

APPENDIX 1: RECOMMENDED CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010188, the response to the request for further information, dated 3 September 2024 and Site Plan entitled “247 Fenton Street and 12 Toko Street ... Ascot on Fenton, Rotorua Motels – Emergency Accommodation”, sheet 1 of 1, dated 10/07/2023.
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;
- b. when the CEH will not be accepting further residents; and
- c. Details of any required works to reinstate the buildings as a motel.
- d. 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.*

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 the Council's Monitoring and Compliance Officer at three 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.
9. 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 14 (Play Areas)
 - d. 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
 - 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

10. The existing landscaping (trees and other vegetation) internally and 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), 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 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:

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

Site-Specific Onsite Play Areas

14. On-site play areas (including the trampoline) shall be retained.

Note:

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

Motel Signage and Advertising

15. 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. "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:
 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

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

Streetscape Amenity

19. 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 23.

Traffic Management

20. The Consent Holder shall ensure that all vehicles enter the site via Fenton Street and exit the site via Toko Street, to prevent reverse manoeuvring onto Fenton Street.

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. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010188. 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.*

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 age-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)

25. Rotorua Lakes Council, MHUD senior management and/or senior advisors and a nominated community representative from the CLG shall meet at least every three 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. Any matters arising from the report provided under Condition 27.

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 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 receive with sufficient notice and discuss the results of compliance monitoring CEH by RLC and any matters that may arise as a result of the monitoring;
 - iv. Discuss any matters arising from the report provided under Condition 27;
 - v. To discuss any feedback on effectiveness of Site Management Plans and conditions;
 - vi. To discuss the implementation of the exit strategy for CEH until expiry of the consent.
- b. The CLG shall be comprised of one representative from each of MHUD, Te Hau ki Te Kāinga, 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 or as otherwise agreed; and
 - ii. No-less frequently than every three 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, to be supported by a dedicated minute taker;
- 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).
- i. The CLG may request and receive reports and presentations from agencies to meet any of these requirements.

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.*
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 26 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

27. Before each meeting required under Condition 26 above, MHUD shall provide to the members of the CLG a report addressing:
- a. Progress over the previous quarter in implementing the consents and their exit strategy; and
 - b. Anticipated actions and timings in the forthcoming quarter to implement the consents and the exit strategy.

The report shall be provided to the CLG member no less than 10 working days prior to the meeting.

Consent Holder Engagement with Surrounding Residents

28. Within 30 working days of the grant of consent, the consent holder shall provide a written invitation to surrounding residents to meet “one to one” and in person with the CEH operator and support service provider to discuss and agree a communication arrangement for the term of the consent that meets the needs of the resident.

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, 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.

APPENDIX 2: 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.*