

IN THE MATTER OF

the Resource Management Act 1991

AND

IN THE MATTER OF

7 applications to Rotorua Lakes District Council under section 88 of the Resource Management Act 1991 for resource consent for contracted emergency housing by Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development.

Decision following the hearing of the seven bundled non-complying activity applications.

The applications were heard at the Sir Howard Morrison Centre, Fenton Street, Rotorua, on 5-7 November 2024.

Proposal:

To continue to use seven (7) motels in Rotorua exclusively for Contracted Emergency Housing (CEH) with associated support services.

Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (MHUD) is effectively the co-ordinating agent for the seven individual applicants¹. Hence seven separate consent applications were made for determination (requiring seven separate decisions).

Summary Decision:

1. Pursuant to sections 104 and 104D, and Part 2 of the Resource Management Act 1991 (RMA), the 7 non-complying activity land use applications are each granted consent with conditions.
2. Consents have been granted for varying durations of up to 12 months.

Introduction

3. This decision is made on behalf of the Rotorua Lakes Council (RLC or the Council) by Independent Hearing Commissioner David Hill, sitting alone, appointed and acting under delegated authority under sections 34 and 34A of the Resource Management Act 1991 (the RMA).
4. This decision contains the findings from his deliberations on the 7 applications for resource consent and has been prepared in general accordance with section 113 of the RMA.
5. For convenience, and to avoid unnecessary duplication, one formal decision is issued covering the 7 applications - with separate consent conditions attached as appropriate. This approach is considered acceptable in the circumstance because, in the main, submissions and submitters were focussed more broadly on the larger issues rather than the particular motels.

¹ A Table identifying the proposed consent holder, operator and owner respectively of each motel was included with the applications. In three instances the consent holder and operator are not the same named person.

6. The following seven applications were heard jointly:

LUC24-010186	Alpin Motel	16 Sala Street.
LUC24-010187	Apollo Hotel	7 Tryon Street.
LUC24-010188	Ascot on Fenton	247 Fenton / 12 Toko Streets.
LUC24-010189	Geneva Motor Lodge	299 Fenton Street.
LUC24-010190	Lake Rotorua Hotel	131 Lake Road.
LUC24-010191	Pohutu Lodge Motel	3 Meade Street.
LUC24-010192	RotoVegas Motel	249 Fenton / 14 Toko Streets.

7. Consent for the use of the above motels for the purpose of CEH was granted (along with six other motels) on 15 December 2022 for a period of 2 years expiring on 15 December 2024. The present applications seek to replace those expiring consents and, accordingly, are made subject to s.124 RMA, which permits the continued activity until either new consents issue and/or such time as any appeals are determined. Section 104(2A) RMA relating to consideration of the value of the investment of the existing consent holder therefore also applies.
8. All applications sought a duration of 12 months from the date of expiry of the previous consents (i.e. to 15 December 2025).
9. The applications were lodged on 14 June 2024 by The Property Group (TPG) as agent for MHUD on behalf of the motel operators.
10. Per s.95A(3)(a) RMA, MHUD requested that all applications be publicly notified.
11. The applications were publicly notified by the Council on 20 July 2024 with submissions closing on 16 August 2024.
12. Thirty-seven submissions were received, with 20 applying to all applications and the remainder to combinations of the remainder. None of the applications received no submissions. All but one of the submissions were in opposition and sought a decline of each and all consents.
13. An overview summary of submissions was provided in the s.42A hearing report. That summary was not disputed and is adopted for present purposes.
14. One late submission was received – and accepted.
15. The hearing was not advised of any written approvals.
16. The s.42A RMA hearing report was prepared by the Council’s consultant planner Mr Craig Batchelar (principal author) and was made available to parties on or about 8 October 2024. The s.42A report was complemented by technical reviews and evidence from Ms Lorelle Barry (RLC – consent monitoring), Ms Natalie Hampson (Savvy Consulting - economics), Ms Rebecca Foy (Formative - social impact), and Mr Mathew Peacocke (Boffa Miskell - children’s play).
17. The s.42A report concluded that the effects at the aggregate, cumulative and site-specific level were acceptable subject to compliance with the consent conditions proposed, and were not contrary to the Strategic Direction in the Operative District Plan (ODP) or the objectives and

policies of the respective Commercial and Residential zones – i.e. the two gateway tests of s.104D RMA - and recommended that the applications be granted.

18. In response at the close of the hearing the s.42A author changed his recommendations on three applications: which was to decline consent for the Apollo Motel (modified to a limited consent to 31 March 2025), and grant consent to Alpin Motel, Pohutu Lodge only to 30 June 2025².
19. The applicant³'s expert evidence was made available to parties on 22 October 2024.
20. Submitters' expert evidence was made available to parties on 30 October 2024.
21. Legal submissions were made available to parties on 4 November 2024.
22. The hearing opened on 5 November 2024 and was closed on 2 December 2024 following receipt of supplementary statements and legal submissions in reply on 29 November 2024.

Consents required and activity status

23. As accepted by Angela Jones⁴, and set out in the 'site specific' s.42A reports and applications, the 7 motels are located in the following zones:
 - *Commercial 4 – City Entranceway Accommodation (COMZ4)* - Alpin Motel, Geneva Motor Lodge and Pohutu Lodge Motel;
 - *Commercial 4 - City Entranceway Accommodation (COMZ4) and Residential 1 – Medium Density Residential Zone (RESZ1)* - Lake Rotorua Hotel;
 - *Commercial 4 - City Entranceway Accommodation (COMZ4) and Residential 2 – High Density Residential Zone (RESZ2)* - Ascot on Fenton and RotoVegas Motel; and
 - *Commercial 3 – Neighbourhood Centres (COMZ3)* - Apollo Hotel Rotorua.
24. The s.42A author concluded that, despite '*Residential Activity*' and '*Residential Units*' being Non-complying Activities in the Commercial 3 and Residential 1 and 2 zones, and Restricted Discretionary Activities in the Commercial 4 zone, it would not be appropriate to characterise the overall CEH activity under either of those terms because of the inclusion of support and security services. Rather, and consistent with the previous applications, they should be determined as non-complying activities on the basis that the activity is not expressly stated in the relevant parts of the ODP Activity Table.
25. The proposition that all seven applications should be determined as non-complying activities was accepted by the applicant.
26. The relevant zone descriptions and key provisions are provided in detail in section 6 and Appendix 4 of each application, the s.42A report at [200] – [251], and section 11 of the evidence of Angela Jones. As those matters were not challenged, and there was broad agreement among the professional planners, I adopt those descriptions and provisions without

² MHUD had signalled that these three motels would be the first to be exited, with Alpin and Pohutu intended by 30 June 2025 subject to adequate alternative housing provision [Reply submissions, 29 November 2024; at [4.5].

³ I use this singular term inclusively for all 7 applications.

⁴ Angela Jones, Statement of evidence, 22 October 2024, at [7.1].

further reference.

Permitted baseline

27. As all seven motels are lawfully established for that particular *motel* purpose, a permitted baseline technically applies. However, as that baseline relates primarily to the sites' development controls, and since there was no dispute about those - and was largely irrelevant in terms of the issues on the table - I simply accept that to be the case, recording that nothing turned on that question.
28. I discuss the related question of "existing environment" below.

Procedural and other matters

29. Two programmatic Directions were issued.
30. No other procedural matters were raised for consideration.

Relevant statutory provisions considered

31. In accordance with section 104 of the RMA I have had regard to the relevant statutory provisions including sections 104 and 104D, and sections 108 and 108AA with respect to conditions, and Part 2 because there is incomplete coverage of the matter in the RLDP (as was generally accepted) and doing so would likely, in the words of the Court of Appeal⁵, add value to the evaluative exercise.

