

Annexure 7: Apollo Hotel (7 Tryon Street) – LU24-010187

1. Introduction

- 1.1. Resource consent to continue use of 7 Tryon Street for Contracted Emergency Housing (CEH) was lodged with Rotorua Lakes Council (RLC) on 14 June 2024. CEH is described in detail in the Application and in my Primary Evidence. To summarise, the proposal is to:
- (a) Continue to use the existing buildings and facilities on the subject site for CEH, primarily for whānau with children or rangatahi (young people) and disabled people;
 - (b) Provide on-site support services for CEH occupants and 24/7 security provided and managed by a dedicated Service Provider. The current service provider for this site is WERA Aotearoa Charitable Trust (WACT)
 - (c) Operate CEH from the site for a maximum of one year from the date of the expiry of the existing resource consent, taking the use of the site as CEH through to 15 December 2025.
 - (d) Resume the use of the site as a long-standing motel activity (tourist accommodation) when the site is no longer operated as a CEH site.



FIGURE 1: SUBJECT SITE AT 7 TRYON STREET (SOURCE: GRIP MAPS)

2. Activity status

Operative Rotorua District Plan 2016 – reformatted 2024

- 2.1 The subject site is located entirely within the Commercial 3 (COMZ3) Zone. The COMZ3 zone adjoins the site to the north and south, and the land to the east and west of the site is zoned Commercial 4 (COMZ4).
- 2.2 As discussed in my Primary Evidence, the activity has been assessed as a **Non-Complying Activity** pursuant to **Rule COMZ-R1**.

3. Site specific matters raised in submissions

- 3.1. The site specific s42A report by Mr Grace (Consultant Planner) provides an overview of the notification process and submissions raised. I note that many submitters made 'blanket' submissions which relate to all applications. As such, I have considered issues raised in submissions relevant to all applications in my Primary Evidence.
- 3.2. There were 176 submissions from 37 submitters in relation to all seven resource consent applications for CEH, of which, five submitters raised site specific submission points ('non-blanket' submissions) to the resource consent application relating to 7 Tryon Street, all opposing the proposal.
- 3.3. I note that the site specific s42A report only identifies four submitters, where Submitter #20 (Watu Mihinui, James Warbrick and Manuariki Tini) appears to have been missed. Notwithstanding the submission points are the same as Nuki Nicholson's submission so has been addressed in the s42A report. Para. 48 of Mr Grace's S42A site specific report accurately summaries the key submission points.
- 3.4. The key issues raised by the five submitters are summarised as follows:
 - Community well-being and integrity of the tourism industry, including specifically relating to the Te Whakarewarewa Village
 - Contravenes the District Plan, relating to cultural heritage, residential amenity and community well-being
 - Lack of genuine engagement and recognition of the concerns of Tuhoungani Ngati Wahiao
 - Concerns about fears for safety, anti-social behaviour and crime
 - CEH disrupts cultural landscape and degrades cultural sites including the surrounding environment
 - Impact on property tenancies

- CEH sites adversely affecting local businesses (concerns from submitter in relation to Penny Haka Gallery)
- 3.5 Submissions relating to social effects, tourism effects and cultural effects have been addressed in my Primary Evidence. No further discussion will be undertaken regarding these issues here. Mr Wilson’s evidence also outlines the consultation and engagement that has been undertaken prior to the submission of the application.
- 3.6 External and internal amenity effects specific to the site are not addressed in my Primary Evidence. These are discussed in my effects assessment below.
- 3.7 I agree with the analysis and conclusions within Mr Grace’s s42A report with regard to submissions received on this property.

4. Assessment of effects

4.1 My Primary Evidence discusses effects as they relate to all Applications. The following discusses effects specifically relevant to this site:

- (a) Positive effects
- (b) Character and amenity effects
 - (i) Internal
 - (ii) Streetscape and external amenity
- (c) Traffic effects
- (d) Noise effects
- (e) Cultural effects
- (f) Infrastructure
- (g) Financial contributions

4.2 These effects have been assessed in the resource consent application, with relevant matters raised in submissions and Council’s s42A report included in the following sections.

4.3 Submitter concerns relating to all sites have been addressed in my Primary Evidence.

Positive effects

4.4 The positive effects of the proposal are outlined in the Application and in my Primary Evidence. The use of the site for CEH has provided additional housing to whanau with children who have an urgent need for housing and access to emergency residential accommodation. The site has been managed

appropriately through resource consent conditions and on-site social wrap-around services which assist with the daily functioning of the site.

