



**AGENDA FOR THE**

**UPPER SELWYN HUTS**

**FUTURE DEED OF LICENCE HEARING**

**TO BE HELD IN THE NICHOLAS HALL**

**LINCOLN EVENT CENTRE**

**THURSDAY 7 AUGUST 2025**

**COMMENCING AT 9AM**

## Upper Selwyn Huts Hearings Agenda 7 August 2025 Webcopy

Attendees: Mayor Sam Broughton, Councillors, S N O H Epiha, L L Gliddon, D Hasson, M B Lyall, S G McInnes, G S F Miller, R H Mugford, E S Mundt & N C Reid & Ms M McKay

07 August 2025 09:00 AM

Agenda Topic	Page
Welcome	
<a href="#">Opening Karakia</a>	3
Apologies	
1. Conflicts of Interest	
2. <a href="#">Hearing Schedule</a>	4
3. <a href="#">Hearing Booklet</a>	8
<a href="#">Closing Karakia</a>	538

Public portions of this meeting are audio-recorded and livestreamed via the Council's YouTube channel.

The Severe Weather Emergency Legislation Bill has, until October 2024, suspended the requirement for members to be physically present to count as 'present' for the purposes of a quorum. Members attending by means of audio link or audiovisual link are therefore able to be counted as present for the purposes of a quorum and able to vote. The recently enacted Local Government Electoral Legislation Act has made these emergency provisions permanent.



## Opening Karakia

Whakataka te hau ki te uru	Cease the winds from the west
Whakataka te hau ki te tonga	Cease the winds from the south
Kia mākinakina ki uta	Let the breeze blow over the land
Kia mātaratara ki tai	Let the breeze blow over the sea
E hī ake ana te atakura	Let the red-tipped dawn come with a sharpened air
He tio, he huka, he hau hū	A touch of frost, a promise of a glorious day
Tīhei mauri ora!	

## Future Deed of Licence for Upper Selwyn Huts

### Hearing Schedule: Thursday 7 August 2025

- Morning tea: 10.30 – 10.45am
- Lunch: 12.30 – 1.10pm
- Afternoon tea: 3.00 – 3.20pm
- Closing: 4.25pm

(5 Min)	Starting Page #	Sub #	Person	Nominated Speaker/Notes	Organisation
9.00			Opening		
9.05	2	52	Keith Morrison		
9.10	16	64	Robyn McFarlane		
9.15	22	61	Jo Glynn		
9.20	43	139	Kerry Glynn		
9.25			Overrun/reflection time		
9.30	47	22	Ian McIntosh	Joining online	
9.35	66	17	Rupert Kuhlmann		
9.40	69	138	Chris Rossiter		
9.45			Overrun/reflection time		
9.50	73	73	Helen Colenso		
9.55	100	68	Fiona Ngakuru		
10.00	122	67	Nathan Ngakuru	Fiona Ngakuru	
10.05	142	36	Iona Fea		
10.10			Overrun/reflection time		
10.15	147	56	John Adair		

(5 Min)	Starting Page #	Sub #	Person	Nominated Speaker/Notes	Organisation
10.20	151	72	Graham Evans		
10.25	188	32	Helen Stevenson		
10.30			Morning Tea – resume 10.45am		
10.45	192	92	Sam Wilshire		
10.50	198	29	Christine Ferguson		
10.55	202	86	Anne de la Cour		
11.00	209	63	Char Webb	Kirrily Fea	
11.05	213	188	Pamela Tyler	Christine Tyler	
11.10			Overrun/reflection time		
11.15	220	74	David Trimbell		
11.20	242	87	Calvin Payne		
11.25	245	96	Alastair King		
11.30	248	122	Cynthia King	Alastair King	
11.35			Overrun/reflection time		
11.40	252	126	Grant and Jillian Bonniface		
11.45	258	129	Zoran Rakovic		
11.50	270	154	Kirrily Fea		
11.55	302	128	Susan Rogers		Selwyn Huts Owners' Association
12.00			Overrun/reflection time		
12.05	344	136	Susan Rogers		
12.10					
12.15	363	181	Cr John Sunckell		Environment Canterbury
12.20	370	132	Michael Glynn		

(5 Min)	Starting Page #	Sub #	Person	Nominated Speaker/Notes	Organisation
12.25			Overrun/reflection time		
12.30			Lunch – resume 1.10pm		
1.10	375	157	Sandra Lagrosse		
1.15	379	158	Kate Johnson		
1.20	388	159	Blanche Fryer		
1.25	395	69	David Lloyd		
1.30			Overrun/reflection time		
1.35	399	162	Graeme Young		
1.40	402	171	Cara Zdrenca		
1.45	406	166	Daniel Te Ngaru		
1.50	410	174	Colin Giddens		
1.55			Overrun/reflection time		
2.00	417	135	Andrew Bowing		
2.05	424	180	Shodie Milne	Suzanne Allen	
2.10	428	167	Suzanne Allen		
2.15	432	183	Paul Clarke		
2.20			Overrun/reflection time		
2.25	436	186	Charles Dillimore		
2.30	440	184	Catherine Dillimore		
2.35	444	194	Leigh Rossiter		
2.40	451	90	Clare Ryan		
2.45			Overrun/reflection time		
2.50	457	179	Wendy Moreland		

(5 Min)	Starting Page #	Sub #	Person	Nominated Speaker/Notes	Organisation
2.55	461	200	Cécile Tait		
3.00			Afternoon Tea – resume 3.20pm		
3.20	465	199	Jeremy Meiklejohn		
3.25	472	185	Adelaide White	Murray Hely	
3.30	477	70	Denise Carrick		
3.35	487	82	Frank Sharpe	Joining online	
3.40	491	198	Vicki Glynn	Joining online	
3.45			Overrun/reflection time		
3.50	495	201	Phillipa Fraser		
3.55	503	202	Georgia Yurjevic		
4.00	510	203	Stella Yurjevic		
4.05	517	50	Ary Maat	Suzanne Allen	
4.10			Overrun/reflection time		
4.15	524	182	Michael McLintock	Suzanne Allen	
4.20	528	208	Claire Laurance		
4.25			Closing Karakia		

An up-to-date schedule will be provided on the day of the hearing.



# **UPPER SELWYN HUTS FUTURE DEED OF LICENCE**

## **HEARING BOOKLET**

**Booklet prepared: 28 July 2025**

*Note: The following written submissions are unedited and unchanged. They may include errors or offensive information. They are the opinion of the submitter and the Council takes no responsibility for them. Where a submission or part of a submission constitutes hate speech, or otherwise is in breach of law, the submission has been omitted or redacted in this public version. All contact details have been removed.*

## Submitter Number: 52

**Full Name:** Keith Morrison

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)

[Please explain the reason for your selection:](#)

No matter how well a new licence is constructed to address current issues, there will be necessary adjustments. This would be possible with a roll-over process. I would actually prefer to retain the current 5-year roll-over, up to 30 years in total.

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

There are three issues with the current 2015 licence that have had deleterious unintended consequences. Firstly, the allowing of renting, secondly the allowing of a licence-holder to obtain multiple licences, and thirdly the change to allow occupying the reserve for 12 months of the year. I suggest that both renting and obtaining multiple licences be stopped. I also suggest that transfer of titles outside of the family only be allowed until 2036, and even then, if they are, that the transferred licence reverts back to include the traditional 9-month rule. Transfers by current licence-holders to immediate

family members will have retain 12 months occupancy. This will help focus licence-holders on the sunset clause while not disadvantaging current licence-holders and their families and current vulnerable licenec-holders who stay for 12 months of the year.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

No

Please explain your reason:

Some preparation for very possible effects of a major earthquake also needs to be made. This could involve structural damage to the stopbank and subsidence of the settlement.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

As mentioned above, if such events arise, they should also trigger and end to the licence.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

As mentioned above, to cease the licence.

---



Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

---

**Please add your comments:**

A bond will also help facilitate the orderly managed retreat of the settlement in face of climate change. This is because it works in well with regular hut inspections. It would enable licence-holders to regularly weigh up if the costs of necessary repairs and renovations are worth it, or whether it is time to cancel their licence, whereupon a bond will make it possible to demolish the hut if the hut cannot be relocated.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Every year

Other

---

**Please add your comments:**

Yearly hut inspections were traditionally carried out. They provided regular feedback to ensure only ever minor repairs and renovations had to be dealt with.

---

**Do you think the checklist covers the right things?**

Yes

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**  
Constructive suggestions about how to address the issues.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Ideally the inspection should be carried out with the hutowner present, so that both can learn from the process, to help clarify issues right at the beginning if necessary.

**Submission by Keith Morrison – licence-holder of [REDACTED] since year 2000.**

**Background:**

This submission is being made on behalf of my family. We are grateful for our licence to occupy the Springston South domain, which we have held since 2000. It has worked out very well for us as it has enabled our three children to go to good schools in the district, and now to carry out tertiary study and to work. That we could only stay in our hut for 9 months of the year until 2015 was not a problem for us as we have a family home in Samoa, where we stayed each year over the summer school break. That we were able to purchase our hut without a mortgage and to live without rent has given us great flexibility to live our culture in relation to supporting our 'aiga (extended family) and to fulfill our Samoan village obligations. Also, we love the natural environment of the reserve – reminds us of home. The peace and quiet also assists me greatly in my academic writing work, which I continue to carry out from home as an adjunct research associate professor. My wife works as a team leader at the SPM meat works at Burnham.

We have always been fully aware of the temporary nature of our licence to occupy a reserve. We obtained legal advice before we purchased our hut. It was and remains obvious to us that the reason the hut prices were so low is because of the temporary nature of the licence. We consciously chose to gratefully make the most of the privilege while it remained granted to us.

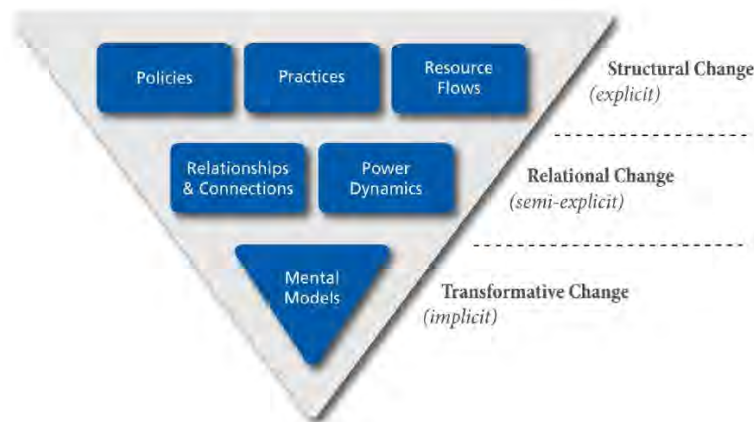
Things started to change at the Huts in 2015 when the licence renewal at the time allowed licence-holders to stay for 12 months of the year, for renting to occur, and apparently for a licence-holder to obtain further licences and thus to establish rental businesses on the reserve. It is unclear to us however if the obtaining of multiple licences was legally allowed in the new licence? It was forbidden in licences prior to 2015, and we understand that it was never the intention of the council to allow it. The changes that emerged since the licence renewal of 2015 have brought increasing conflict within the community as it transformed it into de facto council managed but privately owned social housing, resulting in what even the police have explicitly stated to us, is a dysfunctional community and becoming the “wild west”. It is our understanding that the changes made in the 2015 licence were only ever meant to be temporary, namely for the 5-year 2015 licence, as a temporary compassionate response to the earthquakes. It is clear that there have been unintended consequences of the 2015 licence, aggravated by licence-holders - possibly illegally - obtaining multiple licences for business purposes.

With a potential licence renewal coming up, after six years of extending the problematic 2015 five-year licence, there is the opportunity for the council to carry out a reset, to recreate a new solid foundation for a functional community, closer to what successfully existed successfully prior to 2015. Also necessary for a potential new licence are: (i) a realistic and responsible incorporation of scientific information about potential increasing natural hazards (including by climate change); (ii) incorporation of licence-holder responsibilities to resource an upgrade of the wastewater infrastructure (both disposal/removal of effluent, and sewage pipes within the settlement), and (iii) better alignment of licence-holder obligations to maintain the “special purpose hut settlement reserve” wildlife conservation and recreational values, which are also the values of adjacent and nearby reserves.

**Introduction:**

There is a need for a reset of the licence to occupy the “Special Purpose Hut Settlement” reserve on Sprinston South domain. But merely changing the licence will not be adequate. There is the need for full system change at Upper Selwyn Huts if the current dysfunctional community can become transformed to once again become functional and to adapt to the increasing environmental hazards needing to be addressed. The system change must be carried out ethically; both with respect and concern for current licence-holders, and with responsibility in relation to wider societal concerns and increasing environmental hazards. To aim to do so is best practice in current planning for community climate change adaptation, as it proactively seeks social-ecological regeneration (Morrison et al. 2023). The current situation at Upper Selwyn Huts has been used as a case study of what system change is required in such situations (Morrison 2025).

A simple model of what needs to be focused on in facilitating system change can be found in Kania et al. (2018). A summary of the model is found in Figure 1.



**Figure 1: Conditions of System Change (Kania et al. 2018: p4)**

System change can be modelled to occur at three levels. The licence as a legal document is only relevant to the top left explicit facet or condition of “policies”. The other two explicit facets or conditions of “practices” and “resources”, the two semi-explicit facets of “relationships & connections” and “power dynamics”, and the implicit facet of “mental models” or worldviews must also be addressed if a successful change to the licence within the required system change is achieved.

I will start with the implicit facet as this is mostly overlooked but is the root cause of the current community system dysfunction at the Upper Selwyn Huts. It is also where the

inspiration to transform the community can be found. Then I will sketch out the semi-explicit facets as these are where critical change is required to enable the emergence of a functional community adapting to climate change. Finally, the three explicit facets are focused upon to detail how a successful system change could be manifest, including what a new licence would include.

*Implicit condition (facet): Mental models (worldviews)*

There are two very distinct worldviews in the community at Upper Selwyn Huts. One distinct worldview, which on the surface can appear to be dominant, states that the community is united in opposing substantive changes to the current 2015 licence. This worldview also states that those who disagree with this view are merely “isolated individuals”. To those who hold this worldview, the supposedly isolated individuals are not considered to be part of the community. This marginalization of members of the community who do not agree with the enforced-conformity worldview of this group is a root cause of the conflict within and dysfunction of the community.

The other distinct worldview, which on the surface can appear to be a minor one, experiences the community as very diverse. Those who hold this worldview find themselves gaslighted by those who hold the other enforced-conformity worldview; gaslighted by how they are mocked and abused within the community, by what they hear in media coverage of the situation provided by those holding the enforced-conformity worldview, and by what is stated at public and council meetings about how those holding the enforced-conformity worldview supposedly represent the community. Those who hold the worldview of diversity experience those who hold the enforced-conformist worldview as aggressively trying to suppress the experience and expression of diversity within the community.

Fuller analysis of the two worldviews reveals that the apparent superficially dominant one, namely enforced-conformity, is a very recent and minor view in the history of the hut settlement. Not only this, but the enforced-conformity worldview also fails to align with the recreational and wildlife values of the designated “Special Purpose Hut settlement” reserve that the licence allows hut owners to occupy. Rather it is the worldview of diversity that is the one that dominates and is the traditional view over the 130 year history of the settlement. Moreover, it is also the worldview that aligns with the values of the reserve. It is only over the last 10 years that the enforced-conformity worldview has gained some superficial dominance through aggressively marginalizing those who hold differing views.

Notwithstanding the community dysfunction wrought by the aggressive gaslighting and marginalization by those holding the enforced-conformity worldview, it is the failure of the enforced-conformity worldview to align to the values of the reserve that most fully reveals the fraught need for system change. This can be best seen by considering what the community of the settlement was traditionally like. It was comprised of recreational hut owners and their families with sophisticated cultures, and a strong sense of what we now call kaitiakitanga, namely love for and care for the natural environment: there were eccentrics, creatives, and professionals recreating their well-being through doing what they loved most, namely fishing, bird watching, and celebrating the joys of the natural wilderness with swarms of kids on school holidays. Our 26 years at the Huts have given us experience of this, prior to 2015. It is this traditional use of the reserve that was designated as the special purpose in the designated “Special Purpose Hut Settlement” reserve that our licence enables us to occupy.

What happened with the 2015 licence was a disingenious appeal to supposed 'responsibility' to provide rental accommodation in the district after the earthquakes, which not only clashed with the designated purpose of the reserve, but has ended up also facilitating an attempt by a group within the community to try to usurp and eclipse the true special purpose with social-housing rental business. Instead of being able to celebrate in one's own unique (eccentric and cultured) way the joys of recreating well-being in the natural environment whilst fishing and birdwatching with swarms of kids on holiday, an aggressively imposed hierarchy dominated by landlords with multiple licences came to scheme and manipulate others in the community to maximize their profiteering within the community. But even worse than this, not only was the special purpose attempted to be eclipsed, the rules of the 2015 licence became no longer adhered to, as the dominating group of landlords presumed that they did not even have to obey the licence(s) they obtained, and told others in the community that they don't have to either. This is most clear in how there are now many dogs residing in the reserve, where they are let out to run around the open part of the reserve, and openly walked around the housed part of the reserve to even be permitted to escape into the gardens of hut owners, whereupon when someone tries to remind those flouting the rules of their licence that they are in breach, are abused and mocked.

*Semi-explicit facets (conditions):*

Semi-explicit facets are where the implicit conflict between worldviews becomes manifest as system processes. A two-way process occurs: (a) understanding the systems processes enables the deleterious effects of implicit conflict to be nipped at the bud so that a system remains functional, and (b) a comprehensively constructed functional system can influence the worldviews that are implicitly held so that the root cause of conflict is mitigated. The two-way regenerative processes for the semi-explicit facets, namely, relationships & connections, and power dynamics, are outlined below.

Relationships & connections

Given the designated special purpose of the reserve, there are connections to Waikirikiri (Selwyn River), Te Waihora (Lake Ellesmere), as well as to the fauna and flora in the adjacent recreational reserve, in the neighboring wildlife reserve, and on the banks of and in Waikirikiri. Likewise, there are relationships with Mana Whenua, Department of Conservation, Environment Canterbury, and neighboring community organizations, for example Lincoln Envirotown. Given that the special purpose is for a hut settlement, there are also relationships with the Selwyn District Council who manage the reserve and are the territorial authority, along with the Neighborhood Support Group, Community Response (civil defence) group, and Social Well-being Collective, all of which are run by the Selwyn District Council. There is also the need to maintain a respectful relationship with the police.

For a functional community on the settlement, most of the above connections and relationships are required, and all must be respected and sought to be maintained to enable constructive collaboration. At the barest minimum, the rules and guidelines of authorities must be actively communicated among community members. This need for active communication within the community of the rules and guidelines from external authorities highlights that appropriate relationships within the community are also required. These must be inclusive and egalitarian: all licences are the same and imply the same relationships to the

council and other authorities, therefore there must be no hierarchy within the community, and no licence-holder can be legitimately marginalized or excluded from the community.

The current dysfunctionality of the community can be understood by how a group (so-called 'committee') claiming to represent the community aggressively maintains a hierarchy and marginalizes and excludes licence-holders who maintain the worldview traditional to the settlement, namely diversity and kaitiakitanga. They are marginalized and excluded from the Neighborhood Support Group and Community Response (civil defence) group, both of which are run by the Selwyn District Council, because of a false claim by the so-called 'committee' that they represent the community. Also, most members of the community are excluded from a so-called 'committee' that claims to represent the community, and which makes executive decisions supposedly on behalf of the community. Those in the community who openly reject the false claim that the 'committee' represents them are aggressively marginalized by those in the 'committee'. On top of this, the so-called 'committee' tell the community that they are "fighting" the authorities on behalf of the community, thus undermining necessary relationships between members of the community and the authorities.

What is required is for the Selwyn District Council to establish an inclusive truly representative community committee chaired by the Selwyn District Council. This will make the whole community collaboratively co-self-manage with the council in respectful relationships with other authorities and other organizations relevant to the special purpose of the hut settlement.

#### Power dynamics

Appropriate power dynamics are instigated by legally designated authorities. Central is the role of the Selwyn District Council to manage the reserve. For a functional community, this needs to be done in inclusive collaboration with the community, with the council chairing the process, and where decisions are made by consensus, to become advisories to the Selwyn District Council who remains the decision-maker. To ensure inclusive collaboration, all families of hut owners must be able to have a representative on such a council established and chaired community committee. This would recover the functional elements of the traditional 'self-management' of the reserve but avoid the opportunity for a dominant group to abuse democratic principles by dictating the decision-making process through gaining a majority of a small number of elected representatives, which they then use to push decisions through without community scrutiny. Such abuse did emerge 15 years ago. The abuse resulted in community conflict and forced the Selwyn District Council to dissolve the traditional self-management process. This explains the existence of the current non-representative self-appointed so-called 'committee'. The core of the current so-called 'committee' are members of the former self-managing "management committee" that was dissolved by the Selwyn District Council for anti-democratic activities, as well as for other abuses of power.

Instead of appropriate inclusive collaborative self-management chaired by the Selwyn District Council, the current self-appointed so-called 'committee' has sought to usurp the real power and decision-making role that the Selwyn District Council has. The so-called 'committee' mistakenly presumes that they are the decision-maker about what rules of the current 2015 licence need to be obeyed, what the new licence will be, and who is included in the community. More than this, they are also abusing the very notion of the privilege of

having a licence to occupy a reserve: there is the presumption by the group that licenses can be collected as capital and used to establish rental businesses.

The roles of other legally designated authorities help clarify the appropriate use of the licence to occupy the “Special Purpose Hut settlement” reserve. The appropriate use is recreational, including appropriate engagement with wildlife, while living as an inclusive and egalitarian community. Environment Canterbury and the Department of Conservation help clarify appropriate engagement with wildlife, and with the Selwyn District Council, help clarify appropriate recreational activity. This includes gardening, birdwatching, and fishing. These appropriate uses can be maintained through inclusive co-management with the Selwyn District Council in collaboration with these other authorities.

*Explicit facets (conditions):*

The three explicit facets, namely resources, activities, and policies, form a functional community and need to be put in place if a new licence is to be effective. The new licence is a feature of necessary policies but is inseparable from associated necessary activities and resources. The explicit facets are developed from analysis of semi-explicit relationships, of connections, and power dynamics, to ensure that the implicit root cause of dysfunction can be mitigated and sought to be eventually transformed.

Resources

The licence to occupy the “Special Purpose Hut Settlement” reserve on Springston South domain enables huts to be placed temporarily. The responsibility of the licence-holders are to comply to rules pertaining to the licence, and the huts placed on the reserve must be removed from the reserve if the licence ends, whether by the Selwyn District Council not renewing the licence to occupy, or if the licence-holder neither accepts renewal nor transfers the licence to someone else. To ensure this is complied with, a bond is appropriate. This is especially applicable to the current process of licence renewal because due to climate change a sunset clause is required to be added to the new licence, and so every hut will eventually have to be removed. Requiring a bond is the most responsible way to ensure the huts are removed. It is also the most helpful and compassionate way for licence-holders because if huts are not able to be relocated, the bond will be less than the cost of demolition.

It is the licence-holder and hut owner’s responsibility to ensure that their hut on the reserve is compliant with their licence. It is the Selwyn District Council who is both the decision-maker about what is required and how often inspections are made. Traditionally, inspections were made yearly. This is appropriate and is the most helpful for licence-holders because it gives regular information about necessary repairs that are most likely still minor. Regular yearly inspections will also be helpful to ensure orderly managed retreat in face of climate change. With a fixed horizon of years left to run in the licence, every hut owner would then every year have the opportunity to reevaluate whether it is appropriate for them to stay on or to decide to forgo their licence and remove their hut from the reserve.

There is infrastructure associated with the hut settlement. Traditionally this has been paid for by licence-holders as the need arose. Recently the Selwyn District Council has taken a proactive role in assisting licence-holders address the need for adequate potable water supply and wastewater disposal. But because the infrastructure on the reserve is of a limited life, given by the horizon of the licence, and because payment for the infrastructure was not



included in purchase of property because the property remains in Crown ownership, it is appropriate that the payment for infrastructure that the Selwyn District Council installs is paid for through a targeted rate.

#### Activities

Compliance with the licence has become an issue due to a self-appointed group (so-called 'committee') in the community telling others in the community, the Selwyn District Council, and the media, that they represent the community, decide what is in the licence, and what in the licence has to be obeyed. To ensure that this dysfunctional activity is stopped, an inclusive co-management community committee is required. It needs to be chaired by the council, with decisions made by consensus, and even then only advisories to the council who remains the sole decision-maker. An appropriate way to ensure inclusivity of the community committee would be to allow all families (huts) to have one representative on the committee, if they wish. Meetings would have to be held regularly, at least once every three months. Regular meetings in this way would ensure issues could be discussed and addressed as they arose, to avoid conflict developing over time.

An inclusive community committee chaired by the Selwyn District Council would provide the hub around which other authorities could formally engage with the community to ensure information is conveyed. It would also provide the hub around which the organizations run by the Selwyn District council could engage with the community, namely the Neighborhood Support group, Community Response (civil defence) group, and Social Well-being collective. Furthermore, it would provide a clear and truly representative body for the media and other organizations, for example Lincoln Envirotown, to engage with the community. As environmental hazards become more prominent, it would also provide an effective forum for dissemination of information to the community, and with whom relevant workshops could be held for the community.

A formal inclusive community committee to represent the community would not disqualify the right of other community groups to exist, for example the current community garden collective (formerly the Upper Selwyn Huts Community Trust [inc2003]), and the current hot-owners association. Indeed, it would provide a forum for where these groups could voice their concerns and issues to the whole community, to the Selwyn District Council, and other authorities and organizations.

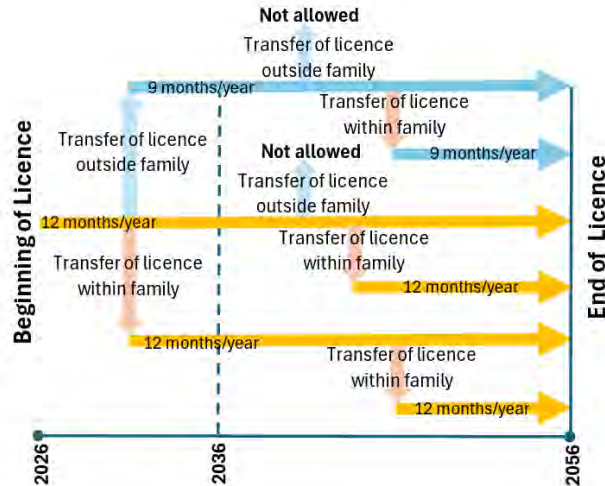
#### Licence (policies)

A necessary key feature of a new licence is a clear injunction that the rules of the licence must be obeyed, and legal action will be taken against the licence-holder if they are not. It would be helpful if the process and likely consequences were also outlined. The need for this to be in the licence has become very visible because of the current common-place non-compliance of the no-dogs rule, and that trees on lots are commonly higher than the allowed 2.2m. It is important that the injunction also clearly refers to what happens when a licence-holder fails to carry out necessary upgrades that have been determined from annual inspections of huts. Complementing such an injunction, is a need for a clear statement that all bylaws applying to reserves generally also apply and must also be obeyed, for example, the prohibition on trail bikes.

Dealing with environmental hazards exacerbated by climate change need to feature in the licence. A hard sunset clause defining when climate change will make it irresponsible for a licence to occupy to remain granted, needs to be explicitly stated in the new licence. Current scientific analysis indicates that a 30-year horizon is appropriate. This must be communicated as a hard boundary, because otherwise denial of reality would continue, resulting in an even bigger problem with and likely conflict within the community later.

Notwithstanding that some current licence-holders have failed to carry out due diligence and consider that their licence is open-ended, resulting in them having overcapitalized, best practice would require that current licence-holders and their families are provided with the best possible pathway to adapt to a hard 30-year horizon to the renewed licence. At the same time the licence must discourage further overcapitalization and help focus the attention of all licence-holders onto the hard 30-year boundary. One way to do this would be to only allow transfer of licences outside of the immediate family for the next 10 years, till 2036. After 2036, if a licence-holder no longer wants their licence and does not have an immediate family member who does want it, the licence would be cancelled, and the hut would have to be removed. This would help contribute to an orderly managed retreat process. To further emphasize the temporary nature of the licence, and to return the community to refocus on its recreational special purpose, it would be appropriate that if a licence is transferred before 2036 to someone outside of the immediate family, the transferred licence would involve a return to the traditional 9-month rule, whereby licence-holders can only stay for 9 months of the year in their hut, and accordingly, if the new licence holder with a 9-month rule then wishes to transfer their licence to an immediate family member after that, the transferred licence would continue to have the 9-month rule.

To compassionately provide the best possible pathway for current licence-holders, transfer of licences to immediate family members anytime during the 30 years of the licence to immediate family members would however retain the current privilege to stay for 12 months of the year in their hut. This would provide the maximum possible security for current licence-holders and their families, whilst facilitating a responsible managed retreat process. All future licence-holders who have not had their licence transferred to them as an immediate family of a current licence-holder would know beforehand that their licence will only allow them to stay for 9 months of the year, so they will not be disadvantaged. A summary sketch of how such a policy would apply is given in Figure 2.



**Figure 2: Responsible managed retreat.**

This overarching structure for the new licence would provide a structure that constructs a new and solid foundation for the regeneration of the community, as well as facilitating orderly and compassionate managed retreat. It will ensure that current licence-holders with families have the maximum possible security, and that vulnerable members of the community have the security they will realistically need to maximize their well-being for as long as they need it. But even though this structure will address systemic inadequacies in the current 2015 licence, parametric errors requiring minor adjustments to the licence will inevitably emerge. To enable these adjustments to be made in a timely way, it would be appropriate for the new licence to continue to roll-over every five years, thus allowing necessary minor adjustments to be made when the 5-year licence is renewed.

To regenerate the community to recover the traditional special purpose of the hut settlement, the features of the 2015 licence that resulted in the emergence of social housing rental businesses must be corrected. These are systemic errors requiring further structural change. There are two that must be reversed. Firstly, renting must be stopped. Traditionally, even renting to immediate family members was not allowed. It was well understood that it was an abuse of the privilege to hold a licence to occupy Crown land to run a business on it. For example, if a person wishes to run a business on the conservation estate, a concession has to be sought, and if approved, payment must be made to the Department of Conservation or else the concession is revoked. Given the special purpose hut settlement reserve we occupy, concessions to run rental businesses are not appropriate. Secondly, obtaining more than one licence, enabling the expansion of rental businesses by a licence-holder, must be stopped. It has traditionally always been understood that it is not permitted to obtain more than one licence. It remains unclear if obtaining multiple licences is allowed in the 2015 licence, but even if it wasn't, the abuse developed as a consequence of allowing renting. Therefore, the

new licence must explicitly state that only one licence per person can be obtained as well as stating that renting is not permitted.

There remains the issue of what to do with current tenancy agreements, and to licences that are currently held in common by a single person. An appropriate way to address this, so as to facilitate system transformation of the situation in an orderly way, is to state in the licence that no new fixed term tenancy agreements are allowed, all open tenancy agreements end when the new licence comes into effect, and further licenses cannot be obtained by a person who already has a licence. With these arrangements in place, persons who currently have multiple licences are likely to transfer most of them to others because they are unable to continue with rental businesses on the reserve.

There are also several necessary specific clauses in the licence to maintain and nurture the special purpose of the hut settlement. One is the no-dogs clause. This must be retained. But this clause must be extended to also include a ban on pet cats. An appropriate way to introduce a no-cats clause is to state that all pet cats (up to two per hut) must be registered, desexed, and wear bell collars, and no new pet cats can be registered after July 2026. This will ensure that pet cats are orderly removed from the reserve. With registered cats wearing bell collars, it would also enable the quick removal of the problematic feral cat population.

#### **Conclusion:**

We wish to conclude by expressing our gratitude for our 25 years of having a licence to occupy the Springston South Domain. It has worked well for us. We look forward to the final sunset 30 years of our privilege to occupy the reserve. Having our licence for the next 30 years will realistically enable our children to save \$600 per week, which over 30 years is close to \$1M at today's prices, all of which (with discipline) will be able to go toward them eventually buying their own freehold properties. We are very grateful for this opportunity as it has helped lift our immigrant Pasifika family out of a very common poverty trap within our wider Pasifika community in Aotearoa.

We know that the council will be able to turn things around in the community, by creating a new foundation for the community at Upper Selwyn Huts. Be strong. We know how challenging it is. But we know that the sunset 30 years of the settlement can be as inspirational as the first 120 years were. What we know is that when the last hut has been removed, the geese, swans, spurwing plovers, bellbirds, white-faced herons, pied shags, grey warblers, pheasants, and many more species will remain here and thrive. It has been inspirational for us to dwell here in their company for the last 26 years, while we also awaited the annual visits of two kotuku and six spoonbills. We know that the council can create a foundation that will help restore the mauri of these inhabitants, along with that of Mana Whenua, through an appropriate managed retreat process. We look forward to being part of this process for the next 30 years, knowing that we will be playing our part in the restoration of the mauri of this inspirational place. Thank you.

#### **References:**

- Kania, J., Kramer, M., and Senge, P. (2018) *The Water of Systems Change*. FSG – Reimagining Social Change. [http://www.fsg.org/wp-content/uploads/2021/08/The-Water-of-Systems-Change\\_rc.pdf](http://www.fsg.org/wp-content/uploads/2021/08/The-Water-of-Systems-Change_rc.pdf)
- Morrison, K. (2025) "The Necropolitics of Coloniality and Climate Change in the South Pacific." *Coils of the Serpent* 13(2024): 194-225. <http://Coilsoftheserpent.org/2025/02/the-necropolitics-of-coloniality-and-climate-change-in-the-south-pacific/>
- Morrison, K., Nand, M. M., Ali, T., and Mele, S. (2023) "Postcolonial Lessons and Migration from Climate Change: Ongoing Injustice and Hope." *Npj Climate Action* 2.22 <http://doi.org/10.1038/s44168-023-00060-7>

## Submitter Number: 64

**Full Name:** Robyn McFarlane

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

A single fixed term of 30 years (no renewal)

[Please explain the reason for your selection:](#)

*30 years gives the home owner time to reimburse finances spent on their properties, brought, or sold price, maintenance, rates, licenses, and the council for the sewage/ rates/ license payments. It is 'fair' negotiation for both parties concerned. There has been no answers to why the SDC want us gone. WHY?*

*The council will have time to recoup the financial expenditures of the USH. It is fair to both parties to have time to recoup their money and time to refinance. It provides the Home Owner with stability, allowing them to resell or refinance for their future needs. We need some kind of compensation if removed before 30 years.*

*At the end of the 30 years, owners of the Huts can renegotiate terms and conditions, which may include triggers of environmental conditions.*



---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

*I expect that because of the change of the councillors in the next election that our terms on the submission for the FDOL should not be considered at this stage.*

*The USH community have been busy filling in the submission form. I hope that there is going to be knowledge and the USH fairly on the submissions. This is through the voting by Council on the future of the USH just prior to the elections.*

*Based on that the current six councillors deciding not to re-stand and one more councillor yet to make her announcement, we believe it is totally undemocratic for the current Council to undertake the vote on the future of the USH.*

*Our Barrister, Clare Lenihan's updated Opinion dated 20 June 2025, which concludes:*

- *Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.*

*Lease term: The Council issue Licences under the ROLD Act and there is no time limit in this Act. The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal.*

*The Council have not provided any reason to date that justifies a non-renewable licence.*

*All independent evidence and reports have not supported a non-renewable licence.*

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

*I disagree with all three comments*

*Maintenance and road access has to be done and available at all times.*

*The USH areas has never Flooded*

*\*Controlled and managed by Civil Defence and SGR. We can deem when unsafe to leave.*

*River Height and warnings from above river are given, and managed by the community that has a good understanding of river flow*

*"Man Made" environmental events are cause by councils not maintaining the river shingle causing flooding events, this needs to be maintained at all times. This includes the surrounding areas not just USH.*

*If Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement: This should be an individual independent review by both parties on conclusion of the outcome. Not a decision made by the council.*

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

*As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.*

- *Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations. This gives the Council power to terminate licences unnecessarily.*

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

*An independent body, without an agenda, that USH is permanently uninhabitable, a licence end date could then be discussed with each individual hut owner not the decision of the council.*

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

*The council should not ask for a Bond, when our rates to pay for the sewage will significantly rise.*

*No details have been discussed or any out come to any agreement on the Bond. Cost? What does this cover? How long? Expectations on both parties?*

*Why now, after all this time?*

*No to Bond, clear and simply. Until conditions by both parties are confirmed and agreed.*

---

**Please add your comments:**

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a



copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other  
Once Only

---

**Please add your comments:**

*An independent company, not the council, of an **ONE OFF ONLY** inspection to be held. This is to bring all homes, huts, up to spec and CC. Written Contract agreement must **complied**.*

*Create safe homes, for all properties to be liveable.*

*Work with home owner to bring up to spec, and liveable conditions, all written conditions and with time for the owner to afford the changes and fixes if there is issues or maintained, to be done. This could take time and work with the contractor whom liaisons with the council. Support and advice should be offered, on the day of the inspection and onwards.*

*Any inspection must be given the same respect as any person that lives in the Selwyn district. Permit times and cost must be taken into consideration.*

*And then an inspection should not happened again unless a complaint has been made.*

*This should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council's own Guiding Principles: "Ensuring that no one is made homeless"*

---

**Do you think the checklist covers the right things?**

Not sure  
Please specify what you would change

*I would like things to follow thru. If you let one person have a dog, everyone could have have one. Fair treatment to all in the community.*

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

*I would expect the council or the independent contractor to give the homeowner **written** document , quote, cost and a time scale to fix the issues. Able to have time to fix issues and support to do this things expected.*

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

*Support on the day, whomever they chose, of the homeowner how they go about this inspection , working in with the contractor and the homeowner*

## Submitter Number: 61

**Full Name:** Jo Glynn

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

Other

My family own a hut at the USH

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

None of these options are acceptable to me as they are all non-renewable or finite terms.

Our community raised funds for a Barrister's legal opinion on the Council's legal obligations as administrators of the USH and their ability to grant a renewable licence. Please refer to opinion attached.

As such, I request a licence term of 30 years with the rights of renewal subject to environmental triggers (specific triggers to be agreed in the future).

It is very disappointing to see these limited options given the previous consultation that has taken place and the legal opinion submitted to the Council.

The legal opinion attached confirms that the Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. The Council have not provided any justification to support the need for a finite term.

The Council has also confirmed that they are not bound by the 2019 resolution that hut licences are short term and ultimately finite.

In addition, the Council appear to be ignoring their legal obligations as administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. You have a legal obligation to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include “protecting its historic values; recognising the community’s diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future”.

The Council have a social responsibility to the families and individuals who live at the Upper Selwyn Huts. It is difficult to comprehend why the Council are attempting to remove the community by placing a finite term on our licence when all independent evidence and reports (commissioned by the Council – Jacobs, Aqualink and ECan) do not provide a reason to do so.

Why then, are you moving towards disestablishing a suburb of the Selwyn district and possibly making people homeless FOR NO REASON? The levels of stress and anxiety this has caused our community is immense. The battle to be heard and be part of a solution has been very difficult. The community participated in good faith for the latter part of 2024 only to find that the conclusions reached at the end of 2024 have been largely ignored as we move into this consultation.

Without robust evidence to support the reasons and need for a finite licence, the Council are failing in their role to enable democratic decision-making by and for communities. You cannot remove a community for no reason and before any climate related issues have occurred without justification.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

Flooding affecting access is not a major issue for the community and certainly not a valid reason to warrant retreat. Flooding is a nation-wide issue from time to time and does not lead to suburban areas being disestablished. This event should not be included here.

The USH are not the only users of this road and this road will always be required to access the lake. The Council has a responsibility to do this. Again, flooding/damage is a nation-wide issue and solutions can always be found, this event should not be included here.

The USH should be treated the same as everyone else in the Selwyn district is if they are temporarily cut off.

As per the Jacobs report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not been done so I am unsure why specific triggers are included in this Consultation.

The events listed here are inappropriate, vague and open to different interpretation. This could give the Council power to terminate licences unnecessarily. Flooding of a road should NOT be a reason to terminate a licence.

Reference to environmental events leading to an early licence end should only consider a significant event causing serious damage to homes and/or people. If this resulted in confirmation from an independent body, that the USH is permanently uninhabitable, a licence end date could be mutually agreed upon.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

I would like to point out that the USH is not located on the shores of Lake Ellesmere but is 4km away.

**The Upper Selwyn Huts does not have a history of flooding.**

Forcing a retreat on a community BEFORE there is any imminent threat is not good decision making as per the Local Government Act which states one of the purposes of local government is to “promote the social, economic, environmental, and cultural well-being of communities in the present and for the future”.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

A discussion with the community about the next steps. Many issues can be mitigated and it is very obvious this community is committed and prepared to work towards solutions wherever they can to ensure their security of tenure. There are many different mitigation options that could be considered but none have been investigated to my knowledge. The Council should be working with the community to address any issues and not against.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

It is likely there will be some genuine hardship in the community when the Council imposes the possibly significant increases in rates and licence fees. To add a bond requirement at this time would be unfair.

---

**Please add your comments:**

We haven't paid a bond in the 104 years our hut has been in our family. We are requesting a renewable licence and in line with the past, this bond should not be required.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised

Other

---

**Please add your comments:**

The Council are administrators of the land and can inspect the land. I cannot see any requirement for this to be done on a regular basis.

I don't understand why the Council would inspect the buildings that are owned by the licence holder, do they inspect buildings owned by individuals in the district without due cause? I very much doubt they do. Our community should be treated the same as other communities in the district and only inspect buildings with due cause.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

The Building Condition – External section should not be included. The buildings are privately owned and I am not convinced of the Council's legal justification to carry out building inspections. The Council will be challenged on their legal justification for inspections of a building without due cause.

Why is this being raised now? Our hut has not been inspected for the last 104 years. The Council have been in the role of administrator for many years, why have they failed to do this before now if it is so important for legal reasons?

The draft inspection list in the consultation document specifies that the Housing Improvement Regulation Act 1947 applies (unless a house has been built more recently to recent building codes) but the draft DOL included in 2025-03-05 Councillor PX Workshop Agenda states the following:

**9. LICENSOR INSPECTION PROGRAMME**

**9.1 Scheduled inspection: The Licensee acknowledges and agrees that within twelve (12) months of the Commencement Date of this Licence the Licensor on not less than ten (10) Working Days' notice may:**

**(a) complete an inspection of the Lot, the existing hut and any other structures on the Lot to determine compliance with relevant legislation (including but not limited to the Building Act 2004, the Resource Management Act 1991, the Reserves Act 1977 and the Health and Safety at Work Act 2015); and**

**(b) enter the Lot for the purposes of completing this inspection and any follow up inspections which may be required.**

**9.2 Report: Following completion of the inspection, the Licensor may provide a written report to the Licensee of any remedial works required to the existing hut and other structures on the Lot to ensure compliance with all relevant legislation.**



9.3 Remedial works: The Licensee agrees, at its cost, to complete all remedial works required within the timeframe advised by the Licensor and Licensee as part of the inspection programme. If the Licensee does not complete the remedial works required within the advised timeframe, the Licensor may at its sole discretion terminate this Licence by giving no less than sixty (60) Working Days' notice to the Licensee.

I appreciate this is only in draft but more clarification is required and should have been included in the consultation document. Are all of the Acts listed above going to be in play? Does an inspection of 'the existing hut' allow an internal inspection?

I object strongly to any building inspection.

This should NOT be a reason to terminate a licence. If this was removed from the DOL, the building inspection would be received more favourably.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Support and advice would be appreciated and a mutually agreed time-frame to carry out any remediations when addressing issues on the lot.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

**I would like to remind Council of one of their guiding principles – 'Ensuring that no one is made homeless'.**

**Clare Lenihan** LL.B. MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 📠 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002



- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## **B. Significance and Engagement**

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### **Reason:**

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## **Detailed reasons and background**

### **A. Licence term options**

#### **(i) Council not bound by finite term under the Reserves Act 1977**

##### ***Under what Act is the power to grant a lease or licence?***

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002



7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."
29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*
- o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7



*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:
 

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994

10

(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

10

11

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

11

12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiri Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12



# **Appendix One – Section 61 Reserves Act 1977**

## **Section 61 Powers (including leasing) in respect of local purpose reserves**

(1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.

(2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).

(2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:

- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
- (b) farming, grazing, cultivation, cropping, or other like purposes.

(2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:

- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
- (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.

(3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## **Appendix Two – Heritage Values**

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

---

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

## Submitter Number: 139

**Full Name:** Kerry Glynn

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

As per the Owners Association there is no justification in making non-renewable licence and this is contrary to the intent of keeping a Huts Settlement as required by, I think, the Reserves Act. In the absence of any publicly shared/stated reason the historical precedent of the last 130 years should be preserved. If there's a reason then it should be consulted on to verify it and response agreed by the two parties. .

---



Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The council commissioned consultation by Jacobs and part of that consultation regarded this question. Reports from that process by ECAN and Aqualinc found NO reason for triggers at this time. That was recorded in the final Jacobs Report. You can't pick and choose the results of what you commissioned.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

As per above NO TRIGGERS. If anything changes that's an opportunity for discussion by the parties. We are not unreasonable people - we just don't like being ignored.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

Consultation - not a consideration - A REQUIREMENT.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

There should not be a bond. No bond has been required for 130 years. The introduction of a bond is bad faith as it foresees a removal which should NOT be required in this licence. No issues have arisen within the community that would precipitate such a requirement.

---

**Please add your comments:**

There should NOT BE A BOND. No reason for such exists unless the council intends to force issues through licence terms which would be unreasonable. Further the council has allowed building on the sites without constraint such as any bond. They have facilitated the creation of larger and higher cost removal without requirement of a bond. Additionally the council allowing permanent residence has created an asset value and expectation of permanency. No bond should be required for an ongoing hut community.

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Never

---

**Please add your comments:**

These properties are the private ownership of people. The council has no right to enter any property for any inspection. No justification of this is given / stated.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

There should NOT be any inspection. Perhaps if the council had done their job on their controlled land this would not be an issue they feel necessary to progress.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Not applicable. There should NOT be an inspection. Normal SDC operations would apply I assume.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Not applicable. There should NOT be an inspection.

## Submitter Number: 22

**Full Name:** Ian McIntosh

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I live in the Selwyn District and I do not like the way the people of USH are being treated and I am alarmed at the terrible science that has been used to date by the SDC to concoct a limited term for the USH, especially since many who live there are financially stressed from the Christchurch earthquakes or Covid policies by the NZ Govt.

