



HUD2023-003279

s 9(2)(a)

Tēnā koe s 9(2)(a)

Thank you for your email to Kāinga Ora – Homes and Communities dated 6 November 2023 requesting information under the Official Information Act 1982 (the Act). On 14 November 2023, your request transferred to Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development for response. I will respond to each part of your request as follows:

1. *With regard to social housing, particularly 33 Brougham, in Wellington. What is the purpose of having a social worker on the team of staff? What is this positions role and what outcomes and for whom is she employed to improve?*

Transitional housing provides temporary accommodation for individuals and whānau who don't have anywhere to live and urgently need a place to stay. It also offers tailored support to help these individuals and whānau into longer-term housing. People using the transitional housing service are helped to find longer-term housing. In most cases, once they have secured a longer-term home, service providers also help them access other support, including Work and Income services, budgeting advice and health services.

Generally, social workers or support workers are employed to provide the above-mentioned services. Social workers assess, support and strengthen social, emotional, relational and psychological wellbeing to ensure the best possible health outcomes, interdependence, autonomy, and dignity of life for individuals, families and whānau, and communities.

2. *What role does the committee play in decides who gets emergency housing and who is responsible for these women's outcome. Including myself.*

Tē Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development only funds the Transitional Housing aspect of this facility. We are aware that the Wellington Women's Boarding House also provides other services which we do not fund and cannot comment on.

For the purposes of Transitional Housing, the provider along with the Ministry of Social Development determine who is placed in Transitional Housing facilities. We encourage providers and individual households to work together on service-related goals.

3. *Can I please have a copy of the social housing contract for this house?*

I am providing you with a copy of the Transitional Housing Services Agreement signed by the Ministry and Wellington Women's House Incorporated, with some information withheld under section 9(2)(j) of the Act, to enable a Minister of the Crown or any public service agency or organisation holding the information to carry on, without prejudice or disadvantage, negotiations.

In terms of section 9(1) of the Act, I am satisfied that, in the circumstances, the decision to withhold information under section 9 of the Act is not outweighed by other considerations that render it desirable to make the information available in the public interest.

You have the right to seek an investigation and review of my response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website at: [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Yours sincerely

A handwritten signature in black ink, appearing to be 'WB', followed by a horizontal line.

William Barris  
**General Manager Partnerships and Performance**

## SERVICES AGREEMENT: TRANSITIONAL HOUSING

### Agreement

The Parties (identified below in the Key Terms) agree to be bound by the terms and conditions of this Agreement, as set out in the Key Terms below and the Schedules.

### Key Terms

Key Term	Description
<b>Part A: General</b>	
<b>Parties</b>	The Sovereign in right of New Zealand acting by and through the Chief Executive of <b>Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development (HUD)</b>  <b>Wellington Women's House Incorporated</b> (NZBN 9429042890447) having its registered office at 33 Brougham Street, Mount Victoria, Wellington 6012 ( <b>Provider</b> )
<b>Relationship Agreement reference number and execution date</b>	Reference number: 23 November 2021 Execution Date: HCNO-11340
<b>Agreement reference number</b>	2000208  The Parties agree that in executing this Agreement, the previous Agreement WLGN-23-00350 is terminated and replaced by this Agreement from 01 July 2023.
<b>Execution Date</b>	
<b>Location</b>	Wellington
<b>Commencement Date</b>	01 July 2023
<b>Expiry Date</b>	31 May 2025
<b>Term</b>	From the Commencement Date until the earlier of (i) the Expiry Date, and (ii) the termination of this Agreement in accordance with the Key Term immediately below. See also clause 5(d) of the Relationship Agreement.

Key Term	Description
<b>Termination of this Agreement</b>	<p>HUD may terminate this Agreement:</p> <ul style="list-style-type: none"> <li>for convenience, without needing a specific reason, by giving the Provider not less than 70 Business Days prior written notice of termination;</li> <li>in accordance with the Relationship Agreement (except clause 22.2 of the Relationship Agreement, which will not apply to this Agreement).</li> </ul>
<b>General Background</b>	<ul style="list-style-type: none"> <li>This Agreement sets out the key terms and conditions on which HUD agrees to procure from the Provider, and the Provider agrees to deliver, certain Transitional Housing and Housing Services.</li> <li>The Provider and HUD are parties to a Relationship Agreement which sets out the over-arching terms applicable to our contracting arrangements for the provision of Housing and Housing Services.</li> <li>The terms of the Relationship Agreement apply to all Services provided by the Provider to HUD pursuant to any Services Agreement, including this Agreement.</li> <li>By signing this Agreement, the Provider and HUD agree to be bound by and to perform their obligations in accordance with this Agreement (including the Schedules), the Relationship Agreement and any other Contract Documents (including the Operational Guidelines).</li> </ul>
<b>Precedence</b>	<p>This Agreement prevails over the Relationship Agreement in the event of any conflict between the two agreements.</p>
<b>Interpretation</b>	<p>Defined terms appear in Schedule 4. Any other capitalised terms used but not defined in Schedule 4 have the meanings given to them in the Relationship Agreement or the Key Terms (as applicable).</p> <p>Clause 2(b) of the Relationship Agreement applies to this Agreement as if it were set out in full in this Agreement.</p>

