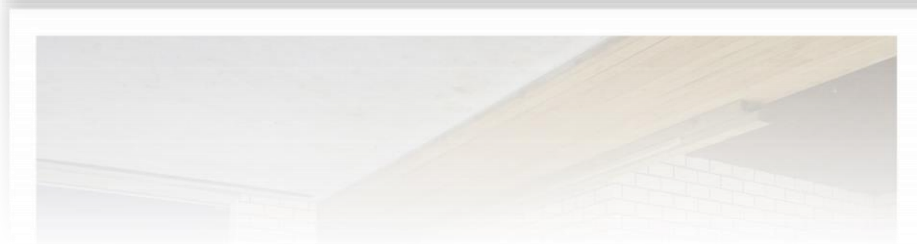


# Papakainga Rental Housing Policy

Omapere Taraire E & Rangihamama X3A Ahu  
Whenua Trust



## ***Table of Contents***

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**To be completed once the policies are signed off**

## 1.1 HOUSING ALLOCATION

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### PURPOSE

1. To aid the management decisions which will give effect to our long-term plans for housing on Trust land.
2. To identify affordable housing needs with the Trust Shareholders and Beneficiaries, and ensure housing is allocated on the basis of need.
3. To provide a measure of transparency to ensure that the administration of applications and allocation of houses is without bias and independently managed.

### ALLOCATION

1. All applications for Papakainga housing must be made on the ORT Papakainga application form. No verbal requests or incomplete applications will be accepted.
2. Valid photo identification must be provided at time of application.
3. ORT Papakainga applications are only received from the Trust's shareholders/beneficiaries whose well-being will be significantly improved by social and/or affordable housing.
4. A waiting list will be maintained for when a rental property is vacated and becomes available and will be allocated to the best applicant based on merit.

### CONFLICT OF INTEREST

All employees or governance members involved in the priority decision making process must register any personal or other relationship with an applicant being considered for housing, and must withdraw from any involvement in the process of prioritising housing for that tenant.

## 1.2 PAPAINGA RENTAL APPLICATION FORM

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This form will assist management in making an allocation decision. This process is intended to formally record the receipt of an application, the decision and rationale.

<b>Shareholder/Beneficiary No:</b>		<b>Date:</b>
<b>Applicants Full Name</b>		
<b>Current Home Address</b>		How Long have you lived here?
<b>What is the reason for leaving your current address?</b>		
<b>Date of Birth</b>		
<b>Photo Identification</b> <i>i.e. Drivers Licence Number, Passport Number, Firearms Licence</i>		Photocopy Required
<b>Contact Details</b>	Phone:	Mob No:
	Email:	Work No:
<b>Whanau Details</b>	Tane:	Tama:
	Wahine:	Kotiro:
	Kuia:	
	Koroua:	

<b>Shareholder Details</b>	<p>How are you a beneficial owner of this Trust?</p>  <p>Whose name are the ORT shares under?</p>	
<b>If the Shareholder is a Whanau Trust</b>	<p>How are you a registered beneficiary of this whanau trust?</p> <hr/> <p>Chairperson Name:</p> <hr/> <p>Chairperson Contact Number:</p>	
<b>Full names and date of births for all adults residing in the property.</b>	<p>Name:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>Date of birth:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
<b>Please provide two referees</b>	<p>1.</p> <hr/> <p>Contact Number:</p>	<p>2.</p> <hr/> <p>Contact Number:</p>
<p><input type="checkbox"/> I authorise the ORT Papakainga housing authorised agent to collect, retain and use this information for the purpose of Social Housing services; and to disclose information about me whether collected from me directly or from any other source for the purpose of providing or obtaining a credit reference.</p>		

<b>Signed:</b>	<b>Name:</b>	<b>Date:</b>
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## PRIVACY ACT 1993

Under the Privacy Act 1993 you have the right to ask for a copy of all information held about you and have the right to request the correction of any incorrect information.

ORT Papakainga will not use and disclose personal information obtained from you during the course of providing social housing services, and will not do any act or engage in any practice that would breach an Information Privacy Policy.

