



## Property Management Requirements

Requirement	Detail
<b>1. General requirements</b>	
a. General maintenance	The Provider is to maintain all Properties in accordance with all relevant Laws and the standards and requirements applicable to a Class 1: Social Landlord.
b. Planned maintenance, unscheduled repairs and defect rectification	Planned maintenance, unscheduled repairs and defect rectification must be carried out in accordance with <del>the Operational Manual and</del> the relevant asset management plan for the Properties submitted to <u>and approved by</u> the Regulatory Authority (the <b>Asset Management Plan</b> ) and the Provider's internal policies and procedures in relation to the Services as submitted to <u>and approved by</u> the Regulatory Authority.
c. Records	The Provider is to maintain a system (or systems) that contains all relevant information, data and records relating to the Properties.
<b>2. Specific requirements</b>	
a. Interior Hardware	All interior hardware (including all windows, cupboards, doors and latches) is to be functional. <u>Appropriate privacy lock(s) will be present on all toilet and bathrooms doors. Any such locks must be capable of being unlocked from outside the toilet or bathroom.</u>
b. Window safety mechanisms	All windows above ground level must be fitted with appropriate security or restrictor stays.
c. Stove security	Stand-alone stoves must have an anti-tip device and drop bolt fitted and operating. Built-in ovens must be adequately restrained.
d. Hot water cylinder	Seismic straps must be securely fitted to each hot water cylinder.
e. Gas fittings	Any gas fittings and appliances must be safe to operate and must be inspected and certified on a regular basis and in accordance with the Gas (Safety and Measurement) Regulations by a person authorised under the Plumbers, Gasfitters and Drainlayers Act 2006.
f. Curtains and blinds	Appropriate curtains or blinds must be fitted and fully functional on (at least) all windows in living rooms, dining rooms and bedrooms.
g. Childproof storage	Where children are residing in a Property with a Tenant, <u>there must be storage space with childproof latches in each kitchen, bathroom and laundry</u> <del>adequate childproof storage space must be provided in each kitchen, bathroom and laundry.</del>
h. Doors and windows	All exterior doors, windows and associated hardware must be functioning and sealing well.
i. Entry lighting	All entrance doors must have appropriate light fixtures and fittings.

W  
O  
R  
K  
I  
N  
G  
D  
R  
A  
F  
T



Requirement	Detail		
3. <del>Helpdesk 24/7 Contact Point</del> and Inspections			
a.	<del>Helpdesk 24/7 Contact Point</del>	The Provider is to maintain, and ensure the Tenant is aware of, a 24/7 telephone contact point ( <del>Helpdesk 24/7 Contact Point</del> ) which allows the Tenant to contact the Provider free of charge to notify the Provider of any issue (including any emergency in relation to the Property and any Property-related jobs).  All <del>Helpdesk</del> calls <u>to the 24/7 Contact Point</u> must be answered, or the Tenant must be able to leave a recorded message <u>(and the Provider is to respond to the Tenant within the required response period set out in section 4 below)</u> .	
b.	Inspections	The Provider is to inspect each Property and each Tenancy at least once every 12 months <u>(an Inspection)</u> . For an <del>i</del> Inspection to be considered as conducted, both the Property elements and Tenancy elements need to be completed, however the Property elements and Tenancy elements of the <del>i</del> Inspection may be conducted together or at separate times.	
c.	Property elements	The <del>i</del> Inspections must, in relation to the Property: <ul style="list-style-type: none"><li>• check the state of repair of the Property;</li><li>• ascertain and record visible and notified defects;</li><li>• check the Property complies with all applicable Laws;</li><li>• check health and safety risks are appropriately managed; and</li><li>• check smoke alarms.</li></ul>	
d.	Tenancy elements	The <del>i</del> Inspection must undertake the Tenancy-related checks as required under paragraphs <del>3(e) and 3(f) (Inspections)</del> of the Tenancy Management Requirements.	
e.	Job logging	Immediately following <del>the each i</del> Inspection <del>(s)</del> , the Provider is to log, or ensure the Tenant logs, any defects and other jobs in relation to the Property <del>to with</del> the <del>Helpdesk 24/7 Contact Point</del> .	
4. <del>Response to defects and Property Jobs</del> <u>and defects</u>			
a.	General	<u>Property Jobs and defects</u> must be responded to and <u>permanently</u> rectified as set out below <u>(but subject to paragraph 4(d) below)</u> .	
	<del>Property Job Classification</del>	Description	<div>Required <del>R</del>esponse <del>P</del>eriod</div> <div>Required <u>permanent Rectification period</u> <del>Time</del></div>
	Emergency (EMG)	Required to be responded to urgently in order: <ul style="list-style-type: none"><li>• to protect from imminent danger or any other adverse effect on health, safety or security;</li><li>• otherwise to comply with any <del>HSE health and safety Laws</del> <u>Legislation</u>;</li><li>• to urgently reinstate an essential function or component of a Property that has failed, if it affects (or may affect) the health, safety or security of the Tenant; or</li></ul>	<div>Four hours</div> <div>24 hours</div>