Key Term	Description
<b>Parties' representatives and contact details (including for the purposes of the Relationship Management Group)</b>	<p><b>HUD's Representative</b></p> <p>Addressee: James Lesslie, Senior Advisor HUD</p> <p>Address: PO Box 82, Wellington 6140</p> <p>Phone: 04 831 6013</p> <p>Email address: james.lesslie@hud.govt.nz</p> <p><b>Provider's Representative</b></p> <p>Addressee: Mary-Kate Coles, Manager</p> <p>Address: 33 Brougham Street, Mount Victoria, Wellington 6012</p> <p>Phone: 04 977 0453</p> <p>Email address: Kate@wwbh.org.nz</p> <p>Each party may replace its nominated representative above during the Term by notice to the other party.</p>
<b>Part B: Services</b>	
<b>Services Description</b>	<p>Transitional Housing provides short-term temporary accommodation for individuals and whānau who have been identified as having an immediate housing need (that is, living in inappropriate conditions, for example, cars, tents, garages or sleeping rough) or who are otherwise able to prove the seriousness of their housing situation.</p> <p>It also provides support services which are tailored to the needs of eligible individuals to help them secure a longer-term home and get them back on their feet so that they are in a stronger position to stay housed.</p> <p>The Service involves:</p> <ul style="list-style-type: none"> <li>• making suitable Properties available for Households (except Excluded Cohorts, if any) for a short term; and</li> <li>• managing the referrals of Households to the Service; and</li> <li>• providing tailored Support Services for Households in TH Properties.</li> </ul> <p>In working with Households and providing the Services under this Agreement, the Provider will apply the cultural values of Rangatiratanga (self-determination), Whānaungatanga (positive connections) and Manaakitanga (self-worth and empowerment).</p> <p>The Services are fully described in Schedule 1.</p>



Key Term	Description
<b>Additional Services</b>	Not applicable
<b>Excluded Cohorts</b>	Men, couples, children and families
<b>Transitional Housing Record</b>	This Agreement includes all the Properties listed in the Transitional Housing Record throughout the Term.
<b>Performance Measures</b>	<p>The following are the Performance Measures that the Provider is required to meet:</p> <ul style="list-style-type: none"> <li>• Within four weeks of being accepted into the Service, all Households have an individual transition plan that supports the Household into sustainable housing.</li> <li>• All Households have a Housing Agreement with the Provider that sets out the obligations and responsibilities of both Parties upon entering Transitional Housing.</li> <li>• 80% of Households are supported to transition into a sustainable housing solution on exiting the Service.</li> <li>• All Households that exit Transitional Housing accommodation are offered continued support for a further 12 weeks following exit. Where possible, this includes Households that have been evicted.</li> </ul> <p>To avoid doubt, a sustainable housing solution means a medium to long-term housing solution for a Household which results in that Household not needing to return to HUD or Te Manatū Whakahiato Ora - Ministry of Social Development (MSD) for additional support for transitional or emergency housing services in the six-month period from the date the Household leaves the Property.</p>

Key Term	Description
<b>Monitoring</b>	<p>The Provider is to permit such monitoring and audit as HUD requires in accordance with the Relationship Agreement and/or the Operational Guidelines to verify the Provider's compliance with this Agreement.</p> <p>Scheduled monitoring for this Agreement will occur on a six-monthly basis on dates agreed by HUD and the Provider.</p> <p>In advance of any scheduled Monitoring HUD will submit an agenda and monitoring template to the Provider. HUD may also request sample documents relating to property and occupancy management practices, Household individual plans or health and safety practices. HUD will submit any requests at least 10 Business Days before the agreed Monitoring date.</p> <p>HUD will provide a copy of the completed monitoring report to the Provider on request.</p> <p>To avoid doubt, HUD expects that any conversations undertaken with the Provider around performance will reflect the Parties' strategic-partnering relationship and the MAIHI Principles outlined at Part B of the Relationship Agreement.</p>
<b>Health and Safety</b>	<p>The Provider and HUD are PCBU's under the Health and Safety in Work Act 2015 (HSW Act).</p> <p>The Provider must:</p> <ul style="list-style-type: none"> <li>• consult, cooperate and coordinate with HUD regarding our respective overlapping obligations under, and what is required for HUD to comply with, the HSW Act as it relates to the Services provided under this Agreement;</li> <li>• comply and ensure its personnel comply with the HSW Act as it relates to the Services;</li> <li>• report any notifiable injury, incident or event, or any notice issued under the HSW Act or any other health and safety legislation that applies to it, or relates to the Services;</li> <li>• conduct safety checking (including Police vetting) for existing and new personnel; and</li> <li>• otherwise comply with the requirements set out in the Operational Guidelines.</li> </ul>