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

You will see from my presentation that there is no need to limit the term based on environmental pressures. There is more than enough time for trigger points to be monitored and then acted upon in cooperation with the residents of the USH.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

I disagree with the first two since there are other places in the SDC where flooding has cut off vehicle access, and the SDC has not seen fit to advise effected people that they should plan on leave their homes.

For point 3 to occur, my presentation shows that even with a slowly increasing sea level, the weather forecasting and management of Lake Ellesmere, would have to be extremely poor since no such event has happened since establishment of the first fishing huts in 1888, and today we have far better forecasting of impending bad weather.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

A bond should apply but it needs to be collected slowly and over a long term of potentially 100 years. My presentation shows why 100 years is a reasonable term.

---

**Please add your comments:**

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

As happens now since I understand the Council already does inspections.

---

**Please add your comments:**

---

**Do you think the checklist covers the right things?**

Not sure

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

As happens now.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## A Defence Of An Open Term For The Deed Of License Applying To The Residents Of The Upper Selwyn Huts (USH)

Ian McIntosh (B.App.Sci.Rur.Tech. (Hons)

16 June 2025

The reasons given by SDC for a limited deed of license length include

1. Ultimately the USH will not be an economic or safe place to live (USH Public Meeting 23 Apr 24)
2. Increase in natural disasters meaning more evacuations (USH Public Meeting 28 Feb 24)
3. Inundation increasingly likely (USH Public Meeting 23 April 24)
4. Severe weather events are getting more frequent & more extreme nationally (USH Community Meeting 28 Aug 24)

## What Evidence Is Given To Support These Beliefs

1. Jacobs report says that weather events are getting more frequent and more extreme (USH Community Meeting 28 Aug 24)
2. Aqualinc report to SDC (5/12/24) says that USH is low-lying & vulnerable to flooding which may increase under future climates
3. "Sea-Level Rise: Causes & Future Projections" by NZ Sea Rise claims that: the NZ rate of sea level rise doubled between 1961-2020 vs 1900-1960.
4. & that depending on the model used & any reductions in emissions, sea level could increase by up to 2.0 m by 2150.

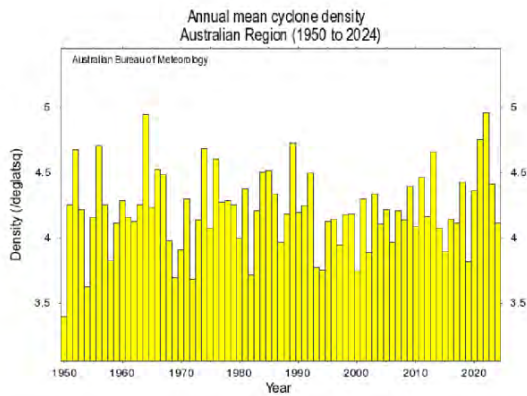
## Let's Scrutinise The Claims

### Claims 1 & 2.

Weather events are getting more frequent & more extreme



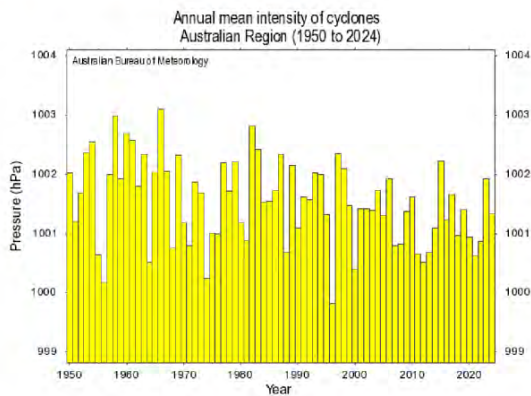
## 74 Years Of Records In Australia Show No Increase In Cyclones



Australian annual  
cyclone density  
1950-2024 (74  
years)

[http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low\\_density&area=aus&season=0112](http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low_density&area=aus&season=0112)

## Or Their Intensity



Australian annual  
cyclone intensity  
1950-2024 (74 years)

[http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low\\_centint&area=aus&season=0112&ave\\_yr=0](http://www.bom.gov.au/cgi-bin/climate/change/timeseries.cgi?graph=low_centint&area=aus&season=0112&ave_yr=0)

## “NIWA’s Missing Storm Data & Its Impact On Extreme Claims”

1. 948, March 1860
2. 951, June 1876
3. 955, Feb 1868
4. 958, June 1889
5. 958, Jan 1884
6. 958, Jan 1939
7. 959, Oct 1868
8. 963, Dec 1871 (Gabrielle in 2023 was also 963)
9. 967, Dec 1871
10. 968, Mar 1871 (Giselle in 1968 was also 968)
11. 970, Dec 1868
12. 975, Jan 1869
13. 978, Sept 1887
14. 980, Feb 1874
15. 982, July 1871 (Bola in 1988 was also 982)
16. 984, July 1875
17. 984, May 1880
18. 985, June 1868
19. 985, Sept 1874

This NZ data has been collated by Ian Wishart, investigative journalist ([investigatormagazine.co.nz](http://investigatormagazine.co.nz)).

It gives a snapshot of storms reported in NZ newspapers from 1868-1890, a short & random period of time.

The storms are ranked based on barometric pressure with Cyclones Bola, Giselle & Gabrielle listed by comparison.

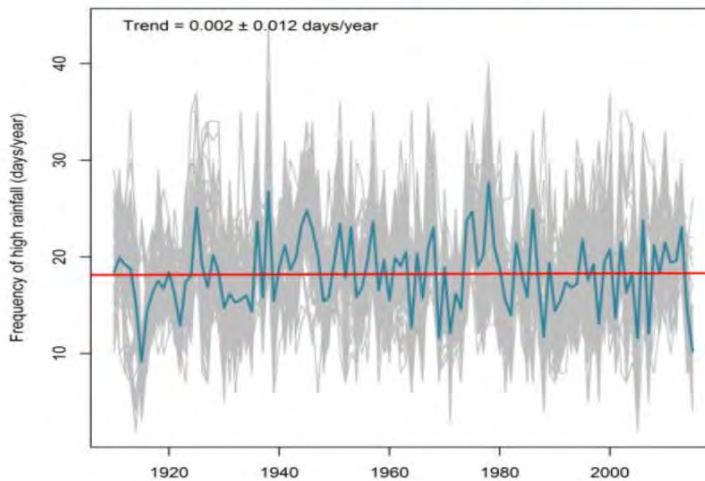
A 1939 storm that caught Ian’s eye while researching, is also listed.

Clearly Cyclone Gabrielle was not a 1 in 250 yr storm as claimed

Ian Wishart concludes from his research that

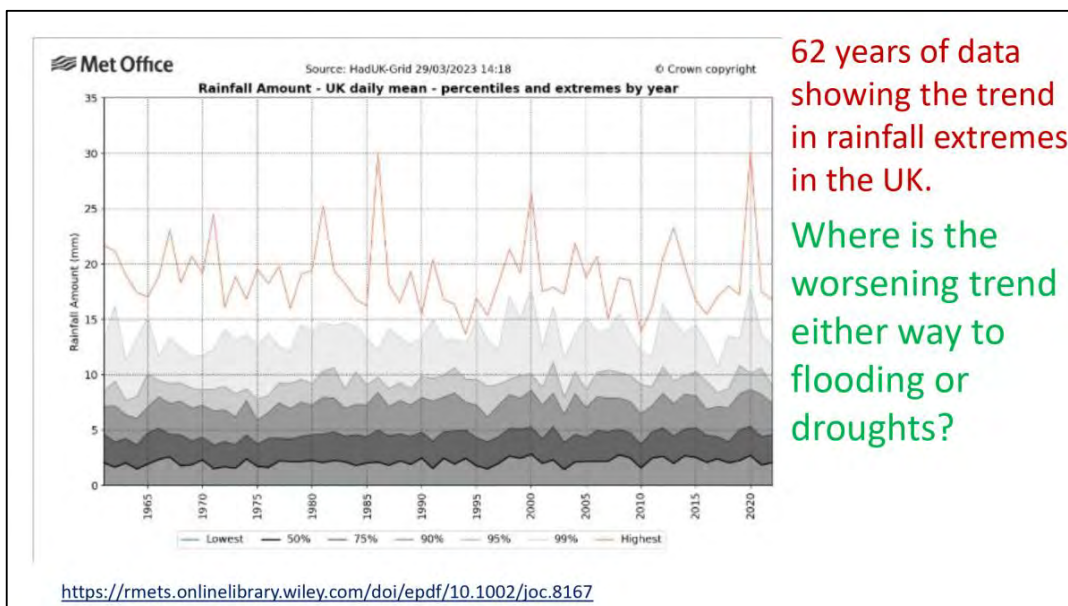
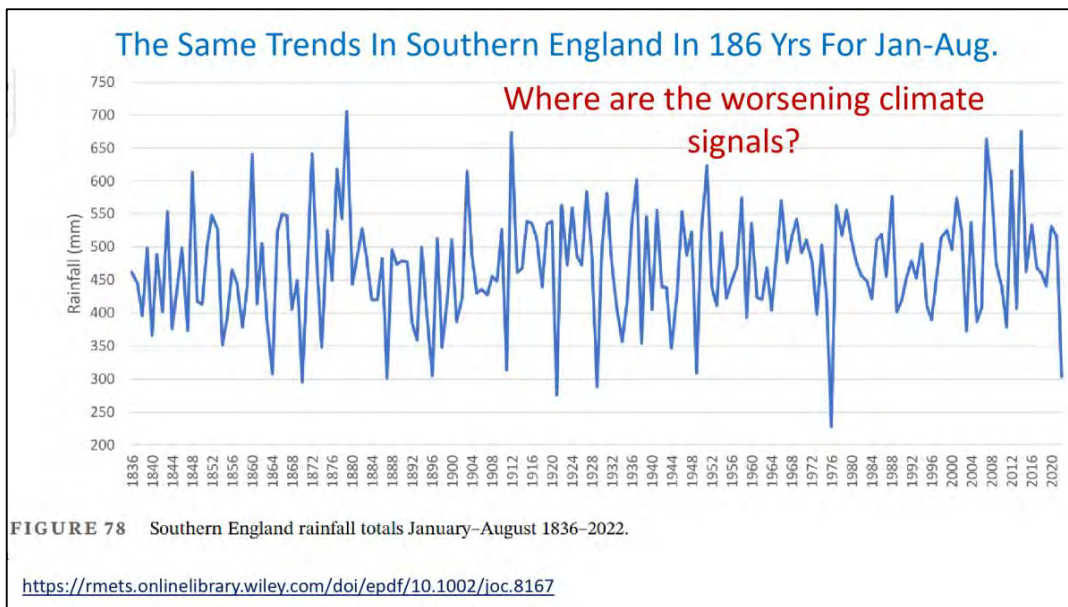
Five storms geographically bigger and with deeper barometric lows than Cyclone Gabrielle struck New Zealand between 1868 and 1890, revealing that what we call a 1-in-250yr event was actually closer to a 1-in-4yr event back then

## In The SDC’s Own Report There Has Been No Increase In Extremes In Rainfall



Time series of annual frequency of high rainfall for 126 rainfall sites within 10 km of the Selwyn District (NZ) over 110 yrs. The red line is the mean.

IMPACT OF CLIMATE CYCLES AND TRENDS ON SELWYN DISTRICT WATER ASSETS Helen Rutter (Aqualinc Research Ltd); Murray England (Selwyn District Council); Tim Kerr (Aqualinc Research Ltd)



**Prof Steven Koonin, past Under-Secretary in the  
Dept of Energy during the Obama presidency, quotes  
the IPCC's 5<sup>th</sup> Assessment (2013)**



Now a professor at New York University and  
a fellow at the Hoover Institution,

<https://www.youtube.com/watch?v=I90FpjPGLBE>

IPCC says that  
:hurricanes and tornados  
show no changes attributable  
to human influences.

: we don't know if floods  
globally are getting better,  
worse or doing nothing at all.

The 6<sup>th</sup> Assessment (2021)  
doesn't change anything that  
is in the 5<sup>th</sup> Assessment.

## **Conclusion About Claims 1 & 2.**

The IPCC and international and local records show  
these claims are unfounded.

The paucity of supportive information explains why  
the Aqualinc report is only prepared to say that  
flooding may increase in the future.

That is hardly definitive for making policy  
impacting on time frames to vacate the USH.



## Let's Scrutinise The Claims (cont)

### Claim 3.

Sea level rise doubled between 1961-2000 vs 1900-1960

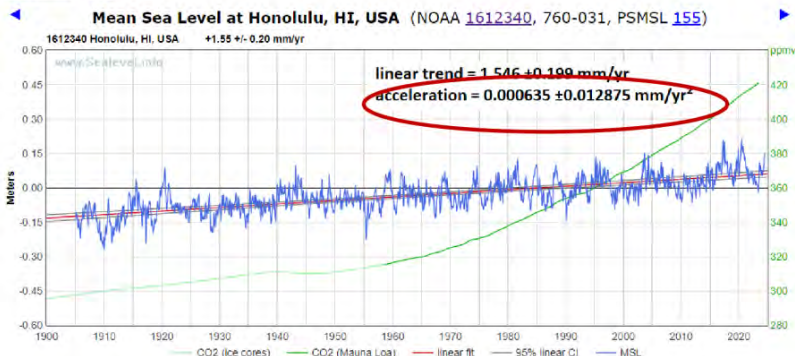
IPCC, the UN body whose task it is to find evidence for climate change, stated

- "No significant acceleration in the rate of sea-level rise during the 20<sup>th</sup> century has been detected" (Church et al 2001 – Changes in Sea Level In: Climate Change 2001: The Scientific Basis. Contribution of Working Group 1 to the Third Assessment Report of the Intergovernmental Panel on Climate Change pp 639-693.)

## Honolulu – No Acceleration In Rate Of Sea Level Rise

sealevel.info/MSL\_graph.php?id=Honolulu

Sealevel.info → Data → 1612340

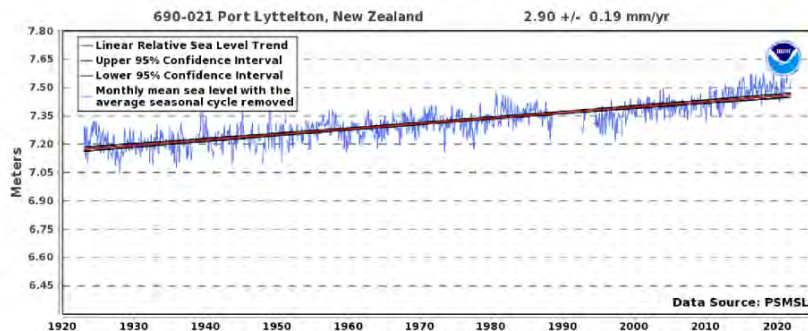


Acceleration of  $0.000635$  mm/yr<sup>2</sup> is no acceleration for 125 Yrs

Despite An Increase In CO<sub>2</sub> Of 125 ppm.

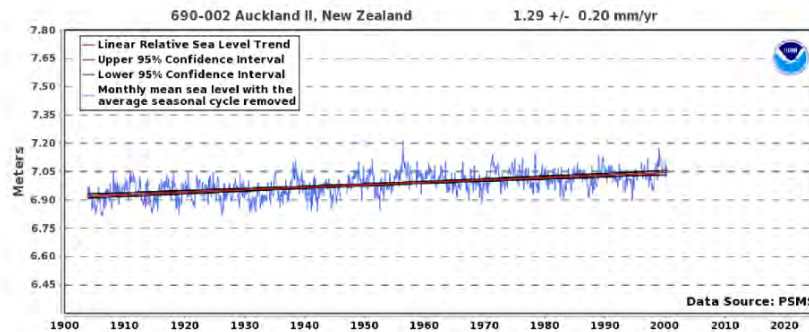
[https://sealevel.info/1612340\\_Honolulu\\_thru\\_2024-07\\_vs\\_CO2.png](https://sealevel.info/1612340_Honolulu_thru_2024-07_vs_CO2.png)

## Lyttelton's Rate Of Sea Level Rise Hasn't Changed in 100 Yrs



[https://tidesandcurrents.noaa.gov/sltrends/sltrends\\_station.shtml?id=690-022](https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=690-022)

## And Neither Has Auckland's



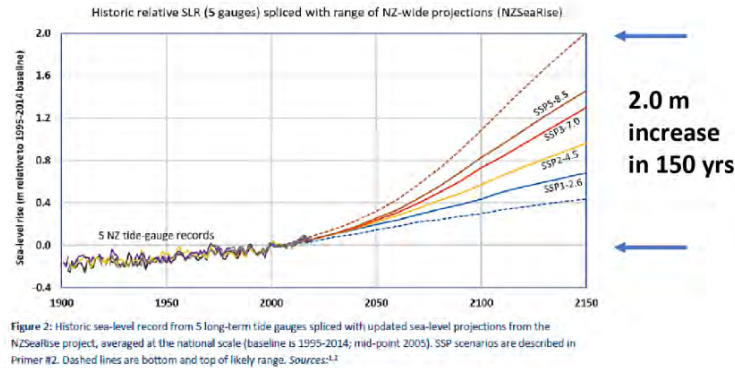
[https://tidesandcurrents.noaa.gov/sltrends/sltrends\\_station.shtml?id=690-002](https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=690-002)

## Conclusion About Claim 3.

The IPCC, overseas and NZ sea level data,  
conclusively discredit Claim 3.  
i.e. there is no increase in the rate of sea  
level rise.  
Claim 3 is fear mongering

## Let's Scrutinise The Claims (cont)

**Claim 4.** Depending on the model used & any reductions in emissions, sea level could increase by up to 2.0 m by 2150.



### Some Explanation Of Terminology Is Needed Before We Progress

#### The Intergovernmental Panel on Climate Change (IPCC)

releases Assessment Reports (AR's), the latest was released in 2021 & is called AR6, the previous one in 2013 is called AR5

Coupled Model Intercomparison Projects (CMIP's) are a compilation of the results from climate modelling groups from around the world. Their information is included in AR reports e.g. CMIP6 data is in the AR6 report.

RCP's (Representative Concentration Pathways) in AR5 have been changed to SSP's (Shared Socioeconomic Pathways) in AR6.

RCP8.5 refers to a radiative forcing of 8.5W/m<sup>2</sup>

RCP2.6, RCP4.5, RCP6.0 & RCP8.5 have become SSP1-2.6, SSP2-4.5, SSP4-6.0 & SSP5-8.5

<https://www.carbonbrief.org/cmip6-the-next-generation-of-climate-models-explained/>



## What RCP (SSP) Figures Is NZ Officially Using?

### Climate change projections for the Canterbury Region



Prepared for Environment Canterbury

February 2020

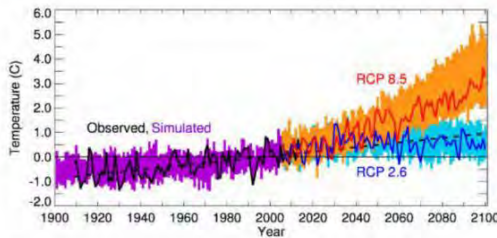


Figure 1-7: New Zealand Temperature - historical record and an illustrative schematic projection illustrating future year-to-year variability. (See text for full explanation). From Ministry for the Environment (2018).

The report says

"The NIWA report looks at two scenarios: RCP4.5 (which could be realistic if immediate global action is taken towards mitigating climate change) **and RCP8.5 (sometimes called the 'business-as-usual', where emissions continue at current rates)**".

See for yourself from NIWA's own data, does RCP 8.5 look like "business as usual"?

Obviously not, but RCP2.6 should be labelled "business as usual".

## Do The Models Correlate With What Is Happening Around The World

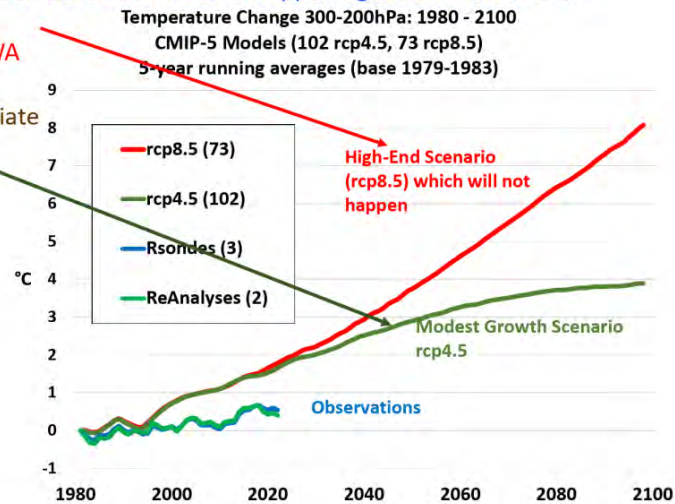
RCP8.5 is obviously not "business as usual" as NIWA says.

RCP4.5 is also not appropriate

Data Provided By Prof John Christy (pers. comm)

Distinguished Professor,  
Atmospheric and Earth Sciences  
Director, Earth System Science  
Center  
Alabama State Climatologist  
The University of Alabama in  
Huntsville

He won a prestigious science award while at NASA for putting the satellite into space to measure the earth's temperature.



We are 1/3 of the way from 1980 to 2100 and the models are already significantly in error – something needs to be fixed

## Based On Modelled Temperature Increases This Is What The Models Are Predicting For Lyttelton's Sea Level According To The Ministry For The Environment (MfE).

Council 13 March 2024 - Public Agenda

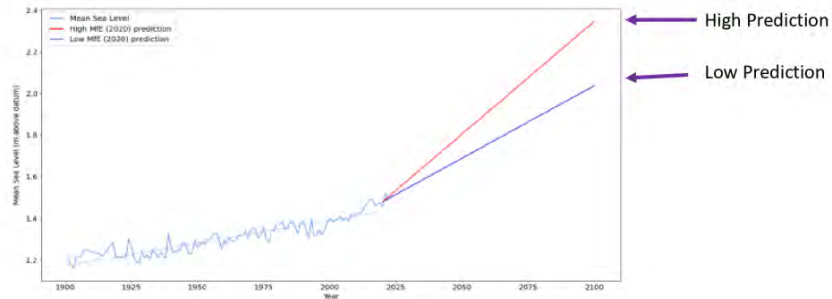
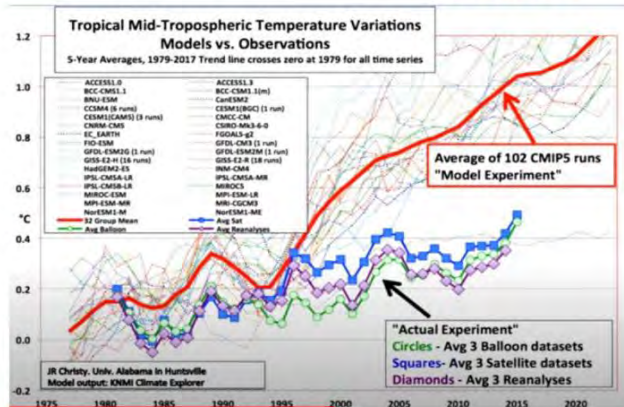


Figure 22. Measured and projected changes in mean annual sea level at Lyttelton: 1901-2050.

[https://www.selwyn.govt.nz/\\_data/assets/pdf\\_file/0003/2141364/13-March-2024-Part1.pdf](https://www.selwyn.govt.nz/_data/assets/pdf_file/0003/2141364/13-March-2024-Part1.pdf)

## Governments & Councils Are Using Climate Models With 200%-400% Error In Predicting Historic Temperature To Make Future Predictions



The models have an error of >200% compared to actual records from weather balloons & satellites.

The scientist referenced below won a prestigious science award when he was at NASA, for putting a satellite into space to measure the earth's temperature.

<https://www.youtube.com/watch?v=l8hdE3eZ6vs&feature=youtu.be>

## Why Are The Models So Wrong.

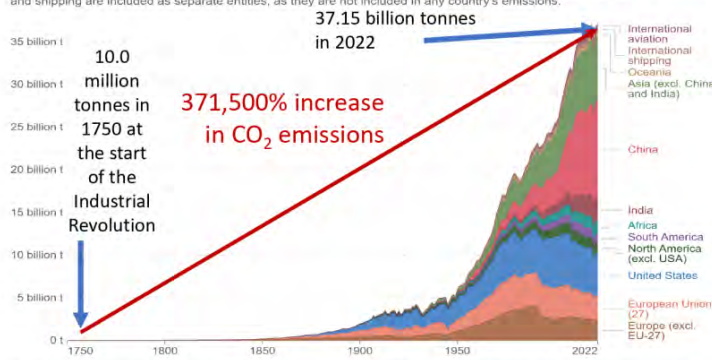
Because they think CO<sub>2</sub>, methane & nitrous oxide noticeably increases the earth's temperature. Even the IPCC says that man's influence is no more than 1%. <https://www.youtube.com/watch?v=I90FpJGLBE>

The model authors haven't done their homework. The following slides explain what they got wrong.

## The Significant Increase In CO<sub>2</sub> Emissions Since The Industrial Revolution Began In 1775.

### Annual CO<sub>2</sub> emissions by world region

Emissions from fossil fuels and industry<sup>1</sup> are included, but not land-use change emissions. International aviation and shipping are included as separate entities, as they are not included in any country's emissions.

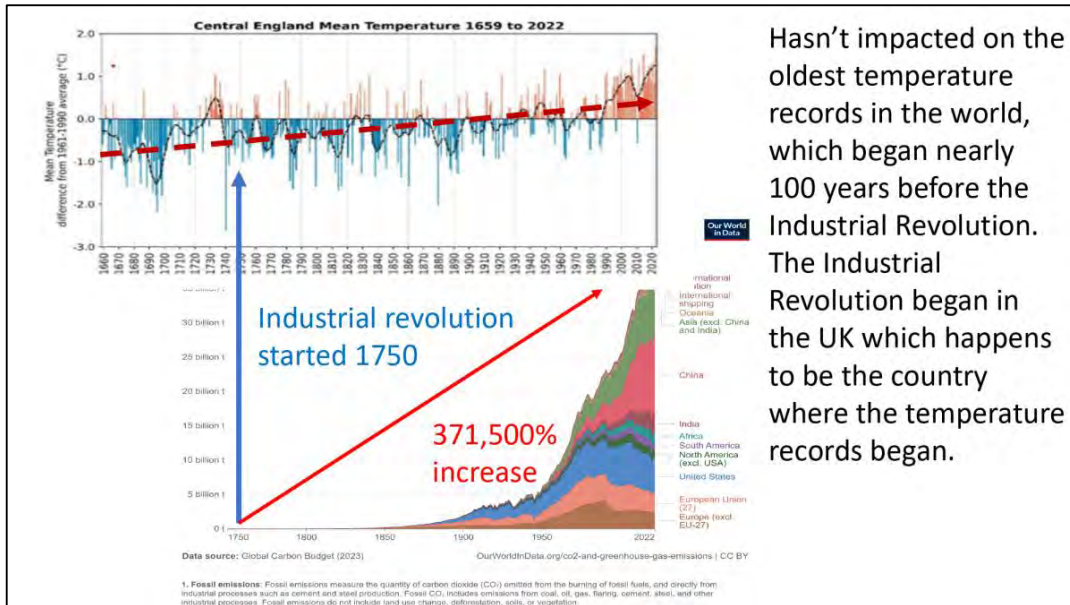


Data source: Global Carbon Budget (2023)

OurWorldInData.org/co2-and-greenhouse-gas-emissions | CC BY

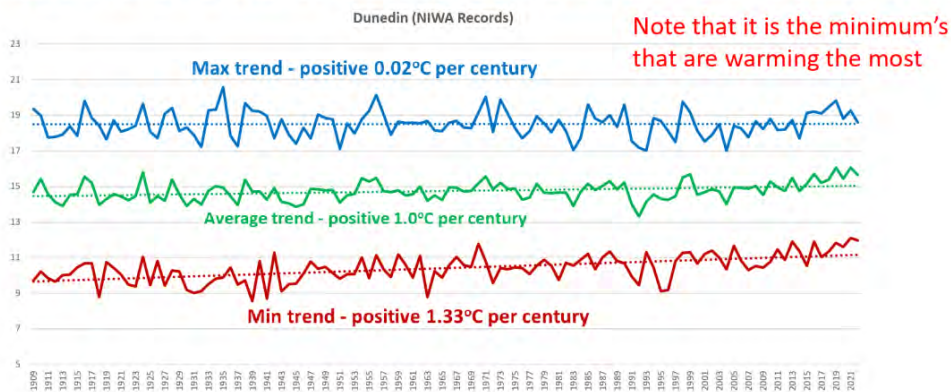
1. Fossil emissions: Fossil emissions measure the quantity of carbon dioxide (CO<sub>2</sub>) emitted from the burning of fossil fuels, and directly from industrial processes such as cement and steel production. Fossil CO<sub>2</sub> includes emissions from coal, oil, gas, flaring, cement, steel, and other industrial processes. Fossil emissions do not include land use change, deforestation, soils, or vegetation.



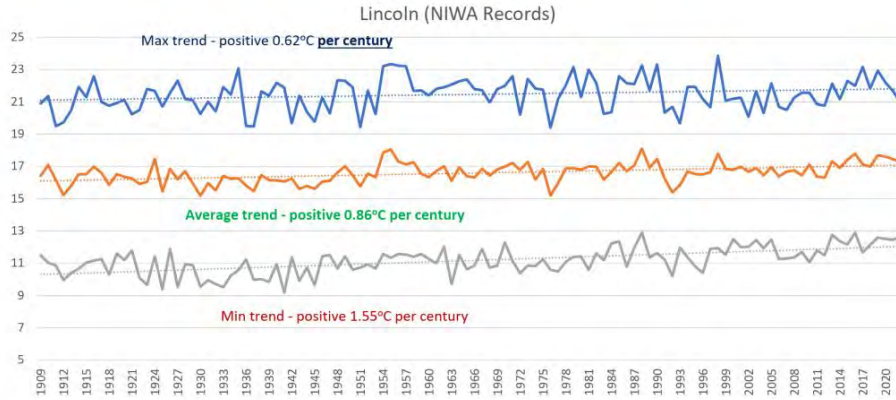


Hasn't impacted on the oldest temperature records in the world, which began nearly 100 years before the Industrial Revolution. The Industrial Revolution began in the UK which happens to be the country where the temperature records began.

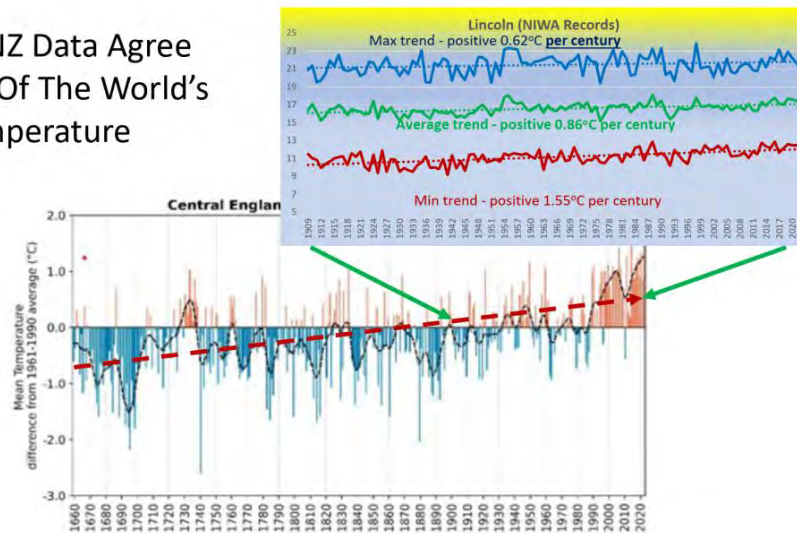
As In The UK, Figures From Dunedin (NZ) Since 1909 (NIWA Data) Also Show A Linear Increase In Temperature. 113 Yrs Of Data Show No Correlation To Emissions.



## And The Same For Lincoln (NZ) Since 1909 (NIWA)



Trends In NZ Data Agree With That Of The World's Oldest Temperature Records



<https://www.metoffice.gov.uk/research/climate/maps-and-data/cet-series>

## Conclusion About Claim 4.

The temperature models are totally discredited & should not be used to determine climate trends or rates of seal level rise.

Instead, the historic records should be used to give confidence that the gradual increase in sea level will not change.

On that basis, the rise in sea level will follow the blue dotted line until 2150 (in 125 yrs).

This means a rise of about 0.40 m by 2150.

Considering that the resource consent covering the opening of Lake Ellesmere (Te Waihora) to the sea, allows the lake to remain open until there is only 0.60 m.a.s.l. & that 1.05 or 1.13 m.a.s.l. are the preferred options to open the lake, depending on time of year, it is totally conceivable that the USH will not see flooding for at least 125 yrs, especially since it has never flooded since 1888 when it began occupation.

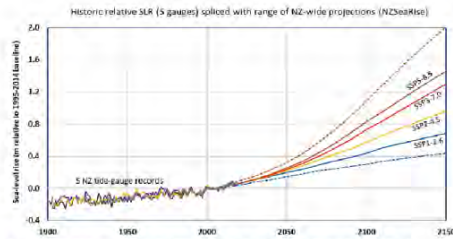


Figure 2: Historic sea level record from 5 long-term tide gauges spliced with updated sea-level projections from the NZSeaRise project, averaged at the national scale (baseline to 2000-2014; mid-point 2000). RCP scenarios are described in Primer 62. Dashed lines are bottom and top of likely range. Source:44

## Conclusion

In a survey of USH residents as reported by Lincoln University Masters student, Dalia Zarour (2019), Participant 6 said "We live in the Huts for the lifestyle and because we don't have the financial means to live elsewhere, especially living on the pension. The majority of the Hut's permanent residents are over 65 years of age and relocation is not always easy, but we are a tight-knit community and we always help each other's out."

With excellent historic data showing that climate models are grossly inaccurate, how can the SDC put USH residents under financial stress based on models?

The only tools that should be used are the excellent historic records and they give confidence that the slow yearly increase in sea level will not pose a flooding risk to the USH community for a very long time. Such a timeline will allow authorities to manage trigger points well in advance and with USH cooperation.

To understand why authorities are pursuing the eviction of their own people, despite ample evidence to defend constituents of their long term tenure, this documentary may provide an insight. <https://theagendafilm.com/>

"The effects of high lake levels due to climate change on lakeside communities and adjacent land use Case study: Lake Ellesmere/Te Waihora" - Dalia Zarour (2019)

## Submitter Number: 17

**Full Name:** Rupert Kuhlmann

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I'd like to have the area occupied

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)

[Please explain the reason for your selection:](#)

---

**Do you have any other feedback on licence terms?**

No

---

**Please add your comments**

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The area seemed to be accessible during recent flooding events

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Nothing

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

Why?

---

**Please add your comments:**

When will this bond be applied to other district residents?

---



**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Same as for all other buildings in the district

---

**Please add your comments:**

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

Why would council do that here differently than elsewhere in the district?

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Same as for all other residents in the district

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 138

**Full Name:** Chris Rossiter

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

None of the above options are acceptable or even legal. The Reserve on which the Upper Selwyn Huts stand is gazetted "Special Purpose Reserve, Hut Settlement". As such, SDC has a moral and legal obligation to protect and enhance the reserve for that stated purpose. There has been no reason supplied for a finite term.

I refer you to Claire Lenihan's opinion dated 20 June 2025. Specifically, points 37 through 43.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The above reasons are arbitrary and open to abuse by Council staff. As a matter of fact, in my 22 years of residence at the Upper Selwyn Huts, Road access down Days' Rd has only been cut off twice by flooding. The idea of the road being left unrepaired after any event is laughable as road access is a core Council responsibility.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

My house was a new build 15 years ago and still has a sale for removal value. Additionally, there is no legally justifiable reason to enforce it's removal.

---

**Please add your comments:**

This would be the only settlement in the Selwyn district to have a bond for removal clause. It is therefore discriminatory in the extreme!

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Not at all

---

**Please add your comments:**

Again, this would be the only community in New Zealand to require such an intrusive process. Totally discriminatory!

---

**Do you think the checklist covers the right things?**

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

There should be no such inspection.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

There should be no such inspection.

## Submitter Number: 73

**Full Name:** Helen Colenso

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

Received  
Customer Service

16 JUL 2025

Name: *RL*

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* *HELEN*

Last name\* *COLENSO*

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder  
☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

*I am a 4th generation hut owner*  
☒ Other: *I travel from Auckland at least twice every year*

Upper Selwyn Huts | Consultation Document | 9

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

*Why would I select any of those options when they all arrive at the same outcome, the total demise of the USH.*

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*What do you base those choices on?  
I would like a term of 30 years  
renewable, with a further 30 years,  
unless agreed environmental triggers  
are experienced, forcing the termination  
of the licence.*

*Please refer to the legalities of the  
licence, with the attached letter from  
Clare Lenihan, with particular reference  
to the Road Act.*

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

*Refer to my attached paper*

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

*Future events should be  
attended to as, and if  
they arrive Jacobs report  
comments attached.*



[REDACTED]  
Subject: Q2

Date: 16 Jul 2025 at 11:30:04 AM  
[REDACTED]

Question 2:

You open question 2 with the comment, 'Council's priority is the safety and wellbeing of people in the community'. I challenge you to explain how that statement relates to the potential of your making people in the community homeless and consigning them, through the termination of the DoL, to an unfair and unnecessary possible life on the street? Is that really considering your community's safety and well being?

**2.1: flooding affecting access:**

Unimogs and other similar vehicles have never had problems access the USH. The USH have never been flooded, here I ask you to find flood water anywhere within the USH community in the aerial photo of the area. As well, within that photo there are 2 reasonably sized areas, namely the tennis courts and the domain. In the domain there is a cricket-pitch sized concrete strip. So it is not beyond the realms of possibility that, if necessary, a helicopter could land in either of those places, should such an emergency arise that necessitates the imminent removal of any person.

Cutting off access for 24 hours can hardly be regarded as sufficient reason to warrant an evacuation. What criteria has actually been used to make the decision that access IS either unsafe, or cut off?

It has been scientifically stated that by 2100 seasons level could be 1m higher. If it rises to 2m higher I am lead to believe that the USH will still be above that level.

Please credit residents with sufficient intelligence to either self evacuate or purchase sufficient provisions to last for many days, possibly weeks

**2.2 Destruction of road cutting off vehicle access:**

Surely one deals with situations as, and/or when they arise? Please do not carry a preconceived idea of how to treat any situation that has yet to arise. From the intersection of Pannets Rd and Days Rd, this portion of Days Rd I willingly concede is of a high standard, you pass many occupied buildings, farming, business, personal properties, before you get to Spackman Ave. then the USH, then a farmhouse, then the LSH, then a boat ramp, which btw, was built and financed, I am told, by the residents of the USH. This ramp is used by residents of both upper and lower huts, by DoC, by Ecan, by people fishing, by people using the lake for further scientific study. it is also used for school rowing training.

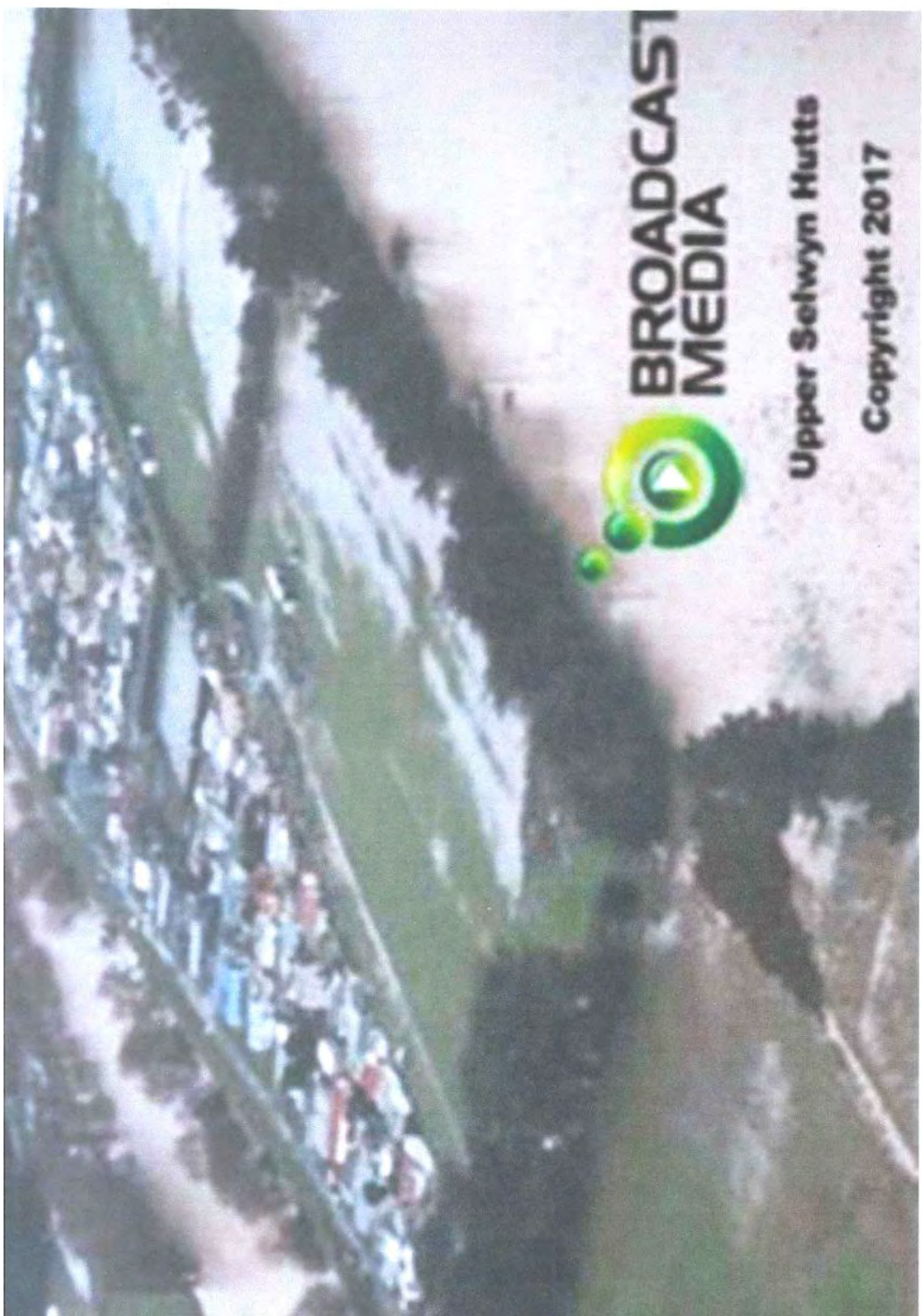
OVER

The importance of maintaining this road is further noted because Te Waihora, Lake Ellesmere is an internationally recognised bird sanctuary, especially for certain rare birds: Australian Bittern, Marsh Crake, and Kotuku (the Kotuku, white heron has been observed beside the USH). It is also a crucial stopover for migratory birds. It boasts the highest population in NZ of bird species, there being over 167 species, with 133 indigenous NZ species. Further, it is an internationally recognised eco system. The importance of maintaining the access road to this unique site cannot be over emphasised

As our committee has, and undoubtedly will, maintain a much appreciated watch on the river and the weather, I am very confident that any warning they inform us to be aware of, will give us all the chance to either self evacuate or purchase the necessary provisions to enable us to remain in the village for several days, or perhaps even weeks.

### **2.3 Serious harm caused by a flood event.**

What class of event are you considering with this statement? I am confident that I have covered all such potential events in my previous comments contained in both 2.1 and 2.2



[REDACTED]  
Subject: Question 2.3

Date: 16 Jul 2025 at 11:38:31AM  
[REDACTED]

Further to the Jacobs report of March 2025.

"Should not be seen as a substitute for engaging with the whole community.

Trigger points. Before a retreat is finalised other options should be considered at length.

Mitigating options

Relocation/compensation if agreed trigger points necessitate the USH residents must leave

Remove 'finite'

Uncertainty relating to when the impacts of climate change will be experienced.

There is limited earnings among 50% of the population making it extremely difficult for those residents to establish themselves elsewhere



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Council must consider the safety and well being of all the residents in the area which is covered by the governance of the SDC. Particularly community lead decision making, as was the norm prior to the SDC usurping our committee.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

No situation requires the payment of a bond, as there may never be an event occur that necessitates the destruction of the USH

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Should it be necessary to cancel the licence then, with the setting of an appropriate date, a bond may be set. But I believe a bond should never be imposed, in the first place.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

Is this inspection process imposed on any other homes in the SDC district? Every home should be treated identically

Do you think the checklist covers the right things?

☐ Yes ☐ No ☒ Not sure

Please specify what you would change:

Surely an initial inspection, should such a thing prove to be necessary, it must be a one-off inspection.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

As a 78 year old woman, I would expect physical assistance with anything that would require the strength I no longer possess.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

I MUST be present, I will insist on a written summary of <sup>what</sup> any INDEPENDENT inspector feels that it needs attention.

Clare Lenihan

20 May 2025. This letter has been updated for Upper Selwyn Huts Residents as it has been updated to reflect the latest consultation on future licence terms. It has been updated to reflect the latest consultation on future licence terms. It has been updated to reflect the latest consultation on future licence terms.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

Re: Upper Selwyn Huts – Council meeting 21 May September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

#### A. Licence Term options

*Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed). Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”*

#### Reasons:

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). The provisions in the ROLD Act authorising land use huts on the

80 Layard Street, Invercargill 9810 03 214 1674 027 577 6823 [clare.lenihan@environmentallawyer.co.nz](http://clare.lenihan@environmentallawyer.co.nz)

...granted as no lease could be granted under the relevant legislation at the time ... reserve, but granted for a term longer than 33 years. The RDA 1977 Act ... across these two issues. **There is no limit on term under that Act.**

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, *which also focus on the community*.

(iv) *The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>1</sup> (which is included as a condition of the lease or licence, perpetual or otherwise, for the same or any shorter term<sup>2</sup>. A renewal option might mean that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years if Council must then grant a further term of 33 years).*

(v) *When reading the RDA 1977 Act and relevant Reserves Act provisions together, Council can grant a licence for a term not exceeding 33 years, with or without a right of renewal<sup>3</sup>, perpetual or otherwise. Council has a discretion to decide the term (and greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically there is no limit on the total term of a licence for the USH under the Reserves Act 1977.*

(vi) *In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>4</sup>. Those dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>5</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>6</sup>.*

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 108 RDA 1977 and Section 61 Reserves Act 1977.

<sup>5</sup> In accordance with the RDA 1977 Act, Council can only grant a licence and a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

<sup>9</sup> Section 10(1)(a) Local Government Act 2002.