Relevant standards, policy statements and plan provisions considered

32. In accordance with section 104(1)(b)(i)-(vi) of the RMA, regard was had to the relevant policy statement and plan provisions of the following documents:
 - Bay of Plenty Regional Policy Statement 2014 (updated 2023); and
 - Rotorua District Plan 2022 updated.
33. Those provisions and their application were not in dispute (and were roundly considered and discussed in the 2022 decision). Accordingly, as no party disputed these matters, in the interest of brevity they are not specifically discussed further or the details repeated in this decision – but are adopted and cross-referenced per section 113(3) of the RMA.
34. Similarly, as there has been no materially relevant change to the ODP since the 2022 decision (the IPI PC9 included) the findings of that decision with respect to the s104D(1)(b) gateway test are adopted for present purposes. That is, that while the activities the subject of these applications may not be entirely consistent with the relevant objectives and policies of the Plan, they are not *contrary* to them (in the accepted sense of being repugnant etc to them) – and can, therefore, proceed to be assessed against s.104 in the normal way since they pass at least one of the two s.104D gateway tests.
35. It also seemed common ground that there were no directly relevant provisions of any national policy statement or national environmental standard that applied – albeit that some participants sought to lean on the NPS-UD (the National Policy Statement on Urban

⁵ R J Davidson Family Trust, CA97/2017, at [75].

Development) for their argument. I am not persuaded that the NPS-UD is materially relevant to these applications.

Existing environment

36. The CEH activities of the applicant motels are not part of the permitted baseline environment since these are “new” applications yet to be determined, and s.124 does not afford them that status. No party suggested otherwise.
37. However, while these applications are for new consents and it is theoretically possible to consider the subject activities as having ceased at the expiry of the previous consents on 15 December 2024 and therefore not existing in that format, that would clearly be an artificial position. I agree with Mr Whittington on that point.
38. The existing environment certainly recognises the cessation of six of the previous thirteen CEH motels – as well as a significant reduction in MSD’s EHG⁶-supported motels⁷ (from 138 households across 17 motels in December 2022 to 24 households in 4 motels in August 2024⁸). Mr Lyall Wilson⁹ (Team Leader, Contracts Management, MHUD) reported that whilst in October 2022 221 of the 297 contracted units were occupied by whanau, in August 2024 only 150 of the 249 contracted units were occupied (with an average occupancy of 180 whanau), demonstrating a declining trend in numbers.
39. At the same time, we must recognise the existence of the seven applicant motels and, more generally, the fact of Rotorua’s deficit in social / supported housing provision – albeit, as Mr Will Barris (General Manager, Partnerships and Performance, MHUD) records¹⁰, the number of active social housing places in Rotorua has risen from 914 places to 1087 places, and transitional housing from 88 to 199 places, over the period December 2022 – August 2024. Mr Barris also recorded¹¹ that during the December 2022 to August 2024 period, 27 households entered CEH on average per month, and that whanau with negative exits (i.e. those disengaging from the service) had a median length of stay of 13 weeks, whereas those with positive exits to social housing had a median stay of 21 weeks¹².
40. That existing environment “fact”, of course, does not constitute a threshold ground for granting the consents sought – Mr Equb’s counterfactual argument notwithstanding (discussed further below) – but it is a relevant consideration in terms of Part 2 of the RMA inasmuch as it brings into focus the s.5 RMA lens of “...enab(ling) people and communities to provide for their social, economic, and cultural well-being and for their health and safety.”
41. But that lens must also reflect the submitter community concerns for their well-being; their health and safety. It cuts both ways. That is also part both of their existing and of their permitted environment.

⁶ Emergency Housing Grant.

⁷ Barris, Evidence, 22 October 2024, at [5.7].

⁸ Further reduced now to 2 motels as advised during the hearing.

⁹ Wilson, Evidence, 22 October 2024, at [4.15]- [4.16].

¹⁰ Barris, Evidence, 22 October 2024, at [5.3]-[5.4].

¹¹ Barris, Evidence, 22 October 2024, at [5.19].

¹² Barris, reply evidence, 29 November 2024, at [7.3].

42. Reconciling that tension, if that is possible, is at the heart of the applications.
43. It is also important to record Mr Barris' confirmation of Government's commitment to exiting from CEH by the end of 2025¹³ - based on the expectation of Kāinga Ora delivering the 310 social homes in the pipeline and a further 40 places (minimum) over the next year from CHPs¹⁴. That can be considered part of the existing *political* environment and underscores the present applications.

Evidence heard

44. Whilst s.113(1)(ad) RMA requires a summary of the evidence heard, I consider it more efficient in this instance to focus on the principal issues raised – in part because much of the evidence simply updated matters previously heard at /or since the 2022 decision. This in no way 'downplays' the evidence heard, particularly from those submitters opposing the proposal, and which is addressed when discussing the principal issues raised.
45. For the record I note that evidence, legal submissions and/or representations were made as follows:
46. For MHUD:
 - Nick Whittington – Legal (including reply).
 - Will Barris – Corporate (including reply).
 - Lyall Wilson – Corporate.
 - Service Providers (WERA, Vision & Emerge).
 - Joanne Healy – Social.
 - Shamubeel Eaqub – Economic.
 - Angela Jones – Planning (including reply).
47. For Council:
 - Craig Batchelar – s.42A Planning.
 - Sean Grace - Planning.
 - Lorelle Barry – RLC consent monitoring.
 - Natalie Hampson – Economic.
 - Rebecca Foy – Social.
 - Mathew Peacocke – Landscape / Play.
48. For submitter: Restore Rotorua Inc:
 - Mai Chen – Legal.
 - Bridget Bailey – Legal.
 - Trevor Newbrook.
 - Jenny Peace.
 - Paul Romanes.
 - Carolyn Hall.

¹³ Barris, Evidence, 22 October 2024, at [6.1].

¹⁴ Community Housing Providers.

49. Remaining submitters:

- Mark Gould.
- Beatrice Hodgkiss.
- Deborah Haley.
- Dr Tanya Robinson (Whakarewarewa – The Living Māori Village).
- Watu Mihinui / James Warbrick / Manuariki Tini.
- Peniel Elliot.
- Teresa Scheer.
- David McPherson.
- Diana Raukawa Doughty.
- Donald Paterson.
- Jian Shu Qiu Family Trust.
- Chantel Limited.
- Donnarae Raukawa-Doughty (by phone).

50. I do, however, note that the s.42A report identified the following themes as those most frequently raised in submission points¹⁵ (and to which the evidence and submitter statements responded):

- *Social effects: crime (theft, vandalism) and undesirable behaviour (intimidation, aggression, violence, verbal abuse), providing emergency housing for people who are not from Rotorua, and pressure on social services;*
- *Economic: negative impact on tourism, unavailability of accommodation for tourists, effects on Rotorua's reputation and image, effects on property sales and nearby businesses;*
- *Character / amenity: impact on surrounding residents, safety, noise and rubbish;*
- *Planning: extension of consents, possible future extensions, and inconsistency with public policy direction;*
- *Exit strategy: lack of or inadequacy of strategy;*
- *Cultural: disruption to cultural landscape and infringement on the spiritual and historical integrity of Whakarewarewa, lack of consultation;*
- *Traffic: parking, pedestrian safety especially for children; and*
- *Other: lack of consultation, profiteering by facility operators, broken promises by government, information discrepancies.*

51. The s.42A report also records that these were similar to the themes and issues raised at the previous consent application hearing in 2022 – and reflect on-going community / submitter experience and concerns.

Section 104D Gateway

52. As already noted, s.104D RMA, the non-complying activity gateway tests, requires either that the overall adverse effects are minor (s104D(1)(a)) or that the activity will not be contrary to

¹⁵ S.42A Report at [105].

the objectives and policies of the respective plans (s104D(1)(b)), otherwise consent must be refused.

