

## Smart Growth Committee

7 July 2026

### Report for Agenda Item | Rīpoata moto e Rāraki take [2]

**Department: Strategy & Policy**

**Title | Taitara: Joint Housing Action Plan – Update**

**Purpose of the Report | Te Take mō te Pūroko**

---

This report provides an update on the Queenstown Lakes Joint Housing Action Plan (JHAP) including presenting the annual monitoring report and the draft Relationship Framework Agreement update with the Queenstown Lakes Community Housing Trust.

**Recommendation | Kā Tūtohuka**

---

That the Smart Growth Committee:

1. **Note** the contents of this report;
2. **Note** that the Joint Housing Action Plan has been jointly developed and is being implemented by partners from the Grow Well Whaiora Partnership, specifically Kāinga Ora and Te Tūāpapa Kura Kāinga Ministry of Housing and Urban Development (HUD), and the Queenstown Lakes Community Housing Trust (QLCHT);
3. **Note** that the Joint Housing Action Plan Monitoring Report will be published on the QLDC website and provided to the Grow Well Whaiora partners;
4. **Note** that the work programme and priorities will be discussed at the Smart Growth workshop on 7 July 2026 immediately following this committee meeting;
5. **Note** the proposed changes to the Relationship Framework Agreement with the Queenstown Lakes Community Housing Trust; and
6. **Note** that the draft Relationship Framework Agreement with the Queenstown Lakes Community Housing Trust will be presented to Full Council for approval on 23 July 2026.

**Prepared by:**



**Name:** Emily Irwin  
**Title:** Senior Strategic Planner - Housing  
22 June 2026

**Reviewed and Authorised by:**



**Name:** Pennie Pearce  
**Title:** GM – Strategy and Policy  
23 June 2026

---

### Context | Horopaki

---

1. The development of the Queenstown Lakes District Joint Housing Action Plan (JHAP) is one of the six priorities of the joint work programme for the Grow Well Whaiora Partnership (Priority Initiative 5). The JHAP was adopted by Council in August 2023 and by the Grow Well Whaiora partnership in September 2023. It recognises that housing is one of the biggest challenges the district faces, and that increasing housing supply alone will not address the problem.
2. The JHAP puts forward 34 actions to improve housing outcomes in the district, to be undertaken primarily by the Queenstown Lakes District Council (QLDC), the Ministry of Housing and Urban Development (HUD), Kāinga Ora (KO), and the Queenstown Lakes Community Housing Trust (QLCHT).

### Analysis and Advice | Tatāritaka me kā Tohutohu

---

#### *JHAP Annual Monitoring Report*

3. Action 1A of the JHAP requires regular reporting on housing and workforce issues and affordability in Queenstown Lakes to the Grow Well Whaiora Partnership. In addition, Agenda Item 1 Resolution 7 of the 10 August 2023 Full Council meeting stated: Agree that staff update the Council on the outcomes of the JHAP annually.
4. The latest JHAP Annual Monitoring Report is provided as Attachment A, developed to meet these requirements. It will be published on the QLDC website and provided to the Grow Well Whaiora partners at the next meeting.
5. The report is split into two sections:
  - Implementation Update: an update on each of the 34 JHAP actions
  - Measuring Housing Outcomes: an update on the indicators listed in the JHAP

#### *JHAP Implementation Update*

6. Work is underway on the JHAP actions, with detail on each action provided in the monitoring report. Key implementation highlights so far include:
  - **Accommodation Supplement:** In Budget 2025, the Government committed to updating the Accommodation Supplement Area Boundaries to reflect changes in residential and urban development and more accurately account for people's location and housing costs. This means that people currently living in Queenstown Lakes 'Area 4' locations being promoted to 'Area 1'<sup>1</sup> will be better off on average by approximately \$93 per week. Officers have also worked closely with MSD to ensure the updates to the urban areas

---

<sup>1</sup> This includes parts of Frankton, Jack's Point, Lake Hayes Estate, Quail Rise, Shotover Country, and Sunshine Bay-Fernhill.

reflect the key urban areas within the Queenstown Lakes District. These changes will be implemented from 1 April 2027. It is noted that settlement areas were outside the scope of this review. Officers will continue to advocate for updates to these areas, which MSD have advised are likely to take place at a later date.

- **Structure Plans:** QLDC completed Te Tapuae - Southern Corridor Structure Plan in 2025 which sets out a long-term framework to guide how the area will grow and develop, identifying where housing, business, and infrastructure should be located to create a well-connected and sustainable community. Most importantly it promotes housing choice and for the provision of affordable housing to be integrated throughout the area. Work has now begun on the Southern Wānaka and Te Kirikiri Frankton structure plans.
- **Intensification:** QLDC adopted the Urban Intensification Variation Independent Hearing Panel Report recommendations on 5 February 2026. This District Plan variation upzones areas around the district to allow for more houses of different types and enable people to live closer to local services and community facilities.
- **Advocating for Inclusionary Housing:** As at June 2026, inclusionary housing has now provided QLCHT with over \$56 million worth of financial and land contributions from developers in the district, including three sections worth \$1.425 million since June 2025. QLDC continues to advocate for a statutory pathway for inclusionary zoning as part of regional deal.
- **GIS Map:** QLDC officers have created a GIS layer showing land parcels subject to a stakeholder deed, to be used by the Resource Consenting team to identify when community or affordable housing contributions are upcoming or due. This will better enable proactive deed enforcement and ensure all developers are contacted in appropriate timeframes.
- **QLCHT Offerings:** QLCHT has continued to grow and now supports a total of 238 households, including 16 new Social/Public homes since June 2023. The Tewa Banks development, on land gifted by QLDC and funded in part through the Ministry of Housing and Urban Development, is well underway with 33 of 68 homes already built.

### *Measuring Housing Outcomes*

7. The monitoring report shows that, while several housing measures have improved, housing affordability in Queenstown Lakes has worsened since the JHAP was adopted in 2023. The lower quartile house price, which indicates the price of more affordable homes, has increased from around \$800,000–\$850,000 in 2021 to \$1.05–\$1.15 million in 2025.
8. Since 2023, housing supply has grown significantly. QLDC continues to issue more building consents per capita than any other territorial authority, with 34 consents per 1,000 residents in the year to April 2026, compared with the New Zealand average of 7.3.

9. Demand for affordable housing continues to grow. QLCHT now supports an additional 103 households since June 2023. However, its waiting list of eligible households has increased from 980 in June 2023 to 1,592 in June 2026, reflecting population growth and strong ongoing demand for affordable housing.
10. **Implications for the JHAP.** These trends indicate that the existing JHAP measures should be reviewed as part of the refresh. Over the past few years, Council has taken a range of actions to support housing supply and choice, including:
- Preparing structure plans for new growth areas (Te Putahi, Te Tapuae, and Te Kirikiri Frankton and Central and Southern Wanaka are underway);
  - Intensifying urban areas across the district, resulting an increased capacity of approximately 27,000 dwellings;
  - Using new legislation to streamline the Te Pūtahi Ladies Mile Plan Change;
  - Continuing to issue the highest number of building consents per 1,000 residents in New Zealand; and
  - Releasing significant infrastructure capacity across a range of locations across the district.
11. Despite this progress, these actions have not yet translated into improved housing affordability. This demonstrates the strength of housing demand in the district and reinforces that increasing housing supply alone will not solve the affordability challenge. Additional tools, such as inclusionary zoning, remain essential to ensuring affordable homes are available in perpetuity for the community.

*Next Steps: JHAP Work Programme Priorities*

12. The JHAP work programme priorities over the next 12 months is being discussed at the Smart Growth Committee workshop on 7 July.

***Relationship Framework Agreement with the Queenstown Lakes Community Housing Trust***

13. QLCHT is a key JHAP partner and QLDC works closely with them to achieve JHAP outcomes. The purpose of the Relationship Framework Agreement (RFA) is to formalise the relationship between Council and the Trust to govern how the parties work together to deliver affordable housing.
14. The current RFA was agreed by Council and the Queenstown Lakes Community Housing Trust (the Trust) on 30 June 2022<sup>2</sup> and is required to be reviewed every three years of being executed.

---

<sup>2</sup> QLDC Council, 30 June 2022, Agenda Item 10.