3

- (vii) Given Council must manage the reserve for its specific purpose, *and as a result* in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

#### B. Significance and Engagement

*Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.*

##### Reason:

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

#### Detailed reasons and background

##### A. Licence term options

###### (i) Council not bound by finite term under the Reserves Act 1977

*Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (DoC) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Department of Conservation v Attorney-General* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].

3

4

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (ROLD Act).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> "twenty perches"<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

4

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

The ROLD Act gives Council the power to grant a licence over the reserve but it does not mention the Reserve Act. The Reserve Act is still administered and managed under the Reserve Act 1977. Council must consider the term of any licence.

**Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserve Act which remains relevant in relation to the use, purpose and administration and management of the reserve.

#### *What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.
15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.
16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:
  - (i) the overarching purpose of the Reserves Act;
  - (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
  - (iii) lease and licence terms available for various reserve types under the Reserves Act.
17. Under the Reserves Act, the following terms can be granted:
  - (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

6

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
- (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
- (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>29</sup>.

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLA Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:

- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
- (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes; and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLA Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

<sup>34</sup> Section 10(1)(a) Local Government Act 2002.

6

*...finite term. Council should grant licences for a term consistent with the continued existence of the settlement.*

**Summary:** *Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. Under the ROLD Act – Guidance under the Reserves Act indicates 1 Licence can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2019 – to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.*

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:
  - (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*
26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*
28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."
29. Section 5.4 sets out:

"The consultation asks the following two questions:

  - (i) Please select your preferred licence term from the options below
    - o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    - o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    - o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2019.  
<sup>36</sup> Section 10(1)(a) Local Government Act 2019

<sup>37</sup> Page 29



(ii) Do you have any other feedback?"

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
- (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.

32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:

- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
- (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.

33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.

34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.

35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

#### (iii) Purpose of the reserve and historic values

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show the risk is not as significant as previously thought. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

9

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas for such local purpose or purposes as are specified in any classification of the reserve.

#### *Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect."<sup>44</sup> "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"<sup>45</sup> is defined as "a group of people living in one locality".<sup>46</sup>

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):

- (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
- (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ... (a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.  
(iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994

9



10

(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently** occupy the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are... **historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and

46. These specific values also link to the purpose of the reserve, which focuses on the community.

47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

10

11

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

(v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;

(v) There are specific historic values of the reserve relevant to consider, which to include focus on the community.

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

11

12

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) ~~Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>55</sup> and promote the social, economic and cultural well-being of the community both now and for the future<sup>56</sup>.~~

(viii) Given the reserve purpose is "hut settlement", ~~and in accordance with the broader purposes of the Local Government Act 2002~~ in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

~~55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed). Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate.~~

~~Triggers with no end date, relying on environmental conditions.~~

#### B. Significance and Engagement

Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirily Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>55</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.  
<sup>56</sup> Section 10(1)(a) Local Government Act 2002.

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence  
<sup>56</sup> Section 5.2 of the Council Agenda.

12

#### Appendix One – Section 61 Reserves Act 1977

##### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under ~~section 40~~, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the ~~Public Bodies (Leases) Act 1969~~.
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

---

# BREAKINGVIEWS.CO.NZ

---

The Breaking Views blog is administered by the New Zealand Centre for Political Research at NZCPR.com. The views expressed are those of the author alone.

(Move to ...)



WEDNESDAY, JULY 2, 2008

## Zoran Rakovic - A New Crown, The Same Sword: Power, Hypocrisy, and the Eviction of Selwyn Huts



*Ngāi Tahu now owns the land—but the people in the huts must go. We ask: when power changes hands, does justice follow?*

Opinion: The settlers of Greenpark Huts did not descend from mountaintops with deeds of conquest. They arrived with huts and hope, making lives on the muddy fringes of Lake Ellesmere / Te Waihora. Through decades, generations came to treat those huts not as property but as places of meaning—battered perhaps, but woven into the fabric of ordinary New Zealand life. And now, as ownership passes fully into the hands of Ngāi Tahu, the story is coming to a bitter end. Eviction notices. Legal wrangling. No renewal. No negotiation. Just the cold mechanics of removal.

This is not just a dispute over leases. It is a confrontation with the uncomfortable truth about power—what it does to people, and what it reveals about those who once demanded justice and now dispense it.

George Orwell, in his fable *Animal Farm*, wrote that “All animals are equal, but some animals are more equal than others.” That line was not about pigs or politics, but about how revolutionary ideals collapse when a new group gains control. Ngāi Tahu, long cast as the wronged party in colonial history, stood for years as a symbol of restitution. They spoke the language of partnership, dignity, and collective memory. But now, facing down working-class residents at Greenpark Huts, the tribe’s sword appears not restorative but merciless.

Where is the mana of those families who have lived on this land for generations, often longer than some tribal members have held any direct connection to it? The residents are not foreign occupiers, but ordinary New Zealanders. They are teachers, builders, pensioners—those who

built their lives on leased ground with trust that their tenure was understood, even honoured. And now, with little fanfare or public dialogue, their time is up. It is all legal. That's not the question. The question is: is it just?

*fooco*  
Michel Foucault would remind us that power does not merely repress. It produces truths, realities, and legitimacies. Once a group gains institutional status, it speaks with the voice of reason, of necessity, of order. Ngāi Tahu, through corporate entities and state partnerships, now operate not as victims of colonialism but as administrators of it. The tribe's representatives enforce rules and evictions in the same language the Crown once used: "the terms of the lease," "resource management," "ecological values." The script has not changed—only the actors.

*nee buir*  
(Reinhold Niebuhr) saw it clearly: "Groups tend to be more immoral than individuals." A tribe, like a nation-state, may posture as moral but act with cold calculation. The ethic of compassion that an individual might show—the conversation, the delay, the accommodation—is often erased once the group dons the uniform of legitimacy. The same Ngāi Tahu that advocates for recognition of ancestral lands and intergenerational trauma now appear unmoved by the same claims from those living in huts at Greenpark. No tikanga applies to them, apparently. No stories are collected. No manaakitanga. Just the bulldozer of procedural authority.

Frantz Fanon warned that the post-colonial elite often adopts the logic of the former colonisers. "The national bourgeoisie... reveals itself incapable of great ideas or of inventiveness. It chooses the most comfortable solution: the return to the status quo." What are these evictions but a repetition of the colonial playbook, now in tribal hands? The state steps aside, content that it has "settled" historical grievances, and a new structure arises to do what the old one once did: declare who belongs and who does not.

Let us be blunt. If this is a preview of future bicultural governance, then it is a troubling one. Where are the compassionate resolutions? The shared stories? The willingness to reconcile co-existence, not just with law, but with memory? Ngāi Tahu's silence on the matter is its own verdict. Their power has found its voice, and its voice speaks in terms the evicted residents recognise well. But they thought such things came only from Wellington, not from the iwi whose story had once paralleled their own.

Christopher Lasch wrote of the moral narcissism of elites—how those in power dress their interests in the garb of virtue. Ngāi Tahu, with its glossy annual reports and sustainability branding, plays a double game. It speaks the language of victimhood to the state, but to the weak—to the elderly man being evicted from his lakeside hut—it offers only cold logic. And in doing so, the tribe slips from its symbolic role as cultural custodian into something far more worldly: a landlord.

Jonathan Haidt would call it moral tribalism. We defend our own, justify our actions as righteous, and ignore contradiction. Groups rarely see their hypocrisy, because to see it would mean to undermine the very myth that unites them. The myth of justice. Of rebirth. Of moral elevation after suffering. But the people of Greenpark are not a threat to Ngāi Tahu's identity or sovereignty. They are merely inconvenient. That may be the saddest truth of all.

Antonio Gramsci warned that hegemony is not maintained by force alone, but by consent—by moral leadership. A ruling group secures dominance not by coercion, but by presenting itself as



the natural leader of a shared vision. Ngāi Tahu could have seized that moment. It could have brought the residents into dialogue. It could have honoured the huts, not just as structures, but as living traces of a shared colonial history, however uncomfortable. But instead, it tightens its grip and hides behind contracts. That is not hegemony. It is cowardice.

Václav Havel might ask: What becomes of the powerless, when even those who once stood with them become indistinguishable from the bureaucracy they fought? The residents of Greenpark Huts have not been invited into conversation. They have not been offered a future on the land. They are simply erased. And all the while, the state watches with indifference, relieved that the burden has shifted to someone else.

We must not let sentimentality obscure the facts: the huts are real, the residents are real, and their removal is not a footnote in a tidy narrative of indigenous resurgence. It is a rupture. A clash between two histories—one newly powerful, the other long vulnerable. And we are left to ask: who, in this moment, holds the moral weight?

Edward Said once wrote that imperialism doesn't end when the empire retreats; it lingers in the mindset, in the categories of thought. When Ngāi Tahu exercises property rights with the same indifference as the colonial state once did, we are not witnessing decolonisation. We are witnessing mimicry.

None of this denies the legitimacy of Treaty settlements, nor the pain of Ngāi Tahu's dispossession. But legitimacy is not license. Historical trauma does not grant moral immunity. And when today's victims of eviction are ordinary citizens—not invaders, not corporations, but neighbours—the burden is on those with power to find a better way.

Alexis de Tocqueville feared that democratic groups would wrap coercion in the cloak of virtue. That a majority, or a moral elite, would claim the right to impose their will without acknowledging the humanity of those affected. That is the danger here. Not the law, but the spirit in which the law is used.

So where do we go from here? Perhaps this moment is a test. A test of whether power can ever be moral when passed to new hands. A test of whether biculturalism means shared stewardship or simply two governments, each capable of the same exclusions. A test of whether the language of mana, whakapapa, and tikanga can survive contact with corporate strategy and property rights.

If Ngāi Tahu is to be a model for indigenous empowerment in the 21st century, it must do better. It must show that justice means more than technical compliance. It must demonstrate that those who once demanded compassion can offer it, and that those who speak of mana can recognise it in others.

Otherwise, the eviction of Greenpark's hut dwellers is not just a local dispute. It is a prophecy. A warning about what happens when the wheel turns, and the oppressed become the administrators, and power once again writes history with an iron pen.

For a moment, the eviction of the Greenpark Huts feels like the stage curtains drawing back—not just on a local dispute, but on a possible, bleak future. It is as if the machinery of tribal governance, cloaked until now in rhetoric of healing and partnership, has flickered into view in

its stark operational form. Behind the polished Treaty settlements and cultural resurgence lies something colder: a system prepared to act with the same bureaucratic indifference and legalistic force as the colonial powers it once condemned. This moment, though small in scale, reveals the contours of a not-impossible future—one in which tribal authority, once borne from grievance and justice, evolves into an unyielding structure that speaks the language of mana but behaves with the levers of eviction. A future where the banner of cultural restoration conceals the workings of exclusion and economic control. It is not inevitable, but it is visible now, briefly, in this narrow spotlight—a dark silhouette cast upon the fragile idea of shared nationhood.

Zoran Rakovic

The huts may be cleared. The land may be silent. But the story will remain—etched not in lease documents, but in the public conscience. And the question it poses will haunt us: when power changes hands, do we maintain the same high moral principles—or reveal our real, not-so-nice self?

*Zoran Rakovic is a structural engineer with nearly 30 years of experience, who has helped design and strengthen buildings across New Zealand—particularly in Christchurch's earthquake recovery - while balancing life as a dad, granddad, and outdoor enthusiast. He blogs [HERE](#).*

at 6:45 AM

20004

5 comments:

Anonymous said...

Ngai Tahu sold most of their land.

July 5, 2025 at 9:33 AM

Anonymous said...

When you buy or get given property or land it is not yours. You just care for it into the future. If it has ancient trees or cultural art and you destroy them, the future is the poorer and so will be the current and future owners.

The trouble with many lawyers is that they appear to have no understanding of the new owners responsibilities for the future. If the current owners are also ignorant then we all become much poorer very quickly. Our current state of affairs is ignorant owners mixed with stupid lawyers. The solution is more wide ranging education for all, the question for now is do we have time for it to work! Looking back, probably not.

July 5, 2025 at 10:21 AM

Anonymous said...

Agree with anon 9.33.

The Crown was conned and it should be corrected.

July 5, 2025 at 11:01 AM

CXH said...

This is not a continuation of colonialism, it is a return to tribalism. If you are not part of the tribe you are an enemy at best. At worst you are too weak to fight, so get distain, you have no mana to care about.

This is the future we are looking at. Enemy or slave. Never accepted into a tribe. Looked down on for our weakness for giving back what wasn't owed.

July 5, 2025 at 1:30 PM

Anonymous said...

Showing kindness is considered weak in tribal society. That will show in any co-governance arrangement. And Willy Jackson says with a straight face that 'we have nothing to fear from co-governance' except that tribal rules dictate there is only 'winner takes all'. Just like Willy J's ancestors did to the Mori Ori on the Chatham Islands

July 6, 2025 at 9:38 PM

### Post a Comment

Thanks for engaging in the debate!

Because this is a public forum, we will only publish comments that are respectful and do NOT contain links to other sites. We appreciate your cooperation.

[Home](#)

[View web version](#)

Powered by [Blogger](#).

## Submitter Number: 68

**Full Name:** Fiona Ngakuru

**Organisation:**

**Wish to speak to the submission:** Yes

---

### What is your connection or interest to Upper Selwyn Huts?

Other

Joint ownership of home with husband Nathan. Nathan's name is on the licence.

---

### What is your interest in the area?

---

Council is seeking feedback on three different options for how long future licences should last.

### Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

---

### Do you have any other feedback on licence terms?

Yes

---

### Please add your comments

Without knowing a justifiable reason or reasons for a finite term I cannot agree to any of the above options.

All of the reasons that have been given to date, when looked at more closely, do not appear to have any substance to them.

- Wastewater - resolved.
- Climate change and groundwater – Ecan and the Aqualinc report show little risk until around 2080.
- Cultural reasons – mentioned last year but never discussed with us. If this is the real reason for terminating licences Council should have the decency to be open with us about it. Keep in mind too, Council has a duty to support our culture.

- Fire risk – From our discussions with Fire and Emergency NZ I believe they do not share the same concerns as Council. Additionally if there are genuine concerns around this, people do not need to be evicted from their homes. Education is all that is needed and we have been proactive as a community around this.
  - None of the above either individually or collectively justify an end date for us to live in our homes.
  - More recently Council has stated it cannot legally grant licence terms beyond 33 years. Contrary to this, our Barrister Clare Lenihan (opinion dated 20.06.25) clearly shows that Council can grant renewable terms under the relevant legislation with each term being 33 years or less.
  - Council have an obligation to preserve and protect the local purpose reserve for the purpose it is classified, that being, Hut Settlement.
  - Council has responsibilities to support our cultural, social and economic wellbeing now and into the future. Is telling us to move from our homes with potentially nowhere else to go really supporting our wellbeing?
- To that end, I am in support of a 30 year licence term with the rights of renewal for further terms of 30 years subject to environmental triggers. These specific triggers would need to be agreed upon.
- 

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The environmental events (triggers) listed here do not make sense to me. They are very broad and seem to be an easy 'get out' clause for Council to use.

- Road maintenance is not a reason to evict a community.
- Land movement is EQC jurisdiction and should be dealt with accordingly.
- I feel the community is really proactive with regards evacuations during a flood event. This could be made more robust if needed to ease Council's concerns.
- Civil Defence have confirmed they will always look for other means of access during a flood event if needed.
- The third one listed above is tricky. Of course I would never want anything to happen to anyone but is it fair to put an incident causing injury or death in a Deed of Licence for a whole community to sign as a reason to terminate licences, without even knowing what the circumstances were? For example, if someone does something stupid during a flood event, like jumps into the river and loses their life, is it fair the whole community pays for the irresponsible actions of a single individual?

Perhaps instead this one could trigger an independent investigation to determine if the huts are still safe to live in.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

That no one should lose their home due to road maintenance. Predictive events can be mitigated against and unpredicted events should not preemptively lose people their homes.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

I understand Council's desire to hold a bond. However, at this time, I do not see any reasons for ending our licences to live here so on that basis, I do not see a reason to pay a bond.

---

**Please add your comments:**

In 2050 or 2060 (ie closer to 2080 when Climate Change may have an impact on us living here) I would be okay with paying a bond at that stage.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

I cannot agree to regular inspections in any shape or form. I think we have been subjected to enough stress over the last year and a half. I see this programme as being another way to 'rub salt in the wound'. If Council enforces an inspection programme, for us it would mean more stress and the constant worry of if things are not kept up to Council's standards we risk potentially huge cost and/or losing our home. All we are asking is to be treated the same as the rest of the district. Nowhere else has a targeted programme like this and I believe Council is overstepping with regards its responsibilities. Council administers the land, you are not the landlord of our homes.



---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

Anything that is not already included in Selwyn District's Dangerous, Insanitary or Affected Buildings Policy.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Remediation of issues should not cost more than is practical with X number of years left on the licence. Timeframes for remediation should be very generous.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

**Clare Lenihan** LL.B. Mus8

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 ☎ 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002

- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### Reason:

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## Detailed reasons and background

### A. Licence term options

#### (i) Council not bound by finite term under the Reserves Act 1977

##### *Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].



7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002



7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*  
*o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7

*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:
 

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.



12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiriya Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

# **Appendix One – Section 61 Reserves Act 1977**

## **Section 61 Powers (including leasing) in respect of local purpose reserves**

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
  - (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
  - (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.



## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Nathan and Fiona Ngakuru  
[REDACTED]

Springston 7674.

27/06/25

**For: Selwyn District Council – Omission of 2019 Finite Decision During Purchase of**  
[REDACTED]

**(Without prejudice)**

Kia Ora [REDACTED]

We are writing to seek a remedy for the Council's omission of the 2019 finite decision to impose finite licence terms, which was not disclosed to us during our purchase in 2022.

Unlike others who purchased property at Upper Selwyn Huts after 2019, Nathan & I were living overseas at the time and had to rely entirely on the information provided to us by Council. We received a number of Council documents including the Deed of Licence, the Transfer to accompany the Deed and the Guide to buying a hut at the Upper Selwyn Huts. We also received email correspondence about the wastewater system and instructions to set up a direct debit for licence and rates payments. A LIM report was not required for our purchase and we did not request one.

Unfortunately, there was no mention in any of the documents or email communications that a finite term decision had already been made in 2019. We have written confirmation from our conveyancing lawyer that this decision was never disclosed or made known to us during the transaction.

As you will appreciate, there is recognised authority in New Zealand that public bodies owe a duty of care when providing specific information that individuals rely on. A material policy change of this nature should have been clearly communicated in the Deed of Licence and the Guide to Buying a Hut. We believe this amounts to negligence - and negligent misstatement by omission. The fact that this information is now included in Council's documentation for new purchasers further highlights that it was previously overlooked.

On a personal note, please understand that Nathan and I worked incredibly hard to create a home for ourselves and our children. We invested everything we had into the purchase of Billens Ave. This has now been completely undermined. We are left living day to day with a ticking clock over our heads - one that we didn't even know existed at the time of purchase.

We believe it would be appropriate for the Council to acknowledge this omission by offering some form of remedy. If support could be offered to help us relocate, we would be very grateful. This could be through a 'rent-to-buy' arrangement, or alternatively the security of social housing being made available to us.

We appreciate the sensitivity of this situation and respectfully ask that our request be treated in confidence. We are open to further discussion and look forward to hearing from you.

Thank you.

Kind regards,

**Nathan and Fiona Ngakuru**

We purchased in 2022 with no mention of the 2019 finite decision noted anywhere in our documentation. Please refer to letter to SDC from us dated 27.06.25.

The idea of perpetuity not being guaranteed is a very different scenario than the reality of what we bought into. There is already a ticking clock in motion that we did not know about.

You say 30 years is a long time. Let me ask you though, would you wait for the 29<sup>th</sup> year before making a plan?

I am not the type of person to leave things to chance. I have to have a plan and a realistic way of making that plan a reality. With this though, I am at a real loss.

Leaving the emotions aside, I have looked at our situation in a practical manner.

Mortgage? Having lost the equity in our current home, by the time we save enough for a deposit, we are then too old to qualify.

Rent to buy scheme? The criteria is very specific. According to Housing Foundation income must be between \$81,000 and \$110,000 and usually only for first home buyers. We do not qualify.

Social housing? According to MSD because we own our home here at the huts we do not qualify. If we sold we are then above the cash asset threshold. Either way, we do not qualify.

Private rental? One income family (young children and no family support network for childcare options). Not affordable even with rent subsidy up to \$200.

Knowing the above, I would ask Council to consider how it can support us? The above options may suit some (I really can't say) but they do not work for us.

During our drop in session we were referred to Salvation Army for support. However, after discussing our situation with them they have confirmed there is no practical support that they can offer us.

I know there is currently no rent to buy scheme in Selwyn but that doesn't mean there couldn't be one to accommodate the residents here? There must be something Council can do!?

I remain hopeful.

## Submitter Number: 67

**Full Name:** Nathan Ngakuru

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

None of the above options seem fair.

I still do not know the reason(s) for putting an end date on us living in our homes. All reasons that have been suggested by Council don't add up to a reason to evict the community.

Our Barrister Clare Lenihan has shown Council can grant renewable licences. Refer to Clare's opinion dated 20.06.25 attached.

As a community we ask for a 30 year licence term with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

I don't agree with these environmental events. They don't make sense.

Road maintenance is a day to day responsibility for all Councils so you cant just say it is too expensive to maintain Days Road just at our community and use it as a reason to evict us.

Judging on the May flooding across Selwyn, Upper Selwyn Huts are not the only place where access roads gets 'cut off'. Are those places being evicted too?

If someone gets seriously injured or worse during a flood event that should certainly be investigated to see what they were doing. If it was a case of their own poor judgement that led to injury or death, again that should not be used against a whole community.

---



**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Fix the road if need be. Consider how the stopbank is designed to flow flood waters across Days Road.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

I do not agree to a finite term therefore do not agree to a bond.

---

**Please add your comments:**

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

I do not agree to regular inspections, external or internal.

This programme is targeted and discriminatory. We should be treated the same as the rest of the Selwyn District.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

Anything that is not the same as the rest of the district.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Same as the rest of the district receives.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Handle the same as the rest of the district.

**Clare Lenihan** LL.B. MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 📠 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002



- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### Reason:

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## Detailed reasons and background

### A. Licence term options

#### (i) Council not bound by finite term under the Reserves Act 1977

##### *Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m2.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)



- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002

7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*  
*o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7

*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>

39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):

- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
- (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.

- (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994



(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

11

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

11



12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiri Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

### Appendix One – Section 61 Reserves Act 1977

#### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

---

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

Nathan and Fiona Ngakuru  
[REDACTED]

Springston 7674.

27/06/25

**For: Selwyn District Council – Omission of 2019 Finite Decision During Purchase of**  
[REDACTED]

**(Without prejudice)**

Kia Ora [REDACTED]

We are writing to seek a remedy for the Council's omission of the 2019 finite decision to impose finite licence terms, which was not disclosed to us during our purchase in 2022.

Unlike others who purchased property at Upper Selwyn Huts after 2019, Nathan & I were living overseas at the time and had to rely entirely on the information provided to us by Council. We received a number of Council documents including the Deed of Licence, the Transfer to accompany the Deed and the Guide to buying a hut at the Upper Selwyn Huts. We also received email correspondence about the wastewater system and instructions to set up a direct debit for licence and rates payments. A LIM report was not required for our purchase and we did not request one.

Unfortunately, there was no mention in any of the documents or email communications that a finite term decision had already been made in 2019. We have written confirmation from our conveyancing lawyer that this decision was never disclosed or made known to us during the transaction.

As you will appreciate, there is recognised authority in New Zealand that public bodies owe a duty of care when providing specific information that individuals rely on. A material policy change of this nature should have been clearly communicated in the Deed of Licence and the Guide to Buying a Hut. We believe this amounts to negligence - and negligent misstatement by omission. The fact that this information is now included in Council's documentation for new purchasers further highlights that it was previously overlooked.

On a personal note, please understand that Nathan and I worked incredibly hard to create a home for ourselves and our children. We invested everything we had into the purchase of Billens Ave. This has now been completely undermined. We are left living day to day with a ticking clock over our heads - one that we didn't even know existed at the time of purchase.

We believe it would be appropriate for the Council to acknowledge this omission by offering some form of remedy. If support could be offered to help us relocate, we would be very grateful. This could be through a 'rent-to-buy' arrangement, or alternatively the security of social housing being made available to us.

We appreciate the sensitivity of this situation and respectfully ask that our request be treated in confidence. We are open to further discussion and look forward to hearing from you.

Thank you.

Kind regards,

**Nathan and Fiona Ngakuru**

## Submitter Number: 36

**Full Name:** Iona Fea

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I have been following the situation at Upper Selwyn Huts closely for the past year or so because I have a family member that lives there. This person's life has been turned upside down with Selwyn District Council's mis-managed approach to the removal of the community from this land.

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

A fourth option needs to be added: that residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and



enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done, therefore any discussion of proposed event triggers is premature.

Mitigation options or solutions should be explored before considering events that will trigger retreat.

Specific triggers listed are inappropriate, vague and open to different interpretations. This indefinite language will allow for situations where Council has the power to terminate licences when the actual threat to the Upper Selwyn Huts community does not merit termination of licences.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Council should seek confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable. This consultation should then trigger a discussion on licence end dates and whether a fixed term would be more appropriate.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

I do not think there is any situation where a bond should be required of USH residents. A bond has not been required for 130 years, and where in New Zealand do residents need to pay a bond to Council to remediate their land while they continue to choose to live there?

Adding unforeseen and additional cost to residents at this time when their costs are already increasing is unthinkable. The idea of paying a bond for remediation at the very end of licence term should have been a term introduced at the very initial stages of the community being built. Not after it has progressed into a permanent community.

---

**Please add your comments:**

Introducing the idea of the community paying a bond at this stage is an egregious act. Council have already placed an enormous burden on USH residents, and have put them under immense pressure and stress by introducing the threat of losing their homes and their life investments within a few years.

If the idea of residents paying for remediation responsibilities were to progress, the development of that idea requires sensitive consultation with the community and should also be guided by laws and policies regarding human rights.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

None of these options

---

**Please add your comments:**

Upper Selwyn Hut residents should like to be treated like everyone else in the Selwyn District, with no threat of Council invading private homes of home owners. USH residents own their huts and homes and Council should only be able to inspect the condition of the land.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

The Council should only require external inspection to determine condition and to ascertain risk to the community and settlement. Therefore the "Building Condition - External" checklist could apply, but only for initial baseline checks.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Support and advice would be helpful from the Council if there are any issues needing attention and a realistic timeframe for repairs is essential.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

If the need for an initial baseline check were agreed upon, then this should only happen once. Homeowners should also have the right to have a support person with them on the day of the inspection.

This should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council's own Guiding Principles: "Ensuring that no one is made homeless".

## Submitter Number: 56

**Full Name:** John Adair

**Organisation:**

**Wish to speak to the submission:** Yes

---

email 9/7

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

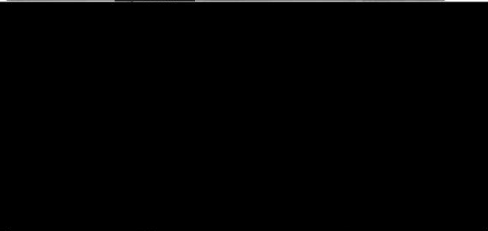
All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* John

Last name\* ADAIR



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

Upper Selwyn Huts | Consultation Document | 9





## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**  
No renewal.
- ☐ **A single fixed term of 30 years**  
No renewal.
- ☐ **Rolling 10-year terms**  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

All to different to existing.

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

33 years with right to renew as it has now.

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☒ No

Please explain your reason:

treat residents like any other SDC residents, are you making those above rules for everyone in SDC.

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

Earthquakes



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Same as any other resident in S.D.C.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☒ No

Please add your comments:

Any other resident in S.D.C require a bond?  
Freehold lots and the duty of care is gone.

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

most of the hut weren't built onsite the were transported by horse on trailers

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Treat the same as any S.D.C resident

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

As per any S.D.C resident.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

As per any other S.D.C resident



## Submitter Number: 72

**Full Name:** Graham Evans

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

I have not selected any of the above options as there is no selection for OTHER:

- 30 years with the right of renewal for terms of 30 years, subject to environmental triggers (specific triggers to be agreed)

Misrepresenting the ROLD Act 1924 and Reserves Act 1977, maximum lease term (renewals) in SDC communication. The SDC is failing its legislative obligation to protect the welfare and interests of hut owners and residents.

We particularly note that many of the residence and owners are quite financially and possibly socially vulnerable, and the huts and the community are very important to them.

The SDC is acting prematurely to terminate leases well before there is any risk of sea level rise impacting on the settlement for at least 50 - 60 years' time.

Licence Term: The SDC is not bound by any finite licence term and it can grant a licence for more than 33 years under the ROLD Act 1924 and the Reserves Act 1977.

The SDC is not bound by their resolution that hut licences are short term and ultimately finite.

Our current licence signed in 2015 and has now been rolled over since 2020 and clearly states our status as "Permanent" and is now to be revised prior to becoming active in July 2026.

The SDC legal team have not openly explained why the USH owners Barristers presentations on 21<sup>st</sup> May 2025 and again in June.

The reasons for the finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (waste & water) no longer applies.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

Flooding affecting Access: Placing a condition of more than 24 hours twice in 12 months period should NOT be used as a Term Ending requirement.

Investigate bunding the access road above the flood plain.

Dredge the excess single where the river floods the surrounding paddocks.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

If potential serious harm is considered to be an issue, then the voluntary is upgraded to compulsory evacuations. This is an issue that could affect many areas of the SDC, and would be treated by the texting, radio, and the use of police and other emergency authorities, therefore this is not an issue that should affect our presence any different from any other area of the Selwyn District.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Treat the Upper Selwyn Huts like every other area in the Selwyn District. We should not be ring fenced off from the rest of the community.

What the SDC is doing is implementing laws that apply solely to the USH, another reason that is seen as targeting a venerable community.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

All owners had paid rates and licence fees for 114 years when managed by a local board Springston South Domains Board and then the renamed Springston South Reserve Committee, which set a budget for yearly maintenance, projects, Caretaker and maintained the Deed of Licence.

One of the projects budgeted was the replacement of the old earthen ware reticulation pipes, essential to eliminate ground water seeping into the sewer. This project was not instigated before the SDC took over the administration of the Hut Settlement Reserve. Following repeated requests to the SDC the replacement programme has fallen on deaf ears.

We have been told that the new pump station and piping to the Pines will eliminate the need to replace the reticulation pipes. An issue which occurred in May of this year, when the flow from the ground water infiltration caused waste to be diverted to the holding pond just downstream from the Reserve.

Is the anticipated Bond money going into a trust, and is it to be calculated over 15 years, 30 years or longer?

Maybe the bond might go to the reticulation pipe line replacement, or any other unexpected project on the reserve?

---

**Please add your comments:**

Remove the requirement for a Bond, as it lacks trust that owners will and have retained maintenance of their properties and no other Councils have instigated a bond as a method of evicting people.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised  
Other

---

**Please add your comments:**

Most alterations to the huts have been permitted, any concerns over unauthorised building seem to have been quickly picked up on by Building Inspectors being called and building halted until appropriate building plans have been sent and approved by Council. This process has been applied in several cases I am aware of.

Can we be treated like the rest of the Selwyn District and be guided by the same regulations, with inspections **Only when there's a complaint or issue raised?**

---

**Do you think the checklist covers the right things?**

No  
Please specify what you would change

I don't believe that inspections need to be included in the DOL

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**  
Remove the Building Inspection from the DOL

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

If you are intent on continuing to include a Building Inspection, then I would only agree on an external inspection.

I have continued to maintain the buildings to a high standard and will continue to do so.



**Clare Lenihan** LJL 3 May 23

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 ~~May~~ June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - 2i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - 2ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

*Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”*

**Reasons:**

- 3i) Council is not bound by a specific finite term under the Reserves Act – ~~these licences are granted under the~~ Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the reserve were enacted as no lease could be granted under the relevant legislation at the time

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 • F 03 214 1674 • M 027 577 6823 • [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

2

<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

3ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).

3iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a community of people. There are also significant historic/heritage values to consider, which also focus on the community.

3iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>.

3v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, a licence<sup>5</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

3vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

3vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002

2

3

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

**Reason:**

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

**Detailed reasons and background**

**A. Licence term options**

**(i) Council not bound by finite term under the Reserves Act 1977**

*Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.
7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLDA Act**).
8. Section 168 of the ROLDA Act provides (**bolding mine**):

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Dunne Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].

3

- 11) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
- 22) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
- 33) ...
- 44) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
- 10i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - 10ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - 10iii) The licence shall contain such terms and conditions as the Council thinks fit <sup>19</sup>; and
  - 10iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that “No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions.”

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- 16i) the overarching purpose of the Reserves Act;
- 16ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- 16iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- 17i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.
- 17ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
- 17iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted"<sup>28</sup>.

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive– it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.



6

- 17iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>

18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.

19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.

20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.

21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:

21i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and

21ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.

22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates: 1 Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

<sup>34</sup> Section 10(1)(a) Local Government Act 2002.

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

6

7

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.

25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

25i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.

27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

"The consultation asks the following two questions:

29i) Please select your preferred licence term from the options below  
 o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?  
 o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?  
 o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

29ii) Do you have any other feedback? "

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.

31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7



8

- 31i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - 31ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- 32i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - 32ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

<sup>40</sup> Section 23 Reserves Act

8

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- 41i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - 41ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:  
  
The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ... (a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - 41iii) **Schedule 1 Item 12. Licence Type: Permanent.**
  - 41iv) **Schedule: Permanent licences terms and limitations on use:**  
The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.
42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994

*Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are ...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
- 45i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - 45ii) the group value of the USH is integral to its heritage significance.
  - 45iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - 45iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

**(iv) Powers and obligations of Council***Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", for the **particular purpose for which it was classified**<sup>49</sup>.
49. The functions of administering bodies include<sup>50</sup> to **ensure** the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to "ensure" the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

11

51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

**(v) Options**

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:

- 52i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
- 52ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
- 52iii) Option 3: Triggers with no end date, relying on environmental conditions.
- 52iv) Option 4: 5-year rollover.

53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration ).The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.

54. Given:

- 54i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
- 54ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
- 54iii) Council is not bound by its 2019 Resolution to only consider a finite term;
- 54iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
- 54v) There are specific historic values of the reserve relevant to consider, which includes a focuses on the community;
- 54vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- 54vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>;

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

11

12

54viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence, for a term consistent with the continued existence of the hut settlement

55. Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as "significant ", as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan

Barrister

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

13

#### Appendix One – Section 61 Reserves Act 1977

##### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

13

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

---

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.



ADVICE



To: Clare Lenihan, Barrister

Re: Upper Selwyn Huts – opinion on Selwyn District Council's funding decisions

Date: 22 July 2024

1. The Upper Selwyn Huts (**USH**) owners have requested advice on:
  - a. whether they should be charged Selwyn District Council's (**SDC's**) district-wide rates (**DWRs**) for sewer and water;<sup>1</sup>
  - b. whether they or the SDC should bear the cost for repair and/or renewal of the USH community wastewater reticulation; and
  - c. how the cost of the Pines wastewater treatment plant (**WWTP**) connection should be met.
2. I have prepared this advice on the basis that you will share it with your client. It has been prepared under some time pressure after considering information provided by you and Kirrily Fea in emails of 19 July 2024. I have also accessed SDC's Long-Term and Annual Plans, and Wastewater Bylaw. You also provided me with copies of the 2015 and draft Deed of Licences.

**Summary of advice**

3. Each of the funding decisions that you have asked me to consider should have a foundation in the Council's funding and financial policies, particularly the revenue and financing policy (**RFP**) applying at the time the decision was made. In my view SDC's analysis and policy statements in the policies do not provide a foundation for the decisions made. For the renewal and connection matters, it is not clear that the funding and financial policies have even been considered when the SDC made the relevant decisions.
4. The USH owners have some valid points to raise about the Council decisions on DWRs, particularly that Council's analysis does not explain the reason for different

<sup>1</sup> The Sewerage Targeted Rate and Water Supply Targeted Rate.

lizzy@jwbarrister.com

021-577 234

PO Box 128 Maungatāpere, Maungatāpere 0152

Member of Kate Sheppard Chambers katesheppardchambers.co.nz

funding treatment and that the Council has taken into account irrelevant considerations in its decision-making.

5. The Council's policies are clear that since 2009 the Council will rate-fund renewals for water and wastewater infrastructure. Even if that renewals approach was applied by analogy to the Licence Fee for the community reticulation, the Council should have since 2009 started building up reserves for the renewals of the wastewater reticulation infrastructure.
6. In terms of the cost of the WWTP Pipeline Connection, the Council's RFP indicates this should be funded by those using it over its entire lifespan and that as capital expenditure, rates funding is used, (particularly given that rates are a better tool than user charges to ensure intergenerational equity in funding).

#### Outline of advice

	Paragraphs
SDC's funding decisions analysis does not support excluding USH from DWRs	[7]
SDC's reasoning for decisions about which funding source is used	[8] - [21]
How SDC has given effect to targeted rates as a funding source	[22] - [29]
Observations on DWR decisions	[30] - [31]
SDC's renewals funding approach should apply to repair and renewal of the community wastewater reticulation	
SDC's responsibility for renewals	[32] - [39]
SDC's renewals funding policy	[40] - [43]
Observations on renewals funding	[44] - [46]
Policies strongly indicate DWR rate-funding for cost of Pines WWTP Pipeline Connection	[47]
	Page
Appendix One – Extracts from recent case law showing how the Courts review funding decisions	10
Appendix Two – Extracts from SDC's Wastewater Drainage Bylaw 2016	13
Appendix Three – Extracts from SDC's 2024 Financial Strategy	15
Appendix Four – Extracts from SDC's 2015 Financial Strategy	16

#### SDC's analysis for its funding decisions does not support excluding USH from DWRs

7. In my opinion, SDC's analysis for its funding decisions does not support its decision to exclude USH from DWRs.

*SDC's reasoning for decisions about which funding source is used*

8. The Council's decisions about which funding sources it uses to fund its activities are required to be set out in its RFP (sections 102(1), 102(2)(a) and 103 of the Local Government Act 2002 (**LGA 02**).<sup>2</sup> Broadly, there are two aspects to an RFP:
  - a. a statement of general policies about the funding of operating expenses and capital expenditure from the permitted sources of funding for local authorities (including rates, and fees and charges) – section 103(1) LGA 02; and
  - b. what is variously called “an activity analysis”, a “funding needs analysis” or “section 101(3) analysis” – section 103(3) LGA 02. Section 101(3) of the LGA 02 sets out mandatory relevant considerations that a local authority must consider when determining which funding sources will be used to fund its activities.
9. In full, section 101(3) of the LGA 02 requires:

**101 Financial management**

...

- (3) The funding needs of the local authority must be met from those sources that the local authority determines to be appropriate, following consideration of,—
  - (a) in relation to each activity to be funded,—
    - (i) the community outcomes to which the activity primarily contributes; and
    - (ii) the distribution of benefits between the community as a whole, any identifiable part of the community, and individuals; and
    - (iii) the period in or over which those benefits are expected to occur; and
    - (iv) the extent to which the actions or inaction of particular individuals or a group contribute to the need to undertake the activity; and
    - (v) the costs and benefits, including consequences for transparency and accountability, of funding the activity distinctly from other activities; and
  - (b) the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural well-being of the community.

10. The RFP adopted on 3 July 2024 (included in the agenda for SDC's meeting on that date, and adopted according to the unconfirmed minutes of that meeting) includes the extracts set out in **Attachment A** to this advice for the water and wastewater activities. I have annotated relevant parts. It appears the adopted LTP is not yet available from the Council's website.
11. The activities for which the analysis is done in the RFP are high-level: “water (community water supplies and water races)” and “wastewater, stormwater and land drainage”. This high-level approach has been used since 2015 and there is no legal issue with this approach in and of itself. It means the individual water and wastewater

<sup>2</sup> The RFP must be part of a long-term plan (clause 10 of Schedule 10 of the LGA 02).



schemes are considered as one in the analysis. There is no separate analysis for any individual scheme.

12. However, in my opinion, that approach to the activities means there is insufficient analysis to support charging USH for water and wastewater otherwise than through the DWRs.
13. For water, the activity analysis strongly indicates targeted rates as the funding mechanism for all customers for all schemes. "User charges as appropriate" is described as a funding source for operating costs for community water supplies (page 375), but it is not clear if this includes the Licence Fee nor when it is appropriate for user charges to be used. Similarly, for capital costs, this strongly leans towards targeted rates as a funding source for operating expenditure. While user charges is mentioned as a funding source to pay back borrowing for capital expenditure, there is no explanation as to when there might be preference for one over the other (also page 375).
14. For wastewater (page 376), it is even more clear that targeted rates are the preferred funding source. User charges are not mentioned as a funding source.
15. For both water and wastewater, there is no analysis to explain why some customers receiving the same or similar service will be charged using different funding sources.
16. Nor is it clearly discernable from the general policies (pages 359 to 363) as to why USH owners cannot pay for the service through targeted rates. Even in terms of the five steps for funding operating expenditure, point 2 on page 361, it is not clear why it is practical to recover a portion of the cost from USH owners as fees and charges (if that is what the Licence Fee is), and not for other customers. Nor are USH owners identified as particular exacerbators (who creates the need) for the activity over and above other customers.
17. In my opinion, there are also some technical deficiencies with the Council's approach to the activity analysis. The funding source should be determined after considering the matters in section 101(3)(a) and (b). The Council's approach is to set this out after considering only one of the five matters in paragraph (a) – the distribution of benefits (eg page 375). While the funding source and proportion is also stated at the end of the activity analysis, it begs the question as to whether proper consideration has been given to those other matters in reaching the decision. The Council also appears to apply the section 101(3)(b) overall impact consideration on an activity-by-activity basis, not overall for all activities as the subsection requires.
18. The overall impact consideration is where considerations of affordability are usually factored in. The cost to other ratepayers of including USH in the DWRs might be a reasonable reason for different treatment if it was recorded as such in the RFP analysis. Similarly, affordability concerns for USH owners might be a reasonable reason for using a particular funding source if identified and explained as such in the policy.

19. The Superior Courts have recently considered Auckland Council's<sup>3</sup> and Wairoa District Council's<sup>4</sup> revenue and financing policy decisions. Those cases concerned challenges to a particular targeted rate (Auckland Council) and a differential category and weighting (Wairoa District Council).
20. Since 1996 until these judgments were given, councils, in responding to challenges to their funding decisions have pointed to a decision of the Court of Appeal<sup>5</sup> which essentially states that councils have enormous discretion in making their funding decisions and that it is very hard to successfully challenge an RFP on the basis that it is unreasonable or irrational. The recent decisions preserve the discretion, meaning ratepayers/customers have no "right" to pay by a particular funding source. However, the cases also confirm the discretion is not unfettered and reiterated the obligations on councils to properly undertake the section 101(3) analysis to support their positions about the funding sources to be used.<sup>6</sup>
21. The *CP Group* case also reiterated that rates are a tax, not a system of user-pays<sup>7</sup>. In terms of SDC's approach, this begs the question that if 25 out of 26 water schemes and 16 out of 17 wastewater schemes pay for the service by a tax, why is one of the schemes paying for the same or similar service through user charges? The Council has not been able to explain this in its RFP.

*Giving effect to targeted rates as a funding source*

22. When targeted rates are to be used as a funding source, these rates must be described in a funding impact statement (**FIS**)<sup>8</sup> contained in either a long-term or annual plan (clauses 15 and 20 of Schedule 10 of the LGA 02). Relevantly this includes specifying the activity or group of activities for which the targeted rate is to be set (subclauses 4(a)). A FIS is also required to describe land liable for the rate (subclauses 4(b)), and the basis of liability (eg land value, per rating unit etc) (subclauses 4(c)).
23. A FIS must be consistent with the RFP, by virtue of section 23 of the Local Government (Rating) Act 2002. Section 23 requires that rates set must be consistent with the funding impact statement and the relevant provisions of the local authority's long-term plan (this is widely thought in the local government sector to be the RFP).
24. Given the approach to activities in the RFP, it is no surprise that the FIS describes the activities which the DWRs fund at a high level - "providing and maintaining sewerage treatment and disposal systems" and "providing and maintaining water supply schemes".
25. However, the FIS also shows the SDC is willing to set targeted rates on a smaller group of ratepayers for specific purposes relating to the water and wastewater activities – the

<sup>3</sup> *Auckland Council v C P Group Ltd* [2023] 1 NZLR 95; [2023] NZSC 53 (*CP Group*).

<sup>4</sup> *New Zealand Forest Owners Association Inc v Wairoa District Council* [2023] 3 NZLR 476; [2023] NZCA 398 (*NZFOA v Wairoa DC*).

<sup>5</sup> *Wellington City Council v Woolworths New Zealand Ltd (No 2)* [1996] 2 NZLR 537.

<sup>6</sup> I set out extracts from *CP Group* and *NZFOA v Wairoa DC* in Appendix One to this advice to give a sense of the approach the Courts take to cases challenging funding decisions.

<sup>7</sup> At paragraph [63].

<sup>8</sup> Often pronounced by those familiar with FISs as "fiss" (rhymes with hiss) or "fizz".

Sewerage and Water Loan Targeted Rates, and a sewerage investigation targeted rate before the 2024/25 year.

26. Looking at SDC's FISs for a few years, until USH was explicitly excluded from liability for the DWR in response to Buddle Findlay picking up the ambiguity in March 2019, in my opinion it is highly arguable that USH was within the description of land liable for the DWRs.
27. While the DWRs were not included in the examples of rating impact for USH (the examples are provided to meet the requirements of subclauses (5) of clauses 15 and 20 of Schedule 10), in my opinion that is not determinative of the matter. The omission could be read as a mistake and in any event, the examples cannot be the primary explanation of the land liable for a rate given the specific requirement identified in paragraph 22.
28. In my experience (including from advising many councils across the country on rating matters), when issues in FISs are identified to councils they usually resolve the matter in the ratepayer's favour, unless they can take steps to fix the FIS in the relevant rating year. Otherwise, any correction is made for and applies from the next rating year.
29. I also consider it reasonably arguable that the change suggested by Buddle Findlay was not in fact consistent with the RFP for the reasons identified above in paragraphs 13 to 21.