- 4.5 The application has a limited duration of one year which will not restrict the use of the site as a motel or another appropriate land use in the future.

Character and amenity effects

Internal amenity

- 4.6 Internal amenity relates to the quality of the on-site living environment for those staying in CEH, including access to on-site amenities typically associated with domestic living, open space and on-site services.
- 4.7 The pool located within the internal courtyard, and games room and lounge located in the north-western corner of the site are proposed to be retained.
- 4.8 Mr Grace's s42A report raised concerns regarding levels of internal amenity for CEH occupants who are more likely to spend more time within the units during the day and reside for a longer period of time in comparison to motel guests.

Internal amenity – outdoor living space

- 4.9 Access to on-site open space is one element that can contribute to a high-quality living environment. In my opinion, the extent and quality of the onsite amenity (including provision of open space) must be considered within the context of CEH providing a short-term place of residence for members of the community who otherwise have no tenable or better alternative accommodation.
- 4.10 I agree with the assessment of outdoor living space in the site specific s42A report.

Internal amenity – suitability for children

- 4.11 Mr Peacocke has identified the second floor units as being “unacceptable” for children aged six months to three years, and three to seven years. All other units are rated as “low” for this age group as the shared space is dominated by a pool and hard surface. The site has been rated as “moderate” for children aged seven to twelve years, and thirteen to eighteen years as there are more options available to them including the pool, outdoor space and games room.
- 4.12 Mr Peacocke considers that there is potential to improve some play facilities on the site, and as such, has recommended consent condition 16 in relation to the southern carpark being set up as a basketball space. Mr Grace agreed with this recommendation and added that noise controls would need to be imposed to manage noise effects on neighbours. As noted in my Primary Evidence, I do not dispute the evidence of Mr Peacocke that children residing at the site would benefit from an additional play area, however given the short duration of the consent sought and the intention of MHUD to stagger the closure of the remaining seven sites for which consent is being sought, it is not a responsible use of

resources to undertake this work, as it would likely only be utilised for a short duration.

- 4.13 Mr Peacock also recommend a condition which restricts children aged between six months and seven years from occupying the second-floor units. For the reasons outlined in my Primary Evidence, relying the evidence of Mr Wilson, placing restrictions on the use of some CEH motels/units for certain age groups of children has the potential to prevent some whānau from being able to access CEH. For this reason, these conditions should be removed from the recommended conditions.

Internal amenity – occupancy rate

- 4.14 The Application proposes a maximum of 98 occupants within 28 studio units and 11 one-bedroom units. A number of submitters raised concerns that relate to the issue of overcrowding affecting the internal amenity of the units.
- 4.15 Ultimately, the provision of contracted emergency housing through the site provides a necessary option for vulnerable individuals and families who urgently require accommodation. The site facilities are considered appropriate for contracted emergency housing. Mr Grace's s42A report recognised this need and concluded that while the motel may not provide a high level of amenity in comparison to a typical permanent residential unit, the recommended consent conditions will avoid key concerns such as overcrowding and negative impacts on children (in relation to play). I agree with this conclusion.
- 4.16 Overall, it is my opinion that effects relating to on-site amenity are acceptable.

Streetscape and External Amenity

- 4.17 No changes are proposed in relation to the buildings, and the AEE in the Application for 7 Tryon Street remains valid in this regard. The surrounding environment is characterised by a mixture of motel buildings and residential sites.
- 4.18 The relevant COMZ3 zoning anticipates small convenience-based stores and commercial services, which would typically service the immediately surrounding community. Although the subject site differs from the referenced character and amenity outcomes attributed to the zone, the existing character as established through the existing buildings and landscaping is consistent with the consented and legally established environment of an accommodation activity.
- 4.19 Overall, I agree with Mr Grace's assessment of site screening and conclusion that character and design-related effects will be less than minor provided that external boundary treatments and landscaping features are maintained. I agree with the inclusion of consent condition 12 to this effect.
- 4.20 Overall, it is my opinion that the external amenity effects arising from the use of the site for CEH purposes are acceptable.