15. QLDC officers have worked with QLCHT to refresh the RFA, including a legal review. The refreshed draft RFA is provided as Attachment B. All suggested changes are provided in a table in Attachment C.
16. The key changes are:
- a) Recipient of QLCHT assets: The current RFA states that QLDC would receive QLCHT assets in the case that QLCHT is wound up. However, this clause was stopping QLCHT to register as a charity, as charity rules require the recipient to also be a charity. Therefore, we are proposing a change to instead require QLDC written approval for the recipient/s of QLCHT assets in the case that QLCHT is wound up. This change was made to enable QLCHT to register as a charity, while maintaining a high level of QLDC control over what happens to the assets if QLCHT is wound up.
  - b) Covenants: To enable QLDC to place covenants on the title of land transferred to QLCHT via QLDC, in addition to the existing ability to add an encumbrance. Officers are now retrospectively placing covenants on land already transferred with the permission of QLCHT.
  - c) Minor changes for consistency, clarity, and reflecting current dates and QLCHT policies.
  - d) Updated Clause 3.5 enables at least two representatives to attend the QLCHT Board meetings. Councillors requested that the timing of these meetings be reviewed. This has been discussed with QLCHT, and while no changes to the RFA are proposed, we have agreed to work together to avoid scheduling clashes.

#### **Consultation Process | Hātepe Matapaki**

---

#### **Significance and Engagement | Te Whakamahi I kā Whakaaro Hiraka**

17. Although housing affordability is a matter of high significance to the community, this matter is of low significance because it is a noting report, as determined by reference to the Council's Significance and Engagement Policy 2024.
18. The persons who are affected by or interested in this matter are residents/ratepayers of the Queenstown Lakes district community, Kāi Tahu, Grow Well Whaiora partners, and the business community.
19. The Council consulted with the community on the Joint Housing Action Plan ahead of adoption in 2023.

#### **Māori Consultation | Iwi Rūnaka**

20. As an output of the Spatial Plan, Aukaha and Te Ao Marama Incorporated have had oversight of the JHAP through the Grow Well Whaiora Partnership.

### Risk and Mitigations | Kā Raru Tūpono me kā Whakamaurutaka

---

21. This matter relates to the Strategic/Political/Reputation risk category. It is associated with RISK10056 Ineffective provision for the future planning and development needs of the district within the QLDC Risk Register. This risk has been assessed as having a moderate residual risk rating. Residual risk is the estimated level of risk that will exist after the recommended treatment plans are implemented.

### Financial Implications | Kā Riteka ā-Pūtea

---

22. There are no financial implications of this report. The workstreams discussed have funding under the Long Term Plan.

### Council Effects and Views | Kā Whakaaweawe me kā Tirohaka a te Kaunihera

---

23. The following Council policies, strategies and bylaws were considered:

- Queenstown Lakes District Joint Housing Action Plan 2023-2028
- 2021-2031 Queenstown Lakes Homes Strategy
- The outcomes and principles of the Vision Beyond 2050: Our Strategic Framework | Queenstown Lakes District Council
- Queenstown Lakes Spatial Plan 2021
- The Climate and Biodiversity Plan
- The Long Term Plan
- The QLDC District Plan
- Economic Diversification Plan 2024

24. The contents of the JHAP monitoring report are consistent with these documents.

25. This matter is included in the Long Term Plan/Annual Plan.

---

**Local Government Act 2002 Purpose Provisions | Te Whakatureture 2002 o te Kāwanataka ā-Kiaka**

---

26. Section 10 of the Local Government Act 2002 states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future.
27. The JHAP monitoring report aims to hold Grow Well Whaiora partners accountable for delivering on the agreed actions, to increase housing choice and affordability.

---

**Attachments | Kā Tāpirihaka**

---

A	Joint Housing Action Plan Monitoring Report
B	Draft Relationship Framework Agreement with QLCHT
C	Table of proposed changes to the QLCHT RFA

## Queenstown Lakes Joint Housing Action Plan: Monitoring Report

### Introduction

The Queenstown Lakes Joint Housing Action Plan (JHAP) was adopted by the Grow Well Whaiora partnership in September 2023. It recognises that a lack of affordable housing is one of the biggest challenges the district faces, impacting individuals, families, businesses, and the wider economy. It also recognises that increasing housing supply alone cannot and will not address the problem.

The JHAP puts forward 34 actions to improve housing outcomes in the district, to be undertaken primarily by the Queenstown Lakes District Council (QLDC), the Ministry of Housing and Urban Development (HUD), Kāinga Ora (KO), the Queenstown Lakes Community Housing Trust (QLCHT), and the wider Grow Well Whaiora partnership.

Three years in, this report provides a progress update on the JHAP and shows the changes in various housing indicators over this time.

### Executive Summary

Work is underway on the JHAP actions. Key implementation highlights since 2023 include:

- **Accommodation Supplement:** In Budget 2025, the Government committed to updating the Accommodation Supplement Area Boundaries to reflect changes in residential and urban development and more accurately account for people's location and housing costs. This means that people currently living in Queenstown Lakes 'Area 4' locations being promoted to 'Area 1'<sup>1</sup> will be better off on average by approximately \$93 per week. Officers have also worked closely with MSD to ensure the updates to the urban areas reflect the key urban areas within Queenstown Lakes. These changes will be implemented from 1 April 2027. It is noted that settlement areas were outside the scope of this review. Officers will continue to advocate for updates to these areas, which MSD have advised are likely to take place at a later date.
- **Structure Plans:** QLDC completed Te Tapuae - Southern Corridor Structure Plan in 2025 which sets out a long-term framework to guide how the area will grow and develop, identifying where housing, business, and infrastructure should be located to create a well-connected and sustainable community. Most importantly it promotes housing choice and for the provision of affordable housing to be integrated throughout the area. Work has now begun on the Southern Wānaka and Te Kirikiri Frankton structure plans.
- **Intensification:** QLDC adopted the Urban Intensification Variation Independent Hearing Panel Report recommendations on 5 February 2026. This District Plan variation upzones

---

<sup>1</sup> This includes parts of Frankton, Jack's Point, Lake Hayes Estate, Quail Rise, Shotover Country, and Sunshine Bay-Fernhill.

areas around the district to allow for more houses of different types and enable people to live closer to local services and community facilities.

- **Advocating for Inclusionary housing:** As at June 2026, inclusionary housing has now provided QLCHT with over \$56 million worth of financial and land contributions from developers in the district, including three sections worth \$1.425 million since June 2025. QLDC continues to advocate for a statutory pathway for inclusionary zoning as part of regional deal.
- **GIS Map:** QLDC officers have created a GIS layer showing land parcels subject to a stakeholder deed, to be used by the Resource Consenting team to identify when community or affordable housing contributions are upcoming or due. This will better enable proactive deed enforcement and ensure all developers are contacted in appropriate timeframes.
- **QLCHT offerings:** QLCHT has continued to grow and now supports a total of 238 households, including 16 new Social/Public homes since June 2023. The Tewa Banks development, on land gifted by QLDC and funded in part through the Ministry of Housing and Urban Development, is well underway with 33 of 68 homes already built.

**Housing affordability:** Housing affordability remains a significant challenge in Queenstown Lakes and has generally worsened since the JHAP was adopted in 2023. The lower quartile of house prices in the district, an indicator of the price of more affordable homes, has increased from around \$800-850k in 2021 to \$1.05-1.15m in 2025.

**Housing supply alone is not enough:** Housing supply has increased significantly since 2023, with QLDC continuing to issue more building consents per capita than any other territorial authority. In the year to April 2026, QLDC issued 34 consents per 1,000 residents, compared with the New Zealand average of 7.3. This reinforces that increasing supply alone is not delivering affordable housing, and that additional tools, such as inclusionary housing, are needed to improve affordability outcomes.

**Demand for affordable housing remains high:** QLCHT now supports an additional 103 households since June 2023. However, over the same period, its waiting list of eligible households has increased from 980 to 1,592. This reflects both population growth and continued strong demand for affordable housing across the district.

## Implementation Update

Three years in, good progress has been made on the 34 JHAP actions. A status update for each action is provided in the table below.