*Observations on DWR decisions*

30. In a proceeding before the High Court, the Court would consider the decision-making record, which is more than just the final adopted documents. It would include agendas and minutes, consultation information, submissions, possibly workshop material, and other items on the public record relating to the decision-making process. I note this as a caveat because the Council may be able to point to other information which gives context to the adopted documents or may make their final decisions look "less bad".
31. However, from what I've seen to date, USH owners have some valid points to raise about the Council decisions on DWRs, particularly that:
  - a. The decision is not supported by analysis – that is SDC has failed to support its funding decision in its RFP analysis.
  - b. This means the change to the FIS to exclude USH from liability for DWRs in 2019 was not consistent with the RFP.
  - c. SDC has taken into account irrelevant considerations in making the funding decisions for water and wastewater for USH, being: the nature of USH tenure and length of remaining tenure, and uncertainty about what future resource consent may require and the degree of upgrade required for wastewater. This becomes more egregious as time has gone on because the irrelevance of the considerations should have been recognised.
  - d. The decisions about the water DWR appear to have been tied to the irrelevant considerations about wastewater, which effectively makes them doubly irrelevant considerations. SDC was also advised in March 2019 about the



obligation to continue providing water services which exacerbates the different funding treatment from those ratepayers paying for the other schemes.

**SDC's renewals funding approach should apply to repair and renewal of the community wastewater reticulation**

*SDC's responsibility for renewals*

32. By community wastewater reticulation system, I mean the existing earthenware pipes from individual huts to the WWTP pipe connection point.
33. The usual legal position for an ordinary residential lot where the ratepayer owns both the land and any dwellings on it is that the owner owns and is responsible for any water and wastewater infrastructure on the property up to the point of connection to the council scheme.<sup>9</sup> The relevant council owns and is responsible for the scheme infrastructure from the point of connection. A council may provide financial assistance to property owners to upgrade private infrastructure, but primarily the cost rests with the owner.
34. The usual position is generally reflected in the Council's Wastewater Drainage Bylaw 2016. Relevant provisions of the Bylaw are set out in Appendix Two to this advice. There is some interchange in references to the "owner", "person" and the "customer". The "customer" is a person with a right to discharge and may not necessarily be the owner.
35. In 2021, SDC consulted on changes to this Bylaw, but the amendment appears not to have progressed, possibly due to the impact of the previous Government's three waters reforms. The material changes proposed related to the standards to which works must be completed.
36. Clause 13 of the 2015 Deed of Licence requires the Licensee to amongst other things: *"(d) keep any lateral pipelines which service the Lot in a state of good order and repair, free of any infiltration and obstructions; and (e) ensure that storm water is not discharged from the Lot into the waste water system. The cost of resolving any problems relating to a lateral pipeline are broadly to be borne by the licence holder or holders."*
37. Clause 16 of the Draft Deed of Licence provides the same and also includes as proposed clause 16.3 the following: *"For the avoidance of doubt, all reticulated water and sewage systems servicing the Reserve and the Lot, are and shall remain, the sole and unencumbered property of the Licensor, irrespective of the grant of, or the payment of any amount required under, this Licence."*
38. On initial consideration, the USH owners would appear to have the responsibility to maintain the pipes connecting their dwellings to the system and ensure stormwater is not discharged from the Lot to the system.
39. However, given the ownership situation, the matter of renewal of that infrastructure in my opinion sits with the Council as the owner. That is not to say the Council may not

---

<sup>9</sup> Ownership because the infrastructure becomes part of the land.



require customers to pay some of the costs, but any contribution from customers should be in accordance with its funding and financial policies, its accounting for renewals, and the principle that a local authority should avoid “double-recovery” in its funding decisions.

*SDC's renewal funding policy*

40. SDC's current approach to funding renewals (a capital expense) and depreciation (an operating expense) is described in: (a) the supporting information to the Financial Strategy<sup>10</sup> in the LTP 2024-2034 and (b) its RFP. Relevant extracts from the supporting information to the Financial Strategy are set out in Appendix Three to this advice.
41. The RFP also describes the Council's approach to funding depreciation and renewals and this is marked up on Attachment A.
42. These are broadly consistent in that renewals are funded from rates, reserves (presumably rate reserves built up for these purposes) and subsidies where available. There is an inconsistency in the period of calculation for renewals: the Financial Strategy says 30 years, but the RFP says 20 years. There is no separate analysis for USH.
43. The 2015 RFP included the same words about the funding of renewals. An extract from the 2015 Financial Strategy is included as Appendix Four to this advice. It provides useful historical explanation of the Council's renewals funding approach and the change the Council made in 2009 from funding renewals as the cost came up to rates funding renewals for water and wastewater over 20 years. I have not checked what the 2018 and 2021 LTPs stated.

*Observations on renewals funding*

44. It is unclear the extent to which SDC took into account its funding and financial policies and strategies when making the various renewal decisions (including 8 March 2024), as it should have done. However, in my opinion, the Council's funding policy is clear that it rate-funds renewals for water and wastewater.
45. In the time available, I have not been able to investigate the extent to which the Council has built up renewal reserves for wastewater infrastructure. However, for the reasons described above in relation to how the Council describes the funding of wastewater in its RFP, I consider USH owners are in a reasonably strong position to argue that renewal of the earthenware pipes should be funded by the DWR ratepayers. Even if the renewals funding approach was applied by analogy to the Licence Fee for USH, that would indicate that since 2009 the Council should have started building up reserves for the renewals of the reticulation infrastructure.
46. In the time available, I have also not been able to consider questions around the (regulatory) liability for stormwater infiltration into broken, end-of-life, pipes and discharge through the wastewater system (or whether this becomes a non-issue once

---

<sup>10</sup> A required part of an LTP (section 101A of the LGA 02).

there is connection to the Pines WWTP Pipeline Connection). This seems a matter on which we both have relevant expertise.

**Policies strongly indicate DWR rate-funding for cost of Pines WWTP Pipeline Connection**

47. This decision should also be made in accordance with the Council's funding and financial policies. Again it is unclear the extent to which this was done.
48. In terms of the RFP, and a common approach to funding level-of-service improvements, those customers benefiting from an improved level of service should expect to contribute to the cost.<sup>11</sup>
49. The RFP describes the relevance of the concept of intergenerational equity, which is one of the section 101(3)(a) considerations (section 101(3)(a)(iii)). In the general explanation of the funding of capital expenditure it says *"The third source considered will be rates. In considering the use of rates Council will be mindful of the balance between the principles of community affordability and inter-generational equity."* In the wastewater analysis itself, the Council's position is that the *"benefits of this function are ongoing."*
50. A decision to fund the cost of the pipeline connection from users by way of user charge in a shorter period of time than the lifespan of the pipeline is, on its face, contrary to the principle of intergenerational equity. This is recognised at paragraph 4.8 of the SDC's 4 March 2024 report, but not in the context of the RFP. Rates are a much better tool at achieving intergenerational equity than fees given the security of the rating base.
51. For the reasons described above in relation to how the Council describes the funding of wastewater capital expenditure in its RFP, I consider USH owners are in a reasonably strong position to argue that the pipeline costs should be funded by rates, not some kind of user charge, and by the District's wastewater ratepayers not just USH owners.
52. Thank you for the opportunity to assist with this matter. I am happy to discuss any aspect of this advice.

Lizzy Wiessing

---

<sup>11</sup> For strategic planning purposes, capital expenditure is often explained in terms of whether it is (a) meeting additional demand for an activity (eg growth, paid for by developers via development contributions); (b) improving the level of service for current customers; or (c) replacing existing assets – renewals.

APPENDIX ONE – EXTRACTS FROM RECENT CASE LAW REVIEWING FUNDING DECISIONS Footnotes omitted

1. PARAGRAPHS [62] TO [68] OF THE SUPREME COURT'S DECISION IN *AUCKLAND COUNCIL V C P GROUP LTD* [2023] 1 NZLR 35; [2023] NZSC 53

**The approach required [discussing a legality-type challenge]**

[62] ... The respondents' approach, which found favour with the Court of Appeal, does not reflect a number of relevant factors, namely, the nature of the rating decision; the flexibility afforded to local authorities to determine the sources by which funding needs are to be met and the means of doing so; and the text of s 101.

[63] In terms of the nature of the rating system, the observations made in *Woolworths* hold good, albeit aspects of the legislative scheme are different now. The Court of Appeal in *Woolworths* noted the choices given to local authorities in terms of the rating system adopted. Local authorities continue to have a choice as to rating systems. The Court in *Woolworths* also saw "force" in the submission for Local Government New Zealand, namely, "that it is implicit in the scheme of the legislation that a rating system in its diversity remains primarily a taxation system and not a system inherently based on a principle of user-pays". There have been no relevant changes in this respect. Finally, although discussing a differential rate not a targeted rate, the Court made the point that the very ability to impose a differential for the general rate presumes:

... the entitlement to discriminate as between types or groups of properties. The very concept of differential rates involves casting a heavier burden than justified solely by relative capital values on one sector rather than another.

Again, that analysis continues to hold true.

[64] As to the flexibility afforded to local authorities, that flexibility reflects the democratic mandate given to local authorities in s 3 of the LGA 2002. That broad mandate is underpinned by the various statutory requirements we have discussed for transparency and consultation.

[65] Of course a local authority has to properly consider mandatory relevant factors such as the benefits referred to in s 101(3)(a)(ii). But the statutory scheme of the Rating Act also supports the view there does not need to be an exact equivalence, or a close correlation, between the benefit and the rate imposed. For example, the relevant rating factors identified in sch 2 and sch 3 include features of the rating unit that may be unrelated to the benefit received from a particular activity.

[66] In addition, as the Court of Appeal in *Woolworths* noted, the rating decision will involve consideration of "imponderables" which means an "elusive search for a direct relationship between services and benefits" is not called for. The present case illustrates the point. There are real practical difficulties in undertaking the exercise contemplated by the respondents which envisages, for example, an itemised breakdown of the extent to which activities can be directly attributed to ATEED rather than, say, the accommodation providers' own destination marketing activities. As the Council submits, the task is further complicated because consideration of benefits may involve an intangible forward looking aspect as a local authority considers the intended or expected future benefits from an activity that is to be funded.

[67] Turning then to the terms of s 101 itself, we accept the submission for Local Government New Zealand that it is plain from the section that the allocation of liability for revenue via the rating system does not have to be undertaken by reference to the benefits of the activity as the defining criterion. That is apparent from the fact that s 101(3)(a) does not provide



for any one factor to take primacy. Subject to the reasonableness inquiry, "some" benefit, as here, may suffice.

- [68] It is possible that a particular factor may assume greater significance in an individual case in a factual sense, but even then the factors may pull against each other. To take s 101(3)(a)(iv), an example discussed by Local Government New Zealand in its submission, that requires the local authority to consider those who have contributed to the need to undertake the activity, in other words, those who have caused the need. That consideration may stand in contrast to the assessment of the benefits via s 101(3)(a)(ii). And s 101(3)(b), which requires the local authority to consider "the overall impact of any allocation of liability for revenue needs on the current and future social, economic, environmental, and cultural well-being of the community", must mean that the benefits to the targeted ratepayers is only a part of the analysis. That too tells against the idea that a close correlation between benefit and activity is necessary.

#### Unreasonableness

- [96] Further, the nature of rating decisions and the judgement to be exercised by local authorities in making them suggest an approach to judicial review in which the local authority as decision-maker is given some latitude in the rating decision. The point fairly made by Local Government New Zealand is that these are complex decisions, often not amenable to right or wrong answers, requiring the resolution of factual issues, the weighing of competing interests, and competing policy considerations. These decisions ultimately require judgement on the part of local authorities.

- [97] We also agree with the Council that there is no basis for distinguishing *Woolworths* on the grounds the present case involves a targeted rate not a differential general rate. Undoubtedly, there was some discrimination based on membership of a "target" group in *Woolworths*. And here, the considerations applicable to the exercise of the power (those in s 101(3)) are the same for general as they are for targeted rates.

- [98] *Woolworths* has, as the Council points out, reflected the position in New Zealand for over 25 years in the context of rating decisions. It appears to be both well-understood and to have provided a sufficient palimpsest or guiding standard for local authorities. We see no reason to depart from this settled position. The test is appropriate in a case such as this given the nature of the decision, and it is consistent with the processes and associated requirements for consultation and transparency in the statutory scheme and with the recognition of the democratic mandate.

#### 2. PARAGRAPHS [39] TO [43] AND [61] – [68] OF THE COURT OF APPEAL'S DECISION IN *NEW ZEALAND FOREST OWNERS ASSOCIATION INC V WAIROA DISTRICT COUNCIL* [2023] 3 NZLR 476; [2023] NZCA 398.

- [39] We draw attention to several relevant features of s 101. First, it establishes a general obligation to manage revenues and expenses prudently and in a manner that promotes the present and future interests of the community, and it insists that the local authority make adequate and effective provision to meet the expenditure needs identified in its long-term plan and, to the extent applicable, in its annual plans.

- [40] Second, the section prescribes that the local authority must determine the sources from which its funding needs are to be met and it allows the authority to decide which sources are "appropriate". The local authority must consider a list of matters before making that determination for any activity which is to be funded.

[41] Third, the list of matters is divided into two parts. The first, s 101(3)(a), focuses on activities to be funded. The second requires that the local authority make an overall assessment of the impact of any allocation of liability for revenue needs on the current and future social, economic, environmental and cultural wellbeing of the community.

[42] Fourth, the considerations in subs (3)(a) address outcomes, the distribution of benefits, the period over which the benefits will occur and the extent to which the actions or inactions of individuals or a group contribute to the need to undertake a given activity. So the local authority must consider, relevantly, who benefits from the activity and who contributed to the need to fund it. It may group activities for this purpose but must consider the costs and benefits (including any consequences for transparency and accountability) of doing so.

[43] It is implicit in s 101 that Parliament envisaged local authorities would exercise substantial autonomy, deciding where community interests lie, what activities should be undertaken to promote them, how activities will be classified and how expenditure needs will be funded. The obligations are expressed in a very general way and local authorities are to decide what funding sources are appropriate having regard to all the considerations listed in s 101(3), which include the community's social, economic, environmental and cultural wellbeing. These decisions are to be informed by community preferences revealed through process obligations designed to ensure the community is consulted beforehand and can hold decisionmakers accountable afterward, through the ballot box.

[61] In *C P Group* the Supreme Court concluded that *Woolworths* has stood for over 25 years, appears to be well understood and appears to have provided a sufficient standard for local authorities.

[62] The Court did express caution about this Court's conclusion in *Woolworths* that, while local authorities must act within their statutory powers and observe the purposes specified in the legislation, the scope for judicial review on reasonableness grounds was limited; the decision must be so "perverse", "absurd" or "outrageous" that Parliament would not have contemplated it being made by an elected council. The Supreme Court did not find it necessary to debate levels of scrutiny in judicial review, observing rather that the statutory scheme gives the decision-maker latitude:

... these are complex decisions, often not amenable to right or wrong answers, requiring the resolution of factual issues, the weighing of competing interests, and competing policy considerations.

[63] This is to treat substantive deference in judicial review as less a matter of judicial policy than the natural consequence of the diversity and policy content of considerations affecting rating decisions and the relevance of community preferences, which need not be evidence-based.

[68] Following *C P Group* there would seem to be little scope remaining for the doctrine that a fiduciary duty which local authorities owe to ratepayers extends to the setting of rates. This Court invoked the doctrine in its 1992 decision in *Mackenzie District Council v Electricity Corp of New Zealand* but soon retreated from it. In *Woolworths* the Court explained that *Mackenzie District Council* was a clear and extreme case of a local authority acting without regard to relevant considerations and held that the doctrine does not open up a route for judicial intervention in discretionary local authority decision-making. In its 1997 decision in *Waitakere City Council v Lovelock* the Court recognised that a fiduciary duty sat uneasily with rating decisions: notably, rates are levied on properties by reference to their characteristics, not ratepayers. In *C P Group* the Supreme Court added that it is not generally necessary to rely on the concept of a fiduciary duty when the distribution of benefits is now a mandatory relevant consideration under rating legislation.

APPENDIX TWO – EXTRACTS FROM SDC'S WASTEWATER DRAINAGE  
BYLAW 2016

4. DEFINITIONS

...

(g) "Customer(s)" means a Person who Discharges or has the right to Discharge Wastewater to the Wastewater System with the consent of Council;

(h) "Discharge or Discharged" means Discharge of Wastewater into the Wastewater System whether directly or indirectly;

...

(j) "Drain" means that section of private drain between the Customer's premises and the Point of Discharge through which wastewater is conveyed from the premises;

...

(u) "Pressure Drain System" means a system comprising a pumping station and Pressure Drain that conveys Wastewater from a Premises to the Wastewater System;

...

(jj) "Wastewater System" means the system operated by the Council and all its component parts, through which Wastewater is conveyed; and

5. PROTECTION OF WASTEWATER SYSTEM

5.7 Design, construction, repairs and maintenance:

(a) Every person shall repair a damaged or broken Drain on his, her or its property.

(b) All Drains shall be designed and constructed by the owner, at the owner's expense or by some other arrangement acceptable to the Council.

(c) All Drains shall be managed and maintained at the expense of, the owner.

6. WASTEWATER SYSTEM AND PRESSURE DRAIN SYSTEMS

6.1 Unless authorised by the Council no Person may:

(a) cause or allow any water from a water pipe, artesian well, ram or other hydraulic appliance or any surface water, subsoil drainage, roof water or condensing water to enter the Wastewater System, or a Drain or Pressure Main connected with the Wastewater System;

...

6.2 Pressure Drain System:

...

(c) Design, construction, repairs and maintenance of a Pressure Drain System that connects to the Wastewater System.

(i) Every person shall repair a damaged or broken Pressure Drain Systems on his, her or its property.

(ii) All Pressure Drain Systems shall be designed and constructed by the owner, at the owner's expense or by some other arrangement acceptable to the Council.

(iii) All Pressure Drain Systems shall be managed and maintained at the expense of, the owner.



## 7. CONDITIONS OF DISCHARGE

...

### 7.3 Responsibility for maintenance:

- (a) The Council owns and is responsible for the maintenance of the Wastewater System including the pipe and fittings up to the Point of Discharge.
- (b) The Customer owns and is responsible for the maintenance of the Drain connecting the premises to the Point of Discharge.

...

### 7.9 Prevention of Inflow and Infiltration:

(a) All reasonable steps must be taken to prevent Stormwater and groundwater from entering the Wastewater System. To ensure that Stormwater is excluded from the Wastewater System:

- (i) no Stormwater pipe or drain may be connected to the Wastewater System;
- (ii) gully trap surrounds must be set above Stormwater ponding levels and above flood levels; and
- (iii) inspection covers must not be permanently removed and must be appropriately sealed.

APPENDIX THREE – EXTRACTS FROM SDC'S FINANCIAL STRATEGY  
Pages 231 and 232 of LTP 2024-2034 (Emphasis added)

**Renewals and depreciation**

Depreciation charges are an accounting measure that represents how much of an asset value has been used up. For example, if a road surface lasts 10 years, the current ratepayers are assumed to have used up one tenth of the value of the road each year.

The annual depreciation charge forms part of the Council's operating expenses for the year.

As the asset has been previously paid for, depreciation is a non-cash expense (just a 'book entry') and does not involve any payments. Renewal costs are the actual cost of replacing assets at the end of their life. It is the actual cash payment required to replace the old asset.

Over the long term the renewal cost and the depreciation charge for the Council's infrastructure assets (roads, water and wastewater systems) should be similar. But in any one year they can be very different – depreciation is a regular annual operating expense, and the corresponding renewal is an irregular capital cost.

Because many of the Council's assets are relatively new and have been fairly recently paid for by ratepayers through rates and development contributions, it is not fair for the Council to charge the full cost of depreciation to current ratepayers. The Council has therefore adopted a mixed approach to funding the cost of renewing its assets:

• For water, wastewater, stormwater and water races, the average cost of renewal work that will be required over the next 30 years is included in the calculation of the amount of rates required each year. This is because renewal costs are variable year to year and this approach smooths the rates funding required.

• For roading, the estimated cost of actual renewals work is included in the calculation of the amount of rates required each year.

This is because renewals costs are less variable and are part funded by the New Zealand Transport Agency.

• For community facilities, the estimated actual cost of renewals is included in the calculation of the amount of rates required each year. This is because most of the large facilities are relatively new, and ratepayers are still funding the initial construction of the facility. The Council intends to move to longer term renewals or depreciation funding in the future once more of the initial construction cost has been paid off.

**Assumptions**

This financial strategy is based on certain assumptions about the future including that:

- the population of the district will continue to increase;
- capital expenditure will be incurred as planned;
- interest on borrowing will be between 3.9% and 5% (based on current forecasts);
- returns on investments will be in line with expectations, generally 1.5% – 6%;
- price increases (inflation) will be in the range 2-5.3% per year.
- there is no change in tax rates; and
- there is no major destabilising event locally, nationally or globally.

We know that reality rarely turns out as we expect and the advantage of having a financial strategy is that it seeks to maintain a strong financial position with flexibility to adapt to changing conditions.

APPENDIX FOUR – EXTRACTS FROM SDC'S FINANCIAL STRATEGY  
Pages 106 of LTP 2015-2025

Historically, Council's policy was to fund initial installation costs and renewal costs as they were required. For example new water systems may have been paid for by lump sum contributions by ratepayers at the time it was constructed and future years renewal costs were paid for when items such as pumps needed replacing. This approach meant that ratepayers did not need to start funding the replacement of new items straight away after they were installed. But it also means that the cost of renewals falls inconsistently across ratepayers over time and that current ratepayers are not paying for the proportion of the asset they are using up each year.

In 2009 the Council developed a new approach for water and waste water based on funding average renewals. The approach is to calculate the average cost of renewal work that will be required over the next 20 years and include this in the calculation of the amount of rates required to be collected each year. The aim of this approach is to spread the cost of the renewal over the ratepayers that are using up the asset towards the end of its useful life. As the Council's schemes are relatively young in terms of asset life this cost is generally lower than would be charged if the depreciation expense was included in the rate calculation. However, if no provision is made to collect funds for future replacement current ratepayers are effectively using up assets whose replacement will need to be paid for by future ratepayers. The 20 year average approach strikes a balance between the pure depreciation approach that can mean some ratepayers pay for an asset twice and the pure renewals approach that can mean some ratepayers never pay for the assets they consume.

The approach to renewals for land transport was not changed; the approach remains that renewals will be funded as they fall due. This approach was considered appropriate for land transport for two reasons. First, it reflects the way that the Council receives funding for road renewals from the New Zealand Transport Agency and second, the cost of renewals for land transport is less variable than individual water or waste water scheme as it covers the whole District, with a mix of road ages and condition. This means that all ratepayers contribute to land transport renewal costs every year.

The Council has considered again the approach to funding renewals and has confirmed that the approach adopted in 2009 (to fund average 20 year renewals for water and waste water and annual renewal funding for land transport) should continue for the 2015/25 LTP.

District Wide Rates for water and waste water .

Detailed in the Consultation Document:- page 6

*"Future wastewater-related costs*

*While they are not part of this consultation, they are important to understand.*

*2. Wastewater service charge (targeted)*

***Some licence holders have indicated they would like to move this cost from a targeted rate (paid only by Huts licence holders) to a district-wide rate. "***

**We note that instead of some the reference should read**

**95% of licence holders etc .....**

The SDC's analysis and policy statements in the policies do not provide a foundation for the decisions made to exclude the Upper Selwyn Huts for being on the DWR for water and waste.

Previously in a SDC Annual Plan a review of the DWR with respect to the USH with a resolution passed on to the hut owners. This did not take place despite follow-up requests from the USH.

It is essential that this issue needs to be fast tracked prior to 1 July 2026 as we face up to 40% increase in fees to the SDC as a result of ignoring the USH from being on DWR for water and waste.

Now it is proposed again to be again suggest that it be part of the 2026/2027 Annual Plan for the reasons that this does affect rate payers across the district.

As this Consultation Document has been opened to all rate payers across the district this would have been the perfect opportunity to cover this in the consultation.

With many errors in the document being misleading:

- *USH being on the shores of Lake Ellesmere:*

The USH is 2 km distance from shores of Lake Ellesmere.

- *DOL for USH has been extended several times and many of the items no longer reflect the current situation:*

The current DOL signed in 2015 and extended until 2026 has been operating efficiently so why add more clauses which only place additional costs on the owners?

*Why a new Deed of Licence*

- *Council's duty to protect people, **public land**, and infrastructure*

The huts aren't built on public land, they are built on land designated

Local Purpose Hutt Settlement Reserve

WHY can't the SDC explain particularly the Council's analysis does not explain the reasons for different funding treatment and that the Council has taken into account irrelevant considerations in its decision-making.

The Council's policies are clear that since 2009 the Council will rate-fund renewals for water and wastewater infrastructure.

In terms of the cost of the WWTP Pipeline Connection, the Council's REP indicates this should be funded by those using it over its entire lifespan and that as capital expenditure, rates funding is used, (particularly given that rates are a better tool than using charges to ensure inter-generational equity in funding).

It is our opinion that the SDC analysis for its funding decisions does not support its decision to exclude the Upper Selwyn Huts from the District Wide Rates for water and waste.

The advised estimated cost (as provided by Council), would impact on the rate payers by \$10 per year over 20 years.

Please add your comments:

## Submitter Number: 32

**Full Name:** Helen Stevenson

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

Other  
citizen and ratepayer

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

There should be NO fixed term for a DEED OF LICENCE - this land is legally classified as "local purpose reserve for hut settlement" - the community is legally there and should remain there. The SDC has NO legal right to remove it - the years of trumped up charges by the SDC have all been legally disproven .

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental



events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

There has been NO flooding !! And 4 wheel drive vehicles exist, as do helicopters - its all just fabricated excuses to remove the community. Future planning for managed retreat in events that MODELLING says MIGHT happen in 100 years is negligent and criminal.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

Yes, deal properly and responsibly with Lake Ellesmere ! Stop the BS about the evacuation of Selwyn Huts by the mayor, when there was NO flooding and No evacuation, and yet by HIS mismanagement, the residents of Dolyeston were badly flooded.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Deal with the reality of the communities that have been affected by flooding - stop inventing possible disasters because the mayor and the SDC want the land for another purpose .

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

It shouldn't apply, because the community has a legal right to be there and remain there - the mayor and the SDC ceo have illegal designs on that area of land.

---

**Please add your comments:**

It's totally illegal .

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

never

---

**Please add your comments:**

These houses dont belong to the SDC, so they have ABSOLUTELY NO LEGAL RIGHT TO ENTER THEM !

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

THIS WHOLE "FEEDBACK REQUEST" has been written and designed to hide the truth , and like the Water booklet, presents only what the SDC wants people to read , and therefore agree with - it is all SO totally lacking in honesty, integrity and accountability - it's a good thing elections are coming soon - there is a huge groundswell of dissatisfaction with the council. Change is coming - thank goodness.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 92

**Full Name:** Samuel Wilshire

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I have an interest in all of Selwyn, especially when council use their power to bully residents out of their homes.

I love the small tight knit community that is the Upper Selwyn Huts.  
to let this community fade away would be a significant loss culturally and historically to Selwyn.

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Rolling 10-year terms (with the ability to renew, up to a maximum of 30 years total, i.e. 10 + 10 + 10 years)

[Please explain the reason for your selection:](#)

I selected the 30 year option as this again is predetermination from council, all hugely expensive reports have shown there is no flooding risk until 2082.

how dare you Selwyn use a consultation to undermine our community voice and these peoples freedoms, you should hang your head in shame

this isn't representative of the people's wishes but your own shame in you Selwyn and any councillors who support this decision

let people live their lives

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

your reasoning for the 30 year term isn't warranted, supported by fact or even reasonable. I wish council could be honest with their intentions and reasoning to evict these people.

you've spent quarter a million dollars trying to find a good enough excuse to kick them out and it's still fallen significantly short.

Roll on the elections

those with predetermination might want to find other employment as this is unethical, gross misconduct and disregard of delegated authority

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

No

Please explain your reason:

would you do this for all the new developments that are flooding? What about areas of flooding that have been flooding for decades with no help from council?  
this is a great excuse for SDC to evict people by simply not maintaining access.

Think of how many other areas of Selwyn have flooding issues, are you going to condemn all their homes? Its underhanded and dirty what SDC is proposing, Id expect this from a multi national corporate entity but not the community I greed up in.

find a better heading your moral compass is putting at the mud

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

Council doesn't need anymore excuses to bulky the USH

They pay a higher charge for sewer than anywhere else, they pay license fees and rates onto. Selwyn needs to find a new hobby other than extortion and abuse of power

get better soon Selwyn

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

A longer term for the residents. Not a shorter one.

---



Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

council has taken enough, if they didn't use licence fees accordingly and put them away then that's poor management, council shouldn't be making claims like they can remediate anything when the Leeston library should be a clear indicator of their abilities.

There won't be any need for remediation of land given the Huts aren't going anywhere, let people live out their lives in peace, the mental fatigue this must have taken in these people would be immense, I'd be happy to take senior staff for a tour and have them tell the people why they want then gone, face to face, look them in the eye instead of using baited questions in a predetermined consultation.

---

**Please add your comments:**

how would you, councillors and staff feel reading this consultation and it was your family home you grew up in?

how would you feel reading this knowing your grandparents would have to walk away from decades of building their lives there?

how would you feel knowing that you didn't speak up, you didn't take time to advocate for David in his fight against Goliath?

Don't make any decision lightly, push for this be reviewed after the election for many of you it wont be your problem soon.

we can make amendments that would limit the damage and cost to ratepayers if the right to occupy extended past the 30 year time frame

this conversation doesn't need to be finalised now

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised

Other

---

**Please add your comments:**

as for any other building in Selwyn only when a complaint is issued, even then we must insure that the reasoning for the issue isn't malicious or with alterative intent as outlaid in the dangerous or insanitary buildings policy

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

The check list is to target people not ensure safety, dangerous goods is a fair statement, but at what limitation? Is paint dangerous?  
what about a fuel can?  
how about washing powder or dishwashing liquid?

the checklist would imply its up to the inspectors discretion.

I find the list to be a tool for the council's predetermined and wanted outcome not for the betterment of the Upper Selwyn Huts or Selwyn as a whole.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

the same requirements as outlaid in the dangerous and insanitary building's policy.

all these buildings carry historical significance now since the hearing of DIB policy and should be treated as of historical importance accordingly (those councillors who didn't watch the hearing and deliberations might want to 😊)

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Given time to remediate, and Residents should have the option to contest and gain a second opinion of their choosing.

## Submitter Number: 29

**Full Name:** Christine Ferguson

**Organisation:**

**Wish to speak to the submission:** Yes

---

### **What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

### **What is your interest in the area?**

We live relatively locally (Motukarara) to the Selwyn Huts settlement and are affected by the same issues that they are. Importantly, the level of Lake Ellesmere is a significant factor that contributes to flooding in times of heavy rainfall within the catchments. The lake level **must** be lowered in advance of major rain events if it is too high. This is of particular importance in wet seasons such as that now, 2025.

Our rivers Halswell, LII, Selwyn (at its lower reaches) are silting up due to lack of dredging under current management practices. When we first moved here in 1995 there was a regular removal of silt, debris in the river bottom which increased capacity and improved water flow. **That drag-lining has not been done for years in the Halswell River** and may not have been in other rivers either.

We are in support of the people who have chosen the Upper Selwyn Huts as a wonderful rural place to live.

The needs of affordable housing are a critical issue these days. Their rates and rents will be becoming unaffordable due to fancy sewerage schemes & other costs forced on them. I must also mention the horrific costs they bear to FIGHT FOR THEIR SURVIVAL AS A COMMUNITY against the Selwyn District Council.

This is very unjust and unjustified. They have existed since 1888 - LET THEM BE is my plea!

**There should be NO FINAL RENEWAL TERM to the Deed Of Licence**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

NO FINAL RENEWAL TERM to the DOL. It should give stability to the holder. ie. a Lease in Perpetuity

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

Have you not heard of helicopters for reaching those in need in difficult access areas? There will be 4-wheel drive, high clearance vehicles that can get through.

They are a self-sufficient community - not namby-pamby city dwellers! They cope, as do many of us who live in rural areas.

The above proposed events are NOT a reason to close Upper Selwyn Huts.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

VERY IMPORTANT TO MANAGE LAKES ELLESMERE (& FORSYTH) TO MINIMISE FLOOD RISK in the wider region, as well as Huts.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Get pro-active to get Lake opened early.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

That is damn cruel to require a bond. NO END OF LICENCE TERM

---

**Please add your comments:**

NO BOND. NO END OF TERM.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a



copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Never - invasion of privacy

---

**Please add your comments:**

DO YOU HAVE BUILDING INSPECTIONS ON YOUR DWELLING AFTER YOU HAVE BOUGHT IT? Leave Huts community alone.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

You must know that SEA LEVELS ARE NOT RISING - SOME LAND IS SINKING!!

Climate change is what has been going on for millennia - MAN CANNOT CHANGE WHAT NATURE DICTATES (unless man uses weather manipulation.....)

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

NO INSPECTION as Council does NOT own the dwellings.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

NO INSPECTIONS

## Submitter Number: 86

**Full Name:** Anne de la Cour

**Organisation:**

**Wish to speak to the submission:** Yes

---

19/7/2025 Rolleston Library

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Anne

Last name\* de la Cour

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☒ I have an interest in this area. Please explain:

6 Generations of my family have owned or spent time at homes at the Selwyn Huts

☐ Other:

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal
- ☐ A single fixed term of 30 years  
No renewal
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years)

Please explain the reason for your selection:

I do not agree with any of the options proposed by Council above.

I seek a licence term of 30 years with rights of renewal for further terms of 30 years.

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

See attached documentation

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen:

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

I do not agree with the options given in this submission document - They are all very subjective + open to interpretation

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

See attached documentation

## SUBMISSION FUTURE DEED OF LICENCE UPPER SELWYN HUTS

### 1. Licence Term options

I do not agree with any of the options proposed by Council above. I seek a licence term of 30 years with rights of renewal for further terms of 30 years.

#### Reasons:

The Council has not provided a satisfactory reason for having a finite term to the licence.

Sewage matters have been resolved.

The Jacobs report and Aqualinc report have both confirmed that climate change is not an issue.

My family have had homes at the Selwyn Huts since the early 1900's and our Deeds of Licence have been renewed for at least 110 years, with the last 30 years in my name.

Our Barrister Clare Leslinan has provided the following legal opinion stating that:

These licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). There is no limit on term under this Act. The Reserves Act provides for leases and licences to be issued for terms up to 33 years with or without rights of renewal.

The Council does have legal obligations as an administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

My Licences to Occupy have always been quite specific that the reserve is a Local Purpose (Hut Settlement) Reserve. The Upper Selwyn Huts are one of only a few reserves in New Zealand that were specifically set aside for a hut settlement.

The Upper Selwyn Huts have been a large part of our family life for over 100 years. The area is very special to me and my family. It has significant historic and cultural values that have been nurtured and cultivated over six generations of my family. Over the years my Great Grandfather, Grandfather, Father and Uncles have been involved in the community at the huts. They have worked there, lived there, held positions on the Lake Ellesmere Domain Board, worked as a local acclimatisation ranger for the Selwyn District, supported gala days and other local community events, fostering deep connections to nature, family and community. They have been actively engaged in roles to protect and preserve this special area for future generations.

Historically pre 2015 there were only 12 persons plus the caretaker who were allowed to reside permanently at the huts. A person had to own their home for 5 years before they could make application to the Springston South Community Board, latterly the Selwyn District Council for permanent residency. Applicants generally had to wait for a vacancy before being offered a place. In 2015 the Council changed our Deed of Licence to give all licence holders the right to live permanently at the huts. "The Licensee may permanently occupy the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence"

This change to the Deed of Licence by the Council prompted a number of people to move to the Huts and put money in to upgrading their homes. The Council and the District benefited because more people moved to the Selwyn district, the licence fees of all the non permanent licence holders increased by approximately 20% and a number of new resource consents and building consents were issued by Council. House prices increased because people were allowed to live there permanently. Has the Council considered the impact a finite term would have on the community? For example financial loss, physical and mental stress and for some of the community, they may have nowhere to live.

## 2. Environmental Events for early licence end

I do not agree with the options given in this submission document. The 3 possible events given as options are very subjective and open to interpretation.

In the 130 year history of the huts I am unaware of any event that has prevented access by emergency services.

I have been visiting the Upper Selwyn Huts for 68 years and there has never been a time when the huts have flooded or a time that I or my Father and other family members haven't been able to access our homes at the huts. My Grandad and Father who have both spent a big part of their lives at the huts both said the Upper Selwyn Huts had never flooded and there appears to be no evidence available to suggest otherwise.

Sometimes Days Road floods when the Selwyn River breaks its banks at the dogleg bend by the farm. As appropriate the Council puts up cones and a barrier but as residents we have always been able to access the huts and drive in and out.

I believe the Upper Selwyn Huts should be treated the same as any other area in the Selwyn District that is subject to a serious environmental event. Does Council have a separate district wide plan in place to deal with serious environmental events or does it rely on NZ legislation such as The Civil Defence Emergency Management Act?

As identified by the Jacob's report, commissioned recently by Council, environmental triggers and thresholds would require further scientific investigation.



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

see attached documentation

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

I do not agree with the suggestion of a bond payment because I do not agree with a finite term for the Deed of licence as previously stated

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

See attached documentation

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

None of the above options are preferred

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

see attached documentation

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

### 3. Bond requirements

I do not agree with the suggestion of a bond payment because I do not agree with a finite term as previously discussed.

My family have not been asked to pay a bond in the 10 years that we have held a licence at the huts and I see no reason to pay one now. There is adequate provision in the current Deed of Licence for the Licensor to recover costs and expenses 8.6, 8.7, 28.3 to name a few.

### 4. Building Condition Inspection Programme

None of the options are preferred.

Building Condition inspections should only be conducted when there is a good reason and/or when required under NZ Legislation, for example applications under the Resource Management Act, building consents under the Building Act or nuisances under the Health Act 1956.

Further to this in my experience as an Environmental Health Officer, Council Officers generally have very limited powers to enter a private dwelling without good reason and appropriate notice and warrants.

The community living at the Selwyn Huts should be treated the same as any other resident living in the Selwyn District.

Does the Selwyn District Council have a building condition inspection regime in place anywhere else in the district? for example the Rakala Huts or the permanent campers at the Rakala Huts Camping Ground?

The Deeds of Licence pre 2015 have only been 6 or 7 pages. The Deed of Licence produced by the Selwyn District Council in 2015 was 17 pages. Does the Selwyn District Council need to include items in the Deed that would ordinarily be covered by NZ Legislation, Council Bylaws, District Plan Rules?

18<sup>th</sup> July 2025  
Anne de la Gue

I wish to attend a hearing to present my submission  
in person.

## Submitter Number: 63

**Full Name:** Char Webb

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

A single fixed term of 30 years (no renewal)

[Please explain the reason for your selection:](#)

I do not agree with non renewable, but you have not given us the option to tick anything else than what you have above. My one and only question since the beginning of this process in trying to remove us as a community is WHY? I don't believe you have come up with any reason as to why, not that you have ever given us a reason, that we have not been able to counter along with the Jacobs Report, Aqualinc and also our Barristers opinion. All of these you have dismissed which it also feels you have dismissed any of our questions. Please refer to Clare Lenihan's opinion and I quote from her opinion " residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister Clare Lenihan 20/5/2025. This process has been stressful and has caused unjustified distress. I for one will not give up on fighting to have a renewable licence. You have done nothing to justify the terms you have as above.

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

IF you decide on the 30 year no renewable. Then I would like to have it so that it is 30 years, not 10 +10 +10. If 30 years is it then I want to be able to enjoy that 30 years by not having to fight every few years to be able to stay in my home and the SDC not changing the goal posts every time we look to renew.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

I disagree with numbers 1 & 2. I would like to be treated as everyone else in the SDC area if access have been cut off. It should not be a reason to terminate a community. Civil Defence have inferred that they will always look at different methods to gain access if required. As for the damage to the road, again we should be treated like everyone else in the district. This road is used by not only our community but the Lower Huts need access, the rowers that use the river throughout summer and anyone other boat users that frequent the river for recreational reasons. There needs to be more research as per the Jacobs report and I quote " the risk to the USH from flooding is no greater that a lot of other areas in the district. The increase in risk is low over the next 50 years. This report was commissioned and paid for by you the SDC and yet you are not taking heed of it. Again, my question is WHY?

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

If there is ANY major environmental event we should be treated the same as everyone else in the district.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

Work together with us as a community and allow us to make decisions that affect us. I for one are more that willing to listen to advice from professionals in the area of environmental events and make an informed decision. We as a community were not affected by the heavy rain on May 1st 2025 but the media coverage mentioned our area on more than one occassion.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

A bond has never been suggested before and or a requirement of the Council. Yet again WHY?

---

**Please add your comments:**

I believe we should have a renewable licence so a bond will not be required.

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

Again, we should be treated like everyone else in the SDC district. When this was first discussed it was for a baseline inspection of the LAND which you are the administrators of. You do not have any right to enter my home as the SDC are not landlords of my home. If you require a baseline inspection then you only need to come once to get that information.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

I am concerned that your inspection staff will be told to "find" areas of concern. If you are only doing the LOT CONDITION on the DRAFT checklist then you won't need to access my home.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Advice from an external source regarding your "findings" and reasonable time frame to remediate any such findings of the external area only.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

One of the SDC guiding principles and assumptions from the 5/3/25 workshop notes states that you will ensure that no one is made homeless.



## Submitter Number: 188

**Full Name:** Pamela Tyler

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Pamela

Last name\* Tyler

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☒ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Our Barrister has legally advised us you/me why!  
Again - You can grant licence for more than 30yrs under Reserve's Act 1977. Local purpose Reserve for purpose of Hut Settlement. Been ignored still.

Do you have any other feedback?

- ☒ Yes ☐ No

Please add your comments:

Duty of Care is not a reason to terminate a Reserve licence to occupy. From Climate Change, Sewer Systems S.D.C. legally must maintain. The lake isn't just about us, it applies to the wider District everyone. Evacuation: - I'm a Civil Defense member of 11yrs. I feel used as an example. When no need to have called Response Team only a heavy rain. Our Team was on alert with Response team yet they came out. No road closure. I believe Sue Perkins left Emergency Management knowing the truth of what + how you are treating us. She had empathy & couldn't lie.

## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- ☒ Yes ☐ No

Please explain your reason:

I would have thought after recent flooding events in the district that were cut off ie Little River cutoff this doesn't affect us. We have a good Civil Defense team emerging.

Are there any additional events that you think should be considered?

- ☒ Yes ☐ No

Please add your comments:

Don't understand why you are making my life miserable + uncertain. Trying to find every excuse you can find on just me + us. I feel isolated + unstable because of these emotional threats.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Like you to act on our behalf  
Same as you do anywhere  
else in the Selwyn District  
Sick of repeating over & over  
Have excellent Civil Defense  
Team also alot of Community  
people engaging when these  
events happen!

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

Until know if we require  
a Bond I <sup>will</sup> answer question  
then.  
If it came to it I will deal with  
my own properties to be  
Do you have any other feedback or suggestions on the inclusion of a bond? <sup>clear if need be!</sup>

☒ Yes ☐ No

Please add your comments:

Never been required why  
now??

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Please be considerate  
of Costs + timeframes  
to do the work if need  
be. External only.

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

As have no idea with all these  
threats and manipulated tactics  
its impossible for me to know  
where I will go with this.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

I would expect to be  
treated just like everyone  
else in the district that pays  
rates.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

You make decisions on me/  
us. Hopefully you will  
be considerate with your  
goal setting procedures.





## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Pamela

Last name\* Tyler

Are you submitting on behalf of an organisation?

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_



## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☒ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Our barrister has legally advised you/us why. All been proven before you can grant licence for more than 33yrs under Reserve's Act 1977, local purpose Reserve for purpose of Hut Settlement. Been ignored time after time.

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Duty of Care not a reason to terminate a reserve licence to occupy.  
Even climate change not a problem  
Sewer system S.D.C legally must maintain.  
The lake not just about us townships + farms in area wider District.  
Evacuation - I'm on Civil Defence leading up to a safety you used us as an example no need to have come out at all. Road - Day not closed again just surface like everyone else in district.  
Farmers also know this in area.  
I believe Sue Genkin's left Emergency Management knowing the truth. She had

## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

I would have thought after recent flooding events in areas that were cut off this doesn't affect us just us. We manage have a good Civil Defence team working with S.D.C.

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

Why are you picking on us  
→ us only trying to justify what you are doing to us !!



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

I would like you to act of our behalf the same as you do anywhere else in the Selwyn District area.  
Again repeating time & time again we have an excellent Civil Defence Team as well as Community to engage if these events happen.  
More so than townships being a small community.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

We don't know if we will need a bond if so advise then answers your question

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Never been required why not?

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☒ Other

Please add your comments:

Just treat me with respect of costs + timeframes  
If work is required.  
External Only

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

As we're still have no idea what you will use on me/us in the future manipulation you will put on us. So why would I trust you covered right things.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

I would expect to be treated like everyone else in district.  
External expectation only

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

You make the decisions for me/us of late so hopefully you will be considerate to your goal setting procedures



## Submitter Number: 74

**Full Name:** David Timbrell

**Organisation:**

**Wish to speak to the submission:** Yes

---

Counter 15/7/2025

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

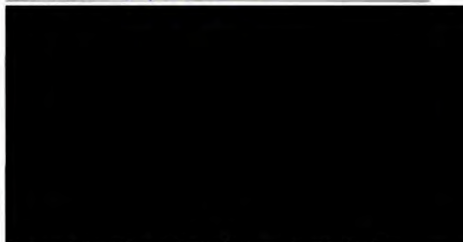
All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* David

Last name\* Timbrell



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☒ I am a licence holder
- ☐ I am not a licence holder but live at Upper Selwyn Huts
- ☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

For legal opinions Regarding  
your proposals & questions please refer  
to the attached Document by Clare Lenihan.

### Questions

#### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☒ Fixed term of 5 years  
No renewal.

☐ A single fixed term of 30 years  
~~No renewal~~ with ability to renew for 30 years

☒ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I am seeking a licence term of 30 years with the right to renew for a further term of 30 years subject to environmental triggers (specific triggers to be agreed).

Do you have any other feedback?

☒ Yes ☒ No

Please add your comments:

Please refer to my attached document regarding your legal obligations and reference to the licence term.

Please also refer to my attachment refuting your reasons for not renewing our licence in the future.

For legal Reference  
Please refer the attached Document from (Legal Clare Lenihan (opinion))

10 | Upper Selwyn Huts | Consultation Document

#### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

##### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

##### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

##### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☒ No

Please explain your reason:

Refer attached document

Are there any additional events that you think should be considered?

☒ Yes ☒ No

Please add your comments:

No future events are for seen and if an event were to occur it should be dealt with at that time.  
Please refer attached document.



