

05 June 2024

s 9(2)(a)
s 9(2)(a)

Tēnā koe s 9(2)(a)

Thank you for your request to Kāinga Ora – Homes and Communities, dated 22 April 2024, under the Official Information Act 1982 (the Act).

Kāinga Ora is committed to keeping communities up-to-date, and ensuring new homes work well for the people and whānau who will live there, as well as the wider community.

I have responded to each part of your request as follows:

- 1. You stated you wanted to “work together with the community” but our community does not feel like this has been an ethical or fair process. We would like to determine the original date of negotiation with the contractor, please provide the initial correspondence regarding the housing development in Port Street East - Feilding, between the property development company Hills Construction or their representatives and Kāinga Ora/Housing NZ.*

Please find attached two emails, one is the initial contact with the developer dated 8 August 2022, and the other is the first email relating to the Port Street East site, dated 29 September 2022. The second email has two attachments, a scheme plan and an elevation plan.

Some information from the emails has been withheld under section 9(2)(a) of the Act to protect the privacy of natural persons. We considered the public interest in this information and decided that the need to withhold the information outweighed the public interest.

- 2. Please provide me with the initial correspondence regarding the housing development in Port Street East – Feilding between the Manawatu District Council and Kāinga Ora/Housing NZ.*

On 31 January 2024, the Regional Director provided the Mayor, Helen Worboys a verbal overview of the Port Street East development. On 16 February 2024, the Manager Community Engagement and Partnerships and the Regional Director met with the Mayor and discussed the plans for the development and our engagement approach.

- 3. Please advise the date and send a copy of the first notice and subsequent notices to home owners and neighbours in Port Street East regarding the proposed building in their area, also the route and area which was covered each time.*

Please find attached two notices sent to neighbouring properties. These are titled:

- Housing opportunities near where you live, dated 1 February 2024
- New homes coming to Feilding, dated March 2024

A map of the intended notice delivery area for the March letter is also provided in the attachment.

4. *Please provide the research or relevant information which was used by Kāinga Ora to determine why Kainga Ora housing would be built in an area amongst private home owners with high value homes and if this is even appropriate. A copy of the Housing New Zealand Ltd or Kainga Ora policy regarding this would be appreciated. Some residents in the residential home that backs onto Port Street East have expressed concerns about their safety and access by tenants who may take shortcuts through their properties. Was this taken into account when you chose to place Kainga Ora housing just opposite their residence? Please explain your rationale?*

Kāinga Ora does not have a specific policy in relation to locating its homes in areas with privately owned high value homes. I am therefore refusing this part of your request under section 18(e) as the document alleged to contain the information does not exist.

Where we develop homes is determined by the need for housing, and the opportunity to provide more homes in areas that are close to schools, public transport links, shops and other services whānau need access to. We want Kāinga Ora homes, and the communities they are in, to be pleasant and enjoyable places to live. Our build programme is aligned to Ministry of Housing and Urban Development's 2021 - 2024 Public Housing Plan:

<https://www.hud.govt.nz/assets/Uploads/Documents/Public-Housing-Plan-2021-2024-web.pdf>

I note that there is no robust evidence that Kāinga Ora activities negatively impact house prices in the surrounding areas.

Kāinga Ora will meet all legal fencing requirements in relation to boundary fences with the immediate neighbouring properties.

5. *Please also provide evidence with examples of where else a building programme similar to this project has been carried out in other areas throughout New Zealand. What were the outcomes for both Kainga Ora clients and Private Home owners. Did Kainga Ora get direct feedback from private home owners, please provide evidence.*

Our website has details of building programmes Kāinga Ora is undertaking throughout the country. You can find out more at: <https://kaingaora.govt.nz/en/NZ/urban-development-and-public-housing/>

Feedback from our customers and from private homeowners is not collected in a formal way. I am therefore refusing this part of your request under section 18(e) as the document alleged to contain information does not exist.

6. *A point that was raised was about the market value and property value of our current homes. Please provide an explanation from Kainga Ora as to why they seem unperturbed about the possible drop in the values of our homes in the Port Street East and surrounding areas. Is there research or evidence to show the policy or discussions around this topic. Please comment on the speculation that our houses are likely to devalue by 15% because of the Kainga Ora homes.*

I refer you to our answer to question 4.

7. *You spoke about the "perception about Kainga Ora housing". An article was published recently in the New Zealand Herald about a brawl that took place in Gisborne which resulted in the death of 2 people. The article ended stated "The brawl took place in an area with a large number of Kainga Ora properties". Our perception about the likely clients who will live in Kainga Ora housing also makes us feel unsafe and insecure. NZ Herald said "the state provider has been approached for comment" but none was offered, we would be very*

interested to hear a comment from Kainga Ora regarding your perception of clients likely to inhabit Kainga Ora housing.

As a social housing landlord, we care about both the wellbeing of our nearly 185,000 customers and the quality of the homes they live in. Of this number, around 40 percent are tamariki and rangatahi. We work hard to provide customers with warm, dry and safe homes where they can live well, with dignity and stability, in connected communities. Like all landlords, we manage our tenancies in keeping with the Residential Tenancies Act.

We want Kāinga Ora homes and the communities they are in, to be pleasant and enjoyable places to live – and the vast majority are. However, when disruptive behaviour occurs, we take it seriously and aim to respond quickly and effectively.

8. If we visited any Kainga Ora housing in any town or city or neighbourhood, we are likely to see unkept properties, where there is little or no interest in the gardens or grounds. This would be in great contrast to our properties. Please provide information and Kainga Ora policy on what expectations Kainga Ora places on your tenants to try to keep their properties clean, tidy and presentable to a high standard they are surrounded by.

Like all landlords, we manage our tenancies in keeping with the Residential Tenancies Act. Our tenants sign the tenancy agreement that sets out their responsibilities which includes looking after their home and grounds by keeping them tidy, respecting neighbour's peace, comfort and privacy, and letting us know as soon as possible when maintenance is needed.

Information about the tenancy agreement and tenants' responsibilities is published on our website at: <https://kaingaora.govt.nz/en/NZ/tenants-and-communities/our-tenants/tenancy-agreement/>

Regular maintenance work and inspections are undertaken to keep the homes warm, dry, healthy and safe.

9. You made a statement that the proposed new housing is going to be "family homes and that you don't want to disrupt community". Please provide Kainga Ora guidelines on how you plan to achieve this, what role your Community Development function has and how successful this ideology been in the past. You stated "based on experience, the dynamic community works well". Please provide evidence or evaluation reports from Kainga Ora/Housing NZ Ltd.

Section 14 of the Kāinga Ora – Homes and Communities Act 2019 sets out our operating principles. This includes requirements for well-functioning urban environments. The legislation is available online at: <https://www.legislation.govt.nz/act/public/2019/0050/latest/LMS196215.html>

Please find attached the Community Development Policy (POL-388) which sets out how Kāinga Ora supports sustainable, inclusive and thriving communities. I note that this is a new policy that is currently being implemented, and the associated guidance documents are still being prepared. You can also find out more about how we build communities on our website at: <https://kaingaora.govt.nz/en/NZ/urban-development-and-public-housing/public-housing/keeping-the-community-informed/>

Regarding the success of our work, we don't hold formal evaluation reports, but can provide the following examples of evidence that shows communities working well:

- <https://kaingaora.govt.nz/en/NZ/news/photography-project-at-social-housing-complex-brings-neighbours-together/>
- <https://kaingaora.govt.nz/en/NZ/news/growing-kai-and-communities/>

- https://kaingaora.govt.nz/en_NZ/news/exciting-new-chapter-for-wellington-rolleston-street-development-completed/
- https://kaingaora.govt.nz/en_NZ/news/our-lives-have-changed-hastings-customers-thrive-with-community-and-connection/

10. *From our conversation, I noted that Kainga Ora do not have a screening process in place, despite the fact that most private Landlords and Property Managers have strict processes in place to determine if the prospective tenant is likely to be reliable for rent payments, tidy and respectful of the proposed property to rent. The documents used can be obtained from various websites including www.tenancy.govt.nz. Under the Official Information Act, please provide me with the templates used by Kainga Ora and WINZ which are used to check on all prospective tenants and what criteria is used.*

Management, prioritisation and allocation of social housing is shared between the Ministry of Social Development (MSD) and Kāinga Ora. MSD carries out a needs assessment to identify an applicant's housing need, level of priority and housing requirements. The applicant is placed on the Housing Register according to their priority.

Kāinga Ora is responsible for matching applicants from the Social Housing Register, and customers from the Business Initiated Transfer Register to a suitable Kāinga Ora home according to placement priority. When a Kāinga Ora home becomes available, MSD provides Kāinga Ora with the details of individuals and whānau from the Housing Register whose housing and location needs match the property. Kāinga Ora then assesses this information, alongside any additional information gathered through conversations with applicants, to select the individual or whānau that is best suited to the home and community.

The process for placing a customer into a home typically includes a detailed pre-housing conversation to ascertain their needs, reviewing available properties, liaising with support services and other agencies if required, and having prospective customers view the property.

I attach our Pre-Housing Conversation Summary.

11. *From our conversation, I noted that Kainga Ora do not do regular checks on their properties, despite the fact that most private Landlords and Property Managers have strict processes in place to do regular checks on their properties, at least 3 monthly, to ensure there is no damage and the property is kept in good condition. Please provide me with the policies and the templates used by Kainga Ora, WINZ or Housing NZ Ltd to ensure the tenants are maintaining their property to a high or reasonable standard. How often are the checks done, by whom are they done, what notification process or consequence is in place if the property is not maintained to a high standard. Please provide evidence.*

As noted in our response to question 9 above, like all landlords, we manage our tenancies in keeping with the Residential Tenancies Act. Therefore, our tenants sign a tenancy agreement that sets out their responsibilities which includes letting us know as soon as possible when maintenance is needed.

As part of our tenancy management guidance, tenancies must be visited *at least* twice a year, once by an external contractor for a health and safety inspection and at least once by us to complete an annual visit.

If a tenant is not meeting their tenant obligations and keeping the premises relatively clean and tidy, we will take appropriate action to remedy the issue. I have attached a copy of the template for a formal notification to remedy an issue, "Not meeting tenant obligations – section 56 (05-120)".

12. Which department or organisation is responsible for the selection of the proposed tenants (eg Kainga Ora or WINZ) and what policies, process or criteria do they follow? Is a check done with the Tenancy Tribunal to research about the prospective tenant? If not why not?

I refer you to our answer to question 10. Additionally, as it is not the role of Kāinga Ora to determine eligibility or priority for housing need, Kāinga Ora does not conduct checks with the Tenancy Tribunal to research about prospective tenants. The pre housing conversation process (mentioned in question 10) serves to identify a customers' needs and place them appropriately.

13. Tenancy Services has advice on “notice of anti-social behaviour informing tenants of anti-social behaviour. What process does Kainga Ora and WINZ have if they receive a complaint from a concerned neighbour, and will this complaint be confidential? Please provide evidence. If we as neighbours wish to discuss our concerns a representative from Kainga Ora concerns, regarding the state of the Kainga Ora properties, what is the process from beginning to completion and are our concerns kept confidential? Please provide evidence of how many cases there were in the last 12 months (no names or details required), what action was taken by Kainga Ora (eg mediation, support etc) and how many were cases were rectified.