Action	Status	Update
1A: Publish a bi-annual report on housing and workforce issues and affordability in Queenstown Lakes reporting to the Grow Well Whaiora Partnership.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Now part of business as usual (BAU), this report is the latest iteration.</li> </ul>
1B: Co-ordinate and consolidate all housing monitoring and reporting.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Housing monitoring and reporting has been coordinated and consolidated where possible, and includes:               <ul style="list-style-type: none"> <li>HUD Housing Dashboard for Queenstown Lakes</li> <li>Quarterly updates in the Grow Well Whaiora Spatial Plan Monitoring Report</li> <li>Bi-annual 'Housing Challenge' A3s</li> <li>Annual JHAP monitoring report.</li> </ul> </li> </ul>
1C: Establish the evidence and data around the Queenstown Lakes housing story, including unmet housing demands, short-term letting market, long-term rentals, unoccupied housing and vacant zoned land.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>As per actions 1A and 1B above, all traditionally available evidence and data sources are regularly monitored and reported on.</li> </ul>
1D: Government partners facilitate engagement regarding the Accommodation Supplement (AS).	In progress	<ul style="list-style-type: none"> <li>In Budget 2025, the Government committed to updating the Accommodation Supplement Area Boundaries to reflect changes in residential and urban development and more accurately account for people's location and housing costs. This means that people currently living in Queenstown Lakes 'Area 4' locations being promoted to 'Area 1'<sup>2</sup> will be better off on average by approximately \$93 per week. These changes will be implemented from 1 April 2027. It is noted that settlement areas were outside the scope of this review. Officers will continue to advocate for updates to these areas, which MSD have advised are likely to take place at a later date.</li> </ul>

<sup>2</sup> This includes parts of Frankton, Jack's Point, Lake Hayes Estate, Quail Rise, Shotover Country, and Sunshine Bay-Fernhill.

2A: Work collaboratively to investigate opportunities where the Kāinga Ora Land Programme could enable affordable housing choices in the Queenstown Lakes District.	Not progressing	<ul style="list-style-type: none"> <li>There has been a lot of work to progress opportunities in the district, however, this is no longer a focus area for Kāinga Ora.</li> </ul>
2B: Continue to work collaboratively with iwi and QLCHT to investigate opportunities to utilise vacant or underutilised Crown land, for example through the Land for Housing Programme in the Queenstown Lakes District.	Not progressing	<ul style="list-style-type: none"> <li>HUD has completed a stocktake of Crown land in the district which did not identify any opportunities for affordable housing.</li> </ul>
2C: Queenstown Lakes Community Housing Trust to purchase land to develop affordable housing when opportunities arise.	In progress	<ul style="list-style-type: none"> <li>QLCHT is working on an opportunity to develop Toru Central (Stage 2, 80 units) under a 50/50 joint venture with New Ground (the landowner).</li> </ul>
2D: Investigate setting up a joint venture company to purchase and develop land to deliver affordable housing.	In progress	<ul style="list-style-type: none"> <li>QLCHT is working with equity investors to bring external money into the district for the purposes of building more community housing.</li> <li>Partners will continue to monitor for any future opportunities.</li> </ul>
2E: Queenstown Lakes District Council to investigate opportunities to purchase, or utilise existing, land for affordable housing development by a registered Community Housing Provider.	In progress	<ul style="list-style-type: none"> <li>QLDC is considering housing opportunities alongside other strategic options for land including the Lynch Block.</li> <li>QLDC is in high level discussions with Abbeyfield Wānaka to investigate opportunities.</li> </ul>
3A: Investigate the use of all Urban Development Act powers to bring forward the delivery of affordable housing.	Not progressing	<ul style="list-style-type: none"> <li>No opportunities have been identified. Partners will continue to monitor for any future opportunities.</li> </ul>
3B: Partners to work collaboratively to identify, prioritise, and explore potential opportunities to enable provision of more housing choices.	In progress	<ul style="list-style-type: none"> <li>Ongoing research into potential levers to improve housing outcomes, e.g. inclusionary housing, rates, development contributions and developer agreements.</li> </ul>
3C: Investigate increasing public, transitional and emergency housing across the district.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>QLDC has connected with potential providers of public, transitional and emergency housing to investigate the barriers. There is no funding available to increase public, transitional or emergency housing in the district at this time.</li> <li>QLCHT has continued to increase its own Public Housing portfolio with 16 new Social/Public homes since June 2023. Central government has not</li> </ul>

		provided any funding for new Social/Public Housing spaces in the district since forming the government.
3D: Seek opportunity for collaboration and partnership with Kāi Tahu to address housing challenges for Māori and improve housing outcomes, including papakāinga housing.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Ongoing meetings with Kāi Tahu to identify opportunities as they arise.</li> </ul>
3E: Partners work collaboratively to understand the implications of different pieces of legislation and other levers have on the Queenstown Lakes housing market.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Ongoing meetings with partners to identify and monitor the impacts of new legislation.</li> </ul>
4A: Implement inclusionary housing plan change including negotiating new stakeholder deeds.	In progress	<ul style="list-style-type: none"> <li>The independent hearings panel found that to determine whether the proposed Inclusionary Housing Variation was the most effective option, more research and evidence was required on: <ul style="list-style-type: none"> <li><i>1. The options of providing funding through rates and development contributions;</i></li> <li><i>2. Providing more affordable housing through plan provisions (urban intensification) and partnering with other organisations (central government); and</i></li> <li><i>3. Directly addressing a primary cause of the affordable housing issue / lack of rental housing, being the increase of Residential Visitor Accommodation.</i></li> </ul> </li> <li>QLDC has withdrawn the Inclusionary Housing Variation and is undertaking further research.</li> <li>Inclusionary housing has now provided QLCHT with over \$56 million worth of financial and land contributions from developers in the district. QLDC continues to advocate for a statutory pathway for inclusionary zoning as part of regional deal.</li> <li>QLCHT has entered into four voluntary Heads of Agreements with private developers for inclusionary housing contributions and in active discussions with others.</li> </ul>
4B: Enforce existing Stakeholder Deeds.	In progress	<ul style="list-style-type: none"> <li>QLDC is actively monitoring, following up, and reporting on all stakeholder deeds. Detailed updates will be provided to the QLDC Smart Growth committee.</li> <li>QLDC has created a GIS layer showing land parcels subject to a stakeholder deed, to be used by the Resource Consenting team to identify when contributions are upcoming/due.</li> </ul>

		This will better enable proactive deed enforcement and ensure all developers are contacted in appropriate timeframes.
4C: Continue to apply for alternative funding mechanisms to ensure delivery of affordable housing (e.g. facilitate lending through the Local Government Funding Agency (LGFA)).	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Alternative funding options will be considered for future infrastructure investment.</li> <li>QLCHT has previously submitted on the QLDC LTP on using the LGFA to enabled lower cost loans for QLCHT, however QLDC debt constraints are a major barrier.</li> </ul>
4D: Include the Queenstown Lakes Community Housing Trust funding as a permanent budget line rather than as a grant.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>QLCHT funding is a permanent line in the QLDC Strategic Growth Housing budget.</li> </ul>
4E: Encourage broadening the work of QLCHT or other Community Housing Providers to grow their offering, including rental models to enable increased housing options for local whānau.	In progress	<ul style="list-style-type: none"> <li>QLCHT is collaborating with Mana Tāhuna to increase housing opportunities for iwi.</li> <li>QLCHT has engaged an independent economist to assess the <a href="#">Social Return on Investment</a> of the Secure Home programme (\$3.90 for every \$1 invested).</li> </ul>
5A: Investigate ways to incentivise developers to deliver affordable housing through financial and planning incentives, and the continued use of successful models.	In progress	<ul style="list-style-type: none"> <li>Ongoing research into potential levers to improve housing outcomes, e.g. rates, development contributions and developer agreements.</li> </ul>
5B: Improve partnerships between developers and QLDC, QLCHT or other Community Housing Providers, service delivery agencies, banks (to understand financial issues), and other key organisations.	In progress	<ul style="list-style-type: none"> <li>QLCHT is part of a steering committee with the objective of setting up an Abbeyfield house in Wānaka. Currently Abbeyfield is the only other registered Community Housing Provider (alongside QLCHT) delivering housing in the district.</li> <li>QLCHT has entered into four Heads of Agreements with private developers for inclusionary housing contributions.</li> <li>QLCHT has negotiated favourable commercial lending terms with three market banks, as well as accessing sustainability loans with favourable interest rates.</li> <li>QLCHT is currently working with a private developer with the goal of jointly building Toru Apartments Stage 2.</li> <li>QLCHT has met with CODC and offered support to establish community housing in the wider Central Otago region.</li> <li>QLCHT and Mana Tāhuna have jointly submitted to QLDCs Annual Plan for the undeveloped residential land at Robertson St, Frankton to be transferred to the organisations</li> </ul>