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

If any event were to occur, the council should consider how they could assist the community in retaining their homes and lifestyles.  
Refer my attachment.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☒ No

Please add your comments:

right now there is no need for a bond to be established for an event that may not occur

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☒ No

Please add your comments:

no bond should occur until such time that it is necessary to cancel the licence and a date has been set. Even then I do not think that a bond should be imposed.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☒ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

MSH homes should be treated the same way as other homes in Selwyn district.

Do you think the checklist covers the right things?

☒ Yes ☐ No ☐ Not sure

Please specify what you would change:

~~the checklist is too long and covers too many things that are not relevant to the purpose of the inspection~~  
Refer my attachment.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

The council should suggest ways to remedy the issues and allow enough time for this to be done

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Any inspections carried out should be done by a suitably qualified independent inspector. See Attachment

D. Timbrell Question 1 Licence term options Attachment

To date a non renewable licence term has not yet been legally justified by the Council therefore my preferred option term is 30 years with right of renewal for a further 30 years. Subject to specific triggers to be agreed regarding environmental triggers.

**Other Reasons to Grant a renewable licence:**

- The Council has not provided any reasons to date that justifies a non renewable licence. All independent evidence and reports do not support a non renewable licence.
- The following are the previous and current reasons that SDC has used for a non renewable licence, followed by our counter point of view:
  - ECAN/Aqualinc confirmed climate change is not an issue
  - Wastewater issue has been resolved
  - Details of cultural reasons have not been provided
  - Duty of Care – is not a reason to terminate a local purpose reserve licence to occupy. Duty of Care is a legal obligation not to be contracted out of.
  - Repair of the sewer reticulation system. This was listed as SDCs responsibility in Tim's March 2024 report. SDC has a legal obligation to repair and maintain this.
  - Lake not being opened as often will not only affect USH but many townships and farms in Selwyn. This is unlikely to occur.
  - Stop bank at USH overtopping. There is no evidence of where the river will overtop. We believe it will overtop the opposite bank before it does here, but we have asked ECAN for this information.
  - Wider Selwyn community tensions. We believe these have been artificially fueled by SDC press releases.
  - Concerns over evacuations. Self evacuations are well managed by the community. Being cut off for a few days does not concern our residents. We should be treated like any other area of Selwyn that gets cut off.

**A 30 year term is preferred for a renewable licence:**

- This process has been incredibly taxing and detrimental to all, 30 years will finally give us security of tenure, a basic human right.
- 30 years will minimise ratepayer funds being used for licence renewals.



D. Timbrell Question 2 Environmental events for early licence end.

Attachment.

Council { We are asking for your feedback on three possible events where this could happen.  
1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

Reasons explanation {  
• We do not consider access being cut off for 24 hours a valid reason to warrant retreat.  
• We would like to be treated the same as if access to any other area of Selwyn is cut off.  
• The Council has not provided any criteria (such as water level) that warrant a decision of access being unsafe/cut off. Civil Defence have stated to us that their teams will always "look at different methods to gain access if required".

Council { 2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

Reasons explanation {  
• USH are not the only users of Days Road. This road should be maintained as the main access to the lake. Users include USH, LSH, the farm house, DoC, ECAH and users of the boat ramp to the lake. Destruction of this road is not a reason for USH to be permanently retreated.  
*This road is also a major access route to the internationally recognised Bird Sanctuary Lake Ellesmere*  
• Closing a rural road is not a simple process as it involves an application to the Minister of Lands and consultation.  
• We believe the Council has a responsibility of maintaining this road and this should not affect USH's licence to occupy.

Council { 3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

Yes

Please explain your reason:

Reason {  
• See above re (1) & (2)  
• Mitigation options should be explored before considering events that will trigger retreat. Specific triggers provided are inappropriate, vague and open to different interpretation. This gives the Council power to terminate licences unnecessarily.

D. Timbrell Question 2 continued.

Attachment

Council Are there any additional events that you think should be considered? ~~Yes~~ No.

Please add your comments:

Comments

- As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not yet been completed.
- Reference to environmental events leading to an early licence and should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable a licence and date could be mutually agreed upon.

Council If one of these events were to happen, what would you want Council to consider when deciding what happens next? Please add your comments:

Comments

- The same thing we have been asking for, community led decision making on anything that affects us, including collaboration with and empowerment of our community, as we did for 115 years pre 2011 before the Council took over from the Committee.

## D. Timbrell Question 4 Attachment

### Question 4: Building Condition Inspection Programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

Council

- Every year
- Every 2 years
- Every 3-5 years
- Only when there's a complaint or issue raised
- Other

Please add your comments:

Comments

- None of the options provided are preferred.
- We'd like to be treated the same as everyone else in the district. Inspect only when you would other properties in Selwyn.
- External inspection only.
- Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are unsure whether a settlement wide inspection is lawful.
- The Council have repeatedly talked about a baseline inspection; this should only happen once.

Council

Do you think the checklist covers the right things?

Please specify what you would change:

Comment

Our main concerns are with the "Building Condition - External" items.

D. Timbrell Attachment  
Re. legal opinion in regard to  
Clare Lenihan consultation options -

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NR. This letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 - process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

*Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”*

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). *The provisions in the ROLD Act authorising building huts on the*

80 Layard Street, Invercargill 9810 03 214 1674 027 577 6823 [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)



2

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. **There is no limit on term under that Act.**

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included in the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977.**
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002

2

- (vii) Given Council must manage the reserve for its specific purpose, ~~and in accordance with the broader purposes of the Local Government Act 2002~~, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

#### **B. Significance and Engagement**

*Confirm this issue continues to be treated as "significant", as classified in 2024 by Council.*

#### **Reason:**

It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

#### **Detailed reasons and background**

##### **A. Licence term options**

##### **(i) Council not bound by finite term under the Reserves Act 1977**

*Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (DoC) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to "the Commissioner", this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *(Vining Council) Intervenor v New South District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted "The power to grant licences is more constrained than the leasing power." At [97].



7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**holding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is "subject to the other provisions of this section", s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> "twenty perches"<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. Summary: The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

***What term can be granted?***

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.
15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.
16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:
  - (i) the overarching purpose of the Reserves Act;
  - (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
  - (iii) lease and licence terms available for various reserve types under the Reserves Act.
17. Under the Reserves Act, the following terms can be granted:
  - (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

6

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the "ability for further similar terms to be granted"<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, "terms" is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes; and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002.

<sup>34</sup> Section 10(1)(a) Local Government Act 2002.

6

7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH. under the ROLD Act so it Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>45</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>46</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:
- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:  
*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*
26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:  
*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*
28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."
29. Section 5.4 sets out:  
"The consultation asks the following two questions:
- (i) Please select your preferred licence term from the options below
    - o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?
    - o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?
    - o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?

<sup>45</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>46</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7



(ii) *Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show the risk is not as significant as previously thought. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
- (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas for such local purpose or purposes as are specified in any classification of the reserve.

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to "local purpose reserve for the purpose of hut settlement", "which would more accurately define its current use"<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>

39. "Hut settlement" isn't defined or further described in the Reserves Act. The ordinary meaning of "settlement" includes "a community formed by members of a group, esp. of a religious sect."<sup>44</sup> "Religious sect" is not applicable here, but the idea of a community formed by members of a group is. "Community"<sup>45</sup> is defined as "a group of people living in one locality".<sup>46</sup>

40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.

41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):

- (i) Clause 1.1 "Licence" means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
- (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ... (a) **permanent licences**,

and the type of Licence granted to the Licensee is specified in Schedule 1.

(iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC "has consented to your proposed classification".

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994



(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may permanently occupy the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are... **historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
- (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT's List/Rārangi Korero as a historic area; and that they are added to SDC's District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

11

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the *absence of justifiable reasons to grant a shorter or finite term*, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

**(v) Options**

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

11

12

(vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;

(vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.

(viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55: Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed). Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate.

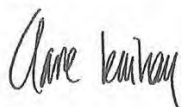
Triggers with no end date, relying on environmental conditions.

#### B. Significance and Engagement

*Confirm this issue continues to be classed as "significant", as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now "moderate". The circumstances surrounding the categorisation of the issue as "significant" in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kirrily Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

#### Appendix One – Section 61 Reserves Act 1977

##### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under section 40, do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the Public Bodies Leases Act 1969.
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

#### Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

## Submitter Number: 87

**Full Name:** Calvin PAYNE

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

Other

Selwyn ratepayer

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

A single fixed term of 30 years (no renewal)

[Please explain the reason for your selection:](#)

---

**Do you have any other feedback on licence terms?**

No

---

**Please add your comments**

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.



We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

All three events are very prescriptive, our natural environment is not precise. I agree that some events may require a change of deed. Events could impact any area of Selwyn and a general policy should apply.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments  
environmental major event

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised

Other

---

**Please add your comments:**

---

**Do you think the checklist covers the right things?**

Not sure

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 96

**Full Name:** Alastair King

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I know individuals living at and close to the Selwyn Huts and I have a similar council policy issue caused by Climate Change narrative and Pseudoscience.

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

Why does this form only give limited term options.... There should be no requirement for a fixed duration and there never has been a requirement. Be open and transparent and come out with the actual SDC agenda.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive

to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

You are talking about something that MIGHT happen in the future. What you have put the residents through is worse than any flood or access limitations and is best described as bullying. You know there is not immediate danger to the community and why was the funds you have spent fighting the huts residents not been use for practical mitigation measures, like raising the access road level or bolstering the stop banks beside the community. Come on , tell us your real agenda.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

SDC is obsessed with things that might happen despite evidence to the contrary. Stick to the basics and take control of your spending. Consider a real event where the actual reason behind the bullying, to remove or create a fixed term, is leaked out and staff at SDC become personally liable.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

It's blatantly obvious that these questions are rigged in favor of SDC coming up with the response desired. I think the council staff should consider a major sdc restructure where each individual has to re-apply for their job. Any staff member caught up in this hidden agenda, and others, should be let go.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

Yes, in every situation a bond should not apply, stop bullying the residents and spending our rate funds on ridiculous situations like the one you have created here.

---

**Please add your comments:**

DON'T!!!!

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Only if multiple complaints are raised otherwise stay out of it.

---

**Please add your comments:**

Only if multiple complaints are raised otherwise stay out of it and stick to your knitting.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

why waste time and money on this, stick to the basics. There are already common standards that are applicable.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**  
HELP THEM!!!! STOP FORCING COMPLIANCE AND LOOK FOR SOLUTIONS  
BEFORE THE WHEELS FALL OF YOUR ORGANISATION.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

LOOK FOR SOLUTIONS.

## Submitter Number: 122

**Full Name:** Cynthia King

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I have an interest in the area

Other

---

**What is your interest in the area?**

I live in the broader area and know residents of Selwyn Huts.

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

The term should not be fixed. Perhaps 100 years then rolled over and renewed would be a more suitable option. I wonder why the option of long term with renewal was not offered? This is a historical settlement so should be preserved, not be demolished.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive



to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

1. This is a ridiculous condition, as there are many roads in Selwyn that regularly get cut off by flood waters for more than 24 hours. Residents who live in houses along those roads are not in danger of having their homes removed from them. How absurd to make that a condition.
2. Roads should be maintained to a reasonable condition so as to withstand short term periods being awash.
3. This is highly unlikely given that residents actively monitor water levels, (we aren't talking tsunamis here.) Residents have plenty of time to plan and evacuate if necessary.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

Yes, the "trauma event" being inflicted on residents by the Selwyn District Council by its prolonged action to remove Selwyn Hut residents by underhanded means.

The council has kept changing the "goal posts" for the residents. First it was threat to evict the residents due to an inadequate sewerage system which was subsequently satisfactorily upgraded, then it was the future danger of rising sea-levels according to the current RCP 8.5 factor which has been disproven by consultants and shown to be a

non-issue. Now the SDC puts out a rigged submission document so that it can be seen to be checking all the right boxes for "community consultation".

Also, I think it reprehensible that the SDC is weaponising the "Press", namely the Selwyn Times to promote propaganda against the Selwyn Huts residents.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

Treat the Selwyn Huts the same way that other communities are treated without prejudice. ie offer assistance, continue to repair and maintain services

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

As the property could be in place for a hundred years or more, seems an odd idea.

Actually, seems like another revenue spinner to me.

---

**Please add your comments:**

The council is the administrator not the lessor. I think it is overstepping its mandate here.

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

Never, only in the case where multiple complaints have been received, as in the case of hoarding perhaps. Not required otherwise. I have never required a WOF on my house. Why is it a condition for these house owners?

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

Not necessary. I don't know of anyone in any other district who have their privacy violated by having house inspections, photographs kept on file of their houses and gardens. It isn't right.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Not applicable, Inspections are a violation of the residents rights.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

No, the council is not the lessor of the properties and therefore have no right to conduct inspections.

## Submitter Number: 126

**Full Name:** Grant and Jillian Bonniface

**Organisation:**

**Wish to speak to the submission:** Yes

---

### What is your connection or interest to Upper Selwyn Huts?

Other

Our family has been associated with the Huts for around 100 years having started with our Grandparents and relations in the 1920's, with a hut built in the 1940's and a current hut purchased by our parents in 1958. On the farming side of our family, we also directly owned the farm ("Riversmere") on both sides of Days Road immediately adjacent to the huts including the riverbed and lake flat for over 100 years. Our family has been involved in the community for a very long period including serving on the Springston South Domain Board and Hut Owners Association.

---

### What is your interest in the area?

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

### Do you have any other feedback on licence terms?

Yes

---

### Please add your comments:

We have not selected a licence term. We believe the lease should have a long term (30 years) and rights of renewal.

Explanation

The USH is a community on the Selwyn River away from the shores of Te Waihora Lake Ellesmere that has for over 120 years evolved to the community that exists today which is a combination of recreational users and permanent residents. This mix has changed over time as rules for occupation have changed under various entities vested with looking after the community but the heart of the community has not changed. Prior to the SDC, governing bodies including the Springston South Domain Board and the Selwyn Hut Owners Association who were there to manage the activities of the Reserve for the betterment of the Hut Owners with a contemplation of the USH continuing in existence in perpetuity for the benefit of the hut owners, preserving the community. These organisations never contemplated any finite term and in my view it is the Council's responsibility and obligation both morally and under a duty of care, and under law to support the long term existence of the huts as a "Hut Settlement" ensuring its continued use, enjoyment and preservation.

Council have installed a sewerage system which has a long life resolving waste water issues.

In reading the opinion by Clare Lenihan dated 20 June 2025, there appears to be no reason why licenses cannot be granted for a period of 30 years with ongoing rights of renewal subject perhaps to environmental considerations where the Huts become uninhabitable. These would need to be well thought out and understood.

It is also noted that SDC have received advice from the Jacobs Report and Aqualinc that there is no pressing risk to the hut settlement from climate change related issues in the next 30 or so years. The increase in risk is slow over the next 50 years and is by no means certain and no greater than other parts of the District.

Ultimately, Council needs to be working for this community to meet its obligations as to "how we can ensure the Huts existence for the long term, not why we can't", the same obligation as Council has across other communities and residents of its District.

**To conclude: Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).**

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

These triggers highlighted are somewhat spurious and are not appropriate and look like they have been created to give reasons for early termination.

1. Flooding that cuts off access twice in a year is not that big an issue and is managed by resident self-evacuation. It must be noted that over the last few years events, and in fact across its history, floods have occurred that have flooded the road through bank overtopping in the low part of the bank above the Huts but this has only prevented access for a brief time (a few days) with water discharging relatively quickly through to the Lake allowing access to the huts. In 2021 access was achieved by Army 4 wheel drive vehicles.
2. It is very unlikely that the road would be damaged so that there is no prolonged lack of access and occupation. The road has been there for well over 120 years and while water level has prevented access in the short term, the road has not been impassible due to water flow damage to the road itself in that time. Even in 1951, extensive flooding occurred across the Canterbury region and in the area did not make the farms or huts inaccessible for an extended period or cause damage to the road or the huts. Flood waters with sufficient velocity to damage the road would likely cause far more significant damage upstream in other parts of the district ie Dunsandel, SH1 Road and Rail bridges, and would have overtopped the bank up river to south of the Selwyn River flowing towards the lake. See attached photo showing Days Rd shortly after a flood event in 2021. Water discharged and access was regained.
3. In relation to earthquakes, the Hut community has been through earthquakes Greendale 2010, Christchurch 2011 that did not block the road, nor cause issues that are different from an earthquake anywhere else in the Selwyn District. In fact Darfield is probably at much higher risk.

People are resilient and manage through the events that are highlighted in this question and these are the same for all the communities that exist within the Selwyn District and beyond.



---

**Are there any additional events that you think should be considered?**

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

We are not experts in this area and should not be expected to propose environmental events that would create some form of retreat. All events are different and need a sensitive well considered approach.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

We can't see that a bond is appropriate. There has not been one in place in the Huts' existence and under a renewable licence is not required.

Unclear as to what a bond might achieve and what level is meaningful \$1000, \$1000, ?. Any bond assuming that the hut owners have sufficient funds at this juncture would need to be held in trust for the specific hut owner and be invested for the benefit of the hut owner. This would need to be appropriately administered including annual interest payments and resident withholding tax payments. Issues such as of refunds on sale would need to be dealt with and how they might be kept would need independent clarity.

It may be appropriate that a reinstatement provision that obligates the hut owners to reinstate is included within the licence which is agreed to by the hut owner but this needs to be clearly defined and worked through.

Bonds are likely a financial burden to Hut owners given the nature of the residents and their financial position.

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**  
No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

Hut owners would like to be treated as any other resident in the Selwyn District. Is the Council going to inspect all houses over 80 years old in the district for some form of compliance based on the Assessment schedule?

These are homes that derive their heritage from recreational Huts constructed over a very long period of time in different ways. The current owners use them on the basis of how they have been constructed and accept them and maintain them and inhabit them on that basis.

We are happy to have a once only external inspection to establish general condition and location features (although lot boundaries will be difficult to establish in a lot of cases. We seriously question the ability of Council inspectors to provide appropriate assessments in a way that is other than rules and definition based and assumes the lowest degrees of risk to Council.

There is no stormwater system in the Huts so all stormwater is discharged to ground. Underfloor ventilation is how it is and cannot be changed so should not be considered.

Agree that Huts should be kept in a tidy condition and be maintained in such condition.  
ie rubbish, unkept lawns and shrubbery, visible inoperative cars or trailers etc.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 129

**Full Name:** Zoran Rakovic

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

Other

Concerned ratepayer

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

**To:** Selwyn District Council

**Re:** Submission on Future Deed of Licence – Upper Selwyn Huts

**From:** Zoran Rakovic

**Date:** 20 July 2025

**Submission: The Council's Proposed Deed of Licence Fails the Test of Community Wellbeing**

I write in strong opposition to the tone and structure of the proposed new Deed of Licence (DOL) for the Upper Selwyn Huts community. While the Council claims it is seeking "certainty and clarity," the proposed terms do not reflect balance, compassion,

or respect for the lived reality of residents—many of whom are long-term, low-income, self-reliant citizens who simply wish to live quietly and sustainably without dependence on Council or state assistance.

The Council frames this as a technical and environmental matter. In reality, it is a political and ethical one. The proposed DOL does not promote community wellbeing as defined under **section 10(1)(b) of the Local Government Act 2002**, which requires councils to enable “the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future.”

Instead, what Council offers is a highly conditional, fragile form of tenancy cloaked in procedural language, with the following core defects:

### **1. Arbitrary Termination Timeline**

Council proposes a fixed final date of 30 June 2039, after which no further renewals will be permitted—regardless of compliance, structural integrity, environmental improvements, or resident cooperation. This arbitrary cut-off functions less like a stewardship agreement and more like a slow eviction notice, imposed without due consideration of individual merit or community resilience.

### **2. Overreach and Surveillance**

The proposed inspection regime, while superficially about safety, introduces bureaucratic micromanagement into private lives. Council may inspect, report, demand costly remedial work, and terminate licences for non-compliance—all without any guarantee of support, equity of application, or independent dispute resolution.

### **3. Financial Burdens Without Ownership**

Residents are required to:

- Pay an annual licence fee (subject to yearly increases),
- Contribute to the wastewater pipeline installation (30% share),
- Pay targeted wastewater rates,
- Pay bonds for eventual site remediation,
- Fund repairs to infrastructure they do not own,
- Bear risk of forfeiture of their own dwellings without compensation.

Yet they hold no security of tenure, no equity, no title, and are explicitly barred from registering any legal interest in the land.

### **4. Disregard for Social and Economic Wellbeing**

The Council asserts that the proposed DOL offers “clarity”—but for whom? For the Council, certainly. For residents, it offers a future of escalating costs, institutional surveillance, and ultimate dispossession. These are not abstract risks. They are already being experienced by residents trying to understand how they are to pay for infrastructure they didn’t request and will never own.

This is a community that, by its very nature, should be celebrated. It is a living model of low-cost, low-impact housing. These are citizens asking only to remain in their humble homes, taking responsibility for their own lives, living within their means, and managing their own risks. They are not asking for subsidies—they are asking to be treated with dignity.

**Council should instead be using the flexibility of the LGA to explore alternative tenure models**, or to extend perpetual licences subject to compliance and viability, rather than pre-announcing the death of this settlement. This rigid stance conflicts with the Act's wellbeing purpose and appears engineered to gradually eliminate the community while shielding the Council from responsibility.

**Recommendations:**

1. **Remove the 2039 final termination date** and allow rolling renewals subject to resident compliance, environmental feasibility, and public interest.
2. **Replace discretionary termination clauses** with a fair, transparent, and independent dispute resolution mechanism.
3. **Reduce or restructure financial obligations**, especially the wastewater levy, which disproportionately burdens residents who have minimal impact on Council infrastructure compared to urban households.
4. **Affirm the social and cultural value** of the Upper Selwyn Huts community and explore creative pathways to support it as an example of alternative living, self-reliance, and minimal environmental impact.

If Council continues down its current path, it will not be remembered as the protector of Te Waihora or upholder of public safety. It will be remembered as the institution that oversaw the dismantling of a peaceful, resilient community—not because it had to, but because it could.

Please let this submission serve as both a protest and an invitation: to do better, to think bigger, and to act in genuine partnership with the people who have built their lives here not out of wealth, but out of will.

Yours sincerely,  
Zoran Rakovic  
[Zoran.rakovic@act.org.nz](mailto:Zoran.rakovic@act.org.nz)  
021 285 1229

---

Council's priority is the safety and wellbeing of people in the community.



Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

**To: Selwyn District Council**

**Re: Submission on Future Deed of Licence – Upper Selwyn Huts**

**From: Zoran Rakovic**

**Date: 20 July 2025**

**Submission: The Council's Proposed Deed of Licence Fails the Test of Community Wellbeing**

I write in strong opposition to the tone and structure of the proposed new Deed of Licence (DOL) for the Upper Selwyn Huts community. While the Council claims it is seeking "certainty and clarity," the proposed terms do not reflect balance, compassion, or respect for the lived reality of residents—many of whom are long-term, low-income, self-reliant citizens who simply wish to live quietly and sustainably without dependence on Council or state assistance.

The Council frames this as a technical and environmental matter. In reality, it is a political and ethical one. The proposed DOL does not promote community wellbeing as defined under **section 10(1)(b) of the Local Government Act 2002**, which requires councils to enable "the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future."

Instead, what Council offers is a highly conditional, fragile form of tenancy cloaked in procedural language, with the following core defects:

### **1. Arbitrary Termination Timeline**

Council proposes a fixed final date of 30 June 2039, after which no further renewals will be permitted—regardless of compliance, structural integrity, environmental improvements, or resident cooperation. This arbitrary cut-off functions less like a stewardship agreement and more like a slow eviction notice, imposed without due consideration of individual merit or community resilience.

### **2. Overreach and Surveillance**

The proposed inspection regime, while superficially about safety, introduces bureaucratic micromanagement into private lives. Council may inspect, report, demand costly remedial work, and terminate licences for non-compliance—all without any guarantee of support, equity of application, or independent dispute resolution.

### **3. Financial Burdens Without Ownership**

Residents are required to:

- Pay an annual licence fee (subject to yearly increases),
- Contribute to the wastewater pipeline installation (30% share),
- Pay targeted wastewater rates,
- Pay bonds for eventual site remediation,
- Fund repairs to infrastructure they do not own,
- Bear risk of forfeiture of their own dwellings without compensation.

Yet they hold no security of tenure, no equity, no title, and are explicitly barred from registering any legal interest in the land.

### **4. Disregard for Social and Economic Wellbeing**

The Council asserts that the proposed DOL offers "clarity"—but for whom? For the Council, certainly. For residents, it offers a future of escalating costs, institutional surveillance, and ultimate dispossession. These are not abstract risks. They are already being experienced by residents trying to understand how they are to pay for infrastructure they didn't request and will never own.

This is a community that, by its very nature, should be celebrated. It is a living model of low-cost, low-impact housing. These are citizens asking only to remain in their humble homes, taking responsibility for their own lives, living within their means, and managing their own risks. They are not asking for subsidies—they are asking to be treated with dignity.

**Council should instead be using the flexibility of the LGA to explore alternative tenure models**, or to extend perpetual licences subject to compliance and viability, rather than pre-announcing the death of this settlement. This rigid stance conflicts with the Act's wellbeing purpose and appears engineered to gradually eliminate the community while shielding the Council from responsibility.

### **Recommendations:**

1. **Remove the 2039 final termination date** and allow rolling renewals subject to resident compliance, environmental feasibility, and public interest.
2. **Replace discretionary termination clauses** with a fair, transparent, and independent dispute resolution mechanism.
3. **Reduce or restructure financial obligations**, especially the wastewater levy, which disproportionately burdens residents who have minimal impact on Council infrastructure compared to urban households.
4. **Affirm the social and cultural value** of the Upper Selwyn Huts community and explore creative pathways to support it as an example of alternative living, self-reliance, and minimal environmental impact.

If Council continues down its current path, it will not be remembered as the protector of Te Waihora or upholder of public safety. It will be remembered as the institution that oversaw the dismantling of a peaceful, resilient community—not because it had to, but because it could.

Please let this submission serve as both a protest and an invitation: to do better, to think bigger, and to act in genuine partnership with the people who have built their lives here not out of wealth, but out of will.

Yours sincerely,  
Zoran Rakovic  
[Zoran.rakovic@act.org.nz](mailto:Zoran.rakovic@act.org.nz)  
021 285 1229

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

**To: Selwyn District Council**

**Re: Submission on Future Deed of Licence – Upper Selwyn Huts**

**From: Zoran Rakovic**

**Date: 20 July 2025**

**Submission: The Council's Proposed Deed of Licence Fails the Test of Community Wellbeing**

I write in strong opposition to the tone and structure of the proposed new Deed of Licence (DOL) for the Upper Selwyn Huts community. While the Council claims it is seeking “certainty and clarity,” the proposed terms do not reflect balance, compassion, or respect for the lived reality of residents—many of whom are long-term, low-income, self-reliant citizens who simply wish to live quietly and sustainably without dependence on Council or state assistance.

The Council frames this as a technical and environmental matter. In reality, it is a political and ethical one. The proposed DOL does not promote community wellbeing as defined under **section 10(1)(b) of the Local Government Act 2002**, which requires councils to enable “the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future.”

Instead, what Council offers is a highly conditional, fragile form of tenancy cloaked in procedural language, with the following core defects:

### **1. Arbitrary Termination Timeline**

Council proposes a fixed final date of 30 June 2039, after which no further renewals will be permitted—regardless of compliance, structural integrity, environmental improvements, or resident cooperation. This arbitrary cut-off functions less like a stewardship agreement and more like a slow eviction notice, imposed without due consideration of individual merit or community resilience.

### **2. Overreach and Surveillance**

The proposed inspection regime, while superficially about safety, introduces bureaucratic micromanagement into private lives. Council may inspect, report, demand costly remedial work, and terminate licences for non-compliance—all without any guarantee of support, equity of application, or independent dispute resolution.

### **3. Financial Burdens Without Ownership**

Residents are required to:

- Pay an annual licence fee (subject to yearly increases),
- Contribute to the wastewater pipeline installation (30% share),
- Pay targeted wastewater rates,
- Pay bonds for eventual site remediation,
- Fund repairs to infrastructure they do not own,
- Bear risk of forfeiture of their own dwellings without compensation.

Yet they hold no security of tenure, no equity, no title, and are explicitly barred from registering any legal interest in the land.

### **4. Disregard for Social and Economic Wellbeing**

The Council asserts that the proposed DOL offers “clarity”—but for whom? For the Council, certainly. For residents, it offers a future of escalating costs, institutional surveillance, and ultimate dispossession. These are not abstract risks. They are already being experienced by residents trying to understand how they are to pay for infrastructure they didn’t request and will never own.

This is a community that, by its very nature, should be celebrated. It is a living model of low-cost, low-impact housing. These are citizens asking only to remain in their humble homes, taking responsibility for their own lives, living within their means, and managing

their own risks. They are not asking for subsidies—they are asking to be treated with dignity.

**Council should instead be using the flexibility of the LGA to explore alternative tenure models**, or to extend perpetual licences subject to compliance and viability, rather than pre-announcing the death of this settlement. This rigid stance conflicts with the Act's wellbeing purpose and appears engineered to gradually eliminate the community while shielding the Council from responsibility.

**Recommendations:**

1. **Remove the 2039 final termination date** and allow rolling renewals subject to resident compliance, environmental feasibility, and public interest.
2. **Replace discretionary termination clauses** with a fair, transparent, and independent dispute resolution mechanism.
3. **Reduce or restructure financial obligations**, especially the wastewater levy, which disproportionately burdens residents who have minimal impact on Council infrastructure compared to urban households.
4. **Affirm the social and cultural value** of the Upper Selwyn Huts community and explore creative pathways to support it as an example of alternative living, self-reliance, and minimal environmental impact.

If Council continues down its current path, it will not be remembered as the protector of Te Waihora or upholder of public safety. It will be remembered as the institution that oversaw the dismantling of a peaceful, resilient community—not because it had to, but because it could.

Please let this submission serve as both a protest and an invitation: to do better, to think bigger, and to act in genuine partnership with the people who have built their lives here not out of wealth, but out of will.

Yours sincerely,  
Zoran Rakovic  
[Zoran.rakovic@act.org.nz](mailto:Zoran.rakovic@act.org.nz)  
021 285 1229

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

**To: Selwyn District Council**  
**Re: Submission on Future Deed of Licence – Upper Selwyn Huts**  
**From: Zoran Rakovic**  
**Date: 20 July 2025**

## **Submission: The Council's Proposed Deed of Licence Fails the Test of Community Wellbeing**

I write in strong opposition to the tone and structure of the proposed new Deed of Licence (DOL) for the Upper Selwyn Huts community. While the Council claims it is seeking "certainty and clarity," the proposed terms do not reflect balance, compassion, or respect for the lived reality of residents—many of whom are long-term, low-income, self-reliant citizens who simply wish to live quietly and sustainably without dependence on Council or state assistance.

The Council frames this as a technical and environmental matter. In reality, it is a political and ethical one. The proposed DOL does not promote community wellbeing as defined under **section 10(1)(b) of the Local Government Act 2002**, which requires councils to enable "the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future."

Instead, what Council offers is a highly conditional, fragile form of tenancy cloaked in procedural language, with the following core defects:

### **1. Arbitrary Termination Timeline**

Council proposes a fixed final date of 30 June 2039, after which no further renewals will be permitted—regardless of compliance, structural integrity, environmental improvements, or resident cooperation. This arbitrary cut-off functions less like a stewardship agreement and more like a slow eviction notice, imposed without due consideration of individual merit or community resilience.

### **2. Overreach and Surveillance**

The proposed inspection regime, while superficially about safety, introduces bureaucratic micromanagement into private lives. Council may inspect, report, demand costly remedial work, and terminate licences for non-compliance—all without any guarantee of support, equity of application, or independent dispute resolution.

### **3. Financial Burdens Without Ownership**

Residents are required to:

- Pay an annual licence fee (subject to yearly increases),
- Contribute to the wastewater pipeline installation (30% share),
- Pay targeted wastewater rates,
- Pay bonds for eventual site remediation,
- Fund repairs to infrastructure they do not own,
- Bear risk of forfeiture of their own dwellings without compensation.

Yet they hold no security of tenure, no equity, no title, and are explicitly barred from registering any legal interest in the land.



#### **4. Disregard for Social and Economic Wellbeing**

The Council asserts that the proposed DOL offers "clarity"—but for whom? For the Council, certainly. For residents, it offers a future of escalating costs, institutional surveillance, and ultimate dispossession. These are not abstract risks. They are already being experienced by residents trying to understand how they are to pay for infrastructure they didn't request and will never own.

This is a community that, by its very nature, should be celebrated. It is a living model of low-cost, low-impact housing. These are citizens asking only to remain in their humble homes, taking responsibility for their own lives, living within their means, and managing their own risks. They are not asking for subsidies—they are asking to be treated with dignity.

**Council should instead be using the flexibility of the LGA to explore alternative tenure models**, or to extend perpetual licences subject to compliance and viability, rather than pre-announcing the death of this settlement. This rigid stance conflicts with the Act's wellbeing purpose and appears engineered to gradually eliminate the community while shielding the Council from responsibility.

#### **Recommendations:**

1. **Remove the 2039 final termination date** and allow rolling renewals subject to resident compliance, environmental feasibility, and public interest.
2. **Replace discretionary termination clauses** with a fair, transparent, and independent dispute resolution mechanism.
3. **Reduce or restructure financial obligations**, especially the wastewater levy, which disproportionately burdens residents who have minimal impact on Council infrastructure compared to urban households.
4. **Affirm the social and cultural value** of the Upper Selwyn Huts community and explore creative pathways to support it as an example of alternative living, self-reliance, and minimal environmental impact.

If Council continues down its current path, it will not be remembered as the protector of Te Waihora or upholder of public safety. It will be remembered as the institution that oversaw the dismantling of a peaceful, resilient community—not because it had to, but because it could.

Please let this submission serve as both a protest and an invitation: to do better, to think bigger, and to act in genuine partnership with the people who have built their lives here not out of wealth, but out of will.

Yours sincerely,  
Zoran Rakovic  
[Zoran.rakovic@act.org.nz](mailto:Zoran.rakovic@act.org.nz)  
021 285 1229

**To: Selwyn District Council**

**Re: Submission on Future Deed of Licence – Upper Selwyn Huts**

**From: Zoran Rakovic**

**Date: 20 July 2025**

**Submission: The Council's Proposed Deed of Licence Fails the Test of Community Wellbeing**

I write in strong opposition to the tone and structure of the proposed new Deed of Licence (DOL) for the Upper Selwyn Huts community. While the Council claims it is seeking “certainty and clarity,” the proposed terms do not reflect balance, compassion, or respect for the lived reality of residents—many of whom are long-term, low-income, self-reliant citizens who simply wish to live quietly and sustainably without dependence on Council or state assistance.

The Council frames this as a technical and environmental matter. In reality, it is a political and ethical one. The proposed DOL does not promote community wellbeing as defined under **section 10(1)(b) of the Local Government Act 2002**, which requires councils to enable “the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future.”

Instead, what Council offers is a highly conditional, fragile form of tenancy cloaked in procedural language, with the following core defects:

**1. Arbitrary Termination Timeline**

Council proposes a fixed final date of 30 June 2039, after which no further renewals will be permitted—regardless of compliance, structural integrity, environmental improvements, or resident cooperation. This arbitrary cut-off functions less like a stewardship agreement and more like a slow eviction notice, imposed without due consideration of individual merit or community resilience.

**2. Overreach and Surveillance**

The proposed inspection regime, while superficially about safety, introduces bureaucratic micromanagement into private lives. Council may inspect, report, demand costly remedial work, and terminate licences for non-compliance—all without any guarantee of support, equity of application, or independent dispute resolution.

**3. Financial Burdens Without Ownership**

Residents are required to:

- Pay an annual licence fee (subject to yearly increases),
- Contribute to the wastewater pipeline installation (30% share),
- Pay targeted wastewater rates,
- Pay bonds for eventual site remediation,
- Fund repairs to infrastructure they do not own,
- Bear risk of forfeiture of their own dwellings without compensation.

Yet they hold no security of tenure, no equity, no title, and are explicitly barred from registering any legal interest in the land.

#### **4. Disregard for Social and Economic Wellbeing**

The Council asserts that the proposed DOL offers "clarity"—but for whom? For the Council, certainly. For residents, it offers a future of escalating costs, institutional surveillance, and ultimate dispossession. These are not abstract risks. They are already being experienced by residents trying to understand how they are to pay for infrastructure they didn't request and will never own.

This is a community that, by its very nature, should be celebrated. It is a living model of low-cost, low-impact housing. These are citizens asking only to remain in their humble homes, taking responsibility for their own lives, living within their means, and managing their own risks. They are not asking for subsidies—they are asking to be treated with dignity.

**Council should instead be using the flexibility of the LGA to explore alternative tenure models**, or to extend perpetual licences subject to compliance and viability, rather than pre-announcing the death of this settlement. This rigid stance conflicts with the Act's wellbeing purpose and appears engineered to gradually eliminate the community while shielding the Council from responsibility.

#### **Recommendations:**

1. **Remove the 2039 final termination date** and allow rolling renewals subject to resident compliance, environmental feasibility, and public interest.
2. **Replace discretionary termination clauses** with a fair, transparent, and independent dispute resolution mechanism.
3. **Reduce or restructure financial obligations**, especially the wastewater levy, which disproportionately burdens residents who have minimal impact on Council infrastructure compared to urban households.
4. **Affirm the social and cultural value** of the Upper Selwyn Huts community and explore creative pathways to support it as an example of alternative living, self-reliance, and minimal environmental impact.

If Council continues down its current path, it will not be remembered as the protector of Te Waihora or upholder of public safety. It will be remembered as the institution that oversaw the dismantling of a peaceful, resilient community—not because it had to, but because it could.

Please let this submission serve as both a protest and an invitation: to do better, to think bigger, and to act in genuine partnership with the people who have built their lives here not out of wealth, but out of will.

Yours sincerely,

Zoran Rakovic

[Zoran.rakovic@act.org.nz](mailto:Zoran.rakovic@act.org.nz)

021 285 1229

## Submitter Number: 154

**Full Name:** Kirrily Fea

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

Please see the attached pdf as my full submission including my full answer to Question 1 as this online form did not accept my submission in full.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

- **In relation to environmental events, we would like to be treated the same as everyone else in the district.**
- To the best of our knowledge, no mitigation solutions have been investigated by the Council. Mitigation options should be explored thoroughly before confirming events that will trigger retreat. Specific triggers provided here are inappropriate, vague and open to different interpretation. This gives the Council power to terminate Licences unnecessarily.
- The Civil Defence warning system is very effective and the community is also very organised with self-monitoring which enables them to manage their own evacuations if required.
- Flooding of road access is not a reason to warrant retreat.
- USH are not the only users of Days Rd. This road is used by Lower Selwyn Huts; the Ngai Tahu farm house; ECan; users of the lake and the boat ramp; as well as the neighbouring farmers. We believe the Council has a responsibility to maintain this road and this should not affect our future occupancy. Damage to the road is not a reason for USH to be permanently retreated.

- This community is motivated and willing to work with the Council to research any mitigation options. This should happen before any triggers are decided upon.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

- The Council commissioned reports from Aqualinc and ECan which contributed to the conclusion of the Jacob's report 7/3/25 (also commissioned by Council):
  - "a triggers-based approach is not recommended at this stage."
  - "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
  - "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years."
  - "Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community."

No further research has been carried out in this area and presented to the community, so it is unclear where the events listed in the consultation document have come from?

- Reference to environmental events leading to an early Licence end should only relate to a significant event which has caused serious damage to homes and people or a risk of a significant event that cannot be mitigated.

If this resulted in confirmation from an independent body that the USH is permanently uninhabitable, a Licence end date could be mutually agreed upon.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

- In the event of a serious environmental event, the next step would be a discussion with the community leading to a collaborative decision on the way forward.



- Without relocation or compensation being offered by either the Council or Central Government, as would be consistent with international standard practice for managed retreat, the community has a very high threshold for risk making trigger-based approach difficult to agree on. Compensation should be offered across NZ for managed retreat to ensure Council's only retreat when absolutely necessary and do not use climate events as a reason to follow a predetermined agenda.

**This community deserves to be treated in the same manner as any other community in the Selwyn District. Forcing their retreat before any significant risk has been identified or any major event has occurred without justification is not acceptable.**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

- A bond hasn't been required in 130 years. We are requesting a renewable Licence and in line with precedents set in the past, a bond should not be required.
- This is an additional cost to residents at a time when all costs are increasing, possibly significantly.

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Other: Only when an inspection is required in any other part of the Selwyn District.

---

**Please add your comments:**

- Buildings should only be inspected at the same time as any other house in Selwyn would be inspected.
  - The USH should be treated like everyone else in the district.
  - Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are awaiting confirmation as to whether a settlement-wide inspection is lawful.
- 

**Do you think the checklist covers the right things?**

No

Please specify what you would change

- This should be a lot inspection only and should not include the buildings as the Council are not landlords of our buildings.
  - The Building Condition – External section should be removed in its entirety.
  - The title of the inspection checklist should be changed from "Upper Selwyn Huts – Hut Condition Inspection" to "Upper Selwyn Huts – **Lot** Inspection".
-

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

- If there is a problem with the lot, a mutually agreed timeframe to remediate without punitive consequences.
  - Support and advice from Council would be helpful if there are any issues.
  - The Council should be making every effort to keep people in their homes given the current affordable housing shortage and lack of social housing.
- 

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

- Home owners should be encouraged to have a support person with them at the time of any inspection to protect their wellbeing.
- Any issues with an inspection should NOT be a reason to terminate a Licence.
- Ensuring that no one is made homeless is one of the Council's own guiding principles and assumptions.

**Clare Lenihan** LL.B. MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 📠 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002



- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### Reason:

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## Detailed reasons and background

### A. Licence term options

#### (i) Council not bound by finite term under the Reserves Act 1977

##### *Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v For North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].



7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
- (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
- (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m2.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002



7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."
29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*
- o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7

*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:
 

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994



(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiri Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

### Appendix One – Section 61 Reserves Act 1977

#### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.



### Kirrily Fea SDC Consultation Submission (21 July 2025)

*For the full details of this submission refer to Selwyn Huts' Owners Association submission 20/07/25 which I have summarised here in parts and further expanded in other parts. The variations from the Association's submission are highlighted in grey.*

*I have also attached a copy of this submission in case the formatting does not transfer to the online form.*

#### **Question 1: Licence Term Options**

Council is seeking feedback on three different options for how long future Licences should last. Please select your preferred Licence term from the options below.

- Fixed term of 5 years No renewal.
- A single fixed term of 30 years No renewal.
- Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

**Other:** Considering SDC's legal advice presented at the Council meeting 21/5/25 and applying the Reserves Act 1977 in relation to the term of the Licence, I request a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister Clare Lenihan.

**Please explain the reason for your selection:**

SDC's legal advice presented at the Council's meeting 21/5/25 stated:

1. SDC is granting the Licence term under the Reserves Act 1977, and
2. "Our recommendation is would be almost all leases and licences have a term. We don't believe having good Local Government Act decision making principles it would be open to you to make a decision even under your discretion to put an infinite term on a licence".

Both 1 & 2 above relate to our original preferred licence term of open ended with triggers. Since the Reserves Act 1977 allows for renewable terms (see legal opinion attached), to fit within SDC's legal team's advice given at this meeting, our Barrister has changed her recommended licence term from open ended with triggers to 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).

This opinion also states the Council is not bound by a non-renewable Licence, that the Council needs to consider their obligations as administrator of a **local purpose reserve for the purpose of hut settlement**, which includes the community, as well as its specific historic values.

In my opinion the Council is failing to meet their obligations as the administrator of this local purpose reserve and in addition there is clear and extensive evidence they have actively sought ways to end the settlement's occupancy since at least 2017.

The Council has not given any reason to justify a non-renewable Licence and is ignoring all the reasons for the next Licence to be renewable.



Do you have any other feedback? Yes No. Please add your comments:

Similar to the Selwyn Huts Owners' Association submission (differences highlighted in grey):

The following will expand on the above summary under the following headings:

1. The Council is not bound by any Non-Renewable Term
2. The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement
3. How The Council Are Not Meeting Their Legal Obligations
4. There Are No Reasons Justifying a Non-Renewable Licence
5. Other Reasons the Next Licence Should be Renewable

**1. The Council is not bound by any Non-Renewable Term**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

"54 (i) Council is not bound by any finite Licence term under the ROLD Act or the Reserves Act;

54 (ii) The Reserves Act indicates a Licence for more than one term of 33 years can be granted, with no specific end date;

54 (iii) Council is not bound by its 2019 Resolution to only consider a finite term"

**2. The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

"48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", **for the particular purpose for which it was classified.**

49. The functions of administering bodies include to **ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve for the purpose for which it is classified.**"

"51. Summary: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a Licence for a term consistent with the continued existence of the hut settlement."

"44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.**"

"54 (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community and **promote the social, economic and cultural well-being of that community both now and for the future**

54 (viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, **in the absence of justifiable reasons to grant a shorter or finite term, Council should grant a Licence for a term consistent with the continued existence of the hut settlement"**

### 3. How The Council Are Not Meeting Their Legal Obligations

There is clear evidence from 2017 that Selwyn District Council has not only failed to meet the legal obligations of an administrator of a Local Purpose Reserve but has actively sought multiple ways and reasons to terminate the hut settlement occupancy.

As summarised from the Selwyn Huts Owners' Association

- 2017 SDC seeks legal advice on the feasibility of refusing the renew the Licences.
- 2019
  - Under low significance and therefore no community consultation Council passes resolution that future Licences are now short term and ultimately for a finite period and in doing so ignoring council commissioned Development Matters recommendations.
  - SDC receives confirmation from Buddle Findlay that USH is probably an archaeological site and therefore potentially has heritage values and this would have consequences should USH achieve Heritage Listing.
  - SDC uses short term and ultimately finite resolution to block USH's Heritage NZ Pouhere Taonga application for entry on the Heritage List.
- 2023 SDC request to DOC to transfer the administration of USH is refused.
- 2024 SDC classifies the future occupancy of USH as low significance, ensuring any future strategy is not community led and present USH with a 174-page document 2 working days before the Council votes on the next Licence to occupy being a maximum of 15 years finite with no consultation.
- 2024-2025 SDC attempts to justify a non-renewable Licence based on an ever-changing list of reasons and not being interested in alternative opinions or solutions (see Number "4. There are No Reasons Justifying a Non-Renewable Licence" below).
- 2025 SDC fails to consult with USH in a quality and fair manner by:
  - Attempting to predetermine the licence term outcome by only presenting three non-renewable Licence term options and not including an "Other" box option significantly limiting feedback options.
    - Many owners have asked me "do we have to tick a box". Many will as they have been told by others that if they don't it will mean their submission wont count. They will tick a box but then put in the comments they do not agree. This will mean any summary data will be misleading
    - People from the wider community who support the USH right to stay will similarly tick the best option assuming they are making the best choice for us, not realising there are other options. Once again meaning the summary data will be misleading.