When someone gets in touch with us with a concern about our customers' behaviour, we work hard to get a full picture of what happened, including looking into any evidence that may be available. This can include a range of different things, like details of complaints made to other agencies, contact information for other people who witnessed the situation, or photos of any damage that may have been caused.

Individuals can choose to remain anonymous when raising concerns if they prefer, and this commonly occurs. Where we do record the complainant's details, this information is personal information, and as such, is kept in accordance with the Privacy Act 2020. In all cases, when following up on concerns we work hard to maintain the privacy of everyone involved. The concerns raised with us are mostly about minor things that are common sources of tension between neighbours across the country, such as noisy cars, lawns not being mowed regularly, or how often visitors are calling at a home.

We also get concerns raised with us about more serious things which we consider disruptive behaviour. A range of things fall under this category, including behaviour that is aggressive, threatening or intimidating to neighbours, other customers or Kāinga Ora staff. Based on our current data, people got in touch with us 2,906 times with a concern that was considered serious disruptive behaviour from 1 January 2023 to 31 December 2023. Some of these concerns were later found to have no merit, did not require any action by us as a landlord, or were withdrawn.

To put this into context, Kāinga Ora has approximately 65,000 social housing tenancies throughout Aotearoa – so we're talking about a small proportion of our customers.

You can find out more about our complaints process on our website, at:

<https://kaingaora.govt.nz/en/NZ/tenants-and-communities/our-neighbours/provide-feedback-or-a-complaint/>

14. Please provide evidence of any monetary contributions that were made by Kainga Ora or WINZ over the last 12 months to rectify issues in the Kainga Ora properties (eg repairing damage, cleaning, gardening, rubbish removal etc).

I am refusing this part of your request under section 18(d) of the Act as this information is publicly available. Maintenance costs paid by Kāinga Ora can be found in the Annual Report published on our website at:

<https://kaingaora.govt.nz/assets/Publications/Annual-report/Annual-Report-2022-2023.pdf>

15. Please provide the policies on the process from a tenant leaving a property, to the new tenant moving in. How much of these cost gets passed on to the previous tenant? We are interested in the process for accountability and the restoration of the Kainga Ora property to a high standard.

Please find attached the extracts from the document, Manage Tenant Vacating CT-749 within scope of this part of your request.

Regarding passing costs to tenants, identifying liability for damage is not always straightforward. Under the Residential Tenancies Act 1986, a tenant is liable for damage if the damage was intentional or careless, rather than accidental. We seek to recover money for damage from customers where this is appropriate and where legislation allows for it.

16. How many cases has Kainga Ora/Housing NZ or WINZ taken to the Tenancy Tribunal over the past 12 months. Please provide evidence (names, address not required).

For the 12-month period 1 May 2023 through to 28 April 2024 Kāinga Ora has completed 424 applications to the Tenancy Tribunal. This does not include applications for mediation or tenant-initiated applications. Due to the manual nature of the records, the information may contain errors such as duplicate entries.

Annually, the total number of applications we make to the Tenancy Tribunal equates to around two percent of all our tenancies. This includes minor incidents and situations resolved through mediation – so we're talking about a very low proportion of our customers.

17. I was surprised by your comment about housing for people with disabilities. May I recommend you reading a report by New Zealand Disability Support Network – Accessible housing for disabled people living in Aotearoa, New Zealand (2022) <https://nzdsn.org.nz/wp-content/uploads/2022/11/20221109-Housing-paper.pdf> The report contradicts your opinion and puts forward a great argument about the need for housing for people with disabilities. It may be useful to work in with the Ministry of Health, Whatu Ora and Ministry of Disability Whaikaha to use a collaborative. As an aging mother of a child with a disability, I would very much welcome your consideration, especially as this would be the best time to make the Kainga Ora houses 'accessible' and create a community in Port Street for people with disabilities.

Kāinga Ora has committed to ensuring that at least 15% of the new homes we are building across the country meet universal design standards, and the rest meet as many of these universal design standards as possible.

The proposed Port Street East homes will meet universal design standards. This means they are easily adaptable to each individual's accessibility needs, and the rest meet as many of these universal design standards as possible.

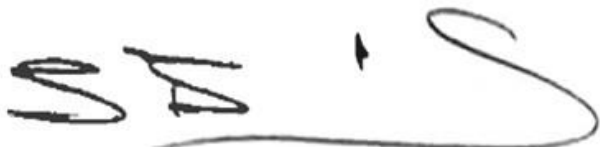
Our Accessibility Policy is available online at: https://kaingaora.govt.nz/en_NZ/news/new-Kāinga-ora-accessibility-policy/

I trust this information is helpful to you.

You have the right to seek an investigation and review by the Ombudsman of my decision on your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or Freephone 0800 802 602.

Please note that Kāinga Ora proactively releases its responses to official information requests where possible. Our response to your request may be published at <https://kaingaora.govt.nz/publications/official-information-requests/>, with your personal information removed.

Nāku noa, nā

A handwritten signature in black ink, appearing to read 'G. Broderick', with a long horizontal flourish extending to the right.

Graeme Broderick
Regional Director, Taranaki Whanganui Manawatu

From: S
To: [Tanya Stewart](#)
Subject: Houses
Date: Monday, 8 August 2022 3:31:25 PM

You don't often get email from glen@hillconstruction.builders. [Learn why this is important](#)

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hello Tayna.

My name is s 9(2)(a).

I have been your email about getting in touch with you about a few houses we are about to build.

We have a subdivision in Feilding.

I have a few houses with building content granted and are ready to start.

I'm looking at selling these houses.

Would this be something you would be interested in these?

All relevant information can be shared if you are keen.

Regards.

s 9(2)(a)



From: S
To: [Tanya Stewart](#)
Cc: [lance](#)
Subject: Feilding land proposal
Date: Thursday, 29 September 2022 10:16:01 AM
Attachments: [4687 Scheme Plan Stage IV.pdf](#)
[Townhouse feilding elevation amend std roof.pdf](#)

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi Tayna.

We have a land parcel yet to be surveyed, that we would like to develop with you at Kaingaora. See attached on scheme plan stage IV, the area im talking about is lot 8 and the blue shaded area. Note the section layout plan is only indicative. We are unsure what style of housing suits you? As this is a blank canvas, most options are available.

s 9(2)(b)(ii) We have approached our local council, Manawatu District Council and they are aware of our requests. I have attached an elevation of the units we are thinking of for your interest.

s 9(2)(b)(ii)

We are a building company that will facilitate the construction of the buildings required.

Thinking it will be best and easier to have a meeting in person to discuss the requirements and style of housing etc.

When and where would you like to meet?

Kind regards.

s 9(2)(a)





Churcher Street

NOTE: Sewer and Water connections have been installed as part of Churcher Street upgrade.

DRAFT PLAN
Not yet approved by the
Manawatu District Council

Lots 14 - 29
being a possible
subdivision of Lot 101 DP_---

Prepared for: **Churcher Investments**
CT Reference: **RT 1034488**
Local Authority: **Manawatu Dist. Council**
Scale (at A3): **1:750**
Date Drawn: **June 2022**
Our Reference: **4687**
Physical Address: **134 Port Street East, Feilding.**

Proposed Memorandum of Easements

Shown	Purpose	Serv Ten	Dom Ten
A	Right of Way and all services	Lot 10	Lots 11,12,13
B		Lot 11	Lots 10,12,13
C		Lot 13	Lot 12
D		Lot 12	Lot 13

Heights to NZVD 2016

DISCLAIMER / LEGAL

I, William Loudon Riordan, being a Licensed Cadastral Surveyor, Hereby certify that this Scheme Plan has been prepared by me for the sole purpose of gaining Resource Consent pursuant to Section 105 of the Resource Management Act 1991. Truebridge Associates Limited accepts no responsibility for its use for any other purpose.

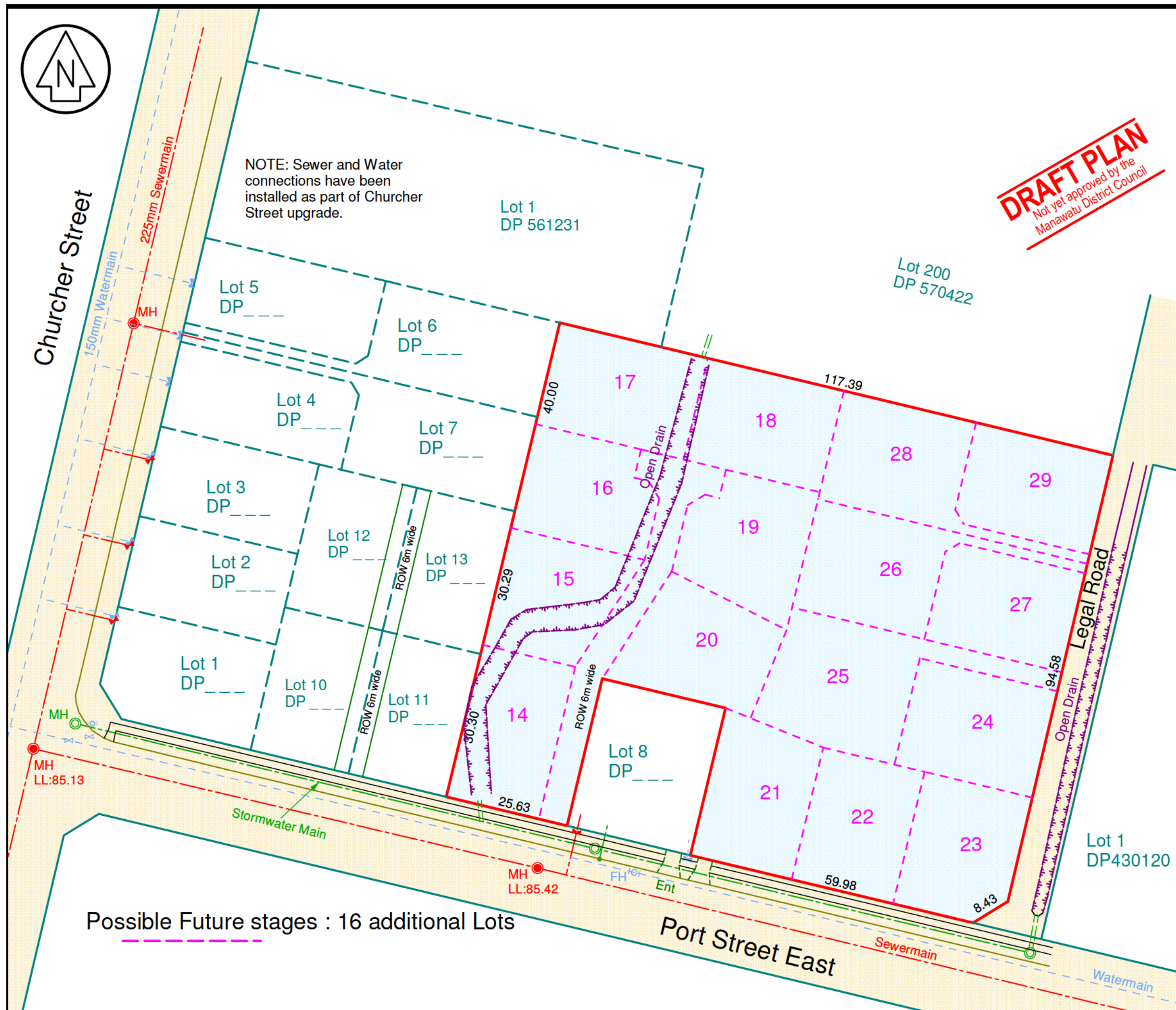
Further, the resource consent has been prepared at the request of and for the purpose of, our client only and neither we nor any of our employees accept any responsibility on any ground whatever including liability in negligence, to any other person if it is used by any other person or for any other purpose

The areas and dimensions shown on this Scheme Plan have not been checked by survey and are likely to change upon final survey.



