

Submission to the Hearings Panel from David McPherson (#257)

1 Personal

My name is David McPherson. I have been a resident of Rotorua for 17 years in total. My wife and I chose to retire here six years ago and we are now involved in several community organisations. Prior to the covid 19 lockdowns we also prepared hot meals that were used to assist the homeless people in Kuirau Park.

I am concerned, both for the position that our City has been placed in as a consequence of the use of so many of motels for a purpose they have not been designed or intended for, as well as the wellbeing of the people in them.

2 Processing of the Resource Consents

The Rotorua District Council (RDC) is the consent authority and is responsible for managing the processing of the consents. Most of the work has obviously been contracted out, presumably because the Council does not have the capacity to handle such a bulk application in addition to its normal work. However the Council still has responsibility for the process.

I made submissions when the first 12 applications were notified. Following notification of the Emerald Spa application, the newspaper reported that it was not necessary for people who had submitted on the first 12 to lodge a formal submission on this later one. I phoned the Council to ask what this meant in practical terms. The customer service officer said she would leave an email message with the staff concerned and that I would hear back within two days. I also phoned the direct line that the Council had advertised but this was never answered, apart from a recording, and I left a voice message there with the same query. When the deadline came near I lodged a normal submission. I have still not had a response from either of those approaches.

In September I received a phone call, asking if I still wished to speak to my submission. I asked if there was to be a pre-hearing meeting but was told that his task was simply to check with all submitters. However he told me that the Hearing would commence on the 17th of October.

I was surprised that the Council did not convene a pre-hearing meeting. Joint cases could have simplified and shortened the hearing but submitters with similar cases would be unlikely to get together unless facilitated by a pre-hearing meeting.

The Hearing commencement date of 17 October meant, according to Section 42A of the Act, that I should **receive** a copy of the officers' report by Friday 23 September. I had still not received it on Tuesday the 27th so I phoned the Council. The customer service officer did not understand the issue and I asked to be put through to the planning department. There was no answer from there so I asked to be put through to the Deputy Chief Executive, Mr Gaston, but he was unavailable. I was then left with their standard option that she would leave an email message with the staff concerned and that I would hear back within two days. Given my previous experience, I was relieved to receive a call from Ms Bennie the following day. She undertook to ask the Council to have a copy for me the following afternoon, which I was then able to pick up.

As you know, the section 42A report runs to 687 pages. The fact that I did not receive it within the statutory time period would indicate that others did not either. I thought this would mean the postponement of the Hearing which could otherwise be invalidated. From my perspective it meant having only two weeks instead of three to absorb and respond to the copious information it contained. Having 11 days out of town during this period meant that my disadvantage was considerably greater than most.

I am sure that the planning staff at the Council are fully aware of the importance of complying with the time frames in the Act so the breach would appear to lie at a management level.

The letter giving notice of the hearing was dated 21 September but only arrived in my mailbox on 13 October.

3 Activity status

It appears to be accepted that the thirteen applications should all be classed as being for non-complying activities.

4 Section 104D of the Resource Management Act

As non-complying activities, the applications must meet one of the limbs in section 104D before their merits can even be considered. This was not considered in any of the site-specific reports, presumably because the writers were instructed to leave this aspect for the overview report. However it is still an aspect that must be considered for each application individually. The overview report has a blanket conclusion that both tests are met and that the Panel is able to consider whether or not to grant or refuse consent. A non-complying activity, by definition, is one that is not considered appropriate for the locality. It should therefore have consent declined unless a high standard of compliance with acceptable norms is demonstrated. The annexure reports, 1-13, do address this and all conclude that each site meets the test. However the reports all appear to be advocacy documents, as shown by their consistent disagreement with expert evidence. These conclusions therefore need closer examination.

The author of the overview report is clearly a highly qualified and experienced person with a sound reputation. However it must be acknowledged that any section 42A report is, by its nature, a mix of fact and expert opinion. It is notable that some of the opinions are presented as if they do not need to be justified or substantiated.

