

# **APPLICATION AS NOTIFIED**

**J & M Yang**

**(RM240767)**

## **QUEENSTOWN LAKES DISTRICT COUNCIL**

### **SERVICE OF NOTICE / LIMITED NOTIFICATION**

**Service of Notice for Limited Notification of a Resource Consent application under Section 95B of the Resource Management Act 1991.**

**The Queenstown Lakes District Council has received an application for a resource consent from:**

Jeong and Myeong Yang

**What is proposed:**

A land use consent to use an existing residential dwelling for short-stay residential visitor accommodation (**RVA**) for a maximum of six (6) people, let individually for up to 365 nights per year. The applicant intends to let the residential unit for a minimum of two (2) nights for each stay.

**The location in respect of which this application relates is situated at:**

The subject site is situated at 12 Livingstone Lane, Frankton, Queenstown.

The legal description is:

Lot 13 DP 556690

**A full copy of this Limited Notified package is available for you to download on the following link:**

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM240767 as the reference <https://edocs.qldc.govt.nz/Account/Login>

**This file can also be viewed at our public computers at these Council offices:**

- **Gorge Road, Queenstown;**
- **and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).**

The Council planner processing this application on behalf of the Council is Alex Turner, who may be contacted by e-mail at [alex.turner@qldc.govt.nz](mailto:alex.turner@qldc.govt.nz)

Any person who is notified of this application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

**If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:**

**Thursday 3rd July 2025**

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

<https://www.qldc.govt.nz/services/resource-consents/apply-for-a-resource-consent/application-forms/>

You must serve a copy of your submission to the applicant (Jeong and Myeong Yang, johnyang124@gmail.com) as soon as reasonably practicable after serving your submission to Council:

C/- Richard Kemp  
richard@pragmaticplanning.co.nz  
Pragmatic Planning  
PO Box 2770  
Wakatipu  
Queenstown 9349

#### QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Neil Harkin pursuant to a delegation given under  
Section 34A of the Resource Management Act 1991)

**Date of Notification:** 4th June 2025

#### Address for Service for Consent Authority:

Queenstown Lakes District Council  
Private Bag 50072, Queenstown 9348  
Gorge Road, Queenstown 9300

Phone  
Email  
Website

03 441 0499  
rcsubmission@qldc.govt.nz  
www.qldc.govt.nz

## TechnologyOne ECM Document Summary

Printed On 03-Jun-2025

Class	Description	Doc Set Id / Note Id	Version	Date
PUB_ACC	Form 9	8302668	1	20-Sep-2024
PUB_ACC	Application & AEE	8471218	1	05-Feb-2025
PUB_ACC	Record of Title 973010	8302661	1	20-Sep-2024
PUB_ACC	Consent Notice 11194960.12	8302669	1	20-Sep-2024
PUB_ACC	Land Covenant 11194960.13	8302665	1	20-Sep-2024
PUB_ACC	Land Covenant 11194960.3	8302667	1	20-Sep-2024
PUB_ACC	Land Covenant 11194960.9	8302666	1	20-Sep-2024
PUB_ACC	Volunteered Conditions of Consent	8302658	1	20-Sep-2024
PUB_ACC	RVA Plans	8302660	1	20-Sep-2024
PUB_ACC	Visitor Accommodation Management Plan	8302659	1	20-Sep-2024
PUB_ACC	Residential Design Guideline Assessment	8302662	1	20-Sep-2024
PUB_ACC	Outdoor Area Notice	8302663	1	20-Sep-2024
PUB_ACC	Letter to Neighbours	8302664	1	20-Sep-2024
PUB_ACC	Signed APA 28 Livingstone Lane	8418307	1	18-Dec-2024



PUB_ACC	Signed APA 10 Livingstone Lane	5	8418308	1	18-Dec-2024
PUB_ACC	Signed APA 11 Livingstone Lane		8418309	1	18-Dec-2024
PUB_ACC	Signed APA 13 Livingstone Lane		8418310	1	18-Dec-2024



6  
APPLICATION FOR RESOURCE CONSENT OR  
FAST TRACK RESOURCE CONSENT

# FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS\* OF THIS FORM.

This form provides contact information and details of your application. If your form does not provide the required information it will be returned to you to complete. Until we receive a completed form and payment of the initial fee, your application may not be accepted for processing.

## APPLICANT //

- Must be a person or legal entity (limited liability company or trust).
- Full names of all trustees required.
- The applicant name(s) will be the consent holder(s) responsible for the consent and any associated costs.

\*Applicant's Full Name / Company / Trust: **Jeong and Myeong Yang**

(Name Decision is to be issued in)

All trustee names (if applicable):

\*Contact name for company or trust:

\*Postal Address: **30 Brookfield Drive, Northwood, Christchurch**

\*Post code:

**8051**

\*Contact details supplied must be for the applicant and not for an agent acting on their behalf and must include a valid postal address

\*Email Address: **johnyang124@gmail.com**

\*Phone Numbers: Day **027 233 3066**

Mobile: **027 233 3066**

\*The Applicant is:



Owner



Prospective Purchaser (of the site to which the application relates)



Occupier



Lessee

Other - Please Specify:



Our preferred methods of corresponding with you are by **email** and **phone**.

The **decision** will be sent to the Correspondence Details by **email** unless requested otherwise.

## CORRESPONDENCE DETAILS //

If you are acting on behalf of the applicant e.g. agent, consultant or architect please fill in your details in this section.

\*Name & Company: **Richard Kemp - Pragmatic Planning**

\*Phone Numbers: Day **021 104 3405**

Mobile: **021 104 3405**

\*Email Address: **richard@pragmaticplanning.co.nz**

\*Postal Address: **PO Box 2770  
Wakatipu  
Queenstown**

\*Postcode:

**9349**

## INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf.  
For more information regarding payment please refer to the Fees Information section of this form.

\*Please select a preference for who should receive any invoices and how they would like to receive them.

Applicant:



Agent:



Other - Please specify:

Email:



Post:



\*Attention: **Jeong and Myeong Yang**

\*Postal Address: **30 Brookfield Drive, Northwood, Christchurch**

\*Post code:

**8051**

\*Please provide an email AND full postal address.

\*Email: **johnyang124@gmail.com**



## OWNER DETAILS // Please supply owner details for the subject site/property if not already indicated above

Owner Name:

Owner Address:

Owner Email:

If the property has recently changed ownership please indicate on what date (approximately) AND the names of the previous owners:

Date:

Names:



## DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf.

\*Please select a preference for who should receive any invoices.

Details are the same as for invoicing



Applicant:



Landowner:



Other, please specify:

\*Attention: Jeong and Myeong Yang

\*Email: johnyang124@gmail.com

[Click here for further information and our estimate request form](#)



## DETAILS OF SITE // Legal description field must list legal descriptions for all sites pertaining to the application. Any fields stating 'refer AEE' will result in return of the form to be fully completed.

\*Address / Location to which this application relates:

12 Livingstone Lane, Frankton

\*Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)

Lot 13 Deposited Plan 556690 as held in Record of Title 973010

District Plan Zone(s): Lower Density Suburban Residential Zone



## SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below

Is there a gate or security system restricting access by council?

YES

☐

NO

☒

Is there a dog on the property?

YES

☐

NO

☒

Are there any other hazards or entry restrictions that council staff need to be aware of?

YES

☐

NO

☒

If 'yes' please provide information below



## PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?

☐

Yes

☒

No

☐

Copy of minutes attached

If 'yes', provide the reference number and/or name of staff member involved:



## CONSENT(S) APPLIED FOR // \* Identify all consents sought // ALSO FILL IN OTHER CONSENTS SECTION BELOW

☒

Land use consent

☐

Subdivision consent

☐

Change/cancellation of consent or consent notice conditions

☐

Certificate of compliance

☐

Extension of lapse period of consent (time extension) s125

☐

Existing use certificate

☐

Land use consent includes Earthworks



## QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

☐

Controlled Activity

☐

Deemed Permitted Boundary Activity

If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process

☐

## BRIEF DESCRIPTION OF THE PROPOSAL //

\* Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal

\*Consent is sought to:

Undertake residential visitor accommodation - please see AEE for full details of the proposal



## APPLICATION NOTIFICATION

Are you requesting public notification for the application?

☐

Yes

☒

No

Please note there is an additional fee payable for notification. Please refer to Fees schedule



## OTHER CONSENTS

### Is consent required under a National Environmental Standard (NES)?

- NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website

<https://environment.govt.nz/publications/national-environmental-standard-for-assessing-and-managing-contaminants-in-soil-to-protect-human-health-information-for-landowners-and-developers/>

You can address the NES in your application AEE OR by selecting ONE of the following:

☐

This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m<sup>3</sup> per 500m<sup>2</sup>). Therefore the NES does not apply.

☒

I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

NOTE: depending on the scale and nature of your proposal you may be required to provide details of the records reviewed and the details found.



## OTHER CONSENTS // CONTINUED

9

☐

I have included a Preliminary Site Investigation undertaken by a suitably qualified person.

☐

An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.

☒ Any other National Environmental Standard

☐

Yes

☒

N/A

### Do you need any consent(s) from Otago Regional Council?

☐

Yes

☒

N/A

If Yes have you applied for it?

☐

Yes

☐

No

If Yes supply ORC Consent Reference(s)

If ORC Earthworks Consent is required would you like a joint site visit ?

☐

Yes

☐

No



## INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application should include the following:

☒

Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants (Can be obtained from Land Information NZ at <https://www.linz.govt.nz/>).

☒

A plan or map showing the locality of the site, topographical features, buildings etc.

☒

A site plan at a convenient scale.

☐

Written approval of every person who may be adversely affected by the granting of consent (s95E).

☒

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered along with any other relevant matters, for example if a consent notice is proposed to be changed. Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications electronically – please see Appendix 5 – [Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



## PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



## FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable prior to issuing of the decision. Payment is due on the 20th of the month or prior to the issue date – whichever is earlier.



## FEES INFORMATION // CONTINUED

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

**LIABILITY FOR PAYMENT** – Please note that by signing and lodging this application form you are acknowledging that the details in the invoicing section are responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

**MONITORING FEES** – Please also note that the fee paid at lodgement includes an initial monitoring fee of \$273 for land use resource consent applications and designation related applications, as once Resource Consent is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

**DEVELOPMENT CONTRIBUTIONS** – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, [please call 03 441 0499](#) and ask to speak to our duty planner.

Please ensure to [reference any banking payments correctly](#). Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



## PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted. Unless you have requested an invoice.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g RMJONES

Applications already submitted: Please use the RM# reference that has been assigned to your application, this will have been emailed to yourself or your agent and included on the invoice.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:

☐

Bank transfer to account 02 0948 0002000 00 (If paying from overseas swiftcode is – BKNZ222)



Invoice for initial fee requested and payment to follow

☐

Manual Payment (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)

Reference

Amount Paid: Land Use and Subdivision Resource Consent fees - please select from drop down list below

\$2426 - Restricted Discretionary Activity (overall consent status)

(For required initial fees refer to website for Resource Consent Charges or speak to the Duty Planner by phoning 03 441 0499)

Date of Payment

## APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.



If lodging this application as **the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.

OR:



If lodging this application as **agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant / Agent whose details are in the invoicing section is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.



I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.

PLEASE TICK

Signed (by or as authorised agent of the Applicant) **\*\* Richard Kemp**

Digitally signed by Richard Kemp  
Date: 2024.06.28 10:51:27 +12'00'

Full name of person lodging this form **Richard Kemp**

Firm/Company **Pragmatic Planning**

Dated **17 September 2024**

**\*\*If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.**

Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

### 1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

- Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

### 2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;

Information provided within the Form above

- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

- (2) The assessment under subclause (1)(g) must include an assessment of the activity against—

- (a) any relevant objectives, policies, or rules in a document; and
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)

- (3) An application must also include an assessment of the activity's effects on the environment that—

- (a) includes the information required by clause 6; and
- (b) addresses the matters specified in clause 7; and
- (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

### ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- An application must also include any of the following that apply:
  - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1));
  - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A));





## Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
  - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
  - (b) an assessment of the actual or potential effect on the environment of the activity;
  - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
  - (d) if the activity includes the discharge of any contaminant, a description of—
    - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
    - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
  - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
  - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
  - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
  - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).
- (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
- (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
  - (a) oblige the applicant to consult any person; or
  - (b) create any ground for expecting that the applicant will consult any person.

## CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
  - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects;
  - (b) any physical effect on the locality, including any landscape and visual effects;
  - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity;
  - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations;
  - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants;
  - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
- (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.



## UNDER THE FOURTH SCHEDULE TO THE ACT:

- An application for a subdivision consent must also include information that adequately defines the following:
  - (a) the position of all new boundaries:
  - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
  - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
  - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
  - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
  - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
  - (g) the locations and areas of land to be set aside as new roads.

## APPENDIX 3 // Development Contributions

## Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
  - Water supply
  - Wastewater supply
  - Stormwater supply
  - Reserves, Reserve Improvements and Community Facilities
  - Transportation (also known as Roding)

[Click here for more information on development contributions and their charges](#)

OR Submit an Estimate request \*please note administration charges will apply



## APPENDIX 4 // Fast - Track Application

Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the Act.

## APPENDIX 5 // Naming of documents guide

While it is not essential that your documents are named the following, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.

Application Form 9

Engineering Report

Assessment of Environmental Effects (AEE)

Geotechnical Report

Computer Register (CFR)

Wastewater Assessment

Covenants &amp; Consent Notice

Traffic Report

Affected Party Approval/s

Waste Event Form

Landscape Report

Urban Design Report

Ecological Report

# Resource Consent Application

To:  
Queenstown Lakes District Council

## J & M Yang

Use of Existing Dwelling for  
Residential Visitor Accommodation

12 Livingstone Lane, Frankton

13 January 2024



# Application Summary

**Applicant:** Jeong and Myeong Yang

**Application:** Application under Section 88 of the Resource Management Act 1991 (RMA) for a land use consent to undertake residential visitor accommodation from an existing residential unit.

**Location:** 12 Livingstone Lane, Frankton

**Legal Description:** Lot 13 Deposited Plan 556690 as held in Record of Title 973010

**District Plan (Operative) Zoning:** Low Density Residential

**District Plan (Proposed) Zoning:** Lower Density Suburban Residential

**Council Assessment Number:** 2910326621

**Activity Status:** Restricted Discretionary

The following is an assessment of environmental effects that has been prepared in accordance with Schedule 4 of the Resource Management Act 1991 (RMA). The assessment of effects corresponds with the scale and significance of the effects that the proposed activity may have on the environment.

# 1. PROPOSAL AND SITE DESCRIPTION

## ***Background to the Application:***

The Applicant is based outside of Queenstown (in Christchurch) and previously purchased the property as a part-time holiday home residence for themselves.

Given the residential unit is used as part-time holiday home for the owners, it cannot be rented to long-term tenants. Therefore, the Applicant seeks to utilise the dwelling for short term residential visitor accommodation, whilst not using it for themselves or friends/family.

## ***Proposal Description:***

Consent is sought to use an existing residential dwelling for short-stay residential visitor accommodation (RVA) for a *maximum* of six (6) people, let individually for up to 365 nights per year. The applicant intends to let the residential unit for a minimum of two (2) nights to each group.

Specifically, the form of visitor accommodation proposed is the commercial letting of the residential unit through means such as (but not limited to) Airbnb, Bookabach and other holiday home letting websites – to be managed through an appointed local property manager.

The residential unit can comfortably accommodate a maximum of 6 people and will be rented out to a single group. The proposed activity is the commercial letting of the residential unit to one group, and will not operate as a backpacker's hostel or boarding house etc.

The specific sleeping configuration of the dwelling is as follows (references to the bedroom numbers on the attached RVA Floor Plans):

- Bedroom 1: Queen Bed - 2 guests
- Bedroom 2: 2x Single Beds - 2 guests
- Bedroom 3: Queen Bed - 2 guests

As a standalone residential unit rented to a family/group, there will not be any dedicated on-site manager of the activity. However, the appointed local property manager will be readily contactable at all times through electronic means (phone call, instant messaging, email etc).

In terms of car parking, there is on-site car parking provided for two (2) vehicles within the double garage. All guests will be instructed to park within the double garage.

With respect to rubbish and recycling collection, the Applicant is aware of Council's Policy that property rated as Commercial or Accommodation is not entitled to Council's waste collection service. This typically applies to Residential Visitor Accommodation activities for more than 180 nights per year.

As consent is sought for more than 180 nights/yr of RVA, the Applicant will therefore either have their locally-based Property Manager remove rubbish/recycling off-site for disposal

when servicing the unit, or alternatively will engage a private contractor to collect rubbish and recycling, such as All Waste.

### ***Site and Locality Description***



**Figure 1 – The Subject Site**



**Figure 2 – Subject Dwelling**

The site is legally described as Lot 13 Deposited Plan 556690 as held in Record of Title 973010, with a street address of 12 Livingstone Lane in Frankton (as seen in Figure 1).

The site contains a detached, three-level residential dwelling (seen in Figure 2). The basement level contains a double garage and laundry. The middle level contains three bedrooms and a bathroom. The upper level contains the open-plan kitchen/living/dining areas.

The outdoor living area is a semi-enclosed balcony on the upper level, extending to the south-east off the indoor living room.

Access to the site is off the public Livingstone Lane (that is contained within the legal State Highway 6A road reserve), via a private section of Livingstone Lane (being a jointly-owned access allotment that the application site holds 1/15<sup>th</sup> share in), and via a right of way over the neighbouring #10 Livingstone Lane.

The topography of the site has been highly modified by the construction of the residence, but is of a slope up from the southern corner toward the northern corner.

The wider surrounding environment consists of primarily residential living activities. Further down across Frankton Road to the south/east is the Frankton Marina and other commercial activities.

### ***Relevant Site History***

Resource Consent RM170487 was granted on 4 September 2017 for earthworks, retaining, accessway widening, the construction of 15 residential units and subdivision consent to subdivide the site into 16 new lots.

Resource Consent RM181143 was granted on 17 December 2018 to vary Conditions 1, 3 and 13 of the land use consent and Conditions 1, 3, 12 and 17 of the subdivision consent for RM170487 to vary the site plans, elevations, approved survey plan and prior to

occupancy and Section 224c conditions for proposed Lot 1 and the site plan and parking provisions for Lots 2, 3 and 14.

## 2. ACTIVITY STATUS

### 2.1 THE OPERATIVE DISTRICT PLAN

With the Environment Court issuing a consent order (Decision No. [2023] NZEnvC 11) on 30 January 2023, the previous provisions of the Operative District Plan regarding visitor accommodation are now deemed inoperative. The relevant rules under the replacement Proposed District Plan are now treated as operative pursuant to section 86F of the Resource Management Act.

### 2.2 THE PROPOSED DISTRICT PLAN

Council notified its decisions on Stage 2 of the Proposed District Plan on 21 March 2019. The subject site is zoned 'Lower Density Suburban Residential' in the PDP and the proposed activity requires resource consent for the following reasons:

- A **restricted discretionary** activity pursuant to Rule 7.5.18 for a Residential Visitor Accommodation activity exceeding 90 nights per annum. Council's discretion is restricted to:
  - a) The location, nature and scale of activities;
  - b) Vehicle access and parking;
  - c) The management of noise, rubbish, recycling and outdoor activities;
  - d) Privacy and overlooking;
  - e) Outdoor lighting;
  - f) Guest management and complaints procedures;
  - g) The keeping of records of residential visitor accommodation use, and availability of records for Council inspection; and
  - h) Monitoring requirements, including imposition of an annual monitoring charge.
- A **restricted discretionary** activity pursuant to Rule 29.5.4 which requires the provision of one mobility parking space for a visitor accommodation activity involving six or more guests, with no formal mobility parking spaces provided. Council's discretion is restricted to: The number, location, and design of mobility parking spaces, including the accessibility of the spaces to the building, and the effectiveness of associated signage.

