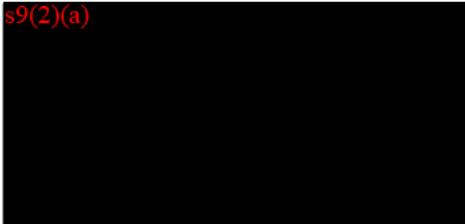


21 April 2023

s9(2)(a)



Thank you for your email of 3 March 2023 to Kāinga Ora - Homes and Communities, requesting the following information under the Official Information Act, 1982 (the Act):

1. *Please share the traffic management plan for the development of these 5 sites with particular reference to Meadowbank Road and Harapaki Road*
2. *Please advise a list of all Kāinga Ora owned properties in the area.*
3. *Please advise if more developments are planned in the next 5 years and the locations and scale of these.*
4. *Please share your rules for occupancy and any behavioural code tenants are expected to comply with.*
5. *Please share statistics relating turnover of tenants in the area.*
6. *Please advise any private property valuation declines as a result of Kainga Ora intensification in Auckland.*

On 5 March and 8 March 2023, you refined *question five* of your request, to include the following:

*I would like to understand the churn of tenants for Meadowbank between February 2019-February. In particular I wanted to know the average tenure of tenants in Kainga Ora homes, so how many come in and on average how long do they stay, and of those how many leave by way of eviction and a lack of suitability for the community vs those that leave because their circumstances have changed. The same info Glen Innes as a comparison.*

Please refer to the below responses from Kāinga Ora, which are in an asked and answered format.

1. ***Please share the traffic management plan for the development of these 5 sites with particular reference to Meadowbank Road and Harapaki Road***

**Manapau Street, Meadowbank** - A Traffic Management Plan is not available for Manapau Street, as the project is still in concept design stage. Therefore, information to this part of your request is refused under section 18(e) of the Act, *that the document alleged to contain the information requested does not exist or, despite reasonable efforts to locate it, cannot be found.*

**Puroto Rd, Meadowbank** - A Traffic Management Plan is not available for Puroto Road, Meadowbank as the civils contract is not yet confirmed. Therefore, information to this part of your request is refused under section 18(e) of the Act.

**Tahapa Crescent and Harapaki St, Meadowbank** - The Traffic management reports for these developments are currently in draft form and are part of the traffic consultant's intellectual property, until a Resource Consent lodgement has occurred. Once we have submitted our applications to Auckland Council, these will be in the public domain and the

public can access all information relating to these sites. Therefore, the information to this part of your request is refused under section 18(d) of the Act, *as the information requested is or will soon be publicly available.*

**Koa St/Mara St** –As this development is currently on hold, there is no traffic management plan as of yet. Therefore, information to this part of your request is refused under section 18(e) of the Act.

**2. Please advise a list of all Kāinga Ora owned properties in the area.**

Kāinga Ora owns 108 properties in Meadowbank as at 28 February 2023. Please note that Kāinga Ora does not own properties in Glen Innes. To protect the privacy of our customers, we are withholding addresses of these properties under section 9(2)(a) of the Act, *to protect the privacy of natural persons.*

**3. Please advise if more developments are planned in the next 5 years and the locations and scale of these**

Other than the developments listed on our Kāinga Ora website, we do not have specific details of future projects planned for Meadowbank area. Kāinga Ora is always looking at development opportunities so there could be future projects added. We will engage with the community if agreements are reached for further developments in the Meadowbank area. Therefore, this part of your request is refused under section 18(e) of the Act.

**4. Please share your rules for occupancy and any behavioural code tenants are expected to comply with.**

Tenancy rules for Kāinga Ora tenants/occupants are the same as they would be for any tenant in New Zealand. Upon sign up, customers must agree and sign a Tenancy Agreement which sets out the respective rights and responsibilities of each party.