53. As noted above at paragraph [34], I have reviewed and adopted the conclusion of the previous 2022 decision with respect to the s.104D(1)(b) objectives and policies test. The respective expert planners arrived at the same conclusion. The NC activity status is therefore not a bar to granting the consents sought.
54. As such, it is not necessary to make a finding as to whether or not s.104D(1)(a) applies; that is, whether (or not) the adverse effects of the activities on the environment will be “minor”.

Principal effect issues in contention

55. In terms of s.104(1)(a), the principal issues in play related to whether the actual and potential effects (including positive effects) of the activity on the environment could be avoided, remedied or mitigated.
56. I have characterised the issues in contention as follows:
 - (a) whether MHUD’s (and therefore Government’s) stated commitment to exiting the use of CEH in Rotorua by the end of 2025 is a credible expectation;
 - (b) whether, MHUD’s exit strategy is sufficient to provide the Rotorua community with confidence regarding the cessation of CEH use;
 - (c) whether the harm experienced by the community (either actual, psychological or cultural) since the inception of the EH programme is now sufficiently mitigated such that the programme’s continuation (effects significantly reduced in extent but not eliminated) across 7 motels for a further 12 months is acceptable; and
 - (d) whether any of the particular consents should be declined either now or within a shorter time frame than the 12 months sought.
57. Those effect issues in contention are discussed next.

Government’s commitment to exit CEH

58. MHUD confirmed Associate Housing Minister Potaka’s commitment (on behalf of Government) to exit CEH in Rotorua by the end of 2025 based, as Mr Barris told the hearing¹⁶, on the confident expectation¹⁷ that between Kāinga Ora, Community Housing Providers, the private sector and whanau, sufficient social housing was in the pipeline for construction to satisfy the projected demand (currently averaging c.27 households entering CEH per month¹⁸) from those whanau needing the equivalent wrap-around support services currently being provided through the CEH / EHG programme.
59. Mr Barris provided aggregated data¹⁹ on the 546 whanau who have exited CEH since 1 January 2023 – of which 21% moved into social housing; 30% moved into transitional housing/ private

¹⁶ Barris, Evidence, 22 October 2024, at [6.1].

¹⁷ Barris, Evidence, 22 October 2024, at [6.7].

¹⁸ Barris, Evidence, 22 October 2024, at [5.19].

¹⁹ Barris, Reply evidence, 29 November 2024, at section [6].

sector/ whanau; the remaining 49% either left Rotorua (7%), disengaged (21%), unspecified other (12%), or were not specifically recorded (11%). Furthermore, he records²⁰ that in 2024 whanau exits have been increasing and have exceeded entries on a monthly basis since May 2024 (for example, in Q2: 68 entered and 83 exited; in Q3: 69 entered and 101 exited). As of the end of October 2024, whanau in CEH were at an all-time low of 135²¹.

60. The progress made over the past 2 years was detailed in Mr Barris' evidence and was not disputed. What was disputed was the reason why sufficient progress was not made within the timeframe of the expired consents and whether, in light of the fact that full realisation of the commitment was dependent on construction / provision activities beyond the immediate control of MHUD, the commitment made could be relied upon. That was particularly concerning to submitters because the exit strategy (which I deal with next) was devoid of material detail regarding sequencing and timing.
61. Indeed, MHUD acknowledged the fact that its commitment was contingent upon the provision of an appropriate level of social housing, arguing that the counterfactual of ceasing CEH without suitable alternate accommodation and concomitant support services would simply result in families being forced to return to the streets, without support, and occasioning the inevitable behavioural / social problems that would likely then arise. As Mr Barris argued, housing supply was both the problem and the solution.
62. While submitters generally accepted that turning families out onto the street was not an appropriate response, they did not accept that continuing to impose the effects that they say they continue to experience, regardless of any diminution in frequency, nature or extent etc, is an acceptable response either. The community has lived with those effects for some 5 years; thought that the 2-year consents previously issued reached an acceptable (albeit opposed) compromise; were not satisfied that MHUD had approached the consent expiry in good faith; and were concerned that in 6 months' time, if granted, they would again be confronted with further applications for a reduced number of CEH motels because MHUD cannot guarantee that sufficient alternative places will actually be available by the end of 2025. As Ms Bailey concluded for Restore Rotorua Inc²²:
 55. *Restore Rotorua feels strongly that the past two years have demonstrated that the effects of CEH remain unacceptable and cannot be managed. The onus is on the Applicant to find another option.*
 56. *Restore Rotorua accepts that there are many people that need to be housed. In 2022 the residents had to endure the effects of CEH for a further two years, at great detriment to their communities and way of life and, for some, at huge personal cost.*
 57. *What it now cannot accept is that being left to suffer the consequences of the Applicant's failure to meet its resource consent obligations and for this untenable situation to be prolonged for another year. The community of Rotorua deserve better.*

Finding

²⁰ Barris, Reply evidence, 29 November 2024, at section [5].

²¹ Barris, Reply evidence, 29 November 2024, at [8.2].

²² Bailey, Legal submissions, 4 November 2024, at [55]-[57].

63. The Government and MHUD's commitment to exit the use of motels for CEH by the end of 2025 is accepted. Clearly significant progress has been made on this matter over the past 2 years. However, the fact that MHUD has no direct role in the construction or provision of social housing / accommodation leaves open the question as to whether that commitment can be realised. MHUD says it is confident; submitters express significant doubt.
64. I find that risk sufficiently uncertain as to be a matter that must be carefully weighed in this decision.

Exit Strategy

65. In 2024 MHUD provided what it termed an *Exit Strategy* to the Council in the timeframe required by the expired consents. Condition 5 of each of those 13 consents required:

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

66. Council had not certified MHUD's Exit Strategy at the time of the hearing.

67. The key points of the Exit Strategy²³ were that:

HUD will:

- *Prioritise all CEH motels in Rotorua to determine the most appropriate motels to exit and the order in which these exits occur.*
- *Continue to gradually exit one motel at a time to ensure the market is not flooded with multiple motels returning to the tourism market at the same time.*
- *Work alongside MSD to actively manage exits by stopping new referrals into CEH motels from 30 June 2025.*
- *Issue 90-day notice period to motels being exited to allow sufficient time for restoration work, if necessary, to take place before the motels return to tourism.*

And:

26. *Prior to resource consent expiring in December 2024, HUD will exit Malones Motel (RC17662), Midway Motel (RC17890) and Emerald Spa Motor Inn (RC18244). These motel exits were determined using the above process. HUD will work with the service providers supporting these three motels to reduce their occupancy, either by placement into long term housing or, if necessary, by transfers into the remaining motels for which new resource consents will be sought. Notice to these three motels will be issued no later than 90 days prior to consent expiry.*

68. Ms Chen submitted²⁴ that:

- 44 *The detailed work and analysis simply has not been done to allow a one year timeframe for the termination of CEH in Rotorua to be real, believable and able to be relied on and now it is too late.*

²³ MHUD, Rotorua Contracted Emergency Housing Exit Strategy, at [24]-[26].

²⁴ Chen, Legal submissions, 4 November 2024, at [44]-[46].

There is no specificity in the exit strategy, if it was real there would be a detailed plan for each motel.

45 *The Commissioner cannot have confidence that any conditions imposed on these new extended consents as to exit strategies and return of the motels to commercial operation will be met and the current consents expire in just over a month.*

46 *The Applicant has had almost the full two years to prepare for the end of the consents so to propose that the counterfactual of granting these new consents would be detrimental just incentivises applicants to not comply with the conditions of consents granted to them and to leave preparation to the last minute.*

69. Submitters rightly criticised that Exit Strategy for not fulfilling the terms of the consents. The consent required a *programme*, not a strategy. However, that “error” was effectively cured by the present applications since, as MHUD submitted, it would otherwise be a practical nonsense to require a programme of exiting by the date of 15 December 2024 whilst at the same time making application for a 12-month extension to that date. I accept that logic. Furthermore, from the point of view of the present applications, the question of compliance with the previous consents (which MHUD and Council maintain was indeed the case) is of little material relevance to these new consents.