		to jointly develop a whanau hub and more community housing.
5C: Explore options to bring forward the development of vacant zoned land.	In progress	<ul style="list-style-type: none"> <li>Ongoing research into potential levers to improve housing outcomes, e.g. rates, development contributions and developer agreements.</li> </ul>
5D: Work with developers to facilitate and deliver different housing options, such as Build to Rent developments.	In progress	<ul style="list-style-type: none"> <li>QLDC has met with various developers including Simplicity to understand their challenges, provide local information and insights, and connect them with local landowners.</li> </ul>
5E: Facilitate and encourage innovative design / build methodologies to reduce the cost of building high density (4+ level) housing.	Not progressing	<ul style="list-style-type: none"> <li>QLDC met with the Kāinga Ora Housing Delivery System team to understand how lessons learnt from a systemised approach to social housing delivery could be applied to enable the delivery of quality affordable homes in the Queenstown Lakes District. No opportunities have been identified.</li> </ul>
6A: Engage community, businesses and employers in finding workforce and housing solutions. Including for example, connecting with Chambers of Commerce or 'Adopt a worker' schemes. Education on the impacts of short-term letting.	In progress	<ul style="list-style-type: none"> <li>Delivered a QLDC Council Workshop on the impacts of short-term letting.</li> <li>Delivered a short-term letting communications campaign and website update.</li> <li>Delivered the Manaaki communications campaign and website update.</li> <li>Ongoing work with Chambers of Commerce to understand local business perspectives, including through their quarterly business surveys.</li> <li>Commissioned a study into the impacts of short-term letting on the long-term rental market.</li> </ul>
6B: Partners to undertake research to investigate solutions that have worked within and outside of New Zealand and identify how they could be replicated in the Queenstown Lakes District.	In progress	<ul style="list-style-type: none"> <li>Ongoing research into potential levers to improve housing outcomes, e.g. rates, development contributions and developer agreements.</li> </ul>
6C: Facilitate a community group focused on local community solutions to housing.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Two community hui were held in Queenstown and Wānaka to connect and discuss local community solutions.</li> </ul>
6D: Education on the benefits of long-term rentals, i.e., seasonal worker accommodation in empty homes.	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>Delivered the winter Manaaki communications campaigns to encourage local residents to rent to seasonal workers.</li> </ul>

6E: Further investigate the obstacles for landlords to rent out property as long-term accommodation and the establishment of tiny homes.	In progress	<ul style="list-style-type: none"> <li>The 2023 and 2024 QLDC Quality of Life Survey included questions on obstacles for landlords and short-term letting use.</li> <li>Ongoing research to understand and reduce barriers for Tiny Home owners and residents.</li> </ul>
7A: Investigate how affordable homes can be delivered more efficiently and at a lower cost than currently occurs (e.g., offsite manufacturing).	Complete/ Implemented to BAU	<ul style="list-style-type: none"> <li>QLCHT continues ongoing work in this space, constantly reviewing off-site manufacturing opportunities.</li> </ul>
7B: Investigate the potential of the Infrastructure Funding and Financing Act to bring forward investment in infrastructure (including social infrastructure).	In progress	<ul style="list-style-type: none"> <li>Consideration is being given to IFFA tools, in particular for the priority development areas including Te Pūtahi Ladies Mile.</li> </ul>
8A: Review the District Plan and implement NPS-UD Policy 5, including consideration of applying the Medium Density Residential Standards to enable more competitive land markets.	In progress	<ul style="list-style-type: none"> <li>QLDC adopted the Urban Intensification Variation Independent Hearing Panel Report recommendations on 5 February 2026. 19 appeals were subsequently received along with 28 s274 notices. All provisions under appeal will need to continue to be weighted until the appeals are resolved. All UIV provisions that are not subject to appeals are now treated as operative.</li> </ul>
8B: Develop a Future Development Strategy (FDS) in partnership with the ORC and Grow Well Whaiora partners that builds on the work undertaken in the Spatial Plan.	Not progressing	<ul style="list-style-type: none"> <li>The Spatial Plan work programme has been superseded by the requirement to complete a Regional Spatial Plan.</li> </ul>
9A: Streamline the planning process that enables the delivery of housing to give effect to priority initiative 3 of the Spatial Plan (Structure plans for priority development areas).	In progress	<ul style="list-style-type: none"> <li>Completed Te Tapuae - Southern Corridor Structure Plan in 2025. Work has now begun on the Southern Wānaka and Te Kirikiri Frankton structure plans.</li> </ul>

## Measuring Housing Outcomes: Indicators<sup>3</sup> for Queenstown Lakes

The following indicators show the unique characteristics of the housing market in Queenstown Lakes. Since 2023, while housing supply has been increasing at pace, housing affordability has not improved. This is in stark contrast to the rest of New Zealand, where house prices and rents have been stagnant or decreasing over the last few years.

These trends point to a clear need to review the JHAP measures as part of the refresh. The review should consider whether the current measures are still the best way to track progress, identify gaps, and show whether actions are improving housing affordability. Over the past few years, Council has taken a range of actions to support housing supply and choice, including:

- preparing structure plans for new growth areas (Te Putahi, Te Tapuae, and Te Kirikiri Frankton and Central and Southern Wanaka are underway;
- intensifying urban areas across the district, resulting an increased capacity of approximately 27,000 dwellings;
- using new legislation to streamline the Te Pūtahi Ladies Mile Plan Change;
- continuing to issue the highest number of building consents per 1,000 residents in New Zealand; and
- releasing significant infrastructure capacity across a range of locations across the district.

Despite this progress, these actions have not yet translated into improved housing affordability. This demonstrates the strength of housing demand in the district and reinforces that increasing housing supply alone will not solve the affordability challenge. Additional tools, such as inclusionary zoning, remain essential to ensuring affordable homes are available in perpetuity for the community.

### Housing Affordability

Housing affordability remains a key issue in Queenstown Lakes, and overall has worsened since the JHAP was adopted in 2023. The median mortgage payment as a proportion of median income has improved between 2023 to 2026, decreasing in part because interest rates have decreased over this period. However, it is still very high at 77.5%, higher than the national level (39.9%) and higher than 30% which is the level commonly viewed as affordable internationally. All three other measures of housing affordability have worsened as house prices and rents increase faster than incomes.

The lower quartile of house prices in the district, an indicator of the price of more affordable homes, has increased from around \$800-850k in 2021 to \$1.05-1.15m in 2025.

Measure	Baseline	Latest figures	Change
Median property price to median household income in QLD (Infometrics)	13.0 (Mar 2023)	13.1 (Mar 2026)	-0.1
Median mortgage payment proportion of median income (Infometrics)	88.3% (QLD) vs 51.2% (NZ) (Mar 2023)	77.5% (QLD) vs 39.9% (NZ) (Mar 2026)	-10.8 percentage points

<sup>3</sup> Some indicators have been edited for clarity and practicality. A description of the indicators and data used is provided in Appendix One

Average rent to average household income in QLD (Infometrics)	22.6% (Mar 2023)	25.4% (Mar 2026)	+2.8 percentage points
The proportion of houses in the 'lower value' band <sup>4</sup> (QLDC HCA)	15% of dwellings under \$700k in 2020	10% of dwellings under \$750k in 2025	- 5 percentage points

### Housing Availability and Options

Housing supply is rapidly increasing in the district. QLDC continues to issue more building consents per capita than any other territorial authority (34 per 1000 residents in the year to April 2026, compared to the New Zealand average of 7.3). It is only surpassed in total numbers by Auckland and Christchurch. Between June-23 and June-25, 2763 additional dwelling units were consented in the district.

Housing options are growing, with an increasing proportion of apartments, townhouses, flats, units, and other dwellings to sit alongside traditional stand-alone homes. Rental supply is also increasing, with the number of bonds lodged increasing by around 43% over the past three years.

However, demand for housing has also risen over this time. Statistics New Zealand estimate the resident population for the district has increased from 51500 in June-23 to 53800 in June-25, an extra 2300 people, not including the significant visitor population in the district. While the QLCHT now supports an additional 103 households since June 2023, its waiting list of eligible households has risen from 980 to 1592 from Jun-23 to Jun-26. This significant increase reflects the increasing population and pressure on the rental market.

