

## Attachment 1

### Resource Consent Conditions for Contracted Emergency Housing

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## **SITE 1: 16 SALA STREET (ALPIN MOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17648, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "16 Sala Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 26/04/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. *is familiar with the conditions and compliance obligations of this resource consent;*
- b. *has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. *is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 24 and 25.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

#### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

#### **Scale and Intensity**

6. A maximum of 120 occupants shall be permitted to reside within the 40 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

#### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Conditions 10, 11 and 12;
  - c. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

#### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. The existing shared open space, as shown on the Site Plan (approved under Condition 1 and updated under Condition 13), shall be retained in a condition suitable for recreational use by occupants.
12. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping, planting and boundary fencing required by Conditions 10, 11 and 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Whakarewarewa Village and Te Puia**

15. Within one month of the commencement of this consent the Consent Holder, or suitable representative, shall initiate a meeting(s) with a representative(s) from Whakarewarewa Village and Te Puia.  
The purpose of the meeting(s) is to enable good information to be shared about the:
  - a. Implementation of the Site Management Plan (SMP) in mitigating potential adverse effects of CEH;
  - b. The tidiness of the Whakarewarewa Village carpark; and
  - c. Other initiatives, such as education programmes for CEH occupants, that could be implemented to improve the relationship between the operation of CEH and the operation of cultural and tourism operations at Whakarewarewa Village and Te Puia.

The Consent Holder shall offer to meet with representatives from Whakarewarewa Village and Te Puia a minimum of once every six months.

Outcomes from each meeting shall be recorded and provided to Rotorua Lakes Council if requested by the Council.

**Note:**

*In the event that representatives from Whakarewarewa Village or Te Puia do not want to participate in meeting with the consent holder this will not be deemed a breach of this condition.*

16. Information about the location and cultural significance of Whakarewarewa Village and Te Puia as well as expectations about respecting these neighbouring sites must be clearly displayed within the main circulation areas of the subject site. CEH occupants must be informed about these expectations as part of the induction process into CEH.  
Expectations about respecting neighbouring sites shall be determined at the first meeting between the Consent Holder, or suitable representative, and representative(s) from Whakarewarewa Village and Te Puia.

**Note:**

*In the event that representatives from Whakarewarewa Village and Te Puia do not want to participate, expectations shall be determined by a suitable representative from Te Hau ki te Kāinga.*

## **Motel Signage and Advertising**

17. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

### **Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Alpin Motel" can remain on display.*
18. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

### **Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

## **Storage**

19. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
20. Waste storage shall be screened from the road frontage or residential properties.

## **Streetscape Amenity**

21. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

### **Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 25.*

## **On-site Management**

22. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
23. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
24. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

25. The SMP required by Condition 24 must include:

- a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
  - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
  - ii. Avoidance of crowding;
  - iii. Placement of families with children having regard to access to appropriate play space; and
  - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
- b. Details of on-site manager's responsibility for implementation of the SMP;
- c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
- d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
- e. Site management details and methods addressing, at a minimum, the following matters:
  - i. Visitor numbers and visiting hours, and on-site visitor parking;
  - ii. Staffing;
  - iii. On-site and roaming security personnel, credentials, systems and procedures;
  - iv. Location of carparking (including for visitors);
  - v. Location of open space and play space;
  - vi. Meeting /training operation (including hours of use);
  - vii. Use of communal areas and facilities;
  - viii. Details of regular site maintenance, including:
    - a. Daily maintenance of streetscape amenity under Condition 21;
    - b. Maintenance of landscaping and planting; and
    - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;

- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

26. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 26 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
27. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.
  - b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
    - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
    - ii. One representative from the tourism industry; and
    - iii. One representative from Restore Rotorua Incorporated.
  - c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
    - i. No more than 30 working days after the commencement of the consent; and

- ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 27 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 27 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

28. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

**Review**

29. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:

- i. Site Management;
- ii. The use of common / shared areas;
- iii. Parking; and/or
- iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 2: 284-286 FENTON STREET (EMERALD SPA)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC18244 and Site Plan entitled “284-286 Fenton Street, Emergency Accommodation”, sheet 1 of 1, dated 12/07/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative’s name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*“Suitable representative” shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council’s staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the “suitable representative” fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the “Requirements” above. MHUD’s written confirmation of the “suitable representative” shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 22 and 23.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD’s contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*
2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 93 occupants shall be permitted to reside within the 30 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 13;
  - c. Details of how compliance is achieved in respect of Condition 19 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing gardens, pot plants and planter boxes shall be retained for the duration of the consent.
11. A permanent fence or gate shall be installed between the subject site and the adjoining motel to the north within three months of the commencement of this consent.

