker. I am satisfied that Mr Cecchini was not a contractor, and this was an employment relationship of an ongoing, albeit casual, nature with regular variable hours.

[19] Given the evidence produced including texts, photographs and bank statements, it is more likely than not, that Mr Cecchini was not paid during some periods of his employment. In the absence of any wage and time records, I am charged with assessing what would be a fair and reasonable approach to wage arrears claimed.

[20] Since no wage time and holidays records were kept, s 132(2) of the Act and s 83(4) Holidays Act 2003 apply so that the uncontested, and I find credible, documentary and oral evidence given by Mr Cecchini may be accepted.¹

[21] The Authority is satisfied on the balance of probabilities, that Mr Cecchini has discharged the onus of proving his claims but the quantum of such and the basis of how that should be calculated, is less than clear.

Finding

[22] In the circumstances that as context showed Mr Cecchini to be in a vulnerable situation, I find that it is equitable to resolve the employment relationship problem by awarding Mr Cecchini, 1,703.6 hours pay (a figure reduced by the amount Ms Baker has paid for 84.4

¹ *Shah Enterprise NZ Limited and Sapan Jagdishbhai Shah v A Labour Inspector of Ministry of Business, Innovation and Employment* [2022] NZEmpC 177, EMPC 1/2021 at [26].

hours) at the applicable minimum wage rate given there is no documented evidence of an agreed rate of pay. This is 827.6 hours up to 1 April 2024 at minimum rate of \$22.70 ph. = \$18,786.50 and 876 hours up to 31 August 2024 at minimum rate of \$23.15 ph. = \$20,279.40. The total amount owed in unpaid wages is \$39,065.9. Holiday pay is also due on this amount.

[23] I however, do take account of Ms Baker's assertion that in addition to providing rent free accommodation she assisted with Mr Cecchini's living expenses and I reduce the calculated remedies found above by 20% to take account of the value of such a contribution by Ms Baker.

[24] I decline to order any other remedies sought as the evidence disclosed that the employment relationship was likely casual with no ongoing expectation of permanent employment and Mr Cecchini without a work permit, was unable to legally work elsewhere and he chose to end his working holiday when he left New Zealand to travel home on 13 September 2024.

Orders

[25] I order that Anna Baker must pay Valentin Cecchini the sums of:

- (i) \$31,252.72 (gross) unpaid wages; and
- (ii) \$2,500.22 (gross) holiday pay.

Costs

[26] Costs are at the discretion of the Authority (Section 15, of Schedule 2 of the Act) and here Mr Cecchini was represented. The Authority's approach is to apply a notional daily rate and only adjust that rate if persuaded that circumstances or other factors require an upward or downward adjustment.² The current daily rate is \$4,500 for the first full day of an investigation meeting.

² For further information about the factors considered in assessing costs see: www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1

[27] The investigation meeting took around two hours, so the applicable daily rate is applied on a proportional basis with a modest uplift to recognise preparation costs as Mr Cecchini was successful in his claims to recover unpaid wages and holiday pay. I order Anna Baker to pay Valentin Cecchini a sum of \$1,600 as a contribution to his legal costs and the Authority filing fee of \$71.55.

David G Beck
Member of the Employment Relations Authority