ORT Papakainga notifies individuals whose personal information ORT Papakainga holds that ORT Papakainga may in the course of meeting its reporting requirements provide information held to any government Department, and will comply with any direction, guideline, determination or recommendation made by the Privacy Commissioner in accordance with the Privacy Act 1993.

## 6.2. APPLICATION PROCESS

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Eligibility for tenancy is determined in accordance with the ORT Papakainga Allocation Policy.

### Applicants for ORT Papakainga housing should note the following:

- Any person 18 or over may apply on behalf of his/her household.
- An application must be in writing, on the ORT Papakainga application form.
- If the application form is incomplete and any of the supporting documentation is outstanding, the application will be deemed invalid and returned to the applicant for completion
- The applicant is required to notify the ORT Trust Office of any change in circumstances; for example, change of contact details, change of address, family size, income, so that the personnel file can be up-dated.

### You can obtain an application form for the ORT Papakainga housing by:

- Visit our website [www.omapere-rangihamama.com](http://www.omapere-rangihamama.com) to download the form
- Request a form in person, or by post/email from –

ORT Trust Office, 12 Mangakahia Road, Kaikohe;  
Telephone (09) 4053 551

Applications and relevant documents are accepted by email, post, or directly into the Trust Office during office hours.

### Processing Applications for Vacant Properties

1. Applications will be processed for eligibility within 10 working days of receipt of an application. If referees cannot be contacted, this process will take longer.
  - Submission of a completed Tenancy Application Form does not constitute acceptance of any offer to rent.
2. The applicant will then be advised and placed on a waiting list.
3. Once a vacancy is available, all eligible applications will be assessed for a decision.
4. The successful applicant will be notified and an interview/viewing will be arranged.

### Approval, Securing the property and Collecting the keys

1. If both parties agree to the tenancy, you will be required to sign a copy of the Tenancy Agreement and other relevant documents. All adult persons named on this agreement must sign the tenancy agreement prior to collecting the keys.
2. You will be required to pay a minimum of two weeks rent in advance and four weeks bond to secure the property.

***For further information contact:***

The ORT Trust Office: 12 Mangakahia Road, Kaikohe  
telephone (09) 4053 551: email: [o.rtrustees@extra.co.nz](mailto:o.rtrustees@extra.co.nz)

## **6.3. TENANCY ISSUES MANAGEMENT POLICY**

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### **PURPOSE**

The purpose of this policy is to set a standard practice for addressing tenancy issues with effective communication for the benefit of both the tenant and ORT Papakainga Housing.

### **Breach of Tenancy Agreement**

ORT Papakainga Housing authorised agent will manage tenancies in ways that are fair, transparent, effective and consistent with the Residential Tenancies Act 1986. The ORT Papakainga authorised agent will ensure that:

1. breaches are identified at the earliest possible time;
2. all alleged breaches of tenancy are investigated;
3. all breaches of tenancy are dealt with promptly; and
4. where possible, breaches are resolved without ending the tenancy.

### **Procedures**

The ORT Papakainga authorised agent will ensure that breaches are identified quickly and easily by regularly monitoring rent arrears, regularly inspecting properties, ensuring open communication with tenants, responding quickly to all concerns of tenants and neighbours and by keeping current and comprehensive records.

### **Methamphetamine Testing**

The ORT Trust promotes safe and healthy living conditions for all tenants, shareholders and their whanau who visit our Papakainga properties. All ORT properties should be free from illegal drugs at all times.

New Zealand law classifies Methamphetamine as a Class A controlled drug – a drug that poses a very high risk of harm – under the Misuse of Drugs Act 1975 with increased penalties for offenders importing, manufacturing and distributing the drug.

Under the Residential Tenancies ACT 1986 (RTA) Section 45 (1) (a), a landlord is obligated to provide premises in a reasonable state of cleanliness, therefore all ORT properties will be tested for methamphetamine prior to the commencement of a new tenancy and upon the termination of every tenancy.