Overall, the application is considered to be a **restricted discretionary** activity.

### 3.0 SECTION 95A NOTIFICATION

#### *Step 1 – Mandatory public notification*

- We are not requesting public notification of the application.
- Provided a request is reasonable, we are unlikely to refuse to provide further information or refuse the commissioning of a report under Section 92(2)(b) of the Act.
- The application does not seek to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Accordingly, mandatory public notification of the application is not required.

#### *Step 2 – Public notification precluded*

- Public notification is not precluded by any rule or national environmental standard.
- The proposal is not a controlled activity, a restricted discretionary/discretionary subdivision or a residential activity, or a boundary activity as defined by section 87AAB.
- The proposal is not a prescribed activity.

Accordingly, public notification of the application is not precluded.

#### *Step 3 – If not precluded by Step 2, public notification is required in certain circumstances*

- Public notification of this application is not specifically required under a rule or national environmental standard.

A consent authority must publicly notify an application if it decides under s95D(8)(b) that the activity will have or is likely to have adverse effects on the environment that are more than minor. An assessment in this respect is made in Section 5 below.

#### *Step 4 - public notification in special circumstances*

- In this case it is considered that no special circumstances exist. This is because the proposal is for a visitor accommodation land use that is enabled (when appropriate in certain circumstances) through the District Plan.

### 4.0 EXCLUSIONS FROM ASSESSMENT (s95D(D))

a) *The Council must disregard any effects on persons who own or occupy:*

- ii) *the land in, on, or over which the activity will occur; or*
- iii) *any land adjacent to that land; and*

In this instance, the persons considered to be those listed above are marked with a Red 'X' in Figure 3 below:





**Figure 3 – The Subject Site & Adjacent Land**

- b) may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect; “the permitted baseline”:*

With respect to visitor accommodation, the permitted baseline includes the use of the property for residential visitor accommodation (as defined) for up to 90 nights per annum once registered as a holiday home with the Council. In order to be a permitted activity, certain standards need to be met including guest numbers, record keeping, written notice delivered to neighbours, restriction on the hours of outdoor living use, rubbish/recycling, and no heavy vehicles.

A permitted baseline does also exist for use of the dwelling for standard residential activity.

- c) in the case of a restricted discretionary activity, must disregard an adverse effect of the activity that does not relate to a matter for which a rule or national environmental standard restricts discretion:*

The proposal is a restricted discretionary activity under the Queenstown Lakes District Plan. The Council must disregard effects other than that associated with the following matters of reserved discretion outlined in Section 2 above.

- d) must disregard trade competition and the effects of trade competition:*

There are no effects of trade competition relevant to the current proposal.

- e) must disregard any effect on a person who has given written approval to the relevant application:*

Neighbouring property owners/occupiers have been consulted on the proposal, with written approvals expected to follow shortly. The details of this consultation will be outlined in the s95E assessment to follow.

## 5.0 ASSESSMENT OF EFFECTS ON THE ENVIRONMENT (s95D)

*The following assessment of effects on the environment a) includes the information required by clause 6 (Schedule 4 of the RMA); and (b) addresses the matters specified in clause 7; and (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.*

*For readability, the following assessment does not use the specific wording outlined in clauses 6 and 7. However this assessment has been prepared to address the requirements of these clauses.*

### ***The location, external appearance and design of buildings;***

In this case the proposed RVA activity will be undertaken from within an existing residential unit. No external changes to the bulk or location of the building are proposed. Guests will access the building through the existing entry points.

The existing building will continue to appear as a complementary part of the wider Queenstown urban fabric. Therefore, it is considered that the amenity values of the surrounding environment including the visual amenity of the street, neighbouring properties and views of the lake will be maintained.

Accordingly, it is concluded that the existing location, design, and external appearance of the existing residential building is appropriate and adverse effects on the environment will be less than minor in this regard.

### ***The location, nature and scale of activities on site***

The dwelling contains three bedrooms – each containing a bed(s) suitable for two guests. Therefore, the dwelling will comfortably accommodate a maximum of 6 guests without resulting in over-crowding or necessitating people sleeping on couches etc. A condition of consent ensuring a maximum occupancy of 6 guests at any one time is invited.

Given there is car parking for a minimum of two (2) cars on the site and the majority of cars in New Zealand have capacity for a minimum of 5 pax – this will ensure the nature of the RVA activity (including the scale of associated traffic generation/car parking) will be completely absorbed by the site.

The nature of RVA proposed (similar to ‘Airbnb’ rentals) allows the manager to pre-vet guests before arriving on the site. The activity will be compatible with the amenity values of the wider residential environment since, from outside of the site, it will be difficult to observe that the residential unit is in fact used for RVA - being undertaken from within an existing residential dwelling.

Other relevant assessment matters direct attention to the nature of the development in the context of permitted future uses on nearby sites; loss of privacy; proximity of outdoor facilities in relation to neighbours; hours of operation; and the need for landscaping to mitigate visual effects.

Relevant permitted future uses on nearby sites are primarily residential. The proposed RVA activity is small-scale in comparison to say, a hotel or backpackers, and will be compatible with the anticipated future uses of the zone. There will be very little loss of

privacy values in relation to the wider area, given the permitted baseline of residential use and how the proposed activity will be undertaken from within an existing residential unit.

No specific hours of operation are proposed. However, given the relatively small-scale/nature of the activity any adverse effects on the environment in this regard are considered to be less than minor.

Given the existing nature of the building and site, no specific landscaping is considered to be necessary to mitigate the adverse effects of the proposal on the wider environment.

Whilst not a direct s95 consideration, it is also noted that the proposal will result in positive effects – being the supply of ‘ready-to-go’ Queenstown Visitor Accommodation.

Finally, one relevant assessment matter directs consideration to ensuring the site is adequately serviced with the required water supply and that adequate provision is made to dispose of wastewater, stormwater, and other wastes.

Given the RVA activity will be undertaken from an existing and serviced residential unit, any potential adverse effects in this regard will be effectively avoided and mitigated. Rubbish and recycling will be disposed of in a proper manner. The proposed VAMP sets out procedures for ensuring that rubbish/recycling is disposed of properly – to be overseen by the manager.

#### *Nature and Scale - Cumulative Effects*

In terms of other land uses – consideration should also be had as to cumulative effects of similar RVA activities authorised by resource consent nearby.

It firstly needs to be determined as to what the receiving environment (or ‘neighbourhood’) is from which cumulative effects are to be assessed. In this case this the ‘neighbourhood’ is considered to be those properties outlined in red in Figure 4 below.

The reasons for this area include commonality of access, and relative ‘closeness’ of dwellings in relation of the application dwelling at 12 Livingstone Lane, topography of the area, and consideration of roads.

A search of Council’s Property Files has been undertaken for these nearby properties. It has been found that the following properties are resource-consented for short-term accommodation purposes:

- 7 Livingstone Lane – RM180649 approved two (2) persons up to 365 nights per year within two (2) existing residential units which are contained within the same building (365 nights/yr).
- 15 Livingstone Lane – RM181326 approved 180 nights per year and for a maximum of 6 guests.
- 3/1 Marina Drive, Frankton - RM181243 approved 365 days per calendar year for a max of 6 guests





**Figure 4 – The Neighbourhood/Receiving Environment for Cumulative Effects Assessment**

Number 5 Livingstone Lane contains 10 residential units held in the same ownership. In the RM181326 decision, it is noted with respect to 5 Livingstone Lane that: *"This property contains 10 units owned by the NZ Railways Staff Welfare Soc Inc. The nearest unit to the application site is Unit 10. These units are utilised as affordable holiday homes for members, being rail industry staff and members of the Rail and Maritime Transport Union. The units are therefore not used for residential activities."*

As of January 2025, this property is not being rated by QLDC for a visitor accommodation or mixed-use accommodation land use – which occurs for lawful short-term accommodation properties. There are no resource consents on the property file for this property, nor any existing use certificates. It is acknowledged that the complex pre-dates the RMA.

Given that, unusually, the QLDC's rates for the complex do not reflect a short-term accommodation land use, and in the absence of a resource consent or existing use certificate, it is not possible to conclusively make a determination on the lawful status of any short-term letting of the units on 5 Livingstone Lane - or confirm that the requirements of Section 10 of the RMA have been met.

Without any conclusive evidence of lawful short-term letting on this property, any short-term accommodation activity on this property should be disregarded from this assessment of cumulative effects.

Returning to the 'neighbourhood' outlined within Figure 4 - within this neighbourhood there are thirty-nine (39) residential units in total. Inclusive of the proposed RVA activity on the application site, there would be five (5) resource-consented short-term accommodation residential units – or 12.8%. In this case, adverse cumulative effects on the wider environment (with resultant impact on neighbourhood character/amenity) will be less than minor.

Even if the units on #5 Livingstone Lane were ultimately and formally deemed to be undertaking lawful short-term accommodation (through either a resource consent or existing use certificate) and could therefore be included in this assessment -that would result in a total of 38.4% of the 'neighbourhood' being used for lawful short-term accommodation purposes. This percentage which would result in minor (but not more than minor) adverse cumulative effects on the environment (with resultant impact on neighbourhood character/amenity) as the nature and scale of the proposed activity will not yet represent the crossing of a threshold whereby the character of the neighbourhood will be unacceptably altered. Instead, this area will adequately be able to absorb the activity while maintaining a sufficient residential character – protecting social cohesion.

Overall, the location, nature and scale of the activities on the site are considered to be appropriate and will result in adverse effects on the environment that are no more than minor.

### ***Vehicle Access and Parking***

Access to the site and residential unit is proposed to be the same as existing – via the existing vehicle crossing off Livingstone Lane and into the double garage via the right of way over #10 Livingstone Lane. All guests will be briefed on the access and car parking situation prior to arriving at the site.

Relevant assessment matters in this regard direct consideration to the adequacy of car and coach parking on the site, adverse effects resulting from vehicles (noise, vibration, lighting etc), pedestrian safety, traffic generation/congestion, and the ability to mitigate these adverse effects.

Given the nature and scale of RVA proposed (being very similar to anticipated residential activity), this existing access is considered suitable to serve the needs of the site. Adequate on-site car parking will be provided as determined above.

No dedicated coach parking is provided for the activity – all guests will either arrive to the site by private vehicle or public transportation (i.e. regular buses or taxis). Despite this, the provision for buses is a matter of reserved discretion for Council. In this regard, it is noted that the proposal is not of a scale that would necessitate the provision of an on-site coach park. The RVA activity proposed will accommodate a maximum of 6 people and is of a scale that would not attract tour groups or similar.

However, in order to ensure the avoidance of adverse effects in this regard, the applicant would invite a condition of consent that no coaches are to pick-up, drop-off, or park at the site.

While a dedicated mobility car parking space will not be provided, the VAMP includes measures designed to avoid adverse effects in this regard, and the scale of the activity is such that demand for an accessible car park is likely to be much less than a larger scale visitor accommodation complex. Furthermore, the dwelling is fundamentally not suited for occupation by guests with mobility needs, given the multi-levels and internal stairs being the only means of access through the dwelling.

While using the existing dwelling for RVA will result in traffic movements to and from the site (with associated adverse effects including noise, vibration and glare from headlights), these adverse effects will be of the same nature and scale to that which would occur with the anticipated residential use.

With respect to pedestrian safety – given that the existing access points will be used and adequate on-site car parking will be provided; any resulting adverse effects on the environment in this regard will be less than minor.

Overall it is concluded that adverse effects on the environment will be less than minor with respect to the location of parking, buses and access.

### ***Noise & Outdoor Living Areas***

District Plan Standard 36.5.2 restricts sound from Visitor Accommodation activities to be within prescribed limits.

In essence, this means that the proposed RVA activity is not excluded from the noise limits of the District Plan and will need to comply as resource consent is not sought in this regard. Relevant assessment criteria seek the avoidance of noise emissions beyond the property boundary through mitigation measures.

The majority of the RVA activity will be undertaken inside the existing dwelling. It is considered that activity undertaken within the building are likely to comply unless excessive noise is generated. In that regard, a condition of consent is volunteered to ensure adherence to these noise limits, and the noise management plan (NMP) is implemented to avoid adverse noise effects.

It is considered that the outdoor living area of the site has the greatest potential to result in adverse noise effects, particularly during the hours when the night-time noise limits are in effect (8pm – 8am).

Noise is inherently a difficult effect to manage given the ambiguous nature and subjective experience. It is considered that the best method to manage noise from these outdoor areas is through a NMP. Specifically, the attached NMP (contained within the Visitor Accommodation Management Plan) identifies the following methods to be utilised to avoid and mitigate adverse effects from the outdoor living area:

- No use of the outdoor living area between the hours of 10pm – 7am.

- No amplified sound (music or otherwise) to be played within the outdoor living area between the hours of 8pm – 8am.
- Signage to be erected (both inside the residential unit and outside in the outdoor living area) informing guests they are in a residential area and to keep noise levels to a minimum between 8pm – 8am, and that outdoor living area is not to be used between 10pm – 7am. This signage shall also contain the contact number of the owner/manager so as to enable guests to contact them at any time with questions.
- Procedures for managing any complaints.
- NMP Review procedures.

It is considered that the use of a comprehensive NMP is the best way to manage and control adverse noise effects such that they will be less than minor.

Overall given the proposed comprehensive noise management procedures - adverse effects on the environment are likely to be less than minor with respect to noise.

### ***Health and Safety***

In terms of health and safety, there are no specific concerns identified with the property in this regard. Adequate and safe access and on-site car parking will be provided – suitable for short-term unfamiliar users. The proposed VAMP contains clauses relating to health and safety, and sufficient smoke alarms will be installed/maintained.

As such adverse effects on the environment are considered to be less than minor with respect to health and safety.

### ***Rubbish and Recycling***

The proposed VAMP contains specific clauses to ensure the proper management of rubbish and recycling generated by the RVA activity. The Applicant understands Council's policy that QLDC-supplied rubbish and recycling collection will no longer be available to them if resource consent is granted for more than 180 nights/yr of RVA. Private collection/disposal will therefore be arranged either by the Property Manager themselves when servicing the unit, or via a private contractor.

While rubbish and recycling will inherently be generated by the proposed activity, this would also occur with the permitted baseline of standard residential occupation of the property, or RVA contained within the permitted baseline of up to 90 nights/yr.

Furthermore, rubbish and recycling in the context of a RVA activity is largely self-regulating, as both Hosts and Property Managers are both incentivised to ensure a high level of management in this regard. If rubbish/recycling is not managed properly and left lying around the property or generating odour – the next guests staying would likely complain and/or leave negative online reviews – adversely impacting the reputation of the property and future booking potential.

Accordingly adverse effects on the environment will be less than minor with respect to rubbish and recycling.

### ***Privacy and Overlooking***

The matter of discretion relating to privacy and overlooking is more relevant to the assessment of effects on persons/neighbours, and as such will be addressed in the s95E assessment to follow. Adverse effects on the wider environment will therefore be less than minor with respect to privacy and overlooking.

### ***Outdoor Lighting***

In terms of outdoor lighting, a condition of consent is volunteered to ensure outdoor lighting shall be turned off between the hours of 10.00pm to 7.00am, or shall be sensor-operated, or shall be directed away from adjacent roads and properties so that light spill beyond property boundaries does not occur.

These measures will ensure the avoidance of potential adverse glare effects on the wider environment, such that they will be less than minor.

### ***Guest Management, Record Keeping, Complaints Procedures & Monitoring***

The attached VAMP sets out the proposed methods to ensure effective guest management, and proper response to any complaints. Specifically, the VAMP contains procedures relating to ensuring guests are briefed on the car parking/access situation, house rules, a noise management plan, and VAMP review.

The Applicant understands the need to keep comprehensive records of the activity, and a condition of consent would be invited in this regard; including that the records be promptly made available for Council inspection when requested.

Finally, no specific monitoring of the activity is considered necessary, other than standard monitoring undertaken by Council's Monitoring department.

Overall adverse effects on the environment are concluded to be less than minor with respect to guest management, record keeping & monitoring.

### ***Summary – Effects on the Environment***

Overall the proposed use of the existing residence for the specified RVA activity will result in adverse effects on the environment that are no more than minor.



## 6.0 EFFECTS ON PERSONS

### 6.1 MANDATORY EXCLUSIONS FROM THE S95E ASSESSMENT

Section 95B(1) requires a decision whether there are any affected persons. The following steps set out in this section, in the order given, are used to determine whether the Council should limited notify the application, if the application is not to be publicly notified.

*Step 1: certain affected groups and affected persons must be notified*

Limited notification is not required under Step 1 as the proposal does not affect customary rights groups, customary marine title groups nor is it on, adjacent to or may affect land subject to a statutory acknowledgement.

*Step 2: if not required by step 1, limited notification precluded in certain circumstances*

- Limited notification is not precluded under Step 2 as the proposal is not subject to a rule in the District Plan or NES that precludes notification.
- Limited notification is not precluded under Step 2 as the proposal is not a controlled activity and is not a prescribed activity.

*Step 3: if not precluded by step 2, certain other affected persons must be notified*

- Limited notification is not precluded under Step 3 as the proposal is not a boundary activity where the owner of an infringed boundary has provided their approval, and it is not a prescribed activity.
- Limited notification is not precluded under Step 3 as the proposal falls into the 'any other activity' category and the effects of the proposal on persons are assessed in section 6.2 below.

### 6.2 ASSESSMENT: EFFECTS ON PERSONS AND CONSULTATION



**Figure 5 – The Subject Site & Adjacent Land (Subject Site Identified)**

### *Northern adjoining Residential Neighbour – 28 Livingstone Lane*

Number 28 Livingstone Lane contains a detached, freestanding dwelling with a south-eastern orientation. Given this property shares a boundary with the application site, it is believed that Council will consider there to be minor effects on the owners/occupiers of this property. Accordingly, the Applicant is seeking the written approval of this person.

### *Southern adjoining Residential Neighbour – 10 Livingstone Lane*

Number 10 Livingstone Lane contains a detached freestanding dwelling with a south-eastern orientation. Given this property shares a boundary with the application site and guests of #12 will access over the right of way on this property, it is believed that Council will consider there to be minor effects on the owners/occupiers of this property. Accordingly, the Applicant is seeking the written approval of this person.

### *Eastern Residential Neighbours – 11, 13, and 15 Livingstone Lane*

The neighbours to the east are 11, 13, and 15 Livingstone Lane on the opposing side of the Livingstone Lane carriageway. Each of these properties contains a single dwelling with a south-eastern orientation (away from #12 Livingstone Lane) – and are also well-separated from the application site given the presence of the carriageway, as demonstrated in Figures 5 and 6:



**Figure 6 – Good Separation Between 11/13/15 Livingstone Lane & Application Site**

While the owners/occupiers of these neighbouring sites may potentially observe the RVA activity – this will be generally limited to views of guests entering/exiting the site via the vehicle crossing/driveway (noting that this will be indistinguishable from non-RVA guests).

The outdoor living area on #12 is not oriented toward their properties – but rather away toward the Frankton Arm and Lake Wakatipu. Regardless, the provision for limits on outdoor living use will further enhance the privacy of the owners/occupiers of these neighbouring sites.

Adequate on-site car parking will be provided – ensuring that traffic and parking effects on these neighbours are avoided in this regard.

A comprehensive VAMP (including NMP) is proposed to ensure the activity is undertaken in a way that will not affect the residential amenity of these persons. In particular, the volunteered restriction on use of the outdoor living area during night-time hours and provision for the proper disposal of waste will adequately protect their residential amenity.