Key Term	Description
<b>Part C: Annual Relationship Meeting</b>	
<b>Annual Relationship Meeting</b>	<p>Without limiting clause 7 of the Relationship Agreement, the Relationship Management Group is to hold an annual relationship meeting within 20 Business Days of each anniversary of the Commencement Date or such other date as may be mutually agreed to review how the strategic partnering between HUD and the Provider is working. To avoid doubt, a relationship management meeting may be convened more than once in each calendar year by agreement between the Parties.</p> <p>The Relationship Management Group should discuss the following topics at each annual relationship meeting:</p> <ul style="list-style-type: none"> <li>• health and safety trends</li> <li>• Household complaints</li> <li>• general operational processes</li> <li>• key patterns or learnings in relation to the Services;</li> <li>• overview of performance achieved</li> <li>• areas of opportunity to improve current service delivery, and</li> <li>• forward-looking plans.</li> </ul>
<b>Part D: Reporting</b>	
<b>Monthly Occupancy Report</b>	<p>Unless otherwise notified by HUD, the Provider will provide HUD with a completed Monthly Occupancy Report which complies with the reporting requirements detailed in Schedule 3 and/or the Operational Guidelines.</p> <p>The Monthly Occupancy Report must be submitted within five Business Days following the end of each calendar month throughout the Term.</p>



Key Term	Description
<b>Notifications</b>	<p>In addition to the Provider's other reporting obligations under this Agreement and the Relationship Agreement, the Provider must notify HUD, as soon as reasonably practicable, of anything that may materially affect its performance under this Agreement, including any:</p> <ul style="list-style-type: none"> <li>• problems or issues relating to personnel;</li> <li>• problems or issues relating to the Services</li> <li>• financial difficulties;</li> <li>• health and safety incidents;</li> <li>• media queries;</li> <li>• matters that could bring the Provider, HUD or MSD into disrepute; and/or</li> <li>• breach or likely breach or non-compliance under a Lease.</li> </ul>
<b>Sharing of personal information</b>	<p>In performing its obligations under this Agreement, the Provider will collect certain personal information from each Household and share all or part of that information with relevant agencies for the purposes of securing accommodation and/or providing support services, and with HUD as part of the Provider's regular reporting requirements under this Agreement.</p> <p>In order to comply with the requirements of the Privacy Act 2020 in respect of this collection of personal information, the Provider will take all reasonable steps to ensure the Household is aware of:</p> <ul style="list-style-type: none"> <li>• the fact that the information is being collected;</li> <li>• the purpose for which the information is being collected; and</li> <li>• the intended recipients of the information.</li> </ul>
<b>Part E: Financial</b>	
<b>Payments</b>	<p>HUD will pay:</p> <ul style="list-style-type: none"> <li>• the Transitional Housing Subsidy and Service Delivery Fee Payments the Provider for each Payment Period in accordance with Schedule 2; and</li> <li>• any Upfront Costs, Maintenance Costs or Advance Accommodation Costs in accordance with Schedule 2.</li> </ul>
<b>Compensation</b>	<p>No compensation is payable by HUD for early termination of this Agreement for convenience, or for termination for any other reason.</p>

Key Term	Description
<b>Part F: Insurance</b>	
<b>Insurance cover required</b>	<p>The Provider must hold and maintain insurance cover with a reputable third-party insurer, throughout the Term that is adequate for the size and complexity of its organisation. The Provider will provide evidence of the level of such insurance to HUD upon request.</p> <p>By way of guidance, HUD expects that as a minimum the Provider will consider holding (but not be limited to) public liability, material damage, directors' and officers', business interruption, vehicle, asset and property insurance (for properties owned by the Provider).</p>
<b>Part G: Variations</b>	
<b>Variations</b>	Variations must be in writing and signed by both Parties.
<b>Part H: Counterpart Execution</b>	
<b>Execution of Agreement in counterpart</b>	This Agreement may be signed in any number of counterparts all of which, when taken together, constitute one and the same instrument. A Party may enter into this Agreement by executing any counterpart.

## Execution

**Executed** as a Transitional Housing Agreement.

**SIGNED** by The Sovereign in right of New Zealand acting by and through the Chief Executive of **Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development** under delegated authority:

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Aimee Edwards  
Manager, Contract Management

Date:

**SIGNED** for and on behalf of **Wellington Women's House Incorporated** by its authorised signatories:



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Name:  
Role:  
Date:



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Name: Simone Hadley  
Role: WWH Committee Member  
Date: 03/08/2023

## **SCHEDULE 1: HOUSING SERVICES AND SUPPORT SERVICES**

This Schedule describes the transitional housing and associated support services to be provided by the Provider.