The following clauses and extra conditions will be added to each new Tenancy Agreement

- a) The Tenant/s acknowledges that the ORT has had a professional methamphetamine test carried out at the premises by [name of professional provider] on the \_\_\_day



of \_\_\_\_\_20XX, prior to the commencement of this tenancy agreement. The professional testing results provided to me shows a negative result throughout the premises for methamphetamine or chemicals involved in the manufacture or use of methamphetamine

b) The Tenant/s acknowledges and agrees that methamphetamine testing may be carried out during the course of the tenancy as a part of the property inspection process (refer to Section 48 of the RTA).

c) The Tenant/s understands that methamphetamine testing may be carried out at the premises upon the termination of this tenancy within a reasonable timeframe and prior to a new tenancy commencing.

d) The Tenant/s understands that the Landlord reserves the right to claim any costs connected with the manufacture or use of methamphetamine at the premises via a Tenancy Tribunal application.

Any breach of the above conditions, will be treated as a Serious Breach, and dealt with accordingly.

ORT Trust is committed to adhering to this section of the Act, ensuring we provide healthy properties free from contamination of all illegal drugs including methamphetamine and pre-cursor drugs,

### **Minor Breaches**

The ORT Papakainga authorised agent should decide if discussing the minor breach at the earliest opportunity with the tenant might resolve the issue.

### **Actionable Breaches**

Where the ORT Papakainga authorised agent has already tried to resolve a breach with a tenant and the breach continues, the authorised agent will issue a 14-day notice, with an explanation. This action is appropriate in cases where a tenant has done something similar before, or repeatedly breaches their tenancy.

### **Serious Breaches**

In situations of immediate danger or where there is harm to the property, the authorised agent may make an application to the Tenancy Tribunal for an urgent hearing to seek an Immediate Possession Order. In these cases, the authorised agent must seek approval from the Board of Trustees prior to seeking an urgent hearing.

### **Deciding what to do about a Tenancy Breach**

Use Table 1: "How serious is the breach?"

Below is a tool for deciding how breaches will be dealt with. The ORT Papakainga authorised agent should at all times resolve to save the tenancy.

## Practical steps for all breaches:

### 1. Inform the tenant of the known or alleged breach asap, verbally and also in writing.

- 1.1. Ask for compliance with the terms of their tenancy agreement; this could be in the form of a reminder, a warning or an explanation.
- 1.2. Advise the tenant what they can do to put things right and by when they must do this (ie 14 days' notice).
- 1.3. Advise the tenant where they can get independent assistance and what they can do if they disagree that a breach has occurred.

### 2. If the tenant agrees the breach is occurring:

- 2.1. Make sure the tenant has fully understood the nature of the breach.
- 2.2. Put the terms of the compliance agreement in writing
- 2.3. follow up to make sure the tenant has complied in the way you agreed.

### 3. If the tenant disputes the breach:

- 3.1. Advise the tenant whether you believe a breach has occurred, and if so, what they must do about it
- 3.2. Give the tenant information about the complaints procedure.

### 4. If the dispute is serious, becomes serious, or is continuing and unresolved:

- 4.1. Decide whether to issue a Notice to terminate – 90 days
- 4.2. Decide whether to make an application to the Tribunal – after 14-day notice to remedy is not complied with.

### 5. In all cases, check that:

- 5.1. A written record is kept of everything that happens, from the moment a breach is identified – include dates, people involved, agreements etc.
- 5.2. Tenants and others affected by the breach, are informed in writing about what is happening and what they can or should do
- 5.3. All allegations are investigated
- 5.4. The accuracy of records is reviewed if a tenant disputes something
- 5.5. Sensitivity has been used when responding to individual needs and circumstances e.g. take into account domestic violence, mental health, stress, age inexperience, ill health, language and literacy ability, intellectual ability, physical and sensory ability, experiences of discrimination and oppression, past experiences of tenancy problems

How serious is the breach?	Examples include	What should you do?
1. <b>Minor</b>	Rent arrears less than 4 weeks.	Early intervention to resolve the problem
2. <b>One-off breach</b>	Damage to the property for which the tenant admits to/accepts responsibility.	Send a 14 Days' Notice and advise about consequences.  Visit tenant and communicate