4(a) Objectives and policies

The conclusion in paragraph 316 of the overview report regarding objectives and policies is unqualified. This is despite several aspects where the objectives and policies are not upheld.

In relation to the discussion on objectives in the overview report, I make the following comments:

Paragraphs 224 and 248 (National Policy Statement and Plan Change 9) both have a primary objective of "well-functioning urban environment(s)" enabling "all people and

communities to provide for their social, economic, and cultural wellbeing, and for their health and safety, now and into the future.”

The weight of submissions indicates that a great many people have found that social and cultural wellbeing, and health and safety have not been enabled, and in fact have been degraded as a consequence of the activities for which consent is now being sought. These objectives are not being upheld.

In relation to the discussions on objectives and policies in the site-specific reports, I make the following additional comments:

- a) RC 17672 Union Victoria Motel
Paragraph 115 concludes, “Overall, the site **does not result** in a high level of amenity as required by RESZ-01”
Paragraph 129 states, “As the proposal does not provide any private open space, and only limited shared open space, **it is inconsistent** with these objectives and policies.

- b) RC 17887 Ascot on Fenton
Paragraph 128 concludes that the proposal is inconsistent with Policy RESZ-P8(4) because the site does not provide dedicated outdoor space other than a small children’s’ play area.
Paragraph 142 states, “There are several objectives and policies that require and encourage household units to provide outdoor space. As the proposal does not provide any outdoor space other than a small children’s’ play area, **it is inconsistent** with these objectives and policies.

- c) RC 17892 Ann’s Volcanic Motel
Paragraph 138 states, “There are several objectives and policies that require and encourage household units to provide outdoor space. As the proposal does not provide any outdoor space other than a small children’s’ play area, **it is inconsistent** with these objectives and policies.

- d) RC 17893 Apollo Hotel
Paragraph 134 states, “Whilst **there is inconsistency with some policies**, on balance the proposal is not contrary to the objectives and policies of the District Plan.

I submit that the statement in paragraph 316 of the overview report should not be accepted at face value. A blanket conclusion that none of the applications are contrary to all of the relevant objectives and policies cannot be upheld without closer examination.

4(b) Adverse effects of the activity on the environment

The conclusion in the overview report regarding environmental effects is qualified. It says that the adverse effects “**will be minor if the recommended conditions of consent are imposed and are fully complied with.**”

I submit that:

- a) The recommended conditions of consent are inadequate and would not render adverse effects minor without considerable strengthening.
- b) Given the history of emergency housing to date, it should not be assumed that conditions of consent will be fully complied with, unless there is rigorous monitoring

and enforcement. Nick Whittington said in his opening submission that we should trust consent holders to comply with consent conditions. While I admire his idealism, it needs to be tempered with a healthy dose of realism.

- c) In light of the widespread breaches of the Resource Management Act by emergency housing providers, it cannot be assumed that the Council has the capacity for rigorous enforcement without extra staff and the consequent adverse effect of an additional financial imposition on the Rotorua ratepayers.
- d) A blanket conclusion, with qualifications, that adverse effects on the environment will be minor for all applications, is not supported by expert evidence or submissions.

4(c) Conclusion on section 104D

I submit that the threshold test in section 104D does not appear to be met for all of the applications. This would mean that granting consent could not be considered for some of them. If the Panel is satisfied on a case by case basis that some of the applications can separately pass the test, consideration can be given to the merits of those.

5 Concerns with the proposals

My concerns relate to the following aspects:

- A) The situation that has arisen with emergency housing
- B) What is emergency housing?
- C) Effects on property values
- D) The safety and general amenity of the residential neighbourhood
- E) The safety and wellbeing of the people in emergency housing
- F) The provision of 'wraparound services' for the people in emergency housing
- G) Effects on the capacity of the Rotorua District Council and consequently on the ratepayers of the district.
- H) Cumulative effects
- I) The term and commencement of the consent.
- J) Conditions of consent.