TRUEBRIDGE ASSOCIATES LIMITED
Licensed Cadastral Surveyors, Engineers & Resource Management Consultants

Office: 100 Manchester Street, Feilding
Telephone: 06 323 7576
Fax: 06 323 1134
Email: feilding@truebridge.co.nz



Possible Future stages : 16 additional Lots

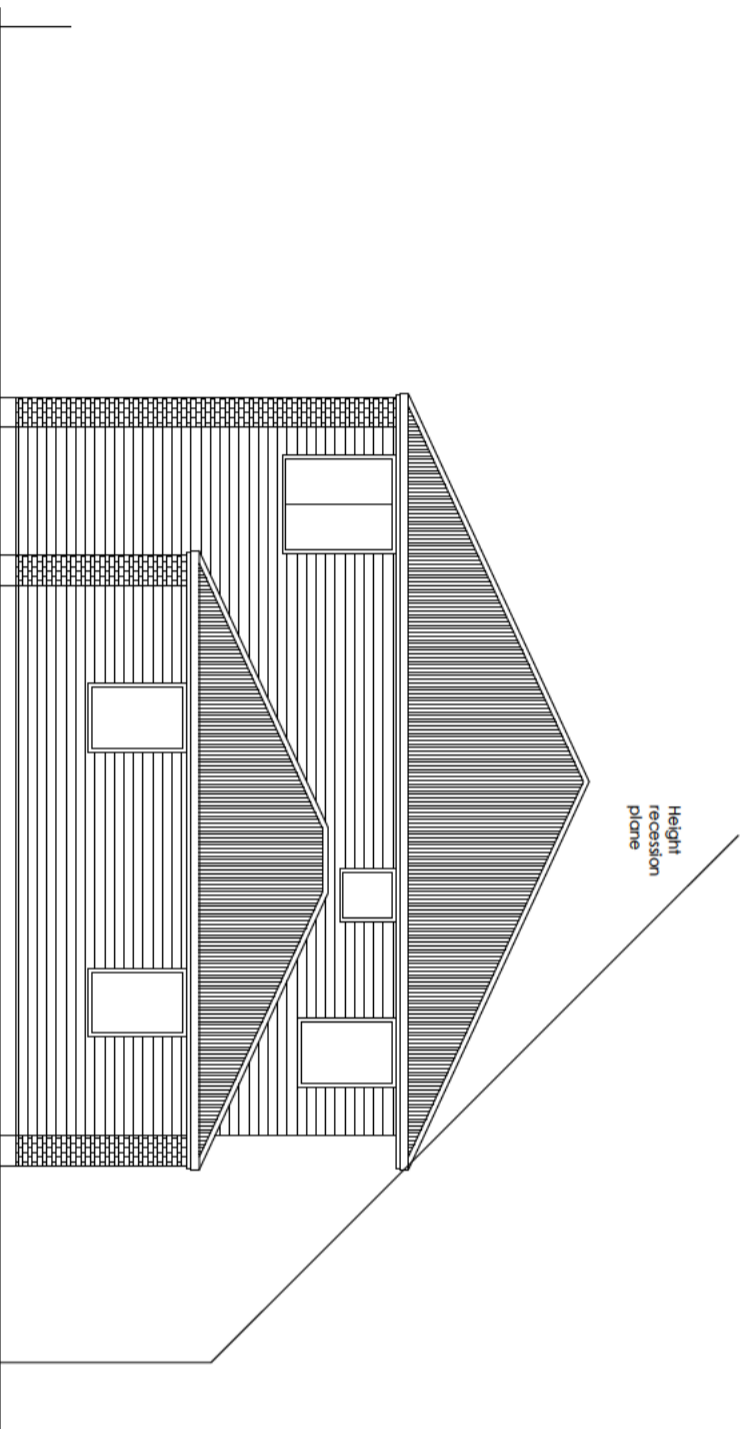
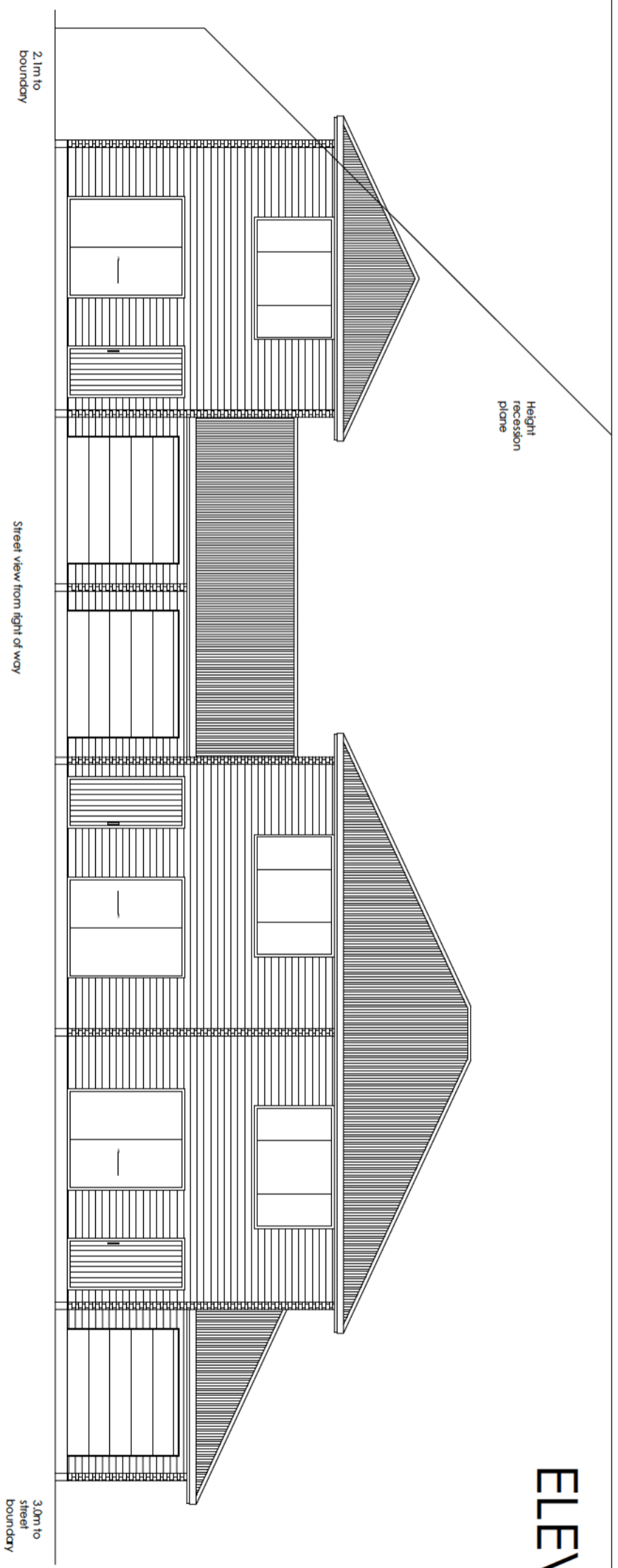
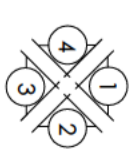
Port Street East

Lot 1 DP430120

ELEVATIONS

1 : 100 (A3)

ELEVATION KEY



These drawings have been prepared on the understanding that the building Contractor has a sound knowledge of the NZ Building Code and the NZS3604:2011

The main contractor, Sub Contractor or Authorized Agent of the owner or builder shall ensure that all work complies with these codes in addition to any territorial Authority

These drawings are to read in conjunction with the specifications and documents that form part of the contract.

Do not scale from drawing, please contact the drawing person.

Any work undertaken outside these requirements without the prior written approval of the designer, Engineer and or territorial Authority here by indemnify the Designer or his agent against any claim, or claims in respect of the said work.

When these drawings are emailed the content is confidential. If you are not the correct recipient, you may not copy, disclose or use the content in any way.

Revision Date	Title: Elevations Concept	s 9(2)(a)	s 9(2)(b)(ii)	Lot No: DP	SCALE: 1:100 A3	Date Drawn: Apr 2022	Sheet No: L104
		04					



New homes coming to Feilding



In Feilding, and across the Manawātū region, Kāinga Ora – Homes and Communities has a range of work underway to deliver over 60 new state homes to help meet the demand in our communities.

We would like to update you about the work we have been doing to support more housing supply in your neighbourhood.

One of the ways we deliver more homes is by making better use of our existing properties. Many have large sections, and may be next to each other, so we are looking to replace these older houses with more warm, dry and modern homes across these sites.

Where we're looking at building new homes in Feilding:

Below is a list of addresses we are currently looking at for potential redevelopment. Planning for these is at an early stage, so may change.

Address	Homes proposed
1 Charles Street	2
1, 3, 5 Fitzroy Street	9
32 and 34 Monmouth Street	3
16 and 18 McCorkindale Street	6
4 Edinburgh Street	2
10 Ongley Street	1

Working with local developers

Another way we increase the number of state homes is by working with local private developers. In this instance, the developer manages all aspects of the construction process and we take over ownership of these developments once the homes are finished.

We work proactively with the developer to ensure the homes to be built are of a high construction standard, using designs which complement both the environment and meet the needs of our customers and communities.

As part of this work, Kāinga Ora has an agreement with a range of developers that confirms our intention to purchase homes across Feilding for social housing, once completed.

The sites we are looking at in your area are:

Address	Homes proposed
7 Fitzroy Street	5
36 Monckton Street	3
11 Chamberlain Street	4
17 Owen Street	4
134 Port Street East	20



What happens next?

We're committed to keeping you updated as we progress plans for delivering more homes in your neighbourhood.

We have introduced an online interactive map and digital email updates to be more efficient, reduce paper waste, and to ensure information reaches you on time.

To access the interactive map or to sign up to receive email updates, please type the following link into your web browser -

<https://letstalk.kaingaora.govt.nz/manawatu>
or scan the QR code below.



We understand that not everyone may have access to the internet or online communication. Please let us know if this applies to you so we can find an alternative contact method that works.

If you are the resident but not the owner of your property, please pass this information on to the owner for their information.