	One-off noise and disturbance of other tenants e.g. a loud party.	positively to reach an agreement.
<b>3. Breach not remedied within time requested.</b>	No response to rent arrears letters.  Refusal to pay for damages or remove rubbish i.e. car wrecks  Continued disturbance.	Issue Notice to Terminate (NTT) or make Tenancy Tribunal Application once 21days in arrears.  Write and explain what the tenant can still do to remedy the situation.  Offer positive solutions.
<b>4. Breach not remedied when NTT expires</b>	Rent arrears still rising (or not reduced as requested).  Agreement to remove rubbish, repay rent arrears or damages not kept.  Further complaints from neighbours.	Application to the Tenancy Tribunal (TT) for Order of ( <i>particular reason</i> ).  (The aim is to maintain the tenancy if at all possible).  Offer positive solutions.
<b>5. Serious harm or damage being caused to people or to the property</b>	Violence to another tenant or neighbour, or Landlord  Property being seriously and persistently damaged.	Application to the Tenancy Tribunal for: Immediate Order of Possession.  (The aim here is to end the tenancy quickly because the risks of continuing are too great).
<b>6. Breach of an Order</b>	Not keeping rent repayments agreed at Tenancy Tribunal.  Further damage caused to the property.  Further complaints.	Application to the District Court for: Order of Possession.  (The aim is to end the tenancy because all other action has failed).
<b>7. If property not vacated after Order of Possession.</b>	Tenant still in occupation on date possession granted.	Application to the District Court for Warrant of Possession.  (The aim is to have the property vacant as soon as possible).

## 6.4 LETTER TEMPLATE – TENANCY BREACHES

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### LETTER TEMPLATE – TENANCY BREACHES – 14 DAYS NOTICE

[Date]

[Tenant's name]

[Tenant's address]

Dear [Tenant's name]

Tenancy at: [Enter tenant's address]

I am writing to let you know that you have not kept to your tenancy responsibilities by:

[Enter reason/s]

This letter is not an eviction notice. It is a notice giving you until [Enter date – 14 days\* from but not including today] (the Remedy Date) to remedy the situation by doing the following:

[Enter description of what tenant needs to remedy]

I can apply to the Tenancy Tribunal to end your tenancy if this is not remedied on or before the Remedy Date.

Please contact me if you have any questions.

Yours sincerely

## 6.5 RENT ARREARS

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1. In the event of any tenant falling into rent arrears, all necessary steps will be taken to reach agreement with the tenant on the recovery of such arrears. Failing such an agreement being reached, the ORT Papakainga Housing authorized agent will take action, if necessary, through the Tenancy Tribunal (TT), to recover possession of the rental property.
2. In dealing with all matters of arrears, a sensitive approach will be adopted to any financial difficulties being experienced by a tenant with a view to maintaining the tenancy; and if appropriate, will refer the tenant to a support service for financial or other counselling or assistance.
3. However, for the viability of the portfolio and well-being of the whole papakainga rental arrears cannot be left unchecked.

### Procedures

The ORT Papakainga Housing authorized agent will examine the rent status of each tenant to ensure that potential arrears are picked up as quickly as possible. The following procedures are to be undertaken each week when the arrears report is printed.

1. Highlight all tenants who are in rental arrears of 14 days or more.
2. Establish if the arrears are going up or down, and if any previous agreement is being met.
3. Check to see what was the last action taken and if any letters have been sent, and if the tenant has responded.
  - The next action taken will be based on the assessment of the tenant's rent history, their known circumstances, the seriousness of the arrears, the last step taken and the agreed arrears-management process.
  - Follow the steps "*BREACHES OF TENANCY AGREEMENT: Practical Steps for all Breaches*".
4. All steps must be followed as outlined to ensure proper records are maintained which will assist if a TT hearing is required. The letter template below "*Letter Template – Rent Arrears*" will be used when corresponding with tenants for arrears and debt management.

## 6.6 LETTER TEMPLATE – RENT ARREARS

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### LETTER TEMPLATE – RENT ARREARS – 14 DAYS NOTICE

Date:

Tenant's Name:

Tenant's Address:

Dear

Tenancy at:

This is not an eviction notice. This is a 14 days' notice regarding rent arrears. Your rent is behind by \$..... This is a breach of the Residential Tenancies Act 1986 and our Tenancy Agreement.

