

CODE TEXT FROM MAIN TRANSITIONAL HOUSING SERVICES AGREEMENT

A3: Healthy and Safe Housing

Warm and dry

1. You will ensure Properties:
 - a. between 1 July 2023 and 1 July 2024:
 - i. are warm, with heating available at a minimum in the main living area;
 - ii. do not have an open fire or unflued combustion heater as a heating source;
 - iii. have draught-stopping in place to block any draughts;
 - iv. are clean, tidy and dry, with no evidence of mould at the start of a Household's stay;
 - v. are pest free, with measures in place to deter any external infestation;
 - vi. have all relevant consents and are compliant with all relevant laws;
 - b. post 1 July 2024:
 - i. meet the Healthy Home Standards;
 - ii. are clean, tidy and dry, with no evidence of mould at the start of a Household's stay;
 - iii. are pest free, with measures in place to deter any potential infestation;
 - iv. have all relevant consents and are compliant with all relevant laws.
2. Despite clause A3:1b, You will prioritise ensuring Properties meet the Healthy Home Standards as soon as reasonably practicable.

Accessible and safe

3. You will ensure Properties contain sufficient space and are physically accessible for the Household members occupying them.
4. You will also take all reasonable steps to ensure Properties are physically safe for the Household members occupying them.
5. To meet Your obligations under clauses A3: 3 and 4 above and to the Household, You will:
 - a. make reasonable temporary changes or add equipment (such as a portable ramp and or pēpi-pod), where those changes or equipment:
 - i. could either be left in place without issue or be easily removed without damage at the end of the Household's stay; and
 - ii. do not breach any obligation or restriction imposed by a lease, by-law, a planning or body corporate rule, or covenant;

- b. ensure suitable audible alarms activated by smoke are installed in Properties that either meet or exceed the substantive requirements of the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, with You being responsible for the replacement of batteries.
6. You will undertake decontamination for methamphetamine residue where levels exceed 15ug/100cm² and otherwise comply with regulations regarding the management of methamphetamine contamination in rental housing.

Maintenance and repairs

7. You will ensure Properties are provided and maintained in a good state of repair having regard to their age and character.
8. You will maintain a 24/7 notification point which allows Households to notify You of any Damage to Properties or a need for repairs.
9. You will address serious Damage and repair issues that impinge on the safety and security of the Household with urgency. In all other cases, You will respond to the Household as soon as reasonably practicable but within 2 Business Days, with a plan and remediation response time.

A4: Pleasant Living Environments

Encouraging an environment of respect, comfort and privacy

1. You will encourage an environment of respect at Your Properties and between You, Your staff/contractors, Households, visitors to the Properties and neighbours. In doing this You will also actively encourage inclusive communities.
2. You will:
 - a. have policies and procedures to actively manage and mitigate any anti-social or disrespectful behaviour on the part of Your staff/contractors, Households and visitors to the Properties;
 - b. use Your experience to de-escalate incidents, and call the Police if, in Your judgment, the circumstances require this; and
 - c. treat all complaints of anti-social or disrespectful behaviour seriously and sensitively.
3. You will conduct Property inspections, any contaminant testing/sampling, and any work to conduct maintenance or repair Damage or for the purposes of complying with or preparing to comply with the Healthy Homes Standards, between 8am and 7pm, having given 48 hours' prior written notice to the Household. Emergency repair work may occur outside of these hours and without notice.
4. You will not undertake Property inspections more frequently than once in any 2-week period, with You moving to longer periods between inspections based on Your experience of the Household.

5. You will not give written notice for contaminant testing/sampling more than 14 days before You intend to enter.
6. You will not otherwise interfere with the reasonable peace, comfort or privacy of any Household, except in an emergency or where You need to conduct a welfare check. You will also take all reasonable steps to ensure none of Your Households interfere with the reasonable peace, comfort or privacy of others.

Facilities essential for health, security and comfort

7. You will ensure that Properties provide Households with access to facilities essential for health, security and comfort, for example:
 - a. safe drinking water, sanitation, washing facilities and refuse disposal;
 - b. lighting, cooking facilities and if not on site, laundry facilities that are within walking distance;
 - c. sufficient furniture, whiteware, kitchen utensils, cookware, linen and towels (where needed) for temporary residential use.