### **Part A: Housing Service**

#### **A1: Properties and the Transitional Housing Record**

1. All Properties to be used as Transitional Housing must be approved by HUD before being included in the Transitional Housing Record.
2. Any changes to the Properties (as set out in the current iteration of the Transitional Housing Record) must be agreed by both Parties and will be recorded as a Variation to this Agreement. The Transitional Housing Record will be updated accordingly.
3. The Provider can request approval from HUD to add, remove or substitute a Property under this Agreement. Properties that are substituted should be on a like for like basis (for example, same location and number of bedrooms).
4. The Provider must ensure that Properties are quickly cleaned and repaired (if required) between Households stays.
5. HUD expects that Properties that need cleaning only should be available for the next Household within five Business Days and Properties that need remediation work should be available for the next Household within 20 Business Days.
6. If more than 20 Business Days are required for remediation work, the Provider must seek HUD approval, by providing in writing the reason for the extension and advising the date the Property will be available. If HUD does not respond to this within three days, approval will be automatically granted for the extension.
7. If the time-period between Households frequently exceeds the timeframes above without approval or good cause, HUD will contact to the Provider to discuss.
8. If the Property is unoccupied for more than 20 Business Days without HUD approval or in accordance with clause A1: 6 above, HUD may require the Provider to repay (via off-set or otherwise) some or all of the funding paid in respect of the Property for those additional days.
9. Where a Property remains unoccupied for more than 20 Business Days for the sole reason that MSD or HUD has not referred a Household, following the Provider seeking a referral, clause A1:8 above will not apply.

#### **A2: Referral Process**

1. Referrals may be made by MSD, a third party or by a self-referral. The Provider must request and select a referral from MSD in the first instance.
2. To request a referral from MSD, the Provider must notify MSD of any Property becoming vacant as soon as possible but no less than one Business Day after the Property becoming vacant. Vacant Property notifications should include the Property address, date available, typology, any excluded cohorts and any other relevant information for example, number of beds.

3. MSD will determine the Household's eligibility, that is, that they have an immediate housing need, meet the Provider's target group criteria and that the Property is suitable before they make a referral to the Provider's service.
4. MSD will notify the Provider of a referral and advise of any known significant risk factors or potential behavioural issues of that Household.
5. MSD will give the Household a referral letter to give to the Provider.
6. The Provider has the right to accept or decline referrals from MSD if it is determined that the Household would not be suitable for the service, for example, the referral would adversely affect the safety of staff or other Households.
7. The Provider must advise MSD of the referral outcome. If the Household is suitable for the service, the Provider will advise MSD of the Household details, property address, date Household moved into the accommodation, referral source, Household Contribution amount and frequency. If the Household is unsuitable for the service, the Provider will need to advise MSD of the reason why.
8. If the Provider has not received a referral from MSD within three Business Days of submitting a vacancy notification, or if MSD notifies the Provider that they cannot identify a suitable Household for the Property, the Provider may identify a Household for that Property through their own channels.
9. Any Household identified by the Provider must have an immediate housing need and meet their target group criteria and they must advise MSD within one Business Day of accepting that Household in their service.
10. The Provider and HUD agree that there must be no more than 20% of referrals identified by the Provider in the Properties at any time unless approval is given by HUD in writing.

### **A3: Healthy and Safe Housing**

#### **Warm and dry**

1. The Provider 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 is compliant with all relevant laws.
- 2. Despite clause A3:1b, the Provider will prioritise ensuring Properties meet the Healthy Home Standards as soon as reasonably practicable.

### **Accessible and safe**

- 3. The Provider will ensure Properties contain sufficient space and are physically accessible for the Household members occupying them.
- 4. The Provider will also take all reasonable steps to ensure Properties are physically safe for the Household members occupying them.
- 5. To meet these obligations under clauses A3: 3 and 4 above and to the Household, the Provider 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 the Provider being responsible for the replacement of batteries.
- 6. The Provider will undertake decontamination for methamphetamine residue where levels exceed 15ug/100cm<sup>2</sup> and otherwise comply with regulations regarding the management of methamphetamine contamination in rental housing.