Measure	Baseline	Latest figures	Change
Increased housing numbers and options from QLCHT: number of current QLCHT homes by number of bedrooms (QLCHT)	1 bd: 17 2 bd: 42 3 bd: 67 4+bd: 9 Total: 135 (June 2023)	1 bd: 33 2 bd: 81 3 bd: 104 4+bd: 20 Total: 238 (June 2026)	1 bd: +16 2 bd: +39 3 bd: +37 4+bd: +11 Total: +103
Number of houses* with 1, 2, 3, 4+ bedrooms (StatsNZ)  *occupied private dwellings	1 bd: 1443 2 bd: 2595 3 bd: 6561 4+bd: 5943 Total: 16542 (2023)	2023 latest data available	N/A
Apartments, Townhouses, flats, units, and other dwellings as % of new residential building consents, annual average (StatsNZ)	45% (year to Mar 2023)	60% (year to Mar 2026)	+15 percentage points
Number of bonds lodged in the last 12 months (MBIE)	1920 (year to Mar 2023)	2742 (year to Mar 2026)	+ 822 (43% increase)

<sup>4</sup> The 'lower value' band is set based on data available in the HBCA, with an increasing threshold over time to account for inflation.

### Housing Stability and Security

In the 2025 Quality of Life survey, 18% of respondents were required to move house, which can be challenging in an unaffordable and competitive housing market. This level is unchanged from 2023.

Measure	Baseline	Latest figures	Change
Percentage of residents who were required to move house in the last 12 months (QoL survey – QLDC)	18% 2023	18% 2025	No change

### Housing near Commercial and Community Services

The measure below shows that more new homes are being built near areas zoned as Town Centres, supermarkets, schools, libraries, bus stops, and petrol stations. New homes within these walkable catchments enable active transport to these services, decreasing car dependency and traffic congestion.

Measure	Baseline	Latest figures	Change
Number of new houses within 400 and 800m of commercial activities and community services (e.g. public transport) (QLDC)	Within 400m: 487 Within 800m: 701 (year to Jun 2023)	Within 400m: 583 Within 800m: 824 (year to Jun 2026 <sup>5</sup> )	+ 96 +123

### Impact on Businesses and Quality of Life

Housing affordability continues to affect local businesses and the wider economy, although growth has been strong despite this challenge. Between 2023 and 2026, the growth in the number of businesses increased, with 5.8% growth in the number of businesses in 2026, compared to 4.6% growth in 2023.

While Chamber of Commerce survey questions have changed over time and are not directly comparable, they consistently show that staff housing remains an important consideration for local businesses. In the March 2024 Queenstown Chamber of Commerce Business Confidence Survey, 17% responding businesses reported providing staff accommodation directly, either by making a property available for staff or by taking on a head lease that employees can use. By February 2026, this had increased to 24% of businesses providing staff housing.

Overall Quality of Life has increased between 2023 and 2025. Housing is a critical aspect of wellbeing in the district, along with many other factors.

Measure	Baseline	Latest figures	Change
Growth in number of businesses located within the district in the last 12 months (Infometrics)	4.6% increase (2023)	5.8% increase (2026)	+1.2 percentage points

---

<sup>5</sup> Year to Jun 2026 only includes data to 8 June 2026 due to timing of the report

Percentage of businesses citing housing as a challenge to recruiting and retaining staff (Surveys undertaken by the Chamber of Commerce)	19% cite lack of staff housing as the most limiting factor for growth (2023 Q4)	24% of businesses reported providing staff housing (Q1 2026)	Not comparable
Overall quality of life (QoL survey – QLDC)	72% (2023)	74% (2025)	+2 percentage points

## Appendix One: Housing Indicators – Notes for selected indicators

Measure	Description/Notes
Median property price to median household income in QLD (Infometrics)	Sourced from HUD Housing Dashboard. Data for the median-median ratio is generated through a HUD modelled median disposable income using both Stats NZ data (including tax data, household surveys and Census data) and the District Valuation Roll provided through CoreLogic.
Mortgage proportion of income in QLD (Infometrics)	Sourced from Infometrics Regional Economic Profile. The proportion of average household income that would be needed to service a 20-year mortgage on the average house value, with a 20% deposit at average 2-year fixed interest rates. Note that this is not the average proportion of income actually spent on mortgages by households in the district. <b>Average Household Income</b> is calculated using StatsNZ Administrative Population Census data to indicate each territorial authority's share of regional income.
Average rent to average household income in QLD (Infometrics)	Sourced from Infometrics Regional Economic Profile. Annual rents sourced from MBIE, <b>Average Household Income</b> calculated as above.
Apartments, Townhouses, flats, units, and other dwellings as % of new residential building consents, annual average (StatsNZ)	Calculated using building consents by territorial authority annual figures. Sum of 'new townhouses, flats, units, and other dwellings' and 'new apartments' divided by the total 'new dwelling units'.
Number of property transfers (StatsNZ)	This measure has been discontinued by StatsNZ and an appropriate alternative has not been found.
Number of new houses within 400 and 800m of commercial activities and community services (e.g. public transport) (QLDC)	New houses: Building Consents with a category of 'New detached or relocated dwelling', 'Group dwelling', or 'Multi-unit dwelling', and with a CCC issued date between 1 July and 30 June, inclusive.  Commercial activities and community services: <ul style="list-style-type: none"> <li>• Areas zoned Local Shopping Centre, Queenstown Town Centre, Wānaka Town Centre, and Arrowtown Town Centre in the PDP</li> <li>• Supermarkets (per the LINZ NZ Building Outlines dataset)</li> <li>• Schools (per the NZ Schools Directory published by Eagle Technology using data from the MoE)</li> <li>• Bus stops from RAMM (excluding school bus stops)</li> <li>• Libraries</li> <li>• Petrol Stations</li> <li>• Northlake 'OnTheSpot' and Kawarau Night 'n' Day</li> </ul>

<p>Growth in the number of businesses located within the district in the last 12 months (Infometrics)</p>	<p>This data is from Business Count Indicators from Statistics New Zealand. It is a series based on a monthly count of geographic units as at the end of each month, mostly sourced from administrative data. Geographic units represent a business location engaged in one, or predominantly one, kind of economic activity at a single physical site or base (e.g. a factory, a farm, a shop, an office, etc).</p> <p>The business counts data is different from the annually published Business Demography Statistics.</p> <p>This series is limited to economically significant enterprises. It can be an individual, private-sector and public-sector enterprises that are engaged in the production of goods and services in New Zealand. These enterprises are maintained on the Statistics NZ Business Register, which generally includes all employing units and those enterprises with GST turnover greater than \$30,000 per year.</p>
---	---

## **Relationship Framework Agreement**

governing how the parties will work together to deliver affordable housing

**Queenstown Lakes District Council**

**Queenstown Lakes Community Housing Trust**

---

---

**MEREDITH  
CONNELL**  
—  
THE LAW FIRM.

PO Box 90750, Victoria Street West,  
Auckland 1142, New Zealand  
DX CP24063  
T: +64 9 336 7500  
[www.mc.co.nz](http://www.mc.co.nz)

---

Agreement dated

202~~652~~

## Parties

Queenstown Lakes District Council- (QLDC)

Queenstown Lakes Community Housing Trust -(QLCHT)

## Introduction

- A QLCHT was originally established in 2007 to advance the community's goals for the provision of affordable housing in the Queenstown Lakes District. Those goals were expressed through the development of the HOPE (Housing Our People In Our Environment) Strategy adopted by ~~the Council~~QLDC.
- B QLDC and QLCHT ~~previously~~ entered into ~~a~~ memoranda of understandings~~g~~ relating to affordable housing objectives in the District. In ~~that that those~~ document~~s~~, the parties recognised each other as partners in addressing housing issues in the Queenstown Lakes District, documented areas where QLDC would support QLCHT, and clarified the respective roles of QLDC and QLCHT.
- ~~C On 29 October 2015 QLDC and QLCHT signed the most recent memorandum of understanding. In that document the parties recognised each other as partners in addressing housing issues in the Queenstown Lakes District, documented areas where QLDC would support QLCHT, and clarified the respective roles of QLDC and QLCHT.~~
- ~~D~~ In October 2017 the Mayoral Housing Affordability Taskforce reported to QLDC, proposing various strategies to improve housing affordability in the Queenstown Lakes District. The strategies were adopted by QLDC and included:
- a. setting a target to deliver 1000 affordable homes with secure tenure by ~~2028~~ 2038<sup>1</sup> across specific programmes in the assisted rental and assisted ownership areas;
  - b. building a range of community affordable market offerings including an affordable ownership programme with QLCHT delivering secure tenure housing using leasehold land;
  - c. recognising the importance of developing solutions for the long-term by building a community asset that delivers quality, affordable housing in perpetuity to achieve a stable, well-balanced community; and
  - d. investing in scaling up QLCHT, with QLDC confirming QLCHT as its preferred partner for receiving any Contributions, and as the primary delivery

---

<sup>1</sup> QLCHT updated the timeframe to 2038 in 2022.

organisation for affordability product offerings to the residents of the Queenstown Lakes District.