12. All external boundary fencing (except in relation to Condition 11 above) shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping, planting and boundary fencing required by Conditions 10, 11 and 12 shall be photographed and marked on the Site Plan for the site and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

15. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Emerald Spa" can remain on display.*
16. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

17. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
18. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

19. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 23.*

## On-site Management

20. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
21. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
22. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

23. The SMP required by Condition 22 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;
    - iv. Location of carparking (including for visitors);

- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 19;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

24. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 24 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
25. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.

- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 25 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*  
  
*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
2. *The purpose of Condition 25 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

26. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

27. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 3: 299 FENTON STREET (GENEVA MOTOR LODGE)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17891, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "299 Fenton Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 10/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. *is familiar with the conditions and compliance obligations of this resource consent;*
- b. *has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. *is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 21 and 22.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

#### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

#### **Scale and Intensity**

6. A maximum of 41 occupants shall be permitted to reside within the 14 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

#### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 12;
  - c. Details of how compliance is achieved in respect of Condition 18 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

#### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
12. The landscaping, planting and boundary fencing required by Conditions 10 and 11 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
13. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

14. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Geneva Motor Lodge" can remain on display.*
15. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

16. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
17. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

18. The consent holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 22.*

## On-site Management

19. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
20. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
21. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

22. The SMP required by Condition 21 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;
    - iv. Location of carparking (including for visitors);

- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 18;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

23. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 23 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
24. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.

- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 24 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*  
  
*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
2. *The purpose of Condition 24 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

25. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

26. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
- v. Site Management;
  - vi. The use of common / shared areas;
  - vii. Parking; and/or
  - viii. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 4: 321 FENTON STREET (MALONES MOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17662, the response to the request for further information dated 11 May 2022 and Site Plan entitled "321 Fenton Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 5/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. *is familiar with the conditions and compliance obligations of this resource consent;*
- b. *has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. *is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 24 and 25.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

#### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

#### **Scale and Intensity**

6. A maximum of 42 occupants shall be permitted to reside within the 20 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

#### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 14;
  - c. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

#### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the subject site and the pot plants in front of each unit shall be retained for the duration of the consent.

11. Permanent childproof fencing that is visually permeable shall be installed along the Sumner Street frontage to replace the existing corrugated iron fencing within one month of the commencement of this consent.
12. The area between the western edge of the building and the boundary with the Arawa Bowls Club shall be blocked off to restrict casual access by CEH occupants and this barrier shall remain in place for the duration of the consent.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing (except in relation to the upgraded fencing required by Condition 11 above) to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping, planting and boundary fencing required by Conditions 10-13 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
15. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

16. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Malones Motel" can remain on display.*
17. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

18. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
19. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

20. The consent holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;

- b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
- c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 24.*

**On-site Management**

- 21. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
- 22. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
- 23. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

- 24. The SMP required by Condition 23 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;

- e. Site management details and methods addressing, at a minimum, the following matters:
  - i. Visitor numbers and visiting hours, and on-site visitor parking;
  - ii. Staffing;
  - iii. On-site and roaming security personnel, credentials, systems and procedures;
  - iv. Location of carparking (including for visitors);
  - v. Location of open space and play space;
  - vi. Meeting /training operation (including hours of use);
  - vii. Use of communal areas and facilities;
  - viii. Details of regular site maintenance, including:
    - a. Daily maintenance of streetscape amenity under Condition 21;
    - b. Maintenance of landscaping and planting; and
    - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

**Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

- 25. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
  - a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

**Notes:**

- 1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  - 2. *While Condition 25 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
- 26. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
    - a. The purpose of the CLG is:
      - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;

- ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
  - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
  - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 26 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 26 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

## **Monitoring Fee:**

27. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

28. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent*

*holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

**Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 5: 293 FENTON STREET (MIDWAY MOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17890, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "293 Fenton Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 11/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 21 and 22.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 70 occupants shall be permitted to reside within the 15 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 12;
  - c. Details of how compliance is achieved in respect of Condition 18 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
12. The landscaping, planting and boundary fencing required by Conditions 10 and 11 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
13. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

14. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Midway Motel" can remain on display.*
15. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

16. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
17. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

18. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 22.*

## On-site Management

19. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
20. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
21. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

22. The SMP required by Condition 21 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;
    - iv. Location of carparking (including for visitors);

- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 18;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

23. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 23 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
24. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.

- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 24 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*  
  
*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
2. *The purpose of Condition 24 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

25. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

26. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
- i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 6: 18 WARD AVENUE (NEW CASTLE)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17650, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "18 Ward Avenue, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 5/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 23 and 24.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

#### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

#### **Scale and Intensity**

6. A maximum of 47 occupants shall be permitted to reside within the 16 contracted emergency housing units.

##### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

#### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 14;
  - c. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

#### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. The existing shared open space, as shown on the Site Plan (approved under Condition 1 and updated under Condition 14), shall be retained in a condition suitable for recreational use by occupants.
12. A permanent, visually permeable, gate shall be installed across the vehicle access from Ward Avenue.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping, planting and boundary fencing required by Conditions 10 - 13 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
15. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Motel Signage and Advertising**

16. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "New Castle" can remain on display.*
17. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

18. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
19. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

20. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and

- c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 24.*

**On-site Management**

21. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
22. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
23. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

24. The SMP required by Condition 23 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:

- i. Visitor numbers and visiting hours, and on-site visitor parking;
- ii. Staffing;
- iii. On-site and roaming security personnel, credentials, systems and procedures;
- iv. Location of carparking (including for visitors);
- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 20;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

25. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 25 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
26. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;

- ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
  - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
  - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 26 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 26 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

## **Monitoring Fee:**

27. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

28. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent*

*holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

**Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 7: 3 MEADE STREET (POHUTU LODGE)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17661, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "3 Meade Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 6/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 25 and 26.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

#### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

#### **Scale and Intensity**

6. A maximum of 42 occupants shall be permitted to reside within the 14 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

#### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 14;
  - c. Details of how compliance is achieved in respect of Condition 22 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

#### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. The existing shared open space, as shown on the Site Plan (approved under Condition 1 and updated under Condition 14), shall be retained in a condition suitable for recreational use by occupants.
12. Outdoor courtyards directly adjacent to Units 2 – 8 shall be individually fenced and maintained to a usable condition for occupants. This includes:
  - a. Upgrading existing fencing to fully enclose the courtyards for children (for children aged up to 3 years);
  - b. Courtyards to either have a hard landscaped surface (concrete, paving, or asphalt) or a soft landscaped surface (grass). Not gravel or pebbles.
  - c. Keeping the area weed free; and
  - d. Providing outdoor seating.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping, planting and boundary fencing required by Conditions 10-13 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
15. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Whakarewarewa Village and Te Puia**

16. Within one month of the commencement of this consent the Consent Holder, or suitable representative, shall initiate a meeting(s) with a representative(s) from Whakarewarewa Village and Te Puia.

The purpose of the meeting(s) is to enable good information to be shared about the:

  - a. Implementation of the Site Management Plan (SMP) in mitigating potential adverse effects of CEH;
  - b. The tidiness of the Whakarewarewa Village carpark; and
  - c. Other initiatives, such as education programmes for CEH occupants, that could be implemented to improve the relationship between the operation of CEH and the operation of cultural and tourism operations at Whakarewarewa Village and Te Puia.

The Consent Holder shall offer to meet with representatives from Whakarewarewa Village and Te Puia a minimum of once every six months.

Outcomes from each meeting shall be recorded and provided to Rotorua Lakes Council if requested by the Council.

**Note:**

*In the event that representatives from Whakarewarewa Village or Te Puia do not want to participate in meeting with the consent holder this will not be deemed a breach of this condition.*

17. Information about the location and cultural significance of Whakarewarewa Village and Te Puia as well as expectations about respecting these neighbouring sites must be

clearly displayed within the main circulation areas of the subject site. CEH occupants must be informed about these expectations as part of the induction process into CEH.

Expectations about respecting neighbouring sites shall be determined at the first meeting between the consent holder, or suitable representative, and representative(s) from Whakarewarewa Village and Te Puia.

**Note:**

*In the event that representatives from Whakarewarewa Village and Te Puia do not want to participate, expectations shall be determined by a suitable representative from Te Hau ki te Kāinga.*

**Motel Signage and Advertising**

18. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Pohutu Lodge" can remain on display.*
19. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

20. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
21. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

22. The Consent Holder shall undertake, and complete a daily written record of, the following:
- a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 26.*

**On-site Management**

23. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.

24. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
25. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

26. The SMP required by Condition 25 must include:
- a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;
    - iv. Location of carparking (including for visitors);
    - v. Location of open space and play space;
    - vi. Meeting /training operation (including hours of use);
    - vii. Use of communal areas and facilities;

- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 22;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

27. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 27 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
28. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.
  - b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:

- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 28 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 28 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

29. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

**Review**

30. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent

and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:

- i. Site Management;
- ii. The use of common / shared areas;
- iii. Parking; and/or
- iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 8: 131 LAKE ROAD (LAKE ROTORUA HOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17647 and Site Plan entitled "131 Lake Road, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 5/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 24 and 25.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*
2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 105 occupants shall be permitted to reside within the 38 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 14;
  - c. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.
11. The existing shared open space, as shown on the Site Plan (approved under Condition 1 and updated under Condition 15), shall be retained in a condition suitable for recreational use by occupants.