### **Maintenance and repairs**

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



## **A4: Pleasant Living Environments**

### **Encouraging an environment of respect, comfort and privacy**

1. The Provider will encourage an environment of respect at their Properties and between the Provider, staff/contractors, Households, visitors to the Properties and neighbours. In doing this the Provider will also actively encourage inclusive communities.
2. The Provider will:
  - a. have policies and procedures to actively manage and mitigate any anti-social or disrespectful behaviour on the part of the Providers staff/contractors, Households and visitors to the Properties;
  - b. use the Providers experience to de-escalate incidents, and call the Police if, the circumstances require this; and
  - c. treat all complaints of anti-social or disrespectful behaviour seriously and sensitively.
3. The Provider 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. The Provider will not undertake Property inspections more frequently than once in any two-week period, with the Provider moving to longer periods between inspections based on the Providers experience of the Household.
5. The Provider will not give written notice for contaminant testing/sampling more than 14 days before the Provider intends to enter.
6. The Provider will not otherwise interfere with the reasonable peace, comfort or privacy of any Household, except in an emergency or where the Provider needs to conduct a welfare check. The Provider will also take all reasonable steps to ensure none of the Households interfere with the reasonable peace, comfort or privacy of others.

### **Facilities essential for health, security and comfort**

7. The Provider 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;
  - c. sufficient furniture, whiteware, kitchen utensils, cookware, linen and towels (where needed) for temporary residential use.

### **Storage of belongings**

8. The Provider will allow Households to bring belongings with them that they will use during their stay or that have special meaning, for example photos.
9. The Provider 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. The Provider must have clear policies regarding the exit of Households from Properties that accord with Good Industry Practice.

#### **Damage and Security Deposit Claims**

2. The Provider 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 the Provider is 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 the Provider believes damage by the Household has occurred and the Provider wishes to make a claim on the Household's security deposit, the Provider must:
  - a. notify the Household that the Provider intends 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 the Provider on trust, withdraw an amount from those funds;

equivalent to the actual and reasonable costs of repairing the Damage (up to a maximum of \$2,000.00), 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 the Provider will need to resolve the matter via the Providers dispute resolution processes and/or the Dispute Escalation Mechanism before the claim can be processed.

## **Early Exits**

5. The Provider agrees 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 the Provider 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 the Provider to work with them on these matters.
6. If an early exit is initiated by the Provider, the Provider 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, the Provider must notify the Police, HUD, MSD and Oranga Tamariki (if relevant). The Provider 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. The Provider 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. The Provider 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. The Provider will include the ability for issues to be escalated by the Provider or the Household to the Independent Dispute Resolution service funded by HUD.

## **A7: Housing Agreements, Inductions and Rules**

### **Housing Agreements**

1. The Provider 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. The Provider must take all reasonable steps to ensure the Household understands their rights and obligations under the Housing Agreement. The Provider and Household 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 the Provider 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 the Provider as a contribution to their housing costs (up to a maximum of the current market rent for the Housing). The Provider will calculate this contribution for the Household in accordance with the Operational Guidelines. The Provider 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), the Provider may direct the Household to pay less than 25% of their net income for part of or for their entire stay.

### **Utilities Charges**

6. The Provider 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. The Provider 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, the Provider must explain these charges and how they are to be paid to the Household, and reference them in the Housing Agreement.

### **Security Deposits**

9. The Provider may require Households to provide a \$2,000.00 security deposit to be accessed if the Household causes Damage during their stay.
10. If the security deposit is to be provided by MSD, the Provider must arrange for the Household to sign the relevant application form and lodge it with MSD within three Business Days of the Household moving into a Property. If the Provider does not do this, the Provider may not claim against the security deposit in the event of Damage.
11. If the security deposit is to be provided to the Provider directly in the form of bank funds, the Provider 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. The Provider 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 the Providers and staff members safe; or
  - b. retain the use of any leased properties the Provider 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. The Provider will, on commencement of their stay in the Providers 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.

## **Part B: Support Services**

### **B1: Support Services**

1. The Provider will provide the following support services for Households staying at the Properties:
  - a. work with each Household to identify and manage issues that arise in relation to their stay at the Property;
  - b. prepare an individualised transition plan for each Household within four weeks of the Household being accepted into the service, to clearly document:
    - i. actions to address find and sustain housing; and
    - ii. actions to facilitate the transition from transitional housing to longer-term housing options;
  - c. support each Household to:
    - i. access appropriate support services to address any health, social, employment and financial needs; and
    - ii. carry out the actions identified in the Household's individualised transition plan; and
    - iii. work with Households to find and secure appropriate sustainable housing; and
    - iv. transition into and maintain sustainable housing.
  - d. regularly meet with each Household while they remain in the Property;
  - e. continue to meet with the Household for a period of 12 weeks following the date on which the Household leaves the Property, with the objective of identifying and addressing any issues that may threaten the sustainability of the new housing solution.