With particular regard to noise, the volunteered measures (outdoor living area hours, signage, guest advice on check-in) will ensure these effects are the same or less than that which would occur with standard residential activity as anticipated by the District Plan.

One component of the proposed NMP is that an annual letter drop be undertaken to the owners of these adjoining properties - providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints.

Overall, it is concluded that adverse effects on the owners/occupiers of 11, 13, and 15 Livingstone Lane will be less than minor. These persons are not considered to be adversely affected.

#### *Western Residential Neighbour – 25 Livingstone Lane*

The residential neighbour to the west is 25 Livingstone Lane. This property contains an existing free-standing dwelling. Despite being considered as a neighbour for the purpose of this s95E assessment, this property is actually very well separated from the application dwelling by the Livingstone Lane carriageway, and differences in floor levels – as demonstrated in Figures 7 and 8:



**Figure 7 – Very Little relationship between 12 and 25 Livingstone Lane**





**Figure 8** – Very Little relationship between 12 and 25 Livingstone Lane

No aspect of the proposed RVA activity will be readily visible to this person. Additionally, the position of the outdoor living area on #12 being completely concealed by the application dwelling (as seen in Figure 8), will ensure the adequate protection of their privacy and avoid any potential adverse effects of 'overlooking'.

A comprehensive VAMP (including NMP) is proposed to ensure the RVA activity is undertaken in a way that will not affect the residential amenity of this person. In particular, the volunteered restriction on use of the outdoor living area during night-time hours and provision for the proper disposal of waste will adequately protect their residential amenity.

Adequate on-site car parking will be provided – ensuring that traffic and parking effects on this neighbour are avoided in this regard.

With particular regard to noise, the volunteered measures (outdoor living areas, signage, guest advice on check-in) will ensure these effects are the same or less than that which would occur with standard residential activity as anticipated by the District Plan.

One component of the proposed NMP is that an annual letter drop be undertaken to the owners/occupiers of this property - providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints. This proactive approach will help to ensure the activity is undertaken in a manner that will protect the privacy and residential amenity of this person.

Overall adverse effects on the owners/occupiers 25 Livingstone Lane are concluded to be less than minor. This person is not considered adversely affected

#### *Other Users of Shared Access*

As previously explained, the private driveway used to access the application site is also used to access several other properties. This driveway is physically located within jointly-

owned fee-simple allotments – with access being secured by easements. Consideration therefore needs to be given to the actual or potential adverse effects on the persons using this driveway.

Important in this case is the permitted baseline – which anticipates vehicle movements on this driveway from standard residential activity (year-round). Therefore, the permitted baseline does allow for the nature of vehicle movements that will occur with the proposed RVA use. While a maximum of 365 nights/year of RVA use is proposed – any vehicle movements associated with this will be in lieu of vehicle movements that would occur should the dwelling be utilised for long-term occupation.

In order to ensure the avoidance of adverse effects on the users of this driveway, all RVA guests will be briefed on the access and car parking arrangement of the site prior to arriving. The manager will ensure guests are reminded of the access and car parking arrangement on arrival – and the on-site compendium will provide a continual reminder.

Access to the site and car parking area from the street/driveway is easy and guests are unlikely to find difficulty in locating the site.

As such it is concluded that adverse effects on persons using the shared access will be less than minor. These parties are not considered to be adversely affected.

#### *Conclusion – Effects on Persons*

Overall the above assessment has determined that adverse effects of neighbouring land owners and occupiers will be less than minor. No party is considered adversely affected by the proposal.

## **7.0 OVERALL NOTIFICATION ASSESSMENT**

Given the assessments undertaken and conclusions made in Sections 3-6 above, it is considered that the Council should proceed with processing the application on a non-notified basis.

## **8.0 RELEVANT DISTRICT PLAN PROVISIONS**

### **8.1 OBJECTIVES AND POLICIES - OPERATIVE DISTRICT PLAN**

The objectives and policies of the Operative District Plan relevant to the application are now deemed inoperative, given the Environment Court's decision on ENV-2020-CHC-61 and all other appeals to the provisions of the Proposed District Plan (relevant to visitor accommodation) being resolved.

### **8.2 OBJECTIVES AND POLICIES – PROPOSED DISTRICT PLAN**

The relevant objective and policies of the Proposed District Plan are as follows:

#### *Proposed Chapter 7 – Lower Density Suburban Residential Zone*

**Objective 7.2.8** - *Visitor accommodation, residential visitor accommodation and homestays are enabled at locations, and at a scale, intensity and frequency, that maintain the residential character and amenity values of the zone.*

### **Policies**

*7.2.8.2 - Restrict the establishment of visitor accommodation in locations outside the Visitor Accommodation Sub-Zones to ensure that the zone maintains a residential character.*

*7.2.8.3 - Ensure that residential visitor accommodation and homestays are of a scale and character that are compatible with the surrounding residential context and maintain residential character and amenity values.*

*7.2.8.4 - Provide opportunities for low intensity residential visitor accommodation and homestays as a contributor to the diversity of accommodation options available to visitors and to provide for social and economic wellbeing.*

*7.2.8.5 - Manage the effects of residential visitor accommodation and homestays outside the Visitor Accommodation Sub-Zone by controlling the scale, intensity and frequency of use and those effects of the activities that differentiate them from residential activities.*

As determined throughout this assessment; the nature, scale and frequency of the proposed activity is sufficient to protect the residential character and amenity of the area. The scale and character of the activity will appear very similar to anticipated residential activity.

The assessment of potential cumulative effects undertaken has determined that this activity will not sufficiently change the neighbourhood, nor adversely affect existing social cohesion to a notable degree.

The activity will provide supply of low-intensity residential visitor accommodation for the area/Town, in a manner which utilises existing infrastructure – providing for social and economic wellbeing.

### **Proposed Chapter 29 – Transport**

While a dedicated mobility car parking space will not be provided, the VAMP includes measures designed to avoid adverse effects in this regard, and the scale of the activity is such that demand for an accessible car park is likely to be much less than a larger scale visitor accommodation complex. Furthermore, the residential unit is fundamentally not suited for occupation by guests with mobility needs, given the multi-levels and internal stairs being the only means of access through the dwelling.

As such, the proposal will align with the relevant objectives and policies of proposed Chapter 29.

### Summary - Proposed District Plan Objectives & Policies

Overall, the proposal is considered to align with the relevant objectives and policies of the Proposed District Plan.

## 9.0 OTHER MATTERS

- **Hazardous Substances:** The activity does not involve hazardous substances or installations.
- **Contaminants:** The activity will not involve the discharge of any contaminants.
- **Mitigation Measures:** Other than anticipated standard conditions of consent, no specific mitigation measures are proposed, nor considered necessary.
- **Monitoring:** No monitoring is required for the proposal except standard conditions of consent.
- **Protected Customary Rights:** The activity will not offend any protected customary rights.

## 10.0 PART 2 OF THE RESOURCE MANAGEMENT ACT

Section 5 of the RMA sets out the purpose of the Act – to promote the sustainable management of natural and physical resources. Given the assessment of effects undertaken above, it is considered that the use of an existing residential unit for RVA will represent sustainable management.

Section 6 of the RMA sets out the matters of national importance. None of these matters is strictly relevant to the current proposal.

The proposal will align with the requirements of Section 7 of the RMA by representing kaitiakitanga, the ethic of stewardship, and the maintenance of the quality of the environment.

Finally, the proposed activity is highly unlikely to offend any of the Principles of the Treaty of Waitangi as required by Section 8.

Overall the proposal is considered to be consistent with Part 2 of the RMA.

## 11.0 CONCLUSION

Consent is sought to use an existing residential dwelling for short-stay residential visitor accommodation, let individually to a group of maximum six (6) people for up to 365 nights per year.

The above assessment has determined that the resulting adverse effects on the environment will be less than minor and effectively mitigated, that no person is considered

to be adversely affected, that the proposal will align with the relevant objectives and policies of the District Plan, and will adhere to the requirements of Part 2 of the RMA.

Accordingly, it is requested that the Council grant resource consent to the proposal as sought, subject to appropriate conditions of consent.



Richard Kemp  
**Planning Consultant**





**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



R.W. Muir  
 Registrar-General  
 of Land

**Identifier** **973010**  
**Land Registration District** **Otago**  
**Date Issued** 31 March 2021

**Prior References**  
 961271

---

**Estate** Fee Simple  
**Area** 242 square metres more or less  
**Legal Description** Lot 13 Deposited Plan 556690  
**Registered Owners**  
 Jeong Seok Yang and Myeong Sook Yang

---

**Estate** Fee Simple - 1/15 share  
**Area** 489 square metres more or less  
**Legal Description** Lot 16 Deposited Plan 553653  
**Registered Owners**  
 Jeong Seok Yang and Myeong Sook Yang

---

**Estate** Fee Simple - 1/15 share  
**Area** 359 square metres more or less  
**Legal Description** Lot 55 Deposited Plan 546764  
**Registered Owners**  
 Jeong Seok Yang and Myeong Sook Yang

---

**Estate** Fee Simple - 1/15 share  
**Area** 94 square metres more or less  
**Legal Description** Lot 50 Deposited Plan 522733  
**Registered Owners**  
 Jeong Seok Yang and Myeong Sook Yang

---

**Interests**

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Subject to a right to convey water, electricity, telecommunications and computer media and a right to drain stormwater and sewage over part Lot 50 DP 522733 marked A on DP 522733 created by Easement Instrument 9770167.1 - 21.7.2014 at 10:01 am

Land Covenant in Covenant Instrument 11194960.3 - 29.1.2020 at 9:17 am (affects Lot 13 DP 556690, Lot 16 DP 553653 and part Lot 55 DP 546764 formerly Section 1 SO 2320)

Subject to a right (in gross) to a gas easement over Lot 50 DP 522733 marked A and D on DP 522733 in favour of Rockgas Limited created by Easement Instrument 11194960.6 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over Lot 50 DP 522733 marked A and D on DP 522733 in favour of Aurora Energy Limited created by Easement Instrument 11194960.7 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.7 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over Lot 50 DP 522733 marked A and D on DP 522733 in favour of Chorus New Zealand Limited created by Easement Instrument 11194960.8 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.8 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant (in gross) in favour of 820 Frankton Road Management Limited created by Covenant Instrument 11194960.9 - 29.1.2020 at 9:17 am

Subject to a right of way over Lot 50 DP 522733 marked A and D on DP 522733 created by Easement Instrument 11194960.10 - 29.1.2020 at 9:17 am

Appurtenant to Lot 13 DP 556690, Lot 16 DP 553653 and Lot 55 DP 546764 is a right of way created by Easement Instrument 11194960.10 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.10 are subject to Section 243 (a) Resource Management Act 1991

11194960.11 Encumbrance to 820 Frankton Road Management Limited - 29.1.2020 at 9:17 am

11194960.12 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.1.2020 at 9:17 am

Land Covenant (in gross) in favour of Queenstown Lakes District Council created by Covenant Instrument 11194960.13 - 29.1.2020 at 9:17 am

Subject to a right (in gross) to a stormwater overland path easement over part Lot 16 DP 553653 marked L on DP 553653 and over part Lot 13 DP 556690 marked C, I and L on DP 556690 and right to convey water and drain sewage and water over part Lot 50 DP 522733 marked A and D on DP 522733 in favour of 820 Frankton Road Management Limited created by Easement Instrument 11194960.14 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.14 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to drain water over part Lot 55 DP 546764 marked K on DP 546764 and over part Lot 50 DP 522733 marked J on DP 522733 and over part Lot 16 DP 553653 marked A on DP 553653 and over part Lot 13 DP 556690 marked A and C on DP 553653 created by Easement Instrument 11194960.15 - 29.1.2020 at 9:17 am

The easements created by Easement Instrument 11194960.15 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over Lot 55 DP 546764 and over part Lot 16 DP 553653 marked I on DP 553653 in favour of Aurora Energy Limited created by Easement Instrument 11807149.4 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over Lot 55 DP 546764 and over part Lot 16 DP 553653 marked I on DP 553653 in favour of Chorus New Zealand Limited created by Easement Instrument 11807149.5 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey gas over Lot 55 DP 546764 and over part Lot 16 DP 553653 marked I on DP 553653 in favour of Rockgas Limited created by Easement Instrument 11807149.6 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over Lot 55 DP 546764 created by Easement Instrument 11807149.7 - 10.8.2020 at 11:03 am

Appurtenant to Lot 13 DP 556690 and Lot 16 DP 553653 is a right of way created by Easement Instrument 11807149.7 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.7 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way over Lot 55 DP 546764 created by Easement Instrument 11807149.8 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey water and drain stormwater and sewage over Lot 55 DP 546764 and a right to convey water over part Lot 16 DP 553653 marked I on DP 553653 and right to drain water over part Lot 16 DP 553653 marked L on DP 553653 and over part Lot 13 DP 556690 marked C, I and L on DP 556690 in favour of 820 Frankton

Road Management Limited created by Easement Instrument 11807149.9 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.9 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity, water and gas and a right to drain storm water and sewage over part Lot 13 DP 556690 marked J and L on DP 556690 created by Easement Instrument 11807149.11 - 10.8.2020 at 11:03 am

The easements created by Easement Instrument 11807149.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to drain sewage and water and right to convey water over Lot 16 DP 553653 and over part Lot 13 DP 556690 marked A and C on DP 556690 in favour of 820 Frankton Road Management Limited created by Easement Instrument 11955117.11 - 26.1.2021 at 3:58 pm

The easements created by Easement Instrument 11955117.11 are subject to Section 243 (a) Resource Management Act 1991

Subject to a gas easement (in gross) over Lot 16 DP 553653 in favour of Rockgas Limited created by Easement Instrument 11955117.12 - 26.1.2021 at 3:58 pm

The easements created by Easement Instrument 11955117.12 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over over Lot 16 DP 553653 in favour of Aurora Energy Limited created by Easement Instrument 11955117.13 - 26.1.2021 at 3:58 pm

The easements created by Easement Instrument 11955117.13 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over Lot 16 DP 553653 in favour of Chorus New Zealand Limited created by Easement Instrument 11955117.14 - 26.1.2021 at 3:58 pm

The easements created by Easement Instrument 11955117.14 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) Resource Management Act 1991 (affects DP 556690)

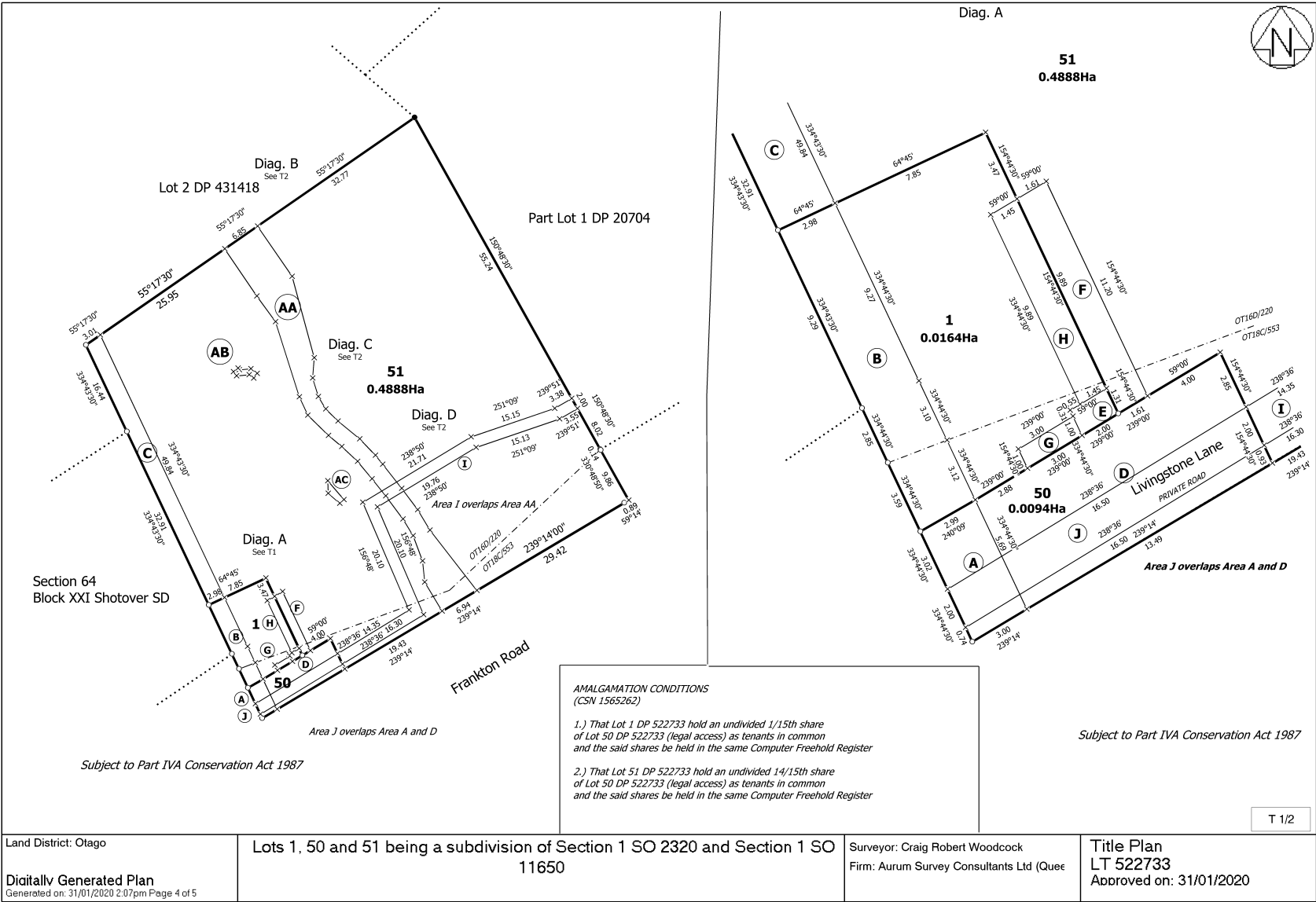
Subject to a right of way over part Lot 13 DP 556690 marked J and K on DP 556690 created by Easement Instrument 12012068.4 - 31.3.2021 at 9:31 am

