

How to Withdraw a Job Offer Letter



You may think you've found the perfect candidate for a job opening, only to discover after you extend the job offer negative information about the individual or a better candidate. In these instances, you may feel compelled to withdraw the offer letter. Even though you may feel perfectly within your rights to do so, you'll want to keep a few things in mind before withdrawing the offer to avoid potential legal issues and bad word of mouth.

Examine Your Documents

You need to be very careful in the wording of your offer letter that it does not constitute a contractual obligation. This is easily done by including a contingency paragraph at the end of the letter. For example, a disclaimer stating that the offer is contingent upon a successful background check, drug test or any other legal screening method should suffice. Even if a rejected candidate claims breach of contract, you have cause if you discover information about the individual that would have normally gotten the employee fired, such as falsifying information on his application or a previous criminal history. Employers in at-will states can fire individuals for almost any reason, but they still can't reject candidates because of discriminatory age, race or gender practices.

Promises, Promises

Potential employees who find themselves unemployed because they left their previous job in anticipation of joining your company might claim violation or promissory estoppel, which means taking back a promise of employment. Employees may make a claim against you, too, if they undertook other significant other expenses, such as relocating to your city or being forced to hire outside

childcare assistance. If you must rescind an offer, do so as soon as possible, and perform comprehensive background checks before the prospect is likely to make life-altering, expensive decisions.

What You Need to Do

It's exceedingly important to protect yourself as an employer by performing screenings before extending an offer. Criminal, drug and educational verification that may disqualify an employee should be done in most cases prior to extending the offer. This does not include periodic drug testing, as long as the screenings take place routinely and without regard to age, race, gender or sexual preference. Pursuant to Provincial Disabilities Acts, you cannot rescind a job offer unless that person legitimately cannot perform essential job functions based on his health conditions, or presents a hazard to others due to his condition. You'll be the one making the employment decision, but should rely on a doctor's opinion for legal protection and expert guidance. Be sure the physical requirements for the position are adequately spelled out on your employment documentation. Also, ensure you administer the same bank of tests for all applicants to avoid potential violation of the various disability acts and a potential lawsuit.

If You're Challenged

Should you retract your job offer and the candidate threatens to sue, there are a couple of steps you can take. One is to overlook your misgivings and decide that the offer should remain viable. Speak with other managers in your company to gauge whether you're missing something or are acting in a rash manner. Hiring the person anyway might be the smarter move long term, even if the relationship has been damaged. Another course to take is to have your attorney and the candidate or his counsel discuss a reasonable settlement, which could amount to just a few weeks' pay. However, if you have rock-solid evidence that the candidate has misrepresented himself or there are other facts that make him unemployable in your company, take it to court and present your case.

Sample letter from the Rockwell Career Centre

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