A copy of our Kāinga Ora Residential Tenancy Agreement is enclosed with this response as *attachment 1*. Further information on Tenancy Agreements can be found on our website here: [kaingaora.govt.nz/tenants-and-communities/our-tenants/tenancy-agreement/](https://kaingaora.govt.nz/tenants-and-communities/our-tenants/tenancy-agreement/)

**5. Please share statistics relating turnover of tenants in the area.**

*Clarified request:*

***I would like to understand the churn of tenants for Meadowbank between February 2019- February 2023. In particular I wanted to know the average tenure of tenants in Kainga Ora homes, so how many come in and on average how long do they stay, and of those how many leave by way of eviction and a lack of suitability for the community vs those that leave because their circumstances have changed. The same info Glen Innes as a comparison.***

*Average duration of tenancies*

In Meadowbank, the average duration of tenancies which ended between February 2019 and February 2023 was approximately ten years and one month.

*Tenancies Started*

There were 27 tenancies in the Meadowbank area that started between 1 March 2019 and 28 February 2023:

The following table illustrates the average length of tenancies for all current tenancies, as well as tenancies that ended (Former) between 1 March 2019 and 28 February 2023 for State Housing only:

| <b>Tenancy Status Code</b> | <b>Tenancy Count</b> | <b>Avg Tenancy Days</b> |
|----------------------------|----------------------|-------------------------|
| <b>Meadowbank Area</b>     | <b>27</b>            | <b>831.00</b>           |
| Current                    | 22                   | 891.50                  |
| Former                     | 5                    | 564.80                  |

### *Evictions*

Eviction is a very specific process involving the Tenancy Tribunal and, if required, the District Court, which only happens if a person refuses to leave the property after a tenancy has ended. There have been no evictions for Meadowbank area.

### **6. Please advise any private property valuation declines as a result of Kainga Ora intensification in Auckland.**

There are many factors that influence house prices, such as interest rates, building standards, market trends and wider economic conditions. We do not hold the information that you seek as Kāinga Ora does not engage in market comparisons for property value changes of this nature. Therefore this part of your request is refused under section 18(e) of the Act.

Kāinga Ora proactively releases its responses to official information request where possible, and our response to your request may be published at [www.kaingaora.govt.nz/publications/official-information-requests/](http://www.kaingaora.govt.nz/publications/official-information-requests/) with your personal information removed.

Nāku noa, nā



John Tubberty  
**Regional Director, Central and East**

# Residential Tenancy Agreement

This Tenancy Agreement outlines your rights and responsibilities as a tenant of Kāinga Ora – Homes and Communities and our rights and responsibilities as your landlord.

The landlord is referred to as 'we' or 'us' and the tenant is referred to as 'you' in this document. The Ministry of Social Development (MSD) is currently the agency responsible for eligibility and Income Related Rent.

## A Your tenancy

Your tenancy is for: [Insert the address of the rental premises]

Your tenancy starts on  / /

### YOUR DETAILS

Your customer reference number: \_\_\_\_\_

Your full name/s: \_\_\_\_\_

Your contact numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Your email address: \_\_\_\_\_

Your address for service: \_\_\_\_\_

(Your email address can be your address for service. An address for service is explained further in the FAQs section).

You are over 18 years of age on the date of signing this agreement  YES  NO

### OUR DETAILS

Landlord's name: Kāinga Ora – Homes and Communities (Kāinga Ora)

Landlord's address for service: 7 Waterloo Quay, Wellington, 6011

Landlord's contact address: [Insert the local area PO Box address]

Customer Support Centre number: 0800 801 601

Landlord's email address: enquiries1@kaingaora.govt.nz

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

### PAYING YOUR RENT

How much rent you have to pay (your Income Related Rent)

1. MSD calculated a rent amount based on your income. This is called 'Income Related Rent' (IRR), and is the amount of rent you need to pay us.
2. MSD will check that you are paying the correct amount every year.
3. If there are changes to your household, your income, or your partner's income (if you have one) let MSD know on 0800 673 468, as it may change how much rent you need to pay.
4. The market rent for the premises is \$ \_\_\_\_\_ per week.
5. Your regular rent payment is \$ \_\_\_\_\_ per week. Your first rent payment of \$ \_\_\_\_\_ will be charged on \_\_\_\_/\_\_\_\_.
6. Your rent will be charged every [day of the week], after that date. Each rent payment covers your rent until the following [day of the week] — this is called 'rent in advance'.