### **B2: Exiting the Service**

1. The aim of this Service is to transition Households into sustainable housing. For this Service, sustainable housing means a medium to long-term housing solution which results in a Household not needing to return to HUD or MSD for emergency housing or a contracted Housing Service (with the exception of a placement into Public Housing) within six months of leaving the Service.
2. HUD expects that the Provider will transition 80% of Households from the Service into sustainable housing.
3. The Provider must offer all Households the option to receive Support Services for up to 12 weeks after the Household has exited the Transitional Housing property. This includes Households that have been evicted from the Service. The decision of the Household to accept or decline continued Services must be recorded and submitted to HUD on request.



### **B3: Resourcing**

1. The Provider will engage sufficient personnel for provision of the Services.
2. Without limiting its obligations at Law (including under the *Health and Safety at Work Act 2015*), the Provider will ensure its personnel undertake such training as HUD reasonably requires on HUD or MSD's processes and systems in order to equip it to provide the Services.

### **B4: Social Services Accreditation**

1. The Provider is to maintain Level 3 Social Services Accreditation as stipulated by Te Kāhui Kāhu, in accordance with its approval framework, standards and requirements for organisations delivering social services (as described on the Te Kāhui Kāhu website from time to time) continuously throughout the Term.

## **SCHEDULE 2: PAYMENTS**

### **1. Transitional Housing Subsidy**

- a. The Transitional Housing Subsidy is an amount payable for each Available Property that is listed in the Transitional Housing Record.
- b. The Transitional Housing Subsidy is paid to the Provider in accordance with the Payment Period agreed by the Parties.
- c. The Transitional Housing Subsidy is calculated as the market rent (as agreed by the Provider and HUD) less a household contribution (calculated by HUD) for each Property.
- d. The Transitional Housing Subsidy payable will be calculated as a daily rate for each Available Property multiplied by the number of days in the relevant Payment Period.

### **2. Service Delivery Fee**

- a. The Service Delivery Fee is based on the cost of delivering the Service during the Term.
- b. The Service Delivery Fee is payable for each Household in an Available Property, that is listed in the Transitional Housing Record.
- c. The Service Delivery Fee will be calculated as a daily rate for each Household in an Available Property and multiplied by the number of days in the relevant Payment Period.
- d. In exceptional circumstances, such as a severe weather event, HUD may use its discretion to pay the Service Delivery Fee when the Property is not Available. HUD will consider the circumstances on a case-by-case basis.
- e. The basis for the costs on which the Service Delivery Fee is calculated, form part of the funding approved for the Provider to deliver the Services under this Agreement, HUD reserves the right to request evidence from time to time throughout the Term to confirm the Provider has incurred and met these costs.

### **3. Up-front Costs**

- a. Up-front Costs are one-off costs that are agreed by both Parties to enable the Provider to establish the Services.
- b. The Provider is to use the Up-front Costs amounts received from HUD solely for the purposes agreed by both Parties as set out in the current iteration of the Transitional Housing Record.
- c. HUD will make the payment of any Up-front Costs to the Provider on or around the following dates:
  - i. the Commencement Date, in respect of any Properties which are listed in the Initial Transitional Housing Record; and
  - ii. at such later date as may be agreed between the Parties in respect of any Properties which are added or for which additional funding is required (for example, replacement furnishings, security).

- d. If this Agreement is terminated early due to Provider default, or the Provider withdraws a Property, the Provider and HUD will discuss the Up-front Costs that have been paid to the Provider to determine if some of these costs are to be repaid to HUD.
- e. To avoid doubt, repayment of Up-front Costs will not be required when this Agreement is terminated for convenience by HUD.

#### **4. Maintenance Costs**

- a. Maintenance Costs are for repairs and maintenance to a Property (including as a result of Damage) and should only be requested as a last resort.
- b. When a Property requires repairs or maintenance the Provider should contact the Lessor (Landlord or Owner) in the first instance to determine if the Lessor (Landlord or Owner) can remediate the Damage.
- c. If the Damage was caused by the Household (or a visitor to the Household) and the Lessor (Landlord or Owner) is unable or unwilling to pay for the costs to remediate the Damage, the Provider must contact MSD to determine if the Household's security deposit can be used to cover the costs of the Damage to the Property.
- d. If the Lessor (Landlord or Owner) or the Household's security deposit does not cover the costs to remediate the Damage to a Property, the Provider may be able to request Maintenance Costs. HUD has no further liability for damage or loss caused by a Household when the Maintenance Costs fund is exhausted.
- e. The Provider may utilise Maintenance Costs to pay for the storage of a Household's personal possessions. Storage funded by Maintenance Costs, should be minimal and limited to items in reasonable condition that are essential for the Household to establish themselves when they exit the Service.
- f. The total amount of Maintenance Costs available under this Agreement is shown in the Transitional Housing Record.
- g. HUD will make Maintenance Costs payments of up to \$5,000.00 (GST exclusive) for each episode of Damage on receipt of:
  - i. a brief statement of the incident, including if the Lessor (Landlord or Owner) was notified and if the Household's security deposit was accessed;
  - ii. verification of costs that itemises the expenditure (for example, quote or invoice for the work and supplies needed); and
  - iii. a valid tax invoice.