Contact us

If you have any further questions, please feel free to contact:

Renée Regal

Manager Community Engagement
and Partnerships

Kāinga Ora – Homes and Communities

P: 021 998 724 or 0800 801 601
(please ask to be transferred)

E: communities@kaingaora.govt.nz

www.kaingaora.govt.nz

1 February 2024

Kia ora,

Housing opportunities near where you live

In Feilding, and across the Manawātū region, Kāinga Ora – Homes and Communities has a range of work underway to deliver new homes to help meet the demand in our communities.

As part of this work, Kāinga Ora has an agreement with GL Corporation Limited that confirms our intention to own 20, two, three and four bedroom homes at 134 Port Street East in Feilding for public housing, once completed. The homes are expected to be ready for local people and families to move into by mid-2026.

It is early stages of the development, and we are working collaboratively with the developer to ensure the homes will best meet the needs of the people and families who will live there, as well as the community.

We will take over ownership of the development once the homes are finished, and we will keep you updated on the progress.

If you prefer to receive updates via email, or if you have any further questions, please feel free to contact me on the details below.

Ngā mihi

Renée Regal
Manager Community Engagement and Partnerships
Kāinga Ora – Homes and Communities

Email: Renee.Regal@kaingaora.govt.nz

Phone: 021 998 724 or 0800 801 601 (please ask to be transferred)



Policy: Community development (POL-388)

Issue Date	19 March 2024	Approved by	Kāinga Ora Board
Owner	GM National Services	Author	Operational Policy team

Purpose

1. This policy sets out how Kāinga Ora Homes and Communities (Kāinga Ora) supports sustainable, inclusive, and thriving communities in line with our legislated functions and operating principles, as well as our strategic objectives.
2. It sets out the role Kāinga Ora takes in community development and associated activities and describes the parameters within which we operate. This includes:
 - why we undertake community development
 - which aspects of community development we focus on
 - aspects of community development better enabled by others.

Scope

3. This policy and the related procedures apply to all Kāinga Ora employees and contractors.

Background

Legislation

4. The Kāinga Ora – Homes and Communities Act 2019 (the Kāinga Ora Act) sets out our objective to contribute to sustainable, inclusive and thriving communities that –
 - a) provide people with good quality, affordable housing choices that meet diverse needs; and
 - b) support good access to jobs, amenities, and services; and
 - c) otherwise sustain or enhance the overall economic, social, environmental, and cultural well-being of current and future generations.
5. While that is a wide objective, our contribution to reaching those outcomes can only be by doing activities within our legislated functions. Section 13 (1) of the Kāinga Ora Act sets out our functions. The relevant functions of Kāinga Ora are:

Housing:

- (a) to provide rental housing, principally for those who need it most.
- (e) to provide housing or services related to housing as agent for the Crown or Crown entities.

Urban development:

- (f) to initiate, facilitate, or undertake any urban development, whether on its own account, in partnership, or on behalf of other persons, including—
 - (i) development of housing, including public housing and community housing, affordable housing, homes for first-home buyers, and market housing:
 - (ii) development and renewal of urban environments, whether or not this includes housing development:
 - (iii) development of related commercial, industrial, community, or other amenities, infrastructure, facilities, services, or works.
- (h) to understand, support, and enable the aspirations of communities in relation to urban development.
- (i) to understand, support, and enable the aspirations of Māori in relation to urban development.

6. Our operating principles guide us in how we perform our functions. Operating Principle 14(1)(h) under well-functioning urban environments is: assisting communities where it has housing stock to develop and thrive as cohesive and safe places to live.
7. The Urban Development Act 2020 empowers Kāinga Ora to undertake and facilitate transformational, complex urban development that contributes to sustainable, inclusive and thriving communities.
8. The Crown Entities Act 2004 states that a statutory entity can perform any functions that are incidental and related to, or consequential on, the functions in their Act. In performing the functions, Kāinga Ora must act consistently with its objectives.

Strategic context

9. The Kāinga Ora Strategy helps us contribute to inclusive and thriving communities by shaping the housing and urban development system. Outcomes include:
 - customers feel safe and secure in their homes and communities
 - customers are connected to their cultures and communities and participate in community life
 - partnerships and collaboration deliver place-based approaches to development.
10. Te Rautaki Māori o Kāinga Ora - Kāinga Ora Māori Strategy helps us to better understand the wellbeing of Māori communities and how Kāinga Ora can play a supporting role in this. One of the focus areas is Partnerships. Key actions include:
 - supporting existing strategies that have place-based solutions (iwi strategies and community-based strategies)

- better understanding and improving the health of our partnerships and relationships with iwi and rōpū Māori.

11. Our Community Strategy aims to ensure all our communities move towards being sustainable, inclusive and thriving. To achieve this, we engage with communities wherever they are on their journey, taking a strengths-based approach to understanding their needs and aspirations. We work with partners and stakeholders to harness each other's strengths and resources.

Community outcomes include:

- our communities, iwi, hapū and whānau live in neighbourhoods that have access to housing, employment, social infrastructure, amenity, and services that support their wellbeing
- connection and participation: Our communities, iwi, hapū and whānau connect through social networks that are inclusive and diverse, sharing experiences, spaces, and a sense of belonging, safety and identity
- voice and influence: Our communities, iwi, hapū and whānau are engaged and feel understood, supported and are empowered in shaping their surrounding environments.

12. He Toa Takitini – our Partnership and Engagement Framework provides clarity to guide our people on best practice, and builds organisational capability in order to develop, implement and embed partnership and engagement approaches within Kāinga Ora and deliver them consistently and with integrity.

What is community development?

13. Community development brings people together to work towards common goals, aimed at improving quality of life in their communities. It empowers community members and creates stronger and more connected communities. It focuses on building capability and capacity within communities so they can solve their own problems and achieve their aspirations together. It promotes inclusivity and diversity and empowers communities to act.

14. It seeks to empower individuals and groups with the skills and connections needed to effect change within their communities. It involves broad community engagement to develop trust, understanding and social cohesion, identify shared aspirations and kawa/rules for living together, support a sense of common guardianship and determine pathways forward.

15. In practice, community development looks different in different settings. Practitioners select activities that best suit the community they are working with. The below steps provide a high-level outline of the different aspects of community development that will generally apply. Note: Community development is an iterative process and many of these steps occur throughout the community development cycle.

- **Recognise and connect** – Understand who is in the existing community? Who is joining the community? What is important to them?
- **Facilitate and co-ordinate connection opportunities** – Enable connection by bringing groups together to build trust and create a shared sense of purpose.
- **Voices of the community** - Listen to diverse members of the community. Facilitate opportunities for them to tell us, and each other, what is important to them.

- **Connect and create** - Present back to the community what we have heard. Work to establish a collective vision, create goals, set priorities and find solutions.
- **Build capability and autonomy** - Identify leaders and build capability. Support the community to work towards their goals. Encourage the autonomy of the community.
- **Partner** - Work with partners, including individuals and groups such as mana whenua, who are invested in the wellbeing of the community and want to see it thrive.
- **Build networks** – Facilitate connections with government, local government, and other organisations who have a mandate and/or funding to contribute to communities.
- **Ongoing support** – Our role decreases as leadership and capability in the community grows. Provide ongoing support as needed (for example, to help communities to achieve their aspirations, support communities experiencing significant change, and to account for succession).

Placemaking

16. Placemaking is a collaborative process whereby people collectively shape public spaces to benefit themselves, others, and the place itself. It is achieved through collaborative design processes, participation, activities, and events. It supports a sense of belonging and a community's connection to place and each other when they see themselves reflected in their environment. Placemaking takes a community development approach and further enables Kāinga Ora to deliver on its functions.
17. Placemaking activities at Kāinga Ora should also align with this policy.

Operating Principles

18. Section 14 of the Kāinga Ora Act sets out the operating principles that guide us in how we perform our functions. This policy supports Kāinga Ora to act consistently with the following operating principles:
 - Assisting communities where we have homes to develop and thrive as cohesive and safe places to live
 - Supporting our tenants to be well-connected to their communities, to lead lives with dignity and the greatest degree of independence possible, and to sustain tenancies
 - Partnering and engaging meaningfully with other persons and organisations, including having early and meaningful engagement with communities affected, or to be affected, by urban development
 - Partnering and having early and meaningful engagement with Māori and offering Māori opportunities to participate in urban development
 - Maximising alignment and synergies through our multiple functions in order to support inclusive, integrated housing and urban development
 - Identifying and protecting Māori interests in land, and recognising and providing for the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga

- Ensuring our urban development contains quality infrastructure and amenities that support community needs
- Operating in a manner that recognises environmental, cultural and heritage values.

Policy

Why does Kāinga Ora undertake community development?

19. Community development supports Kāinga Ora to meet our legislated objective: to contribute to sustainable, inclusive, and thriving communities. Activities that help us to meet our objective must align with our legislative functions.
20. Our operating principles guide us in how we perform our functions. They include 14(1)(h): assisting communities where it has housing stock to develop and thrive as cohesive and safe places to live.
21. Community development at Kāinga Ora focuses on building the capability and autonomy of communities. This means strengthening a community's ability to identify and realise their own goals and aspirations, rather than creating dependence on the services or resources of ourselves, or others.
22. The sections below outline the community development activities Kāinga Ora is empowered to deliver under our functions, and in-line with our operating principles.

Supporting customers to live in well-functioning communities

23. Function 13(1)(a) *to provide rental housing, principally for those who need it most* underpins our function as a public housing landlord and enables Kāinga Ora to support our customers to live well.
24. Related to this function is our ability to support customers to live in well-functioning communities. Working at a community level to ensure our customers live in safe, cohesive communities supports us to deliver on the public housing function.
25. Landlord obligations include taking all reasonable steps to ensure none of the landlord's other tenants interfere with the reasonable peace, comfort, or privacy of a tenant in the use of their premises.¹ Community development plays a significant role in helping to minimise disruptive behaviour. It is critical in enabling people to be socially included and be a part of a community.
26. The details of what this function does and does not support Kāinga Ora to undertake are captured in: [Appendix A - What do our functions enable us to do?](#)

Supporting well-functioning urban environments

27. Supporting well-functioning urban environments enables Kāinga Ora to deliver on the following functions in the Kāinga Ora Act:
 - 13(1)(f) to initiate, facilitate, or undertake urban development including housing, urban environments and related amenities, infrastructure services and works.

¹ Residential Tenancies Act 1986, s45(1)(e).