- For this reason we ask the Council to summarise the data by adding in an “other” box and separating out anyone who either hasn’t ticked a box but included comments, or has ticked a box but then altered their answer in the comments.
- Stating USH are on the shores of the lake which isn’t true
- Referring to our homes as huts
- Implying that the document has been shaped by independently facilitated sessions when these recommendations are been completely ignored
- Stating the reserve is public reserve without mentioning the Local Purpose Reserve classification which is a material omission.
- Stating that the balance of this document considers many things but excludes the administrator’s legal obligations when managing a Local Purpose Reserve.
- Stating the reasons for the non-renewable Licence terms are environmental impacts and protection; equity for all ratepayers and long term sustainability when there is no evidence supporting these claims.
- Classifying the significance level to moderate ensuring community led decision making will be limited.
- Justifying the moderate significance classification to Councillors on 21/5/25 by explaining this wouldn’t go out to the wider public, then advertising the submission process to the public the next week.

#### **4. There Are No Reasons Justifying a Non-Renewable Licence**

Since 2019 and particularly since March 2024, the Council has provided USH with an ever-evolving list of reasons for a non-renewable Licence. As some reasons are disproved, new reasons are provided. The USH community does not have a current list of Council reasons justifying a non-renewable Licence.

The question has always been, and remains, why should the next Licence be non-renewable for the first time in 130 years?

Collating multiple documents, we believe the following are the Council’s remaining justifications:

- Lake levels rising due to the lake not being opened
  - It was suggested on 5 March 2025 publicly excluded Councillor workshop that this trigger should be removed due to the unlikelihood of this scenario.
- Wider community tensions
  - What is meant by “wider community tension?”
  - It is the Councils’ role to manage community tensions. We believe the Council are creating community tensions about Upper Selwyn Huts by their media releases with their exaggerated narratives that the USH community are costing ratepayers money and that we are constantly at risk from extreme weather events, neither of which are true.
- Concerns about evacuations and road access being cut off during extreme weather events
  - USH has never flooded in 130 years.

- The USH community is proactive with monitoring river levels, listening to Civil Defence warnings, and self-evacuating when the road access is due to be cut off which is by design to release the pressure of the river at high levels.
- USH would like to be treated the same as everyone else in the Selwyn District when road access is cut off.
- Rising ground water and flood risks
  - Council commissioned Aqualinc report December 2024 concluded that based on their modelling, **USH will not be vulnerable to lake level rises or rising ground water until at least late in the century.** These conclusions do not support the next 30-year Licence being non-renewable.
  - Council commissioned Jacobs Report March 2025 concluded the available climate change and flooding information does not seem to support the need for retreat in the next 15-30 years.
  - Risk to the stop banks during high river levels has not been confirmed.
    - USH are working with ECAN to establish if there are areas of risk at extreme river levels.
    - **USH are not aware of any concerns raised by ECAN about the stop bank at the settlement.**
    - USH community believes the opposite stop bank is lower than the stop bank at the settlement and is more at risk.
    - ECAN has a plan to lower the opposite bank further downstream to release extreme pressure reducing risk further upstream.
    - **Further scientific data is required before concluding the stop banks at the USH settlement is at risk.**
- Legal Constraints
  - USH residents have adjusted their preferred Licence term option to fall within the constraints of SDC's internal legal team's advice to Councillors 21 May 2025 as follows:
    - 33 years is the limit for a Licence term when applying the Reserves Act 1977 and the next Licence needs to fit within that timeframe.
    - When applying good Local Government Act decision making principles, an infinite term on a Licence should apply.

For these two reasons, we have adjusted our preferred Licence term option from "open ended, with triggers" to "30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).
  - SDC internal legal team have refused to respond to our Barrister's legal opinion and our LGOIMA before the end of this consultation period denying USH the opportunity to counter their advice to Councillors.

We have requested the statutory interpretation for SDC's internal legal advice to Councillors several times as follows but have been denied this information each time:

  - Clare Lenihan phone call with Julie Hands. Julie refused to give details.
  - Email to SDC requesting response to our Barrister's opinion. SDC refuses to reply before the end of the current consultation period.
  - LGOIMA response refused before the end of the consultation period.

**For these reasons, legal constraints should not be used to justify a non-renewable Licence in September 2025.**

- Duty of Care
  - USH believes Buddle Findlay's advice to SDC overstates SDC's Duty of Care obligations as SDC is not a landlord of our homes, but rather administrators of the land only.
  - USH requires more time to obtain legal advice on SDC's Duty of Care in relation to being an administrator of the local purpose reserve.
  - SDCs known Duty of Care concerns:
    - Fire Risk - USH have been working with Fire and Emergency New Zealand (FENZ) who have subsequently contacted SDC. FENZ do not appear to be any more concerned about our homes compared to others in the district. They have given us some general advice which all homeowners would receive, which we are happy to share with the Council during any lot inspections.
    - Insanitary Buildings - there is no reason why USH residents should be treated differently from any other house in the Selwyn District in relation to insanitary buildings.

None of the above reason's SDC are using justifies the next Licence to Occupy being non-renewable, and no Council commissioned reports support this. The question has always been, and remains, why should the next Licence be non-renewable for the first time in 130 years?

#### **5. Other Reasons the Next Licence Should be Renewable**

- The Council as administrators of a local purpose reserve have legal obligations which they are failing to meet.
- In the absence of reasons to grant a shorter or finite term, Council should grant Licences for a term consistent with the continued existence of the hut settlement.
- No reason provided by the Council so far justifies a non-renewable Licence.
- Councils own commissioned scientific and consultant reports do not support a non-renewable Licence.
- USH has never flooded in 130 years.
- Heritage. SDC needs to consider the specific historic values of the reserve and community (Barrister opinion attached).
- USH has commissioned a Statement of Significance from historians Underground Overground Archaeology (UOA) (which will be provided to you before the Oral Submissions) which concludes that The Upper Selwyn Huts is an archaeological site and the place also contains significant heritage values. UOA recommends:
  - That the huts remain on their current site;

- That the Upper Selwyn Huts are added to HNZPT's List/Rārangi Korero as an historic area;
  - That the Upper Selwyn Huts are added to Selwyn District Council's District Plan heritage schedule.
  - UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.
- 130 years of Licence renewals precedent (Barrister's opinion attached).
  - Expectation of permanency - from 2015 the Licence contains the word **permanent**. It is in the current Licence 5 times (Barrister's opinion attached). Half of the houses have changed ownership since 2015, with the understanding that permanent means long term occupancy.
  - There is a current housing shortage and also limited availability of low cost housing, especially in Selwyn. The housing in USH should be protected for this reason for as long as it is safe to do so.
  - The USH is a unique community, and "a very special and welcoming place, both its built character and its strong sense of community. I would have hoped that Selwyn District Council could see Upper Selwyn Huts as being a special asset for as long as possible." (MP Andy Foster email to SDC 7/3/2025).
  - Security of tenure is a basic human right. The USH residents have not experienced this right for 10 years. They deserve to live in their homes in peace, privacy and comfort with less stress and more certainty.
  - USH community does not understand nor agree with the reasons behind a non-renewable Licence.
  - USH will continue to challenge SDC if a non-renewable Licence is voted in without justification. This will continue to waste Council's, ratepayers and USH's time and money as this decision is not based on fair representation.

*With all the reasons supporting a renewable Licence, and no reasons given that justify a non-renewable Licence, there is no reason why the next Licence can't be renewable conditional on environmental triggers.*

#### Summary/In Conclusion

I do not agree with any of the three Licence term options provided as they are all non-renewable.

SDC as administrators of a local purpose reserve for the purpose of hut settlement, have legal obligations when administering the reserve. It is clear that SDC are not meeting those obligations. In fact there is compelling evidence that SDC have been actively seeking ways to remove the community since 2017.



There are no reasons provided that justify a non-renewable Licence, however there are many reasons why the next Licence should be renewable.

**For these reasons, I am seeking a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister.**

I'd like to end my submission on Question 1 with this statement:

For whatever unknown reason SDC has been actively seeking out ways to terminate our Licence to Occupy since at least 2017. No reasons so far provided to the USH community justifies the disestablishment of an entire Selwyn Township and the destruction of a historically significant area which will eventually require the reclassification of this Local Purpose Reserve. If a non-renewable Licence term is voted on in September 2025, USH will continue to challenge this decision legally, further wasting everyone's time and money, and keeping SDC's decision making processes under public scrutiny. For those of you who are leaving this year, is this really the legacy you want to put your name to in your final vote as a Councillor? This decision has a significant impact and will be remembered.

#### **Question 2: Environmental Events for Early Licence End**

Council's priority is the safety and wellbeing of people in the community. Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a Licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with? Yes/No

Yes

Please explain your reason:

- **In relation to environmental events, we would like to be treated the same as everyone else in the district.**
- To the best of our knowledge, no mitigation solutions have been investigated by the Council. Mitigation options should be explored thoroughly before confirming events that will trigger retreat. Specific triggers provided here are inappropriate, vague and open to different interpretation. This gives the Council power to terminate Licences unnecessarily.
- The Civil Defence warning system is very effective and the community is also very organised with self-monitoring which enables them to manage their own evacuations if required.
- Flooding of road access is not a reason to warrant retreat.
- USH are not the only users of Days Rd. This road is used by Lower Selwyn Huts; the Ngai Tahu farm house; ECan; users of the lake and the boat ramp; as well as the neighbouring farmers. We believe the Council has a responsibility to maintain this road and this should not affect our future occupancy. Damage to the road is not a reason for USH to be permanently retreated.
- This community is motivated and willing to work with the Council to research any mitigation options. This should happen before any triggers are decided upon.

Are there any additional events that you think should be considered? Yes/No.

Yes

Please add your comments:

- The Council commissioned reports from Aqualinc and ECan which contributed to the conclusion of the Jacob's report 7/3/25 (also commissioned by Council):
  - "a triggers-based approach is not recommended at this stage."
  - "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
  - "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years."
  - "Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community."

No further research has been carried out in this area and presented to the community, so it is unclear where the events listed in the consultation document have come from?

- Reference to environmental events leading to an early Licence end should only relate to a significant event which has caused serious damage to homes and people or a risk of a significant event that cannot be mitigated.  
If this resulted in confirmation from an independent body that the USH is permanently uninhabitable, a Licence end date could be mutually agreed upon.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

- In the event of a serious environmental event, the next step would be a discussion with the community leading to a collaborative decision on the way forward.
- Without relocation or compensation being offered by either the Council or Central Government, as would be consistent with international standard practice for managed retreat, the community has a very high threshold for risk making trigger-based approach difficult to agree on. Compensation should be offered across NZ for managed retreat to ensure Council's only retreat when absolutely necessary and do not use climate events as a reason to follow a predetermined agenda.

**This community deserves to be treated in the same manner as any other community in the Selwyn District. Forcing their retreat before any significant risk has been identified or any major event has occurred without justification is not acceptable.**

### Question 3: Bond Requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a Licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply? Yes/No

Yes

Please add your comments.

- A bond hasn't been required in 130 years. We are requesting a renewable Licence and in line with precedents set in the past, a bond should not be required.
- This is an additional cost to residents at a time when all costs are increasing, possibly significantly.

Do you have any other feedback or suggestions on the inclusion of a bond? Yes/No

No

Please add your comments:

### Question 4: Building Condition Inspection Programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.



How often do you think condition inspections should occur?

- Every year
- Every 2 years
- Every 3-5 years
- Only when there's a complaint or issue raised
- Other

Other: Only when an inspection is required in any other part of the Selwyn District.

Please add your comments:

- Buildings should only be inspected at the same time as any other house in Selwyn would be inspected.
- The USH should be treated like everyone else in the district.
- Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are awaiting confirmation as to whether a settlement-wide inspection is lawful.

Do you think the checklist covers the right things?

Yes/No/Not Sure

No

Please specify what you would change:

- This should be a lot inspection only and should not include the buildings as the Council are not landlords of our buildings.
- The Building Condition – External section should be removed in its entirety.
- The title of the inspection checklist should be changed from "Upper Selwyn Huts – Hut Condition Inspection" to "Upper Selwyn Huts – Lot Inspection".

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments.

- If there is a problem with the lot, a mutually agreed timeframe to remediate without punitive consequences.
- Support and advice from Council would be helpful if there are any issues.
- The Council should be making every effort to keep people in their homes given the current affordable housing shortage and lack of social housing.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

- Home owners should be encouraged to have a support person with them at the time of any inspection to protect their wellbeing.
- Any issues with an inspection should NOT be a reason to terminate a Licence.
- **Ensuring that no one is made homeless is one of the Council's own guiding principles and assumptions.**

## Submitter Number: 128

**Full Name:** Susan Rogers

**Organisation:** Selwyn Hut Owners' Association Inc

**Wish to speak to the submission:** Yes

---

### What is your connection or interest to Upper Selwyn Huts?

Other

The Selwyn Huts Owners' Association represents 94% of the homeowners of the Upper Selwyn Huts

---

### What is your interest in the area?

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

### Do you have any other feedback on licence terms?

Yes

---

### Please add your comments:

Other: Residents seek a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).

Our preferred option is based on our Barrister's legal opinion 20 June 2025 (attached) which states the Council is not bound by a non-renewable Licence, that the Council needs to consider their obligations as administrator of a **local purpose reserve for the purpose of hut settlement**, which includes the community, as well as its specific historic values.



The Council is failing to meet their obligations as the administrator of this local purpose reserve and in addition there is clear and extensive evidence they have actively sought ways to end the settlement's occupancy since at least 2017.

The Council has not given any reason to justify a non-renewable Licence and is ignoring all the reasons for the next Licence to be renewable.

***Why can't we have a renewable Licence?***

*Please note - the Selwyn Huts Owners' Association Inc represents 94% of the homeowners of Upper Selwyn Huts.*

The following will expand on the above summary under the following headings:

1. The Council is not bound by any Non-Renewable Term
2. The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement
3. How The Council Are Not Meeting Their Legal Obligations
4. There Are No Reasons Justifying a Non-Renewable Licence
5. Other Reasons the Next Licence Should be Renewable

1. **The Council is not bound by any Non-Renewable Term**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

"54 (i) Council is not bound by any finite Licence term under the ROLD Act or the Reserves Act;

54 (ii) The Reserves Act indicates a Licence for more than one term of 33 years can be granted, with no specific end date;

54 (iii) Council is not bound by its 2019 Resolution to only consider a finite term"

***Why is the Council's legal team advising Councillors that the next Licence must be non-renewable?***

2. **The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

“48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, **for the particular purpose for which it was classified.**

49. The functions of administering bodies include to **ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve for the purpose for which it is classified.”**

“51. Summary: Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a Licence for a term consistent with the continued existence of the hut settlement.”

“44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.”**

“54 (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community and **promote the social, economic and cultural well-being of that community both now and for the future**

54 (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, **in the absence of justifiable reasons to grant a shorter or finite term, Council should grant a Licence for a term consistent with the continued existence of the hut settlement”**

M.P. Andy Foster (ex Wellington Mayor) Email to Sam Broughton; Sharon Mason & Tim Harris 5/3/25:

“This community is not wealthy, and some of its members are vulnerable in their circumstances. **Councils have a duty of care under the Local Government Act”.**

Selwyn District Council – USH Councillors Workshop Notes Publicly Excluded 5/3/25:

Guiding Principles and Assumptions  
**“Ensuring that no one is made homeless”**

Public Consultation and Decision Making in Local Government: Application of Administrative Law (oag.parliament.nz):

“Procedural fairness requires...the interested parties must receive a **“fair hearing”**”

**“Predetermination.** A decision in the consultative process could be challenged if a decision maker has predetermined the question on which comment was sought”

### 3. **How The Council Are Not Meeting Their Legal Obligations**

As per above, the Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, **for the particular purpose for which it was classified**, and the functions of administering bodies include to **ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve for the purpose for which it is classified.**

There is clear evidence from 2017 that Selwyn District Council has not only failed to meet these obligations but has actively sought multiple ways and reasons to terminate the occupancy of the Upper Selwyn Huts from this Local Purpose Reserve as follows:

- 2017 SDC **fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve** by seeking a legal opinion on ability to end USH occupancy.

Buddle Findlay legal opinion to SDC:

“You have asked for our views on the following matters:

(a) The feasibility of refusing to renew the Licences”...

- 2019, 8 May Council Meeting – SDC **fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve** by passing a resolution to make future Licences short term and ultimately finite:

- 2018 Council Commissioned report “Upper Selwyn Huts Community Strategy Development Draft Working Proposal” by Development Matters recommends:
  - “for the Council to give certainty and transparency for Licence holders, the council will grant a Licence for a five-year period from 30 June 2020 and five subsequent renewals of five-year periods. The subsequent renewals will be determined by both the life of the wastewater consent and the ongoing impact of climate change”.
- Councillors ignore these recommendations and under the **low significance** classification (and therefore no formal community consultation) and **publicly excluded meeting**, Council pass the resolution that hut **Licences and subsequent renewals are short term and ultimately for a finite period**.
- 2019 SDC **fails to recognise and protect the historic significance** of the USH by blocking the USH Heritage List Application:
  - 4 March 2019 Heritage New Zealand Pouhere Taonga (HNZPT) receives Upper Selwyn Huts application for entry on the New Zealand Heritage List/Rarangi Korero Historic Places and Historic Areas.
  - 7 March 2019 SDC receives legal opinion from Buddle Findlay which states:
    - “we would not find it particularly surprising if there was expert support of there being heritage values of some kind in at least some of the Huts, or the area as a whole, given it’s history. Notably the Huts were apparently established in 1895, which in itself could potentially mean they have relevance as an “archaeological site” for the purposes of the Act (ie being associated with human activity before 1900).”
    - “If part or all of the Huts were to be entered on the Statutory List as a historic area, the most notable consequence would be that HNZPT could then “make recommendations to [the Council] as to the appropriate measures that [the Council] should take to assist in the conservation and protection of the historic area”, to which the Council must “have particular regard”.
  - 8 May 2019 SDC under the low significance classification (and therefore no formal community consultation) and publicly excluded meeting, pass the resolution that hut Licences and subsequent renewals are short term and ultimately for a finite period.
  - 12 June 2019 SDC writes to HNZPT informing them of the 8 May 2019 Council Resolution that “hut Licences and subsequent renewals are short term and ultimately for a finite period”.

- 5 August 2019 HNZPT writes to Council and USH declining USH application for entry on the NZ Heritage List based on the Council's 8 May 2019 resolution.
  - 24 April 2024 Selwyn Huts Owners' Association's Barrister Clare Lenihan wrote to the Association questioning whether HNZPT could decline this application on the grounds that it did.
- **2023 SDC fails to meet administrator's obligations** by attempting to transfer its administering functions and obligations of the Local Purpose Reserve to the Department of Conservation:
    - 14 June 2023 Buddle Findlay, on behalf of SDC, writes to DOC stating:
      - The reserve is surplus to its requirements and should be returned to the Crown
      - The Crown, DOC or an alternative administering body will be best place to manage the Reserve and the existing Hut Settlement
    - 18 September 2023 DOC replies:
      - "Given the local nature of the Reserve revoking the Council's appointment would not be for the "better carrying out the purpose of the Reserve".
      - "The Council remains best placed to manage the Reserves local purposes"
      - "There is no evidence that any other agency including iwi would be better placed to manage the Reserve for its current purposes."
- **2024 (March) SDC fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve and fails to promote the social, economic and cultural well-being of the community** by:
    - Classifying the future occupancy of USH as low significance, ensuring any future strategy is not community led.
    - Presents USH with a 174-page document 2 working days before the Council votes on the next Licence to occupy being a maximum of 15 years finite with no consultation.
- **2024-2025 SDC fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve and fails to promote the social, economic and cultural well-being of the community** by attempting to justify a non-renewable Licence based on an ever-changing list of reasons and not being interested in alternative opinions or solutions (see

Number “4. There are No Reasons Justifying a Non-Renewable Licence” below).

- 2025 (May-June) SDC **fails quality and fair consultation with USH by predetermining the Licence term outcome:**
  - Question 1. Licence Term Options of the Future Deed of Licence Consultation document only provides non-renewable options and does not include an “Other” box. This incorrectly implies non-renewable are the only Licence options and predetermining the consultation outcome.
  - Selwyn Huts Owners’ Association requests that any consultation summary includes the total submissions that prefer “Other” Licence terms options, which include any submission that didn’t have a box ticked but included comments; as well as any submission that had a box ticked but included comments for the term to be renewable or similar.

***Why hasn’t the Council described USH as a “Local Purpose Reserve, for the purpose of hut settlement” anywhere in the consultation document or in any media releases?***

***Are the Council aware of their legal obligations as an administrator of a Local Purpose Reserve?***

***Why has the Council predetermined a non-renewable Licence since 2017 and refused to carry out community led engagement?***

***Why has the Council not recognised or moved to protect USH’s significant heritage values since Buddle Findlay identified these in 2019?***

#### **4. There Are No Reasons Justifying a Non-Renewable Licence**

Since 2019 and particularly since March 2024, the Council has provided USH with an ever-evolving list of reasons for a non-renewable Licence. As some reasons are disproved, new reasons are provided. The USH community does not have a current list of Council reasons justifying a non-renewable Licence.

The question has always been, and remains, why should the next Licence be non-renewable for the first time in 130 years?



Collating multiple documents, we believe the following are the Council's remaining justifications:

- Lake levels rising due to the lake not being opened
  - It was suggested on 5 March 2025 publicly excluded Councillor workshop that this trigger should be removed due to the unlikelihood of this scenario.
  
- Wider community tensions
  - What is meant by “wider community tension?”
  - It is the Councils' role to manage community tensions. We believe the Council are creating community tensions about Upper Selwyn Huts by their media releases with their exaggerated narratives that the USH community are costing ratepayers money and that we are constantly at risk from extreme weather events, neither of which are true.
  
- Concerns about evacuations and road access being cut off during extreme weather events
  - USH has never flooded in 130 years.
  - The USH community is proactive with monitoring river levels, listening to Civil Defence warnings, and self-evacuating when the road access is due to be cut off which is by design to release the pressure of the river at high levels.
  - USH would like to be treated the same as everyone else in the Selwyn District when road access is cut off.
  
- Rising ground water and flood risks
  - Council commissioned Aqualinc report December 2024 concluded that based on their modelling, **USH will not be vulnerable to lake level rises or rising ground water until at least late in the century.** These conclusions do not support the next 30 year Licence being non-renewable.
  - Council commissioned Jacobs Report March 2025 concluded the available climate change and flooding information does not seem to support the need for retreat in the next 15-30 years.
  - Risk to the stop banks during high river levels has not been confirmed.
    - USH are working with ECAN to establish if there are areas of risk at extreme river levels.
    - **USH are not aware of any concerns raised by ECAN about the stop bank at the settlement.**
    - USH community believes the opposite stop bank is lower than the stop bank at the settlement and is more at risk.

- ECAN has a plan to lower the opposite bank further downstream to release extreme pressure reducing risk further upstream.
- **Further scientific data is required before concluding the stop banks at the USH settlement is at risk.**

- Legal Constraints

- have adjusted their preferred Licence term option to fall within the constraints of SDC's internal legal team's advice to Councillors 21 May 2025 as follows:
  - 33 years is the limit for a Licence term when applying the Reserves Act 1977 and the next Licence needs to fit within that timeframe.
  - When applying good Local Government Act decision making principles, an infinite term on a Licence should apply.

For these two reasons, we have adjusted our preferred Licence term option from "open ended, with triggers" to "30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).

- SDC internal legal team have refused to respond to our Barrister's legal opinion and our LGOIMA before the end of this consultation period denying USH the opportunity to counter their advice to Councillors.

We have requested the statutory interpretation for SDC's internal legal advice to Councillors several times as follows but have been denied this information each time:

- Clare Lenihan phone call with Julie Hands. Julie refused to give details.
- Email to SDC requesting response to our Barrister's opinion. SDC refuses to reply before the end of the current consultation period.
- LGOIMA response refused before the end of the consultation period.

**For these reasons, legal constraints should not be used to justify a non-renewable Licence in September 2025.**

- Duty of Care

- USH believes Buddle Findlay's advice to SDC overstates SDC's Duty of Care obligations as SDC is not a landlord of our homes, but rather administrators of the land only.

- USH requires more time to obtain legal advice on SDC's Duty of Care in relation to being an administrator of the local purpose reserve.
- SDCs known Duty of Care concerns:
  - Fire Risk - USH have been working with Fire and Emergency New Zealand (FENZ) who have subsequently contacted SDC. FENZ do not appear to be any more concerned about our homes compared to others in the district. They have given us some general advice which all homeowners would receive, which we are happy to share with the Council during any lot inspections.
  - Insanitary Buildings - there is no reason why USH residents should be treated differently from any other house in the Selwyn District in relation to insanitary buildings.

***Why can't we have a 30 year renewable Licence?***

***Why has the Council continually shifted the goal posts since 2017?***

***Why has the Council ignored the recommendations of both the Council commissioned Aqualinc and Jacobs reports and continue to push for a non-renewable licence?***

***Why hasn't the Council's legal team given us the legislative details of their advice to Councillors despite our LGOIMA, request for a response to Barristers opinion and phone call from the Barrister?***

## **5. Other Reasons the Next Licence Should be Renewable**

The Council as administrators of a local purpose reserve have legal obligations which they are failing to meet.

- In the absence of reasons to grant a shorter or finite term, Council should grant Licences for a term consistent with the continued existence of the hut settlement.
- No reason provided by the Council so far justifies a non-renewable Licence.
- Councils own commissioned scientific and consultant reports do not support a non-renewable Licence.
- USH has never flooded in 130 years.

- Heritage. SDC needs to consider the specific historic values of the reserve and community (Barrister opinion attached).
- USH has commissioned a Statement of Significance from historians Underground Overground Archaeology (UOA) (which will be provided to you before the Oral Submissions) which concludes that The Upper Selwyn Huts is an archaeological site and the place also contains significant heritage values. UOA recommends:
  - That the huts remain on their current site;
  - That the Upper Selwyn Huts are added to HNZPT's List/Rārangī Korero as a historic area;
  - That the Upper Selwyn Huts are added to Selwyn District Council's District Plan heritage schedule.
  - UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.
- 130 years of Licence renewals precedent (Barrister's opinion attached).
- Expectation of permanency - from 2015 the Licence contains the word **permanent**. It is in the current Licence 5 times (Barrister's opinion attached). Half of the houses have changed ownership since 2015, with the understanding that permanent means long term occupancy.
- There is a current housing shortage and also limited availability of low cost housing, especially in Selwyn. The housing in USH should be protected for this reason for as long as it is safe to do so.
- The USH is a unique community, and "a very special and welcoming place, both its built character and its strong sense of community. I would have hoped that Selwyn District Council could see Upper Selwyn Huts as being a special asset for as long as possible." (MP Andy Foster email to SDC 7/3/2025).
- Security of tenure is a basic human right. The USH residents have not experienced this right for 10 years. They deserve to live in their homes in peace, privacy and comfort with less stress and more certainty.
- USH community does not understand nor agree with the reasons behind a non-renewable Licence.
- USH will continue to challenge SDC if a non-renewable Licence is voted in without justification.

***With all the reasons supporting a renewable Licence, and no reasons given that justify a non-renewable Licence, why can't the next Licence be renewable?***

### **Summary/In Conclusion**

Selwyn Huts Owners' Association does not agree with any of the three Licence term options provided as they are all non-renewable.

SDC as administrators of a local purpose reserve for the purpose of hut settlement, have legal obligations when administering the reserve. Selwyn Huts Owners' Association does not believe SDC are meeting those obligations. In fact there is compelling evidence that SDC have been actively seeking ways to remove the community since 2017.

There are no reasons provided that justify a non-renewable Licence, however there are many reasons why the next Licence should be renewable.

**For these reasons, the residents seek a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister.**

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

- **In relation to environmental events, we would like to be treated the same as everyone else in the district.**
  - To the best of our knowledge, no mitigation solutions have been investigated by the Council. Mitigation options should be explored thoroughly before confirming events that will trigger retreat. Specific triggers provided here are inappropriate, vague and open to different interpretation. This gives the Council power to terminate Licences unnecessarily.
  - The Civil Defence warning system is very effective and the community is also very organised with self-monitoring which enables them to manage their own evacuations if required.
  - Flooding of road access is not a reason to warrant retreat.
  - USH are not the only users of Days Rd. This road is used by Lower Selwyn Huts; the Ngai Tahu farm house; ECan; users of the lake and the boat ramp; as well as the neighbouring farmers. We believe the Council has a responsibility to maintain this road and this should not affect our future occupancy. Damage to the road is not a reason for USH to be permanently retreated.
  - This community is motivated and willing to work with the Council to research any mitigation options. This should happen before any triggers are decided upon.
- 

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

- The Council commissioned reports from Aqualinc and ECan which contributed to the conclusion of the Jacob's report 7/3/25 (also commissioned by Council):
  - "a triggers-based approach is not recommended at this stage."
  - "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
  - "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years."
  - "Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community."



No further research has been carried out in this area and presented to the community, so it is unclear where the events listed in the consultation document have come from?

- Reference to environmental events leading to an early Licence end should only relate to a significant event which has caused serious damage to homes and people or a risk of a significant event that cannot be mitigated.

If this resulted in confirmation from an independent body that the USH is permanently uninhabitable, a Licence end date could be mutually agreed upon.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

- In the event of a serious environmental event, the next step would be a discussion with the community leading to a collaborative decision on the way forward.

**This community deserves to be treated in the same manner as any other community in the Selwyn District. Forcing their retreat before any significant risk has been identified or any major event has occurred without justification is not acceptable.**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

- A bond hasn't been required in 130 years. We are requesting a renewable Licence and in line with precedents set in the past, a bond should not be required.
- This is an additional cost to residents at a time when all costs are increasing, possibly significantly.

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Only when SDC receives a complaint

---

**Please add your comments:**

- Buildings should only be inspected when a complaint is made regarding an individual house.
  - The USH should be treated like everyone else in the district.
  - Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are awaiting confirmation as to whether a settlement-wide inspection is lawful.
- 

**Do you think the checklist covers the right things?**

No

Please specify what you would change

- This should be a lot inspection only and should not include the buildings as the Council are not landlords of our buildings.
  - The Building Condition – External section should be removed in its entirety.
-

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

- If there is a problem with the lot, a mutually agreed timeframe to remediate without punitive consequences.
  - Support and advice from Council would be helpful if there are any issues.
- 

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

- Any issues with an inspection should NOT be a reason to terminate a Licence.
- Ensuring that no one is made homeless is one of the Council's own guiding principles and assumptions.

**PLEASE NOTE - A PDF VERSION OF THIS SUBMISSION HAS BEEN ATTACHED IF THERE ARE ANY FORMATTING ISSUES WITH THE VOLUME OF THIS SUBMISSION.**

**Selwyn Huts Owners' Association Consultation Submission (20 July 2025)**

**Question 1: Licence Term Options**

Council is seeking feedback on three different options for how long future Licences should last. Please select your preferred Licence term from the options below.

- Fixed term of 5 years No renewal.
- A single fixed term of 30 years No renewal.
- Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Other: Residents seek a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).

Please explain the reason for your selection:

Our preferred option is based on our Barrister's legal opinion 20 June 2025 (attached) which states the Council is not bound by a non-renewable Licence, that the Council needs to consider their obligations as administrator of a **local purpose reserve for the purpose of hut settlement**, which includes the community, as well as its specific historic values.

The Council is failing to meet their obligations as the administrator of this local purpose reserve and in addition there is clear and extensive evidence they have actively sought ways to end the settlement's occupancy since at least 2017.

The Council has not given any reason to justify a non-renewable Licence and is ignoring all the reasons for the next Licence to be renewable.

**Why can't we have a renewable Licence?**

Do you have any other feedback? Yes No.

Yes

Please add your comments:

*Please note - the Selwyn Huts Owners' Association Inc represents 94% of the homeowners of Upper Selwyn Huts.*

The following will expand on the above summary under the following headings:

1. The Council is not bound by any Non-Renewable Term
2. The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement
3. How The Council Are Not Meeting Their Legal Obligations
4. There Are No Reasons Justifying a Non-Renewable Licence
5. Other Reasons the Next Licence Should be Renewable

**1. The Council is not bound by any Non-Renewable Term**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

"54 (i) Council is not bound by any finite Licence term under the ROLD Act or the Reserves Act;

54 (ii) The Reserves Act indicates a Licence for more than one term of 33 years can be granted, with no specific end date;

54 (iii) Council is not bound by its 2019 Resolution to only consider a finite term"

**Why Is the Council's legal team advising Councillors that the next Licence must be non-renewable?**

**2. The Council's Obligations as Administrator of a Local Purpose Reserve for the Purpose of Hut Settlement**

Barrister Clare Lenihan's Opinion 20 June 2025 (attached):

"48. The Minister of Conservation appoints a local authority to control and manage a reserve "for better carrying out the purpose of any reserve", **for the particular purpose for which it was classified.**

49. The functions of administering bodies include to **ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve for the purpose for which it is classified.**"

"51. Summary: Given the purpose of the reserve is a "hut settlement", and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a Licence for a term consistent with the continued existence of the hut settlement."

"44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.**"

"54 (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community and **promote the social, economic and cultural well-being of that community both now and for the future**

54 (viii) Given the reserve purpose is "hut settlement", and in accordance with the broader purposes of the Local Government Act 2002, **in the absence of justifiable reasons to grant a shorter or finite term, Council should grant a Licence for a term consistent with the continued existence of the hut settlement"**

M.P. Andy Foster (ex Wellington Mayor) Email to Sam Broughton; Sharon Mason & Tim Harris 5/3/25:

"This community is not wealthy, and some of its members are vulnerable in their circumstances. **Councils have a duty of care under the Local Government Act"**.

Selwyn District Council – USH Councillors Workshop Notes Publicly Excluded 5/3/25:  
Guiding Principles and Assumptions

**“Ensuring that no one is made homeless”**

Public Consultation and Decision Making in Local Government: Application of Administrative Law  
(oag.parliament.nz):

“Procedural fairness requires...the interested parties must receive a **“fair hearing”**”

**“Predetermination.** A decision in the consultative process could be challenged if a decision maker has predetermined the question on which comment was sought”

**3. How The Council Are Not Meeting Their Legal Obligations**

As per above, the Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, **for the particular purpose for which it was classified**, and the functions of administering bodies include to **ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve for the purpose for which it is classified**.

There is clear evidence from 2017 that Selwyn District Council has not only failed to meet these obligations but has actively sought multiple ways and reasons to terminate the occupancy of the Upper Selwyn Huts from this Local Purpose Reserve as follows:

- 2017 SDC **fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve** by seeking a legal opinion on ability to end USH occupancy.

Buddle Findlay legal opinion to SDC:

“You have asked for our views on the following matters:

(a) The feasibility of refusing to renew the Licences”...

- 2019, 8 May Council Meeting – SDC **fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve** by passing a resolution to make future Licences short term and ultimately finite:
  - 2018 Council Commissioned report “Upper Selwyn Huts Community Strategy Development Draft Working Proposal” by Development Matters recommends:
    - “for the Council to give certainty and transparency for Licence holders, the council will grant a Licence for a five-year period from 30 June 2020 and five subsequent renewals of five-year periods. The subsequent renewals will be determined by both the life of the wastewater consent and the ongoing impact of climate change”.
  - Councillors ignore these recommendations and under the **low significance** classification (and therefore no formal community consultation) and **publicly excluded meeting**, Council pass the resolution that hut **Licences and subsequent renewals are short term and ultimately for a finite period**.
- 2019 SDC **fails to recognise and protect the historic significance** of the USH by blocking the USH Heritage List Application:
  - 4 March 2019 Heritage New Zealand Pouhere Taonga (HNZPT) receives Upper Selwyn Huts application for entry on the New Zealand Heritage List/Rarangi Korero Historic Places and Historic Areas.



- 7 March 2019 SDC receives legal opinion from Buddle Findlay which states:
    - “we would not find it particularly surprising if there was expert support of there being heritage values of some kind in at least some of the Huts, or the area as a whole, given it’s history. Notably the Huts were apparently established in 1895, which in itself could potentially mean they have relevance as an “archaeological site” for the purposes of the Act (ie being associated with human activity before 1900).”
    - “If part or all of the Huts were to be entered on the Statutory List as a historic area, the most notable consequence would be that HNZPT could then “make recommendations to [the Council] as to the appropriate measures that [the Council] should take to assist in the conservation and protection of the historic area”, to which the Council must “have particular regard”.
  - 8 May 2019 SDC under the low significance classification (and therefore no formal community consultation) and publicly excluded meeting, pass the resolution that hut Licences and subsequent renewals are short term and ultimately for a finite period.
  - 12 June 2019 SDC writes to HNZPT informing them of the 8 May 2019 Council Resolution that “hut Licences and subsequent renewals are short term and ultimately for a finite period”.
  - 5 August 2019 HNZPT writes to Council and USH declining USH application for entry on the NZ Heritage List based on the Council’s 8 May 2019 resolution.
  - 24 April 2024 Selwyn Huts Owners’ Association’s Barrister Clare Lenihan wrote to the Association questioning whether HNZPT could decline this application on the grounds that it did.
- 2023 SDC **fails to meet administrator’s obligations** by attempting to transfer its administering functions and obligations of the Local Purpose Reserve to the Department of Conservation:
    - 14 June 2023 Buddle Findlay, on behalf of SDC, writes to DOC stating:
      - The reserve is surplus to its requirements and should be returned to the Crown
      - The Crown, DOC or an alternative administering body will be best place to manage the Reserve and the existing Hut Settlement
    - 18 September 2023 DOC replies:
      - “Given the local nature of the Reserve revoking the Council’s appointment would not be for the “better carrying out the purpose of the Reserve”.
      - “The Council remains best placed to manage the Reserves local purposes”
      - “There is no evidence that any other agency including iwi would be better placed to manage the Reserve for its current purposes.”
  - 2024 (March) SDC **fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve and fails to promote the social, economic and cultural well-being of the community** by:
    - Classifying the future occupancy of USH as low significance, ensuring any future strategy is not community led.
    - Presents USH with a 174-page document 2 working days before the Council votes on the next Licence to occupy being a maximum of 15 years finite with no consultation.

- 2024-2025 SDC fails to ensure the use and enjoyment of, and to protect and preserve the classified purpose of the reserve and fails to promote the social, economic and cultural well-being of the community by attempting to justify a non-renewable Licence based on an ever-changing list of reasons and not being interested in alternative opinions or solutions (see Number "4. There are No Reasons Justifying a Non-Renewable Licence" below).
- 2025 (May-June) SDC fails quality and fair consultation with USH by predetermining the Licence term outcome:
  - Question 1. Licence Term Options of the Future Deed of Licence Consultation document only provides non-renewable options and does not include an "Other" box. This incorrectly implies non-renewable are the only Licence options and predetermining the consultation outcome.
  - Selwyn Huts Owners' Association requests that any consultation summary includes the total submissions that prefer "Other" Licence terms options, which include any submission that didn't have a box ticked but included comments; as well as any submission that had a box ticked but included comments for the term to be renewable or similar.

**Why hasn't the Council described USH as a "Local Purpose Reserve, for the purpose of hut settlement" anywhere in the consultation document or in any media releases?**

**Are the Council aware of their legal obligations as an administrator of a Local Purpose Reserve?**

**Why has the Council predetermined a non-renewable Licence since 2017 and refused to carry out community led engagement?**

**Why has the Council not recognised or moved to protect USH's significant heritage values since Buddle Findlay identified these in 2019?**

#### **4. There Are No Reasons Justifying a Non-Renewable Licence**

Since 2019 and particularly since March 2024, the Council has provided USH with an ever-evolving list of reasons for a non-renewable Licence. As some reasons are disproved, new reasons are provided. The USH community does not have a current list of Council reasons justifying a non-renewable Licence.

The question has always been, and remains, why should the next Licence be non-renewable for the first time in 130 years?

Collating multiple documents, we believe the following are the Council's remaining justifications:

- Lake levels rising due to the lake not being opened
  - It was suggested on 5 March 2025 publicly excluded Councillor workshop that this trigger should be removed due to the unlikelihood of this scenario.
- Wider community tensions
  - What is meant by "wider community tension?"

- It is the Councils' role to manage community tensions. We believe the Council are creating community tensions about Upper Selwyn Huts by their media releases with their exaggerated narratives that the USH community are costing ratepayers money and that we are constantly at risk from extreme weather events, neither of which are true.
- Concerns about evacuations and road access being cut off during extreme weather events
  - USH has never flooded in 130 years.
  - The USH community is proactive with monitoring river levels, listening to Civil Defence warnings, and self-evacuating when the road access is due to be cut off which is by design to release the pressure of the river at high levels.
  - USH would like to be treated the same as everyone else in the Selwyn District when road access is cut off.
- Rising ground water and flood risks
  - Council commissioned Aqualinc report December 2024 concluded that based on their modelling, **USH will not be vulnerable to lake level rises or rising ground water until at least late in the century.** These conclusions do not support the next 30 year Licence being non-renewable.
  - Council commissioned Jacobs Report March 2025 concluded the available climate change and flooding information does not seem to support the need for retreat in the next 15-30 years.
  - Risk to the stop banks during high river levels has not been confirmed.
    - USH are working with ECAN to establish if there are areas of risk at extreme river levels.
    - **USH are not aware of any concerns raised by ECAN about the stop bank at the settlement.**
    - USH community believes the opposite stop bank is lower than the stop bank at the settlement and is more at risk.
    - ECAN has a plan to lower the opposite bank further downstream to release extreme pressure reducing risk further upstream.
    - **Further scientific data is required before concluding the stop banks at the USH settlement is at risk.**
- Legal Constraints
  - USH residents have adjusted their preferred Licence term option to fall within the constraints of SDC's internal legal team's advice to Councillors 21 May 2025 as follows:
    - 33 years is the limit for a Licence term when applying the Reserves Act 1977 and the next Licence needs to fit within that timeframe.
    - When applying good Local Government Act decision making principles, an infinite term on a Licence should apply.

For these two reasons, we have adjusted our preferred Licence term option from "open ended, with triggers" to "30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed).

- SDC internal legal team have refused to respond to our Barrister's legal opinion and our LGOIMA before the end of this consultation period denying USH the opportunity to counter their advice to Councillors.

We have requested the statutory interpretation for SDC's internal legal advice to Councillors several times as follows but have been denied this information each time:

- Clare Lenihan phone call with Julie Hands. Julie refused to give details.
- Email to SDC requesting response to our Barrister's opinion. SDC refuses to reply before the end of the current consultation period.
- LGOIMA response refused before the end of the consultation period.

**For these reasons, legal constraints should not be used to justify a non-renewable Licence in September 2025.**

- Duty of Care
  - USH believes Buddle Findlay's advice to SDC overstates SDC's Duty of Care obligations as SDC is not a landlord of our homes, but rather administrators of the land only.
  - USH requires more time to obtain legal advice on SDC's Duty of Care in relation to being an administrator of the local purpose reserve.
  - SDCs known Duty of Care concerns:
    - Fire Risk - USH have been working with Fire and Emergency New Zealand (FENZ) who have subsequently contacted SDC. FENZ do not appear to be any more concerned about our homes compared to others in the district. They have given us some general advice which all homeowners would receive, which we are happy to share with the Council during any lot inspections.
    - Insanitary Buildings - there is no reason why USH residents should be treated differently from any other house in the Selwyn District in relation to insanitary buildings.

***Why can't we have a 30 year renewable Licence?***

***Why has the Council continually shifted the goal posts since 2017?***

***Why has the Council ignored the recommendations of both the Council commissioned Aqualinc and Jacobs reports and continue to push for a non-renewable licence?***

***Why hasn't the Council's legal team given us the legislative details of their advice to Councillors despite our LGOIMA, request for a response to Barristers opinion and phone call from the Barrister?***

##### **5. Other Reasons the Next Licence Should be Renewable**

- The Council as administrators of a local purpose reserve have legal obligations which they are failing to meet.

- In the absence of reasons to grant a shorter or finite term, Council should grant Licences for a term consistent with the continued existence of the hut settlement.
- No reason provided by the Council so far justifies a non-renewable Licence.
- Councils own commissioned scientific and consultant reports do not support a non-renewable Licence.
- USH has never flooded in 130 years.
- Heritage. SDC needs to consider the specific historic values of the reserve and community (Barrister opinion attached).
- USH has commissioned a Statement of Significance from historians Underground Overground Archaeology (UOA) (which will be provided to you before the Oral Submissions) which concludes that The Upper Selwyn Huts is an archaeological site and the place also contains significant heritage values. UOA recommends:
  - That the huts remain on their current site;
  - That the Upper Selwyn Huts are added to HNZPT's List/Rārangī Korero as a historic area;
  - That the Upper Selwyn Huts are added to Selwyn District Council's District Plan heritage schedule.
  - UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.
- 130 years of Licence renewals precedent (Barrister's opinion attached).
- Expectation of permanency - from 2015 the Licence contains the word **permanent**. It is in the current Licence 5 times (Barrister's opinion attached). Half of the houses have changed ownership since 2015, with the understanding that permanent means long term occupancy.
- There is a current housing shortage and also limited availability of low cost housing, especially in Selwyn. The housing in USH should be protected for this reason for as long as it is safe to do so.
- The USH is a unique community, and "a very special and welcoming place, both its built character and its strong sense of community. I would have hoped that Selwyn District Council could see Upper Selwyn Huts as being a special asset for as long as possible." (MP Andy Foster email to SDC 7/3/2025).
- Security of tenure is a basic human right. The USH residents have not experienced this right for 10 years. They deserve to live in their homes in peace, privacy and comfort with less stress and more certainty.
- USH community does not understand nor agree with the reasons behind a non-renewable Licence.
- USH will continue to challenge SDC if a non-renewable Licence is voted in without justification.



***With all the reasons supporting a renewable Licence, and no reasons given that justify a non-renewable Licence, why can't the next Licence be renewable?***

#### **Summary/In Conclusion**

Selwyn Huts Owners' Association does not agree with any of the three Licence term options provided as they are all non-renewable.

SDC as administrators of a local purpose reserve for the purpose of hut settlement, have legal obligations when administering the reserve. Selwyn Huts Owners' Association does not believe SDC are meeting those obligations. In fact there is compelling evidence that SDC have been actively seeking ways to remove the community since 2017.

There are no reasons provided that justify a non-renewable Licence, however there are many reasons why the next Licence should be renewable.