How to pay: You can make your rent payments to:

Account name: Kāinga Ora

Account number: 02-0191-0118668-000

Use your payment reference as the reference: (@payment ref number)

### DO YOU NEED TO PAY A BOND?

7. No bond is required.

### YOUR RIGHTS & RESPONSIBILITIES

8. You have the right to enjoy the peace, comfort, and privacy of the premises without being unreasonably disturbed by Kāinga Ora staff or any other Kāinga Ora tenants.
9. As a Kāinga Ora tenant, you need to:
  - pay your rent on time
  - look after your new home and grounds by keeping them tidy
  - let us know as soon as possible when maintenance is needed
  - take responsibility for the behaviour of other people who live in or visit your home. You may be liable for any damage they cause
  - Respect your neighbours peace, comfort and privacy

### YOUR SAFETY

10. We want to keep you fire safe in your home. To maintain fire safety in your home, you need to:
  - let us know as soon as possible if any smoke alarms at the premises are not working. Please do not tamper with smoke alarms or remove batteries
  - maintain a way to escape from a fire, making sure:
    - the escape routes are kept clear (do not store items in stairwells and passage ways)
    - fire exit doors are free of obstacles
    - Smoke-control and fire-stop doors, if you have them, are kept closed.

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

11. All the locks on the doors in your home are compliant with fire safety procedures. You cannot alter or remove any existing locks in your home, or add any new locks in your home, without our permission. If you wish to have the locks changed, please ask us first for permission. **IF PROPERTY ELEMENT FIRECOMP = EVAC\_SCHEME THEN** The 'Fire Safety In Your Building' Appendix will be attached to this Tenancy Agreement and will form part of the terms of this Agreement. **END IF**

### ABOUT YOUR PROPERTY

12. No more than (Max people) are allowed to live at the home. If other people are going to move into your home for longer than three months, you need to let us know before they move in.
13. Do not rent out, give away, or sell the premises or any part of it. You cannot give, transfer or assign your tenancy to another person. If you do not need the premises any more, then let us know.
14. You must live at the home at all times. The home must only be used by you and your family who were part of your application.
15. If you are going to be away from the home for more than 30 days (for example, if you are on holiday or sick), you need to let us know.
16. No one can sleep or live in a garage, shed or caravan on the grounds of your new home.
17. Please let us know if you would like to make or request change to the premises. You must not make any alterations to the premises without our permission.
18. If your house or flat shares grounds with other properties, other people may access their properties through those grounds.
19. You must let us know if you want to keep a pet, including a dog. We will allow you to keep pet(s) on the premises as long as the pet(s) meet the guidelines explained in Appendix 'Can I Keep A Pet'. This forms part of the terms of this Agreement.
20. You do not need to pay for metered water. If this changes in the future, we will provide you with 30 days' notice.
21. You and Kāinga Ora must comply with all local council by laws and body corporate rules that apply to the premises you are renting. If this applies to you, they will be attached and form part of the terms of this Agreement.
22. We do not keep a key for your home. If you lose the keys to your home or want the locks changed, please contact us.

### HEALTHY HOMES STANDARDS

23. Kāinga Ora will meet the requirements of the Healthy Homes standards as required by section 45(1)(bb) of the Residential Tenancies Act 1986.
24. From 1 December 2020 landlords must provide detailed statements in tenancy agreements about the kinds of heating, insulation, ventilation, draught stopping, moisture ingress protection and drainage at the premises, if the information exists and is available". We cannot provide the information required in relation to Regulations 34 – 38 as the information does not exist or otherwise cannot be provided at this time. This information is not required until 1 July 2023

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

25. From 1 July 2023, Kāinga Ora will meet new Healthy Homes standards for heating, insulation, ventilation, draft stopping, moisture entering and drainage.

### INSULATION INSTALLED AT THE PREMISES

26. Kāinga Ora confirms the following insulation is present at the property as at the date of this tenancy agreement:

| Location of insulation | Type | Condition  |
|------------------------|------|--|
| Ceiling                |      | Meets standard required by the Regulations<br>/Does not meet standard required by the Regulations  |
| Floor                  |      | Meets standard required by the Regulations<br>/Does not meet standard required by the Regulations  |
| Wall Yes/No            |      | Meets standard required by the Regulations<br>/Does not meet standard required by the Regulations/ Unable to verify as invasive testing required |

27. Kāinga Ora has made all reasonable efforts to obtain information on the location, type, and condition of the insulation installed at the property as at the date of this agreement.