- 13(1)(h) to understand, support, and enable the aspirations of communities in relation to urban development.
 - 13(1)(i) to understand, support, and enable the aspirations of Māori in relation to urban development.
28. Community development and placemaking activities to support these functions ensure that changes to physical aspects of the community such as buildings, infrastructure, amenities, facilities, services, or works are fit-for-purpose and meet the needs of the community.
29. Activities aligned to these functions also support communities to adapt to changes to the make-up of communities that come with moving to more medium-high density living, increasing the population in an area, increasing the amount of public housing in an area, or where we are supporting the sale of a large number of market homes.
30. Activities to support these functions also helps to identify and mitigate the effects of urban development activity such as noise, mess and potential disruption to traffic and services.
31. The details of what this function does and does not support Kāinga Ora to undertake are captured in: [Appendix A - What do our functions enable us to do?](#)

Provide housing or services related to housing as an agent for the Crown

32. At times, Kāinga Ora may be asked to provide housing or services related to housing as an agent for the Crown. Community development undertaken in line with this function still need to be providing housing or services related to housing.
33. These are activities that have been specifically agreed in a formal agency relationship, so Kāinga Ora would typically act under instructions from the Crown and be directly funded by a Crown appropriation.
34. Further information about what this function does and does not support Kāinga Ora to undertake are captured in: [Appendix A - What do our functions enable us to do?](#)

Equipping spaces for use

Kāinga Ora spaces

35. In line with our housing function, Kāinga Ora can provide communal spaces in our developments, especially in medium-high density environments where customers may have access to less amenity within their private space.
36. It is important that the community participate in decisions regarding the use of communal spaces, to ensure they are fit for purpose for the people who will be using them.
37. Community development activities include funding resources to equip spaces in our own developments where the space serves as a logical extension of the home (i.e, it replaces a function that would be expected in a home). It is important that these spaces are adequately equipped and maintained (by Kāinga Ora) to ensure they are usable, inviting, functional and safe.
38. Examples of communal spaces include:

- spaces for socialising, including hosting events for family and friends (such as a birthday party or tangihanga)
- outdoor space for children to play
- laundry facilities
- office or study spaces (including wi-fi).

Public or community spaces

39. In line with our urban development function, Kāinga Ora can upgrade public spaces and infrastructure where we undertake urban development. This could include spaces for community development, delivering skills programmes and service connections.
40. When considering equipping these spaces, we need to ensure we are the right party to fund and that other partners do not have a stronger mandate to fund these costs.
41. Planning for the equipping of spaces needs to happen early and in partnership with others to ensure spaces are at least equipped with basic amenity to ensure they are fit for their intended purpose.
42. It is important that provisions are in place for the ongoing provision of resources, as well as a plan and clear accountability for maintenance. See also: Communal Spaces policy (TBC).

Partnering with other organisations

43. To support communities to achieve their goals and aspirations, and ensure our customers live in well-functioning communities, Kāinga Ora partners with other agencies and parties who have different mandates, funding and expertise than we do.
44. When we are working in partnership with other agencies, we need to be able to meet the principle set out in [He Toa Takitini](#) of building enduring partnerships based on trust, respect and reciprocity.
45. Our activity must align with the principle of mahi tahi. We seek a whole of government approach to partnerships and relationships to provide collaboration and continuity.
46. We proactively pursue opportunities to partner with others (including community-based and not-for-profit organisations) to achieve broader outcomes than we could achieve alone.
47. Our activity should also align with the principle of reciprocity and ako – reciprocity requires that as a partner, Kāinga Ora makes an appropriate contribution to initiatives where there are shared costs (see also: [Appendix B – Decision-making framework for community development activity](#)).
48. Kāinga Ora may be able to support the provision of services or activities delivered by others by partnering with other agencies and contributing in-line with our legislative mandate, such as by:
 - providing and managing physical spaces from which services and activities can be provided from, for example communal rooms
 - coordinating activities (i.e. linking communities with funders, activities and services already provided in the community and with other parties who have a kaitiakitanga role in the community such as police, schools, marae and mana whenua)

- using our community development practitioners’ expertise to facilitate members of the community to connect, make decisions, plan and execute
- participating in joined up outcomes on ‘as needed’ basis, for example in response to adverse events.

Note: where flexibility is required, it is still important to follow the financial delegations framework.

Delivering or contributing to specific Community Development activities

49. Decisions related to whether Kāinga Ora can deliver or contribute to specific activities, projects, initiatives, or items required to support community development, will be made in-line with the [Appendix B – Decision-making framework for community development activity](#).

Accountability measures relating to Community Development activity

Procurement

50. As Kāinga Ora spends public money, all spending must meet standards of probity and financial prudence to ensure Kāinga Ora can withstand parliamentary and public scrutiny, as well as supporting trust and confidence in the delivery of our work. To support this, Kāinga Ora will follow procurement best practice.

51. All spending undertaken to support community development activity must be in line with the [Procurement Policy/Kaupapa Here Whiwhinga \(POL-335\)](#) and where appropriate, [Pā Harakeke \(Social Procurement Framework\)](#). Spending must follow the approved methods of procuring goods and services as set out in [Purchase to Pay Policy \(POL-374\)](#).

52. This policy should be read in conjunction with [Mana Tuku Kaupapa Here \(Delegations Policy\) \(SF-POL-001\)](#).

53. Business-sensitive expenditure must align to the [Sensitive Expenditure policy \(SF-POL-003\)](#).

Koha

54. Koha can be provided in line with the [Koha Policy \(POL-378\)](#).

Evaluation

55. Kāinga Ora will monitor and evaluate community development initiatives acknowledging that:

- change in communities is dynamic and not often linear
- success should be determined by the community and informed by existing strengths within the community.

56. With this in mind, Kāinga Ora will measure indicators of success and outcomes as they change over time.

Definitions

57. The following definitions apply when interpreting this policy:

Term	Definition
Customer	For the purpose of this policy, customer refers to public housing customers (residents of Kāinga Ora public housing)
Engagement	Any interaction via any channel in which we communicate or where there is two-way communication
Kaitiakitanga	Guardianship, nurturing or protection of things of importance
General wellbeing needs	Needs unrelated to housing (housing needs include safety, security and quiet enjoyment) Can include creative pursuits, health and wellness, and leisure activities
Placemaking	Placemaking takes a community development approach. It focusses on involving the community in the design of places and spaces, and activating those places and spaces to ensure they add value to the community and support a sense of belonging
Whakawhanaungatanga	Process of establishing relationships, relating well to others

Related policies, procedures and legislation and documents

58. Relevant legislation includes:

- [Kāinga Ora – Homes and Communities Act 2019](#)
- [Urban Development Act 2020](#)
- [Residential Tenancies Act 1986](#)
- [Crown Entities Act 2004](#)
- [Te Tiriti o Waitangi/Treaty of Waitangi](#)

59. Relevant strategies and frameworks:

- [Kāinga Ora Strategy](#)
- [Te Rautaki Māori o Kāinga Ora 2021 - 2026](#)
- [Community Strategy](#)
- [Wellbeing Approach](#)
- [Framework for supporting public housing customers to access social support services \(POL-361\)](#)
- [He Toa Takitini](#)

- [Sustaining Tenancies Framework \(POL-358\)](#)
- [Delegations framework \(SF-POL-001\)](#)

60. Relevant Kāinga Ora policies include:

- [Sustaining Tenancies - Disruptive Behaviour Policy \(POL-335\)](#)
- [Sustaining Tenancies - Framework Policy \(POL-358\)](#)
- [Policy: Complaints and feedback \(POL-315\)](#)
- Policy: Neighbours impacted by delivery activity (POL-387) (under development)
- [Community engagement on Kāinga Ora development activity Policy \(POL-386\)](#)
- Communal spaces policy (POL-389) (under development)
- [Sensitive expenditure policy \(SF-POL-003\)](#)
- [Koha policy \(POL-378\)](#)

61. Relevant Kāinga Ora guidelines:

- [Guideline for supporting customer to settle in \(CT-GDL-009\)](#)
- [Guideline for everyday customer conversations \(CT-GDL-005\)](#)
- [Guideline for staying safe and secure \(SS-GDL-110\)](#)

62. Related Kāinga Ora processes:

- [Support customer wellbeing \(CT-PRO-205\)](#)
- [Manage disruptive behaviour approach \(CT-PRO-206\)](#)

63. Related tools:

- [Government and External Engagement Frameworks](#)

Review

64. We will review this Policy on an as required basis.

Document control

Date	Reviewed/Modified by	Comments/Descriptions of changes
5 October 2023	Customers and Communities Pae Tātaki	Endorsed draft policy, with some changes
24 October 2023	Public Housing Committee	Endorsed draft policy
31 October 2023	Kāinga Ora Board	Approved final policy

65. Kāinga Ora will store details of previous versions of policies and procedures in its document management system (Objective)

Appendix A – What do our functions enable us to do?

Function	What is a community in this context?	What does this function support Kāinga Ora to do?	What does this include?	What does this not include?
<p>13(1)(a) to provide rental housing, principally for those who need it most.</p> <p>Context:</p> <p>Related to this function is our ability to support customers to live in well-functioning communities. Working at a community level to ensure our customers live in safe, cohesive communities supports us to deliver on the public housing function. Landlord obligations include taking all reasonable steps to ensure none of the landlord’s other tenants interfere with the reasonable peace, comfort, or privacy of a tenant in the use of their premises.² Community development plays a significant role in helping to minimise disruptive behaviour. It is critical in enabling people to be socially included and be a part of a community.</p>	<p>When we support our own customers to live in well-functioning communities, we define communities as those:</p> <ul style="list-style-type: none"> • made up entirely of our customers (for example a Kāinga Ora housing complex) • where we have a strong presence (i.e. there is a high proportion of Kāinga Ora customers compared to other residents in the community) • mixed tenure communities, where Kāinga Ora customers live alongside other residents such as market renters, homeowners and/or those in supported housing, but are not necessarily the dominant group of residents. 	<p>The public housing function empowers us to undertake community development:</p> <ul style="list-style-type: none"> • to build cohesion and resilience to ensure communities function well so they can prevent issues from arising or are empowered to resolve issues themselves • where community issues are impacting on our customers • where our customers are impacting on others in the community • when communities are responding to significant change, or events such as natural disasters. 	<p>Community development activity enabled by this function focuses on matters relating to housing and sustaining tenancies, such as:</p> <ul style="list-style-type: none"> • building cohesion by providing opportunities for members to meet and form connections • promoting resilience by helping communities resolve issues themselves and supporting their ability to respond to significant events (such as natural disasters) • increasing safety and security by connecting to local groups such as neighbourhood watch and fostering relationships between members • identifying improvements needed to the physical environment of neighbourhoods and complexes (especially when connected to our maintenance and repair obligations) • activating shared spaces for the community to develop connections, discuss issues, set goals and plan • activating shared spaces that balance out the lack of private space and/or amenity in private spaces in medium to high density environments to create a sense of belonging and connection • supporting quiet enjoyment for customers and neighbours by helping communities understand issues that disturb quiet enjoyment and agreeing how to respond to them (including showing tolerance where noise is unavoidable) • reducing the incidence and impacts of disruptive behaviour by facilitating opportunities to form connections, and supporting mediation when issues arise • building and maintaining relationships with others in the community who provide support services, and remaining aware of the support services they deliver • where there are identified gaps in services the community needs to thrive, using our relationships to influence others in the system/community to deliver. See also: Partnering with other organisations • supporting connections with others who have an interest in the wellbeing of the community (such as local marae, mana whenua and police) • developing support structures to allow communities to function better (such as residents associations) • placemaking activities that promote a sense of ownership and foster pride in a community. 	<p>Our function as a public housing landlord under section 13(1)(a) does not support Kāinga Ora to directly fund or contribute to activities or services that support customers and communities with their general wellbeing needs, or with lifting capability in ways unrelated to housing and sustaining tenancies. This is especially important where other agencies have a mandate, funding or expertise to provide these services (such as the Ministry of Health to provide physical and mental health services).</p> <p>If communities recognise needs or opportunities that are unrelated to housing, we can work with them to identify more appropriate funders and partners who have the mandate and expertise to meet those needs. In some cases, we can work in partnership with others to support initiatives with an impact that is broader than just housing. See: Partnering with other agencies.</p>