Requirement	Detail		
	<ul style="list-style-type: none"> <li>to meet the requirements of any applicable <del>Laws</del>legislation or of any regulatory body with respect to security, provision of essential services or safety.</li> </ul> <p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none"> <li>there is a means of cooking;</li> <li>there is a <u>potable</u> hot water supply <u>and cold water supply</u><del>(potable)</del>;</li> <li><del>there is a cold water supply (potable);</del></li> <li>there is a gas supply (if the Property uses gas services);</li> <li>correction of all faults associated with sanitary appliances (toilets, showers, baths and hand basins) <u>where those sanitary appliances would otherwise be unable to be used by the Tenant</u>;</li> <li>correction of all faults associated with waste and sewer drains (e.g., blocked sink or drain) <u>where those waste and sewer drains would otherwise be unable to be used by the Tenant</u>;</li> <li>there is a power supply (restore power when lost to whole Property <u>and</u> restore lighting to communal areas);</li> <li>the building exterior is secure (e.g., fixing broken exterior doors, locks, windows or door glazing, or window catches or stays);</li> <li>there is electrical safety (e.g., detached or broken fittings, preventing shocks) <del>:-</del>;</li> <li>there is fire safety and a clear means of egress; <del>and</del></li> <li><del>there are at least two functioning smoke detectors in the Property</del><u>there is at least one working smoke alarm in each sleeping space of the Property (or otherwise within three metres of the entrance to each sleeping space); and</u></li> <li><u>there is at least one smoke alarm installed on the storey or level in the habitable space of each Property.</u></li> </ul>		
Urgent (URG)	Required to be responded to urgently to protect the Property or restore Tenant amenity, but not required to protect from imminent danger or any other adverse effect on the health, safety or security of any person or to comply with any <u>health and safety Laws</u> <del>HSE Legislation</del> .	One calendar day	Five calendar days



Requirement	Detail		
	<p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none"> <li>cooking appliances that are not fully functional are repaired;</li> <li>correction of rainwater leaks into the building envelope (e.g., repairs to flashings around roof penetrations, repairs to windows or doors that are leaking);</li> <li>correction of minor water supply pipe leaks;</li> <li>repair or replacement of smoke detectors that are not functioning (<u>provided that there must be at least one working smoke alarm in each sleeping space of the Property (or otherwise within three metres of the entrance to each sleeping space) and at least one smoke alarm installed on the storey or level in the habitable space of each Property) where at least two remain functional</u>);</li> <li>repair of potential <u>internal</u> trip hazards (e.g., <del>pathways</del>, floors linings, etc.); and</li> <li><del>loss of</del> functionality of clothes lines.</li> </ul>		
Specific Requirements	Maintenance or repair that does not fall within the above categories, and relates to the specific requirements set out in <u>Part section 2 above</u> of the <u>se</u> Property Management Requirements.	Two Business Days	The earlier of the next <del>tenancy</del> <del>i</del> inspection and six months.
Other (OTH)	<p>Reactive maintenance that does not fall within the above categories (and which does not fall into the "Deferred (DFR)" job classification category below), usually raised by Tenant notification or following an <u>Tenancy</u> Inspection, <del>including the property inspection element of a Tenancy Inspection</del>.</p> <p>Generally carried out to protect the Tenant or the Property, or required to meet the Provider's obligations under this Agreement, or required to meet the requirements of the Residential Tenancies Act <u>or other applicable Laws</u>, <del>other applicable law or the requirements of a regulatory body (if not captured by a classification above)</del>.</p> <p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none"> <li>interior linings, floor coverings etc. are free of material damage;</li> <li>exterior cladding, doors and windows are free from rot;</li> </ul>	Two Business Days	The earlier of the next <del>tenancy</del> <del>i</del> inspection and six months.