**For these reasons, the residents seek a Licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister.**

#### **Question 2: Environmental Events for Early Licence End**

Council's priority is the safety and wellbeing of people in the community. Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a Licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with? Yes/No



Yes

Please explain your reason:

- **In relation to environmental events, we would like to be treated the same as everyone else in the district.**
- To the best of our knowledge, no mitigation solutions have been investigated by the Council. Mitigation options should be explored thoroughly before confirming events that will trigger retreat. Specific triggers provided here are inappropriate, vague and open to different interpretation. This gives the Council power to terminate Licences unnecessarily.
- The Civil Defence warning system is very effective and the community is also very organised with self-monitoring which enables them to manage their own evacuations if required.
- Flooding of road access is not a reason to warrant retreat.
- USH are not the only users of Days Rd. This road is used by Lower Selwyn Huts; the Ngai Tahu farm house; ECan; users of the lake and the boat ramp; as well as the neighbouring farmers. We believe the Council has a responsibility to maintain this road and this should not affect our future occupancy. Damage to the road is not a reason for USH to be permanently retreated.
- This community is motivated and willing to work with the Council to research any mitigation options. This should happen before any triggers are decided upon.

Are there any additional events that you think should be considered? Yes/No.

Yes

Please add your comments:

- The Council commissioned reports from Aqualinc and ECan which contributed to the conclusion of the Jacob's report 7/3/25 (also commissioned by Council):
  - "a triggers-based approach is not recommended at this stage."
  - "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
  - "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years."
  - "Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community."

No further research has been carried out in this area and presented to the community, so it is unclear where the events listed in the consultation document have come from?

- Reference to environmental events leading to an early Licence end should only relate to a significant event which has caused serious damage to homes and people or a risk of a significant event that cannot be mitigated.  
If this resulted in confirmation from an independent body that the USH is permanently uninhabitable, a Licence end date could be mutually agreed upon.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

- In the event of a serious environmental event, the next step would be a discussion with the community leading to a collaborative decision on the way forward.

**This community deserves to be treated in the same manner as any other community in the Selwyn District. Forcing their retreat before any significant risk has been identified or any major event has occurred without justification is not acceptable.**

### **Question 3: Bond Requirements**

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a Licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply? Yes/No

Yes

Please add your comments.

- A bond hasn't been required in 130 years. We are requesting a renewable Licence and in line with precedents set in the past, a bond should not be required.
- This is an additional cost to residents at a time when all costs are increasing, possibly significantly.

Do you have any other feedback or suggestions on the inclusion of a bond? Yes/No

No

Please add your comments:

### **Question 4: Building Condition Inspection Programme**

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- Every year

- Every 2 years
- Every 3-5 years
- Only when there's a complaint or issue raised
- Other

Other: Only when SDC receives a complaint.

Please add your comments:

- Buildings should only be inspected when a complaint is made regarding an individual house.
- The USH should be treated like everyone else in the district.
- Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are awaiting confirmation as to whether a settlement-wide inspection is lawful.

Do you think the checklist covers the right things?

Yes/No/Not Sure

No

Please specify what you would change:

- This should be a lot inspection only and should not include the buildings as the Council are not landlords of our buildings.
- The Building Condition – External section should be removed in its entirety.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments.

- If there is a problem with the lot, a mutually agreed timeframe to remediate without punitive consequences.
- Support and advice from Council would be helpful if there are any issues.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

- Any issues with an inspection should NOT be a reason to terminate a Licence.
- **Ensuring that no one is made homeless is one of the Council's own guiding principles and assumptions.**

**Clare Lenihan** LL.B. MusB

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the ROLD Act). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 📠 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)



reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002

- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### Reason:

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## Detailed reasons and background

### A. Licence term options

#### (i) Council not bound by finite term under the Reserves Act 1977

##### *Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].



7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m2.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002



7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."
29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*
- o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*
  - o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7

*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act

- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:
 

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994



(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:

*Triggers with no end date, relying on environmental conditions.*

#### **B. Significance and Engagement**

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiriya Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

# **Appendix One – Section 61 Reserves Act 1977**

## **Section 61 Powers (including leasing) in respect of local purpose reserves**

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
  - (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
  - (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

---

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.

## Submitter Number: 136

**Full Name:** Susan Rogers

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

I don't agree with any of the above terms. I want a 30 year term with a right of renewal for another 30 years, subject to agreed triggers. I have attached our Barrister's amended legal opinion in support of this. It is clear in the Reserves Act that Licences can be renewed. Why are you only offering non renewable terms?

The Licence has the word 'permanent' in it 5 times - see attached Barrister's opinion so we have an expectation of being able to continue to live here.

A guiding principle at the March 2025 public excluded meeting was that no one should be made homeless and here we are giving feedback on a document that proposes that. Why did you ignore your guiding principle?



SDC has spent money on a 'consultation' process and here we are more or less back in the same place as we were in March 2024 - it appears the decision has been predetermined and our feedback not listened to at all.

The next Council is going to be very different and we feel that major decision should not be made until after the elections. We feel that a decision to remove our community is a major decision.

The SDC is required to manage a reserve "for better carrying out the purpose of any reserve" for the purpose for which it was classified and to protect and preserve the reserve for the purpose for the purpose for which it was classified. The SDC is doing the reverse of this by trying to remove our community.

SDC should also be trying to protect this reserve due to its historical significance of which you are aware. The Buddle Findlay letter (7<sup>th</sup> March, 2019) states:

"we would not find it particularly surprising if there was expert support of there being heritage values of some kind in at least some of the Huts, or the area as a whole, given it's history. Notably the Huts were apparently established in 1895, which in itself could potentially mean they have relevance as an "archaeological site" for the purposes of the Act (ie being associated with human activity before 1900"

We will also shortly have a Statement of Significance from historians Underground Overground Archaeology (UOA) (attached) which concludes that The Upper Selwyn Huts is an archaeological site and the place also contains significant heritage values. Their recommendations are:

- That the huts remain on their current site;
- That the Upper Selwyn Huts are added to HNZPT's List/Rārangī Korero as a historic area;
- That the Upper Selwyn Huts are added to Selwyn District Council's District Plan heritage schedule.

SDC has been trying to find ways to remove us since at least 2017 and each time the suggested problem with us being here has been addressed. What is the current reason?

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The road being cut off is not an issue. Emergency vehicles would not need to get through as Civil Defence at the Council and the team at the Huts work together and in a major flood event we would have time to evacuate as we monitor the river data and liaise with Council's Civil Defence staff. Should there be an unexpected flood and the road cut off with people here then a number of people have four-wheel drive vehicles so someone would be able to get out to get help in a medical emergency. A number of locals have offered their trucks and tractors to help.

Days Rd is the access way to the Lake, the Lower Huts, the Ngai Tahu farmhouse, the Selwyn Huts and a number of farms - I understand that at the Council meeting it was said that this would not be a trigger as the road would be repaired. I don't believe SDC would not repair this road.

If there was serious harm caused by a flooding event then that would be a question for that time. There would be questions to ask at the time - would it mean that the Council did not advise of the risk at the time? Was there advice given to evacuate and someone didn't follow it? If it was either of those 2 questions why would that mean everyone had to lose their home?

As per the Jacob's report, the risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

As per the Jacob's report, it is too soon to discuss triggers and more research needs to be done on this. Triggers also need to be decided in true consultation/collaboration with the community and also any possible mitigation factors need to be considered.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

If there was a serious flooding event, we should be treated as other communities (e.g. Doyleston's recent flooding) are. There should be a conversation with the community to decide what is next. We should not be forced out of our homes in advance of any possible significant event. That is mismanaged retreat.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

Why is a bond needed? A bond has never been required in all the years we have been here.

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a

copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised  
Other

---

**Please add your comments:**

Our buildings should only be inspected when a complaint is made regarding an individual house. We should be treated as the rest of the district. Advice has been received from other Councils that inspections of privately owned homes can only occur with cause – not a blanket inspection. In view of this, we are now waiting for a legal opinion on the inspections.

---

**Do you think the checklist covers the right things?**

No  
Please specify what you would change  
If there is an inspection, it should only be of the section and not the exterior or the interior of the houses.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

If a problem is found then a clear explanation of the concern given and also a reasonable time frame to fix.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

I have spoken to an owner here who was subject to an inspection by the Council. SDC paid for a skip to take things but then he was billed apparently \$5,000 for subsequent skips. He had to repay that to the Council which caused him significant financial strife. He felt he had no choice but to agree with that when other solutions could have been found.

Another owner had his house red stickered because the Council had poor record keeping and had no record of a permit he had. This should not happen. If a complaint is made about a property or a problem found with the lot, the owner should be encouraged to have community support when dealing with staff and when looking for ways to remedy problems.

**Clare Lenihan** LL.B. Mus.B

ENVIRONMENTAL & PUBLIC LAW BARRISTER

20 May June 2025 NB. This Letter has been updated for Upper Selwyn Huts Residents to include as part of their submissions to Selwyn District Council consultation on future licences. It has not been sent directly to Council. Also note the comments on significance and engagement are no longer relevant, given consultation has commenced.

Chief Executive  
Selwyn District Council  
2 Norman Kirk Drive  
Rolleston 7643  
Att: Sharon Mason

Without Prejudice

C/- Mark Odlin, Buddle Findlay.  
Cc Mayor and Councillors

By e-mail: [mark.odlin@buddlefindlay.com](mailto:mark.odlin@buddlefindlay.com)

Dear Sharon,

**Re: Upper Selwyn Huts – Council meeting 21 May September 2025 – process for further consultation on options for the future of Upper Selwyn Huts and Licence term**

1. I represent the Upper Selwyn Huts residents (the Residents).
2. In terms of the Council meeting 21 May 2025, the Residents have asked me to address their concerns around:
  - (i) the proposed licence term options (three) for consultation, which only have finite terms (5 years or 30 years) These finite terms unnecessarily restrict options the Council has and likewise restrict options for consultation with the community; and
  - (ii) the downgrading of the significance of this issue by Council to “moderate” from “significant”.
3. For the detailed reasons set out in this letter, in summary the Residents seek Council (specific requests in *italics*):

**A. Licence Term options**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) Add a fourth option for consultation regarding the Licence term i.e. “Triggers with no end date, relying on environmental conditions.”

**Reasons:**

- (i) Council is not bound by a specific finite term under the Reserves Act—these licences are granted under the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (the **ROLD Act**). The provisions in the ROLD Act authorising building huts on the

[www.environmentallawyer.co.nz](http://www.environmentallawyer.co.nz)

80 Layard Street, Invercargill 9810 ☎ 03 214 1674 📠 027 577 6823 ✉ [clare.lenihan@environmentallawyer.co.nz](mailto:clare.lenihan@environmentallawyer.co.nz)

reserve were enacted as no lease could be granted under the relevant legislation at the time<sup>1</sup> for buildings over reserves, nor granted for a term longer than 21 years. The ROLD Act specifically overrides these two limits. There is no limit on term under that Act.

- (ii) Council is also not bound to have a finite term by virtue of its 2019 resolution that said licences should be short term and finite. The reasons for that resolution (wastewater) no longer apply. Council also resolved in July 2024 to pause the process under which a finite term of 15 years was proposed (which relied on the 2019 resolution).
- (iii) In deciding the appropriate term, it is important to consider the purpose of the reserve. In 2015 the Council sought the Crown (Department of Conservation) change the reserve purpose from recreation to – **local purpose reserve for hut settlement purposes**. This is very specific, and “hut settlement” includes the idea of a **community of people**. There are also significant historic/heritage values to consider, which also focus on the community.
- (iv) The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal<sup>2</sup> (which is included as a condition of the lease or licence), perpetual or otherwise, for the same or any shorter term<sup>3</sup>. A renewal option means a condition is included the licence that if at the end of the term the licensee has complied with all the terms and conditions, they can opt to exercise a right of renewal for a further term of e.g. 33 years (Council must then grant a further term of 33 years).
- (v) When reading the ROLD Act and relevant Reserves Act provisions together<sup>4</sup>, Council can grant a licence<sup>5</sup> for a term not exceeding 33 years, with or without a right of renewal<sup>6</sup>, perpetual or otherwise. Council has a discretion to decide the term (not greater than 33 years at any one time) and whether to include a renewal option in the licence. The total term, including renewals could be up to e.g. 66 years, or 99 years (but the term is no greater than 33 years at one time). Technically **there is no limit on the total term of a licence for the USH under the Reserves Act 1977**.
- (vi) In deciding what term is appropriate Council should consider not only the purpose of the Reserves Act and the particular reserve purpose (for hut settlement purposes), but also, as part of its broader role, the dual purposes in the Local Government Act 2002<sup>7</sup>. These dual purposes include recognising the diversity of the Upper Selwyn Huts community<sup>8</sup> and promoting the social, economic and cultural well-being of that community both now and for the future<sup>9</sup>.

<sup>1</sup> The Public Reserves and Domains Act 1908, section 34.

<sup>2</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>3</sup> It varies depending on lease types and the specific activity proposed.

<sup>4</sup> Section 168 ROLD Act and Section 61 Reserves Act 1977

<sup>5</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>6</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>7</sup> Section 3 and 10 Local Government Act 2002.

<sup>8</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>9</sup> Section 10(1)(a) Local Government Act 2002



- (vii) Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter or finite term, Council should grant licences for a term consistent with the continued existence of the hut settlement.

## B. Significance and Engagement

*Confirm this issue continues to be treated as “significant”, as classified in 2024 by Council.*

### Reason:

It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used.

## Detailed reasons and background

### A. Licence term options

#### (i) Council not bound by finite term under the Reserves Act 1977

##### *Under what Act is the power to grant a lease or licence?*

4. The Crown is the registered proprietor of the reserve, and the Department of Conservation (**DoC**) is the responsible department. The Selwyn District Council (**the Council**) is the administering body for the reserve under the Reserves Act 1977 and has managed the reserve since its appointment in 1989<sup>10</sup>.
5. The Council has advised it grants the USH Licences to Occupy pursuant to section 61 of the Reserves Act (set out in Appendix One), which sets out the powers (including leasing) in respect of local purpose reserves.
6. As the reserve is not vested in the Council, only the Commissioner<sup>11</sup> can grant a lease, for limited purposes<sup>12</sup> which do not apply here<sup>13</sup>. There is no power in section 61 of the Reserves Act for the Council to grant a licence<sup>14</sup>.

<sup>10</sup> The 1989 reorganisation of local authorities included, among other things, the abolition of the Springston South Domain Board and the responsibility for governance of the reserve was transferred to the Council at that stage. The Council administered the reserve in conjunction with the Springston South Domain Committee until 2011, and then on its own thereafter.

<sup>11</sup> Although this section refers to “the Commissioner”, this is now the Director General of Conservation, see s2 of the Reserves Act 1977.

<sup>12</sup> The limited purposes are community building, playcentre, kindergarten, Plunket room, or other like purposes, and for farming, grazing, cultivation, cropping, or other like purposes.

<sup>13</sup> Section 61(3) Reserves Act 1977

<sup>14</sup> The Minister can grant a licence by way of concession, s59A Reserves Act, but not the Council. Also see *Open Coastal Preservation Inc v Far North District Council* [2018] NZCA 262, a case involving the Reserves Act 1977. Of the ability to grant licences under the Reserves Act the Court noted “The power to grant licences is more constrained than the leasing power.” At [97].

7. In 1999 Buddle Findlay provided advice to Council that the power to grant a licence for the USH is pursuant to s168(2) of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1924 (**ROLD Act**).
8. Section 168 of the ROLD Act provides (**bolding mine**):
  - (1) Notwithstanding anything to the contrary in section thirty-four of the Public Reserves and Domains Act 1908, the Governor-General or the Minister of Lands may grant leases under that section over that part of the Lake Ellesmere Domain hereinafter described authorising the lessees to erect dwellings on the lands comprised in such leases, subject to the following provisions of this section and such other terms and conditions as he thinks fit.
  - (2) Subject to the other provisions of this section, **the Lake Ellesmere Domain Board<sup>15</sup> may grant licences over the aforesaid part of the said domain authorizing the licensee to occupy the land the subject of the licence and to erect dwellings thereon; such licences shall contain such terms and conditions as the Board thinks fit.**
  - (3) ...
  - (4) Every lease or licence granted under this section shall provide for the erection within a specified time on the land comprised therein of a building of a design and in accordance with plans and specifications to be approved by the Lake Ellesmere Domain Board, and may contain conditions, covenants, and restrictions with respect to the use and occupation of the land and dwellings, and as to the performance by the lessees of the same to the satisfaction of the said Domain Board.
9. Only the Governor General or the Minister of Lands can grant a lease, s168(1). The Council can only grant a licence, s168(2).
10. The grant of a licence to occupy under the ROLD Act is “subject to the other provisions of this section”, s168(2). The relevant provisions in s168 are:
  - (i) No lease or licence can be granted over any allotment exceeding <sup>16</sup> “twenty perches”<sup>17</sup>
  - (ii) Huts are to be built within a specified time, with a design in accordance with plans and specification to be approved by the Council<sup>18</sup>
  - (iii) The licence shall contain such terms and conditions as the Council thinks fit<sup>19</sup>; and
  - (iv) The lease or licence may contain such conditions, covenants and restrictions with respect to the use and occupation of the land and dwelling and as to the performance by the lessees to the satisfaction of the Council<sup>20</sup>.
11. The ROLD Act has never been repealed and is still in force. It was referred to as the relevant governing legislation for the USH in a 1979 case *Downes v Commissioner of Crown Land* (an

---

<sup>15</sup> The Council now has the powers of the Lake Ellesmere Domain Board.

<sup>16</sup> Section 168(3) ROLD Act

<sup>17</sup> This translates to 505.85m<sup>2</sup>.

<sup>18</sup> Section 168(4) ROLD Act. An example of that type of licence conditions was referred to in the case *Downes v Commissioner of Crown Lands* – condition 7 of the licence in issue required that if a licence was granted over a section on which no fishing hut was erected, the Board could require a licence to erect a fishing hut within three calendar months.

<sup>19</sup> Section 168(2) ROLD Act

<sup>20</sup> Section 168(4) ROLD Act

appeal against the refusal of the Springston South Domain Board to approve certain building proposals)<sup>21</sup>.

12. The ROLD Act contains the power to grant a licence to occupy the reserves but it doesn't mention a specific term. The reserve itself is still administered and managed under Reserves Act 1977, which remains relevant, including when considering the term of any licence.

13. **Summary:** The only power for Council to grant a licence over the reserve is under the ROLD Act but the reserve itself is still managed under the Reserves Act, which remains relevant, in relation to the term of licence and administration and management of the reserve.

*What term can be granted?*

14. At its 5 March 2025 meeting, the Council noted legal constraints in the Reserves Act 1977 limit licences to a maximum of 33 years. Council considers it cannot grant a licence longer than this period<sup>22</sup>.

15. As set out above, Council can only grant licences under the ROLD Act. There is no provision limiting the term for licences under the ROLD Act, nor any guidance as to an appropriate term.

16. The reserve is still under the umbrella of the Reserves Act 1977<sup>23</sup>, so relevant considerations to guide what term is appropriate (alongside s168 of the ROLD Act) would include<sup>24</sup>:

- (i) the overarching purpose of the Reserves Act;
- (ii) the specific reserve classification i.e. local purpose reserve for hut settlement; and
- (iii) lease and licence terms available for various reserve types under the Reserves Act.

17. Under the Reserves Act, the following terms can be granted:

- (i) A lease over a historic reserve for a term not exceeding 33 years<sup>25</sup>, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>26</sup>.

<sup>21</sup> *Downes v Commissioner of Crown Lands* SC Christchurch 7/78 [1979] NZHC 208 (8 November 1979). Interestingly, the Judge notes that "No formal written licence is apparently issued. The conditions are drawn to the attention of prospective licensees by the application form which requires a signature by the assignee over an acknowledgement that he has read the conditions under which the licence is held as printed on the back and undertaking if the transfer be approved to comply with the conditions."

<sup>22</sup> Section 61 Reserves Act 1977

<sup>23</sup> The ROLD Act only gives statutory authority to grant leases and licence over what was a recreation reserve to erect, use and occupy huts but other relevant provisions of the Reserves Act 1977 continue to apply.

<sup>24</sup> Also relevant at an individual licence holder level will be any major non-compliance with essential licence terms and conditions e.g. persistent nonpayment of rent.

<sup>25</sup> Also relevant is if a lease is granted for a term of 35 years or more, this is deemed to be a subdivision for the purposes of the Resource Management Act 1991. Most leases are for less than 35 years to avoid this complication. A renewal of a lease is considered a new lease, so a renewal for 33 years after an initial 33-year term is not additive – it is not a 66-year term.

<sup>26</sup> For domestic residential purposes or for the carrying on of any activity, trade, business, or occupation in any building or on any specified site within the reserve and grant leases of any such building or site for any such purpose or purposes, s58A(4)

- (ii) A lease over a local purpose reserve for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple<sup>27</sup>.
  - (iii) Leases and licences over scenic and recreation reserves for 33 years with the “ability for further similar terms to be granted”<sup>28</sup>.
  - (iv) Where a recreation reserve is not being used/not likely to be used, a lease can be granted for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple,<sup>29</sup>.
18. The longest term for a lease is 33 years, with a right of renewal, and in perpetuity; and for licences, 33 years, with the ability for further similar terms to be granted. For licences, “terms” is plural – it is not restricted to one further term of 33 years.
19. As the reserve is a local purposes reserve, section 61 of the Reserves Act is relevant. Reading the ROLD Act and section 61 of the Reserves Act together, a licence<sup>30</sup> can be granted for a term not exceeding 33 years, with or without a right of renewal<sup>31</sup>, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple.
20. Council has a discretion within the above, but technically there is no limit on the term of a licence for the USH under the Reserves Act 1977.
21. Also relevant in deciding what term is appropriate is the purpose of Local Government Act 2002 (LGA 2002). There are dual purposes<sup>32</sup> under the LGA 2002:
- (i) To provide for democratic and effective local government that recognises the diversity of New Zealand communities – in this case it would be the diversity of Upper Selwyn Huts community<sup>33</sup>; and
  - (ii) To promote the social, economic and cultural well-being of communities in the present and for the future<sup>34</sup>. Here, it is the well-being of the Upper Selwyn Huts community that is relevant both in the present and more particularly in the future.
22. Given Council must manage the reserve for its specific purpose, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of reasons to grant a shorter

<sup>27</sup> For a community building, playcentre, kindergarten, Plunket room, or other like purposes: and for farming, grazing, cultivation, cropping, or other like purpose, s61(2B).

<sup>28</sup> See Schedule 1 for details of specific types of leases and licences.

<sup>29</sup> For farming, grazing, afforestation, s73(3) and Schedule 1.

<sup>30</sup> In accordance with the ROLD Act, Council can only grant a licence, not a lease.

<sup>31</sup> A right of renewal normally contemplates the grant of a new lease/licence but this is exercisable as a condition of the lease/licence document itself. The only limit is usually that lessor or licensor is satisfied that the terms and conditions of the lease or licence have been complied with. See e.g. Schedule 1 Reserves Act 1977.

<sup>32</sup> Section 3 and 10 Local Government Act 2002.

<sup>33</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>34</sup> Section 10(1)(a) Local Government Act 2002



7

or finite term. Council should grant licences for a term consistent with the continued existence of the hut settlement.

23. **Summary:** Reading the ROLD Act and section 61 of the Reserves Act together, there is no limit on the term of a licence that can be granted for the USH, under the ROLD Act so it – Guidance under the Reserves Act indicates Licences can be granted for up to 33 years, with the ability for further similar terms to be granted, with no limit specified. The specific reserve purpose is relevant to consider (for hut settlement purposes) alongside the relevant purposes of the LGA 2002 to recognise the diversity of the Upper Selwyn Huts community<sup>35</sup> and to promote the social, economic and cultural well-being of that community both now and for the future<sup>36</sup>.

**(ii) Council not bound by 2019 resolution to require a finite term**

24. Residents are concerned Council is still relying on its May 2019 Resolution to justify imposing a finite term i.e. 'Hut licences and subsequent renewals are short term and ultimately for a finite period'. The proposed 15-year finite term in 2024 flowed from this 2019 Resolution.
25. Reasons residents consider Council is still relying on this Resolution to justify a finite term for the next phase of consultation options include:

- (i) On 5 March 2025 the Council publicly excluded workshop about the Selwyn Huts states under the heading "Guiding principles and assumptions"<sup>37</sup>:

*The Deed of Licence is finite (regardless of whether this involves triggers or a set date).*

26. The meeting Agenda for this meeting (21 May 2025) includes four (4) references to either the 2019 Resolution and/or a finite term – sections 3.3.5, 3.3.7, 4.11 and section 5.2.
27. The most concerning item is under the heading **Licence Term Options**, where section 5.2 states:

*On 8 May 2019 Council unanimously determined that 'Hut licences and subsequent renewals are short term and ultimately for a finite period'.*

28. Section 5.3 goes on to state "This section of the consultation aims to satisfy Council's direction to provide long-term certainty for the licence holders."

29. Section 5.4 sets out:

"The consultation asks the following two questions:

- (i) *Please select your preferred licence term from the options below*  
*o Option A: Fixed term of 5 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option B: A single fixed term of 30 years with a final, non-renewable expiry date. Why is this your preferred option?*  
*o Option C: Rolling 10-year terms with the ability to renew, up to a maximum of 30 years total (10 + 10 + 10 years). Why is this your preferred option?*

<sup>35</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>36</sup> Section 10(1)(a) Local Government Act 2002

<sup>37</sup> Page 29

7

*(ii) Do you have any other feedback?"*

30. It seems clear the finite options included above flow from both Council's view that the Reserves Act limits the term of licences and the 2019 Resolution reference to a finite term is still binding, even though process that flowed from that and the resulting 15-year finite term have been paused. It is also unclear whether Council has considered the relevant purposes of the LGA 2002.
31. As set out in my correspondence to Council dated 23 May 2024, Council reference to (and reliance on) a "finite term" for the USH licences is misguided, factually and legally:
- (i) It arose out of the Council's 2019 Resolution made in the context of issues with funding of and solutions for wastewater.
  - (ii) As the wastewater issue has been resolved this is no longer an issue and cannot be used as justification for a short (or finite) term.
32. I also note that in the Council minutes from the 24 July 2024 meeting, two of the resolutions were to:
- (i) engage with the USH community through to 1 March to develop a proposal concerning the future licensing arrangements for the USH; and
  - (ii) pause the current USH process that would have resulted in a deed of licence (DOL) being issued for a maximum total of 15 years.
33. A potentially shorter term (via a longer term with triggers) could be justified if there was an imminent threat to the huts from e.g. climate change. Given the recent findings of Aqualinc and the Jacobs Report<sup>38</sup> that there is no pressing risk in the next 30 or so years, this cannot be used as justification for a short (or finite) term.
34. If any issues arise which are backed by scientific evidence, these could be accommodated by environmental trigger(s) conditions in the licence.
35. **Summary:** Council should not rely on the 2019 Resolution to justify a finite term. There also aren't any reasons e.g. climate change, that would justify a shorter, finite term.

**(iii) Purpose of the reserve and historic values**

36. The overarching purpose of the Reserves Act is set out in section 3<sup>39</sup>:

It is hereby declared that, subject to the control of the Minister, this Act shall be administered in the Department of Conservation for the purpose of—

<sup>38</sup> Presented to Council in a public excluded Councillor Workshop, on 5 March 2025, the report stated "One of the key drivers for retreat was the anticipated impacts from climate related hazards. SDC have since received technical presentations from Environment Canterbury and Aqualinc that show **the risk is not as significant as previously thought**. Given this, the work and related engagement process, are currently on hold pending further direction from the Council after a review of the updated information.

<sup>39</sup> Section 3(1) Reserves Act



- (a) providing, for the preservation and management for the benefit and enjoyment of the public, areas of New Zealand possessing—
  - (i) recreational use or potential, whether active or passive; or
  - (ii) wildlife; or
  - (iii) indigenous flora or fauna; or
  - (iv) environmental and landscape amenity or interest; or
  - (v) natural, scenic, historic, cultural, archaeological, biological, geological, scientific, educational, community, or other special features or value.

37. The purpose of a local purpose reserve is<sup>40</sup>:

It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as local purpose reserves for the purpose of providing and retaining areas **for such local purpose or purposes as are specified in any classification of the reserve.**

*Hut settlement*

38. At the request of the Council<sup>41</sup>, the reserve where the huts are situated was reclassified by DoC in 2015 from recreation reserve to “local purpose reserve for the purpose of hut settlement”, “which would more accurately define its current use”<sup>42</sup>. The Council decided what the purpose of the reserve was to be, and DoC approved it.<sup>43</sup>
39. “Hut settlement” isn’t defined or further described in the Reserves Act. The ordinary meaning of “settlement” includes “a community formed by members of a group, esp. of a religious sect.”<sup>44</sup> “Religious sect” is not applicable here, but the idea of a community formed by members of a group is. “Community”<sup>45</sup> is defined as “a group of people living in one locality”.<sup>46</sup>
40. The purpose of the reserve is clearly focussed on the community of people who live at the Upper Selwyn Huts.
41. The reserve purpose (hut settlement) is also reflected in the current Licences which state (**bolding mine**):
- (i) Clause 1.1 “Licence” means **permanent licence** (as described in Schedule 1) granted by the Licensor to the Licensee under this licence.
  - (ii) Under the heading TYPE OF LICENCE, Clause 4.1 provides:
 

The various lots on the Reserve have been set aside by the Licensor to be granted to Licensees as: ...(a) **permanent licences**,  
and the type of Licence granted to the Licensee is specified in Schedule 1.
  - (iii) Schedule 1 Item 12. Licence Type: **Permanent**.

<sup>40</sup> Section 23 Reserves Act

<sup>41</sup> See letter dated 11 March from DoC to the Council. DoC “has consented to your proposed classification”.

<sup>42</sup> E-mail from Selwyn District Council 4 May 2009 (it is unknown who it is to, as that is redacted).

<sup>43</sup> See e-mail from DoC to the Council on March 31, 2010, where DoC informed the Council, it needed to decide what it considered to be the most appropriate classification given its current use. DoC suggested local purpose (community purposes). By October 2009, the Council has decided the area would be reclassified as Local purpose (hut settlement), see letter from the Council to DoC 23 October 2009.

<sup>44</sup> Collins Shorter English Dictionary, Harper Collins 1994

<sup>45</sup> Collins Shorter English Dictionary Harper Collins 1994

<sup>46</sup> Collins Shorter English Dictionary Harper Collins 1994

(iv) Schedule: **Permanent** licences terms and limitations on use:

The Licensee may **permanently occupy** the Lot and reside in the hut in accordance with the terms and conditions of the grant of licence provided in this Licence.

42. Residents advise there are precedents for licence renewals over 130 years. Even though the licences have been for 5-year terms with rights of renewals, Residents always understood the renewals to be for the purpose of “refreshing” licence terms and conditions, not anything to do with the term itself, which Residents have always understood was permanent.
43. The Department of Conservation also verbally told residents they should be able to stay long term with the reclassification to local purpose hut settlement.

#### *Historic features*

44. Section 23(2) of the Reserves Act provides that having regard to the specific local purpose for which the reserve is classified, each reserve shall be managed so that where there are...**historic features present**, those features shall be managed and protected to the extent compatible with the primary purpose of the reserve.
45. The historic features and values of the reserve have been assessed by Under Over Architecture Ltd (UOA) in their Statement of Significance<sup>47</sup>. There are significant heritage/historic values present at the Upper Selwyn Huts<sup>48</sup>, which include
  - (i) taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - (ii) the group value of the USH is integral to its heritage significance.
  - (iii) the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - (iv) the USH community retains significance for the families, owners and occupiers; and
46. These specific values also link to the purpose of the reserve, which focuses on the community.
47. UOA recommends the Upper Selwyn Huts remain on their current site; that they are entered on HNZPT’s List/Rārangi Korero as a historic area; and that they are added to SDC’s District Plan heritage schedule.

#### **(iv) Powers and obligations of Council**

##### *Functions of Council*

48. The Minister of Conservation appoints a local authority to control and manage a reserve “for better carrying out the purpose of any reserve”, for the **particular purpose for which it was classified**<sup>49</sup>.

<sup>47</sup> The Report is still in draft at the date of this opinion, but the findings are not expected to change.

<sup>48</sup> See Appendix Two for a summary.

<sup>49</sup> Section 28(1) of the Reserves Act (appointment to control and manage). The local authority can also expend and apply money in controlling and managing the reserve in accordance with the particular purpose for which the reserve is classified, s28(1) Reserves Act.

49. The functions of administering bodies include<sup>50</sup> to ensure the use, enjoyment, development, maintenance, protection and preservation as the case may require, of the reserve **for the purpose for which it is classified**<sup>51</sup>.
50. There is a high standard expected of administering bodies to “ensure” the use, enjoyment etc. of the reserve and also a clear focus on the specific purpose for which a reserve has been classified. This should guide the Council in any decision making about the reserve, the huts and the community living in the huts, particularly the term of any licence.
51. **Summary:** Given the purpose of the reserve is a “hut settlement”, and given the Council must ensure use and enjoyment of the reserve for the purpose for which it has been classified, in the absence of justifiable reasons to grant a shorter or finite term, the Council should grant a licence for a term consistent with the continued existence of the hut settlement.

#### (v) Options

52. Following the July 2024 Council meeting where Council resolved to engage with the community to develop a proposal concerning future licencing arrangements, consultation was undertaken and included four licence holder meetings, four Committee meetings and five drop-in sessions with other residents<sup>52</sup>. The range of options Councillors considered were:
- (i) Option 1: Fixed year term less than 33 years with clear retreat conditions.
  - (ii) Option 2: Triggers with a fixed term (e.g. environmental factors determining relocation)
  - (iii) Option 3: Triggers with no end date, relying on environmental conditions.
  - (iv) Option 4: 5-year rollover.
53. The majority of councillors supported Option 2 (Triggers with a fixed-term duration). The duration discussed leaned towards 20-33 years with transfer options to be made clear prior to the end date to provide certainty for the community.
54. Given:
- (i) Council is not bound by any finite licence term under the ROLD Act or the Reserves Act;
  - (ii) The Reserves Act indicates a licence for more than one term of 33 years can be granted, with no specific end date;
  - (iii) Council is not bound by its 2019 Resolution to only consider a finite term;
  - (iv) The purpose of the local purpose reserve is “hut settlement”, which includes the notion of a community of people living together;
  - (v) There are specific historic values of the reserve relevant to consider, which includes a focus on the community;

<sup>50</sup> In accordance with the Act and the means at its disposal

<sup>51</sup> Section 40 Reserves Act.

<sup>52</sup> Public excluded Council Workshop 5 February 2025.

12

- (vi) A function of the Council is to ensure the reserve is used and enjoyed for the purpose for which it is classified;
- (vii) Council must consider the dual purposes of the LGA 2002 and recognise the diversity of the Upper Selwyn Huts community<sup>53</sup> and promote the social, economic and cultural well-being of that community both now and for the future<sup>54</sup>.
- (viii) Given the reserve purpose is “hut settlement”, and in accordance with the broader purposes of the Local Government Act 2002, in the absence of justifiable reasons to grant a shorter or finite term<sup>55</sup>, Council should grant a licence for a term consistent with the continued existence of the hut settlement;

55. Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years, subject to environmental triggers (specific triggers to be agreed) ~~Residents seek Option 3 from the July 2024 Council meeting be added as Option four to the options to be consulted on<sup>56</sup>. Option 3 seems the most appropriate:~~

~~Triggers with no end date, relying on environmental conditions.~~

#### B. Significance and Engagement

*Confirm this issue continues to be classed as “significant”, as classified in 2024 by Council.*

56. It is unclear why Council staff consider this issue is now “moderate”. The circumstances surrounding the categorisation of the issue as “significant” in 2024 have not changed, so the categorisation should stay the same. This means the Special Consultative Procedure should be used/continue to be used and more time is needed for that. Kiri Fea will talk about this in more detail.

Clare Lenihan



Barrister

<sup>53</sup> Being a New Zealand community, as set out in section 3 Local Government Act 2002

<sup>54</sup> Section 10(1)(a) Local Government Act 2002

<sup>55</sup> E.g. flooding, climate change, health and safety, persistent breach of fundamental terms and conditions of Licence

<sup>56</sup> Section 5.2 of the Council Agenda.

12

### Appendix One – Section 61 Reserves Act 1977

#### Section 61 Powers (including leasing) in respect of local purpose reserves

- (1) The administering body of a local purpose reserve may, in the exercise of its functions under [section 40](#), do such things as it may from time to time consider necessary or desirable for the proper and beneficial management, administration, and control of the reserve and for the use of the reserve for the purpose specified in its classification.
- (2) The administering body, in the case of a local purpose reserve that is vested in the administering body, is hereby declared to be a leasing authority of that reserve for the purposes of the [Public Bodies Leases Act 1969](#).
- (2A) In addition to the powers of leasing conferred by subsection (2), the administering body, in the case of a local purpose reserve that is vested in the administering body, may lease all or any part of the reserve to any person, body, voluntary organisation, or society (whether incorporated or not) for any of the following purposes:
- (a) community building, playcentre, kindergarten, plunket room, or other like purposes;
  - (b) farming, grazing, cultivation, cropping, or other like purposes.
- (2B) A lease granted pursuant to subsection (2A) shall be subject to the following provisions:
- (a) the lease shall be for a term not exceeding 33 years, with or without a right of renewal, perpetual or otherwise, for the same or any shorter term, but with no right of acquiring the fee simple, and, subject to paragraph (b), shall be on such other conditions as the administering body determines;
  - (b) the lease shall include a condition that the land leased shall be used solely for such purposes as are specified in the lease, and that upon breach of that condition the administering body may terminate the lease in such manner as is prescribed or implied in the lease, whereupon the land, together with all improvements, shall revert to the lessor without compensation being payable to the lessee for improvements or otherwise.
- (3) The powers of leasing conferred on an administering body by this section shall, with respect to any local purpose reserve which is not vested in an administering body, be exercised by the Commissioner.

## Appendix Two – Heritage Values

1. USH obtained a Statement of Significance from Under Over Architecture Ltd (UOA), in relation to the heritage values of the USH. Findings in the report included:
  - a. the USH have significant architectural values and increasingly high rarity values.
  - b. the USH are highly representative not only of early fishing hut communities but small New Zealand holiday spots.
  - c. taken as a whole the USH retain a high degree of integrity, which is not necessarily tied to the structure of individual buildings, but to the historic identity of the community as a whole.
  - d. the group value of the USH is integral to its heritage significance.
  - e. the current owners and occupiers retain a particularly high sense of esteem for the historic values of the settlement and form a united community.
  - f. the USH community retains significance for the families, owners and occupiers; and
  - g. the USH are extremely vulnerable given the Council is seeking to terminate the leases to the land on which the community is built.
2. UOA recommends<sup>57</sup> that because of the heritage values the Upper Selwyn Huts:
  - a. remain on their current site.
  - b. are entered on Heritage New Zealand Pouhere Taonga's (HNZPT's) List/Rārangi Korero as a historic area; and
  - c. are added to SDC's District Plan heritage schedule.

---

<sup>57</sup> UOA also notes that HNZPT is opposed to the demolition of historic buildings, except for cases where it is unavoidable due to the structure being beyond repair. Demolition is viewed as inconsistent with sustainable management of resources and as an irreversible removal of cultural heritage that is often regretted in the future.



## Submitter Number: 181

**Full Name:** Craig Pauling

**Organisation:** Environment Canterbury Regional Council

**Wish to speak to the submission:** Yes

---



21 July 2025

Selwyn District Council  
Freepost 104 653  
PO Box 90  
Rolleston 7643

[huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz)

Tēnā koutou,

**Canterbury Regional Council (Environment Canterbury) submission: Future Deed of Licence for Upper Selwyn Huts**

---

Thank you for the opportunity to provide comment on the Future Deed of Licence for Upper Selwyn Huts consultation. Please find the Canterbury Regional Council (Environment Canterbury)'s submission attached.

Our submission is reflective of our responsibilities as a regional council around resilience to flooding and flood protection measures, as well as a Co-Governance partner for Te Waihora.

We look forward to more opportunities to engage on this in the future.

For all enquiries please contact:

AnaCapri Mauro  
Strategy Advisor – Climate Change and Community Resilience  
Email: [anacapri.mauro@ecan.govt.nz](mailto:anacapri.mauro@ecan.govt.nz)

Ngā mihi nā

A handwritten signature in black ink, appearing to read 'Craig Pauling'.

**Craig Pauling**  
Chair, Environment Canterbury



**Canterbury Regional Council (Environment Canterbury) submission on Future Deed of Licence for Upper Selwyn Huts**

---

1. Thank you for the opportunity to provide feedback on the Future Deed of Licence for Upper Selwyn Huts consultation document. As a Co-Governance partner of Te Waihora/Lake Ellesmere and the body responsible for providing flood resilience and protection measures, the telemetry network, and hazard science information, our work at the Canterbury Regional Council is closely linked to the outcome of this consultation.

**General Comments**

2. We acknowledge the importance of providing certainty and clarity for the future as the goal of this consultation, and recognise the importance of this for Licence holders, Council, and the wider community. As we look toward a future with a higher risk of larger flooding events, more frequent flooding like we saw in April/May 2025, and rising sea levels further increasing inundation from Te Waihora, the need for community-centred adaptation planning grows. We cannot ignore the role climate change plays in hazard exposure at Upper Selwyn Huts, and other hut settlements, and the uncertainty that this generates.
3. In the wake of changing and developing central government direction on climate change adaptation and natural hazard management, we find the questions being posed in this document timely. However, there is still much uncertainty around the roles and responsibilities of district and regional councils in this space. We expect greater clarity on this from central government's upcoming Adaptation Framework and are further working towards supporting councils to have adaptation conversations with their communities as an action in the Canterbury Climate Partnership Plan, of which Selwyn District Council is a partner. Our submission reflects our understanding of adaptation best practice and our experience in flood resilience and protection measures
4. The Canterbury Regional Council strives to be a strong Tiriti partner of excellence to Ngāi Tahu. However, we do not represent mana whenua. Any comments in this submission on Tiriti partnership matters, including Co-Governance of Te Waihora, represent the Council's view only. Neither local rūnanga nor Te Rūnanga o Ngāi Tahu were involved in the drafting of this submission. For this reason, we strongly recommend direct engagement with Tiriti partners in any decisions regarding adaptation and Te Waihora. It is unclear to what extent Selwyn District Council has engaged with local rūnanga on these issues.
5. The bulk of our feedback will be focused on the *Licence term options* and *Environmental events for early licence end* aspects of the document. We view these questions to be connected, especially when viewed through the lens of dynamic adaptive policy pathways and will discuss them as such.



#### Local adaptation planning and license terms

6. The Canterbury Regional Council supports local decision making: the people affected by a decision should have a voice in what to do about it. We also support that those expected to pay for adaptation be given a voice in decision making. A community ecosystem is wider than just rate payers and voters (for example renters, migrants, and groups which have been marginalised by traditional politics), and we support a process and funding mechanism that enables all those who belong to a community to have a voice in adaptation decisions for that community. A highly top-down directive approach to adaptation planning, including managed relocation, undermines the relationship between central government, local government, mana whenua and communities as partners in our climate change response.
7. The Canterbury Regional Council supports risk-based decision-making and notes that how Selwyn District Council (SDC) used evidence and information to support their options has not been presented as part of this consultation. The consultation document outlines a basic adaptation approach, though with no discussion of what happens at the end of the 5-, 10-, or 30-year periods. We seek clarity on if the intent is to retreat from Upper Selwyn Huts, or if the intent is to retreat *and* relocate; how these term limits were decided; and what other adaptation options besides retreat have been considered based on the available evidence. This clarity will be crucial for us as providers of flood resilience measures, especially as we review the Waikikiriri/Selwyn River Control Scheme.
8. In order to avoid a top-down directive approach to adaptation, we recommend using Dynamic Adaptive Policy Pathways (DAPP) to help navigate the uncertainty of climate-driven hazards and involve the community in adaptation planning. Hurunui District Council is employing this approach for Amberley Beach, which identifies a preferred course of action to help guide future investment decisions and a set of signals and triggers to monitor and respond to change in a proactive, rather than reactive, manner. This flexible approach to adaptation policy can help everyone involved - including the impacted and wider community, councils, mana whenua, and other stakeholders - have clarity and certainty for any decisions that they need to make. This is particularly relevant for us for flood protection asset management decisions, as the signals and triggers used in this type of planning approach could feed back into the Canterbury Regional Council's scheme maintenance decisions. Considerations for licence terms and events that may prematurely end these terms could additionally be factored into an adaptive pathway, rather than as a direct mechanism for retreat.
9. We further wish to stress that any adaptation pathway must recognise not only the intrinsic link between people and our environment, but the inherent value of nature. All decisions in relation to community adaptation and relocation should consider environmental outcomes and need to avoid further degradation of the natural landscape. In the context of Te Waihora, we support the Co-Governance principle of





a thriving lake ecosystem (restoration of mauri) and recognise that the presence of significant infrastructure right on the edge of the lake will make this more difficult. Instances such as this, where there are potentially competing priorities between the natural and built environment, illustrate the need to ensure that any adaptation system is holistic, not exclusively focused on threat to life and infrastructure.

#### **Risk-based decision-making**

10. Risk assessments are a key piece of evidence needed to inform when and where adaptation actions will be needed. They should include ground truthing with local experiences, assessment of risks to the natural environment, and mātauranga Māori to ensure that the evidence used for adaptation planning is as accurate as can be given the inherent uncertainty involved in the subject matter. We would expect that an up-to-date risk assessment is used to determine both the licence term options and the environmental events for early licence end, however we are unclear how SDC's risk assessments have fed into the 2039 deadline or the options for new licence terms.
11. As a part of a DAPP process, risk assessments could be reviewed over regular intervals (e.g., at 3-5 yearly intervals) to consider how the climate is changing in real time and express consequences for Upper Selwyn Huts. The assessed consequences, which could include risk to life, infrastructure, buildings, the natural environment and flood response personnel, can further feed into the signals (early warning) and triggers (decision points) of a dynamic adaptation plan.
12. While triggers are included as a part of this consultation, we wish to emphasise that signals are an important component to accompany decision points, as they provide a greater lead time for communities. We caution that a trigger such as the first environmental event proposed, regarding two flooding events affecting access in a twelve-month period, would potentially be setting the leases up to fail from the start. Without a signal to pre-empt the trigger it risks creating an abrupt and disruptive change for residents. Signals and triggers should be deeply rooted in the best available evidence.
13. The consultation document presents serious environmental events as triggers for ending licence terms early. We caution that if flooding makes the area unsafe to live in or too expensive to maintain, adaptation responses should be more proactive in nature than risking putting community members and emergency services at risk, as put forward in the consultation document. We agree that safety and maintenance costs should be a part of the decision of terminating a licence early and strongly suggest that this needs to be jointly defined with SDC and the community.
14. Relatedly, our understanding is that entry to and egress from Upper Selwyn Huts during flooding events is a primary concern. We agree with the consultation document that flooding impacting settlement access should be an important consideration and have interest in being involved in ongoing conversations



regarding how to factor this into adaptation planning, especially considering our role with Civil Defence Emergency Management (CDEM) and ensuring the safety of response operations.