Traffic related effects

- 4.21 The application assessed traffic related effects of the proposed continued use of the site for CEH and determined that adverse traffic related effects are expected to be less than minor.
- 4.22 There are no changes proposes to the existing carparking arrangement, with the site being well catered from a vehicle access and parking point of view. Furthermore, the site is located close to public transport networks and is within walking distance to local amenities.
- 4.23 There have been no discernible traffic generation effects from the previous hotel activity.
- 4.24 Council's development engineers have no concerns with the application in relation to traffic effects. As such, Mr Grace considered transport effects to be acceptable and no further traffic-related conditions are recommended. I agree with this conclusion.

Noise effects

- 4.25 The application assessed the potential for adverse noise effects in relation to the use of the site for CEH. It was determined that as with any residential activity, general noise may be associated with emergency housing, however this will be dispersed throughout the site and will be domestic in nature. Overall, it is expected that any noise generated from the site will not exceed the permitted noise levels for this environment, nor is it expected to be any greater than the noise generated from the use of the site as a motel.
- 4.26 The SMP will continue to effectively ensure noise from within the site is adequately managed. It should be noted that there have not been any excessive noise complaints from neighbouring properties under RC17983.
- 4.27 In addition to the SMP, Mr Grace recommends condition 27(i) which provides an 0800 telephone line for the community to address noise complaints. I consider this an effective method for the community to raise noise complaints if/when necessary.
- 4.28 Mr Grace considers that with the SMP and recommended condition 27(i) in place, any potential noise effects from the proposal will be acceptable. I agree with this conclusion.

Cultural effects

- 4.29 The site is in proximity to Whakarewarewa Village and Te Puia.
- 4.30 The Application outlines the process for engagement with Iwi representatives for both the original consent and this application, and how relevant consent conditions have been developed. The Applicant is committed to continuing this engagement.

- 4.31 Two submitters raised concerns regarding the potential for CEH to disrupt the cultural landscape and degrade cultural sites in the surrounding environment (being the Whakarewarewa Village). More specifically, one submitter raised concerns regarding the protection and recognition of areas of cultural significance and stated that the use of the site for CEH disrupts the cultural landscape and infringes upon the spiritual and historical integrity of their marae and whare. Furthermore, concerns were raised regarding the continued use of the site for CEH and how it undermines the principles of their Iwi Management Plan by contributing to the degradation of cultural sites and the natural environment surrounding them. The submitter also considers that there has been a lack of genuine engagement and recognition during the process which violates the principles of partnership and participation that the District Plan upholds.
- 4.32 The SMP and proposed consent conditions include specific management measures to manage these effects. As such, Mr Grace recommends that compliance with the SMP and associated conditions are imposed, and suggested that additional information is provided by submitters to inform specific condition wording. I agree with this recommendation.
- 4.33 I consider the overall actual or potential cultural effects to be no more than minor and appropriately mitigated through conditions of consent.

Infrastructure

- 4.34 I agree with and accept the s42A analysis with regard to effects on infrastructure

Financial contributions

- 4.35 I agree with and accept the s42A analysis with regard to financial contributions

5. Relevant planning framework

- 5.1 The higher order planning framework is discussed in my Primary Evidence. Below I will discuss the Operative District Plan (District Plan) in the context of 7 Tryon Street where there are particular matters that are distinct from my assessment in my Primary Evidence.

Operative District Plan Zone and CEH

- 5.2 The site is located entirely within the Commercial 3 Zone (COMZ3 Zone). The Commercial 3 zone is described in the District Plan as:

“Small clusters of convenience stores such as dairies, chemists, hairdressers and takeaway outlets that provide day to day services to residential areas located within the immediate vicinity. These centres are dispersed throughout the residential zones and are normally located on corner sites. These areas have lower pedestrian and traffic movement compared to other commercial centres, however they provide an active environment, with higher levels of lighting and

traffic movement in comparison to the surrounding residential environment. Opportunities for residential activities above ground floor are provided.”

- 5.3 The proposal aligns with this zone description. CEH is very similar to the operation of a motel or to medium density residential household units. There are no modifications proposed to the buildings or structures themselves.
- 5.4 As discussed previously, the proposal includes the reversion back to traditional ‘tourist accommodation’ by 15 December 2025.
- 5.5 I note that the District Plan provides for ‘community housing’ as a permitted activity in both the Commercial 4 and all residential zones of the District Plan. The only reference to emergency housing in the District Plan is in the definition of ‘community housing’.

