

Property Management Requirements

Requirement		Detail
1. General requirements		
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 the relevant asset management plan for the Properties submitted to and approved by the Regulatory Authority (the Asset Management Plan) and the Provider's internal policies and procedures in relation to the Services as submitted to and approved by the Regulatory Authority.
c.	Records	The Provider is to maintain a system that contains all relevant information, data and records relating to the Properties.
2. Specific requirements		
a.	Interior Hardware	All interior hardware (including all windows, cupboards, doors and latches) is to be functional. Appropriate privacy lock(s) will be present on all toilet and bathrooms doors.
b.	Window safety mechanisms	All windows above ground level must comply with clause F4 of the New Zealand Building Code.
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	If a child resides in a Property with a Tenant and there is storage space in the kitchen, bathroom or laundry, there must be childproof latches on such storage space.
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.

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Requirement		Detail		
3. 24/7 Contact Point and Inspections				
a.	24/7 Contact Point	<p>The Provider is to maintain, and ensure the Tenant is aware of, a 24/7 telephone contact point (24/7 Contact Point) 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).</p> <p>All calls to the 24/7 Contact Point must be answered, or the Tenant must be able to leave a recorded message. The Provider is to respond to the Tenant within the required response period set out in section 4 below.</p>		
b.	Inspections	<p>The Provider is to inspect each Property and each Tenancy at least once every 12 months (an Inspection). For an 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 Inspection may be conducted together or at separate times.</p>		
c.	Property elements	<p>The Inspections must, in relation to the Property:</p> <ul style="list-style-type: none">• check the state of repair of the Property;• ascertain and record visible and notified defects;• check the Property complies with all applicable Laws;• check health and safety risks are appropriately managed; and• check smoke alarms.		
d.	Tenancy elements	<p>The Inspection must undertake the Tenancy-related checks as required under paragraphs 3(e) and 3(f) of the Tenancy Management Requirements.</p>		
e.	Job logging	<p>Immediately following each Inspection, the Provider is to log, or ensure the Tenant logs, any defects and other jobs in relation to the Property with the 24/7 Contact Point.</p>		
4. Property jobs and defects				
a.	General	<p>Property jobs and defects must be responded to and rectified as set out below (but subject to paragraph 4(d) below).</p>		
	Property job classification	Description	Required response period	Required rectification period
	Emergency	<p>Required to be responded to urgently in order:</p> <ul style="list-style-type: none">• to protect from imminent danger or any other adverse effect on health, safety or security, or otherwise to comply with any health and safety Laws;• 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• to meet the requirements of any applicable Laws or of any regulatory body with respect to security, provision of essential services or	Four hours	24 hours



Requirement	Detail		
	<p>safety.</p> <p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none">• there is a means of cooking;• there is a potable hot water supply and cold water supply;• there is a gas supply (if the Property uses gas services);• correction of all faults associated with sanitary appliances (toilets, showers, baths and hand basins) where those sanitary appliances would otherwise be unable to be used by the Tenant;• correction of all faults associated with waste and sewer drains (e.g., blocked sink or drain) where those waste and sewer drains would otherwise be unable to be used by the Tenant;• there is a power supply (e.g., restore power when lost to whole Property and restore lighting to communal areas);• the building exterior is secure (e.g., fixing broken exterior doors, locks, windows or door glazing, or window catches or stays);• there is electrical safety (e.g., detached or broken fittings, preventing shocks);• there is fire safety and a clear means of egress;• 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• there is at least one smoke alarm installed on each storey or level in the habitable space of each Property.		
Urgent	<p>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 health and safety Laws.</p> <p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none">• cooking appliances that are not fully functional are repaired;• correction of rainwater leaks into the building envelope (e.g., repairs to flashings around roof penetrations, repairs to windows or doors that are leaking);	One calendar day	Five calendar days



Requirement	Detail			
		<ul style="list-style-type: none"> correction of minor water supply pipe leaks; repair or replacement of smoke detectors that are not functioning (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 each storey or level in the habitable space of each Property); repair of potential internal trip hazards (e.g., floor linings, etc.); and functionality of clothes lines. 		
Specific Requirements	Maintenance or repair that does not fall within the above categories, and relates to the specific requirements set out in section 2 of these Property Management Requirements.	Two Business Days	The earlier of the next Inspection and six months	
Other	<p>Reactive maintenance that does not fall within the above categories (and which does not fall into the job classification category immediately below), usually raised by Tenant notification or following an Inspection.</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 or other applicable Laws.</p> <p>By way of illustration only (and without limitation), includes work necessary to ensure:</p> <ul style="list-style-type: none"> interior linings, floor coverings etc. are free of material damage; exterior cladding, doors and windows are free from rot; fences are in good repair; graffiti is removed; mould is removed and any associated mould preventative action is undertaken; and borer or other infestation is treated. 	Two Business Days	The earlier of the next Inspection and six months	
Planned maintenance in Asset Management Plan or annual maintenance plan	Reactive maintenance that would ordinarily fit within the "Other " job classification category immediately above, but where the job is already scheduled in the Provider's then-current Asset Management Plan or annual maintenance plan to take place as part of planned maintenance, provided the maintenance is shown in one or both of those documents as being planned to take place within the two year period commencing on the date that the relevant job is	Two Business Days	Two years	

Requirement		Detail
		logged with the 24/7 Contact Point.
b.	Tenant notification	The Provider is to notify the Tenant 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	Notwithstanding paragraph 4(a) above, the Provider is not responsible for ensuring that utilities supply or infrastructure is available to the Properties except to the extent that any unavailability 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 permanently rectify an "Emergency" or "Urgent" job within the required rectification period set out in paragraph 4(a) above, it may act to temporarily ameliorate the consequences of the job whilst the job is being permanently rectified. In such case, the Provider is to specify in its Service Records:</p> <ul style="list-style-type: none"> the time by which permanent rectification will occur, which must be reasonable in the circumstances (taking into account the nature of the job and the Tenant's circumstances); and 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 the required rectification period set out in paragraph 4(a), <p>each of which is to be notified to the Tenant and logged with the 24/7 Contact Point prior to the temporary work being commenced.</p>
5. Asset Management <i>[Drafting Note: section 5 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"> provide and implement a robust and reliable whole of life asset management solution to the Properties; 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 focus its asset management activities in the Asset Management Plan in order to minimise interruption to Tenants and optimise asset performance and availability. 	
Asset management planning	<p>The Provider is to provide asset management services that:</p> <ul style="list-style-type: none"> ensure Properties' assets meet or exceed the Asset Condition Standards referred to below; deliver a planned approach to asset renewal and replacement which allows for flexibility and changes over time and ensures continuous improvement; utilise an approach based on ISO55000 standards on asset management and New Zealand Asset Management Support (NAMS) documents; and collect condition and maintenance history to facilitate accurate planning and maintenance. 	