70. However, I note that in MHUD’s final proposed draft conditions the Exit Strategy intention to cease accepting new CEH referrals from 30 June 2025 is only included explicitly as a condition [5] in the consent for Alpin Motel (which may be an error as no explanation for that is given). All others (apart from Apollo Motel which was proposed to exit CEH earlier) have the cessation deadline unspecified, to be revealed as part of the proposed condition [5] requirement within 6 months of consent being issued – and which then needs to be certified by Council.

71. MHUD proposes that the terms of the previous exit programme be carried forward into the new consents as a requirement within 6 months, as follows:

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.*

72. While the previous Exit Strategy is clearly not binding on MHUD with respect to these new consent applications, the present proposed condition leaves open the option of accepting new referrals well beyond that previous date of 30 June 2025 – creating further uncertainty for the community.

73. I also note that the Exit Strategy’s 90-day notice provision is also not included in the proposed draft conditions - but that is reasonably to be expected for the reason stated – although presumably implicit in the condition [5.c] requirement above.
74. MHUD’s response was to underline what it contends to be the counterfactual – the proposition that absent CEH and an “orderly” exit transition, whanau will be stranded without support, likely exacerbating the very antisocial behaviour that submitters wished to see an end of. As Mr Whittington concluded²⁵:

At the end of the day, in HUD’s view, the best way to avoid more homelessness and increased anti-social behaviour, with its resultant effect on Rotorua’s reputation, is to allow an orderly exit from the CEH model by whānau in need over the next year.

Finding

75. There is no question in my mind that the Exit Strategy provided to Council for the expired consents was not adequate and did not fulfil the requirement of condition 5. However, the exiting of 6 of those 13 motels clearly satisfied the overall consents and the new applications for the remaining 7 motels effectively suspended that requirement.
76. Part of the reason for the change in approach to the cessation date for new referrals is MHUD’s desire for flexibility in managing both the transition for existing whanau in CEH and the c.27 new whanau referrals per month average expected (presumably) as has been experienced over the past 2 years. Whilst that is perfectly understandable from a “client” management point of view, that was clearly not acceptable from a submitter point of view (which I discuss next).
77. Furthermore, and with reference to Mr Equb’s counterfactual argument, no evidence was provided by MHUD as to what will happen after 15 December 2025 (assuming the consents are granted). If the current trend is for an average monthly new need for 27 whanau, how is that need to be met following cessation? The forward pipeline of social housing would, presumably, require that additional quantum each year into the future as a minimum. If that is not the case, and I had no evidence to persuade me that such provision was likely, then Mr Equb’s counterfactual will become a reality at whatever date CEH ceases – which begs the question (in a medium term strategic sense) as to why the CEH programme should not be phased out more quickly in favour of the immediate community’s concerns, and whatever social intervention programme is intended for those requiring such after 15 December 2025 implemented sooner. Whilst such would affect a small number of as-yet unknown whanau who might have gained a place in the remaining period, in the wider scheme of things that effect is minor (and one would hope that the now-experienced support services would find a future under the general social support policy stream for those in need going forward).
78. The alternative counterfactual for the submitter community is, of course, that the motels return to their primary purpose, removing the locus (if not entirely the more unacceptable EH behaviours) for their 5-year concerns.
79. I return to this question later in this decision.

²⁵ Reply submissions, 29 November 2024, at [3.2].

COMMUNITY HARM

80. As noted above, I do not intend to canvas the submitter statements in detail. They speak for themselves and describe or chronicle their experiences of the past 5 years, including since the expired consents were issued in December 2022. Importantly they acknowledge the technical distinction between CEH and the more generic EH-SNG matter - but argue, reasonably and persuasively, that the onus for managing *both*, in a context where specific anti-social actions cannot be distinguished between those modalities, lies with Government's social agencies, not the community. They say that the community has suffered continuous harm; that harm continues; the experiment has failed the community; and it is time for it to stop²⁶.
81. Submitters were consistent in their belief that the only reason that the number of submitters to these applications was significantly fewer than previously is that the community is tired of fighting and expressed that in general terms of bad faith by MHUD and the Government. Whilst Mr Whittington rejected that allegation, it is a perception that is perfectly understandable in the circumstance.
82. Whether the harm alleged is actual (as in the case of Mr Newbrook's property being burgled then destroyed by arson) or, more intangibly, psychological (fuelled by anxiety and the mere knowledge of the existence of proximate CEH), or cultural (as described by Dr Robinson with regard to the mauri and tikanga of Whakarewarewa), the effect on individuals and whanau is nonetheless real. Others recounted stories of avoidance behaviour leading them or their close relations to move home to other parts of Rotorua or out of the district altogether directly affecting family/whanau dynamics.
83. That disclosed experience, I note, was not denied by MHUD.
84. MHUD's response to those matters was, in part, to distinguish CEH from more general anti-social behaviour, while acknowledging the inevitability of a low level of incidents managed directly by its providers and motel managers where that was within their control. Many of those incidents are data captured through the reporting requirement and were reported summarily in the evidence of Ms Barry²⁷ and Ms Foy²⁸. Mr Barris also updated²⁹ data on incidents in his reply evidence noting, as did those support service providers (Te Hau Ki Te Kainga) who appeared, that the majority of recorded incidents across the seven motels were of a minor, internal nature not affecting neighbours, and that incident reporting, in terms of being a true and accurate record, was variable because "self-reported". Mr Whittington³⁰ also submitted that:

... the overall recorded level of incidents is not a reliable indicator of a motel's onsite management performance. Incident recording is primarily used by the service providers for onsite management purposes and to inform and update their Site Management Plans as required.

Finding

85. I accept the evidence that across the EH board there have been substantial improvements and

²⁶ See, for example, the summary in Ms Bailey's legal submissions, 4 November 2024, at [7]-[9].

²⁷ Barry, Evidence, 8 October 2024 Annexure A – Details of Inspections.

²⁸ Foy, Evidence, 8 October 2024.

²⁹ Barris, Reply evidence, 29 November 2024, at section [4].

³⁰ Reply submissions, 29 November 2024, at [3.4].

reduction progress since the December 2022 consents issued. That is reflected in the substantial reduction in number of motels being used for or by EH – including CEH. It is also reflected in the softer indicators such as the upturn in tourism and, seemingly, an improvement in the reputational issue which was a more substantial concern in 2022. At the same time, I accept the evidence from the support service providers with regard to the diligence and consideration given by them to the placement and on-going support of whanau entering (and transitioning from) CEH. I am unable to speak for Te Pokapū's role for the reason noted below at paragraph [120].

86. Nonetheless, all is not well from the community's point of view. Whilst that may not be caused by or emanate from CEH in all respects, CEH is seen as a material part of that blight. No amount of soft data will change that perception – and, unfortunately, the data on incidents and genesis is very soft indeed. That does not mean that the concerns can simply be dismissed for lack of evidence – and I did not interpret MHUD as saying that – but the onus for addressing those sincerely held concerns lies squarely with the applicant.
87. I find that CEH is continuing to cause community harm even whilst clearly doing genuinely good work for individual whanau (and therefore the community in the longer term). The remedy for that cannot be a blanket 12-month continuance for the seven applications, left for determination as to when new referrals will cease for up to six months (particularly in view of the fact that the average stay for those positively transitioning is 21 weeks or the best part of 5 months).

The Motels

88. The proposed allowable complement of occupied units (primarily 1 bedroom) for the 7 motels is as follows:
- Alpin Motel = 120 occupants in 40 units.
 - Apollo Motel = 98 occupants in 39 units (including 28 studios).
 - Ascot on Fenton Motel = 43 occupants in 14 units³¹.
 - Geneva Motor Lodge = 41 occupants in 14 units (including 7 studios).
 - Lake Rotorua Hotel = 105 occupants in 38 units.
 - Pohutu Lodge Motel = 42 occupants in 14 units.
 - RotoVegas Motel = 80 occupants in 27 units (including 11 studios).
89. That would provide for a maximum of 529³² occupants in 186 units (well within the reported October 2024 complement of 135 (and the annual average of 180) occupants in up to 150 units³³).
90. The removal of the Apollo Motel as verbally recommended by Council would leave capacity for

³¹ The Reply proposed conditions erroneously had the numbers 98 and 39 respectively. The application was for the corrected numbers.