² Residential Tenancies Act 1986, s45(1)(e).
 Community development policy (POL-388)
 19 March 2024

Function	What is a community in this context?	What does this function support Kāinga Ora to do?	What does this include?	What does this not include?
<p>13(1)(h) to understand, support, and enable the aspirations of communities in relation to urban development.</p>	<p>A community affected by urban development includes existing and new members of communities where Kāinga Ora undertakes urban development activity who will be affected by:</p> <ul style="list-style-type: none"> work we undertake in their area (for example noise, mess and potential disruption to traffic and services) changes to the make-up of the community that come with moving to more medium-high density living, increasing the population in an area, increasing the amount of public housing in an area, or where we are supporting the sale of a large number of market homes changes to the physical aspects of the community such as buildings infrastructure, amenities, facilities, services, or works. 	<p>This function supports a range of activities Kāinga Ora can undertake in communities, provided they relate to urban development. This includes working with communities:</p> <ul style="list-style-type: none"> before development: during the early planning stages to ensure urban development is fit for purpose and communities understand what we are doing and why during development: to understand and mitigate negative effects of our activity on others in the community after development: for example, to ensure a smooth transition for new members into the community, and to support the safety and cohesion of communities impacted by our development. 	<p>Community development activities related to Function 13(1)(h) - understanding, supporting, and enabling the aspirations of communities in relation to urban development include:</p> <ul style="list-style-type: none"> understanding who is in the community to ensure engagement is tailored to the cultural needs of the community, and supports participation for a diverse range of people engaging with existing and new community members to understand their concerns and aspirations regarding potential urban developments building cohesion in the community, by providing opportunities for members to meet and form connections supporting existing community members to welcome new residents if they wish to do so connecting new members into existing communities (for example liaising with local schools and services prior to their arrival) maintaining relationships with providers of support services, and linking the community to available services identifying gaps in services that the community needs to thrive and using our relationships to influence others in the system/community to deliver. See also: Partnering with other organisations facilitating conversations with the community to determine ways to mitigate concerns and realise aspirations acting as a conduit and ensuring information is transferred to all system participants as appropriate building community capacity to understand urban development, why it is occurring and some of the challenges involved facilitating and creating opportunities to participate in urban development, such as Construction Plus placemaking activities that promote a sense of ownership and foster pride in a community activating shared spaces for the community to develop connections, discuss issues, set goals and plan. 	<p>This function does not support Kāinga Ora to work with communities who are not affected by our urban development activity or to directly fund or contribute to activities or services that enable communities with their aspirations that are unrelated to urban development.</p> <p>This is especially important where there are agencies who have a specific mandate, funding and/or expertise to deliver these services. Instead, it is important that Kāinga Ora maintains an awareness of activities delivered in the broader community and link communities to those.</p> <p>If communities recognise aspirations that are unrelated to urban development, we can help them to identify more appropriate funders and partners who have a stronger mandate and better expertise than Kāinga Ora to meet those needs.</p> <p>Note: there are needs related to health (such as provision of green spaces) and employment (such as Construction Plus) that are also related to urban development, which Kāinga Ora can still fund and deliver.</p> <p>In some cases, we can work in partnership with others to support initiatives with an impact that is broader than just urban development. See also: Partnering with other organisations.</p>

Function	What is a community in this context?	What does this function support Kāinga Ora to do?	What does this include?	What does this not include?
<p>13(1)(f) to initiate, facilitate, or undertake any urban development, whether on its own account, in partnership, or on behalf of other persons, including—</p> <ul style="list-style-type: none"> d) development of housing, including public housing and community housing, affordable housing, homes for first-home buyers, and market housing: e) development and renewal of urban environments, whether or not this includes housing development: f) development of related commercial, industrial, community, or other amenities, infrastructure, facilities, services, or works. 	<p>A community affected by urban development includes existing and new members of communities where Kāinga Ora undertakes urban development activity who will be affected by:</p> <ul style="list-style-type: none"> • work we undertake in their area (for example noise, mess and potential disruption to traffic and services) • changes to the physical aspects of the community such as buildings infrastructure, amenities, facilities, services, or works. 	<p>This function supports a range of activities Kāinga Ora can undertake in communities, provided they relate to urban development. This includes working with communities:</p> <ul style="list-style-type: none"> • before development: during the early planning stages to ensure urban development is fit for purpose and communities understand what we are doing and why • during development: to understand and mitigate negative effects of our activity on others in the community • after development: for example, to ensure the spaces we develop are functional and fit for purpose. 	<p>Community development activities related to this function include:</p> <ul style="list-style-type: none"> • placemaking activities that involve communities in the design of upgrading or adding new public amenities (such as parks) where we undertake large scale urban development, including on other people’s land • understanding the disruption caused by our activity and mitigating that disruption. For example, providing spaces to support the resilience of the community, such as keeping temporarily vacant space activated and safe through popup initiatives • where our development activity supports a shift to more medium to high density living, supporting an increase in usable public and communal spaces where residents may have access to less amenity within their private space • placemaking activities such as working with mana whenua to ensure cultural identity and whakapapa of place is reflected in areas impacted by urban development • supporting communities to contribute to decisions about the physical environment to ensure they meet the needs of the people who live there (See also: Community engagement on Kāinga Ora development activities Policy (TBC)) • bringing the community in to inform design, fostering connection to a space and encouraging community ownership of a space once we have left. Funding for placemaking for large scale projects aligns with this function • supporting the delivery of housing and communities that align to Māori aspirations (for example wāhi kāinga and papakāinga). 	<p>This function does not support Kāinga Ora to work with communities who are not affected by our urban development activity.</p> <p>If communities we are working in recognise aspirations unrelated to urban development, we can help them to identify more appropriate funders and partners who have a stronger mandate and better expertise than Kāinga Ora to meet those needs.</p> <p>Note: there are needs related to health (such as provision of green spaces) and employment (such as Construction Plus) that are also related to urban development, which Kāinga Ora can still fund and deliver.</p> <p>In some cases, we can work in partnership with others to support initiatives with an impact that is broader than just urban development. See also: Partnering with other organisations.</p>

Function	What does this function support Kāinga Ora to do?	What does this include?	What does this not include?
<p>13(1)(i) - understanding, supporting, and enabling the aspirations of Māori in relation to urban development.</p> <p>Note: for all or our urban development functions, Kāinga Ora will engage with Māori and understand Māori perspectives and uphold the Treaty of Waitangi and its principles.</p>	<p>This function supports Kāinga Ora to honour the kaitiakitanga role of mana whenua in relation to communities by ensuring they are always offered a seat at the table when community needs are being discussed.</p> <p>It also supports us to work in partnership with Māori to identify and support their aspirations as they relate to urban development.</p>	<ul style="list-style-type: none"> • supporting the kaitiakitanga role of mana whenua in relation to new communities and communities undergoing significant change because of our urban development activity • understanding the concerns and aspirations of mana whenua, iwi, hapū and rūpū Māori regarding potential developments and their impact on communities. Note, these relationships are held regionally and locally at a strategic level. Engagement should occur via the appropriate relationship holder • identifying and protecting Māori interests in land, and recognising and providing for the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu, and other taonga • building Māori capability to participate in urban development • connecting Māori to opportunities to participate in urban development. 	<p>This function does not support Kāinga Ora to undertake community development to understand, support, and enable the aspirations of Māori in ways unrelated to urban development.</p> <p>Note: there are needs related to health (such as provision of green spaces) and employment (such as Construction Plus) that are also related to urban development, which Kāinga Ora can still fund and deliver.</p> <p>In some cases, we can work in partnership with others to support initiatives with an impact that is broader than just urban development. See also: Partnering with other organisations.</p>
<p>13(e) - provide housing or services related to housing as an agent for the Crown.</p>	<p>At times, Kāinga Ora may be asked to provide housing or services related to housing as an agent for the Crown. Community development activities undertaken in line with this function still need to be providing housing or services related to housing.</p>	<p>These are activities that have been specifically agreed in a formal agency relationship, so Kāinga Ora would typically act under instructions/directions from the Crown and be directly funded by a Crown appropriation.</p>	<p>This function does not support Kāinga Ora to undertake or deliver activities or initiatives that are not housing or services related to housing.</p>

Appendix B – Decision-making framework for community development activity

Use the below framework to help determine whether Kāinga Ora can undertake, contribute to, or deliver a community development activity, project, or initiative.

1. Check whether the activity aligns with our functions. Does the activity help the **community** achieve one of the following outcomes? Which one(s)? How?
 - a. **Cohesion** (building rapport, relationships, systems, networks, communication, understanding, co-operation, collaboration)
 - b. **Safety** (feeling safe in the home, feeling safe in the community, knowing one another, knowing how to respond during an incident)
 - c. **Security** (Trusting one another, feeling that physical items are safe, children are safe, relevant alerts and responses are in place, process for dealing with threats are in place, avenues for increasing security (eg, neighbourhood watch groups), ongoing threats to safety are identified and mitigated, customers and members of the community are supported to sustain tenancies or tenure in their homes)
 - d. **Quiet enjoyment** (both for our customers and others affected by our customers, understanding issues that disturb quiet enjoyment and agreeing how to respond to them, including showing tolerance where noise is unavoidable)
 - e. **Autonomy** (building capability, resourcefulness and resilience in the community)
 - f. **Well-functioning urban environments** (does this activity help communities to inform the design of communal/public spaces?)
 - g. **Connection** (does the activity help to connect new members into existing communities? Or people to spaces?)
 - h. **Participation** (does the activity facilitate opportunities to participate in urban development (e.g., Construction Plus))
 - i. **Ownership** (does the activity promote a sense of ownership and foster pride in a community?)

Provided the activity aligns to one or more of the above outcomes, consider the following questions to help determine whether it is appropriate for Kāinga Ora to fund:

2. Is Kāinga Ora best placed to fund this activity? Is there anyone else in the community who may be better placed to deliver the activity? (ie, they already deliver similar activities, it is better aligned to their mandate and expertise, or they have funding for the specific purpose)
3. Given what the community is trying to achieve, is the activity critical? What will happen if the activity is not funded? Will there be a negative impact on residents' ability to live in well-functioning communities? Or to contribute to well-functioning urban environments? Will important objectives related to larger programmes of work not be realised?

Activities that are not enabled by our functions:

Our function as a public housing landlord under section 13(1)(a) does not support Kāinga Ora to directly fund or contribute to activities or services that support customers and communities with their general wellbeing needs, or with lifting capability in ways unrelated to housing and sustaining tenancies.

Our functions that support well-functioning urban environments do not support Kāinga Ora to work with communities who are not affected by our urban development activity or to directly fund or contribute to activities or services that enable communities with their aspirations that are unrelated to urban development.