12. A permanent fence or gate shall be installed between Unit 29 and the existing boundary fence within three months of the commencement of this consent.
13. A safe pedestrian access along the east of Unit 1 and the north of Units 1 to 10 to the rear shared open space (as shown on the Site Layout Plan) shall be established. This shall be achieved through clear demarcation of pedestrian access from vehicle access and parking.
14. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
15. The landscaping, planting and boundary fencing required by Conditions 10-14 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
16. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Motel Signage and Advertising**

17. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Lake Rotorua Hotel" can remain on display.*
18. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

19. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
20. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

21. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and

- c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 25.*

**On-site Management**

22. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
23. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
24. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

25. The SMP required by Condition 24 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:

- i. Visitor numbers and visiting hours, and on-site visitor parking;
- ii. Staffing;
- iii. On-site and roaming security personnel, credentials, systems and procedures;
- iv. Location of carparking (including for visitors);
- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 21;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

26. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 26 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
27. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;

- ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
  - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
  - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 27 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 27 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

## **Monitoring Fee:**

28. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

29. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - v. Site Management;
  - vi. The use of common / shared areas;
  - vii. Parking; and/or
  - viii. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent*

*holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

**Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 9: 247 FENTON STREET & 12 TOKO STREET (ASCOT ON FENTON)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17887, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "247 Fenton Street and 12 Toko Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 27/04/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 22 and 23.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 43 occupants shall be permitted to reside within the 14 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 13;
  - c. Details of how compliance is achieved in respect of Condition 19 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.

11. The shared open spaces, as shown on the Site Plan (approved under Condition 1 and updated under Condition 13), shall be retained in a condition suitable for recreational use by occupants.
12. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping, planting and boundary fencing required by Conditions 10 - 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

15. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Ascot on Fenton" can remain on display.*
16. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

17. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
18. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

19. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 23.*

### **On-site Management**

20. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
21. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
22. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

#### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

23. The SMP required by Condition 22 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;

- iv. Location of carparking (including for visitors);
- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 19;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

24. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 24 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
25. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and

- v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 25 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 25 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

26. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

27. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
- i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 10: 249 FENTON STREET (ROTOVEGAS MOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17889, the response to the request for further information, dated 11 May 2022 and Site Plans entitled:
  - “249-251 Fenton Street and 14-16 Toko Street”, sheet 1 of 1, dated 11/05/2022; and
  - “8A, 8B and 10B Toko Street”, sheet 1 of 1, dated 14/12/2021.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative’s name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*“Suitable representative” shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council’s staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the “suitable representative” fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the “Requirements” above. MHUD’s written confirmation of the “suitable representative” shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 21 and 22.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD’s contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*
2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 80 occupants shall be permitted to reside within the 27 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 12;
  - c. Details of how compliance is achieved in respect of Condition 18 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the subject site and the existing planter boxes along the northern boundary of the site shall be retained for the duration of the consent.
11. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
12. The landscaping, planting and boundary fencing required by Conditions 10 and 11 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
13. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Motel Signage and Advertising**

14. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "RotoVegas" can remain on display.*
15. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

16. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
17. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

18. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 22.*

**On-site Management**

19. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
20. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
21. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

22. The SMP required by Condition 21 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;

- iii. On-site and roaming security personnel, credentials, systems and procedures;
- iv. Location of carparking (including for visitors);
- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 21;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

23. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 23 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
24. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;

- iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 24 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 24 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

25. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the

conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

26. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## SITE 11: 107 MALFROY ROAD (ANN'S VOLCANIC)

### General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17892, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "105-107 Malfroy Road, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 5/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. *is familiar with the conditions and compliance obligations of this resource consent;*
- b. *has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. *is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 21 and 22.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 31 occupants shall be permitted to reside within the 10 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 12;
  - c. Details of how compliance is achieved in respect of Condition 18 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site and in the private outdoor space for each unit shall be retained for the duration of the consent.

11. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
12. The landscaping, planting and boundary fencing required by Conditions 10 and 11 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
13. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

### **Motel Signage and Advertising**

14. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Ann's Volcanic" can remain on display.*
15. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

### **Storage**

16. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
17. Waste storage shall be screened from the road frontage or residential properties.

### **Streetscape Amenity**

18. The Consent Holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 22.*

## On-site Management

19. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
20. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
21. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

22. The SMP required by Condition 21 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;
    - iv. Location of carparking (including for visitors);

- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 18;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

23. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 23 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
24. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
    - v. To discuss the exit strategy for CEH.

- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 24 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*  
  
*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*
2. *The purpose of Condition 24 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

25. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

26. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
  - i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## SITE 12: 26-28 VICTORIA STREET (UNION VICTORIA)

### General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17673, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "26-28 Victoria Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 10/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. *is familiar with the conditions and compliance obligations of this resource consent;*
- b. *has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. *is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 22 and 23.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 56 occupants shall be permitted to reside within the 20 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit; and
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 13;
  - c. Details of how compliance is achieved in respect of Condition 19 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site and in the private outdoor space for each unit shall be retained for the duration of the consent.

11. A permanent gate or fence shall be installed between Unit 7 and the western boundary fence to restrict access to the geothermal overflow pipe.
12. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping, planting and boundary fencing required by Conditions 10 - 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

**Motel Signage and Advertising**

15. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Union Victoria" can remain on display.*
16. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

17. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
18. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

19. The consent holder shall undertake, and complete a daily written record of, the following:
  - a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 23.*

### **On-site Management**

20. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
21. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
22. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

#### **Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

23. The SMP required by Condition 22 must include:
  - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
    - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
    - ii. Avoidance of crowding;
    - iii. Placement of families with children having regard to access to appropriate play space; and
    - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
  - b. Details of on-site manager's responsibility for implementation of the SMP;
  - c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
  - d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
  - e. Site management details and methods addressing, at a minimum, the following matters:
    - i. Visitor numbers and visiting hours, and on-site visitor parking;
    - ii. Staffing;
    - iii. On-site and roaming security personnel, credentials, systems and procedures;

- iv. Location of carparking (including for visitors);
- v. Location of open space and play space;
- vi. Meeting /training operation (including hours of use);
- vii. Use of communal areas and facilities;
- viii. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 19;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

#### **Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

24. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
- a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

#### **Notes:**

1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  2. *While Condition 24 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
25. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
    - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
    - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
    - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
    - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and

- v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
  - i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
  - i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 25 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

2. *The purpose of Condition 25 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
3. *For the avoidance of doubt, the CLG may, by agreement add a representative(s) to its membership for either general or specific purposes and on such terms as are agreed.*

**Monitoring Fee:**

26. The Consent Holder must pay the Rotorua Lakes Council an initial consent compliance monitoring charge, plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents. That fee, or those fees to be set by Council according to its normal practice.

## **Review**

27. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 12 and 18 months after this consent is given effect, serve notice on the Consent Holder to review any or all of the conditions of this consent with regard to the effectiveness of the conditions of this consent in avoiding, remedying or mitigating adverse effects on the environment that may arise from the exercise of this consent and, if necessary, to avoid, remedy or mitigate such effects by way of further or amended conditions. In particular, adverse effects may relate to:
- i. Site Management;
  - ii. The use of common / shared areas;
  - iii. Parking; and/or
  - iv. Waste Management.

## **Advice Notes:**

### **Building Act**

1. *This is not a Building Consent. The Building Act 2004 contains provisions relating to the construction, alteration, and demolition of buildings. The Act requires building consents to be obtained where relevant, and for all such work to comply with the building code.*
2. *Under the Building Act (Section 114), a building owner must give written notice to the territorial authority if they plan to change the use of a building. The consent holder should seek an independent report from a suitably qualified person addressing the potential change of use of the building as described in the Building Act and Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Regulations 2005, and provide written notice to Council as appropriate.*

### **Waste Management**

3. *Waste management is addressed under the Council's Solid Waste Bylaw 2016. The bylaw has a general requirement for a waste management and minimisation plan to be prepared for multi-unit developments: 'Collection from Multi Unit Developments' (See Subpart 6 – Clause 20).*

### **Right of Objection**

4. *If you are dissatisfied with any aspect of the decision, you have a right of objection to Council under section 357A of the Resource Management Act 1991. Please advise Council in writing stating the reasons for the objection and the preferred outcome within 15 working days of receiving this decision. If no objection is received it will be assumed that the applicant accepts this decision. In addition, there is a right of appeal to the Environment Court under section 120 of the Resource Management Act 1991.*

### **Monitoring of Conditions**

5. *Fulfilment of the conditions of this consent within the timeframe specified in the consent is necessary to carry out the proposal for which this consent relates. Your progress towards satisfying the conditions of consent will be monitored by Council's Monitoring and Compliance Officer.*
6. *Please contact Council's Compliance & Regulatory Team ([RMACompliance@rotorualc.nz](mailto:RMACompliance@rotorualc.nz)) in relation to the completion and monitoring of the conditions of this consent. The consent holder will be charged for the administration, monitoring and supervision of this resource consent. Notwithstanding the above, where there is good and reasonable cause for unprogrammed monitoring and additional site inspections, the costs of that will be a charge on the consent holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