³² Other figures provide a total of 549 persons but the above is adopted for present purposes as it reflects the occupancy figures accepted by MHUD and Council in its reply proposed conditions.

³³ Wilson, Evidence, 22 October 2024 at [4.15]-[4.16].

431 occupants in 147 units (including 18 studios).

91. In reply, MHUD accepted³⁴ the termination of Apollo Motel at 31 March 2025 as recommended *provided* the other 6 consents are granted for the term sought.
92. The exiting of Alpin and Pohutu, as next indicated by MHUD, would further reduce capacity to 269 occupants in 93 units (including 28 studios).
93. In that regard, Mr Barris' reply evidence³⁵ demonstrates a consistent pattern in the number of new referrals entering CEH in the six consecutive quarters from Q2 2023 to Q3 2024 – ranging from 75 to 69 (i.e. 72 +/- 3) per Q – with no evident seasonal trend. There is, therefore, no evidentiary reason to expect any change in that pattern over the next 6-12 months. And if, as Mr Barris's evidence shows, exits from CEH typically mirror or exceed entries, there is every reason to expect the numbers *in situ* to reduce similarly over the period. Logically they would, in fact, decline further. Whether the accommodation need profile of whanau has or is changing was not discussed in evidence.
94. If then, MHUD is, as I accept, serious about exiting CEH by the end of 2025, that prospect is significantly dependent upon when it ceases to accept new referrals into CEH (assuming the construction pipeline to completion is ready) because that determines when the average 21 week stay period of the last entrant whanau begins and ends. This is not a case of a finite resource where one is working to allocate or use the last element; the needs of specific whanau for support services and accommodation will not stop in December 2025 or any other year. In that respect termination of the CEH programme is relatively arbitrary subject to the responsibility to provide appropriate alternative social housing for those in the programme who require it, and to avoid an unnecessary counterfactual in Mr Equb's terms.
95. While one must not be unduly mesmerised by the numbers, since they are but a rough trend guide, they do provide a reasonable basis upon which expectation of the requirement for motel units (and therefore motels) can be made for the limited horizon of the 12 months sought.

Finding

96. MHUD seeks maximum flexibility in managing its exit from the CEH programme, including up to 6 months for preparing a staged exit and referral cessation plan for six of the seven motels. Such a programme could (and submitters argue should) have been presented with the applications or subsequently in evidence but MHUD chose not to do so, pleading that such is best left to those managing the delivery service to determine later in 2025. Mr Whittington submitted³⁶ that:

4.3 ... *it is very difficult with the various factors to consider and events to play out for HUD to be able to provide hard exit dates, or even an order of motels for exit.*

4.4 ...*That is because HUD remains dependent on the supply of social and community housing outlined in the evidence of Will Barris. It would be counterproductive entirely to set arbitrary quarterly exit dates, as the Council seems to be proposing, with the consequence that settled*

³⁴ Reply submissions, 29 November 2024, at [4.4].

³⁵ Barris, Reply evidence, 29 November 2024, at section [5].

³⁶ Reply submissions, 29 November 2024, at [4.3]-[4.4].

whānau, preparing for forthcoming moves into new housing, are transferred to a different CEH motel, potentially causing unnecessary stress and upheaval, and risking the progress they have made working with the service provider with whom they have built a relationship.

97. Submitter have made it clear that they are opposed to MHUD's approach. If consents are to be granted they wanted a firm programme for exit, not a deferred requirement as proposed under MHUD's condition 5.
98. I find MHUD's argument hard to follow in light of its evidence about average stay durations for successful transitions. On the basis of that consistent average, *exceptions* to a planned 6-month deadline (for example) would be unusual and a considered schedule for exiting motels feasible. I return to this later in this decision.

Consideration of applications & Part 2

99. Section 104 of the RMA requires the decision, subject to Part 2, to have regard to:
- (a) *any actual and potential effects on the environment of allowing the activity; and*
 - (ab) *any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
 - (b) *any relevant provisions of—*
 - (i) *a national environmental standard;*
 - (ii) *other regulations;*
 - (iii) *a national policy statement;*
 - (iv) *a New Zealand coastal policy statement;*
 - (v) *a regional policy statement or proposed regional policy statement;*
 - (vi) *a plan or proposed plan; and*
 - (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

100. Mr Whittington submitted³⁷ that:

... the fundamental question is whether, having regard to the section 104 considerations and Part 2, it would be better to allow CEH to continue until 15 December 2025 so that HUD can gradually manage down the operation as new social housing comes on stream...

... a key reasoning tool in answering that question is the counterfactual of not granting the consents.

101. In broad terms I accept that submission – although drawing a different conclusion regarding how to get there. Not granting the consents, setting aside for the moment Ms Chen's submissions regarding the adequacy of the information provided and Ms Bailey's submissions on amenity values, is not a practical outcome at this juncture. Certainly, those currently in the CEH programme must be allowed to complete the process through to exit and suitable accommodation. Furthermore, as will be evident from the discussion to this point, I agree that

³⁷ Opening legal submissions, 4 November 2024, at [3.4] – [3.5].

the key issue is indeed a managed exit from the motels – but equally it will be evident that I disagree with the exit strategy proposed by MHUD.

102. Part 2 RMA does not favour one or other side in this equation; it requires a conclusion that promotes community and people’s well-being in the context of the purpose of these consents – which purpose is for the subject motels to exit CEH and return to their primary function; the outcomes sought both by MHUD and submitters.
103. In regard to the submissions by Ms Chen and Ms Bailey, I agree that the information provided could have been more fulsome in material respects and that amenity values in the round are a significant matter for consideration. At this point I am satisfied that I have enough information before me to make a decision and that my hand is not therefore forced by s.104(6). Some of that “missing” information was, of course, provided by submitters both in writing and during the hearing. Furthermore, I am confident, as discussed below, that the conditions I impose will ensure that the use of motels for CEH will end in 2025 (subject, of course, to any appeal determination if sought).

Duration

104. The applicant sought a duration of 12 months for all consents. That duration was supported initially by the s.42A author but other options were proposed for some motels subsequently. Submitters generally sought a decline of the consents with effect from 15 December 2024 at the expiry of those 2022 consents.
105. The default term for land use consents is unlimited so 12 months is unusual. The reason given for the 12 months was the expectation that the current pipeline for new public and community housing and anticipation of private rentals would provide the necessary capacity and range of typologies to obviate the need for CEH. However, flexibility for individual case-management purposes was sought to ensure that an appropriate mix of places was available. That underlined MHUD’s request that all motels be granted for the full 12-month period even though its intention is to exit individual motels at the earliest practicable time within that period.
106. A secondary concern was articulated by Mr Eaqub in terms of his counterfactual that, absent this option, and assuming that the majority of the otherwise homeless would want to remain in Rotorua, their options for adequate shelter and support would be minimal, potentially exacerbating present undesired behaviours.
107. Submitters in opposition generally rejected the 12-month term arguing that they had already suffered the adverse effects of the policy for at least 4 years or more and a further year, with no clear and confirmed government exit strategy, was an unfair burden on the community.
108. I have weighed the arguments about term very carefully and acknowledge the unusual nature of the limited term sought and the risk that the posited counterfactual poses.
109. In the end I find that the term sought for all seven motels is not justified. The exit strategy, inasmuch as now there is one, rests on assumptions regarding new builds and affordable rentals. Computing the simple figures presented of 135 resident whanau at the end of October 2024 plus the 12 month average new referrals of 27 whanau per month (i.e. 324 per annum) suggests that the anticipated pipeline of up to 350 new social units would only be

sufficient if the 50% of exits to social or whanau housing (Mr Barris' figure cited earlier) continues to hold – with the further assumption that Government's April 2024 Priority One policy continues to apply (although that policy is based on whanau with tamariki being in EH for 12 weeks or more – which perhaps may not apply once CEH ceases in Rotorua and with MSD's supported motels now reduced to two).