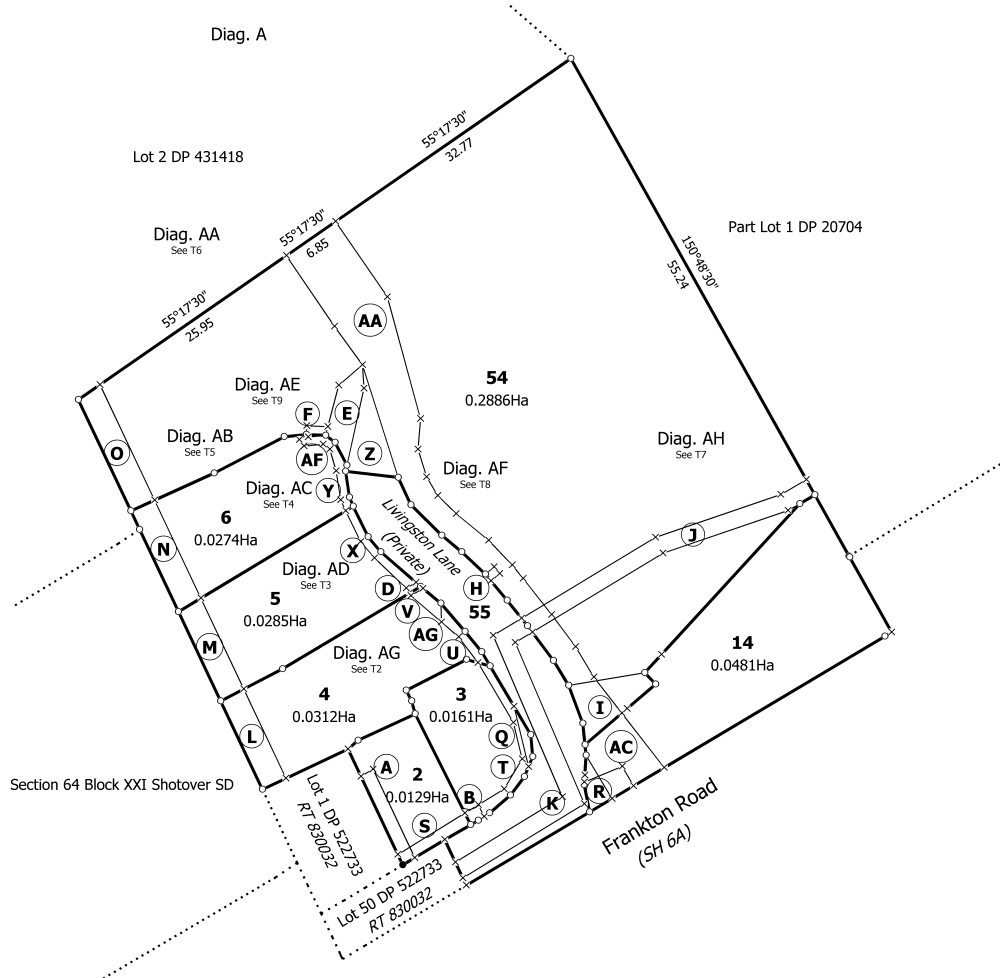
Appurtenant to Lot 13 DP 556690 is a right of way created by Easement Instrument 12012068.4 - 31.3.2021 at 9:31 am

The easements created by Easement Instrument 12012068.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant (in gross) in favour of Queenstown Lakes District Council created by Covenant Instrument 12012068.5 - 31.3.2021 at 9:31 am (affects Lot 13 DP 556690)

12122071.3 Mortgage to Westpac New Zealand Limited - 25.5.2021 at 1:04 pm





NOTE: EASEMENT AREA AC  
OVERLAPS EASEMENT AREA R

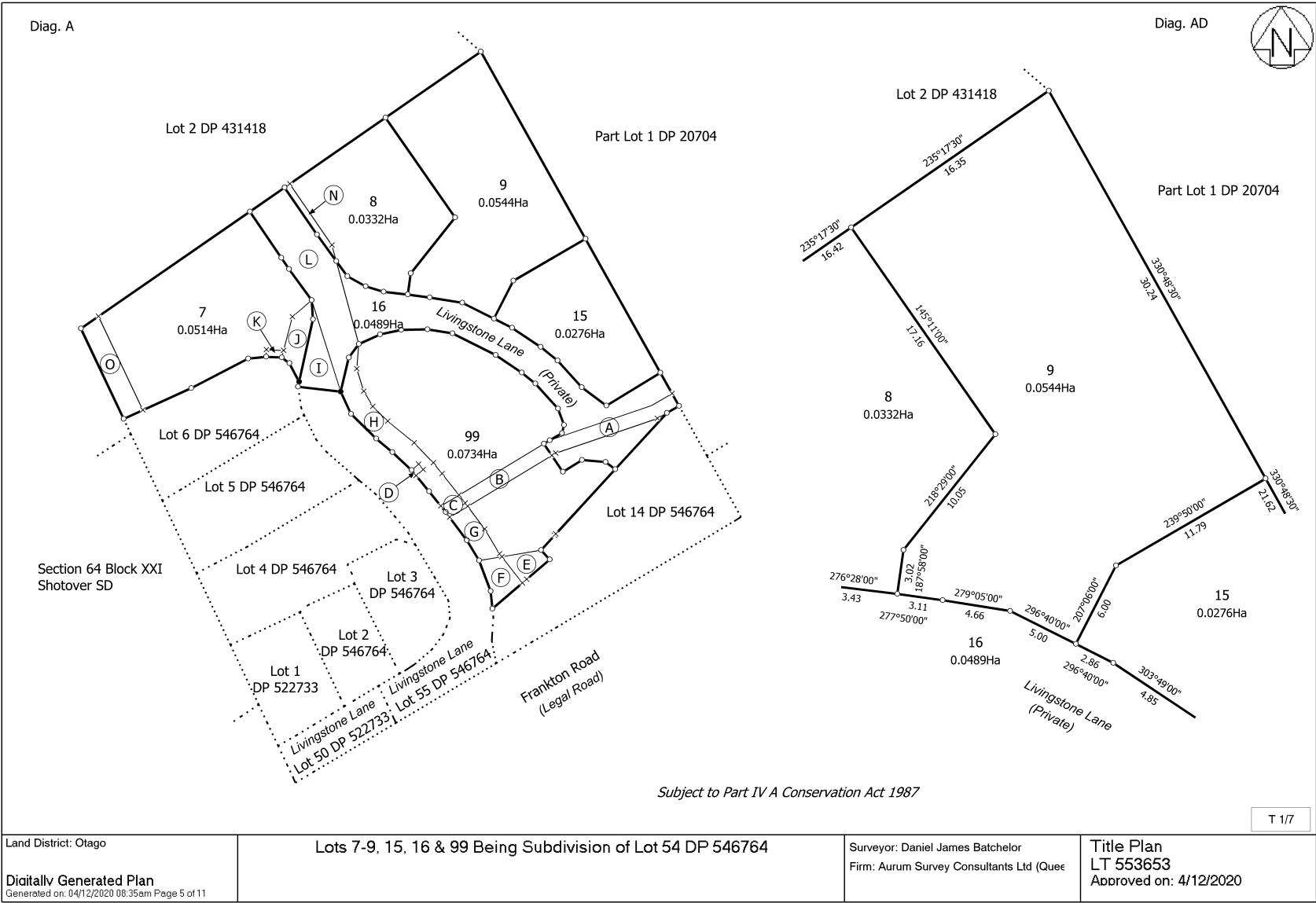
NOTE: EASEMENT AREA S  
OVERLAPS EASEMENT AREA A

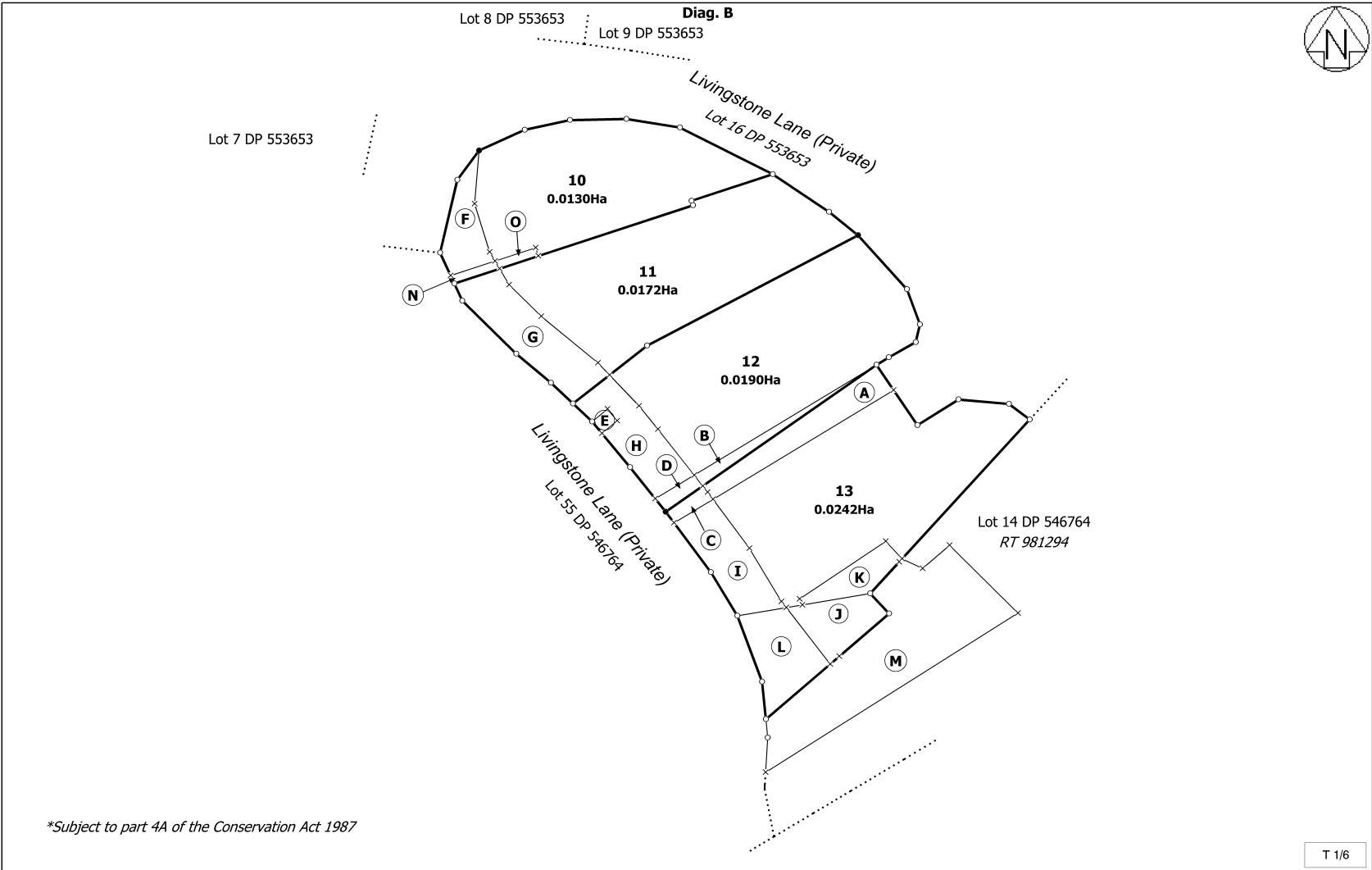
NOTE: EASEMENT AREA AA  
OVERLAPS EASEMENT AREAS I & J

Subject to part 4A of the Conservation Act 1987

T 1/10

Land District: Otago	Lots 2 to 6, 14, 54 and 55 being a subdivision of Lot 51 DP 522733	Surveyor: Daniel James Batchelor Firm: Aurum Survey Consultants Ltd (Quee	Title Plan DP 546764 Deposited on: 10/08/2020
Digitally Generated Plan Generated on: 21/08/2020 2:04pm Page 6 of 15			





T 1/6

Land District: Otago	Lots 10-13 Being Subdivision of Lot 99 DP 553653 & Easement over Lot 14 DP 546764	Surveyor: Daniel James Batchelor Firm: Aurum Survey Consultants Ltd (Quee	Title Plan LT 556690 Approved on: 23/04/2021
Digitally Generated Plan Generated on: 23/04/2021 07:47am Page 4 of 9			

# View Instrument Details



<b>Instrument No</b>	11194960.12
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	29 January 2020 09:17
<b>Lodged By</b>	Mawhinney, Russell Eric Wilson
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
830032	Otago
830033	Otago

**Annexure Schedule** Contains 3 Pages.

## Signature

Signed by Michelle Rose Needham as Territorial Authority Representative on 28/01/2020 04:00 PM

\*\*\* End of Report \*\*\*



IN THE MATTER of Lots 1, 50 and 51  
being a Subdivision of Section 1 SO 2320  
and Section 1 SO 11650

AND

IN THE MATTER of Resource Consent  
RM170487 (as varied by RM181143)  
Queenstown Lakes District Council

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CONSENT NOTICE PURSUANT TO  
SECTION 221 OF THE RESOURCE  
MANAGEMENT ACT 1991

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**BACKGROUND**

- A. Gavin Ross Moore has applied to the Queenstown Lakes District Council (*Council*) pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Record of Title OT16D/220 and OT18C/553 (Otago Registry).
- B. Council has granted subdivision consent RM170487 (as varied by RM181143) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

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**OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 522733 comprised in record of title 830032

Lot 50 DP 522733

Lot 51 DP 522733 comprised in record of title 830033

**Conditions**

- a) Prior to completing construction of, and prior to occupation of, any dwelling on the lot (whichever comes sooner), the owner shall provide to the Monitoring & Enforcement Officer at Council written confirmation from a suitably qualified professional that the recommendations of the RD Agritech Geotechnical Completion Reports and Schedule 2A certificates for the site (Report Reference: 50564 MLI 820 Frankton Geotechnical Completion Report for Lots 2-7; and Report Reference: 50564 MLI 820 Frankton Geotechnical Completion Report for Lots 8-15), and any subsequent Geotechnical Completion Reports prepared for the lots under Resource Consent RM170487, have been complied with. Any Schedule 2A certificate recommendations for ongoing works, monitoring or maintenance requirements to be completed by the landowner on an ongoing basis shall be adhered to at all times.
- b) All lot owners are required to be part of the management entity as required by Condition 19(h) of RM170487 (Decision B). This management entity shall be established and maintained at all times and ensure implementation and maintenance of all infrastructure installed as part of this development. This shall include all road, road, common area retaining structures, refuse collection areas, gravity sewer systems through to the lot boundary, potable water pumping facilities (if any), potable water reticulation system, and stormwater systems inclusive of primary piped systems and secondary flow paths maintenance. Hydrant maintenance shall be carried out in compliance with a Fire and Emergency New Zealand approved maintenance and testing regime for the life of the system.

QLD00291 8094987.1

c) Stormwater maintenance shall include regular and post storm maintenance of the inlet and outlet structures, and shall include the regular maintenance and cleaning of inlet and outlet grates to culverts and scruffy domes. Inspection and cleaning of all above structures shall be as follows (whichever comes sooner):

- i) Monthly; or
- ii) Following significant rain events (defined as 20mm in a 24 hour period).

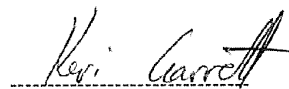
Records of maintenance shall be retained and made available to Council at its request.

d) In the absence of a management company, or in the event that the management entity established is unable to undertake, or fails to undertake, its obligations and responsibilities stated above, then the lot owners shall be responsible for establishing a replacement management entity and, in the interim, the lot owners shall be responsible for undertaking all necessary functions.

e) Refuse collection to all lots shall be privately arranged by the lot owners should no Council refuse collection service be available.

DATED this 16<sup>th</sup> day of December 2019

SIGNED for and on behalf of  
QUEENSTOWN LAKES DISTRICT  
COUNCIL under delegated authority  
 by its Acting Team Leader –  
 Subdivision, Development  
 Contributions, & Property

  
 Keri Anne Garrett

# View Instrument Details



**Instrument No** 11194960.13  
**Status** Registered  
**Date & Time Lodged** 29 January 2020 09:17  
**Lodged By** Mawhinney, Russell Eric Wilson  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
830033	Otago

**Annexure Schedule** Contains 6 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Russell Eric Wilson Mawhinney as Covenantor Representative on 28/01/2020 03:28 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Michelle Rose Needham as Covenantee Representative on 28/01/2020 04:00 PM

**\*\*\* End of Report \*\*\***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

GAVIN ROSS MOORE

Covenantee

QUEENSTOWN LAKES DISTRICT COUNCIL

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A  
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant as set out in Annexure Schedule 1	All of the land contained within the Burdened Land	830033	IN GROSS

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**Covenant rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

{Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017}.

Annexure Schedule 1

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

### Annexure Schedule 1

#### Interpretation

1. **"Overland Flow Path"** means those parts of the Burdened Land shown as Areas AA, AB and AC on DP 522733.

#### Background

2. The Engineering Acceptance issued for RM 170487 requires certain conditions to be complied with in relation to the Overland Flow Path. The Covenantor and Covenantee have agreed to record this obligation by way of this Covenant Instrument.

#### Covenants

3. The Covenantor covenants and agrees with the Covenantee that for so long as it is an owner of the record(s) of title comprising the Burdened Land, it shall ensure that:
  - 3.1. the Overland Flow Path is at all times kept free from any fences, structures, trees or other permanent or temporary obstruction whether planted or erected.
  - 3.2. It does not do, permit or suffer to be done anything which may in any way injure or damage the Overland Flow Path or interfere with the free flow and passage of any matter through the Overland Flow Path. If the Covenantor is in breach of this obligation the Covenantor shall promptly at the Covenantor's expense properly and substantially repair and make good all such injury or damage and restore such free flow and passage. If the Covenantor fails to promptly comply with this obligation then the Covenantee may perform the obligation and recover any costs incurred from the Covenantor.
  - 3.3. Retaining walls are required to be constructed and maintained at the locations and heights as shown on the Aurum Survey Plan titled "Road and Building Pads", Drawing & Issue No. 4185.6E.15B, Rev C, dated 6/12/18 (as included in the engineering design plans stamped and accepted by Council for RM170487) and further with reference to Survey Datums as shown on the Aurum Survey Plan titled "Walls and Road Heights", Drawing & Issue No. 4185.14AB.1B, dated 9 October 2019. These walls are required to ensure there is no inundation of the buildable areas within the Lots. The location of these retaining walls are shown as Areas "AA", "AB" and "AC" on Deposited Plan 522733.