Pre-Housing Conversation Summary

Advisor Placement name:			
Customer/applicant name:		Conversation date:	

Before starting the conversation make sure to go over [CT-PRO-007 Pre-Housing Conversation Privacy Statement](#) with the applicant/customer and their whānau regarding their privacy rights. Check if they have agreement from their whānau to provide us with information about them.

Reassure all parties present that participating in the Pre-Housing Conversation is voluntary and they can refuse to answer any questions or talk about anything that makes them feel uncomfortable at any time.

Remind applicant/customer they can also elect to stop the conversation at any time and they will not be penalised for their decision – we will continue to search for a suitable home for them.

Finding the best area

Work / vocational training

Information about where each member of the whānau works or attends a training institute. Key things to note:

- What's important in relation to work and the area we place them in.
- How they get to work (for example, do they have a car to get around?)
- Location of current workplace/vocational training.

School

The location of the school/pre-school is important, especially the level of disruption on the kids if they were to move schools.

Key things to note:

- Has school become particularly important to provide stability for the kids if they have had to move frequently?
- Understanding the comfort levels of the parents regarding transferring their kids to another school.
- Are the kids at special schools or have extra support in the classroom that are difficult to reassign?

- How do the kids get to school?
- Do the kids go to a kōhanga reo, kura kaupapa, or kura reorua?
- Do the kids attend another school/preschool to enhance their cultural/religious understanding?

Existing support agency network

It is important to understand the location of the applicant/customer's existing key support network, rather than medical conditions, etc. No health information is to be collected under this section. (Note: We need to be mindful of the information we are storing).

Key support people or organisations may include:

- Doctors/hospital
- Medical community services (for example, occupational therapy)
- Support workers (for example, Women's Refuge)
- Budgetary advisors
- Organisations providing wrap around services (for example, Salvation Army)
- Probation Officers

Also note down where the customer's existing key people are located. How often the whānau visit these key people as opposed to them being visited at home. Their means of transport, etc.

Community and social connections

This is an opportunity to note down who is important in the lives of our applicants/customers and their whānau, and how connected they are to a support network as this might have an impact on the best area/location for the applicant.

Key things to note:

- Whānau members who don't live with them, but whose lives are intertwined with theirs (for example, regular visitors, childcare, sharing regular meals, errands, transport, etc).
- Faith-based communities.
- Sports groups, cultural support networks, for example, marae, etc.
- Non-governmental organisations who provide general support to the whānau.

It is a good time to reassure our applicant/customer that gang affiliations/associations do not affect their eligibility to be housed.

- Whānau support network

- Community groups

- Cultural support

- Organisations supporting whānau

Any areas you don't want to live

This may include neighbourhoods where they have safety concerns because of certain affiliations or previous/current challenges they have faced whilst living within a community.

Finding the best home

Health and wellbeing needs

Information provided under this section will help determine property suitability based on the household's health and wellbeing needs (that is, managing stairs, wheelchair ramp to access the property, etc)

Check that applicant/customer has consent from their whānau to provide this information before proceeding.

- Health needs
- Cultural considerations
- Making sure everyone can get out in case of a fire

Note down their health and wellbeing needs. This could include (but is not limited to) the following:

- wheelchair access
- mobility needs relating to the home
- visual and/or hearing impairments
- requirements for a modified property (for example, bathroom)
- phobias and/or fears, triggers
- extra equipment required in the house or the need for level access. Take note if their health needs might impact on their ability to evacuate a property in the event of a fire.

Pets

Note any requirements for pets such as, fencing, outdoor space, and if the whānau have a service or support dog.

Advise the applicant/customer they will need to show proof of dog registration when they sign their tenancy agreement.

Key Trade-offs

It's important to get the applicant/customer input into the key trade-offs (that is, compromises they are willing to make) that will assist in deciding if a property is a suitable match for them.

The slide rules below will be a catalyst for a conversation about the importance of each of these dimensions.

Together, you can mark high or low importance on each consideration. Ask the questions: Are you prepared to wait longer for a home if it means that...

Proximity to public transport



Proximity to work / training



Proximity to existing schools



Importance of existing health support



Importance of existing support network



Importance of social network



Apartment / Complex living in suburban areas

Sometimes the applicant/customer is matched to an apartment or a property in a complex. Make sure to discuss what is important to the applicant/customer and their whānau when deciding on the best apartment that meets their needs.

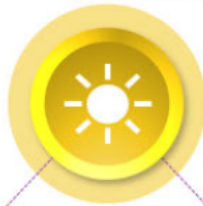
Stairs

Physical ability of everyone in the Whānau to use stairs, including for fire evacuation



Daytime sleeping

Need for day-time sleeping to support shift or night workers



Phobias

Fear of height and other fears that may impact on floor selection.



Parking

Need for parking, particularly for work vehicles



Space for kids

Safe space for preschool kids.

Support to live well

Identified future support needs

Provide details of any identified future support needs.

Agreed steps

Provide details of agreed steps with customer.

Follow up action

Provide details of any follow up action required.

Support to move

Setting up a new home

Record support the applicant/customer will need to help them move into their new home:

- Furniture
- Household items to set up a home
- Setting up utilities - power and broadband account
- Support with moving into new home (for example, furniture removalist)
- If the applicant/customer requires any support to move into their new home, refer the applicant to contact their Case Manager at Ministry of Social Development (MSD) for relevant assistance.

05-020 Not meeting tenant obligations – section 56

- **Note: make sure a total of 14 calendar days' notice is given from date of posting. Dates must allow for service times (an additional 2 working days for hand delivered or 4 working days if posted)**
- **For repair of damage see 05-250**
- **For money owing for rent/damage see 06-020**
- **For not meeting obligations of section 40(2)(c) — disruptive behaviour see 05-090**

@(Date)

(IF the tenant is not living at the property also send a copy to the service address if different to tenancy address)

@(Name)

@(Address)

@(Suburb)

@(CITY) @(POSTCODE)

Your customer reference: @(Cust_Ref_Number)

Kia ora @(Name)

Select Option 1, 2 or 3

Keeping to your tenancy agreement

Option 1 (not living at the property) When you signed your tenancy agreement, you agreed to live at @(property address) at all times. There is a high demand for public housing support in Aotearoa New Zealand — it is important those provided with public housing are living in that home.

We understand you may no longer be living at your home. If you are not living in your home, you are not meeting the conditions of your tenancy agreement. We are therefore giving you 14 days' notice to return to living in your home.

What you need to do

If you are still living in your home, please let us know.

If you are not living in your home, please return to living there by **@(date_14 days + either 2 or 4 working days from date of letter depending on delivery method)**. If this is not possible, please contact us so we can talk about it.

If you do not return to living in your home, or do not contact us by **@ (date_14 days + 2 or 4 working days from date of letter)**, we may apply to the Tenancy Tribunal to end your tenancy.

However, if you would like to end your tenancy, you need to give us 28 days' notice in writing. **END Option 1**

Option 2 (other breach of tenant responsibility excluding damage – already discussed)

When you signed your tenancy agreement, you agreed to **@(state section of the tenancy agreement that refers to the tenant obligation we are addressing, for example look after your home and grounds)**.

On **@(date)** we talked about **@(briefly record discussion, for example, the condition of your property, the long overgrown grass at your home, the car wreck)**. Unfortunately, this means that you are not meeting the conditions of your tenancy agreement. Therefore, we are giving you 14 days' notice to fix this. **END Option 2**

Option 3 (other breach of tenant responsibility excluding damage – unable to make contact) When you signed your tenancy agreement, you agreed to **@(state section of the tenancy agreement that refers to the tenant obligation we are addressing, for example look after your home and grounds)**.

We have been trying to contact you to talk about **@(explain reason for trying to contact, for example, the condition of your property, the long overgrown grass at your home, the car wreck)**. Unfortunately, this means that you are not meeting the conditions of your tenancy agreement. We are giving you 14 days' notice to fix this. **END Option 3**

IF Option 2 or 3 THEN What you need to do

- **@(list work required to fix breach, for example, mow the lawn)**
- **@(for example, remove the car wreck)**.

Please do this by **@(date_14 days + either 2 or 4 working days from date of letter depending on delivery method)**.

If you need help or more time to complete this, please call us on **0800 801 601**. We can talk about options and may be able to support you in other ways, including referral to support services.

If this is not completed, we may apply to the Tenancy Tribunal for an order to have it fixed. **END IF Option 2 or 3**

For all letters We need to visit you

IF Option 1 THEN We need to visit you to make sure you are living in your home. **ELSE IF Option 2 or 3 THEN** We need to visit you to make sure that this is completed. **END IF** We will visit you on:

Date @(meeting_day_date_month_year)

Time @(enter either a specific time or use the following format for a time range — between @(time_from) and @(time_to))

Please call us if you need to change the visit to another time.

You or another person who signed the tenancy agreement will need to be at home for this visit.

Making it safe when we visit

Please make sure any dogs at your home are securely tied up when we visit — they cannot be held on a lead. You can put your dog in a room or another space that can be securely closed.

If you would like to talk about how to secure your dog please call us. If dogs are not secure, we will not be able to complete the visit.

If you have any questions, please call us on **0800 801 601**. When you call, we will ask for your customer reference — @(Cust_Ref_Number).

We look forward to seeing you on @(inspection_date).

Nāku, nā

(Signature)

@(Senior/Housing Support Manager)

EITHER Senior Housing Support Manager **OR** Housing Support Manager **END EITHER**

1.6 Roles and Responsibilities

The following roles are involved in this process.