**ED** QLDC and QLCHT wish to work together to devise and implement these and other strategies to improve affordable home offerings in the Queenstown Lakes District. It is intended that this Agreement will facilitate the development of a long-term relationship between the parties to enable the achievement of housing affordability objectives.

**FE** To do that, this Agreement replaces all previous memoranda of understandings ~~and previous Relationship Framework Agreements. It and~~ sets out a framework that will govern the parties' relationship, their respective roles and responsibilities, and the manner in which they will work together to enable delivery by QLCHT of affordable housing generally.

**GF** It is intended that separate written protocols will be entered into from time to time that will form part of this Agreement and which will address the roles, rights, and responsibilities of the parties in relation to specific affordable home offerings.

**HG** QLDC and QLCHT have performed a periodic review on or around 29 March 202~~4~~<sup>5</sup> pursuant to clause 7.2 of ~~this the~~ Agreement. As a result of that review, ~~amendments have been made to this Agreement,~~ Schedule 1 (Secure Home Programme Protocol) and Schedule 2 (Rental Programme Protocol) ~~have been updated in this version of the Agreement.~~

## Agreement

### 1 Interpretation

1.1 In this agreement, unless the context requires otherwise:

**Affordable Housing Records** mean all information relating to the establishment and on-going provision and management of affordable housing offerings by QLCHT including, but not limited to, information prescribed by protocols agreed between the parties from time to time;

**Agreement** means this agreement;

**Contribution** means a gift or transfer of land (including by way of long-term lease) and/or funding, obtained from a range of sources, from QLDC to QLCHT (including where the land or funding is provided to QLCHT directly by a third party but the transfer results from a Council-imposed requirement on that third party);

**QLCHT** includes its successors, administrators, wholly owned subsidiaries and permitted assigns;

**QLDC** includes its successors and permitted assigns;

**Regulatory Function** means QLDC's mandatory statutory role as a local authority, including as a consent authority, separate to its role as a party to this Agreement; and

**Trust Deed** means the Queenstown Lakes Community Housing Trust deed dated ~~4 April 2015~~ 15 January 2007 (and subsequent variation updates) between the settlor and the trustees named in the Trust Deed.

## 2 Partnering concept

---

- 2.1 The parties will work together with openness, promptness, consistency and fairness in all dealings and communications.
- 2.2 Notwithstanding clause 2.1, nothing in this Agreement shall be construed to constitute a partnership or joint venture between the parties or the relationship of principal and agent.
- 2.3 For the avoidance of doubt, QLCHT is an independent entity, established by the Trust Deed. The Trust Deed governs its operation.

## 3 Operation of QLCHT and appointment of trustees

---

- 3.1 The primary objects and purposes of QLCHT are recorded in clause 3 of the Trust Deed and include the relief of housing poverty by the provision of social and affordable housing in the Queenstown Lakes District. QLCHT agrees that the objects and purpose of QLCHT will not be materially varied without QLDC's written consent.

3.2 Under clause 6.1 of the Trust Deed, the trustees of the QLCHT will always include one trustee appointed by QLDC. QLCHT agrees that it will not materially vary the Trust Deed to reduce the number of trustees appointed by QLDC or increase the maximum number of trustees on QLCHT's board without QLDC's written consent.

~~3.3~~ Clause 20.2 of the Trust Deed provides that, should QLCHT be dissolved or wound up, any moneys or trust property remaining after settlement shall be distributed back to QLDC. QLCHT agrees that it will not vary or remove this clause of the Trust Deed without QLDC's written consent. The Trust Deed states that on any dissolution or winding up of QLCHT, any remaining portion of the Trust Fund, or the net proceeds arising from the sale of the assets of the Trust must be applied, after payment of all liabilities, towards such charitable purposes in New Zealand as may be determined by the Board, or in default of its determination, as may be decided on application to a judge of the High Court of New Zealand.

3.4 Prior to any such transfer, QLCHT must:

- (a) consult in good faith with QLDC; and
- (b) have regard to QLDC's views as to the identity of the recipient charitable trust or trusts.

~~3.23.5~~ No transfer of surplus assets may be made unless the proposed recipient/s charitable trust or trusts are approved in writing by QLDC (such approval not to be unreasonably withheld), with QLDC's approval to be based on take account of whether the recipient trust's purposes substantively align with the community housing objectives of QLCHT and QLDC's strategic housing outcomes.

~~3.33.6~~ QLCHT's selection panel for the appointment of any new Chair of QLCHT shall include at least one elected member Councillor.

~~3.43.7~~ Two representatives of QLDC will be entitled to attend meetings of the Board of the QLCHT (not including Trustee-only time), and for that purpose will be provided with notice of any scheduled meetings and the relevant Board papers for consideration prior to meetings, as well as any minutes taken at meetings. QLDC representatives do not have rights to participate in any vote of the Trustees of QLCHT.

~~3.8~~ QLCHT will carry out its activities in accordance with accepted principles of good governance for similar community organisations.

~~3.53.9~~ QLCHT will ensure that any wholly owned subsidiary is aware of and complies with this Agreement.

~~3.63.10~~ Without limiting clause ~~3.73-4~~, QLCHT will maintain its status as a registered Community Housing Provider and meet the performance standards and guidelines prescribed from time to time by the Community Housing Regulatory Authority or any successor organisation.

~~3.7~~ QLCHT will amend clause 20.2 of the Trust Deed to provide that, unless agreed otherwise at the time, on the winding up or other liquidation of the QLCHT any land owned by QLCHT which was provided by QLDC under this Agreement and/or a written protocol shall be distributed back to QLDC. The proposed change of wording shall be devised by the Trust and approved by QLDC.

~~3.83.11~~ QLDC will continue to provide the following support services to QLCHT, on the same terms as exist at the date of this Agreement or as otherwise agreed between the parties:

- (a) IT services, in that QLDC hosts, as agent or for the sole purpose of safe custody, on its server QLCHT's information;
- (b) Administrative services;
- (c) Provision of an annual operating grant.

~~3.93.12~~ The parties will, over time, work together to reduce the support services that QLDC provides to QLCHT.

~~3.103.13~~ QLDC support may, from time to time, be necessary to support ~~the Trust~~QLCHT's activities, including by way of written assurances or security in the form of guarantees of QLCHT's performance of obligations it incurs to third parties. QLDC may continue to provide performance guarantees on terms and conditions agreed in relation to any request by QLCHT that QLDC do so.

~~3.113.14~~ QLCHT may request QLDC support as provided for in clause ~~3.133-1393-10~~ by providing to QLDC a proposal showing:

- (a) Why the support will advance QLCHT's aims;
- (b) The potential exposure, financial and/or reputational, to ~~the Council~~QLDC;
- (c) What steps have been or will be taken to mitigate risks to QLDC;
- (d) How QLCHT will indemnify QLDC;
- (e) When and how the need for support will be ended, or the performance guarantee lifted.

[3.123.15](#) QLCHT acknowledges that consideration by QLDC of a request for support may require consideration and ratification by the Governing Body of ~~the Council~~QLDC.

## **4 Reporting and audit requirements**

---

4.1 QLCHT will:

- (a) keep, store and maintain Affordable Housing Records in accordance with proper business/accounting practice and all applicable laws;
- (b) make sure the Affordable Housing Records clearly identify specific criteria and/or information prescribed by agreed protocols; and
- (c) report to QLDC in accordance with requirements and milestones agreed between the parties in respect of any affordable home offering.

4.2 Subject to applicable laws relating to privacy and protection of information, QLCHT will provide copies of Affordable Housing Records to QLDC as QLDC reasonably requires in order to assess progress of any affordable home offering. This may include, without limitation, Affordable Housing Records relating to progress on the parties' mutual objectives as set out in the Introduction. All information provided by QLCHT must be delivered within a reasonable time of the request.

4.3 QLCHT will co-operate with QLDC to provide information immediately if the information is required by QLDC to comply with its statutory reporting obligations.

## **5 Development of Affordable Home Offerings**

---

5.1 QLCHT provides affordable home offerings within the Queenstown Lakes district through a range of mechanisms and ownership models. The parties will work together to develop a range of affordable home offerings in accordance with this Agreement.