28. Kāinga Ora is not required to ensure all its premises have wall insulation. Properties where it is impractical to retrofit insulation due to limitations in the property's physical design are exempt from the insulation requirements contained in the Regulations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(on behalf of Kāinga Ora)

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

### PROPERTY INSURANCE DETAILS

#### IF KĀINGA ORA OWNS PROPERTY AND NOT INSURED THEN

29. Under the Residential Tenancies Act, we must tell you if the premises you are renting is insured.
30. Kāinga Ora does not hold property insurance for your home. However, we do have disaster insurance to cover damage from natural events such as storms, floods, earthquakes and we cover damage from fire ourselves. You do not have to pay for damage caused from these circumstances.
31. The current market rent for the premises you are renting is \$\_\_\_\_\_ per week. That means your liability for damage for careless acts or omissions will be a maximum of 4 weeks' market rent.
32. If you, other household members or visitors, cause damage to the premises intentionally or by an act that is an imprisonable offence, your liability will not be capped, and you may have to pay the full cost of any damage caused.

#### IF KĀINGA ORA OWNS PROPERTY AND INSURED THEN

- 29 Under the Residential Tenancies Act, we must tell you if the premises you are renting is insured.
- 30 Kāinga Ora confirm that the premises you are renting is insured. The insurance on your premises has an excess of \$@(excess amount). A copy of the insurance policy is available on request.
- 31 The current market rent for the premises you are renting is \$\_\_\_\_\_ per week. That means your liability for damage for careless acts or omissions will be a maximum of 4 weeks' market rent.
- 32 If you, other household members or visitors cause damage to the premises intentionally or by an act that is an imprisonable offence, your liability will not be capped, and you may have to pay the full cost of any damage caused.

#### IF PROPERTY IS INSURED BY BODY CORPORATE THEN

- 29 Under the Residential Tenancies Act, we must tell you if the premises you are renting is insured.
- 30 We confirm that we do not hold insurance for the premises you are renting, but the premises is insured by the Body Corporate. The details of the insurance policy/policies are:
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

- A copy of the Body Corporate's insurance policy is available on request.

- 31 The current market rent for the premises you are renting is \$\_\_\_\_\_ per week. That means your liability for damage for careless acts or omissions will be a maximum of 4 weeks' market rent.
- 32 If you, other household members or visitors, cause damage to the premises intentionally or by an act that is an imprisonable offence, your liability will not be capped, and you may have to pay the full cost of any damage caused.

### IF HLP PROPERTY AND EXEMPT THEN

- 29 Under the Residential Tenancies Act, we must tell certain tenants if the premises they are renting is insured.
- 30 The home you rent is privately owned and we lease it from a private owner. As we leased the property prior to 28 August 2019, we are not required to give you details of the insurance cover.
- 31 The current market rent for the premises you are renting is \$\_\_\_\_\_ per week. That means your liability for damage for careless acts or omissions will be a maximum of 4 weeks' market rent.
- 32 If you, other household members or visitors, cause damage to the premises intentionally or by an act that is an imprisonable offence, your liability will not be capped, and you may have to pay the full cost of any damage caused.

### IF HLP AND NON-EXEMPT THEN

- 29 Under the Residential Tenancies Act, we must tell you if the premises you are renting is insured.
- 30 We confirm that we do not hold insurance for the premises you are renting, but the premises is insured by the private owner and/or the Body Corporate. The details of the insurance policy/policies are:
- The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) or @(excess details)
    - \$@(excess amount) for @(excess details)
  - The excess on policy @identifier is:
    - \$@(excess amount) for @(excess details)
    - \$@(excess amount) for @(excess details)
  - A copy of the owner's insurance policy/policies is available on request.
- 31 The current market rent for the premises you are renting is \$\_\_\_\_\_ per week. That means your liability for damage for careless acts or omissions will be a maximum of 4 weeks' market rent.