### **Augier Conditions**

7. *Where an applicant gives a clear and unequivocal undertaking and, relying on that undertaking, the local authority grants consent subject to a condition in terms broad enough to embrace the undertaking, the applicant cannot say later that there is no power to require*

*compliance with the undertaking. The consent holder cannot assert after consent being granted that the condition was unlawfully imposed. This is called an "Augier" condition.*

## **SITE 13: 7 TRYON STREET (APOLLO HOTEL)**

### **General**

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent RC17893, the response to the request for further information, dated 11 May 2022 and Site Plan entitled "7 Tryon Street, Rotorua, Emergency Accommodation", sheet 1 of 1, dated 5/05/2022.
2. The Consent Holder shall appoint a suitable representative within two weeks following the commencement of this resource consent, who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent. The consent holder shall inform the Rotorua Lakes Council of the representative's name and how they can be contacted.

Should that person change during the term of this resource consent, the consent holder shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

The representative shall meet with Rotorua Lakes Council within two weeks following the commencement of this resource consent to confirm their understanding of the consent conditions and compliance obligations.

### **Requirements**

*"Suitable representative" shall mean a person who:*

- a. is familiar with the conditions and compliance obligations of this resource consent;*
- b. has the necessary authority and ability to take action to respond to any resource consent compliance matters; and*
- c. is available on a daily basis to respond to Rotorua Lakes Council's staff queries about the operation of Contracted Emergency Housing (CEH) on the subject site.*

*The representative can be the same person across all or some of the 13 CEH sites consented on 16 December 2022.*

The Ministry of Housing and Urban Development (MHUD) is required to confirm in writing that the "suitable representative" fully understands all of the consent conditions, the compliance obligations of the consent and satisfies the "Requirements" above. MHUD's written confirmation of the "suitable representative" shall be provided to Rotorua Lakes Council within two weeks following the commencement of this resource consent.

### **Contract for the operation of CEH with MHUD**

3. The site must be subject to a contract for the operation of CEH with MHUD at all times. This shall include MHUD providing written confirmation to Rotorua Lakes Council of the Site Management Plan (SMP) required by Conditions 25 and 26.

### **Consent Expiry**

4. This resource consent shall expire on the earlier date of either:
  - a. Two years from the date of decision; or
  - b. The date of cancellation of MHUD's contract for CEH applying to the site under Condition 3.

### **Notes:**

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall two-year timeframe that is provided for under Condition 4(a).*

2. *Where the consent expires, use of the site may return to tourist accommodation that operated prior to use as CEH, or another use that complies with the provisions of the District Plan.*

### **Cessation of the CEH Activity on the site**

5. No later than 6 months prior to the consent expiry under Condition 4(a), the consent holder shall submit to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification, an exit programme to end the use of the site and buildings for CEH within the timeframe granted under this consent. The exit programme shall detail matters such as - the plans to have the residents relocated from the site at the expiry of the consent, when the CEH will not be accepting further residents, and details of any required works to reinstate the buildings as a motel.

### **Scale and Intensity**

6. A maximum of 98 occupants shall be permitted to reside within the 39 contracted emergency housing units.

#### **Notes:**

*To avoid doubt, this resource consent does not:*

1. *Restrict the length of stay for residents in the contracted emergency housing units (see Advice Note 1 referring to Building Act requirements); or*
2. *Limit the number of people residing in the Manager's Accommodation.*

### **Record Keeping and Reporting**

7. A written (including electronic) record shall be maintained at all times that states:
  - a. The total occupancy numbers across the whole site;
  - b. The number of people within each unit;
  - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the consent holder to address these incidents or complaints; and
  - d. Details of any complaints in relation to CEH occupants' behaviour in the Whakarewarewa Village public carpark area and responses undertaken by the Consent Holder.
8. The information listed in Condition 7 shall be reported to Rotorua Lakes Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent. The information will be provided in a form that does not identify individuals.
9. The Consent Holder shall provide a Compliance Report to Rotorua Lakes Council's Monitoring and Compliance Officer 6 months after the commencement of the consent, and every 6 months thereafter, outlining compliance with the consent conditions over the preceding 6 months. At a minimum the Compliance Report shall include:
  - a. An assessment of the Consent Holder's compliance with the conditions and any recommendations to address any identified non-compliances;
  - b. Recent photographs of landscaping, open space and boundary fencing as required by Condition 13;
  - c. Details of how compliance is achieved in respect of Condition 22 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
  - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