5 A The situation that has arisen with emergency housing

When my wife and I were assisting one charity by making some hot meals for the homeless, there were a maximum of 50 people turning up to receive them. Other charities were also doing the same in other areas but the total number of people assisted was at a level where they could cope. With the first Covid 19 lockdown in March 2020, the homeless people were moved into a controlled environment to prevent the spread of disease and motels were used for this as an emergency measure. Since then, the demand for emergency housing appears to have increased at an exponential rate, with Rotorua being one of the most affected cities. MHUD have always denied using Rotorua as a 'dumping ground', saying that they do not **proactively** move people to Rotorua. The word, 'proactively' is never omitted from their statements. The inference is that they **do** assist people to move here but do not initiate the move. MHUD also claim that they ensure that people who move here do so for family support. That is a facile claim of little relevance. I could easily make the same claim personally for several localities in New Zealand. Its irrelevance is backed up in submission #256 from Mr Morrison who believes that they have simply used 'the rhetoric of whakapapa'. It is likely that financial advantage is a main driver for 'out of towners' as they do not have to pay for bedding or electricity in the motels – an advantage not necessarily enjoyed in normal transitional housing.

There is good reason to believe that providing motel accommodation creates its own demand. Its availability encourages enquiries, with Rotorua then becoming a preferred locality because of the number of motels here.

The government mantra is that the problem is a lack of housing and that has been repeated so often that it has come to be accepted, even in parts of the 42A report and the opening remarks of Mr Whittington. The claim ignores why there has been such a massive increase in demand which is minimally due to population growth. It is an issue that the government does not address, let alone seek reasons for. Rebecca Foy summarises the baseline situation in paragraphs 46 to 50 of her evidence and that would provide a better base for addressing the problem and finding solutions.

In paragraph 76 of her evidence, she notes that there was a 1,152% increase in Public Housing Register applications in Rotorua between October 2016 and February 2022 compared with the national increase of 421%, and also that the level of need in Rotorua is greater.

It is time that the government departments involved addressed the source issues of such an increase in demand during this period, rather than only looking for solutions to the symptoms. The present course is at the expense of the people of Rotorua, as well as the people being placed in the motels.

5 B What is emergency housing?

There is an issue of whether the activity for which consent is sought is correctly described. In paragraph 16 of Rebecca Foy's evidence, she says, "Central government policies, including the AHAP, recognise that CEH should only be used for short periods of time, of up to one to two weeks. In the Rotorua case, 81% of occupants are staying in EH for more than 6 months and only 18.6% are staying for less than 3 months."

The activity for which consent is sought is better described as transitional housing. It is being used until permanent housing is found rather than for a short-term emergency before moving into transitional housing. As such, adverse effects on the community are considerably greater than would arise from a short term emergency. The applications appear to ignore this. Consents should not be granted for transitional housing when the applications are for emergency housing and I **submit** that the applicant needs to address this for the hearing.

5 C Effects on property values

This aspect has been brought up in several submissions as well as in the 42A report. My understanding is that the Environment Court has ruled that this is not, in itself, an effect for consideration. Instead, a reduction in property values as a result of an activity is clear evidence that the activity has caused adverse effects. The level of reduction is a measure of the severity of the effects.

Normally there is a significant time lag between an undesirable activity and the resultant drop in property values. In this case, the evidence of Natalie Hampson (paragraphs 178-184) is that a drop in values has already occurred and that it is more than minor. Given that this conclusion has already been reached at such an early stage, it is highly probable that it is the start of a trend. The 'fear factor', where social concerns lead to an expectation of a drop in property values, is likely to exacerbate such a trend.

I **submit** that Natalie Hampson's evidence that a drop in values has already occurred and is more than minor, is proof that the activity is causing significant adverse effects. I believe that the circumstances make it very likely that her conclusion is likely to prove conservative.