- h. HUD must pre-approve any claims for Maintenance Costs over \$5,000.00 (GST exclusive) for each episode of Damage. Costs will require approval from HUD prior to any work being commenced, (unless there is a risk to a person's health and safety). To gain approval for Maintenance Costs over \$5,000.00 the Provider must submit the following:
  - i. a brief statement of the incident, including if the Lessor (Landlord or Owner) was notified and if the Household's security deposit was accessed;
  - ii. two quotes from two different suppliers for the remediation of the damage including the costs of labour and supplies is required;
  - iii. notification of the preferred supplier.
- i. HUD will advise the Provider of the decision on the approval within two Business Days or request further information.
- j. HUD will make payments for approved Maintenance Costs over \$5,000.00 (GST exclusive) on receipt of:
  - iv. verification of costs that itemises the expenditure (for example, invoice for the work and supplies used to remediate the Property); and
  - v. a valid tax invoice.
- k. Invoices for Maintenance Costs for Damage or loss caused by a Household must be received by HUD within six months of the Damage or loss occurring. HUD does not have any liability for Damage or loss caused by a Household beyond the six-month period unless it has been approved as prior expenditure.

## **5. Advance Accommodation Costs**

- a. In exceptional circumstances, HUD may pay an advance accommodation payment to enable the Provider to secure a Property.
- b. Advance Accommodation Costs can be paid for a Property as requested by the Provider and recorded in the current iteration of the Transitional Housing Record.
- c. Advance Accommodation Costs are repayable by the Provider to HUD or can be off set against any amount due to the Provider upon the exit of a Property or the termination or expiry of this Agreement, whichever occurs first.
- d. HUD will pay the payment of any Advance Accommodation Costs to the Provider on or around the following dates:
  - i. the Commencement Date, in respect of any Properties which are listed in the Initial Transitional Housing Record; and
  - ii. at such later date as may be agreed between the Parties in respect of any Properties which are added to the Transitional Housing Record.
- e. HUD will pay the Advance Accommodation amount to the Provider on receipt of a valid tax invoice.

## **6. Invoicing and Payments**

- a. All payments under this Services Agreement will be made in accordance with the Relationship Agreement and the Operational Guidelines, subject to:
  - i. receipt of a tax invoice showing all GST payable, if any (the form of which must have been previously approved by HUD, such approval not to be unreasonably withheld or delayed);
  - ii. in respect of the Transitional Housing Subsidy and Service Delivery Fee, receipt of all relevant Reports for the Payment Period;
  - iii. in respect of Up-front Costs, receipt of a tax invoice that equals the Up-front Costs as set out in the current iteration of the Transitional Housing Record. HUD reserves the right to request evidence from time to time throughout the Term which confirms the Provider has actually incurred and met these costs;
  - iv. in respect of Maintenance Costs, receipt of sufficient supporting information confirming the satisfaction of such other payment conditions as are set out above within six months of the damage occurring;
  - v. in respect of Advance Accommodation Costs, amounts as set out in the Transitional Housing Record; and
  - vi. satisfactory completion by the Provider of all Reporting requirements as at the date of request for payment.
- b. Unless otherwise advised by HUD, all invoices must be sent to [ProviderEnquiries@hud.govt.nz](mailto:ProviderEnquiries@hud.govt.nz).

### **SCHEDULE 3: REPORTING**

The Provider will comply with the reporting requirements set out in this Schedule 3.

#### **1 Monthly Occupancy Report**

- a. Unless otherwise advised by HUD, the Provider will submit a Monthly Occupancy Report to HUD at the end of each month on the template provided by HUD which sets out the information HUD requires from the Provider.
- b. The Monthly Occupancy Report for the prior calendar month is to be provided to HUD via a secure file transfer within five Business Days following the end of each calendar month throughout the Term.
- c. Following receipt by HUD of each Monthly Occupancy Report, HUD will notify the Provider in respect any aspects of the Report which do not satisfy HUD's requirements. Within two Business Days of receiving such notification from HUD, the Provider must provide an amended Monthly Occupancy Report which complies with the matters identified in the notification.
- d. To avoid doubt, no personal Household information (including MSD client numbers) is to be shared or sent to HUD via email, fax, post or courier.