#### General

4. This instrument will be binding on all transferees, lessees, mortgagees, chargeholders, and their respective successors in title and assigns of any estate or interest in the Covenantor's Land. Where this Covenant Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.
5. Where the Covenantor is a company this Covenant Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Covenantor is a natural person this Covenant Instrument shall bind the Official Assignee acting in the bankruptcy of the Covenantor. In either case this Covenant Instrument binds a mortgagee in possession.
6. If at any time any part or provision of this Covenant Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
  - 6.1. that part or provision shall be severed from this Covenant Instrument;
  - 6.2. such invalidity or severing shall not in any way affect or impair the validity, legality and

QLD00291 8001554.1



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enforceability of any other part or provision of this Covenant Instrument; and

6.3. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument,

7. The Covenantor covenants with the Covenantee:

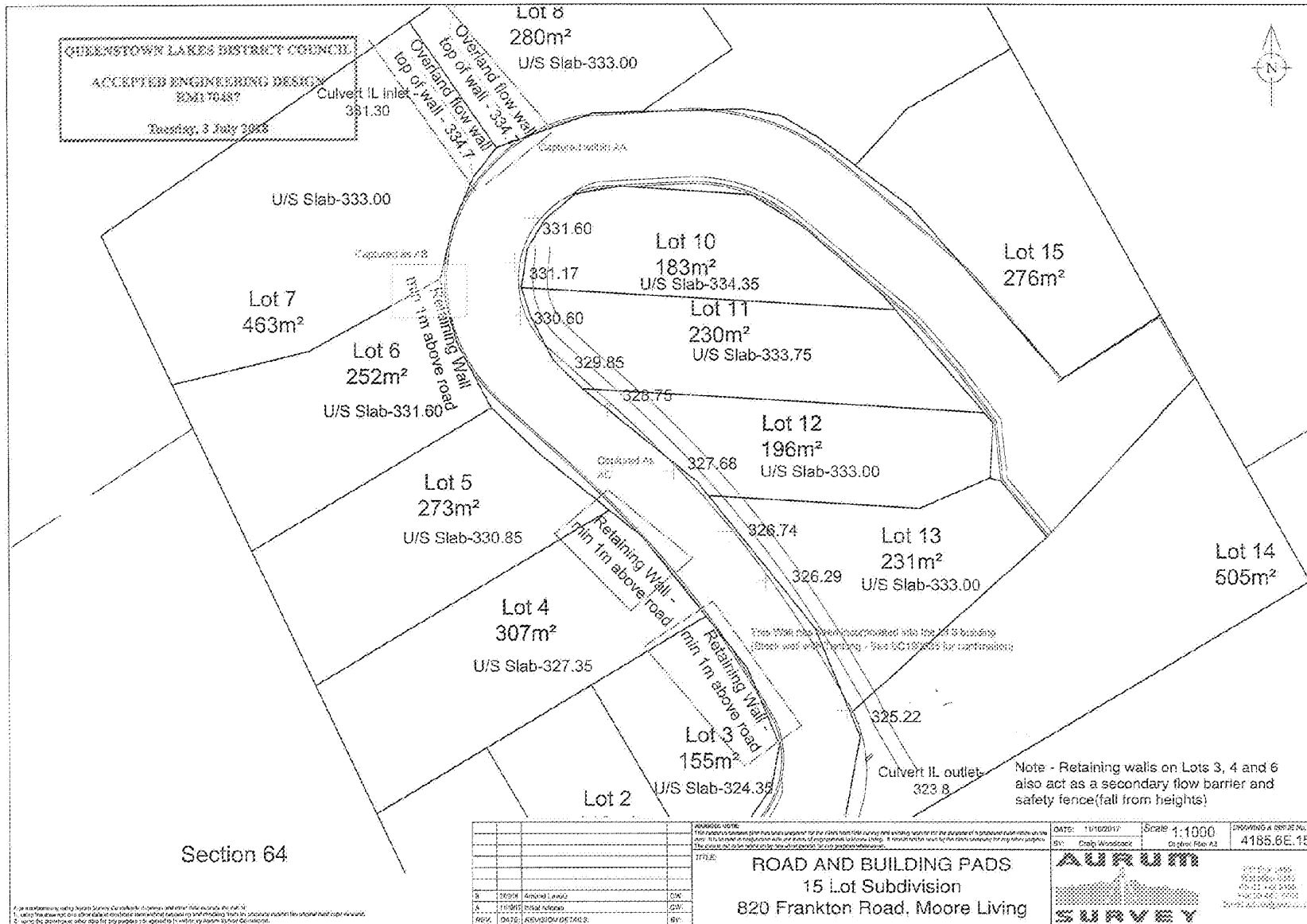
7.1. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument; and

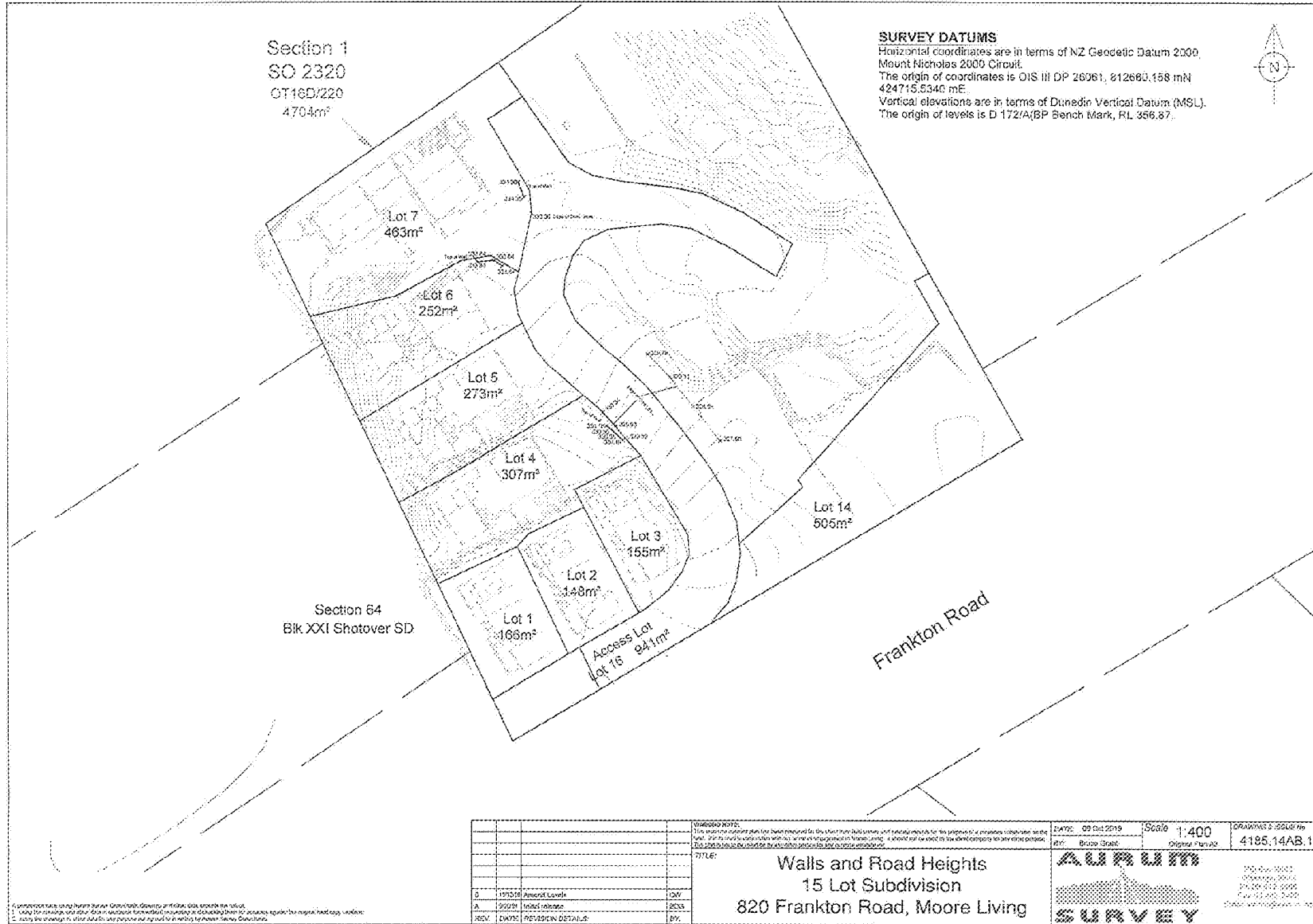
7.2. always to act in good faith and do all acts and things and enter into and execute any replacement instrument whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give effect to the express provisions of this Covenant Instrument as set out in the words of this Covenant Instrument.

8. Any dispute which arises between the Covenantor and Covenantee in any way relating to this Covenant Instrument may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Nothing limits or excludes the Covenantee applying to the Court for interlocutory and/or injunctive relief or a declaration.

9. The Covenantor shall only be entitled to a discharge of this Covenant Instrument upon written confirmation from the Covenantee that the covenants contained in section 3 are no longer required. Upon receipt of such written confirmation the parties shall take all actions required to complete that registration of the discharge of the Covenant Instrument. The Covenantor will pay all the Covenantee's legal costs and disbursements incurred under this clause.

QLD00291 8001554.1





# View Instrument Details



**Instrument No** 11194960.3  
**Status** Registered  
**Date & Time Lodged** 29 January 2020 09:17  
**Lodged By** Mawhinney, Russell Eric Wilson  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
522262	Otago
OT16D/220	Otago

**Annexure Schedule** Contains 1 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Russell Eric Wilson Mawhinney as Covenantor Representative on 20/03/2020 04:05 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Barbara Delaney as Covenantee Representative on 20/03/2020 03:37 PM

**\*\*\* End of Report \*\*\***

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*

GAVIN ROSS MOORE

**Covenantee***Surname(s) must be underlined or in CAPITALS.*

IRAJ BARABI

**Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	"A" on Deposited Plan 476459	Section 1 SO Plan 2320 (RT OT16D/220)	Lot 2 on Deposited Plan 431418 (RT 522262)

**Covenant rights and powers (including terms, covenants and conditions)***Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in: below:

~~the provisions applying to the specified covenants are those set out in:~~ the Grantor and Grantee consent to the registered owner of the Burdened Land placing a retaining wall as approved under Building Consent BC171286 ("Structure") within area "A" on Deposited Plan 476459, and neither the Grantor nor the Grantee (nor their successors in title) shall object to the existence of the Structure within the area "A".

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule \_\_\_\_\_].

# View Instrument Details



**Instrument No** 11194960.9  
**Status** Registered  
**Date & Time Lodged** 29 January 2020 09:17  
**Lodged By** Mawhinney, Russell Eric Wilson  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
830032	Otago
830033	Otago

**Annexure Schedule** Contains 5 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Russell Eric Wilson Mawhinney as Covenantor Representative on 20/03/2020 04:05 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Russell Eric Wilson Mawhinney as Covenantee Representative on 20/03/2020 04:05 PM

**\*\*\* End of Report \*\*\***

*Sections 116(1)(a) & (b) Land Transfer Act 2017*



GAVIN ROSS MOORE

820 FRANKTON ROAD MANAGEMENT LIMITED

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	Deposited Plan 522733	Lots 1 (RT 833032), 50 (Multiple) and 51(RT 830033) on Deposited Plan 522733	In Gross

## [Annexure Schedule 1].



## Continuation of Covenant Provisions

### 1. Definitions

**"Company"** means 820 Frankton Road Management Limited or any replacement management entity established by the Covenantor for the sole purpose of owning, managing and maintaining the Company Property and Company Facilities from time to time as implemented through the company Restrictions.

**"Company Facilities"** means all improvements located on the Common Area at 820 Frankton Road including, without limitation, roading, common area retaining structures, refuse collection areas, gravity sewer schemes, potable water pumping facilities (if any), potable water reticulation system including hydrants, stormwater systems inclusive of primary and secondary flow paths maintenance and all other facilities or utilities or services auxiliary to use of the Common Area.

**"Common Area"** means those parts of the property at 820 Frankton Road now or hereafter leased or managed by the Company on behalf of the Lot Owners including, but not limited to, the Company Facilities.

**"Company Restrictions"** means the Encumbrance, the Company Constitution, and these Covenants each as may be put in place and/or amended from time to time.

**"Contributions"** means contributions in accordance with clause 4 vii of these Covenants.

**"Covenant"** means any land covenant registered against the Records of Title for the Lots regarding the Company and any deed, document or agreement between the Owners and the Company, and any variation thereof. A covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

**"Encumbrance"** means any encumbrance instrument in favour of the Company, registered against the Records of Title for the Lots, to secure to the Company the payment of Contributions as may be amended from time to time.

**"Lot and Lots"** means Residential Lots 1, 50 and 51 on Deposited Plan 522733 as well as other residential lots created as a result of any further subdivision or boundary adjustment of Lots 50 and 51 above.

**"Owner"** means Covenantor including any registered proprietor of a Lot and any tenant, licensee, visitor or invitee of a registered proprietor and any other occupier of a Lot. Joint registered proprietors of one Lot shall be deemed to be one registered proprietor.

**"820 Frankton Road"** means Section 1 SO 2320 and Section 1 SO 11650 comprised in Records of Title OT16D/220 and OT18C/553 (Otago Registry) at 820 Frankton Road, Queenstown and includes any lot(s) created as a result of any further subdivision or boundary adjustment of the Lots.

**2. Background**

- i. The Company has been incorporated for the limited purpose of owning, managing and maintaining the Company Facilities located at 820 Frankton Road for the benefit of the Owners of the Lots from time to time as implemented through the Company Restrictions.
- ii. The Owners are required to become shareholders of the Company and abide by the Company Restrictions.

**3. Scope**

- i. The following covenants shall apply to the Company, all Owners, the Company Facilities and the Lots.

**4. Covenants**

- i. It is intended that the Company Facilities and the Lots shall be subject to the covenants contained in this Instrument to the extent detailed in this instrument so that the Company and Owners may be able to enforce the performance and the observance of the covenants to the extent detailed in this instrument by the Company and Owners in equity or otherwise.
- ii. The covenants herein shall be for the benefit of the Company and the Lots and for the burden of the Company and the Lots and shall be enforceable inter se by the Company and the Owners of the Lots.
- iii. The covenants contained in this instrument shall bind the Company and the Owner's executors, administrators, assigns and successors in title.

**Membership of Company**

- iv. The Owner shall take a share in the Company immediately upon acquiring a registered interest in a Lot and shall be bound by the Company Restrictions.
- v. Any person or entity ceasing to be an Owner of a Lot shall cease to be a shareholder of the Company.
- vi. Upon transfer of a Lot the transferor shall execute in favour of the transferee of that Lot a transfer of all its rights, title and interest in the share in the Company.
- vii. The Owner shall pay the Contributions to the Company.

**Company Activities**

- viii. The Company must carry out the following activities and no others:
  - a) Managing and administering the Company including enforcing the Company Restrictions;
  - b) Owning, leasing, licencing, maintaining, administering and/or operating the Company Facilities;

- c) Allowing the Owners to use the Company Facilities and administering and enforcing the rights to use the Company Facilities in accordance with the Company Restrictions;
  - d) To make and from time to time amend, alter or revoke, rules as to the use, management and access to the Company Facilities by the shareholders;
  - e) Providing and maintaining services, utilities, facilities and benefits associated with the Company Facilities for use in conjunction with the Lots; and
  - f) Any incidental activities the Company considers beneficial for the Owners.
- ix. If the Company is unable to undertake, or fails to undertake, its activities as stated above, then the Owners shall be responsible for carrying out those activities on behalf of the Company.
  - x. Any costs incurred by an Owner in carrying out the activities on behalf of the Company shall be the responsibility of the Company.

#### **Visitor Accommodation**

- xi The Owners shall be restricted from using the Lots or 820 Frankton Road for Visitor Accommodation activities unless the following conditions have been met:
  - a) The Covenantor has obtained a Visitor Accommodation Resource Consent from Queenstown Lakes District Council; and
  - b) The Owner seeking to undertake Visitor Accommodation activities from its Lot shall have first paid to the Covenantor an amount of \$15,000.00 (or such other amount as the Covenantor reasonably requires) in consideration for the right to undertake such activities.
- xii Such Visitor Accommodation activities shall be undertaken strictly in accordance with the Visitor Accommodation Resource Consent.

### **5. Disputes**

- i. If a dispute in relation to the Covenants contained in this instrument arises between parties who have a registered interest under this Covenant:
  - a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
  - b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique which may be agreed by the parties.
- ii. If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
  - a) The parties will appoint a mediator and if they fail to agree the mediator will be appointed by the President of the New Zealand Law Society or the President's nominee.
  - b) The parties must cooperate with the mediator in an effort to resolve the dispute

- c) If the dispute is settled the parties must sign an copy of the terms of settlement.
  - d) If the dispute is not resolved within 14 days after the mediator is appointed, or within any extended time that the parties agree in writing then the mediation must cease.
  - e) Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- iii. The terms of settlement are binding on the parties and override the terms of this deed if there is any conflict.



## Volunteered Conditions of Consent – 12 Livingstone Lane, Frankton

### General Conditions

1. That the residential visitor accommodation activity must be undertaken/carried out in accordance with the plans referenced as follows:

- Site plan, dated 5 September 2024
- Floor Plans, dated 5 September 2024
- Elevations, dated 5 September 2024

**stamped as approved on XX XXX 2024**

and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.
3. The consent holder is liable for costs associated with the monitoring of this resource consent under Section 35 of the Resource Management Act 1991.

### Operational Conditions

4. The consent holder shall ensure the visitor accommodation activity is undertaken in accordance with the approved visitor accommodation management plan (**RMXXXXXX**, Appendix **X**), and the following conditions (5 - 16).

*Advice Note: The visitor accommodation management plan may be updated from time to time, which shall be certified by Council's Planning and Development department prior to implementation and shall demonstrate the management techniques that will be used to ensure conditions (5 - 16) are met, and shall include the contact details of the property manager available for any complaints.*

5. The property shall be rented to a maximum of one (1) group at any one time.
6. The maximum number of persons on site in association with the visitor accommodation use shall be restricted to six (6) persons at any one time.
7. Regarding the use of outdoor space:
  - a) The use of outdoor areas is prohibited between the hours of 10.00pm to 7.00am.
  - b) Prior to commencing the activity, the consent holder shall erect signs (minimum A4 size) on site to remind guests that they are in a residential area and to keep noise to a reasonable level, especially between the hours of 8.00 pm to 8.00 am the following day.

One sign shall be installed in the kitchen and one weatherproof sign (i.e. laminated) shall be installed within each outdoor living area. The outdoor signs shall also state that no amplified sound/music is to be played from the outdoor living area between the hours of 8pm – 8am, and that those areas are to be vacated between 10pm – 7am.

- c) Upon installation, and prior to the use of the property for visitor accommodation, the consent holder shall submit photographs of these signs to the Council Monitoring Department for monitoring purposes. The signs shall be retained on site as long as the visitor accommodation activity is undertaken.

8. The property may be used for visitor accommodation for up to 365 nights per calendar year.
9. The consent holder shall maintain a record of all tenancies in the form of a register containing the number of occupants and the number of days/nights of occupancy. Details of all tenancies for at least the preceding 5 years shall be continually maintained. This register shall be made available for inspection by the Council at all times.

*Please note: While the consent holder is responsible for there being an up to date register, the register may be completed by a letting agent / property manager.*

10. The consent holder shall ensure that no coaches are to service the authorised activity.
11. Any outdoor lighting shall be turned off between the hours of 10.00pm to 7.00am, or shall be sensor-operated, or shall be directed away from adjacent roads and properties so that light spill beyond property boundaries does not occur.
12. All rubbish and recycling shall be disposed of appropriately. Where there is kerbside collection utilised, rubbish and recycling shall only be placed on the street the day of or day prior to collection.

Should Council kerbside collection of rubbish and recycling not be available to the consent holder, the consent holder must submit details of an alternate private collection service to Council for certification prior to such a service being utilised. Details shall include but not necessarily be limited to, the location of rubbish and recycling areas on site, collection method and day of collection.

*Note: The management plan may be required to be updated to address a change in rubbish and recycling services.*

13. Within three (3) months of the property changing ownership, the consent holder shall provide to the Council's Monitoring department, in writing, confirmation of whether or not they intend to continue operating the Residential Visitor Accommodation, and the nature of the residential use, and also (if required) update the visitor accommodation management plan required under Condition (4) of **RMXXXXXX**.
14. Prior to the use of the building for visitor accommodation activities authorised by this consent, and within ten working days of each anniversary of the date of this decision (and within 10 days of a change in property manager contact details), the consent holder shall undertake a letter drop to the owners/occupiers of neighbouring adjacent sites below:

- 10 Livingstone Lane
- 11 Livingstone Lane
- 13 Livingstone Lane
- 28 Livingstone Lane
- 25 Livingstone Lane

The consent holder shall in this correspondence (which may be electronic) advise that a copy of the conditions of **RMXXXXXX**, approved plans, approved visitor management plan (which contains contact details of the property manager for receiving any complaints) is available on QLDC Edocs. The consent Holder shall also copy this correspondence to the Council Monitoring Department for monitoring purposes within 10 working days of each issuance.

15. The consent holder shall maintain a record of all complaints received during the operation of the visitor accommodation activity in the form of a register containing the complaint details and any remedial actions undertaken. Details of all complaints (including any remedial actions taken) shall be kept for at least the preceding 5 years and any complaints received shall be forwarded to the Council Monitoring Department for monitoring purposes within 48 hours of the complaint being received. The complaint register shall be made available for inspection by the Council at all times.
16. The visitor accommodation activity shall be so conducted that the following noise limits are not exceeded at any point within the boundary of any other site:

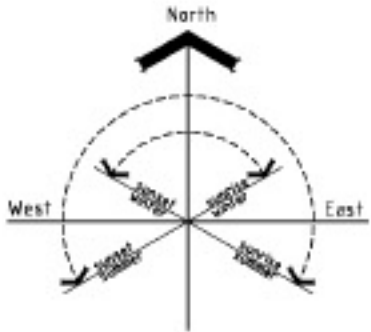
Daytime 0800 – 2000 hours: 50dBA  $L_{Aeq}$  (15 min)  
 Night-time 2000 – 0800 hours: 40dBA  $L_{Aeq}$

Noise levels shall be measured and assessed in accordance with NZS 6801:2008 and NZS6802:2008.