Storage of belongings

8. You will allow Households to bring belongings with them that they will use during their stay or that have special meaning, for example photos.
9. You will also assist them in co-ordinating storage for other household items that they wish to keep.

A5: Transparent and Fair Exit Processes

Policies regarding exit

1. You must have clear policies regarding the exit of Households from Properties that accord with Good Industry Practice.

Damage and Security Deposit Claims

2. You must take photos (or videos) clearly showing the condition of Properties:
 - a. prior to the commencement of each Household's stay, and include them in the Household's Housing Agreement; and
 - b. on the day of a Household's exit or on the day You are made aware of an exit, whichever comes first.
3. If on comparing the exit photos to those taken at the beginning of the Household's stay You believe Damage has occurred and You wish to make a claim on the Household's security deposit, you must:
 - a. notify the Household that You intend to make a claim;
 - b. seek the Household's agreement to the claim;
 - c. then:

- i. if the security deposit is held by MSD, lodge a claim with MSD within 20 Business Days of the Household exiting their Property (or such other period agreed with MSD) for an amount; or
- ii. if the security deposit is held by You on trust, withdraw an amount from those funds;

equivalent to the actual and reasonable costs of repairing the Damage (up to a maximum of \$2000), acknowledging that if a dispute needs to be worked through this will take time.

4. If a Household does not agree to the claim being made then You will need to resolve the matter via Your dispute resolution processes and/or the Independent Dispute Resolution before the claim can be processed.

Early Exits

5. You agree that:
 - a. security of tenure is important for Households;
 - b. Households should, if at all possible, remain in their Properties until a longer-term permanent housing solution has been identified by, or for, them and You will work with Households to ensure early exits only happen where necessary; and
 - c. an early exit may occur where the Household has moved to alternative housing, the Household or a Household member has died, the Property has been abandoned or there has been a breach or breaches of the Housing Agreement that:
 - i. are so serious, they raise immediate or on-going concerns for the safety of the Household or others; or
 - ii. are sufficiently repeated and disruptive so as to indicate that the Household is unwilling to comply with key obligations or to engage with the Support Services, despite reasonable attempts by You to work with them on these matters.
6. If an early exit is initiated by You, You will help ensure that the Household is not being exited into homelessness by:
 - a. notifying MSD as early as possible and, where feasible, before the exit occurs; and
 - b. except in the most exceptional of circumstances, exiting the Household as close to 10am as possible and not on weekends or public holidays so that Households have time to engage with MSD.
7. Where a member of Household dies during their stay, You must notify the Police, MSD and Oranga Tamariki (if relevant). You will work with the remaining members of the Household to determine if they wish to stay in the Property and if needed, store any belongings for 21 days to allow for collection by next-of-kin.
8. You must notify the Police and Oranga Tamariki on becoming aware that an adult Household member has abandoned a child in their care.

A6: Resolving Issues

Issue Resolution

1. You will have a formal process for receiving, considering and resolving complaints that is consistent with the MAIHI principles set out in clause 3.2 of the Relationship Agreement and ensures the support and safety of the complainant throughout the process.
2. You will include within Your process the ability for issues to be escalated by You or the Household to the Independent Dispute Resolution service funded by HUD.

A7: Housing Agreements, Inductions and Rules

Housing Agreements

1. You will have a plainly worded written Housing Agreement in place with each Household that:
 - a. includes all the matters required by the Operational Guidelines; and
 - b. may include terms in addition to those specified in the Operational Guidelines, but only if these are consistent with, any right or obligation set out in this Schedule 1.
2. You must take all reasonable steps to ensure the Household understands their rights and obligations under the Housing Agreement, and You must both sign the Housing Agreement before the Household moves into a Property.
3. Any change to the terms of the Housing Agreement must be recorded in writing and signed by both You and the Household.

Contribution to Housing Costs

4. As part of the Transitional Housing Programme, Households must pay 25% of their net income per week to You as a contribution to their housing costs (up to a maximum of the current market rent for the Housing). You will calculate this contribution for the Household in accordance with the Operational Guidelines. You will recalculate the contribution if the Household experiences a Change in Circumstances, as defined in the Operational Guidelines.
5. In exceptional circumstances (such as those described in the Operational Guidelines), You may direct the Household to pay less than 25% of their net income for part of or for their entire stay.