### **Landscaping, Open Space and Boundary Fencing**

10. The existing trees and vegetation along all boundaries of the site shall be retained for the duration of the consent.
11. The existing shared open space, as shown on the Site Plan (approved under Condition 1 and updated under Condition 13), shall be retained in a condition suitable for recreational use by occupants.
12. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
13. The landscaping and boundary fencing required by Conditions 10 - 12 shall be marked on the Site Plan for the site and photographed and supplied to the Rotorua Lakes Council within one month of the commencement of the consent.
14. The landscaping outlined in Condition 10 shall be maintained in good condition and kept weed free. If any of the landscaping dies and/or becomes diseased, the dead and/or diseased plants shall be replaced in the same or similar location within the next planting season (generally between May and October) by a same or similar species of plants with a plant size capable of reaching the same height within the following planting season.

**Note:**

*This condition does not restrict enhancement of landscaping.*

15. The existing shared open space in the internal courtyard of the site (shown on the Site Plan as "shared open space") shall be retained for the duration of the consent.

**Whakarewarewa Village and Te Puia**

16. Within one month of the commencement of this consent the Consent Holder, or suitable representative, shall initiate a meeting(s) with a representative(s) from Whakarewarewa Village and Te Puia.

The purpose of the meeting(s) is to enable good information to be shared about the:

- a. Implementation of the Site Management Plan (SMP) in mitigating potential adverse effects of CEH;
- b. The tidiness of the Whakarewarewa Village carpark; and
- c. Other initiatives, such as education programmes for CEH occupants, that could be implemented to improve the relationship between the operation of CEH and the operation of cultural and tourism operations at Whakarewarewa Village and Te Puia.

The Consent Holder shall offer to meet with representatives from Whakarewarewa Village and Te Puia a minimum of once every six months.

Outcomes from each meeting shall be recorded and provided to Rotorua Lakes Council if requested by the Council.

**Note:**

*In the event that representatives from Whakarewarewa Village or Te Puia do not want to participate in meeting with the consent holder this will not be deemed a breach of this condition.*

17. Information about the location and cultural significance of Whakarewarewa Village and Te Puia as well as expectations about respecting these neighbouring sites must be clearly displayed within the main circulation areas of the subject site. CEH occupants must be informed about these expectations as part of the induction process into CEH.

Expectations about respecting neighbouring sites shall be determined at the first meeting between the consent holder, or suitable representative, and representative(s) from Whakarewarewa Village and Te Puia.

**Note:**

*In the event that representatives from Whakarewarewa Village and Te Puia do not want to participate, expectations shall be determined by a suitable representative from Te Hau ki te Kāinga.*

**Motel Signage and Advertising**

18. The Consent Holder shall remove, or cover where removal is not practicable, all motel signage for the duration of the consent. This includes any vacancy/no vacancy signage and signs advertising the motel's amenities.

**Notes:**

1. *To avoid doubt, reinstatement of motel signage may occur after consent expiry.*
  2. *The purpose of requiring signage to be removed is to avoid tourists pulling into the site or phoning to see if there is vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Apollo Hotel" can remain on display.*
19. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

**Note:**

*It is acknowledged that the nature of the internet is such that it may not be possible to remove advertising from all third-party websites.*

**Storage**

20. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings on the site.
21. Waste storage shall be screened from the road frontage or residential properties.

**Streetscape Amenity**

22. The Consent Holder shall undertake, and complete a daily written record of, the following:
- a. Daily tidying of the subject site and immediately adjacent street berm to ensure the site contributes to an attractive streetscape;
  - b. Daily removal of rubbish and graffiti from the subject site and street berms in front of the subject site; and
  - c. Daily removal of shopping trolleys from public view from the subject site and street berms in front of the property.

**Note:**

*The implementation of this condition is referred to in the Site Management Plan in Condition 26.*

**On-site Management**

23. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
24. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.

25. A Site Management Plan (SMP), confirmed by MHUD under condition 3, shall be submitted to the Rotorua Lakes Council's Compliance Monitoring Officer for certification within one month following the commencement of consent. The certification is only in relation to ensuring the SMP has the written confirmation of MHUD.

The purpose of the SMP shall be to ensure that resource consents and conditions are implemented by:

- a. Operating under the CEH model as described in Te Hau ki te Kāinga Strategic Plan;
- b. Ensuring the wellbeing of CEH occupants through appropriate placement of occupants; based on the CEH site;
- c. Mitigating effects of CEH use on the immediate neighbourhood; and
- d. Ensuring appropriate communication, monitoring and reporting, and response to complaints.