### Review

17. Within six months of the date of this decision; and/or upon the receipt of information identifying non-compliance with the conditions of this consent, and/or within ten working days of each anniversary of the date of this decision, the Council may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes:
  - a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which it is appropriate to deal with at a later stage.
  - b) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered.
  - c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addressed as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.
  - d) The purpose of this review is in relation to effects on any person in relation to nuisance (including but not limited to noise and rubbish/recycling).
18. As part of the review clause stated in Condition 17 of this consent, the Council may have the visitor accommodation management plan audited at the consent holder's expense.





Car Parking



Outdoor Living Area



Locality Plan

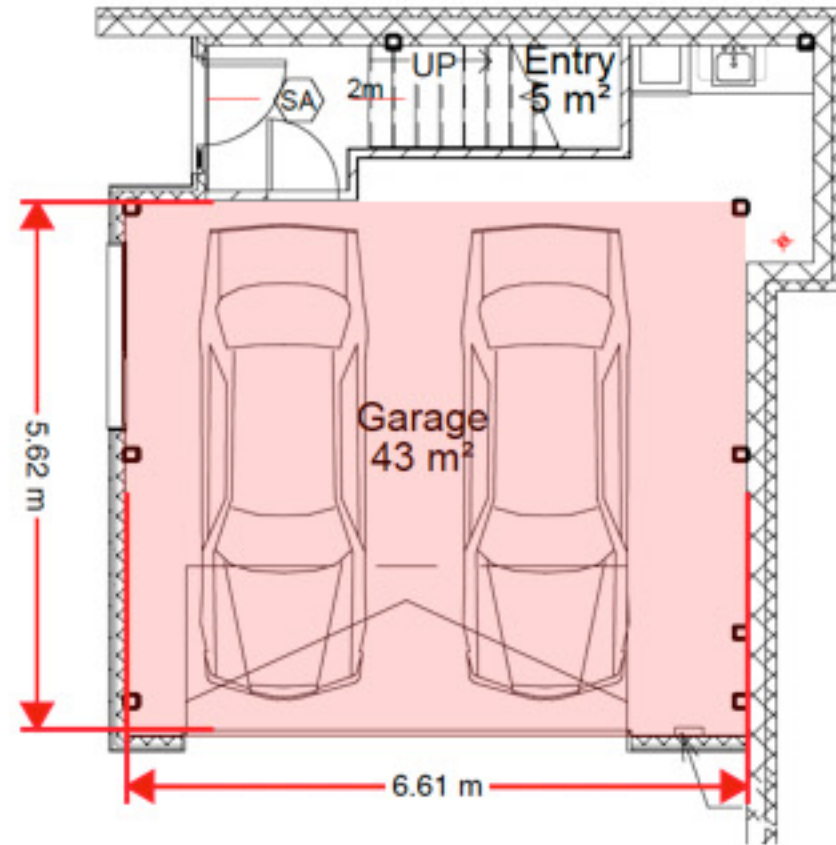


# Residential Visitor Accommodation 12 Livingstone Lane

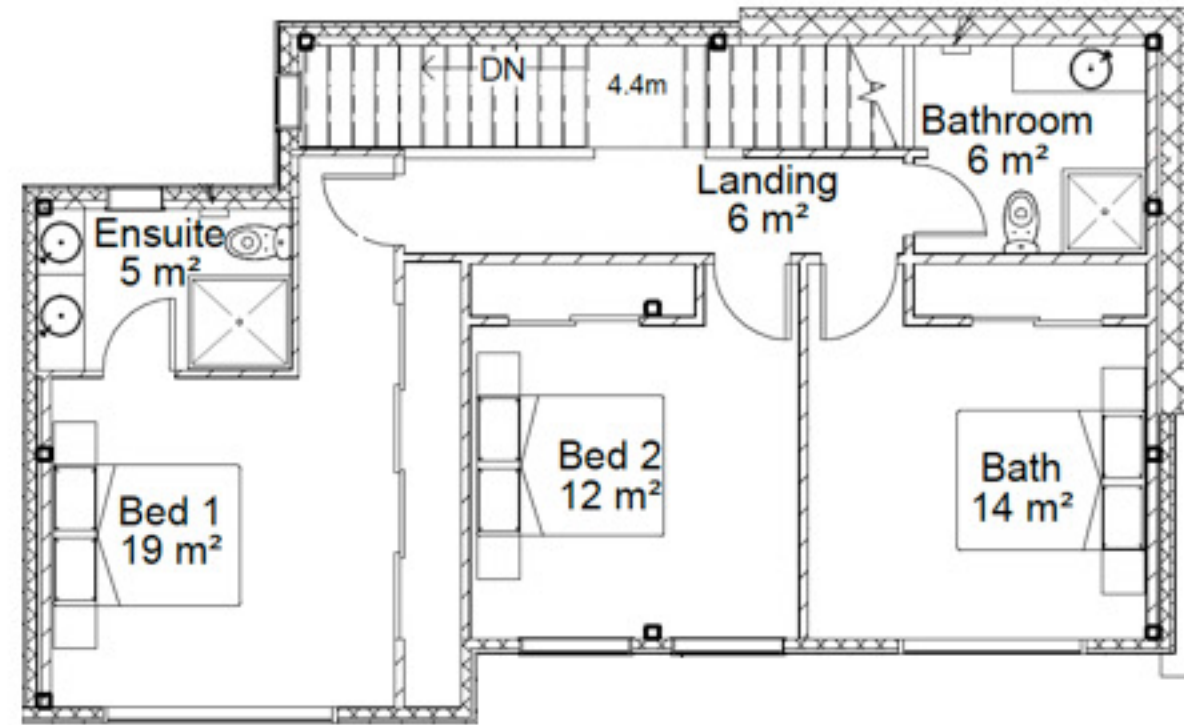
Version 1.0 - 5 September 2024



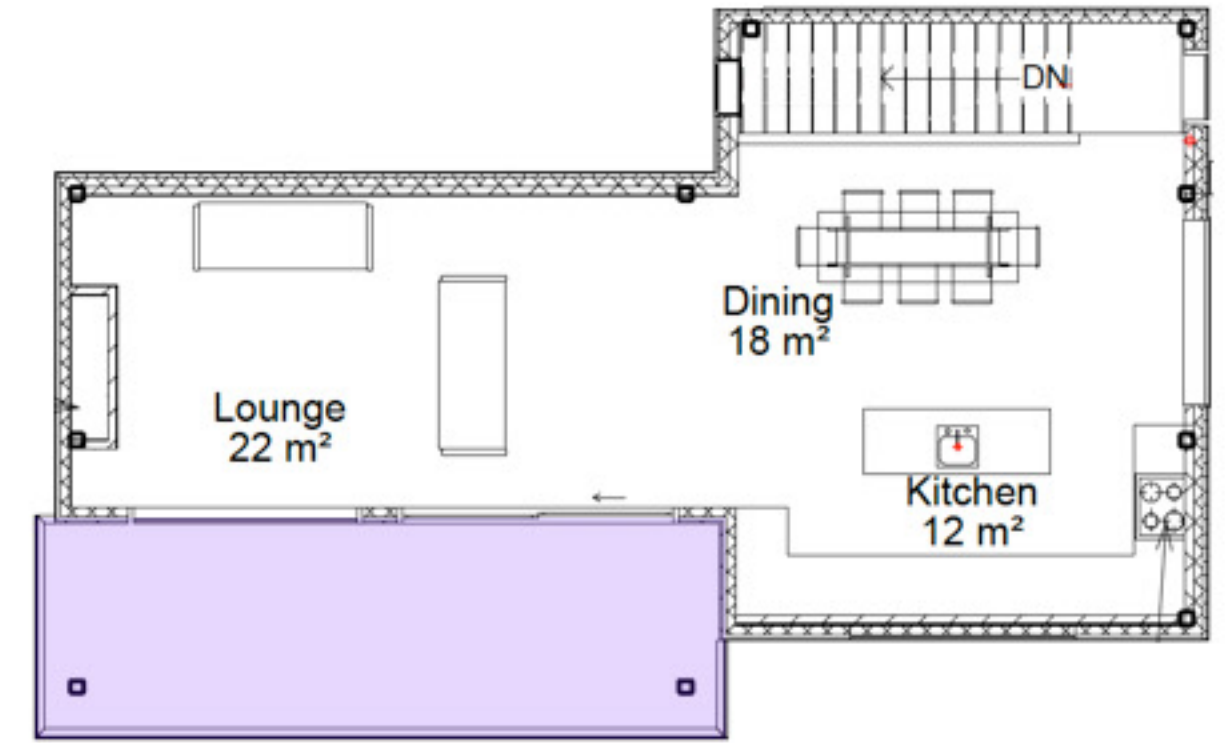




 **BASEMENT PLAN**



 **GROUND FLOOR PLAN**



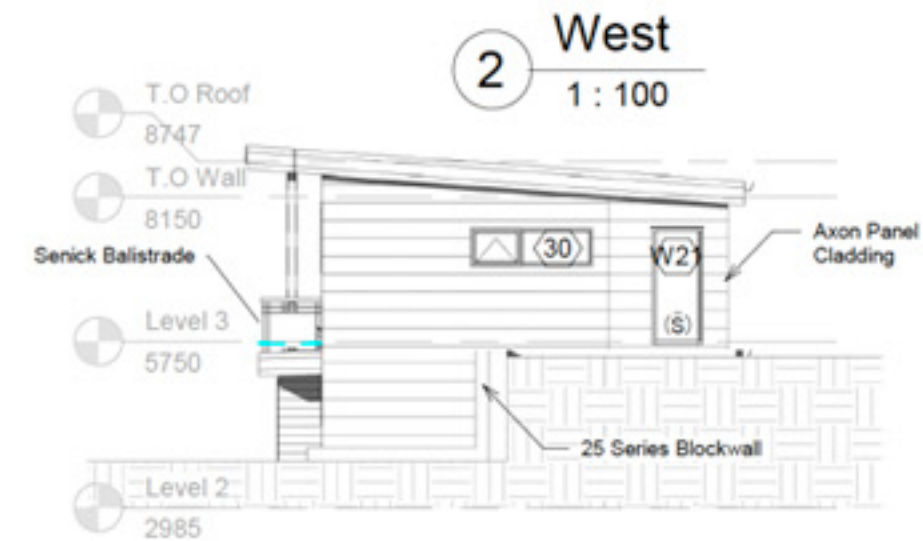
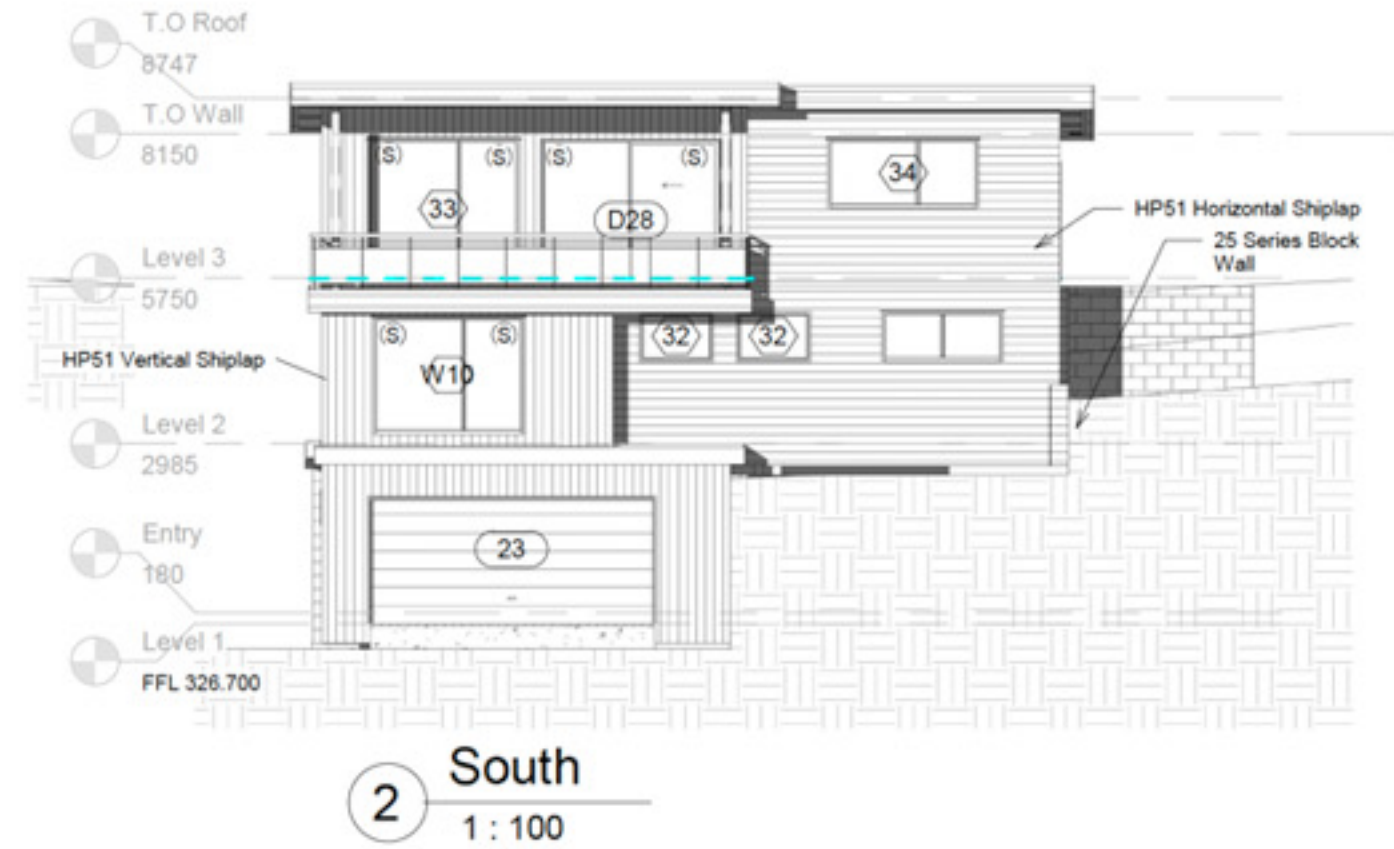
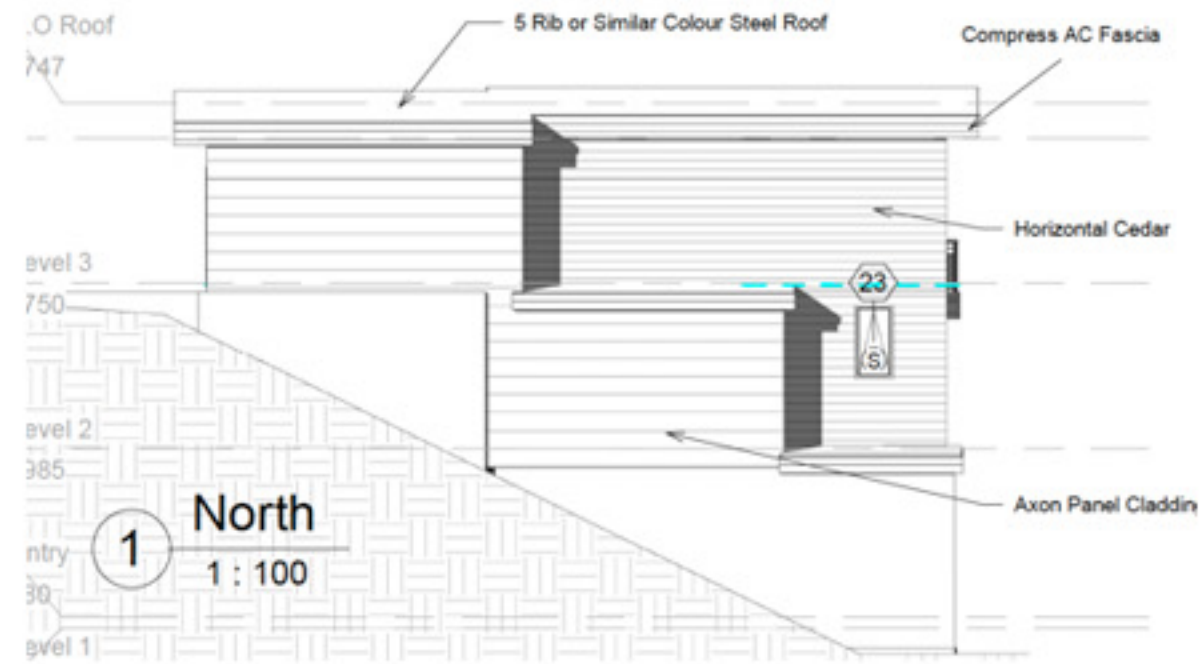
 **FIRST FLOOR PLAN**



**Outdoor Living Area**



**Car Parking**





# Visitor Accommodation Management Plan

## 12 Livingstone Lane, Frankton

### 1.0 Purpose

The purpose of this Visitor Accommodation Management Plan (VAMP) is to provide a foundation for avoiding adverse effects resulting from the use of the residential unit at 12 Livingstone Lane, Frankton for Residential Visitor Accommodation. This plan also contains a Noise Management Plan (NMP) - designed to assist in achieving compliance with the relevant Visitor Accommodation noise standards of the District Plan (as of September 2024):

- Daytime 0800 – 2000 hours: 50dBA  $L_{Aeq}$  (15 min)
- Night-time 2000 – 0800 hours: 40dBA  $L_{Aeq}$

Noise levels shall be measured and assessed in accordance with NZS 6801:2008 and NZS6802:2008.

### 2.0 Property Manager Details

The current (2024) Local Property Manager is Luxe Stay Queenstown and can be contacted as follows:

Name: Luxe Stay Queenstown  
 Address for Service: 1/12 Hylton Place, Queenstown  
 Phone: +64 21 126 3900  
 Email: [hello@luxestay.co.nz](mailto:hello@luxestay.co.nz)

### 3.0 Property Manager Responsibilities

The Property Manager is responsible for the following matters:

#### On Booking and Prior to Check-In

- Advising guests of the sleeping configuration/bed availability for the dwelling.
- Advising guests how to safely access the site and where to park.
- Advising guests that coaches cannot pick-up, drop-off, or park at the site.
- Advising guests that a dedicated mobility car park is not available on the site, nor in the area. However, guests will be advised that the mobility guests can be easily loaded/unloaded into a vehicle within the garage – but that there are stairs that need to be navigated up to the living and bedroom levels; meaning the house is likely not suited for guests with mobility needs.

### On Check-In

- To provide the guests with a copy of the “House Rules” (as set out in Section 4.0 of the VAMP);
- To check that the number of guests does not exceed six (6).
- To check that the on-site compendium contains a copy of the House Rules, and a copy of the conditions of resource consent.
- To ensure guests are familiar with the car parking arrangement for the site – being that all guest parking must be within the garage.

### On Servicing & Other Visits

- To ensure that rubbish & recycling bins do not remain on the street for more than 24 hours
- To ensure the maximum number of guests staying within the dwelling does not exceed six (6) at any time.

## **4.0 House Rules**

- i) There shall be no more than six (6) guests present at any one time.
- ii) There shall be no use of any outdoor living areas between 10 pm and 7 am.
- iii) Be courteous of neighbours. There shall be no undue nuisance or noise to neighbours or the local community.
- iv) Any noisy activities should only occur inside after 8 pm with windows and doors closed.
- v) All vehicles, including those used by visitors are to be parked on the site (within the double garage) and not on the street or shared accessways/driveways.
- vi) Rubbish/recycling bins are to go out on the evening before collection, or the morning of collection (before 7.00am) and be brought back in as soon as possible after being emptied (unless rubbish/recycling is collected privately by the Property Manager).
- vii) There shall be no sleeping on sofas.
- viii) There shall be no use of illegal substances or conduct of illegal activities at the property.