5 D The safety and general amenity of the residential neighbourhood

This aspect has been covered at length in many submissions as well as the 42A report but I refer you in particular to the submission of Phillip Spackman (#334). It is very specific on the effects he has experienced and he includes details to back them up. Although his submission is specific to Malones Motel, it is reflective of the thrust of many submissions on other motels and the nature of the points he made should also be taken into account for all the applications.

Rebecca Foy, in paragraph 25 of her evidence says, "To state that CEH is not contributing to those social effects is misleading."

5 E The safety and wellbeing of the people in emergency housing

Rebecca Foy, in paragraph 16 of her evidence says, "A range of negative social wellbeing outcomes can arise from staying in temporary accommodation for such long periods, in clear contravention of government policies, including effects on mental health and safety." She also concludes, in paragraph 258, that "there are likely to be negative effects for some people, related to crowding, long lengths of stay, and being surrounded by intimidating behaviour, violence, and substance abuse." She also concludes that the social wellbeing effects for CEH occupants are tipped in favour of being more positive than the alternative living arrangements.

In relation to the final point, the argument that one set of adverse effects is not as bad as an alternative set of adverse effects acknowledges that there are significant adverse effects present that need to be dealt with. I submit that substantial steps need to be taken to bring the adverse effects on the safety and wellbeing of the people in emergency housing down to a minor level.

5 F The provision of 'wraparound services' for the people in emergency housing

This matter is barely addressed in the 42A report except for Rebecca Foy's comments on their shortcomings. There are comments on what should be provided but no discussion on the outcomes that should be required from them. There are also differences in what is offered by the three different service providers. I quote from the site-specific parts of the 42A report for what they are offering:

Visions of a Helping Hand

- Registered and trained social and support workers available on-site Monday through Friday 8.30am to 5.00pm;
- 24/7 on-call social and support worker (via phone);
- Facilitated groups run by a programme facilitator. Group topics include budgeting, employment, parenting, education, cooking on a budget, and men's and women's empowerment groups;
- Afterschool and holiday programmes for children;
- At least one security guard will be on the premises 24/7 with an on-call senior security officer available 24/7.

Visions is the service provider for seven of the motels, namely:

RC 17647	Lake Rotorua Motel
RC 17648	Alpin Motel
RC 17650	New Castle Motor Lodge
RC 17662	Malones Motel

RC 17661 Pohutu Lodge
RC 17673 Union Victoria Motel
RC 18244 Emerald Spa Motor Inn

The fifth bullet point only applies to New Castle Motor Lodge, Malones Motel and Emerald Spa Motor Inn.

WERA Aotearoa

- Assessing what support is required for the whanau;
- Referring whanau to social support and health organisations as appropriate;
- Working with whanau for the duration of their stay (meeting at least weekly or more frequently as appropriate);
- Supporting the household to explore longer term housing options;
- Carrying out regular inspections of the units;
- One security guard will be on-site 24/7 and one security guard will be roaming all 13 CEH sites between the hours of 9.00am – 5.00pm.

These apply to Ascot on Fenton and Roto Vegas Motel. For the Apollo Hotel the statement says, "On-site support services will be provided by 'WERA Aotearoa' who will implement a Site Management Plan (SMP). The SMP details maximum occupancy, on-site security and support services, authorised personnel and visitors, noise management, site maintenance, and health and safety measures. On-site support services include:

- Support services staff Monday to Friday 9am to 5pm;
- One 24/7 security guard and roaming security between the hours of 9.00am – 5.00pm."

Emerge Aotearoa

This is the service provider for the following three motels:

RC 17890 Midway Motel
RC 17891 Geneva Motor Lodge
RC 17892 Ann's Volcanic Motel

The statements in the reports say, "On-site support services will be provided by 'Emerge Aotearoa' who will implement a Site Management Plan (SMP). The SMP details maximum occupancy, on-site security, authorised personnel and visitors and noise management. On-site support services include:

- 24/7 on-site security presence and an on-call senior security officer; and
- Support service staff on-site 9am to 5pm Monday to Friday."