The last payment received was \$..... on / / . You are required by law to pay rent when it is due.

Please pay \$..... by / / (14 days from but not including today\*).

You will also need to pay your current rent due on / / to bring your rent payments up to date.

Please call me on ..... or email ..... to discuss arrangements for you to pay the outstanding rent.

If you do not make this payment in the next 14 days, or make an arrangement with me to pay, I can apply to the Tenancy Tribunal to end your tenancy, and for you to pay all the rent owed.

I enclose a copy of your rent record for you to check with your bank statements or receipts.

## 6.7 GOOD NEIGHBOUR POLICY

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1. The ORT Papakainga housing and/or the authorized agent will assist tenants to live in harmony with their neighbours. This policy is aimed at promoting a more peaceful environment in the community by dealing with any issues of nuisance, annoyance (including amenity), harassment, violence and criminal behavior as they occur.
2. Tenants have the right to lodge complaints about individuals who disturb their right to the quiet enjoyment of their home; they are also obliged to abide by the conditions of their Tenancy Agreement.
3. Where there is conflict between a tenant and neighbours, they will be encouraged to sort out the problems for themselves first, and then seek mediation.
4. Complaints about any tenant will be investigated where there is an alleged breach of the Tenancy Agreement. If the complaint is substantiated, the tenant will be given the opportunity to remedy the breach. In this instance, the ORT Papakainga housing authorised agent will follow the processes set out in the Breaches of the Tenancy Agreement policy.

## 6.8 ABSENCE FROM DWELLING POLICY

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ORT Papakainga Housing will endeavor to meet the needs of its tenants and when a property is provided, it is expected that the tenants will live in the property.

Tenants who plan to be away from their properties for more than a set period of time, as determined by the ORT Papakainga Housing authorised agent, must apply in writing for approval from the ORT Papakainga Housing authorised agent (even if other people will be living in the home). The authorised agent will assess each case based on the circumstances.

**Such assessments will consider that:**

1. The rent will be paid
2. The property will be looked after
3. There is good reason for going away

**Good reason for going away would include:**

4. Caring for sick/frail family members
5. Hospitalisation, institutional care, nursing home care or rehabilitation
6. Employment, education or training



## 6.9. COMPLAINTS PROCESS

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Most issues can be resolved through discussion, however if the issues cannot be resolved, the process for complaint is as follows:

1. Tenant to lodge a letter of complaint addressed to the ORT Papakainga Housing authorised agent. A letter confirming receipt of the complaint will be returned to the tenant as soon as practicable.
2. The Authorised agent will make a decision within delegations, normally within 21 days of receipt of the complaint.
3. A decision will then be communicated to the tenant.
4. If you are not satisfied with the authorised agent's decision, the tenant should then lodge a letter of complaint with the Board of Trustees, with the same process to occur as above.
5. If you are still not satisfied, the tenant may lodge a letter of complaint with the Tenancy Tribunal.

## 6.10 RENT SETTING POLICY

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### PURPOSE

The purpose of this policy is equally to:

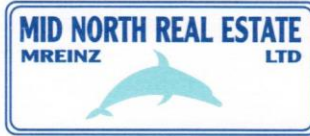
1. Introduce rent setting rules that ensure the financial viability of ORT Papakainga Housing
2. Ensure rents are set at a level that is affordable for tenants

### Rental Setting

1. The rent must be priced so that the tenant and household are able to meet other essential basic living costs.
2. For the ORT Papakainga Housing to remain financially viable and grow the Income Related Rent subsidy, similar to that available to Housing NZ, must be available to ORT Papakainga Housing.
3. The value of market rent must be appropriate to the quality of the rental property, as well as location.