## SCHEDULE 4: DEFINITIONS

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### 1 Defined terms

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

**Advance Accommodation Costs** has the meaning in Schedule 2;

**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.

**Available**, in relation to a Property, means a Property that is:

- i. occupied by a Household;
- ii. vacant for period of up to five Business Days after the last Household has exited it;
- iii. vacant for a period of between five and 20 Business Days after the last Household has exited it, where remediation work (not cleaning is required) or such longer period as is approved by HUD; or
- iv. vacant because MSD has not referred a Transitional Housing Household to the Provider on seeking a referral;

**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;

**Commencement Date** means the Commencement Date of this Agreement, as set out in the Key Terms;

**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;

**Excluded Cohorts** means any group of individuals (if any) described in the Key Terms;

**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 the Provider in accordance with clause A6: 4, of Schedule 1;

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

**Initial Transitional Housing Record** means the Provider's first Transitional Housing Record under this Agreement, as at the Commencement Date;

**Key Terms** means the table of key commercial terms and details specific to this Agreement, which table is subject to and to be read in light of the balance of this Agreement and the Relationship Agreement;

**Lease** means a lease or licence entered into by the Provider with a Crown agency or private landlord to lease or licence one or more of the Properties for the purpose of providing the Services under this Agreement;

**Maintenance Costs** means the reasonable costs in relation to repairing Damage or undertaking maintenance at a Property. It excludes any costs associated with remedying any fair wear and tear at a Property;

**Miscellaneous Costs** means the miscellaneous costs described in Schedule 2;

**Monitoring** means the monitoring described in the Key Terms (Part B: Services);

**Monthly Occupancy Report** means the monthly reporting described in the Key Terms (Part D: Reporting) and at Schedule 3;

**Parties** means HUD and the Provider;

**Payment Period** means a period agreed by the Parties to be:

- (a) three-calendar months in advance; or
- (b) one calendar month in arrears; or
- (c) any applicable shorter period to cater for the beginning and end of the Term;

**Performance Measures** means the performance measures described in the Key Terms (Part B: Services);

**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;

**Reports or Reporting** means the reports required for this Agreement as described in the Key Terms;

**Service Delivery Fee** means the applicable weekly service delivery fee that is payable by HUD for the provision of the Services to Households as set out in the Transitional Housing Record;

**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;

**Services Location(s)** means the location(s) described in the Key Terms;

**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 the Provider delivering this Service;

**Transitional Housing Record** means a transitional housing record that meets the requirements in Schedule 5, as varied from time to time;

**Transitional Housing Subsidy** means a subsidy payable for each Property;

**Up-front Costs** means those amounts payable by or on behalf of HUD to the Provider for certain establishment costs as detailed in the Transitional Housing Record.

## **SCHEDULE 5: TRANSITIONAL HOUSING RECORD CONTENT AND VARIATION**

### **1 Transitional Housing Record**

- a. The Transitional Housing Record will contain the following minimum information:
  - i. location of Properties
  - ii. in respect of each Property:
    - address,
    - typology (as to number of bedrooms),
    - number of households for each property,
    - property start and end date,
    - Transitional Housing Subsidy per week.
  - iii. the weekly Service Delivery Fee per Household;
  - iv. any Up-Front Costs;
  - v. any Maintenance Costs (as a total over the Term of the Agreement)
  - vi. any one-off miscellaneous costs.
- b. By signing this Agreement, the Provider agree that the Initial Transitional Housing Record, accurately reflects the Properties, Service Delivery Fee, Up-front Costs, Maintenance Costs and other information agreed by the Parties.

### **2 Variations**

- a. The Parties may from time to time agree to vary the information in the Transitional Housing Record covered by this Agreement.
- b. Any variations must be in writing and signed by both Parties.
- c. Any changes to a Property or Costs will mean that the Transitional Housing Record will be amended and included as part of the relevant variation agreement.

**TRANSITIONAL HOUSING RECORD**

<b>Provider Name</b>	Wellington Women's House Incorporated
<b>Agreement Reference</b>	2000208
<b>Term</b>	01 July 2023 to 31 May 2025
<b>Location</b>	Wellington

**1. Service Delivery Fee (Weekly per household)**

<b>Amount</b>	<b>Period</b>	<b>Notes</b>
s 9(2)(j)	01 July 2023 to 31 May 2025	

**2. Upfront Costs**

<b>Upfront cost</b>	<b>Notes</b>
\$0.00	s 9(2)(j)

**3. Maintenance Costs**

<b>Maintenance Cost</b>	<b>Period</b>	<b>Notes</b>
s 9(2)(j)	01 July 2023 to 31 May 2025	

**4. Properties and Subsidy**

<b>Address</b>	<b>Number of bedrooms</b>	<b>Number of households</b>	<b>Subsidy amount (per week per property)</b>
Room 1, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	s 9(2)(j)
Room 2, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	
Room 3, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	
Room 4, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	
Room 5, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	
Room 6, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	

Address	Number of bedrooms	Number of households	Subsidy amount (per week per property)
Room 7, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	s 9(2)(j)
Room 8, 33 Brougham Street, Mt Victoria, Wellington	1 bedroom	1	