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

32. If you, other household members or visitors, cause damage to the premises intentionally or by an act that is an imprisonable offence, your liability will not be capped, and you may have to pay the full cost of any damage caused. **ENDIF**

### POSSESSIONS (CHATELS) AT THE PREMISES THAT BELONG TO KĀINGA ORA

33. Below is a list of possessions called 'chattels', that we provide at your home. They must be left at the premises when your tenancy ends.

| Location/room | Description of chattels |
|---------------|-------------------------|
|               |                         |
|               |                         |
|               |                         |
|               |                         |

### ENDING YOUR TENANCY

34. If you wish to end your tenancy in the future, you must give us 28 days' notice in writing.

35. If we wish to end your tenancy in the future, we must give you 90 days' notice in writing. Other reasons why we might end your tenancy are explained further in the FAQs section.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(on behalf of Kāinga Ora)

\_\_\_\_\_  
(print name)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(tenant(s))

\_\_\_\_\_  
(print name)

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

### **B** Privacy Statement

Kāinga Ora collects personal information for the purpose of carrying out its statutory functions and powers under the Public and Community Housing Management Act 1992, the Residential Tenancies Act 1986 and the Kāinga Ora – Homes and Communities Act 2019.

This statement tells you why we collect personal information about you and your household, and what we do with it.

#### How does Kāinga Ora collect personal information about me and my household?

- We collect personal information directly from you or your representative and members of your household. This includes while discussing a possible tenancy when you sign a tenancy agreement with us, and when we arrange for any tenancy-related services for you or your household.
- We collect personal information from the social housing agency under the Public and Community Housing Act 1992. The Ministry of Social Development (MSD) has been appointed as that agency.
- MSD gives us personal information about you and your household that is used by us to perform our role as a social housing provider. This includes information about your level of housing need, the type and location of houses that may be suitable for you and your household, information relevant to tenancy sustainability, and the Income Related Rent (IRR) calculated for you and your household.
- In some circumstances we may collect personal information about you and your household from another Family Violence Agency in accordance with the Family Violence Act 2018 and from a Child Welfare and Protection Agency in accordance with the Oranga Tamariki Act 1989.
- We also collect personal information from other central and local government agencies, entities and individuals, as permitted by law, while administering your tenancy.

#### Why does Kāinga Ora collect personal information about me and my household?

We collect personal information about you and your household so that we can:

- set up and administer your tenancy
- arrange for the connection and administration of key services at your property via contractors
- undertake maintenance at your property via our contractors
- charge you the correct amount of rent
- review the assistance we offer you (which may include ending your tenancy, or offering you a different house)
- support the well-being and best interests of a child or young person in the home, and to help protect individuals from family violence
- keep you informed about other Kāinga Ora services, information and opportunities
- learn more about our customers through statistics and research, including the Social Housing Outcomes Worth Study, and improve the services we offer, and
- carry out any of our other functions and powers in relation to your tenancy.

#### Do I have to answer all the questions you ask me?

No, but if you don't provide all the personal information we require, Kāinga Ora may not be able to help you with your housing needs, or provide the services set out above to you.

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Residential Tenancy Agreement continued

### Will Kāinga Ora give my personal information to anyone else?

Kāinga Ora gives personal information about you to MSD so they can perform their role as the social housing agency. This information may include:

- The address of your tenancy, start and end dates, and the rent you're charged (including any changes to that rent)
- Other details we may hold about you, your tenancy, and anyone else at the tenancy.

If it is permitted by law, Kāinga Ora may also disclose information about you to MSD or other persons or agencies, including other Family Violence Agencies and Child Welfare Protection Agencies.

### Can I see my personal information?

You can ask to see all personal information we hold about you, and to ask us to correct anything that is wrong.

### We may make changes to this Privacy Statement

We may make changes to this Privacy Statement, in which case we will place an updated version of the Statement on our website. You are encouraged to check our website regularly.

### Acknowledgement and Authorisation

I/We have read this Privacy Statement, or the Privacy Statement has been explained to me/us, and I/we understand it. I/We understand that by signing this form /we authorise for personal information about me/us to be collected, used and disclosed in accordance with the Privacy Statement.