Requirement		Detail		
		<ul style="list-style-type: none"> <li>fences are in good repair;</li> <li>graffiti is removed;</li> <li>mould is removed and any associated mould preventative action is undertaken; and</li> <li>B<del>borer</del> or other infestation is treated.</li> </ul>		
	Deferred	Reactive maintenance that would ordinarily fit within the "Other (OTH)" Job classification category above, but where the J <del>job</del> is already scheduled in the P <del>rovider's</del> then-current Asset Management Plan or A <del>nnual M</del> maintenance P <del>lan</del> to take place as part of planned maintenance, provided the maintenance is shown in one or both of those documentsese Operative Documents as being planned to take place within the two year period commencing on the date that the relevant J <del>job</del> is logged with the H <del>elpdesk</del> 24/7 Contact Point.	Two Business Days	Two years
b.	Tenant/ <del>Tenancy Manager</del> N <del>otification</del>	The Provider is to notify the Tenant and the relevant <del>Tenancy Manager</del> of its plans to determine the cause of each of the above jobs, rectify it and indicate how long that rectification is to take.		
c.	Utilities	<del>For the avoidance of doubt, Notwithstanding paragraph 4(a) above,</del> the Provider is not responsible for ensuring that utilities supply or infrastructure is available to the Properties except to the extent that it is not due to an impediment on the Property that is preventing utility supply (such as broken or blocked water or gas pipes on the Property).		
d.	Temporary Rectification	<p>If the Provider is unable to <u>permanently</u> rectify an "Emergency" or "Urgent" J<del>job</del> within the R<del>required R</del>rectification P<del>eriod</del> <u>set out in paragraph 4(a) above</u>, it may act to temporarily ameliorate the consequences of the J<del>job</del> whilst the J<del>job</del> is being permanently rectified. In such case, the Provider must specify <u>in its Service Records</u>:</p> <ul style="list-style-type: none"> <li>the time by which permanent rectification will occur, which must be reasonable in the circumstances (taking into account the nature of the J<del>job</del> and the Tenant's circumstances); and</li> <li>the time by which the temporary amelioration of consequences will occur, which must be as soon as reasonably practicable in the circumstances and in no event later than when the permanent rectification period should have been,</li> </ul> <p>each of which must be notified to the Tenant and logged with the <u>Helpdesk 24/7 Contact Point</u> prior to the temporary work being commenced. <del>Where the Provider's planned timing is not considered by MSD to be reasonable in the circumstances, MSD may require an amendment to it.</del></p>		
	MSD may upgrade or downgrade	<del>If MSD disagrees with the Provider's categorisation of any Job on reasonable grounds, it may notify the Provider of the correct categorisation and that categorisation (along with the Response and Rectification Periods applicable to that re-categorised Job) will prevail.</del>		



Requirement	Detail
<b>5. Asset Management</b> <i>[Drafting Note: sections 5 and 6 only to be included in relation to New Supply Development Funding and Capacity Services Agreements]</i>	
Whole of life solution	<p>The Provider is to:</p> <ul style="list-style-type: none"><li>• provide and implement a robust and reliable whole of life asset management solution to the Properties;</li><li>• adopt a proactive process of continuous improvement and innovation, including advising MSD once a year on any innovations that may allow MSD to improve its capabilities; and</li><li>• focus its asset management activities in the Asset Management Plan in order to minimise interruption to Tenants and optimise asset performance and availability.</li></ul>
Asset management planning	<p>The Provider is to provide asset management services that:</p> <ul style="list-style-type: none"><li>• ensure Properties' assets meet or exceed the Asset Condition Standards referred to below;</li><li>• deliver a planned approach to asset renewal and replacement which allows for flexibility and changes over time and ensures continuous improvement;</li><li>• utilise an approach based on ISO55000 standards on asset management and New Zealand Asset Management Support (<b>NAMS</b>) documents; and</li><li>• collect condition and maintenance history to facilitate accurate planning and maintenance.</li></ul>
<b>6. Asset Condition Standards and Asset Condition Surveys</b>	
Asset Condition Standards	<p>The Asset Conditions Standards are, with respect to each individual Property, an average condition rating of 3 or better for the components of that Property (assessed in accordance with NAMS) at all times. <u><b>[Drafting note: NAMS reference still under consideration by MSD.]</b></u></p>
Provider Asset Condition Surveys	<p>The Provider is to carry out surveys to ascertain whether it has complied with its obligations in relation to the remediation, maintenance and refurbishment of the Properties as set out in the Asset Management Plan (an <b>Asset Condition Survey</b>).</p> <p>The Provider must produce a report based on an Asset Condition Survey in relation to each Property which will assess whether the Property is being maintained as required, and provide these reports to MSD on request.</p>
MSD Asset Condition Surveys	<p>The Provider shall allow MSD to carry out (or procure) Asset Condition Surveys, provided that MSD notifies the Provider at least 20 Business Days in advance and uses its reasonable endeavours to minimise disruption to Tenants and the Services.</p> <p>If an MSD Asset Condition Survey shows that the Provider has not, or is not complying with its obligations MSD shall be entitled to notify the Provider, specify a reasonable period within which the Provider is to carry out the required work (at the Providers cost) and recover the costs of the applicable Asset Condition Survey from the Provider.</p> <p>If the Provider fails to complete such work, MSD will be entitled to undertake such work and recover all costs of such from the Provider.</p>