Area Specific Matters – Commercial Centres

- 5.6 COMZ-O1 aims to keep commercial centres compact and have commercial and tourism centres that effectively service and support the needs ‘of the surrounding community. Operating CEH on the subject site aligns with the hierarchy of compact commercial and tourism centres in Rotorua. The proposal clearly supports the needs of the community by providing housing for those where there is an urgent housing need. It is intended that the proposed use of the site and buildings for CEH for a further duration of one year beyond what is already consented does not represent the permanent conversion of tourist accommodation to permanent residence.
- 5.7 Also relevant to this site is supporting Policy COMZ-P4 as addressed in Mr Grace’s s42A report and the application, and Policy COMZ-P1 as addressed in the application. While the proposal does not provide amenities such as neighbourhood shops, it does help to achieve the broader objective outlined under COMZ-O1 by supporting the needs of the surrounding community.
- 5.8 Mr Grace considers that the proposal is not consistent with the policy direction for the COMZ3 zone regarding the provision of activities that “support the day to day needs of the surrounding residential area”. However, Mr Grace also acknowledges that the existing and consented tourist accommodation facilities is likewise not consistent with this policy direction either.

Area Specific Matters - Design and appearance of buildings

- 5.9 As identified in the application, objectives COMZ-O2, COMZ-O3 and COMZ-O4 address design and appearance of buildings as well as commercial activities located within non-commercial zones. Relevant supporting policies are COMZ-P8, COMZ-P9, COMZ-P10 and COMZ-P11, COMZ-P12 and COMZ-P13.
- 5.10 In addition to the objectives and policies assessed in the application, Mr Grace considered Objective COMZ-O3A to be relevant to the proposal.

- 5.11 I agree with the assessment in S42A in regard to screening and outlook, noise and disturbance, efficient functioning of transport networks, and building design. In particular, a recommended condition around maintaining boundary vegetation and managing any adverse noise or disturbance effects through the SMP is supported as discussed in sections 5 and 7.
- 5.12 However, I disagree with the recommendations of restricting age groups of children from certain motel units and the creation of the additional play area.

Area Specific Matters – Reverse Sensitivity

- 5.13 Mr Grace identified COMZ-O5 and COMZ-P16 in his s42A report, however he concluded that it is unlikely that the proposal will result in adverse reverse sensitivity effects for the adjoining Rydges Hotel and neighbouring residential properties. I agree with this assessment.

District Wide Matters

- 5.14 Mr Grace addresses the following objectives and policies in his site specific s42A report:
- (a) Noise: NOISE-O1, NOISE-P1 and NOISE-P4
 - (b) Infrastructure: EIT-O3 and EIT-P14
 - (c) Transport: EIT-O7, EIT-P18 and EIT-P22
 - (d) Reverse sensitivity: EIT-P23
- 5.15 I agree with the assessment undertaken by Mr Grace in regard to the district-wide matters and have not identified any areas of conflict.

Objectives and policies conclusion

- 5.16 Overall, I agree with Mr Grace that the proposal is generally consistent with the objectives and policies of the District Plan. However, the activity is inconsistent with the COMZ3 zoning which can be mitigated by the implementation of additional consent conditions.

6. Response to S42A Report's recommended conditions of consent

- 6.1 Appendix 1 of the site specific s42A report for 16 Sala Street includes recommended conditions. There is agreement around the majority of the recommended conditions. As noted above, and in my Primary Evidence, I disagree with the recommendations of restricting age groups of children from certain motel units and the creation of the additional play area. For this reason I recommended that conditions 7, 8 and 16 are deleted. I have attached a set of recommended conditions below with track changes to illustrate the conditions I recommend are deleted.

7. Section 104D gateway test and part 2 analysis

- 7.1 As discussed in my Primary Evidence, it is my opinion that the effects of the proposal are no more than minor.
- 7.2 There is broad agreement with regard to the objectives and policies relating to the COMZ3 zone provisions, and on balance (and with the imposition of recommended conditions), the proposal is not contrary to the objectives and policies of the District Plan.
- 7.3 As detailed in my Primary Evidence, the proposal aligns with Part 2 of the Act.

Date 22 October 2022

A handwritten signature in black ink, appearing to read 'A. Jones'.