110. Missing from this discussion (and the hearing), of course, is any material indication from Kāinga Ora as to how advanced its construction programme is, whether the units that might be available to CEH are on-track for completion and occupation, by when, and how the units will be allocated to those currently eligible in CEH.
111. While I accept MHUD's statement of confidence on its face, like the community of submitters I have no actual evidence on which to base that confidence – yet the 12-month terms sought rest on that matter if the incoming pipeline of whanau need is left unchecked for the period.
112. One way to address that problem, of course, is to impose a requirement to cease all new referrals to CEH at the date previously proposed by both MHUD and Council of 30 June 2025. That limits the average of 27 whanau to a 6-month quantum of 162 whanau (+/-) which, in turn, provides a perhaps more realistic buffer of demand-to-supply over the next year. One concern expressed by MHUD about that option was that this prevented relocations of existing CEH whanau where a more suitable living arrangement became vacant in another motel. That concern is easily cured by qualifying the condition in the way suggested by Ms Jones³⁸.
113. Accordingly, I intend to impose variable durations, as I discuss further below, along with a requirement to cease accepting new referrals 6 months prior to expiry so that demand does not overwhelm expected supply and exit from CEH is better assured.

Conditions

114. By the close of the hearing a revised draft set of conditions for each motel largely agreed between the Applicants and Council were filed.
115. The matters not agreed between MHUD and Council related primarily to:
 - (a) CLG Reporting requirements;
 - (b) 0800 24/7 facility;
 - (c) Play area requirement;
 - (d) Augier condition.
 - (e) Cessation of new referrals; and
 - (f) Duration.
116. MHUD opposed the carrying forward of the general condition enabling the CLG to request and receive reports on the ground of "overreach" – and considered this unnecessary as a condition in any event since the CLG could determine its own procedures. I was not provided with any evidence from CLG participants that this had been an issue that required a condition as such – indeed the community members were quite dismissive of the utility of the CLG, which they

³⁸ Jones, Reply statement, 29 November 2024, at [5.3].

saw as not serving the community's purpose. Regardless, I consider the CLG provision still appropriate – it is up to individual members / representatives to decide whether to attend and what the agenda should cover – but agree that the report provision seems unnecessary, and certainly at this stage as the motels proceed to exit over the course of their respective terms.

117. MHUD sought the deletion of the requirement for an 0800 24/7 facility since that had not been used with any particularity over the previous 2 years. In the absence of any evidence to the contrary I accept that proposed deletion.
118. Whilst MHUD took some pains to dispute the evidence of Mr Peacocke on the matter of play and play areas, in the final analysis, and with the imminent exit of Apollo Motel, I find that this issue can be left in the hands of the service providers and their triage systems to manage. I was satisfied from their representations that this is a matter at the forefront of their minds in deciding placements – but also accept that sometimes expedience must overrule the desirable.
119. MHUD has marked its Council meetings and CLG conditions as Augier conditions because it does not consider these arising directly from any material adverse effect created by CEH. I disagree. The relationship of motel CEH with Council and the community is at the heart of the issues and effects being determined. Furthermore, both provisions provide a direct communication avenue for matters arising and for the better communication of relevant issues and proposals. Without CEH there would be no need for those meetings. I therefore consider those provisions address adverse effects of the activities and are not *Augier*. They are imposed accordingly and the reference removed.
120. Despite its earlier Exit Strategy proposal, MHUD is now opposed to conditions setting dates for the cessation of new referrals to CEH. It considered that this offended the principle of leaving allocation decisions to MHUD and Te Pokapū. Notwithstanding the fact that, for unknown reasons, representatives of Te Pokapū did not appear at the hearing to answer questions about its processes, I disagree for the reasons rehearsed above. Setting a firm date beyond which new referrals must cease entering CEH is the only practical lever that MHUD has to ensure that the motels can exit at the appointed end date. I therefore impose cessation dates on all conditions with the exception of Apollo Motel (which will exit on or by 31 March 2025 and therefore should have ceased to accept new referrals already). That date for each motel is 6 months prior to expiry of consent, which allows for the 21-week average stay duration for those who have positively exited CEH to social housing.
121. With respect to the expiry and cessation dates, I impose the following:
 - Apollo Motel = 31 March 2025.
 - Alpin Motel = 30 June 2025; referrals to cease at date of decision.
 - Pohutu Lodge Motel = 30 June 2025; referrals to cease at date of decision.
 - Geneva Motor Lodge = 31 July 2025; referrals to cease on 31 January 2025.
 - Ascot on Fenton Motel = 15 December 2025; referrals to cease on 15 June 2025.
 - Lake Rotorua Hotel = 15 December 2025; referrals to cease on 15 June 2025.
 - RotoVegas Motel = 15 December 2025; referrals to cease on 15 June 2025.

122. The reason for exiting Geneva Motor Lodge next after Pohutu and Alpin is to provide relief to the Glenholme residents at the earliest practicable point, recognising that its community has borne the brunt of much of the anti-social effects of EH, and Geneva sits squarely within that community. To be clear, this is not about Geneva Motor Lodge's management of CEH *per se* but its location.
123. I recognise that this schedule places significant tension on, and will require active management of, CEH by MHUD. However, the community expects exit, and I agree that is appropriate.
124. Under s108AA RMA a consent condition can only be imposed if accepted by the applicant or if it addresses one of the exception matters stated under s.108AA(1)(b)(i) – an adverse effect on the environment – if the applicant has not agreed to it. Clearly MHUD has not agreed to the schedule I propose or the cessation dates. I simply repeat that they are imposed to address the adverse effect of CEH on community well-being more generally and Whakarewarewa and Glenholme in particular. Those are adverse effects on the social environment.

Conclusion

125. Submitters told me that the immediate communities around the CEH motels accepted the 2022 decision, reluctantly but in good faith, confidently expecting that to end in December 2024. They were dismayed by the applications for these 7 motels to extend the programme a further 12 months. The sense of betrayal was keenly expressed at hearing³⁹.
126. MHUD, on the other hand, in concert with the support service providers (and MSD with respect to the broader EH issue) has made significant strides in reducing the number of motels and other facilities used for the purpose but is hamstrung by insufficient supply of social housing units.
127. Both parties want CEH use of motels ended – submitters say “now”; MHUD says by the end of 2025 (subject to supply).
128. I have concluded on the evidence and testimony that without imposing a hard bar of entry to CEH there is a material risk that the supply pipeline will not fully eventuate in time. Evidence from Kāinga Ora and community housing providers would have been of considerable assistance in confirming or dispelling that conclusion – but was not forthcoming.
129. In considering the over-riding matter of Part 2 RMA, I have concluded that the immediate community's need for genuine closure should prevail. Not absolutely, since that would not be just for those presently in CEH, but certainly in a more concerted manner than is explicitly proposed by MHUD. The use of the seven motels for CEH must end in 2025. The conditions imposed make that endpoint more certain than not – subject, of course, to appeal.

Decision

130. In exercising delegated authority under sections 34 and 34A of the RMA, and having regard to the foregoing matters, sections 104, 104D, and Part 2 of the RMA, the 7 land use applications by Te Tūāpapa Kura Kāinga the Ministry of Housing and Urban Development to use motels for Contracted Emergency Housing are granted for the reasons discussed in this Decision (and as

³⁹ Bailey, Legal submissions, 4 November 2024, at [2]-[6].

summarised below) and, per sections 108 and 108AA RMA, subject to the conditions attached as Attachment 1.