# 6.11 MID NORTH REAL ESTATE MANAGEMENT CONTRACT

138 Broadway  
P.O. Box 614  
Kaikohe  
Bay of Islands  
New Zealand



THIS BUSINESS IS INDEPENDENTLY OWNED AND OPERATED

Telephone 09-401 0895  
Facsimile 09-401 0897  
Email: midnorthrealestate@xtra.co.nz  
Website: www.midnorth.co.nz

## AUTHORITY TO ACT AS LETTING AGENT

BETWEEN ..... RANGIHAMAMA X3A & OMAPERE TARAIRE E TRUST ..... "The Owner"  
AND MID NORTH REAL ESTATE LTD "The Agent"

THE OWNER HEREBY APPOINTS THE AGENT to arrange tenancies of The Owners property described in the Schedule hereto on the following terms and conditions.

- 1.0 The Agent is empowered to:
  - 1.1 Arrange tenancies as necessity arises and sign tenancy agreements on behalf of The Owner.
  - 1.2 Collect initial rental on each tenancy to be no less than ONE weeks rental and deposit the moneys with The Owner as set forth in the Schedule hereto or as from time to time notified in writing by The Owner.
  - 1.3 Collect a bond in respect of each tenancy to be not less than THREE weeks rental and deposit the bond moneys with the Tenancy Services Division of the Ministry of Housing.
  - 1.4 To pay rental and the bond moneys into the trust account of The Agent and to disburse the same after expiration for the period of ten days as prescribed in The Real Estate Agents Act 1976.
- 2.0 The Owner acknowledges that any tenancy arranged in respect of the property will be made pursuant to and will be subject to the Residential Tenancies Act 1986.
- 3.0 This appointment is exclusive to The Agent for a period of UNTIL FURTHER NOTICE days from the date or dates on which the property is from time to time available for rental.
- 4.0 The Agent shall deduct commission from funds received at a rate of 8 % + GST.
- 5.0 The Agent shall not be liable to The Owner for any default in payment of rent or other moneys due by the tenant or any damage caused to the property by any tenant.
- 6.0 The Agent shall be entitled to charge a letting fee equivalent to one week's rental + GST on the arranging of each tenancy such fee to be paid by the tenant/landlord.
- 7.0 The Agent or any person employed by it or acting on its behalf, shall not be liable for any injury or accident suffered by any person in or about any property managed by it in terms of this Authority.

## THE SCHEDULE

- 1.0 Owner's full Name and Address. Rangihamama X3A & Omaperere Taraire E Trust -  
P.O. Box 4053551
- Phone (Home) ..... (Bus) 4053551 ..... (Fax) ..... Email .....
- 2.0 Address of Property subject to this Authority as attached schedule -
- 3.0 Initial weekly/monthly rental shall be: \$ as attached -
  - 3.1 Rents collected to be paid by cheque to The Owner's Address .....
  - Or to Bank Account No.: .....
- 4.0 The property is available for sale: Yes/No
- 5.0 There is a metered/bore water supply to the property.
  - 5.1 Tenant will be responsible for metered water charges: Yes/No No
  - 5.2 The property is on a town sewerage/septic tank waste system. no dogs
- 6.0 Tenants shall not be allowed any pets, including birds or fish, in or about the property unless approved in writing by The Owner or The Agent.
- 7.0 Tenants may smoke within the premises: Yes/No
- 8.0 The maximum number of persons who may reside in the premises is 5-6.
- 9.0 The Agent is authorised to arrange repairs and maintenance as required on the property.
- 10.0 The Agent is authorised to pay on behalf of the owner any accounts for repairs. The Agent shall deduct the repair costs from rental money received.

Dated this 25th day of June 2008

Signed by the Owner

*Alvin Tassur*

Signed by and on behalf of The Agent

*[Signature]* / RENTAL PROPERTY MANAGER

## 6.12 INSPECTIONS POLICY

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### PURPOSE

Papakainga Housing recognises that one of the most important aspects of asset management and maintaining a positive rapport with tenants is the inspections of its properties.