Name \_\_\_\_\_

Signed \_\_\_\_\_ Date: \_\_\_\_\_

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

### **C** Appendices

IF PROPERTY ELEMENT FIRECOMP = EVAC\_SCHEME  
THEN

#### APPENDIX: FIRE SAFETY IN YOUR BUILDING

You live in a property with an evacuation plan. You should have the following fire safety equipment in your home:

- A Fire action notice
  - It is located behind the front and/or back door of your home – and will tell you what to do if there is a fire.
  - Make sure everyone your home understands this information so you can stay safe.
- Smoke alarms
  - Are located in bedrooms, living areas and the hallway – these will warn you if there is a possible fire.
  - You should test your smoke alarms each month using the test button
  - You should dust or vacuum your smoke alarms every 6 months

Some homes may also include one or both of the following:

- A manual call point alarm
  - If you have one, it's a red box on the wall near your front door. If you activate this alarm, it will set off all the fire alarms within the building to warn of a fire.
  - Once activated the alarm will also automatically alert Fire and Emergency New Zealand.
  - Only use this alarm in a real fire emergency. If a manual call point is not used for a genuine emergency, an investigation may take place to recover costs.
- A fire safety tag
  - If provided, this will be located next to your manual call point alarm.
  - If the alarm sounds continuously, take this tag with you and put it on the hook at the evacuation board, located at the main entry.

- The tag lets Fire and Emergency New Zealand know that everyone has left your home.

Some general fire safety advice:

- If your building has smoke-control and fire-stop doors, they must be kept closed unless they are held open by an approved magnetic device. An approved magnetic device means that these doors will close automatically when the building's main fire alarm system is activated.
- To make sure everyone knows what to do in a fire, your building has trial evacuations every six months. When you hear the main fire alarm sounding continuously, you and everyone in your home must leave the building immediately and follow the evacuation procedure.
- Make sure everyone in your home (including guests and visitors) knows about the evacuation procedure and follows it.

What to do if you discover a fire:

- Activate the manual call point near your front door. If your home does not have this alarm, warn everyone in your home and your neighbours by shouting "Fire! Fire! Fire!"
- Leave the building immediately by your nearest exit.
- Phone 111 from a safe place and ask for Fire and Emergency New Zealand. **END IF**

#### APPENDIX: CAN I KEEP A PET?

If you want to have a pet, including a dog, you need to let us know. We may allow you to keep pet(s) at your home as long as:

- Kāinga Ora thinks your home is suitable for keeping a pet and
- the pet is not a health or safety risk to staff, contractors or others and
- the pet is not likely to, or does not, attack any person or other pet and
- the pet is not likely to, or does not, cause a nuisance to your neighbours and

## Residential Tenancy Agreement continued

- the pet is not likely to, or does not, damage the home and
- you secure the pet when Kāinga Ora staff or contractors visit your home and
- you meet:
  - the Kāinga Ora policy for pets, updated from time to time and available on the Kāinga Ora website and
  - all your legal responsibilities of pet ownership including any applicable local council bylaws, body corporate rules and other relevant legislation and

If the pet is a dog, as long as:

- the dog is not a specified dangerous or menacing dog under the Dog Control Act 1996 and
- you or the dog owner are not a prohibited or disqualified pet owner under the Dog Control Act 1996 or the Animal Welfare Act 1999

Released under the  
Official Information Act 1982

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

# Frequently Asked Questions

## OUR RIGHTS OF ENTRY & RESPONSIBILITIES

We must:

- make sure your new home meets all building and health and safety standards
- make sure your home is in a reasonable state of cleanliness at the start of the tenancy
- make sure your home is kept in a reasonable state of repair throughout your tenancy
- take reasonable steps to make sure that other tenants do not disturb your reasonable peace, comfort, and privacy while you are living in your home.

If we do not meet our responsibilities you can apply to the Tenancy Tribunal.

## WHAT IS AN ADDRESS FOR SERVICE?

- An address for service is an address where we can send you mail about your tenancy at any time, even if you are not renting the premises from us anymore. You need to let us know a physical street address (not a post office box) where you can receive official notices from us, or where someone else can accept official notices for you.
- Your email address can be your address for service. If you wish, you can also specify a post office box or a facsimile number as an additional address.
- Important: if we have delivered an official written notice to your address for service, legally this is considered evidence that you have received the notice. It is your responsibility to update your contact details and address for service if they change (for example, if you change your email address).