Summary reasons for the decision

131. After having regard to the actual and potential effects on the environment of allowing the proposed activity(ies) and taking into account the relevant statutory and statutory plan provisions, I find that consent for the proposed activity should be granted for all 7 motels for the reasons discussed throughout this decision and, in summary, because:
- (a) the adverse effects of the proposed activity on the environment are not able to be determined with any particularity, but in the round, associated as they still are with all Emergency Housing, continue and for the community are significant;
 - (b) while elements of the proposed activities are not entirely consistent with all relevant provisions of the district plan, overall the applications are not contrary to those provisions;
 - (c) the conditions and durations imposed better ensure that the 7 motels exit CEH throughout 2025 and are returned to their primary function; and
 - (d) granting consents in this manner is consistent with promoting the sustainable management purpose and principles of Part 2 of the RMA, and the relevant provisions of the statutory plans.



David Hill
Independent Hearings Commissioner
13 January 2025

Attachment 1 – Conditions

ALPIN MOTEL: CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010186, the response to the request for further information, dated 3 September 2024 and Site Plan entitled "16 Sala Street ... Alpin Motel, 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. 30 June 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 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. The Consent Holder shall cease accepting new CEH referrals from the date of grant of consent.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 120 occupants shall be permitted to reside within the 40 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

8. A written (including electronic) record shall be maintained at all times that states:
 - a. The total occupancy numbers across the whole site;
 - b. The number of people within each unit;
 - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints; and
 - d. Details of any complaints in relation to CEH occupants' behaviour in the Whakarewarewa Village carpark area and responses undertaken by the Consent Holder.
9. The information listed in Condition 8 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.
10. 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. Details of how compliance is achieved in respect of Condition 21 (Streetscape Amenity), including any maintenance undertaken in the preceding 6 months and processes for keeping street berms tidy; and
 - d. An assessment of the effectiveness of the SMP and any recommended amendments to the SMP to improve its effectiveness.

Landscaping, Open Space and Boundary Fencing

11. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
12. 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.
13. All external boundary fencing, including screening of the waste management area, shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping outlined in Condition 11 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.*

Whakarewarewa Village and Te Puia

15. 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.*
16. Information about the location and cultural significance of Whakarewarewa Village and Te Puia as well as expectations about respecting these neighbouring sites must be clearly displayed within the main circulation areas of the subject site. CEH occupants must be informed about these expectations as part of the induction process into CEH.

Expectations about respecting neighbouring sites shall be determined 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

17. 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. "Alpin Motel" can remain on display.*
18. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

21. 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 24.

On-site Management

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

25. The SMP required by Condition 24 must include:
 - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
 - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
 - ii. Avoidance of crowding;
 - iii. Placement of families with children having regard to access to 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 21;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
 - f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
 - g. The set of 'house rules' that will apply to the site;
 - h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
 - i. The process for dealing with complaints by or about any occupants of the site;
26. No later than one month following the commencement of this resource consent, the consent holder shall submit an updated SMP to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate, for certification. The updated SMP must include provision of specific security monitoring measures along the northern and eastern boundaries of the site.

Rotorua Lakes Council Meetings and Community Liaison Group

27. 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 29.

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 six-month period.*
 - 2. *While Condition 27 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
28. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
 - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
 - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
 - iii. To 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 29;
 - 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; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council Meetings under Condition 27.
 - 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).

Notes:

1. *Condition 28 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*
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 28 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

29. Before each CLG meeting required under Condition 28 above, MHUD shall provide to the members of the CLG a report addressing:
- a. Progress over the previous quarter in implementing the consents and the 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 members no less than 10 working days prior to the meeting.

Consent Holder Engagement with Surrounding Residents

30. 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

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.*

APOLLO MOTEL: 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. 31 March 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 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. The Consent Holder shall cease accepting new CEH referrals from the date of grant of consent.
6. No later than 2-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. 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

8. A written (including electronic) record shall be maintained at all times that states:
 - a. The total occupancy numbers across the whole site;
 - b. The number of people within each unit;
 - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints; and
 - d. Details of any complaints in relation to CEH occupants' behaviour in the Whakarewarewa Village carpark area and responses undertaken by the Consent Holder.

Landscaping, Open Space and Boundary Fencing

9. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
10. 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.
11. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
12. The landscaping outlined in Condition 9 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.*

Whakarewarewa Village and Te Puia

13. 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.*
14. 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

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.

Note:

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.*
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 26.

On-site Management

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

21. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
22. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010187. 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.*

23. The SMP required by Condition 22 must include:
 - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
 - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
 - ii. Avoidance of crowding;
 - iii. Placement of families with children having regard to access to 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. The process for dealing with complaints by or about any occupants of the site.

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

24. 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

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 three-month 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 the expiry of the consent; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council meetings under Condition 25.
 - 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).

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.*
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 CLG 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 the 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 members 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.

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.*

ASCOT ON FENTON MOTEL: 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 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. The Consent Holder shall cease accepting new CEH referrals from 15 June 2025.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 43 occupants shall be permitted to reside within the 14 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

8. 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;
9. The information listed in Condition 8 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.
10. 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 15 (Play Areas)
 - d. Details of how compliance is achieved in respect of Condition 20 (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

- 11. The existing landscaping (trees and other vegetation) internally and along all boundaries of the site shall be retained for the duration of the consent.
- 12. 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.
- 13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
- 14. The landscaping outlined in Condition 11 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

- 15. 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

- 16. 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.*

17. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

20. 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 25.

Traffic Management

21. 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

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

25. The SMP required by Condition 24 must include:
 - a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
 - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
 - ii. Avoidance of crowding;
 - iii. Placement of families with children having regard to access to 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 20;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. The process for dealing with complaints by or about any occupants of the site.

Rotorua Lakes Council Meetings and Community Liaison Group

- 26. 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 28.

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 26 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
- 27. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
 - a. The purpose of the CLG is:
 - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
 - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
 - iii. To 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 28;
 - 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).

Notes:

1. *Condition 27 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*
 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 27 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
28. Before each meeting required under Condition 27 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

29. 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

30. 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

31. 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.*

GENEVA MOTEL LODGE: CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010189, the response to the request for further information, dated 3 September 2024 and Site Plan entitled “299 Fenton Street ... Geneva Motor Lodge, 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. 31 July 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 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. The Consent Holder shall cease accepting new CEH referrals from 31 January 2025.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 41 occupants shall be permitted to reside within the 14 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

8. 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;
9. The information listed in Condition 8 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.
10. 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 15 (Play Areas)
 - d. Details of how compliance is achieved in respect of Condition 20 (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

11. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
12. 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.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping outlined in Condition 11 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

15. 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

16. 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. "Geneva Motor Lodge" can remain on display.*
17. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

20. 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 24.

On-site Management

21. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
22. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
23. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010189. 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 20;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. The process for dealing with complaints by or about any occupants of the site.

25. No later than one month following the commencement of this resource consent, the consent holder shall submit an updated SMP to the Manager, Planning & Development Solutions, Rotorua Lakes Council, or their delegate for the certification. The updated SMP must include a review of the policies relating to visitations and alcohol consumption.

Note:

1. *The purpose of the review required under Condition 25 is to reduce the number of incidents occurring on the site.*

Rotorua Lakes Council Meetings and Community Liaison Group

26. 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 28.

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 7-month period.*
 2. *While Condition 26 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
27. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
 - a. The purpose of the CLG is:
 - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
 - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
 - iii. To 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 28;
 - 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 the expiry of the consent; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council Meetings under Condition 26.
 - 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).

Notes:

1. *Condition 27 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*
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 27 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

28. Before each CLG meeting required under Condition 27 above, MHUD shall provide to the members of the CLG a report addressing:

- a. Progress over the previous quarter in implementing the consents and the 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 members no less than 10 working days prior to the meeting.