The thrust of all these is similar although there are some differences between the three providers, as well as between what each operator offers for different motels.

What is not covered is what is expected to be achieved by the site management plans, the security presence, and the support services. Most of these measures are already in place and yet we are still seeing significant adverse effects, both on the community and the residents. It cannot be claimed that a condition to require these measures will mitigate adverse effects when the current evidence is that they are not doing so. The evidence of Rebecca Foy (paragraphs 191-192) notes that the occupants of CEH motels **should** have significantly improved access to support services such as health, education, and training to improve their ability to earn higher incomes and move out of the poverty and homelessness cycle. It is stated that this is not happening partly because there are poor uptake rates for some of the services provided, and also because there are inadequate resources to support mental health, drug, and alcohol issues.

It is clear that the current measures are not achieving wellbeing for either the community or the CEH residents. It is dreamworld stuff to suggest that imposing conditions that merely achieve more of the same, can be classed as mitigation of adverse effects,.

5 G Effects on the capacity of the Rotorua District Council and consequently on the ratepayers of the district.

The Rotorua District Council has been overwhelmed by the enormous increase in demand for emergency housing within its area, as partly shown by all the reports before you having been contracted out. In administering the processing of these consents it has not met the timeframes stipulated in the Act. I received my copy of the section 42A report a week late and the notice of this hearing only arrived in my letterbox two working days before the commencement. While the council has been working with the government in an attempt to deal with the problems, it has not met its obligations to uphold the Act (although the government agencies have been complicit in this). The 13 current consents have been applied for retrospectively, apparently only because of the government's contractual involvement, and the other 43 establishments have only been sent a letter, rather than enforcement action being taken to initiate compliance with the law.

The recommended conditions of consent in the reports will place a further onerous burden on the council staff resources, in addition to current workloads, which they do not appear to have the capacity for. Despite the monitoring of consent conditions supposedly being a cost to the consent holder, my expectation is that the granting of consents will either mean an increased cost to ratepayers, or inadequate monitoring leading to further community disruption, or both.

I **submit** that this aspect also needs to be taken into account and I hope that the Council representatives will address this on the 1st of November.

5 H Cumulative effects

The reports dealing with cumulative effects seem to take a 'chicken and egg' perspective. Do the CEH motels have a cumulative effect on the other EH motels, or is it the other way around?

The simple fact is that such discussion is specious as each one is acting illegally and therefore each one has a cumulative effect above the other motels in this currently illegal industry.

I **submit** that cumulative effects are clearly established in all the reports that deal with this aspect, and that there is no need to distinguish the starting and end points.

5 I The term and commencement of the consent

Paragraphs 205 to 209 of the overview report address the consent term. In my original submissions I said, "A five year consent term is grossly excessive for what should be only a temporary measure". I refer you to my earlier comments (Heading 5B) where I commented that the nature of the activity appears to be wrongly described, and also to the general nature of the 42A reports which suggest that this 'short term' need is expected to be with us for a long time.

The recommended condition, based on paragraph 205 is for a five year term *from the date the consent commenced*. I **submit** that this is too indefinite. Objections and appeals could move the starting date out a further two years. If any consents are granted, the term should expire after a period dating from 1 July 2021, the starting date of the MHUD contract, so that

there is certainty for all parties. It should not be overlooked that the activity has already started even though no consent has commenced.

Regarding the term of the consent, the expert evidence is that emergency housing should be for a maximum of two weeks. This should mean that a two year term is more than adequate for an emergency activity.

5 J Conditions of consent

I will address some of the recommended site conditions, strategic conditions, and advice notes, in the overview report,

General

Conditions of consent should be clear, without needing interpretation, and be capable of enforcement. I submit that some of the proposed conditions are vague, and that they could place Council officers in a very difficult position when it comes to enforcement.