**Note:**

*To avoid doubt, the SMP may be amended from time to time, and provided for re-certification by RLC following any subsequent written confirmation by MHUD.*

26. The SMP required by Condition 25 must include:

- a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
  - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
  - ii. Avoidance of crowding;
  - iii. Placement of families with children having regard to access to appropriate play space; and
  - iv. Management of people whose behaviour may create unacceptable risk to other occupants.
- b. Details of on-site manager's responsibility for implementation of the SMP;
- c. Details of the job title and name of the current person fulfilling the appointed suitable representative role required by Condition 2;
- d. Details of the on-site support services to be provided, including the number of staff, location for training and office work within the site and hours of operation;
- e. Site management details and methods addressing, at a minimum, the following matters:
  - i. Visitor numbers and visiting hours, and on-site visitor parking;
  - ii. Staffing;
  - iii. On-site and roaming security personnel, credentials, systems and procedures;
  - iv. Details of roaming security to undertake daily scheduled visits to the Whakarewarewa Village carpark and Penny Haka gallery;
  - v. Location of carparking (including for visitors);
  - vi. Location of open space and play space;
  - vii. Meeting /training operation (including hours of use);
  - viii. Use of communal areas and facilities;

- ix. Details of regular site maintenance, including:
  - a. Daily maintenance of streetscape amenity under Condition 21;
  - b. Maintenance of landscaping and planting; and
  - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. Details of a 24/7 0800 number for both the community and onsite occupants to communicate or make complaints about CEH;
- j. The process for dealing with complaints by or about any occupants of the site;
- k. Methodology for receiving, recording and resolving communication or complaints made via the 0800 number outlined under (i) above.

**Note:**

*Daily scheduled visits by roaming security to Whakarewarewa Village carpark and Penny Haka Gallery are for the purposes of managing and reporting any anti-social behaviour by CEH occupants. As required by Condition 7, a record will be kept of any reported incidents and this record shall be provided to Rotorua Lakes Council if requested by the Council.*

**Whakarewarewa Village Carpark**

- 27. The Consent Holder shall undertake daily tidying of the Whakarewarewa Village public carpark area, including removing rubbish and shopping trolleys from the carpark area.

**Rotorua Lakes Council Meetings and Community Liaison Group (Augier Conditions)**

- 28. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated representative from the CLG shall meet at least every six months during the period of the resource consent to discuss the following matters:
  - a. The operation of contracted emergency housing on the site (and within the context of other contracted emergency housing); and
  - b. Whether, in light of the demand for contracted emergency housing on the subject site and other sites, there is the ability for the CEH contract to be cancelled.

**Notes:**

- 1. *It is acknowledged that a wide range of matters are likely to be relevant as to whether contracts for emergency housing should be terminated ahead of the two-year period.*
  - 2. *While Condition 28 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
- 29. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
    - a. The purpose of the CLG is:
      - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;

- ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
  - iii. To discuss the results of monitoring CEH and any matters that may arise as a result of the monitoring;
  - iv. To discuss any feedback on effectiveness of Site Management Plans and conditions; and
  - v. To discuss the exit strategy for CEH.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, representative(s) from the motel operators / consent holders, Rotorua Lakes Council and Iwi. MHUD must also invite:
- i. Three representatives from the community (where possible these representatives should be from different geographical clusters of CEH);
  - ii. One representative from the tourism industry; and
  - iii. One representative from Restore Rotorua Incorporated.
- c. MHUD shall ensure that members of the CLG are provided with the opportunity and facilities to meet:
- i. No more than 30 working days after the commencement of the consent; and
  - ii. No-less frequently than every six months, unless all members of the CLG agree there is no need for a meeting.
- d. The time, date and venue of proposed meetings shall be notified to members of the CLG (by email) at least 10 working days in advance of the meeting;
- e. Minutes of the CLG meetings shall be kept by MHUD and be made publicly available;
- f. MHUD shall engage an independent chairperson to facilitate CLG meetings;
- g. MHUD shall meet the reasonable administrative costs of facilitating the CLG meetings (e.g. meeting invitations; meeting venue; preparation of meeting minutes) and chairing duties; and
- h. MHUD shall, in consultation with the CLG, develop a preferred method for communicating with the surrounding residents and hosting key documents (for example, a website, or other document hosting portal).

**Notes:**

1. *Condition 29 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*

*In the event that it is not possible to establish a CLG or convene meetings through lack of interest or participation from the local community, then such failure to do so will not be deemed a breach of these conditions. Should the local community wish to re-establish meetings after a period of inactivity, then the conditions above shall continue to apply.*

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*holder. Such costs are recovered on an actual and reasonable basis as defined in the General Conditions and Notes of the Fees and Charges Schedule as approved by the Council in terms of Section 36 of the Resource Management Act 1991.*

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