Consent Holder Engagement with Surrounding Residents

29. 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

30. 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

31. 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.*

LAKE ROTORUA HOTEL: CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010190, the response to the request for further information, dated 3 September 2024 and Site Plan entitled “131 Lake Road ... Lake Rotorua Hotel, 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 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. The Consent Holder shall cease accepting new CEH referrals from 15 June 2025.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 105 occupants shall be permitted to reside within the 38 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

8. 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;
9. The information listed in Condition 8 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.
10. 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 21 (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

11. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
12. 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.
13. The gate across the vehicle crossing on Bennetts Road, located nearest to the intersection between Bennetts Road and Lake Road, shall remain shut at all times, other than for emergency vehicle access purposes.
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 11 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. On-site play areas 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

17. 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 a vacancy. As such, signage advertising the phone number, number of rooms, or the amenities onsite should be removed, but the name of the motel e.g. "Lake Rotorua Hotel" can remain on display.*
18. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

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

Note:

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

On-site Management

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

24. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010190. 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.*

25. The SMP required by Condition 24 must include:

- a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
 - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
 - ii. Avoidance of crowding;
 - iii. Placement of families with children having regard to access to 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 21;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. The process for dealing with complaints by or about any occupants of the site.

Rotorua Lakes Council Meetings and Community Liaison Group

26. 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 28.

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 26 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*

27. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:

- a. The purpose of the CLG is:
 - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
 - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the local community so as to, wherever possible, address any issues that may arise;
 - iii. To 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 28;
 - 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; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council meetings under Condition 26.
- 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).

Notes:

1. *Condition 27 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG. The CLG shall be a single entity common to all CEH consents.*
 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 27 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*
28. Before each CLG meeting required under Condition 27 above, MHUD shall provide to the members of the CLG a report addressing:
- a. Progress over the previous quarter in implementing the consents and the 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 members no less than 10 working days prior to the meeting.

Consent Holder Engagement with Surrounding Residents

29. 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

30. 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

31. 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.*

POHUTU LODGE MOTEL: CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010191, the response to the request for further information, dated 3 September 2024 and Site Plan entitled “3 Meade Street ... Pohutu Lodge Hotel, 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. 30 June 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 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. The Consent Holder shall cease accepting new CEH referrals from the date of grant of consent.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 42 occupants shall be permitted to reside within the 14 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

8. A written (including electronic) record shall be maintained at all times that states:
 - a. The total occupancy numbers across the whole site;
 - b. The number of people within each unit;
 - c. The details of any complaints received and any incidents where security staff intervention has been required, and responses undertaken by the Consent Holder to address these incidents or complaints; and
 - d. Details of any complaints in relation to CEH occupants' behaviour in the Whakarewarewa Village carpark area and responses undertaken by the Consent Holder.
9. The information listed in Condition 8 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.
10. 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 15 (Play Areas)
 - d. Details of how compliance is achieved in respect of Condition 22 (Streetscape Amenity), including any maintenance undertaken in the preceding 12 months and processes for keeping street berms tidy; and
 - 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

11. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
12. 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.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping outlined in Condition 11 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

15. On-site play areas 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.*

Whakarewarewa Village and Te Puia

16. 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.*

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

Expectations about respecting neighbouring sites shall be determined 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

18. 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. "Pohutu Lodge Motel" can remain on display.*

19. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

22. 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

23. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
24. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
25. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010191. 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.*

26. The SMP required by Condition 25 must include:
- a. Details of the systems and procedures for placing people ('triaging') in the contracted emergency housing using the Nga Pou-e-Rima cultural framework including the:
 - i. Confirmation of placements primarily for families with children, young people / rangatahi, people with disabilities and elderly;
 - ii. Avoidance of crowding;

- iii. Placement of families with children having regard to access to 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 22;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. The process for dealing with complaints by or about any occupants of the site.

Rotorua Lakes Council Meetings and Community Liaison Group

27. 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 29.

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 6-month period.*
 2. *While Condition 27 (above) is limited to CEH, this does not prevent a broader discussion about emergency housing generally.*
28. MHUD shall establish and facilitate the continued operation of a Community Liaison Group (CLG) for the duration of this consent in accordance with the following requirements:
- a. The purpose of the CLG is:
 - i. To promote effective engagement on an on-going and regular basis about matters associated with CEH;
 - ii. To promote the flow of information between the MHUD, Te Hau ki te Kāinga and the

- local community so as to, wherever possible, address any issues that may arise;
 - iii. To 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 29;
 - 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; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council meetings under Condition 27.
- 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).

Notes:

1. *Condition 28 governs initial membership for the purposes of convening the first meeting of the CLG. On-going membership requirements will be determined by the CLG including who is best placed to lead the CLG.*
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 28 may be achieved through other means such as a modified Rotorua Housing Taskforce or other Rotorua emergency housing liaison group.*

- 29. Before each CLG meeting required under Condition 28 above, MHUD shall provide to the members of the CLG a report addressing:
 - a. Progress over the previous quarter in implementing the consents and the exit strategy; and

- b. Anticipated action and timings in the forthcoming quarter to implement the consents and the exit strategy.

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

Consent Holder Engagement with Surrounding Residents

30. 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

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.*

ROTOVEGAS MOTEL: CONDITIONS

General

1. The activity shall be in general accordance with the information submitted with the Application for Resource Consent LU24-010192, the response to the request for further information, dated 3 September 2024 and Site Plans entitled “8A, 8B and 10B Toko Street ... RotoVegas Motel, Rotorua Motels – Emergency Accommodation”, sheet 1 of 1, dated 21/02/2023 and “249-251 Fenton Street and 14-16 Toko Street ... RotoVegas Motel, 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 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. The Consent Holder shall cease accepting new CEH referrals from 15 June 2025.
6. No later than 3-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 details of any required works to reinstate the buildings as a motel, and shall notify the Council when CEH activities have ceased.

Scale and Intensity

7. A maximum of 80 occupants shall be permitted to reside within the 27 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

8. 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.
9. The information listed in Condition 8 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.
10. 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 15 (Play Areas)
 - d. Details of how compliance is achieved in respect of Condition 20 (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

11. The existing landscaping (trees and other vegetation) along all boundaries of the site shall be retained for the duration of the consent.
12. 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.
13. All external boundary fencing shall be maintained in the same or similar form to the existing fencing to provide privacy and security for contracted emergency housing occupants and adjoining neighbours.
14. The landscaping outlined in Condition 11 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

15. On-site play areas 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

16. 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. "RotoVegas Motel" can remain on display.
17. The Consent Holder shall, as far as is practicable, remove all online advertising and websites that promote tourist accommodation and other services at the site for the duration of the consent.

Note:

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

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

Streetscape Amenity

20. 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 24.

On-site Management

21. An on-site staffing presence shall be maintained on the site at all times for the duration of the consent. The on-site staff shall be made aware of and understand the resource consent and its conditions and the compliance obligations.
22. No dogs shall be kept on site by CEH occupants other than disability assist dogs under the Dog Control Act 1996.
23. The CEH motel shall operate in accordance with the Site Management Plan submitted with LU24-010192. 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 20;
 - b. Maintenance of landscaping and planting; and
 - c. Programmed maintenance of all buildings.
- f. Effective noise management measures to avoid, remedy or mitigate potential noise nuisance;
- g. The set of 'house rules' that will apply to the site;
- h. Directory provided to neighbours with contact information on who to call if issues arise from the operation of CEH on the subject site;
- i. The process for dealing with complaints by or about any occupants of the site.

Rotorua Lakes Council Meetings and Community Liaison Group

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; and
 - vi. To discuss the implementation of the exit strategy for CEH until expiry of the consent; and
 - vii. Nominate a community representative from the CLG to attend the Rotorua Lakes Council Meetings under Condition 25.
 - 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).

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 CLG 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 the 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 members 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.

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

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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.*