I am concerned by the heading that the recommended conditions could change after hearing expert evidence. I trust that this is not intended to infer that presentations from submitters who are not experts will have no influence on the writer's recommendations.

The Resource Management Act requires adverse effects from an activity to be avoided, remedied or mitigated. There is no mention in any of the reports of possible avoidance or remediation of any of the effects. In itself, this raises doubts over whether it is possible to mitigate effects to the extent to which they will be minor or less than minor. In fact the reports often refer to effects becoming acceptable (a lesser standard) rather than using the terminology of the Act.

I note the applicant's evidence that the applicant for the resource consent must agree to the conditions being imposed. All this means is that if the applicant does not agree to a condition that will mitigate an adverse effect, then the effect will be unacceptable and consent must be refused.

Conditions 2 & 3

A resource consent is not personal property and runs with the land. The opening statement in each of the site reports, that The Property Group was the agent for MHUD who were applying on behalf of the motel operator is nonsensical. The cover page of each site report states that the applicant is Te Tuapapa Kura Kainga – Ministry of Housing and Urban Development and a different interpretation should not be made.

Condition 2 should simply state that the consent holder is Te Tuapapa Kura Kainga – Ministry of Housing and Urban Development.

I suggest that condition 3 should be changed to, "The applicant shall advise the Rotorua District Council of the names of the parties to the contract for emergency housing."

The wording of conditions 2 to 4 in the report could place the Rotorua District Council in a difficult position when enforcing consent conditions. They should only have to deal with one consent holder rather than have the likelihood of two parties each telling the Council that they should be dealing with the other one.

Condition 5 – Consent expiry

If consent is granted, condition 5(a) should be changed in accord with my comments in paragraph 5 I above. Regarding condition 5(c), I question whether a review under section 128 should be able to shorten the term of the consent. (I presume that the reference in 5(c) should refer to condition 37 rather than 32.)

Conditions 7 to 11 – Scale and intensity

I support the recommendations in the expert evidence to reduce the impacts on the health and wellbeing of the occupants of emergency housing by limiting the numbers in each establishment rather than accepting the numbers applied for. The applicant's view that the motel operator is better placed to determine the maximum occupancy level is akin to claiming that financial self-interest achieves a better outcome than an objective concern for the community interest.

Condition 15 - Play equipment.

The word 'retained' should be replaced by 'maintained in a fully functioning condition'.

Conditions 22 to 24 – Traffic management

The number of carparks for each site should be specified in the proposed SMPs.

Condition 28 - Noise

The condition as worded requires the Council to determine compliance if there are any complaints. If a noise condition is imposed, it should be to require the consent holder demonstrate compliance with the District Plan.

Conditions 30 to 31 – On-site management

Condition 30 requires an on-site staffing presence but does not mention how many staff are required or what the purpose of their presence is. What is the purpose of the condition?

Condition 31 requires a SMP to be submitted to the Council for certification. It does not say what discretion, if any, the Council has to refuse certification, or what happens if it does.

The greater issue is not the SMP but rather what the wrap-around services are expected to achieve. I refer again to my comments in paragraph 5 F. The condition makes no reference to the effects it purports to address or what outcomes it expects to achieve. As such it is merely cosmetic rather than achieving anything.

On-site management, or lack of it, is effectively the main concern of most submitters, including myself. I submit that a considerable amount of work is needed for these two conditions to amount to anything more than mere window dressing. An additional condition detailing what outcomes are expected from the wrap-around services should obviously be part of this work.

Conditions 32 – 36

Although this condition refers to a bond I believe that there should also be a requirement for a financial contribution. In paragraph 5 G I referred to financial effects on RDC and its ratepayers. I submit that if consents are granted, there should be a requirement for the applicant to fully fund another staff position within RDC to enable effective monitoring of the consent conditions for the term of the consent. If this is not accepted, I believe that the amount of the bond is totally inadequate for its purpose.