5.2 QLDC proposes from time to time to make Contributions to be used by QLCHT in the provision of affordable housing offerings.

5.3 The parties will enter into written protocols to this Agreement recording the terms of any affordable home offerings developed by the parties for which it is anticipated that Contributions may be used.

5.4 The agreed protocol for an initial affordable home offering, the Secure Home Offering, is as set out at Schedule One.

5.5 Any future written protocol shall:

- (a) state the basis and operation of the affordable housing offering;
- (b) once agreed, be executed by the parties and attached to this Agreement; and
- (c) will be subject to the general provisions of this Agreement.

## 6 Limitations on Use of Contributions

---

- 6.1 Whenever QLDC proposes to provide a Contribution, the parties shall discuss the proposed use of the land and/or funding and record any agreement about its use in ~~the an~~ agreement or other documentation used to record the Contribution.
- 6.2 Any Contribution ~~must~~ be used exclusively by QLCHT for the purposes for which the land and/or funding is provided.
- 6.3 ~~QLDC expects that land provided by QLDC a~~Any Contribution to QLCHT ~~will~~must be used ~~by QLCHT~~ for the affordable home offering under the relevant written protocol and ~~any Contribution that is a transfer of land~~ will be retained by QLCHT notwithstanding any changes in relationship between QLCHT and QLDC or any internal or external restructuring or other changes to either QLCHT or QLDC. QLCHT may not sell, transfer or otherwise alienate such land without the written consent of QLDC.
- 6.4 All land acquired by QLCHT either by way of Contribution from QLDC ~~or~~ developed using funding procured or provided by QLDC ~~will~~, at QLDC's election, be subject to an encumbrance ~~or covenant~~ in favour of QLDC on terms to be agreed in an applicable protocol.
- 6.5 Without limiting clause 4.2, QLCHT will provide copies of any Affordable Housing Records relating to the provision and use of land and/or funding described in clause 6.1, as QLDC reasonably requires.

## 7 Termination

---

- 7.1 The parties intend the relationship governed by this Agreement to be a long-term relationship, given the nature of the affordable housing issue that they intend to work together to improve.
- 7.2 The parties shall conduct periodic reviews of the operation of the Agreement and written protocols from time to time on an agreed, reasonable timeframe, in order to ensure that the Agreement remains fit for purpose having regard to its objectives and the objectives of the parties. The first review shall take place within three years of execution of the Agreement, ~~and every three years thereafter~~.
- 7.3 Either party may serve notice that it wishes to terminate this Agreement, but this Agreement may only be terminated by agreement and on terms agreed by the parties which ensure to ~~the Council~~QLDC's satisfaction that any property transferred to ~~the Trust~~QLCHT under the Agreement will continue to be used for the purpose for which it was transferred. To reach agreement the parties shall hold good faith discussions for a period of three months from the date of the notice of proposed termination. Should the parties fail to agree on such terms within that time, the Dispute Resolution process in clause 8.2 will apply.

## 8 Dispute Resolution

---

- 8.1 Should any dispute arise under this Agreement, whether concerning the construction or performance of this Agreement, or the rights and liabilities of the parties, the parties shall use their best endeavours to resolve the dispute within three calendar weeks through good faith discussions.

- 8.2 If the parties fail to resolve the dispute through good faith discussions, the dispute shall be referred to a mediator acceptable to both parties on terms acceptable to both parties.
- 8.3 In the event of the dispute or difference not being resolved by mediation within three months, then it shall be determined by a single arbitrator. That arbitrator shall be agreed between the parties, or failing agreement shall be appointed by the President for the time being of the Otago branch of the New Zealand Law Society. The arbitration shall be conducted in accordance with the Arbitration Act 1996.

## 9 General

---

- 9.1 On execution of this Agreement, all previous memoranda of understanding are terminated.
- 9.2 Both QLDC and QLCHT may from time to time be seen as individually or collectively the appropriate body to speak on community housing matters. Both parties therefore agree to communicate with the other in advance of any significant issue related to community housing. Wherever reasonably possible, a joint view on the matter in question will be a goal, but failing agreement, both parties will strive not to publicly criticise or undermine the position of the other party. Any challenges, problems, or criticisms of community housing may be directed to either QLDC or QLCHT. Each party's obligation is that all matters of complaint or issues that have the potential to reflect on policies or the wider community are to be alerted to the other party at the earliest possible time when they arise.
- 9.3 While it is the intention of each organisation to observe the confidentiality of information that may be shared in the normal course of the relationship, QLCHT recognises that QLDC is a statutory body and may have obligations to disclose information to other parties and to the wider public if requested.
- 9.4 If either party is required by law to disclose any information which has been obtained by them through undertaking the services they shall immediately notify the other party by telephone and in writing.
- 9.5 Both parties to this Agreement shall at all times act in accordance with the Privacy Act 1993, or any relevant codes of practice.
- 9.6 QLCHT acknowledges that QLDC is obliged to and shall act in accordance with its Regulatory Function. QLCHT shall have no right or claim against QLDC in its capacity as a party to this Agreement as a result of any lawful action or decision made by QLDC in the performance of its Regulatory Function.

## Execution

**Signed by and on behalf of Queenstown  
Lakes District Council**

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Queenstown Lakes District Council

**Signed by and on behalf of Queenstown  
Lakes Community Housing Trust**

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Queenstown Lakes Community Housing Trust

## Schedule 1 – Secure Home Programme Protocol

- 1 Where ~~the Council and the TrustQLCHT agree determines that~~ a Contribution ~~to be provided by the CouncilQLDC to the TrustQLCHT~~ is to be used by ~~the TrustQLCHT~~ for the Secure Home Programme, this Protocol ~~will governs~~ the form of the transactions to be entered into.
- 2 The transactions set out in this Protocol may be subject to amendment from time to time to enable ~~the TrustQLCHT~~ to continue adapting to circumstances and conditions but subject to agreement by ~~the CouncilQLDC~~.

### Registered Encumbrance

- 3 If the Contribution consists of land, or land and dwelling(s), the ~~Contribution shall~~ ~~shall, at QLDC's election, may~~ be subject to an encumbrance ~~or covenant~~ in favour of ~~the CouncilQLDC~~, containing Council's rights to resume ownership of the land and dwellings(s) in the event of ~~insolvency of~~
  - (a) ~~QLCHT being wound up, dissolved, liquidated or otherwise disbanded;- or~~
  - 3(b) ~~land ceasing to be used for affordable housing purposes (to be defined in the encumbrance). the TrustQLCHT.~~
- 4 ~~The CouncilQLDC's encumbrance/covenant~~ shall be first ranking over any other security provided if ~~the TrustQLCHT~~ needs to use the ~~land~~ as security for finance purposes then Council agrees to work with ~~the TrustQLCHT~~ to facilitate the same so as to protect the interests of ~~the CouncilQLDC~~ and the institutional funder.

### Registered Covenant

- 5 Where QLDC agree a covenant may be used in place of an encumbrance, it must ~~contain requirements in favour of QLDC to secure its ability to resume ownership in the event of:~~
  - (a) ~~QLCHT being wound up dissolved, liquidated or otherwise disbanded;~~
  - (b) ~~land ceasing to be used for affordable housing purposes (to be defined in the covenant); or~~
  - (c) ~~a financier exercising its power of sale, in which case QLDC has first right of refusal.~~

### Secure Home Agreement/Registered Lease

- 6 ~~The TrustQLCHT~~ will enter into an agreement with the intended occupant(s) of the land/home on the following terms (list is not exhaustive):
  - a. The occupant(s) have a right of exclusive possession of the land/home for 100 years or they have a leasehold title;
  - b. ~~The TrustQLCHT~~ has rights of inspection etc consistent with its interest in the reversion of the leasehold interest granted;

Formatted

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 1.25 cm, No bullets or numbering

- c. The occupant(s) pay an upfront payment and periodic rent at around 1.5% of the land market valuation to ~~the TrustQLCHT~~ with subsequent rent reviews indexed to CPI (All Indices) but capped at 2.0%;
  - d. On any event triggering transfer of the land/home back to ~~the TrustQLCHT~~, ~~the TrustQLCHT~~ must implement the transfer and pay a reversion price.
- 7 On acquiring the reversion ~~the TrustQLCHT~~ will enter into a new agreement with new occupant(s) ~~as per the process in the Secure Home Agreement(s), with the occupant(s) paying an upfront payment no more than the reversion price. The periodic rent may be reset to around 1.5% of the current market value and will be subject to subsequent rent reviews indexed to CPI but capped at 2.0%.~~
- 8 On acquiring the reversion, ~~the TrustQLCHT~~ may only use the land/home for any other affordable home offering if the basis of that offering has been documented as a protocol attached to this Agreement.