Angela Jones

RECOMMENDED CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010187, the response to the request for further information, dated 3 September 2024 and Site Plan entitled “7 Tryon Street ... Apollo Hotel, Rotorua Motels – Emergency Accommodation”, sheet 1 of 1, dated 21/02/2023.
2. Te Tuapapa Kura Kainga – Ministry of Housing and Urban Development (MHUD) shall be the Consent Holders’ representative who will be the principal contact person for Rotorua Lakes Council in regard to matters relating to this consent, and:
 - a. Within two weeks following the commencement of this resource consent MHUD shall inform the Rotorua Lakes Council of the MHUD’s representative’s name and contact details; and
 - b. Should MHUD’s representative’s name and contact details change during the term of this resource consent, MHUD shall inform the Rotorua Lakes Council as soon as practicable, and within no more than five working days.

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.

Consent Expiry

4. This resource consent shall expire on the earlier date of either:
 - a. 15 December 2025; or
 - b. The date of cancellation of MHUD’s contract for CEH applying to the site under Condition 3.

Note:

1. *Condition 4(b) does not prevent MHUD from renewing its contract with the motel operator within the overall one-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, at a minimum, detail the following matters:

- a. 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
- b. Details of any required works to reinstate the buildings as a motel.
- c. The consent holder shall notify the Council when CEH activities have ceased.

Scale and Intensity

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

Note:

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.*
- ~~7. No children between the ages of six months and seven years may reside in a second floor unit (Units 20 – 39B).~~
- ~~8. Condition 7 only applies to incoming occupants entering the specified units on or after 15 December 2024. Occupants already residing in the specified units with children between six months and seven years on 15 December 2024 may:
 - a. Choose to remain in the unit for the length of their stay; or
 - b. Transition to a more suitable unit within three months of the commencement of this consent.~~

Record Keeping and Reporting

9. 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 ages of people residing in a second-floor unit (Units 20 – 39B);
 - d. 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
 - e. Details of any complaints in relation to CEH occupants' behaviour in the Whakarewarewa Village carpark area and responses undertaken by the Consent Holder.
10. The information listed in Condition 9 shall be reported to the Council's Monitoring and Compliance Officer at six monthly intervals from the date of commencement of the consent and made available at any other time upon request. The information will be provided in a form that does not identify individuals.
11. The Consent Holder shall provide a compliance report to the Council's Monitoring and Compliance Officer six months after the commencement of the consent, outlining compliance with the consent conditions over the preceding six 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;
 - c. Recent photographs of play space required by Condition 16 (Play Areas)
 - d. Details of how compliance is achieved in respect of Condition 23 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
 - e. 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

12. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.

13. The existing shared open space, as shown on the Site Plan (approved under Condition 1), shall be retained in a condition suitable for recreational use by occupants.
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 outlined in Condition 12 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:

1. *This condition does not restrict enhancement of landscaping.*

Site-Specific Onsite Play Areas

- ~~16. A play area shall be established within the southern carpark within one month following the commencement of the consent.~~

Note:

- ~~1. A children's play area is a dedicated outdoor space that facilitates play. This can include outdoor play equipment such as a basketball hoop, trampoline and/or outdoor toys.~~

Whakarewarewa Village and Te Puia

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

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

- a. Implementation of the Site Management Plan 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.

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

Note:

1. *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.*
18. 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 between the Consent Holder, or suitable representative, and representative(s) from Whakarewarewa Village and Te Puia.

Note:

1. *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

19. All motel signage shall remain covered 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.*
20. 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:

1. *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

21. Any storage of household effects of contracted emergency housing occupants shall be provided inside existing buildings, including verandahs and porch areas, on the site.
22. Waste storage shall continue to be screened from the road frontage or residential properties.

Streetscape Amenity

23. The Consent Holder shall undertake:
 - 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

24. 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.

25. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
26. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010186. 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:

1. *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.*

27. The SMP required by Condition 26 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 23;
 - 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.

Whakarewarewa Village Carpark (Augier Condition – See Advice Note 7)

28. The consent holder shall undertake daily tidying of the Whakarewarewa Village carpark, including removing rubbish and shopping trolleys from the carpark area.

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

29. 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 one-year period.*
 2. *While Condition 29 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
30. 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, 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 30 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.*
2. *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.*
3. *The purpose of Condition 30 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

Monitoring Fee

31. 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

32. Pursuant to section 128 of the Resource Management Act 1991, Rotorua Lakes Council may, 6 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) 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.