Advice note 1

The note should be expanded to include reference to the change of use requirements in the Building Act.

Strategic conditions and advice notes

Condition 1 only requires the applicant to think about certain matters. As such, it does not amount to an enforceable condition and should only be included as an advice note.

Condition 2 requires the applicant to undertake specific monitoring to achieve a stated outcome. To be of any use, the condition should also require reporting of the monitoring and what it is achieving.

Condition 3 is for an 0800 telephone line for community use. It needs to say how the community will find out what this number is.

Conditions 5 and 6 require MHUD to undertake tasks with Council input. This seems to involve the RDC as a party to conditions it is expected to monitor. It is better for MHUD to be required to supply these documents to the RDC and for the Council to have the authority to reject them and require replacements if they do not meet a set standard.

The 42A report mentions the purchase of the Boulevard Motel. A separate advice note should specifically point out that this motel may not be occupied for emergency housing before all regulatory approvals are obtained and that enforcement action will be taken otherwise.

6 Individual motels

If the Panel is of a mind to grant consent to some of the sites, I would make the following comments, firstly for the four sites where I submit that resource consent be declined:

RC 17662 Malones Motel

I do not believe that this application meets the test of section 104D of the Act. I refer to objectives and policies SDUD-01, SDUD-09 and RESZ-P14, as covered in the overview report. For adverse effects I refer in particular to the submission of Phillip Spackman (#334) as well as my own more general comments.

If you find that the application can meet the test of section 104D, then I submit that consent be declined because the adverse effects of the proposal are significant and will not be avoided, remedied or mitigated by the proposed conditions.

In particular, I am concerned by the evidence in annexure 4. It is essentially dismissive of the concerns raised by submitters regarding the significant effects on the neighbouring residential amenity. It is also dismissive of the expert evidence from Sarah Collins and the

MacDonald conditions that relate to children. It does not recognise that two of the reserves referred to by Ms Collins are more than a kilometre away and that two of the three are on the other side of a wide and busy road with no pedestrian crossings. The general thrust in annexure 4 appears to be that the provision of emergency housing outweighs concerns over adverse effects.

Mr Spackman has pointed out that the motel operator has been difficult to deal with and has shown little regard for the surrounding residential amenity when concerns have been raised with him. His own evidence shows concern for his financial welfare but no concern for his neighbours. It is predictable that if a consent were granted, stringent monitoring would be needed for this site.

If you are of a mind to grant consent despite these concerns, I submit that the proposed consent conditions are grossly inadequate. They need to be rewritten and considerably strengthened, particularly those relating to wraparound services.

RC 17887 Ascot on Fenton

I do not believe that this application meets the test of section 104D of the Act. I refer to objectives and policies SDUD-01, SDUD-09 RESZ-P14 and RESZ-P8(4) as covered in the overview and site reports. The site report accepts that there is inconsistency with some policies.

For adverse effects the site report considers that the effects **can** be mitigated. The Act requires that they **are** mitigated. The comments in annexure 9 suggest that the recommended consent conditions are too stringent whereas there is considerable doubt that they will even be adequate.

If you are of a mind to grant consent, I submit that the proposed consent conditions need to be rewritten and considerably strengthened.

RC 17893 Apollo Hotel

With regard to the section 104D test, the site report says that "there is inconsistency with some policies". It also says that adverse effects "will be acceptable, with the adoption of the recommended conditions". This does not show that effects will be minor.

The comments in annexure 13 again suggest that the recommended consent conditions are too stringent, despite these comments contradicting expert evidence.

If you are of a mind to grant consent, I submit that the proposed consent conditions actually need some strengthening..

RC 17673 Union Victoria Motel

With regard to the section 104D test, the relevant objectives and policies are SDUD-01, SDUD-09 RESZ-P14 from the overview report and RESZ-P1 to p5 from the site report. The site report says, "Overall, the site does not result in a high level of amenity as required by RESZ-O1" and that it is inconsistent with the objectives and policies relating to private open space.