Role	Responsibilities
Housing Advisor	<p>Records a verbal intention to vacate from tenant.</p> <p>Instructs tenant about giving written notice and the vacation process.</p> <p>Emails Senior Tenancy Manager/Tenancy Manager using template PHO-038 'Notification of tenant vacation'.</p>
Senior Tenancy Manager/Tenancy Manager Void Specialist	<p>Records a verbal intention to vacate from tenant.</p> <p>Instructs tenant about giving written notice and the vacation process.</p> <p>Follows up on overdue written notices from tenants.</p> <p>Confirms the written notice to vacate with the tenant.</p> <p>Confirms the void in Kotahi on receipt of the tenant's written notice to vacate or the Kāinga Ora notice to vacate.</p> <p>Schedules, prepares for and conducts the pre-vacation inspection.</p> <p>Discusses with the outgoing tenant items that need to be repaired before moving out.</p> <p>Takes photos of damage.</p> <p>If necessary, asks the tenant to sign the damage to be charged declaration and agree on a payment arrangement.</p> <p>Emails the asset manager or Lease Manager/lease expiries manager using template 'PHO-012 Notification of future vacancy' or 'PHO-010 Notification of tenant vacation – not for re-let' to inform them the property is becoming vacant.</p>

Role	Responsibilities
	<p>Uses the Inspections Application on their mobility device to conduct the final inspection with the outgoing tenant (where possible) and collects the keys.”</p> <p>Stores photos and other required documents in Objective in the correct property file.</p> <p>Creates any ‘HANDS’ (Health and Safety) programme work orders for work such as changing locks or safety work such as pest control and rubbish removal.</p> <p>Creates the void scope (VSC) work order in Kotahi including any special instructions provided by the asset manager, Lease Manager or lease expiries manager.</p> <p>Actions the Ministry of Business, Innovation and Employment Bond refund form.</p> <p>Terminates the tenancy in Kotahi.</p> <p>Organises disposal or collection of abandoned goods as documented in ‘T-237 Abandoned goods guideline’.</p> <p>Uses the Inspection Application on their mobility device to complete the pre-let inspection after all work orders are complete, takes photos of the property and uploads all relevant documents to the shared drive.</p> <p>Monitors the condition of all void properties in their portfolio until tenanted, sold or redevelopment has begun.</p>
Asset manager	<p>Makes an investment decision for the void property, for example to maintain or remove from letting, to sell or redevelop.</p> <p>Reviews and if required updates the future use code for the property.</p> <p>Makes the decision about any tenant improvements at the property.</p>

Role	Responsibilities
	<p>Determines any special instructions for the property to be contained in the void scope work order, including Body Corporate instructions.</p> <p>Sets a cost threshold for repairs if required. If the threshold is exceeded, reviews the investment decision.</p>
<p>Maintenance Delivery staff</p>	<p>Manages void work orders.</p> <p>Refers scope back to asset manager for review if cost threshold is exceeded.</p> <p>Responds to any request for further work after the void work order is complete, but before it is tenanted.</p>
<p>Lease manager and lease expiries manager</p>	<p>Advises private owner of upcoming vacancy.</p> <p>Liaises with private owner and Maintenance Delivery staff about any identified maintenance work.</p> <p>Provides the Senior Tenancy Manager/Tenancy Manager/Void Specialist with any special instructions needed on the void scope work order, including the lease version number and Body Corporate instructions.</p> <p>Sets the void path.</p>

Out of Scope

2. Policy and Legislation

2.1 Policy Summary

- [Residential Tenancies Act \(RTA\) 1986.](#)
- [Public Records Act 2005.](#)
- [Privacy Act 1993.](#)

2.2 Policy context

Kāinga Ora tenants who are vacating their rental home are required to meet their obligations set out in the RTA.

Where the tenant causes damage to the property, the tenant is liable for the cost of the damage repair. However, where the property will not be repaired, Kāinga Ora will need to consider other ways of measuring the compensation payable by the tenant, to reflect the loss in value of the property. In these cases advice must be sought from the Legal Team.

If possible, Kāinga Ora tenants will be advised of debts or possible debts owing prior to vacating.

It is our policy that abandoned goods are not to be stored at Kāinga Ora premises.

Vacant days must be minimised through actively managing the vacation process of current tenants.

2.3 Business Rules

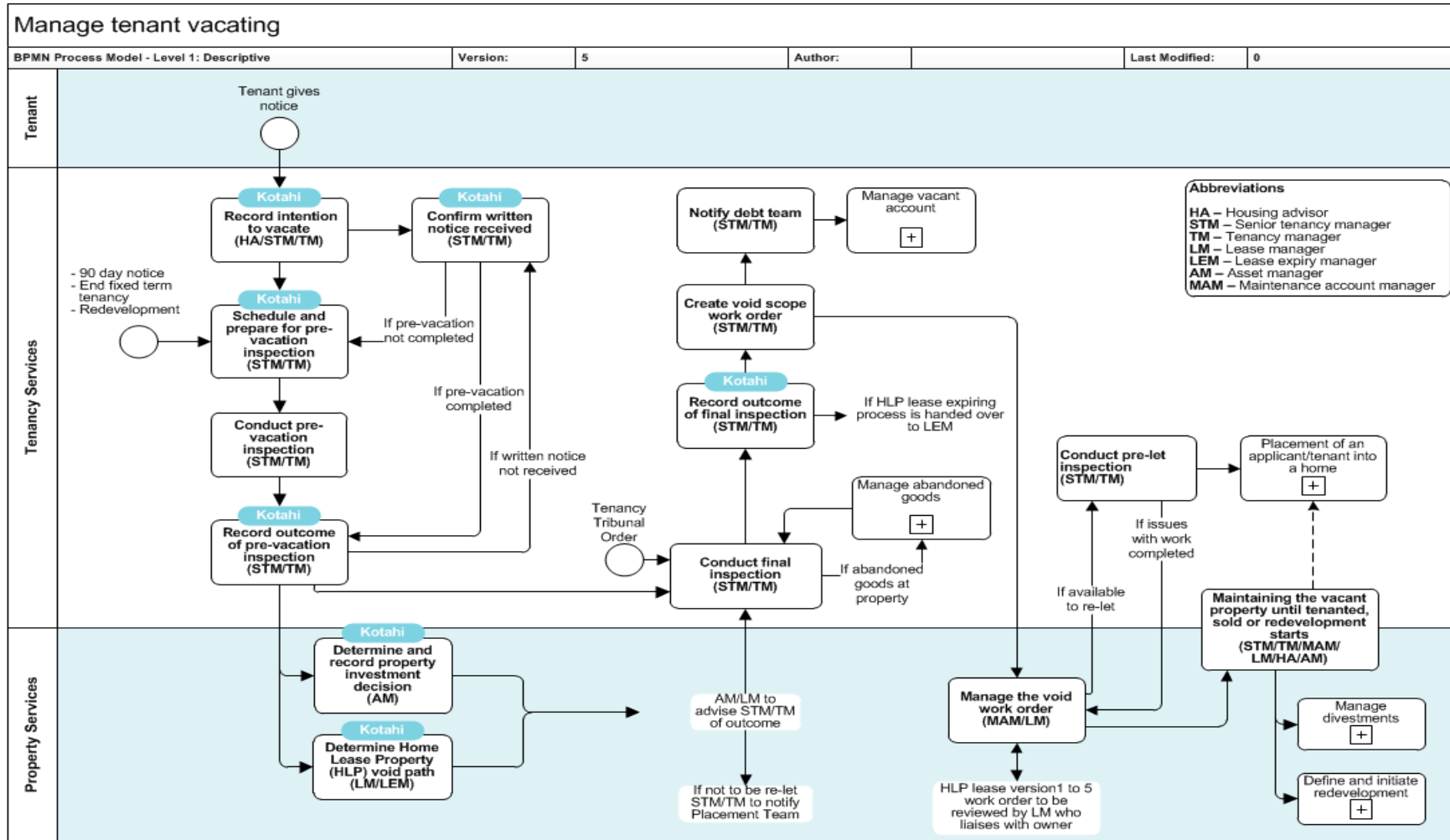
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ID	Rule
1	The pre-vacation inspection must be completed (where possible) as soon as practical after the date verbal notice is received (guideline two working days). Where possible, the tenant must be present at the pre-vacation inspection.
2	If damages are identified at the pre-vacation inspection, the tenant must be given the opportunity to remedy or repair these prior to their vacation date. Alternatively, they can make arrangements for Kāinga Ora to repair and to then reimburse Kāinga Ora for the repair costs.
3	The tenant is responsible for rent payments and their obligations under the RTA until Kāinga Ora obtains possession of the property.
4	<p>On receipt of the written vacation notice or at the pre-vacation inspection, Kāinga Ora must provide the tenant with:</p> <ul style="list-style-type: none"> • the 'Moving House?' fact sheet • a statement of the tenant's rental account as at date of vacation. This is the 'Tenant Statement' report from IDP (found in 'Tenancy Services My Dashboard 3.0.5' 'Operational Reporting'). The optional paragraph must be selected. <p>The tenant must be asked to provide verified bank account details so that any refunds due can be paid into their account.</p>
5	<p>The tenancy ends in the following situations:</p> <ul style="list-style-type: none"> • at the end of the notice period given by either party • on expiry of a fixed term tenancy (provided notice is given during the effective period if the fixed term is longer than 90 days) • the date specified in a Tenancy Tribunal termination order • on the death of a sole tenant, as agreed with a personal representative or next of kin or otherwise after 21 days' notice. See Manage death of sole tenant (CT-PRO-150) for more information on the death of a sole tenant.
6	<p>If the property is identified as modified but not recorded as modified in Kotahi, the Senior Tenancy Manager/Tenancy Manager must contact the asset manager and ask them to correctly record details against the property.</p> <p>The Senior Tenancy Manager/Tenancy Manager must also advise the Placement Team so applicants with modification needs may be matched against the property.</p>

ID	Rule
7	<p>Asset managers must review the future of the property and the level of investment that should be made. A cost threshold for repairs may be set if required. They must also identify any special instructions that may be required if the work at the property will be different to what is set out in the 'M-219 Void Scoping Guide for Kāinga Ora Vacant Properties'.</p>
8	<p>The notice period starts when either Kāinga Ora receives written notification from the tenant or the tenant receives written notice to vacate from Kāinga Ora.</p> <p>If Kāinga Ora serves notice, the notice period is usually 90 days. However, shorter notice periods are possible in some cases, such as where the property is uninhabitable, for a business initiated transfer or where the property is being sold.</p> <p>If the tenant serves notice, the notice period is 21 days. However:</p> <ul style="list-style-type: none"> • Kāinga Ora will start the notice period from the date of verbal notice provided the tenant provides written notice within three working days. If written notice is received after three working days, the notice period begins from the date the written notice is received. • shorter notice periods are possible in some cases, such as the two day notice period where a property is rendered uninhabitable other than by a breach of the Tenancy Agreement • if the tenant has a good reason to leave the premises within the 21 days, they may, with our written consent, return the keys to Kāinga Ora to bring the tenancy to an end. <p>Note:</p> <p>Should the notice period be reduced for any reason other than the written notice being received within three working days of the verbal notice, it must be approved by an Area Manager.</p> <p>See RTA – Service of documents (s136) and Interpretation (working day) (s-2) for more information on serving notice.</p>
9	<p>In terms of RTA s51, every notice from a tenant to terminate a tenancy must:</p> <ul style="list-style-type: none"> • be in writing (RTA s 51(3) (a)) • identify the premises to which it relates • specify the date by which the tenant is to vacate the premises

ID	Rule
	<ul style="list-style-type: none"> • be signed by the tenant giving the notice, or by the tenant’s agent/representative. <p>Note:</p> <p>Kāinga Ora is unable to accept notice via fax or email because it does not provide these options as part of the address for service in the tenancy agreement RTA s136(1)(d).</p>
10	If a property has been identified for redevelopment or sale, the Senior Tenancy Manager/Tenancy Manager must advise the asset manager when the property is vacant and Kāinga Ora has possession.
11	Once the Senior Tenancy Manager/Tenancy Manager receives notification from the asset manager that the property will not be re-let, the void path in Kotahi must be updated from a short term to a long term void and the appropriate void path selected. This will prevent the property from being available for matching.
12	<p>If a tenant asks to withdraw their vacation notice, they must submit the request in writing. Agreement will be at the sole discretion of Kāinga Ora which will consider such things as:</p> <ul style="list-style-type: none"> • has the property already been offered to another customer? • has the property been accepted by another customer?
13	All photos and relevant documents must be uploaded to IDP and saved in Objective as required.

3. Process map



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