## **5.0 Noise Management Plan**

This NMP will set out specific methods and procedures to be undertaken by the owner/manager of the Residential Visitor Accommodation (RVA).

### **5.1 Noise Management Procedures**

- 5.1.1 The manager of the RVA shall advise guests prior to moving in that the building is located within a residential area and request that they respect this by keeping noise levels to a reasonable level, especially between the hours of 8.00 pm to 8.00 am.
- 5.1.2 The manager of the RVA shall provide their phone contact number to all guests and be contactable within a reasonable period of time.

### **5.2 Specific Noise Mitigation Measures**

- 5.2.1 The manager of the RVA shall advise guests that they are not to play amplified sound from the outdoor living area between the hours of 8.00 pm – 8.00 am, and that the outdoor living area is not to be used between 10.00 pm – 7.00 am. Amplified sound includes but is not limited to amplified speakers (musical or otherwise) and musical instruments. The outdoor living area is defined as the area shown in Figure 1, highlighted in purple, and does not include the interior of the dwelling.



- 5.2.2 The consent holder shall erect signs (minimum A4 size) on site to remind guests that they are in a residential area and to keep noise to a reasonable level, especially between the hours of 8.00 pm to 8.00 am. One sign shall be installed in the kitchen and one weatherproof sign (i.e. laminated or plastic) shall be installed within the outdoor living area. The outdoor sign shall also state that no amplified sound/music is to be played from the outdoor living area between the hours of 8pm – 8am, and that the area is to be vacated between 10pm – 7am.



Figure 1 - Outdoor Living Areas

### 5.3 Complaint Procedures

- 5.3.1 Should a complaint be received in relation to the RVA activity on the site, including from the Council or its Enforcement Officers, neighbours, or any other party, the RVA manager shall take the following steps:
- Take written note of the complaint.
  - Investigate the complaint and update the complaints register.
  - Decide on any actions, if necessary, that need to be taken to prevent further complaints of the same nature.
  - Review the Noise Management Plan to ensure the specified noise mitigation methods remain the best practice to avoid future noise complaints.
  - Respond to the complainant and advise them of the outcome of the above processes.
  - Details of all complaints (including any remedial actions taken) shall be kept for at least the preceding 5 years and any complaints received shall be forwarded to the Council Monitoring Department for monitoring purposes within 48 hours of the complaint being received.
  - The complaint register shall be made available for inspection by the Council at all times.

### 5.4 Review of Noise Management Plan

- 5.4.1 This NMP shall be reviewed on an annual basis to ensure the specified objectives and methods to ensure the minimisation of noise remain best-practice.
- 5.4.2 This review shall be completed no later than 30 December of each year.
- 5.4.3 Should any changes to this NMP result from the review process, the amended NMP shall be submitted to the Council's Monitoring Planner for certification.
- 5.4.4 As part of this annual review, a letter drop shall be undertaken to all neighbouring property owners – identified by a red 'X' in Figure 2 below. This letter shall advise each neighbouring unit owner of the contact details of the current manager of the RVA activity and invite neighbours to contact this manager should they have any questions or complaints.



Figure 2 – Neighbours to Receive An Annual Letter



## Residential Zone Design Guide 2021 Assessment – 12 • Livingstone Lane

### *Background:*

The Queenstown Lakes District Council Publicly Notified the Council's Decisions on Submissions on Stage 3 of the Proposed District Plan Review on 1 April 2021. Stage 3 of the PDP includes Residential and Business Mixed Use Design Guidelines, designed to promote good design principles to achieve high-quality, high-amenity built residential developments while providing for growth in the Queenstown Lakes District.

The Residential Zone Design Guide, "design guide", applies to the Lower Density Suburban Residential Zone, Medium Density Residential Zone, and High Density Residential Zone.

The design guide is intended to assist in the initial development and re-development of residential zoned properties within the District and provides examples of good design/urban design practice.

Rule 7.5A.1 states:

*"For all restricted discretionary and discretionary activities under Rules 7.4 and 7.5, applications for resource consent shall include a statement confirming that the relevant design elements from the Residential Zone Design Guide 2021 have been considered, including a summary of any particular aspects of the proposal that have resulted from that consideration."*

The activity status for non-compliance of this rule is a Non-Complying Activity.

The proposed Residential Visitor Accommodation is a restricted discretionary under rule 7.5 (7.5.18) – as greater than 90 nights/yr of RVA is sought). Despite the clear intent of these guidelines to apply to residential development/re-development, the RVA activity is captured under Rule 7.5A.1 and as such an assessment is provided as follows:

### *Assessment:*

The current application is for the Residential Visitor Accommodation use of the existing residential unit. No changes to the design of the dwelling or site in general are proposed. Rather the activity under consideration is the part-time use of the dwelling for short-term accommodation whilst the owners are not using it as their personal holiday home.

As the activity under consideration is a land use undertaken within the existing buildings, the Residential Zone Design Guide 2021 is not considered highly relevant. The design elements of this design guide have been reviewed and considered – but given the established existing environment and the fact that no changes are proposed – no aspects of the current proposal have arisen from this consideration. Furthermore, no changes are considered necessary for the site or buildings.

Should the Council desire, an advice note on the decision alerting the consent holder to the existence of the Residential Zone Design Guide 2021 for future development/re-development would be accepted.



# IMPORTANT NOTICE – OUTDOOR AREA

## Dear Guests

Kindly note our house is located within a residential area. Please respect our neighbours by keeping noise to a low level at all times, especially between 8pm – 8am.

As agreed with the Queenstown Council, the following rules apply:

- **No amplified sound/music is to be played from the outdoor living areas between the hours of 8pm – 8am.**
- **All outdoor living areas must be vacated between the hours of 10pm – 7am**

If you have any questions about these rules, please call XXX on XXXXX

XX NEIGHBOUR'S ADDRESS XX  
 XX NEIGHBOUR'S ADDRESS XX  
 XX NEIGHBOUR'S ADDRESS XX

XX DATE/MONTH/YEAR XX

## **Re: Residential Visitor Accommodation at 12 Livingstone Lane, Frankton**

### **– Information & Our Contact Details**

Dear Neighbour,

We are the owners of number 12 Livingstone Lane. The Council has granted us resource consent to use our property for part-time residential visitor accommodation, such as Airbnb. Specifically, we have been granted resource consent to use the house in this manner for a maximum of 365 nights/year, for a maximum of 6 guests at any one time.

When the house is not rented in this manner it will be either used by us, by our friends/family, be vacant, or potentially rented out to long-term tenants in future.

The purpose of this letter is to advise you of this, and provide you with our current contact details – to make it easy for you to get in touch with us to discuss any aspect of this use of the property.

When renting out the house, we and our local Property Manager are very careful to only accept guests that we believe will be a good fit for the property. We only want mature, responsible people in our home – and know these people will be the best neighbours for you.

Our consent from the Council involves several measures which will be implemented to ensure we can use our property in this way without adversely affecting our neighbours, including you. All these measures were proposed by us, and accepted by Council. They are as follows:

- 1) A maximum of 6 guests at any one time in the house.
- 2) We will brief guests on where to park, prior to arrival. All guests will be required to park on our property (in our garage) and not out on the street.
- 3) Signs are to be installed in the house reminding guests they are in a residential area and to keep noise levels to a minimum at all times.
- 4) No use of outdoor living areas between 10pm – 7am the following day. This is to avoid unnecessary noise during night time hours. We will install signs that convey this message.
- 5) No amplified music/sound to be played from outdoor areas between 8pm – 8am the following day. Any noisy activities should only occur inside after 8 pm with windows and doors closed.
- 6) Rubbish/recycling bins are to go out on the evening before collection, and be brought back in as soon as possible after being emptied (unless collected privately by the Property Manager).

You can easily view the full resource consent documentation including conditions of the resource consent, approved plans, approved Visitor Accommodation Management Plan on the Council's Edocs website: <https://edocs.qldc.govt.nz/>

By searching for the consent number "RMXXXXXX".

### **Invitation & Contact Details**

Our aim is to use our property for visitor accommodation without it adversely affecting you in any way. Therefore, we would like to provide you with the contact details of our local Property Manager (Luxe Stay Queenstown). Please feel free to contact them directly to let us know of any concerns, issues, or

complaints. Should any issues arise we would greatly appreciate the opportunity to resolve these directly, as soon as we can.

Name: Luxe Stay Queenstown

Address for Service: 18B Hylton Place, Queenstown

Phone: +64 21 126 3900

Email: [hello@luxestay.co.nz](mailto:hello@luxestay.co.nz)

If you need to get in touch with us directly, here are our contact details:

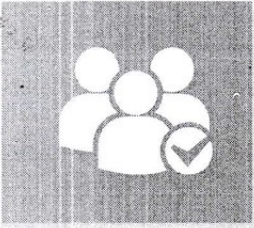
Contact Mobile Number: 027 233 3066

Email Address: [johnyang124@gmail.com](mailto:johnyang124@gmail.com)

Postal Address: 30 Brookfield Drive, Northwood, Christchurch 8051

Thank you and warm regards,

John Yang



# AFFECTED PERSON'S APPROVAL

FORM 8A



Resource Management Act 1991 Section 95



## RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Jeong and Myeong Yang



## AFFECTED PERSON'S DETAILS

I/We Alan & Miki Clarke

Are the owners/occupiers of  
28 Livingstone Lane, Frankton



## DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Undertake Residential Visitor Accommodation from 12 Livingstone Lane, Frankton for up to 365 nights per year, for a maximum of 6 guests at any one time.

at the following subject site(s):

12 Livingstone Lane, Frankton



I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



## WHAT INFORMATION/PLANS HAVE YOU SIGHTED




I/We have sighted and initialled ALL plans dated and approve them.


22 November 2024



## APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT)	
	Alan Clarke	
	Contact Phone / Email address	
	clarkesan@hotmail.com	
	Signature	Date
		22/11/2024

B	Name (PRINT)	
	Miki Clarke	
	Contact Phone / Email address	
	Signature	Date
		22/11/2024

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

### Note to person signing written approval

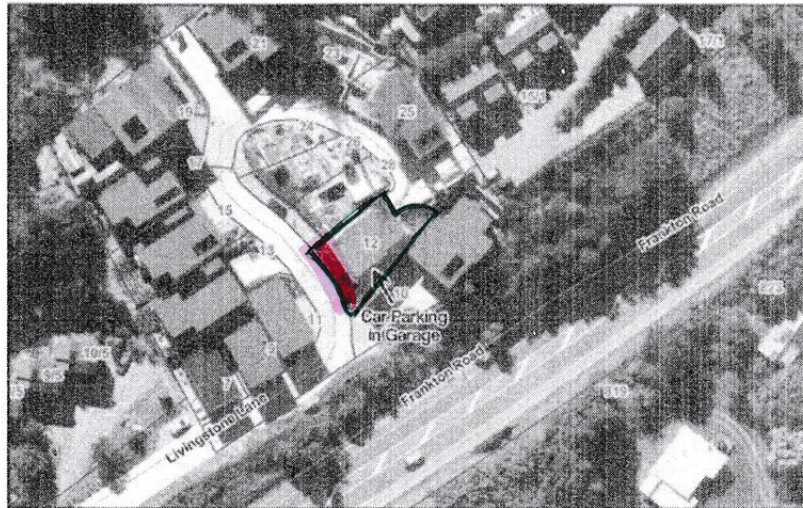
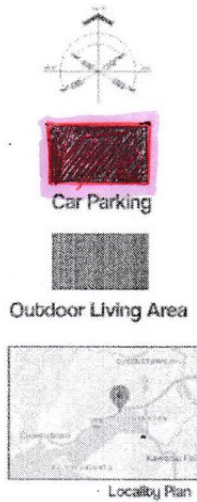
Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.



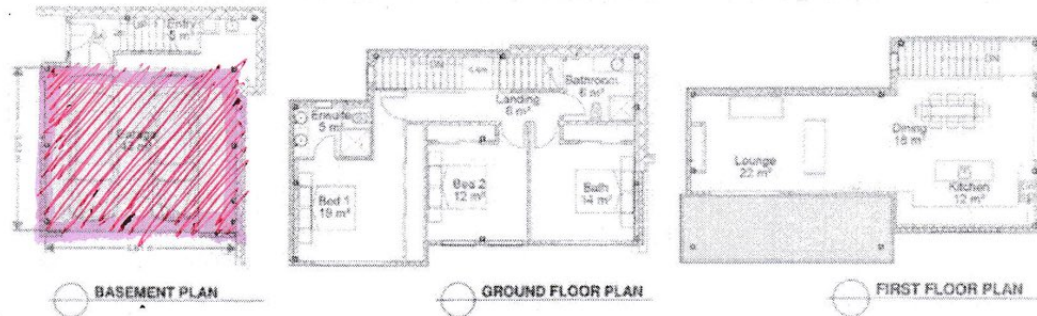


## Residential Visitor Accommodation 12 Livingstone Lane

Version 1.0 - 5 September 2024

**PLEASE SIGN HERE**

*Mon Hanke* *Wil*



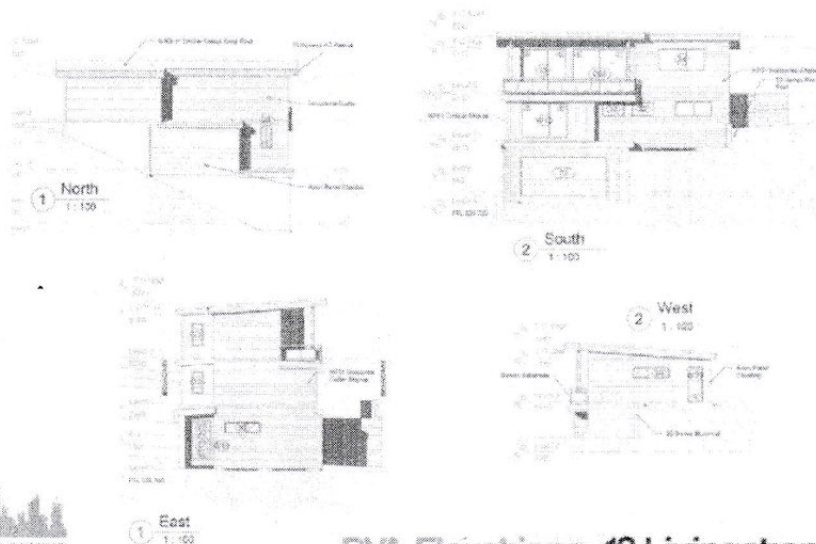
Outdoor Living Area

Car Parking

## RVA Floor Plans 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from QLIC BC200653 Building Consent File by Moonliving Homes



## RVA Elevations 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from QLIC BC200653 Building Consent File by Moonliving Homes





# AFFECTED PERSON'S APPROVAL

FORM 8A



Resource Management Act 1991 Section 95

#

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Jeong and Myeong Yang

Person icon

AFFECTED PERSON'S DETAILS

I/We JASON & HELEN PRICE

Are the owners/occupiers of  
10 Livingstone Lane, Frankton

List icon

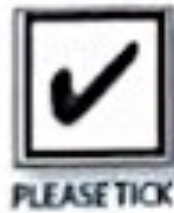
DETAILS OF PROPOSAL

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Undertake Residential Visitor Accommodation from 12 Livingstone Lane, Frankton for up to 365 nights per year, for a maximum of 6 guests at any one time.

at the following subject site(s):  
12 Livingstone Lane, Frankton



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Document icon

WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.

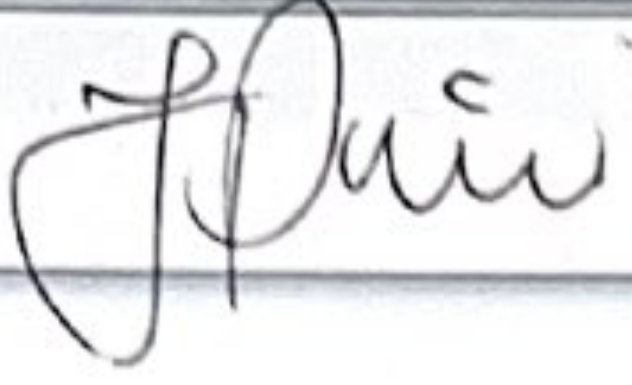
5 September 2024

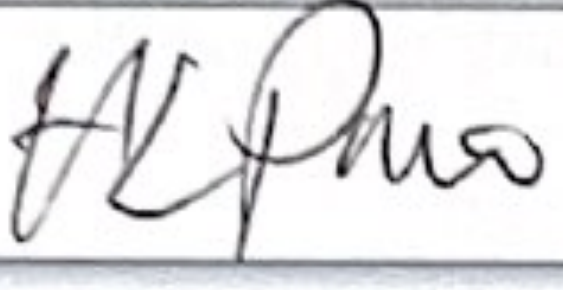




## APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT) <b>JASON PRICE</b>	
	Contact Phone / Email address <b>jasonprice 01 @ gmail.com</b>	
	Signature 	Date <b>19/11/24</b>

B	Name (PRINT) <b>HELEN PRICE</b>	
	Contact Phone / Email address <b>helen/price 01 @ gmail.com</b>	
	Signature 	Date <b>19/11/24</b>