#### **Mortgagee Deed**

- 9 ~~The TrustQLCHT~~ will enter into a Deed with any mortgagee of the occupant(s) for the upfront payment ensuring:
- a. The mortgagee will notify ~~the TrustQLCHT~~ of any circumstances that ~~mean may~~ lead to an event triggering transfer of the land back to ~~the TrustQLCHT~~;
  - b. The mortgagee will notify ~~the TrustQLCHT~~ if it issues any Property Law Act notice to the occupant(s).

## Schedule 2 – Rental Programmes Protocol

~~1 Where QLDC and determines a Contribution is to be used by QLCHT for a Rental Programme, this Protocol governs the form of the transactions to be entered into.~~

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

~~4 For contributions provided by the Council QLDC to the Trust QLCHT for rentals, this Protocol will govern the form of transactions to be entered into.~~

~~52 The transactions set out in this Protocol may be subject to amendment from time to time to enable the Trust QLCHT to continue adapting to circumstances and conditions but subject to written agreement by the Council QLDC.~~

### Registered Encumbrance

~~3 If the Contribution consists of land, or land and dwelling(s), the Contribution shall, at QLDC's election, may be subject to an encumbrance or covenant in favour of the Council QLDC, containing Council's rights to resume ownership of the land and dwellings(s) in the event of insolvency of~~

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

~~(a) QLCHT being wound up, dissolved, liquidated or otherwise disbanded; or~~

**Formatted:** Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25 cm + Tab after: 2.5 cm + Indent at: 2.5 cm

~~(b) land ceasing to be used for affordable housing purposes (to be defined in the encumbrance). the Trust QLCHT.~~

~~4 The Council QLDC's encumbrance/covenant shall be first ranking over any other security provided if the Trust QLCHT needs to use the land as security for finance purposes then Council agrees to work with the Trust QLCHT to facilitate the same so as to protect the interests of the Council QLDC and the institutional funder.~~

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

### Registered Covenant

~~5 Where QLDC agree a covenant may be used in place of an encumbrance, it must contain requirements in favour of QLDC to secure its ability to resume ownership in the event of:~~

**Formatted:** Font: Bold

**Formatted:** Font: Bold

**Formatted:** Indent: Left: 1.25 cm, No bullets or numbering

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

~~(a) QLCHT being wound up dissolved, liquidated or otherwise disbanded;~~

**Formatted:** Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25 cm + Tab after: 2.5 cm + Indent at: 2.5 cm

~~(b) land ceasing to be used for affordable housing purposes (to be defined in the covenant); or~~

~~(c) a financier exercising its power of sale, in which case QLDC has first right of refusal.~~

~~7 between QLDC, QLCHT and the financier or other party with an interest in the land~~

**Formatted:** Indent: Left: 1.25 cm, No bullets or numbering

### Rental Terms

~~86 The Trust QLCHT will enter into an agreement with the intended occupant(s) of the land/dwelling on the following terms (list is not exhaustive):~~

**Formatted:** Font: Bold

**Formatted:** Normal, Indent: Left: 1.25 cm, Space Before: 12 pt

~~(a) The occupant(s) can live at the Property in accordance with a separate Residential Tenancy Agreement, and under the parameters set out in the scheduled policy for their particular rental programme, and QLCHT agrees not to terminate the lease in the first 5 years;~~

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

**Formatted:** Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25 cm + Tab after: 2.5 cm + Indent at: 2.5 cm

- (b) The rent will be set at a fair market rate and an income based subsidy may be applied, discounting the rent to allow households to achieve savings and/or debt reduction goals;
- (c) ~~The Trust~~QLCHT and the household will review their financial situation and goals regularly.

**Qualifying Households**

97 \_\_\_\_\_ Households which qualify for an income related rent subsidy through a New Zealand government agency may also be approved for an agreement to rent a ~~Trust~~QLCHT ~~P~~property under ~~the Trust's~~QLCHT's Social (Public) Housing Rental Protocol.

**Formatted:** Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.25 cm + Indent at: 1.25 cm

~~Schedule 2 – Rental Programme Protocol (this document) is to be signed and added to the Relationship Framework Agreement (RFA) and Protocol 1, signed on 22 March 2019.~~

Date:

Signed on behalf of Queenstown Lakes District Council

Name:

Position:

Signature:

Signed on behalf of Queenstown Lakes Community Housing Trust

Name:

Position:

Signature:

Relationship Framework Agreement (Rental Protocol) – Final Version for Signing

## Attachment C: Table of proposed changes to the QLCHT RFA

**Attachment C:** Table of proposed changes to the Relationship Framework Agreement between QLDC and the Queenstown Lakes Community Housing Trust:

Clause	Proposal	Discussion
A & through out	Change 'the Council' to 'QLDC', and 'The Trust' to 'QLCHT'	These changes are proposed throughout the agreement for consistency.
B	Minor edits for clarity	Refers to the latest MOU specifically instead of all previous MOUs.
C	Delete Clause C and adjust subsequent referencing	This aspect of the agreement is now out of date, referencing previous agreements.
New C (a)	2028 replaced with 2038	To make consistent with the Trust's update in 2022.
New E	Removal of reference to previous agreements	This text is no longer required.
New G	Date and referencing updates	Reflects current dates and notes that amendments have been made to the agreement.
1.1	QLCHT definition adjusted to include subsidiaries	To clarify that this agreement also applies to the subsidiaries.
1.1	Trust Deed date updated	To reflect the updated Deed date.
3.3 -3.5	<p>Insert new clauses to replace the previous clause 3.7. Update to note that the Trust deed specifies if QLCHT is wound up, any remaining assets will go to a charity approved in writing by QLDC.</p> <p>Subsequent clause numbers are updated throughout.</p>	The new clauses enable QLCHT to register as a charity, and to ensure that QLDC retains control over the distribution of assets if QLCHT is wound up.

New 3.6	Replace 'Councillor' with 'Elected Member'	To include all elected members.
New 3.9	Reference to the Trusts subsidiaries	To make it clear the relationship agreement also applies to the Trusts subsidiaries.
Previous 3.7	Removal of clause	This has been replaced with clauses 3.3-3.6 as above
3.14	Minor edits to update clause numbering	Update reference to a previous clause
6.1	Minor edit changing 'the' to 'an'	To allow for multiple agreements
6.3	Update to cover both land and financial contributions, and replacing the word 'will' with 'must'	To ensure both land and financial contributions received from QLDC shall be used for the affordable home offering outlined in the protocols.
6.4	Option for a covenant added, and insert the word 'will'	To give QLDC the flexibility and certainty to add an encumbrance or covenant to the title, if an encumbrance is not workable. Note that an encumbrance is the preferred option.
7.2	Adding in every three years	This is to make it clear the agreement should be reviewed every 3 years.
Schedule 1 – Secure Home Programme Protocol		
1	Paragraph simplified	For consistency and clarity.
3	Replace 'may' with 'shall'  Replace 'insolvency' with description of wider set of circumstances	To make consistent with Clause 6.4 above.  New description widens the set of circumstances in which QLDC has rights to resume ownership of the land.
5	Addition of clause describing details of a covenant	Widens the set of circumstances in which QLDC has rights to resume ownership of the land when a covenant is used.
6 (c)	Added 'around' before 1.5%, and 'and capped at 2%'	To allow for flexibility for the Trust e.g. if land values are especially high.

7	Simplified text by referencing the secure home agreement	Simplified for clarity.
9 (a)	Replace 'mean' with 'may'	To broaden the circumstances in which QLCHT should be notified.
Schedule 2 – Rental Programmes Protocol		
1	Wording updates	For clarity.
2	Addition of 'written'	To clarify that any agreement needs to be in writing.
3	Add 'at QLDC's election'  Replace 'insolvency' with description of wider set of circumstances	New description widens the set of circumstances in which QLDC has rights to resume ownership of the land.
4	Addition of clause describing details of a covenant	Widens the set of circumstances in which QLDC has rights to resume ownership of the land if a covenant is used.
6(a)	Update rental terms	Wording has been added and deleted so it reflects the Trust's policy for rental programmes.
Schedule 2	Deleted	This has now been superseded by the updated agreement.