For adverse effects the site report considers that the effects **can** be mitigated to a level that is acceptable, subject to conditions of consent. The comments in annexure 12 not only suggest that the recommended consent conditions are too stringent, but also casts doubt that the effects **will** be mitigated. The conditions in the site report only expect effects to be reduced to an acceptable, rather than a minor, level.

On this basis, the 104D test is not met.

The site report indicates an inadequate standard of maintenance and provides no confidence that the operator has the ability to ensure that consent conditions are met. It is difficult to accept that adverse effects will be minor.

If you are of a mind to grant consent, I submit that the proposed consent conditions need considerable strengthening, rather than being reduced as promoted in annexure 12.

The following comments, relate to the two sites where I submit that resource consent could be granted:

RC 17647 Lake Rotorua Hotel

This site has the largest area of communal open space of all the contract sites making it more suitable than most for family occupancy. It is well away from other EH sites so most cumulative effects are avoided. It is noted that the units are small and the maximum occupancy should therefore be 105 people as per the revised proposal in annexure 8, rather than 124 people as proposed in the overview report.

RC 17892 Ann's Volcanic Motel

This is also well away from other EH sites so most of the cumulative effects are avoided. My home is only a stone's throw from it and I have never seen or experienced any undesirable activity near it. There has recently been an increase in crime in our vicinity with cars being vandalised, broken into or stolen and it is accepted in the neighbourhood that it is very risky to leave a car parked on the street overnight. This activity has not been directly connected to the motel although the activity in Phillip Street raises this suspicion.

I note that the Malfroy Road fence has been replaced (again), since the photograph in annexure 11 was taken, with a high quality structure that has sliding gates. The motel signs have all been removed.

While a revised maximum occupancy of 31 people has been proposed in annexure 11, the recommendation of 26 people as proposed in the overview report should be accepted, as being of more social benefit to the occupants.

In my view, the motelier's management and actions to date give confidence that there will be positive benefits to the occupants if consent is granted.

The following comments are of a general nature relating to particular aspects of the proposals:

RC 17648 Alpin Motel

I note that the owner of the land has submitted that the activity may not accord with the lease agreement.

RC 17891 Geneva Motor Lodge

The Sarah Collins report rates this motel as unsuitable for children. Conditions 7 – 9 in the MacDonald report are therefore more relevant than the suggestions made in annexure 3, which relate more to the financial interests of the motelier.

RC 18244 Emerald Spa Motor Inn

I note that the owner of the land has submitted that the activity is contrary to the lease agreement.

7 Concluding remarks

In brief summary, the operation of emergency housing to date has been to the disadvantage of our city. It has also shown scant regard for the law. These 13 applications have been made retrospectively and the other 43 known establishments are continuing to operate illegally.

Annexures 1 to 13, are all presented as advocating on behalf of the applicant. I find it difficult to accept that the same person can then present additional evidence from the position of an expert witness when there is an obvious conflict of interest.

I have submitted that four of the applications should be declined and two of them approved. The overview report indicates that the Pohutu Lodge Motel cannot be approved in its present form. The other six all generate adverse effects which I have only addressed in an overall context.

My main concerns, from my original submissions, are the term of the consents, and the inadequacy of the wraparound services. I have pointed out that the applications appear to be for more than just emergency housing and that the term of any consent should run from a specific date (1 July 2021) rather than one that could vary depending on when a consent commences. A shorter term is appropriate for emergency housing and the term sought appears more relevant if a consent had been sought for transitional housing.

Conditions of consent need to be considerably more specific than those in the reports. In particular, requirements for wraparound services need to address the outcomes they are being imposed for rather than being part of site management plans that only prescribe a starting point.

Thank you for your attention and I hope that my contribution will be of some help in your deliberations.

David McPherson

the conditions