Utilities Charges

6. You will have a clear policy on the charging of the costs of utilities (electricity, gas, water, telephone and internet), communicate this to the Household and refer to it in the Housing Agreement.
7. You must not charge a fee to cover other costs (for example, property rates paid to the council, house insurance premiums, body corporate levies, hire charges for gas

bottles if property has gas supplied by bottles as the main form of water heating and cooking).

8. If a Household is housed in a Property that has additional charges, for example, for the use of telephones, internet or laundry use, You must explain these charges and how they are to be paid to the Household, and reference them in the Housing Agreement.

Security Deposits

9. You may require Households to provide a \$2000 security deposit to be accessed if the Household causes Damage during their stay.
10. If the security deposit is to be provided by MSD, you must arrange for the Household to sign the relevant application form and lodge it with MSD within 3 Business Days of the Household moving into a Property. If You do not do this, You may not claim against the security deposit in the event of Damage.
11. If the security deposit is to be provided to You directly in the form of bank funds, You must hold the bank funds on trust and only access them to withdraw amounts needed to cover the actual and reasonable costs of Damage in accordance with paragraph A5. 3.c. above or to return them (or any remainder after covering the costs of Damage) at the end of the Household's stay.

Programme and Site-specific Rules

12. You may have rules that a Household must comply with, provided they are set out in the Housing Agreement, are reasonable in the context of the goals of the Transitional Housing Programme and are necessary in the circumstances to:
 - a. keep the Household, the environment the Household lives in, neighbours and/or Your and staff members safe; or
 - b. retain the use of any leased properties you are using as Properties.
13. Such rules may, for example, prohibit illegal drugs or smoking/vaping in and around the Property, or include the following, but only to the extent necessary to meet the requirements of clause A.6: 12 above:
 - a. prohibitions or restrictions on the consumption of alcohol;
 - b. prohibitions or restrictions on the keeping of pets; and
 - c. restrictions or processes for the management of visitors to the Housing,
14. No rules may be inconsistent with this Agreement, the New Zealand Bill of Rights Act 1990, the Human Rights Act 1993 or the Privacy Act 2020.

Housing Induction

15. You will, on commencement of their stay in Your Properties:

- a. give Households a comprehensive tour of their housing, and show them how everything works on site; and
- b. explain any Programme or site-specific rules.

SELECTION OF RELEVANT DEFINITIONS

1 Defined terms

In this Agreement, the following terms are used with the meanings set out below:

Agreement means:

- (a) this Services Agreement, including its Schedules, as it may be amended in writing from time to time; and
- (b) the Transitional Housing Record, as it may be amended from time to time in accordance with Schedule 5.

Business Day means a day that is not a Saturday, Sunday or public holiday in New Zealand or any anniversary day in the region in New Zealand which the relevant Services are being provided;

Damage means damage to a Property or to the Property's fixtures and fittings, but excludes fair wear and tear;

Independent Dispute Resolutions means the escalation mechanism described in the Operational Guidelines;

Healthy Homes Standards means Part 2 and Schedules 1 and 2 of the Residential Tenancies (Healthy Homes Standards) Regulations 2019 as amended or superseded;

Household means an individual or whānau in need of housing who have been offered a Property to reside in;

Household Contribution means the household contribution calculated by You in accordance with clause A7: 4, of Schedule 1;

Housing Agreement means an agreement between You and a Household in relation to accommodation in a Property listed on the Transitional Housing Record.

Parties means HUD and the Provider;

Property means a Transitional Housing property listed on the Transitional Housing Record, that is made available by the Provider for the provision of short-term transitional housing pursuant to this Agreement;

Relationship Agreement means the Relationship Agreement between the Parties identified in the Key Terms;

Services means, at any given time, the services then-required to be provided by the Provider under this Agreement, including the Support Services, and **Service** has a corresponding meaning;

Support Services means those services listed as such in Schedule 1;

Transitional Housing Operational Guidelines, also referred to as Operational Guidelines means guidelines published by HUD to support You delivering this Service;