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

### Note to person signing written approval

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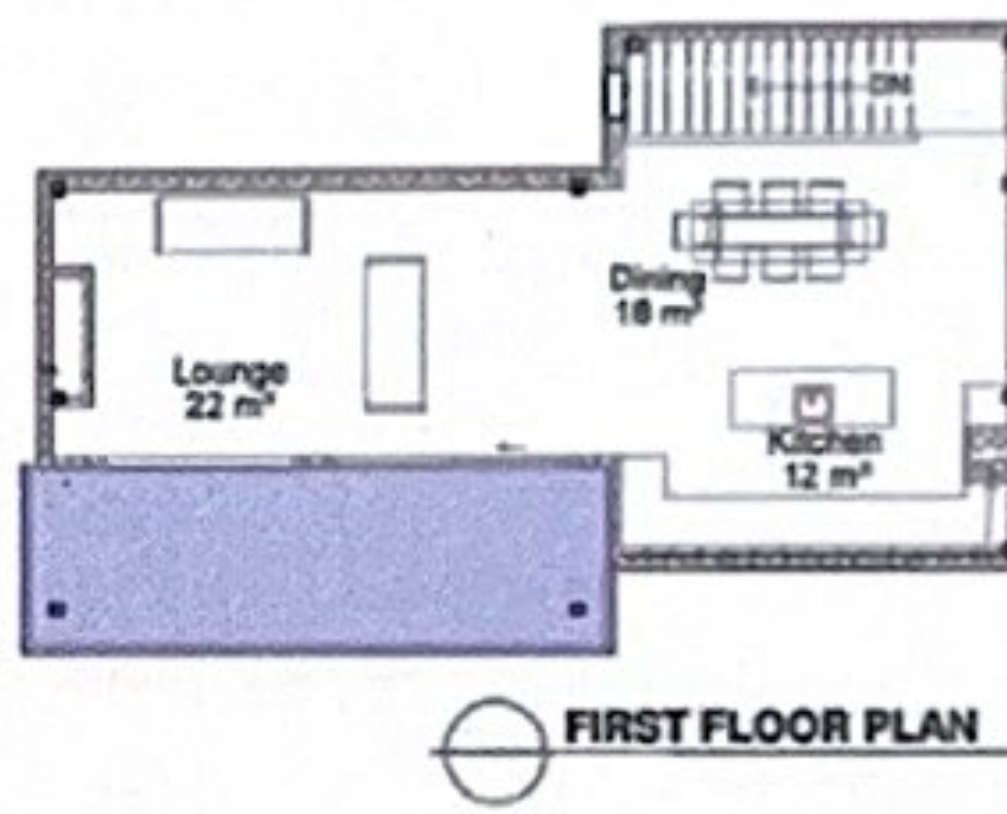
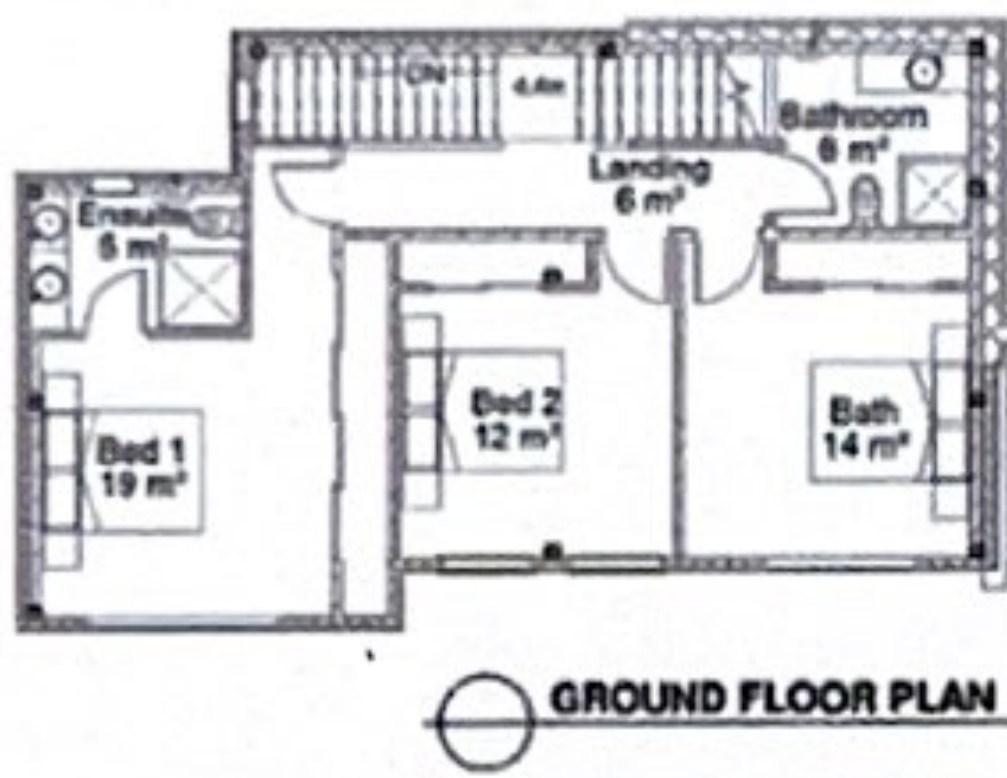
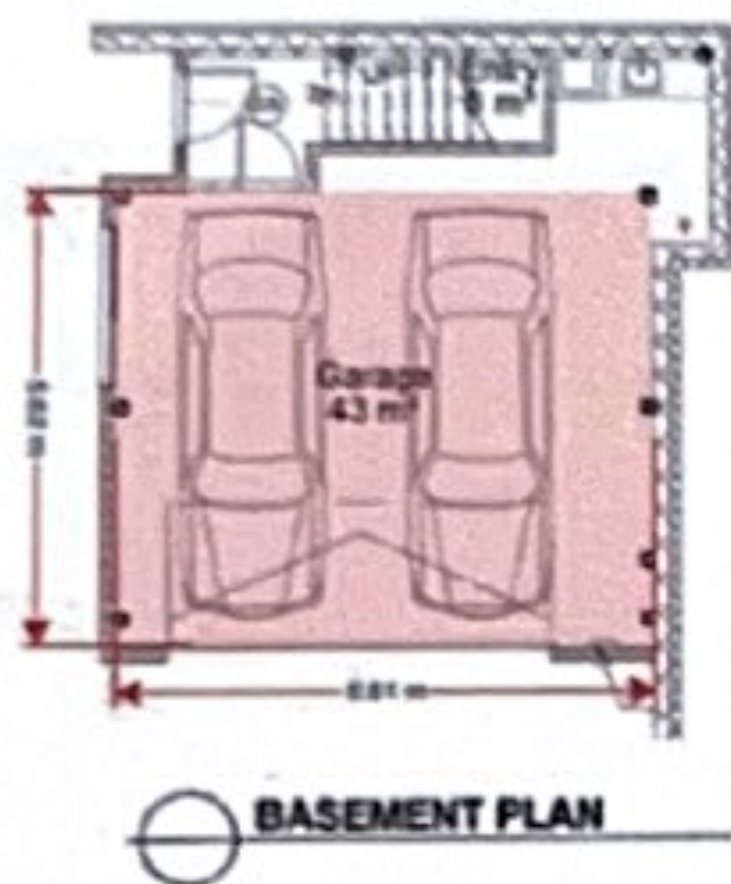


## Residential Visitor Accommodation 12 Livingstone Lane

Version 1.0 - 5 September 2024

PLEASE SIGN HERE

*[Handwritten Signature]*

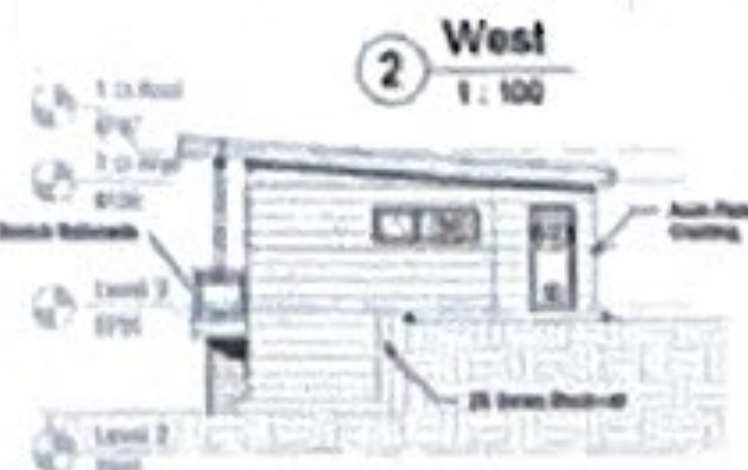
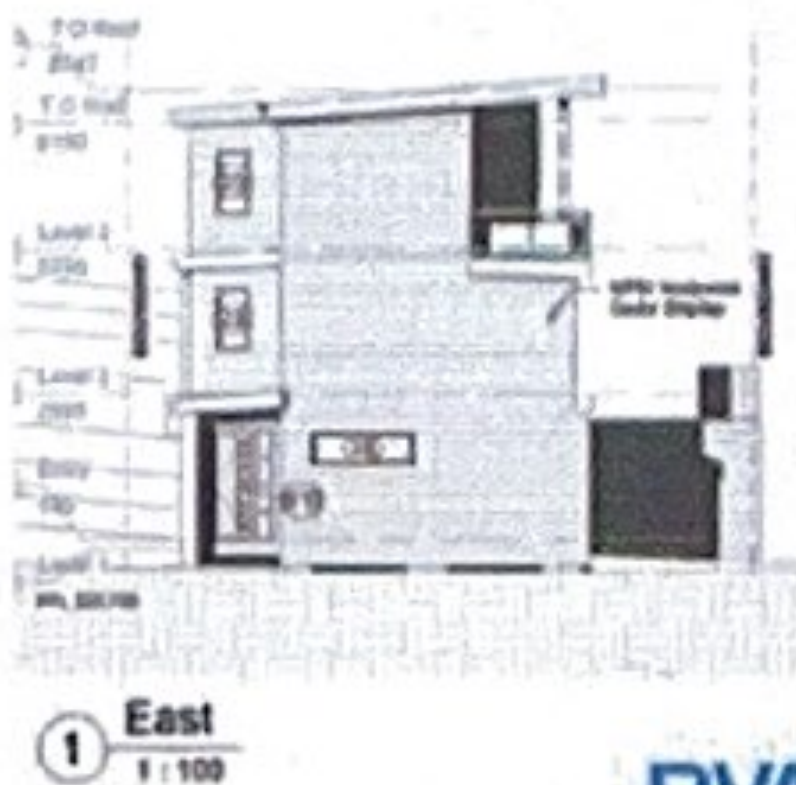
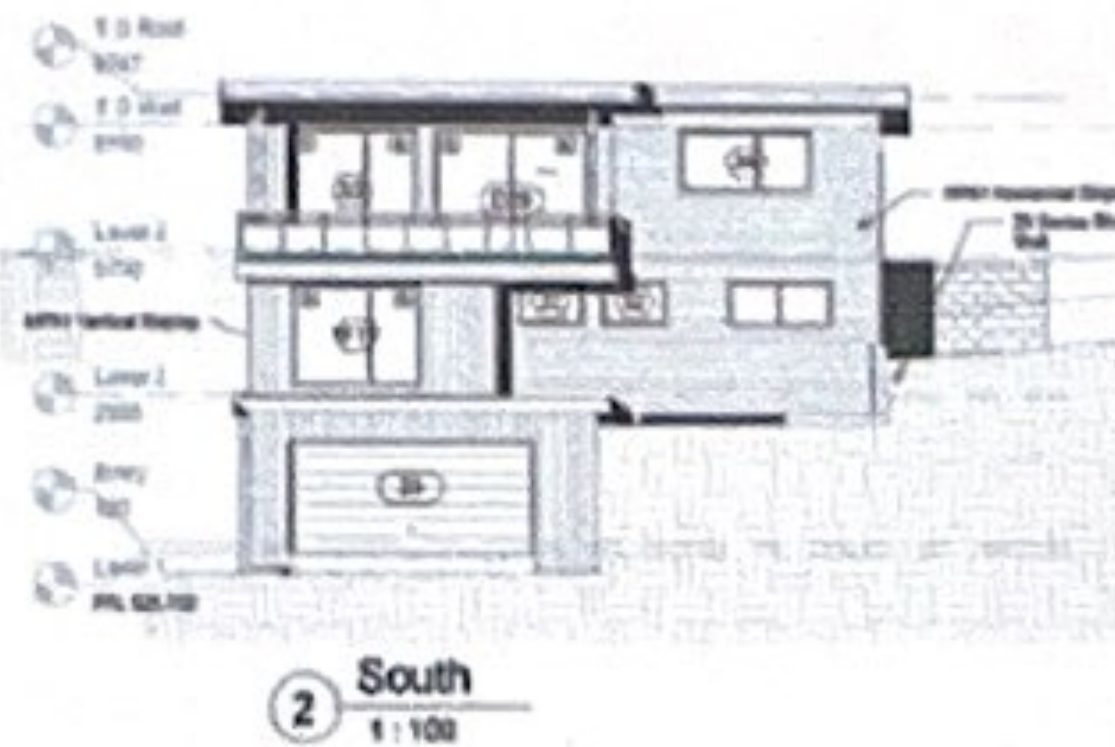
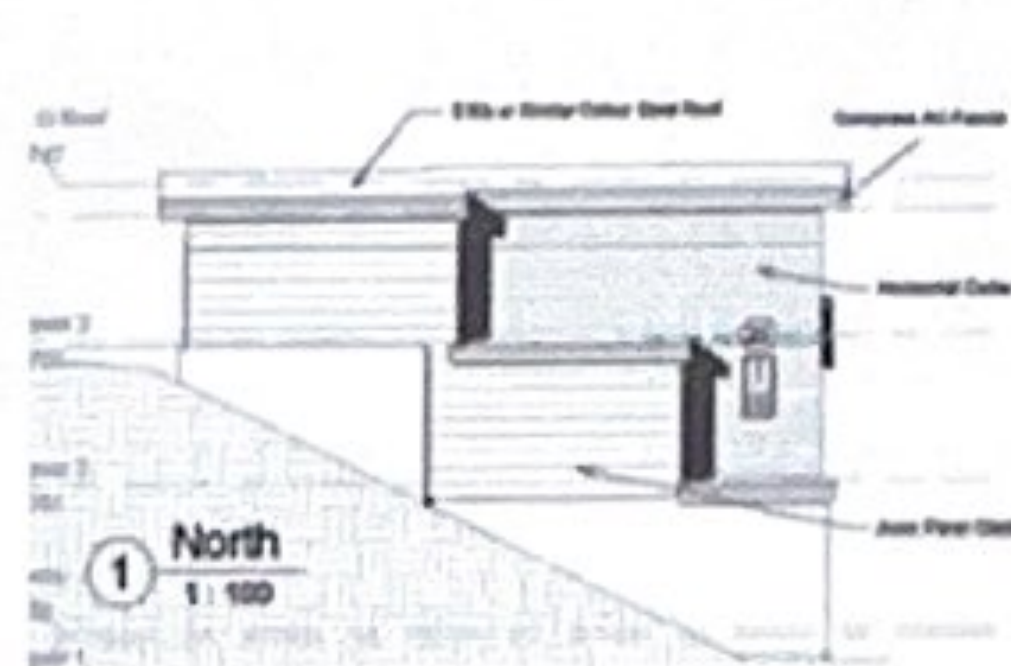


Outdoor Living Area Car Parking

## RVA Floor Plans 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from QDC BC200553 Building Consent File by Mooreliving Homes



## RVA Elevations 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from QDC BC200553 Building Consent File by Mooreliving Homes





# AFFECTED PERSON'S APPROVAL

## FORM 8A



Resource Management Act 1991 Section 95



### RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Jeong and Myeong Yang



### AFFECTED PERSON'S DETAILS

I/We **Davangjoe Custodian Pty Ltd**

Are the owners/occupiers of

11 Livingstone Lane, Frankton



### DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Undertake Residential Visitor Accommodation from 12 Livingstone Lane, Frankton for up to 365 nights per year, for a maximum of 6 guests at any one time.

at the following subject site(s):

12 Livingstone Lane, Frankton



PLEASE TICK

I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



PLEASE TICK

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



### WHAT INFORMATION/PLANS HAVE YOU SIGHTED



PLEASE TICK

I/We have sighted and initialled ALL plans dated and approve them.

5 September 2024



## APPROVAL OF AFFECTED PERSON(S)

84

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A

Name (PRINT)

**Simon Cubbin (as director of Davangjoe Custodian Pty Ltd)**

Contact Phone / Email address

**siangejo@gmail.com**

Signature

Date

**12/06/2024**

B

Name (PRINT)

**Angela Roberts (as director of Davangjoe Custodian Pty Ltd)**

Contact Phone / Email address

**angeinjan@gmail.com**

Signature

Date

**12/06/2024**

C

Name (PRINT)

Contact Phone / Email address

Signature

Date

D

Name (PRINT)

Contact Phone / Email address

Signature

Date

### Note to person signing written approval

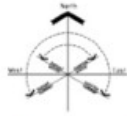
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Car Parking



Outdoor Living Area



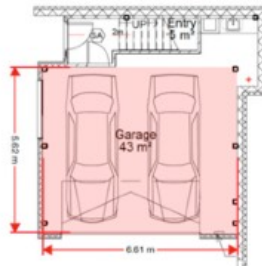
Locality Plan



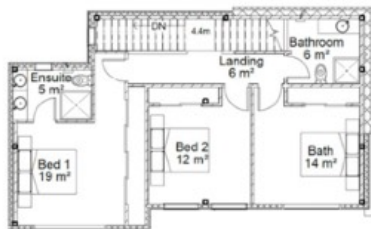
## Residential Visitor Accommodation 12 Livingstone Lane

Version 1.0 - 5 September 2024

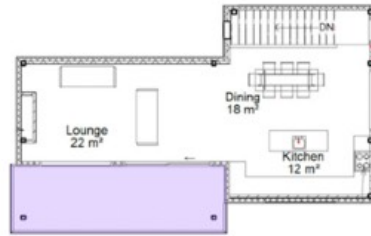
PLEASE SIGN HERE



BASEMENT PLAN



GROUND FLOOR PLAN



FIRST FLOOR PLAN



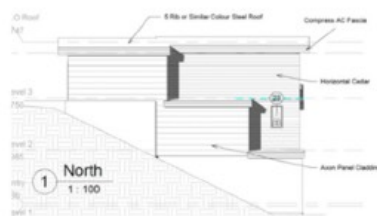
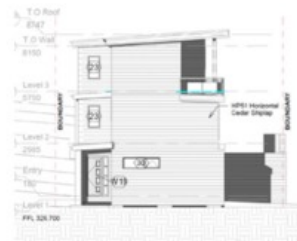
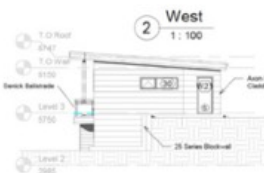
Outdoor Living Area

Car Parking

## RVA Floor Plans 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from OLDC BC200653 Building Consent File by Mooreliving Homes

North  
1 : 100South  
1 : 100East  
1 : 100West  
1 : 100

## RVA Elevations 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from OLDC BC200653 Building Consent File by Mooreliving Homes



# AFFECTED PERSON'S APPROVAL

## FORM 8A



Resource Management Act 1991 Section 95

#

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Jeong and Myeong Yang



AFFECTED PERSON'S DETAILS

I/We JEMMA & MARCUS VAN KLINK & MJO TRUSTEE COMPANY 2012 LIMITED

Are the owners/occupiers of  
13 Livingstone Lane, Frankton



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:  
Undertake Residential Visitor Accommodation from 12 Livingstone Lane, Frankton for up to 365 nights per year, for a maximum of 6 guests at any one time.

at the following subject site(s):  
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WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.

5 September 2024





## APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT)	
	JEMMA VAN KLINK (ALSO AUTHORISED TO SIGN ON BEHALF OF MJO TRUSTEE COMPANY 2012 LIMITED)	
	Contact Phone / Email address	
	Marcusandjemma@xtra.co.nz	
	Signature	Date
		11/11/2024

B	Name (PRINT)	
	MARCUS VAN KLINK (ALSO AUTHORISED TO SIGN ON BEHALF OF MJO TRUSTEE COMPANY 2012 LIMITED)	
	Contact Phone / Email address	
	Marcusandjemma@xtra.co.nz	
	Signature	Date
		11/11/2024

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

### Note to person signing written approval

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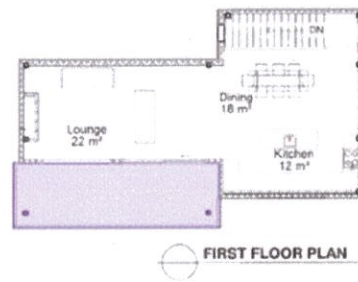
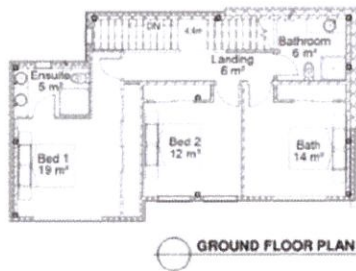
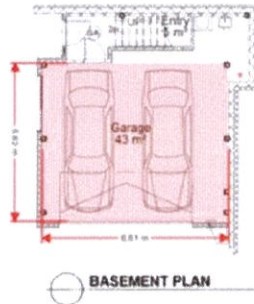


## Residential Visitor Accommodation 12 Livingstone Lane

Version 1.0 - 5 September 2024

PLEASE SIGN HERE

*Manell Stirling*



Outdoor Living Area

Car Parking

## RVA Floor Plans 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from Q.LDC BC200653 Building Consent File by Moonriving Homes



## RVA Elevations 12 Livingstone Lane

Version 1.0 - 5 September 2024

Created using base plans from Q.LDC BC200653 Building Consent File by Moonriving Homes