1. The ORT Papakainga Housing authorised agent shall conduct three (3) monthly inspections to determine if the dwellings and infrastructure are in good working condition.
2. The ORT Papakainga Housing authorised agent will also perform Property Entry Condition Reports and Move-Out Inspections, Warranty Inspections, Special and Emergency Inspections.
3. To the greatest extent feasible, tenancy inspections will be scheduled in such a manner as to allow the tenant to be present during any inspection.
4. All tenants will be given 48-hours' notice prior to scheduled inspections.
5. In case of an emergency, the ORT Papakainga Housing authorised agent shall have the right to enter the dwelling without prior notice to the tenant if the authorised agent reasonably believes that an emergency exists.
6. Warranty inspections shall be performed on all papakainga housing at least once before warranties on the dwellings and/or equipment have expired.
7. Property Entry Condition inspections shall be performed before the dwelling is occupied with the incoming tenant present. Any deficiencies shall be noted on the inspection form of the Tenancy Agreement and should be repaired prior to occupancy.
8. A Move-Out inspection will be performed on the date actual vacating occurs. To the greatest extent feasible, these inspections will be scheduled so that the tenant is present, or have a representative of legal age present during these inspections.
9. If damages are the result of tenant abuse or neglect, the tenant will be responsible as per the Residential Tenancies Act 1986.

## 6.13 PROPERTY INSPECTION PROCESS

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The following steps should be taken to avoid any issues occurring:

1. Routine inspections of Papakainga Housing will be carried out three (3) monthly.
2. Provide adequate notice; at least 48 hours' notice must be given to the tenant before conducting an inspection.
  - 2.1. Write a letter to the tenant advising of the inspection date and time.
  - 2.2. At the time of signing the Tenancy Agreement, the authorised agent will advise the tenant of routine three (3) monthly inspections, explaining the process to them.
3. Inspections must take place between the hours of 8.30am and 7.00pm.
  - 3.1. The tenant's presence will be strongly encouraged.
  - 3.2. If the tenant cannot be there, ask them to leave a note of any specific things they want you to look at; general concerns with any feedback they may have.
4. If no issues arise from the inspection, thank and commend the tenant for taking good care of the property.
5. If an issue, unreasonable wear and tear or concerning damage arises:
  - 5.1. Express that the tenant is responsible for any damage they or the visitors cause
  - 5.2. Explain the tenant's responsibilities under the tenancy agreement
  - 5.3. Request the tenant fix what is required and return on an agreed date to check the work has been carried out to a satisfactory level. If the work is not carried out, give the tenant a 14-day notice advising them of what needs to be done and what date the re-inspection will take place.
  - 5.4. If the tenant is not willing to comply, or come to some arrangement to resolve the matter, an application can be filed with the Tenancy Tribunal for tenant compliance.
6. Through this process, accurate records and copies of communication must be kept on the tenant's file.

## 6.14 REPAIRS AND MAINTENANCE

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### PURPOSE

- This policy aims to ensure that: ORT Papakainga Housing acts as a responsible landlord within the available resources
- ORT Papakainga Housing asset value is maintained.

### ORT Papakainga Housing Responsibilities:

ORT Management will develop an annual routine and planned maintenance programme that will enable estimations of resources needed. The following components should be included:

1. A benchmark property maintenance standard.
2. An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turnaround, inspection requirements and resident on-demand work.
3. An estimate of the ongoing cost of operating the property at the maintenance standard.
4. Any capital improvements (upgrade) required and a timeframe/cost estimate to provide the specified capital improvements.

5. In creating this programme, ORT management will take into consideration the impact of the programme on the tenant, budgetary constraints and the long-term impact of not maintaining or upgrading the property.
6. Major works should be done when the property is vacant; if this is not possible, the tenant will be given two weeks' notice prior to the contractor carrying the work.
7. Vacated properties will receive any required urgent or priority maintenance and necessary cleaning before they are re-tenanted.

## **Tenant Responsibilities**

1. Tenants are expected to keep their home and grounds in a clean and tidy condition and are required to report damage or any items that need repair within three days of the occurrence.
2. Where the property has been damaged maliciously or through neglect by the tenant or the tenant's visitors, the costs of the damage will be borne by the tenant.