## CAN KĀINGA ORA ENTER MY HOME?

Kāinga Ora staff will only enter the home:

- if you say it is ok at the time
- in an emergency
- between 8am and 7pm, after 24 hours' notice, for repairs and maintenance

- between 8am and 7pm, after 24 hours' notice, for inspecting, repairing and maintaining smoke alarms or insulation at the property
- between 8am and 7pm, after 48 hours' notice, for an inspection of the home
- between 8am and 7pm, to test for specified contaminants, or taking samples to test, after giving 48 hours' notice of the intended entry, the reason for it, and the contaminants to be tested for, as allowed by the Residential Tenancies Act
- if the home needs to be decontaminated, between 8am and 7pm, so that there can be a decontamination process after giving 24 hours' notice of the intended entry and the reason for it
- as we are otherwise allowed to by the Residential Tenancies Act.

## CAN KĀINGA ORA END MY TENANCY?

We will do everything we can to work with you to help sustain your tenancy. However, we may apply to the Tenancy Tribunal to end your tenancy if:

- you owe more than 21 days' rent
- you have caused, or threatened to cause, substantial damage to your home, grounds or garden
- you have assaulted or threatened, or you have permitted someone else to assault or threaten, a Kāinga Ora staff member, contractor, agent or a neighbour
- you have been given at least 14 days' notice to do something under this agreement or under the Residential Tenancies Act 1986 and you have not done it
- you have broken one or more terms of this Tenancy Agreement or the Residential Tenancies Act 1986, and the situation cannot be remedied.

## WHAT IS INCOME RELATED RENT?

Income Related Rent (IRR) is the rent you need to pay. It's calculated based on your income. We will make changes to your Income Related Rent when advised by MSD.

TENANT AND KĀINGA ORA TO INITIAL \_\_\_\_\_

## Frequently Asked Questions continued

### WILL MY RENT CHANGE?

Each year you will need to complete an annual IRR review with MSD as they are responsible for calculating the rent you pay. This means they can check you are paying the correct amount of rent each year.

If there are changes to your household, your income, or your partner's income (if you have one) or assets you need to let MSD know as it may change how much rent you need to pay.

### HOW MUCH NOTICE DO YOU GIVE ME IF MY RENT IS CHANGING?

We'll give you a minimum of two weeks notice of any increase to the rent you need to pay, if that increase is due to a change in your circumstances. Otherwise, we will give you a minimum of 60 days' notice of an increase to your rent for any other reason.

### HOW DO I CONTACT MSD OR WORK & INCOME?

You can contact MSD on: 0800 673 468

You can contact Work & Income on: 0800 559 009

### WHAT ARE THE DIFFERENT WAYS I CAN PAY MY RENT?

You can pay your rent by:

- arranging for a redirection of your Work and Income benefit or superannuation payments
- setting up an automatic payment with your bank
- asking your employer to deduct your rent from your wages
- internet or mobile banking
- asking Accident Compensation Corporation (ACC) to deduct your rent from your ACC payments.

### WHAT IF KĀINGA ORA WANT TO DO SOME WORK ON THE PROPERTY?

As the landlord, we have the right to redevelop the land or improve the premises in the future. We will give you the appropriate amount of notice if we plan any redevelopments or improvements and support you to find another home with us.

### WHAT LAWS COVER MY TENANCY?

Your tenancy with us is covered by:

- this Tenancy Agreement
- the Residential Tenancies Act 1986 and Residential Tenancies Regulations 2016
- the Housing Restructuring and Tenancy Matters Act 1992. This Act covers IRR tenancy reviews and the allocation of Kāinga Ora housing.

### GENERAL FIRE SAFETY INFORMATION:

- Any flammable liquid/material must be stored in a non-combustible container with a close-fitting lid and stored far away from escape routes
- Take reasonable precautions to prevent fires from equipment or appliances that use electricity, gas, or flammable liquids (e.g. BBQ's, heaters, kerosene lamps)
- You and your household should have an escape plan to make sure everyone gets out safely, including anyone who may need assistance.

### WHAT DO YOU DO IF YOU DISCOVER A FIRE?

- Leave your home immediately by the nearest exit.
- Phone 111 from a safe place and ask for Fire and Emergency New Zealand.

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