3. To ensure a timely service, when the tenant reports the issue, they will give the authorized agent the following information:
  - 3.1. Name, address and current telephone number
  - 3.2. A description of the problem and whether the problem has been reported before
  - 3.3. When a tradesperson can access and fix the problem.
4. The tenant will allow reasonable access in order to assess the condition of the property and to carry out the necessary maintenance.
5. Tenants are expected to leave the property in the same condition as recorded in the Residential Tenancy Agreement at the end of the tenancy.
6. Tenants have the right to appeal to the Tenancy Tribunal to have their case heard when not satisfied with the standard of maintenance or condition of their home.

### **Normal Repairs & Maintenance**

All normal repairs and maintenance will be carried out as identified and prioritized. The ORT Papakainga Housing authorized agent will organise the work to be carried out for repairs and maintenance. ORT Management will make payment only after ensuring the work has been completed to a professional and acceptable standard.



**MANAGEMENT PHASE RISKS**
**TO BE REVIEWED**

The Risk	Likelihood	Impact	Score	Priority	Strategies	Responsibility
<b>Financial Management</b>						
Operational cash-flow difficulties / liquidity	2	5	10	3	<ol style="list-style-type: none"> <li>1. Review planned maintenance timetable to ensure that work is spread evenly throughout year.</li> <li>2. Management to report on Financial Performance Stds. to Board meetings.</li> </ol>	Committee
Rent arrears blow out	3	4	12	3	<ol style="list-style-type: none"> <li>1. Management to review arrears monthly</li> <li>2. Report to Committee &amp; Board meetings</li> <li>3. Review arrears policy to ensure earlier action</li> </ol>	Property Manager
Poor operational cost control	2	5	10	3	<ol style="list-style-type: none"> <li>1. Management to review monthly budgets</li> <li>2. Report to Committee &amp; Board meetings</li> <li>3. Additional training where required.</li> </ol>	Admin
Vacancy rates are higher than the national long-run average (MBIE stats.)	2	4	8	2	<ol style="list-style-type: none"> <li>1. Ensure that the properties are most appealing to tenants by keeping them maintained at a high level of amenity &amp; a quality standard.</li> <li>2. Maintain a waiting list.</li> </ol>	Property Manager  Admin
Insurances not kept up to date.	2	5	10	3	Management & Accountant to review annually.	Accountant
<b>Compliance</b>						
Breach of Residential Tenancy Agreement or Residential Tenancies Act	2	5	10	3	Follow the Tenancy Issue Management Policy.	Property Manager
IRD problems arise – with taxation	2	5	10	3	<ol style="list-style-type: none"> <li>1. Quarterly review of accounts by the accountant.</li> <li>2. Management &amp; Accountant to work with Tax agent to rectify problems.</li> </ol>	Accountant
Health and Safety risk.	3	3	9	2	Review Health & Safety procedures and policies.	Committee
<b>Governance</b>						
Lack of appropriately skilled (Housing) Board members.	4	2	8	2	The Board to create an advisory committee of skilled individuals.	Board
Board Turnover	4	2	8	2	The Board to create an advisory committee of skilled individuals.	Board

<b>Management</b>						
Lack of appropriate skills necessary for Housing Management in-house.	4	4	16	4	1. Until skills are at an appropriate level, in-house admin will work with current property manager to gain experience. 2. Management to undertake training.	Committee
Excessive work load leads to staff burn out.	4	3	12	3	1. Conduct regular performance reviews. 2. Act on the recommendations of the performance review.	Committee
<b>Property Management</b>						
Properties discovered to be in very poor condition at tenancy turnover.	3	4	12	3	1. Scope prior to handover and get necessary work done.	Property Manager
Contractors fail to perform on maintenance contract.	2	2	4	1	2. Include a retainer clause in the contract.	Property Manager
<b>Housing / Tenant Management</b>						
Duty of care to tenants is not met.	2	5	10	3	1. Identify the issue and cause as early as possible. 2. Review policies to ensure as far as possible that the issue does not re-occur.	Property Manager Committee
Tenant grievances and appeals.	2	4	8	2	1. Identify & resolve the grievance as soon as possible. 2. Review policies to ensure as far as possible that the issue does not re-occur.	Property Manager Committee