15. Finally, the Waikirikiri River Control Scheme review has begun, which is a key tool for managing flood risk to properties and settlements on the flood plains of the Waikirikiri. The results of this will be able to further inform any risk-based decision-making that needs to happen at Upper Selwyn Huts and is critical to understanding practical options for the community, including what needs to be done, at what cost, and who pays, especially given the limited ratepayer base.
16. As works in the upper catchment can impact flood flows in the lower Selwyn, it is important to think holistically about the scheme and not disadvantage those targeted rate payers at the bottom of the catchment. A part of the scheme review will include asset condition assessments, which will represent a potential cost to the Canterbury Regional Council which could ultimately be passed on to the Selwyn community. We are keen to understand how any additional asset management costs will be shared and how this may vary based on the different license terms proposed. We have already worked with Selwyn District Council on a targeted district-wide rate to fund flood and river resilience work in the district, which has strong links to the result of this consultation.

#### **Bond requirements and building condition inspection programme**

17. We support the introduction of a bond to contribute toward remediation responsibilities at the end of the license term. We have concerns around potential contamination in soil, such as lead, asbestos, and arsenic, and the risks that they can pose to human and environmental health. We are also concerned that land can be contaminated if dwellings are demolished without proper oversight and risk mitigation action by a proper licenced professional.
18. This bond may be a good way to ensure that there is money that can be used for investigation and remediation at the end of a licence term. We wish to stress the potentially high costs of investigation and possible remediation and strongly suggest that the bond is sufficient to cover the associated costs, such that potential remediation is carried out in line with best practice and does not cause additional exposure to the land. We note that the potentially high costs associated with wastewater services and pipeline installation on top of a bond for remediation responsibilities may encroach on what residents are able to pay, based on their socio-economic status.
19. The building condition inspection programme is outside of the scope of responsibilities for the regional council.





### **Conclusion**

20. The Canterbury Regional Council recognises the complexity of the situation at Upper Selwyn Huts and the challenge of operating without strong national direction in a dynamic environment.
21. We would like to reiterate our support for applying the Dynamic Adaptive Policy Pathways approach to this work, in partnership with rūnanga, the community, and other stakeholders, to provide the desired certainty and clarity to the future of Upper Selwyn Huts. We encourage exploring the range of adaptation options including, but not limited to, retreat and relocation as a part of this pathway development.
22. We further emphasise the importance of taking a risk-based approach that balances mātauranga Māori, robust science, technical expertise, and local knowledge. Risks posed to our CDEM colleagues and other response operations in the event of a flood should also be seriously considered as a part of this approach.
23. Finally, we strongly value being a Co-Governance partner and stress that any decisions being made around Te Waihora maintain the principles of collaboration and sustainable management with all co-governance partners.
24. We look forward to collaborating with SDC as this adaptation work progresses.

## Submitter Number: 132

**Full Name:** Michael Glynn

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

All independent evidence and reports have not supported a non-renewable licence. The 'options' above fail to address this fact, being merely of the councils own concoction. The council having failed to find any need for their options are totally operating in a legalistic framework to suit themselves - and others?

Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Please explain your reason:

---

**Are there any additional events that you think should be considered?**

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

In the first instance the council would do well to address its own Jacobs report.

Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations.

Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of

a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable, a licence end date could then be discussed.

As an aside one might imagine that Emergency Services in the vicinity of Te Waihora might - in the event of the biblical flooding that the council seems to envisage - have waterborne transport/access - an ARK perhaps.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

**ALL**

---

**Please add your comments:**

Obviously the council have not established any direct evidence for removal but are instead hiding behind legalistic bombast, therefore a bond is moot. The residents by and large cannot afford to lend the council money for no interest Q.E.D!

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

I am not aware that the council has a general policy to inspect older housing throughout their district. This being so it is unjust that a small section of the residents in the district are proposed to have their property treated in this way.

---

**Do you think the checklist covers the right things?**

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Our Hut #70 was purchased from Mr Gebbie of Gebbie's Pass on the 4<sup>th</sup> of March 1921 by my grandmother Agnes Jane Harris. Her husband Arthur George Harris was a keen trout fisherman. Upon my grandmother's death in 1959 the hut passed to my mother Joyce Glynn – my father John Warren Glynn was also a keen fisherman. About 1987, after my mother's death, he requested to become one of the 12 permanent residents at the Upper Selwyn Huts but was declined. Upon his death in 1990 the hut passed to my brother, sister and myself, the current owners. Our occupation of the hut has always been in accord with the rules concerning residency prevailing at the time.

When the Selwyn District Council took over the administration of the Reserve [1989] it seems such rules fell into abeyance.

This was exacerbated following the earthquakes in 2010/11 and an increasing number of huts became permanent dwellings. Throughout this period the Selwyn District Council did not appear to establish any policy regarding permanent residence at the Upper Selwyn Huts.

The Council attempted to 'tidy this up' in 2015 by approaching the Crown to change the classification of the part of the reserve occupied by the huts from a Recreation to a Local Purpose Reserve – Hut Settlement.

The increased number of residents subsequently added to the load on the wastewater system for which it had not been designed. Along with the fact that the plant effectively discharged into the Te Waihora system this necessitated the recent upgrade.

#### THE PRESENT

In the Mahaanui Iwi Plan 2013 Whanau contend that 'Te Waihora has little protection from the effects of land use on its margins hence the aspiration of manawhenua to be joint consenting authority for the catchment. Activities on the margins of the lake such as grazing, sewage discharge, and run-off have effects on lake health through direct environmental impact, and because they influence the lake level management. For example, **the location of lake margin communities compromises the ability to raise lake levels and manage for fishery values.** The protection of these communities is given priority over and above the tribal property right over the lake bed. The Te Waihora Management Board refers to this as a 'superimposed priority to keep these settlements dry'.

The Council has been contending that there are flooding risks associated with climate change at the Upper Selwyn Huts (in spite of their own Jacob's Report concluding "a triggers-based approach is not recommended at this stage.");

- i. "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
- ii. "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years".

"Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community".

At no point that am I aware of did the Council convey to the community that there would conceivably be a combined effect of the above – an effect that would also need to be indicated to all property owners on the lake margin.

In this respect the huts are established on what is now the flood-plain of the Waikirikiri above which are three ox-bow lakes (on the Mcleod property, corner Pannetts and Days Rd) On the other side of Pannetts Rd was a stand of native trees suggesting that too was slightly higher ground. The land had been built up by the river prior to the establishment of stop banks. The huts are on relatively higher ground.

It seems to be the case that the distinction between the lake bed per se and the lake flood plain has never been established. While not critical to overall management of the region it is critical to the future status of the Upper Selwyn Huts.

Michael Warren Glynn 20 July 2025



## Submitter Number: 157

**Full Name:** Sandra Lagrosse

**Organisation:**

**Wish to speak to the submission:** Yes

---

18/7

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Sandra

Last name\* Lagrosse



Are you submitting on behalf of an organisation?

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

Council is seeking feedback on three different options

☐ Other: on three different options

## Questions

**1. Licence term options**

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☐ Fixed term of 5 years  
No renewal.

☐ A single fixed term of 30 years  
No renewal.

☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

*I would like to see a 30 year term with right of renewal. This has been my home for 28 years. It has been safe + caring community + one that my children + grandchildren have so many precious memories.*

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*I do struggle with the knowledge that my children will be left with my debt. The thought of losing my home causes me utter grief. I do not understand why this has come to this. I've maintained my home to a high standard + was able to find a job as a local school bus driver making loads of new friends in the area. For my 6 Grandchildren coming out for visits + holidays was a joy. They got to experience good old fashioned fun. Tree huts, gala days, swimming, fishing ect.*

**2. Environmental events for early licence end**

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

**1. Flooding affecting access:**

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

**2. Destruction of road cutting off vehicle access:**

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

**3. Serious harm caused by a flood event:**

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☐ No

Please explain your reason:

*In my tenure, I've never experienced flooding, + when it did at one time it was due to a breach in the bank at the farmers place up the road.*

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

*This could apply to any area of the Selwyn district. We have a team of civil defence workers.*

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

We would be for  
warned as before in the  
past. We have a great  
team of folk on civil  
defence, who have always  
come to make sure I was  
okay & prepared for  
any even major events.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

My home was originally the  
Springston South Cricket pavilion,  
which was from the reserve.  
So I've no idea what the  
site was like.

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Would this money collected  
be held in a trust with the  
SOC?

There would be too many  
loopholes in this proposal.  
How much would the bond  
be?

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

Treat my home like any other  
ratepayer in the district.  
They do not require  
inspections.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure

Please specify what you would change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

No inspections, but I  
feel if anything all homes  
should be required to install  
Smoke alarms. Should be compulsory

## Submitter Number: 158

**Full Name:** Kate Johnson

**Organisation:**

**Wish to speak to the submission:** Yes

---



Over Counter 18/7

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Kate

Last name\* Johnson

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_





## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I am not ticking any box.  
Please read my attached letter.

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Comments are in my letter

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

I disagree with all 3.  
Please see my reasons in my letter

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

See my letter



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

See my letter

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

There should not be a Bond.  
Please see my letter

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

See my letter

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☒ Other

Please add your comments:

only a lot inspection, if anything.

Please see my letter

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

If an inspection at all -  
An external lot  
inspection only.

Please see my letter

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Comments are in my letter

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Comments are in my letter.



## Upper Selwyn Huts Future Deed of Licence

Kate Johnson  
[REDACTED]

## My Submission

I have lived at The Upper Selwyn Huts since 2019, buying my home in 2020. It is an amazing place to live. Since coming here I have made some truly wonderful friends. It would be heartbreaking and a huge loss to lose all we have here, because, at the Upper Selwyn Huts, we are a close knit community living on a local purpose reserve for the purpose of hut settlement, which includes the notion of community. Just like any community, we are a group of people, all just wanting to live a quiet, normal, happy life. We have young families, middle aged people and quite a few retirees. Some are here for financial reasons, some for the lifestyle, some for family, some for all of those reasons. There are a lot here with long family connections. We also all look out for each other. Any one of us could walk down the street and ask for help from nearly anyone, and they would offer that help willingly. A few vulnerable residents live here for that reason. They would not cope living in housing estates in the city, where no-one knows anyone, with high crime rates etc. They feel safe here. A lot here have long historic family connections. **But**, regardless of why we are here it would be sad to see this all taken away unnecessarily, especially with a nationwide housing crisis. We live here mortgage free and the thought of having to demolish our homes, with no compensation, remove ourselves and go somewhere else, paying huge rent costs is extremely daunting. I for one can't afford to do this.

It feels derogatory when the councillors refer to our HOMES as huts. I know they are classed as huts, but they are our HOMES.

The Upper Selwyn Huts consultation documents are quite biased, inaccurate and misleading, just like quite a bit of information, the SDC spread about us in inaccurate Press releases, therefore, I have chosen not to tick some of the boxes that could give SDC ammunition against us. I want all councillors to be given all the facts... **accurate, honest and true facts**, with enough time to read and digest all the information, so they can make accurate informed decisions on our licence and our lives. I would like SDC to reconsider making the decisions on our Deed of Licence until after the upcoming elections, as the whole council seems to be in complete disarray with so many choosing not to stand again for the next term. I feel it would be very biased. I also don't think you should be using unpaid rates and licence fees as a reason to evict us. Why should a few disadvantage many? I agree these should have been paid on time, but as a business you should have been following up on these a long time before now. That is your own error and I feel it is wrong to have published these arrears. Surely this information is between the council and the particular rate payers. Everyone in the community should be treated with dignity, respect and care. We are constituents and rate payers of the Selwyn District and should be treated accordingly and not be put at an unjustified disadvantage. This whole process of getting our new Deed Of Licence has made a lot in our community anxious, distressed, vulnerable and worn out.

**Question 1: Licence Term Options**

**I am choosing not to tick any of the three options as none are acceptable, all being non-renewable or finite terms.**

Have you, SDC, thought, that by giving us a renewable term, residents would be far more willing to address issues with their homes and make improvements. You made it possible for permanent residency.. it is extremely bad management to try and revoke this after so many people have spent life savings buying their homes here, thinking it was going to be long term. There has been absolutely NO communication as to why you want us gone and what you intend to use the Reserve for..especially after installing a multi-million dollar sewerage system, expecting us to pay for our part of it. This whole thing is extremely distressing for residents, causing a lot of anxiety about the cost of demolishing our homes, with NO compensation, in an already existing housing crisis. WHERE DO WE ALL GO???????

I want to refer to our barristers report. This is our Barristers legal opinion and cannot be disregarded. The SDC have been sent a copy of this so there should be no need for me to cover it all again, but I have included some points.

Barrister Clare Lenihan's opinion, dated 20<sup>th</sup> June 2025:

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).

Her opinion also states that the Selwyn District Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. You have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purpose. There are also legal obligations to protect the historic values, recognise our communities diversity, promote social, economic and cultural well-being of it's community, both now and in the future.

The council can issue licences under the ROLD act 1924 with no time limit. Council is not bound by any finite licence term and can grant a licence for more than 1 term of 33 years under the Reserves Act 1977. You are also not bound by your 2019 resolution that hut licenses are short term and ultimately finite.

You, SDC, have not provided any reasons, to date, that justifies a non-renewable licence. All independent evidence and reports do NOT support a non-renewable term.

The ECAN/Aqualinc report confirmed climate change is not going to be an issue for many years.

You have resolved our Wastewater problem.

Our Stop Bank does NOT overtop at our settlement.. It breaks it's banks higher up than us. This sometimes causes Days Road to flood but we are all well prepared should this happen.

Tension from the wider community regarding expenses, that you say, we have caused, has been created by you from extremely biased Press releases... You really need to have true and correct facts before releasing these.

Concerns over evacuations are very well managed by our Civil Defence team, of which I am a member.

**If one of these events were to happen I would expect the SDC to do:**

**What we have been asking for...**

Allow our community to make decisions for ourselves on anything that affects us, involving us and giving us back the opportunity to self manage and administer, as we did for 116 years, pre 2011, when you took over from our committee.

We are not experts in managed retreat, so why are you expecting us to propose environmental events that would warrant retreat. SDC could then use these events as a baseline for other Selwyn residents.

**Question 3 Bond requirements**

I disagree with paying a bond.

Paying a bond is going to add an additional cost to our licence fee and rates cost, which is increasing exorbitantly. I feel there needs to be a complete rates review to bring our rates into line. SDC have devalued our homes making it difficult to sell them for a reasonable price, so why are we expected to pay increasing rates on much less value.

As we are asking for a renewable licence the bond should not even be considered. A bond hasn't ever been required before, so why are you introducing this now. You have given us no costs, what period of time it is to be paid over or exactly what it covers. As it could be for quite a period of time, why should SDC be acquiring all this money when it could be staying in my account, for me to be responsible for myself, should the time arise. It seems like a **revenue gathering tactic**.

**Question 4 Building Condition Inspection Programme**

I am ticking **Other** box

Who will be doing these inspections?? Will there be a team of qualified people, or a group looking for excuses to get rid of us.

None of the options are preferred. Why can't we be treated like everyone else in the district and only inspect when you would other properties. This should be done once and only be an **external lot inspection, if at all**. Is it even legal to do a community wide inspection? We need proof that it is. You make us feel like we have no rights whatsoever. It is becoming very distressing for a lot of the residents here. You need to think about your Duty of Care for our well being.

**Do you think the checklist covers the right things.**

Yes, **but for a Lot Inspection only**, providing the inspectors are qualified with no agenda to go looking for issues to make things more difficult and costly than they already are.

**If issues are identified during inspections what kind of support or communication would you expect from the Council**

I would expect a mutually agreed and respectful time frame to rectify issues. Open and honest communication between parties.



**Question 2: Environmental Events for Early Licence End**

I Googled whether it is legal to evict a leasehold community due to flooding and this is what it said..

While flooding can create challenging situations, evicting a leasehold community solely due to flooding is generally not permitted. Landlords must follow proper procedures and consider the extent of the damage before taking action.

In New Zealand it is generally not legal to evict a leasehold community simply because of flooding. While flooding can lead to uninhabitable conditions, the law prioritises tenant rights and landlords to follow specific procedures. Landlords may be able to end a tenancy if the property is severely damaged, but this requires proper notice and consideration of the extent of the damage.

**1 Flooding affecting access:**

I do NOT consider having access cut off for 24 hours twice in a 12 month period a valid reason, on any basis, to warrant retreat. We deserve the same treatment as any other area in the district that has lost access. We get plenty of warning regarding potential flooding events and are very well prepared. Our very capable Civil Defence team here will look into arranging other methods to gain access should that be required in an emergency. Generally utes and other higher vehicles can still get through.

**2 Destruction of Road cutting of Vehicle Access:**

This can NOT be a reason for permanent retreat.

Upper Huts residents are not the only users of Days Rd. SDC has got a responsibility to maintain Days Rd for access to the lake, Lower Selwyn Huts residents, farmers, DOC, ECAN, fishermen, duckshooters and many rowing teams. Days Rd is a disgrace to the district anyway. It is quite a narrow road, with many dangerous potholes. There is nowhere to go to avoid them if there is oncoming traffic. The occasional patchups, not repairs, don't last either.

**3 Serious Harm Caused By a Flood Event:**

Should someone have the misfortune to be injured in an event here, we have a very capable Civil Defence team here, of which I am a member. Some of us have completed First Aid courses and continue to keep these by doing refresher courses, so feel we are capable and competent to deal with these situations. Should anyone require medical attention we would make arrangements to make this happen. We are also involved with Selwyn Gets Ready, who are there to help in an emergency. As stated in options 1 and 2 above, this is still not a valid reason to retreat a community. Options to alleviate and lighten these triggers must be investigated. The SDC triggers are inappropriate and open to interpretation, which gives you the power to unnecessarily terminate licences. You, the SDC have identified through your Jacobs Report, that environmental triggers and thresholds require a lot more scientific research and explanation. So far, this has not been completed.

I feel that if an independent body, without an agenda, confirmed there was serious risk to homes and people from a major event, making the Upper Hut settlement permanently uninhabitable, then a licence end date could be mutually agreed on.



Support and advice from the council... Emotional and medical support,  
accommodation help should this be required.  
I would expect the council do NOT use these issues to terminate licences.

**In Conclusion**

1. We ask that you let us be, to get on to live our lives in the peace and tranquility of this local purpose reserve for the purpose of hut settlement.

## Submitter Number: 159

**Full Name:** Blanche Fryer

**Organisation:**

**Wish to speak to the submission:** Yes

---

18/7 post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Blanche

Last name\* Fryer



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_



It has not been voted on in Council  
that the USH's are 'no renewal'

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

\* None of the Above

Please explain the reason for your selection:

☒ I request a 'rolling term' of 30 year term with a 'Renewable' option for 30 year (Subject to environment trigger points to be agreed)

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

The new Sewerage System and Aqualink / Efan's reports give USH's a much longer possibility of licence.

The USH's is gazetted as a 'local purpose hut settlement' that means its a community of people, of which have found a home, invested in, and found a place to settle.

We should be supported the same as all communities in Selwyn District are, and validated by being included in district wide rating for water infrastructure, as said by Mayor Sam B in Selwyn Times 9th July 2025

10 | Upper Selwyn Huts | Consultation Document

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☐ Yes ☐ No

Please explain your reason:

See Answer A

Attached

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

See Answer B

Attached

② Environmental Events for early licence end. —

Are there any of the proposed events you disagree with?  
☒ yes (A)

If any of the Council's submission scenarios were given to any other settlement in NZ as reasons not to allow people to live... The place would be uninhabited! There would be no coastal cities, towns or settlement, no riverside or valley settlement. So far in 130 yrs, the USH's have had no flooding, no loss of life, no road washouts.

There needs to be relevant 'Trigger Points' as a significant event causing serious damage that cannot be mitigated.

feedback on your three possible events

☒ yes (B)

Only if a significant event causing serious damage, that cannot be mitigated.  
 We lost our house in the chch earthquakes due to rockfall and red zoned.  
 The Huts were our safe place for the next 3 years.

(C) I would expect the Council to treat the USH's as it treats all its citizens, rate payers, licence/lease holders. In minor events, repair minor road damage repair access. If a major environmental disaster occurred it would affect alot of the Selwyn District and we would face that with the support from civil defence community, Council and Govt, family and insurance for those who have it.  
 If the huts are redeemable or not - it would be a decision made at that point.



# Leadership means being honest about the hard calls

**Sam Broughton**  
SELWYN MAYOR



Every week I meet people in our parks, sports clubs, schools and town centres who remind me how lucky we are to live in Selwyn.

Whether you've been here for generations or just moved in, there's a shared pride in what we've built together.

We're the fastest-growing district in New Zealand, with some of the best and newest facilities and infrastructure for our community in the country.

Progress like this doesn't occur by accident. It has taken years of careful planning and close partnerships with rōhanga, central government, volunteers and local businesses, with a commitment to getting things done, not just talking about it.

I know there's frustration right now about the rates increase. I've heard that loud and clear.

This was not an easy decision, but it was a necessary one. Selwyn made a call to invest in the infrastructure that underpins our lives – roads, water, wastewater, parks, so people can get on with living, working, and raising their families here.

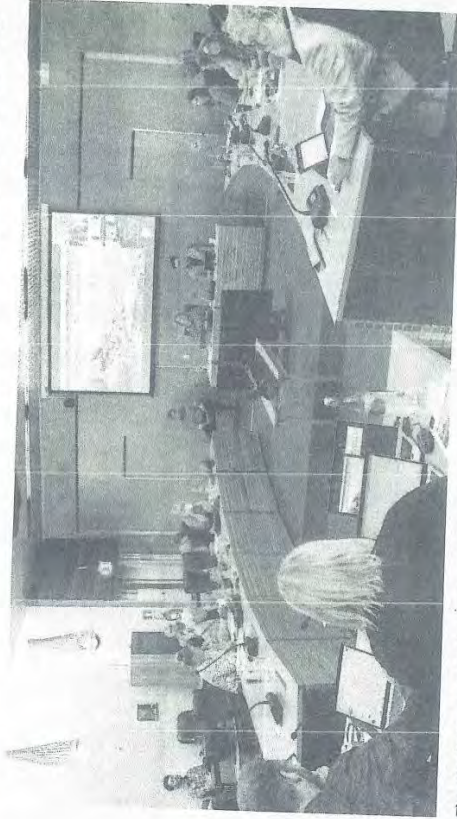
Across the 10-year life of our Long Term Plan, the average rates increase will be 8.5%, dropping to under 4% in eight years. My commitment is to follow through on that downward trajectory. We cannot keep passing costs onto the next generation. Leadership means being honest about the hard calls and owning them today.

Some people have asked why we didn't consult in 2025 on our Annual Plan.

Our community had a strong say on the Long Term Plan just eight months earlier and the direction was clear – more than 1500 submissions helped shape that direction.

Engaging with our community is critical, but so is respecting the feedback we had already received. Repeating consultation within 12 months on the same matter is a waste of time and money when people have already told us to get on with it.

Water reform has been another difficult topic, especially for our region. It was important we listened to your thoughts and concerns. We held a three-week consultation followed by



The rates increase was not an easy decision, but a necessary one, Broughton says.

in-person hearings and read every submission. We also considered expert advice, staff experience, and global best-practice examples.

We then chose a model that will ensure Selwyn retains public ownership of our water and will lead to long-term savings. This wasn't about what's popular now, it was about what's right for the future.

My focus is firmly on holding the line on costs while continuing to invest wisely. This includes our major district park at Levi Rd, a green heart for our growing community.

66  
"My focus is firmly on holding the line on costs while continuing to invest wisely."

**Sam Broughton**

We've also made real gains in rural equity by continuing the cross-subsidising of rural water infrastructure, one price for all of Selwyn regardless of where you live. This eases the burden on small schemes and recognises the vital economic role of our rural ratepayers.

At this upcoming election, at least half of the councillors will be new due to retirements.

That's exciting, but it also makes continuity essential. While it will be great to get fresh voices around the table, we need proven leadership to keep momentum going.

I am honoured to serve as your mayor, and to do so with transparency, consistency, and respect for the community's voice. I want to reassure you that keeping Selwyn affordable remains a top priority.

I'm proud of what we've achieved together and am ready to keep delivering.



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

See answer (C)

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

See answer re Bond requirement

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

See answer

Do you think the checklist covers the right things?

☐ Yes ☐ No ☐ Not sure

Please specify what you would change:

2

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

3

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

4

### 3. Bond requirement.

Question ①

We have not needed a bond in the last 130 yrs!

The SDC is preposing to add yet more of a burden of dept onto a community of significantly lower income, single people and families (re-census and Jacobs report)  
The UGH's pay to the SDC a Licence

- + Rates.
- Now SDC preposes.
  - + New Sewerage Costs (30% of ?)
  - + Waste water
  - + Bond \$5,000.
  - + Cost of repair (if needed) or red sticks

Question ② in Bond inclusion

If you sell your Dwelling, do you get a refund from the council of your bond?

How much is the bond?

What does it cover?

### 4. Building Condition inspection programme

- ① ☒ only when complaint or issue raised.

There are several dwellings that are abit basic and run down.

The Council has a long history of not intervening when repeatedly asked to enforce licence rules on multiple vehicles, neglect, hording, parking on riverbank etc etc. This often causes conflict between residence.

- ② ☒ not sure.

Many dwellings are historical and reflect the building code of the past - but are still quite livable, being warm, dry and lots of charm.

- ③ If issues identified .... I would expect good advise!

- ④ Do I have other feedback ....

Question - Are inspections legal?

## Submitter Number: 69

**Full Name:** DAVID LLOYD

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below. Licence Term Options**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

I did not tick any of these boxes/circles as none of the choices meet our approval. Our desire is a thirty year license with the right of renewal ad infinitum.

The village has been there for 130 years with a role over deed of license. I question your reasons for changing the deed of license to finite or non renewable as you so eloquently suggest.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

There are many places that experience flooding and road closures. How can you make rules like this ? Days road is a public road and is required to be kept open. It services farms and other private property and access to Te Waihora. Lake Elsmere

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

If a cataclysmic event happened and our houses were destroyed we would deal with it like any other community would.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

We would like to be treated like any other community.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

Please inform us of any other leasehold residential land in the Selwyn District where a bond is required ? There has never been a bond request for the Selwyn huts ( Village ) in the last 130 years. Why now ? This is the decision of a risk averse council that seem to be paranoid that the huts will be destroyed and they will get landed with the clean up bill.

---

**Please add your comments:**

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised

Other

---

**Please add your comments:**

Many of the buildings were built a long time ago under the rules of the day, but are still very livable. Each hut is individual and often has a long association with Selwyn families. many retain the charm of yesteryear.

---

**Do you think the checklist covers the right things?**

Yes

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

If I allowed the inspectors into my dwelling and a fault was found I would like a reasonable explanation of what the fault is and suggestions of how to fix the problem.

But I fear that your request to enter my property may not be legal. And I would probably deny access.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

I don't actual think that inspection of ones property is any business of the council unless a complaint is made. We have had inspections before re storm water, it was about storm water entering the sewer. We had no problems with this inspection.



## Submitter Number: 162

**Full Name:** Graeme Young

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

None of the above.

Other: 30 year licence term, with 30 year renewals.

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental

events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

I disagree with all of them. None are reasons to end term of licence.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

I do not agree with a bond.

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Never

---

**Please add your comments:**

We are not tenants of our own homes therefore there is no reason for building inspections.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 171

**Full Name:** Cara Zdrenca

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am not a licence holder but I live at Upper Selwyn Huts

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

My whānau's roots in Selwyn Huts go 6 generations deep. This isn't just where I live, 4 walls and a roof. This is where I grew up, where I got married, where my son was born, where he took his first steps and where I always believed I would grow old. When you say 30 years you see a number on a page, I see the year I'm supposed to retire. That should be my time to breathe, to finally rest in the home and community I've poured my life into. Instead, your decision will force me to demolish my home that I love and watch my community be destroyed. This place, our homes, memories and people should be celebrated as living history, not condemned by cold calculation and treated as disposable. You have the power to save this beautiful place that we all love so much. Please reconsider an option to renew the licence if it's still safe to live here in 30 years time. There is no legal block. Please refer to the Selwyn Hut Owners' Association's submission and Clare Lenihan's letter

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

I don't think 1 or 2 are reasonable at all. 3 is reasonable, but when there is no support and nowhere for us to go, our threshold will be high, as the alternative is homelessness

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

Not yet, as per the Jacob's report, it's too early to be talking about triggers so I'm unsure why this is being consulted on

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

Consider the fact that this is our home and our homes are everything

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

I don't agree with the finite term, therefore do not agree with the bond. It feels like all these every one of these topics is just another way to try to get rid of us. Even if we did have to go at some stage, I would rather hold my own money in a savings account that will generate interest. I'm a financially independent adult, I can manage my own money

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Only when Council receive a valid complaint

---

**Please add your comments:**

No other areas in the district are subject to targeted inspections. It's an invasion of our privacy and actually quite insulting and degrading. The trust is broken, you have put us through hell, so how are we supposed to have faith in this process?

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

I disagree with all of it, unless there is a specific concern that needs to be addressed

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

All the support Council is able to offer. This should in no way lead to termination of a licence and people should be given adequate time to resolve any legitimate concerns

---



**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

I don't think they should be carried out unless there was a specific concern. Council should work with the owners to help resolve any safety concerns found and not use it as a tool to evict people and terminate licences

## Submitter Number: 166

**Full Name:** Daniel Te Ngaru

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am not a licence holder but I live at Upper Selwyn Huts

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

Ko Selwyn Huts tōku tūrangawaewae. This place is not just our home, it's where we belong. Where I had planned to grow old and one day pass on our whare to my son so he too can stand strong among the community that raised him. 5 years is a death sentence, 30 years is a slow erasure. You aren't just getting rid of houses, you're killing a beautiful community and a way of life that is all too hard to find these days. You don't even understand what you're destroying, and I pray that you never know this grief. I would not wish this emotional turmoil you've inflicted on us upon my worst enemy. Please reconsider - let us stay beyond the 30 years if it's still safe to be here. You have the power to make this happen. Refer to the Selwyn Huts Owners' Association's submission and letter from Clare Lenihan

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

1 & 2 are not acceptable or reasonable. It just feels like another excuse to try to kick us out. Even the Jacobs report said it's too early to be talking about triggers. Refer to the Association's submission

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

Not at this stage, but yes potentially in the future if it looked like other events may pose a serious threat, but mitigation options should also be considered

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

The impact to the community, the effect on our wellbeing and where we will all go.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

A bond shouldn't be required. It never has been in the past, and we disagree with the finite decision so disagree with having to pay a bond, especially when all our fees are set to increase and the cost of living is sky rocketing. Is this another way to try to push people out?

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Only when the SDC receives a legitimate complaint

---

**Please add your comments:**

The Council has shattered all trust. We are stressed, angry and exhausted by the threat of unjust eviction and the thought of inspectors weaponising compliance. We've seen it happen already, a home wrongfully red stickered and a resident put through a stressful experience

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

The list feels vague and open to interpretation. It feels like it's being used as a weapon against us.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Whatever support Council is able to offer! It should not result in a termination of licence. If a genuine safety concern is found then the Council should work with the home owner to rectify the issue.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Refer to the Association's submission

## Submitter Number: 174

**Full Name:** Colin Giddens

**Organisation:**

**Wish to speak to the submission:** Yes

---



18/7

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) explaining your reasons.

*Doing - Boating - fishing  
conservation  
supporting people.*

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

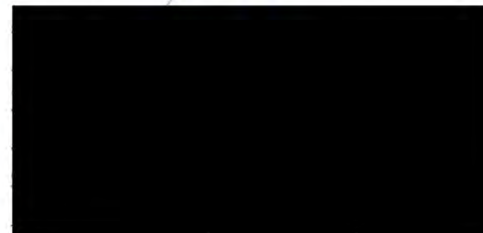
All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* *Belin*

Last name\* *Giddens*



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder *licence holder*  
☒ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

*Supporting the residents*  
☒ Other: *Stopping the council practicing  
savagery on the poor people.*

Upper Selwyn Huts | Consultation Document | 9

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

*Don't waste rate payers money, listen to the rate payers, no Ngai Tahu interference - Mayor*

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*Required is answers to unresolved questions, before there any reason the mayor has the people of the Huts as part of his rate agenda*

*Mayor's model plan rate payers pay for the sewerage, but not the locals and then it will end up in the hand of Ngai Tahu*

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

*Council's lack of knowledge of the area*

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

*Invest in outfalls  
clean the drainage system  
and stop choking the rivers  
over the whole district.*



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

*Definitely not  
just have to look at  
anything the council  
interfere with.  
There are enough more than  
capable people, should really*

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

*Bond is a blonde joke.*

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

*Use money you waste  
on your bad management.*

*Strongly tell you to hold this  
process, until after the  
local body elections the  
community has no trust in the  
mayor or the council*

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☒ Other

Please add your comments:

*If required we now have  
private permitting & inspection  
services  
No building control*

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

*Use your so called building  
control as record keeping  
service only.*

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

*The main issues are not with  
building it's the millions  
council wastes*

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

*Stay out of it, no more lies  
Direct your KPIs - CEO*

# Selwyn Council Submission Form

Return this form by: **Form**



Dropping it off with our Customer Service Teams at:

- Council Rolleston Offices, 2 Norman Kirk Drive, Rolleston
- ~~Tennyson~~ 56 Tennyson Street, Rolleston
- Darfield Library, 1 South Terrace, Darfield
- Leeston Library, 76A High Street, Leeston
- Lincoln Library, 22 Gerald Street, Lincoln

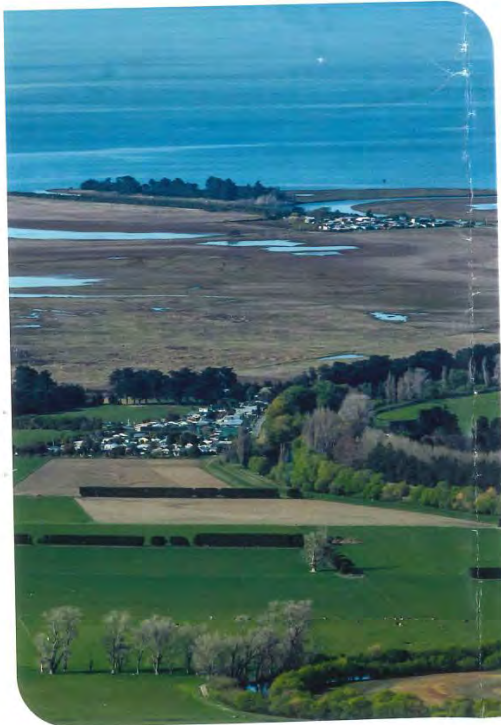
Posting it to:

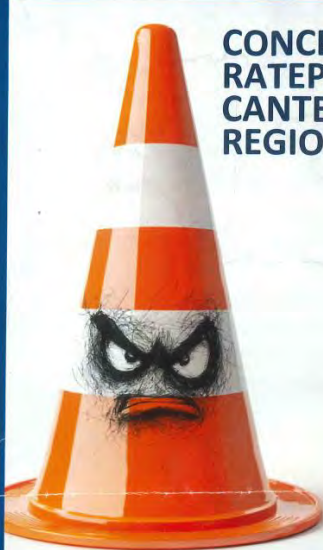
Freepost 104 653  
PO Box 90  
Rolleston 7643

You can also scan and email your submission to [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz)

All posted submissions must be received by Council by 5pm,  
21 July 2025. Please allow time for your submission to be delivered  
by this deadline.

**17 July**





**CONCERNED  
RATEPAYERS  
CANTERBURY  
REGION**


**WHAT HAS HAPPENED TO OUR  
AWESOME TOWNS AND CITIES?**  
*It looks like we have an infestation of road cones!*

Our city and suburbs are overrun with traffic cones and mismanaged vanity projects pushed by some councillors and staff who ignore the majority of ratepayers.

Our rates are set to increase each year with devastating effects if we don't get involved with our local government and put a stop to it.

**THIS AFFECTS EVERYONE: RETIREES, STUDENTS,  
HOMEOWNERS, FARMERS AND RENTERS.**






**THE ISSUES**

- **Rates** increases year on year
- No **Chlorine or Fluoride** in our water
- Large project **budget blow-outs** and cost over-runs are common.
- We battle with continuous **road layout changes** with little or no benefit
- **Businesses are closing down**
- There is **irresponsible spending** and increasing borrowing.
- Councils **ignore problems** we want addressed.
- **Millions spent annually** on consultants.
- **Unelected, unaccountable officials** control the purse strings.
- The **Council's culture appears broken** and needs fixing!

[www.concernedratepayers.nz](http://www.concernedratepayers.nz)





**WHAT YOU CAN DO**

Complaining on social media won't change anything. It's time to engage with other local concerned ratepayers.

Identify your chosen issue/s.  
Make an action plan. Apply pressure.

- Follow us on Facebook  
[www.facebook.com/concernedratepayerscanterburyregion](https://www.facebook.com/concernedratepayerscanterburyregion)
- Follow us on Telegram [t.me/+s1rgN7cpBfRIODRh](https://t.me/+s1rgN7cpBfRIODRh)
- Sign up at [www.concernedratepayers.nz](http://www.concernedratepayers.nz)
- Email [concernedratepayerscanterburyregion@proton.me](mailto:concernedratepayerscanterburyregion@proton.me)





## Submitter Number: 135

**Full Name:** Andrew Bowring

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments:**

I am taking the advice from our Barrister Clare Lenihan's which is as follows

Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed) as recommended by our Barrister, Clare Lenihan 20 June 2025.

Clare Lenihan's Opinion concludes:

Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of

community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its

historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

Other Reasons to Grant a renewable licence:

The Council has not provided any reasons to date that justifies a non renewable licence. All independent evidence and reports do not support a non renewable licence.

The following are the previous and current reasons that SDC has used for a non renewable licence, followed by our counter point of view.

ECAN/Aqualinc confirmed climate change is not an issue.

Wastewater issue has been resolved.

Details of cultural reasons have not been provided.

Duty of Care – is not a reason to terminate a local purpose reserve licence to occupy. Duty of Care is a legal obligation not to be contracted out of.

Repair of the sewer reticulation system. This was listed as SDCs responsibility in Tim's March 2024 report. SDC has a legal obligation to repair and maintain this.

o Stop bank at USH overtopping. There is no evidence of where the river will overtop. We believe it will overtop the opposite bank before it does here, but we have asked ECAN for this information.

Wider Selwyn community tensions. We believe these have been artificially fueled by SDC press releases.

Concerns over evacuations. Self evacuations are well managed by the community. Being cut off for a few days does not concern our residents. We should be treated like any other area of Selwyn that gets cut off.

A 30 year term is preferred for a renewable licence:

This process has been incredibly taxing and detrimental to all, 30 years will finally give us security of tenure, a basic human right.  
30 years will minimise ratepayer funds being used for licence renewals.

A non renewable licence term as not yet been legally justified by the Council, therefore preferred option is a "30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)". (Barrister Clare Lenihan)

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

We do not consider access being cut off for 24 hours a valid reason to warrant retreat.

We would like to be treated the same as if access to any other area of Selwyn is cut off.

The Council has not provided any criteria (such as water level) that warrant a decision of access being unsafe/cut off. Civil Defence have stated to us that their teams will always “look at different methods to gain access if required”.

USH are not the only users of Days Road. This road should be maintained as the main access to the lake. Users include USH, LSH, the farm house, DoC, ECAN and users of the boat ramp to the lake. Destruction of this road is not a reason for USH to be permanently retreated.

Closing a rural road is not a simple process as it involves an application to the Minister of Lands and consultation. We believe the Council has a responsibility of maintaining this road and this should not affect USH's licence to occupy.

Mitigation options should be explored before considering events that will trigger retreat. Specific triggers provided are inappropriate, vague and open to different interpretation. This gives the Council power to terminate licences unnecessarily.

---

**Are there any additional events that you think should be considered?**

No

Please add your comments:

As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not yet been completed.

Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable a licence end date could be mutually agreed upon.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

The same thing we have been asking for, community led decision making on anything that affects us, including collaboration with and empowerment of our community, as we did for 116 years pre 2011 before the Council took over from the Committee.

Without Council offering relocation or compensation consistent with international standard practice of managed retreat, the community has a very high threshold for risk making a trigger-based approach difficult to agree on.

The USH are not experts in managed retreat and therefore should not be expected to propose environmental events that would warrant retreat, especially considering that these events may be used as a baseline for other Selwyn residents.

Jacob's report 7/3/25 concluded:

- i. "a triggers-based approach is not recommended at this stage.";
  - ii. "The risk to USH from flooding is no greater than a lot of other areas in the district. The increase in risk is slow over the next 50 years."
  - iii. "The available climate change and flooding information does not seem to support the need to retreat in the next 15-30 years".
  - iv. "Environment triggers and thresholds require more scientific investigation and clear explanation and rationale for the community".
- 

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

Additional cost to residents at a time when our costs are increasing, possibly significantly.

Hasn't been required for 130 years, why now?

Bond details have not been included. eg. how much, paid over what period, what does the bond cover etc.

We are requesting a renewable licence therefore a bond should not be required.

---

**Please add your comments:**

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

No

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

None of the options provided are preferred.

We'd like to be treated the same as everyone else in the district.  
Inspect only when you would other properties in Selwyn.

External inspection only.



Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are unsure whether a settlement wide inspection is lawful.

The Council have repeatedly talked about a baseline inspection; this should only happen once.

---

**Do you think the checklist covers the right things?**

No

Please specify what you would change

More details and measurements of what is being checked and what the consequences would be if any of these items are failed.

Failing any items in the inspection checklist should not lead to licence termination.

"External weathertightness – roof and walls – sound, durable, weatherproof, and maintained". This item is too broad and subjective.

Community is concerned that failing items in the inspection checklist will lead to unnecessary and intrusive internal house inspections.

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Mutually agreed time to remediate without punitive consequences.

Open two way communication during the remediation period.

Support and advice from Council would be helpful if there are any issues.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

## Submitter Number: 180

**Full Name:** Shodie Milne

**Organisation:**

**Wish to speak to the submission:** Yes

---

21/7 Post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Shedie

Last name\* Milne

Add

Tow

Post

Cont

Ema

Are y

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☐ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☒ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_

## Questions

**1. Licence term options**

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

*I don't agree with any term other than ongoing permanent residency*

Do you have any other feedback?

- ☐ Yes ☐ No

Please add your comments:

*I believe the occupants of the hut are able to make their own choices regarding their and others safety*

**2. Environmental events for early licence end**

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

**1. Flooding affecting access:**

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

**2. Destruction of road cutting off vehicle access:**

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

**3. Serious harm caused by a flood event:**

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- ☒ Yes ☐ No

Please explain your reason:

*Many roads in NZ are blocked due to natural event multiple times in 1 year without evictions*

Are there any additional events that you think should be considered?

- ☐ Yes ☒ No

Please add your comments:

---

---

---

---

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

*continue Notification  
of future weather  
event are provided*

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

*I don't see any  
reason to pay about  
for their own belongings  
to another party*

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☒ No

Please add your comments:

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- ☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☒ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

*None unless there  
is a satisfactory that  
is brought to the  
attention of the SDC*

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

*the list appears to  
be tailored for the  
unreasonable eviction  
of Selwyn Huts residents*

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

*A list of issues and  
Action needed and  
reasonable time given  
to address*

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

*Notice of inspection  
3 months prior to  
the inspection*

## Submitter Number: 167

**Full Name:** Suzanne Allen

**Organisation:**

**Wish to speak to the submission:** Yes

---



*Leash Library 18/7*

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* SUEANNE

Last name\* ALLEN



Email address\*

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☒ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

SOMEONE WHO HAS ENJOYED THIS PLACE FOR 30 YRS

☒ Other: RATE PAYER x 2

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☒ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

THERE IS ABSOLUTELY NO REASON  
TO PUT ANY FINITE DATE ON  
LICENCES. NOTHING FEASIBLE OF  
BELIEVABLE HAS EVER BEEN STATED  
TO US. OUR BARRISTER HAS  
COUNTERED EVERY THING YOU HAVE  
PUT FORWARD

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

BE OPEN & TRANSPARENT AS TO WHY  
YOU WANT US GONE!! WE DO  
NO HARM, PAY OUR WAY, BUT  
FOR SOME REASON WE IRRATE  
YOU OR YOU HAVE SOMETHING  
IN A LONG TERM PLAN THAT YOU  
EXPECT THE NEW COUNCIL  
TO FOLLOW THROUGH WITH

PLEASE SHARE THIS INFO!!

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

YES 1 & 2. "CUT OF VEHICLE ACCESS"  
LOOK AT THE REST OF THE COUNTRY. NO  
TERMINATION!! 4-WHEEL DRIVES CAN  
GET THROUGH AND ALWAYS HAVE. ROAD DAMAGE IS  
YOUR RESPONSIBILITY.

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

ONLY SERIOUS HARM EVENT, BUT EVACUATION  
WOULD HAVE HAPPENED WELL BEFORE  
THAT AS THE COMMITTEE IS VERY PROACTIVE  
WHEN IT COMES TO RESIDENT WELFARE.



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

AS YOU WOULD TO ANY COMMUNITY  
BE SUPPORTIVE, EMPATHETIC  
ASSIST IN EVERYWAY YOU ARE  
LEGALLY BOUND TO DO AND  
LOOK AT "HOW THIS HAPPENED"  
CONSULT WITH COMMUNITY (AND  
I MEAN LISTEN) AND FIND A  
WAY FORWARD.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

NO WAY! NEVER!  
WHY SHOULD YOU GET INTEREST  
ON OUR MONEY FOR SOMETHING  
YOU HAVE NOT EVEN GIVEN US  
ANY INFO ON?

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

SDC HAS STATED WE ARE TO LEAVE  
A CLEARED SITE. WHEN ASKED WHAT  
THIS WOULD LOOK LIKE, TIM SAID  
PDE SETTLEMENT.  
WHAT DOES THAT LOOK LIKE? NO  
TREES, NO LIGHTING, NO PUTTY GROUND, NO  
TENNIS COURT, TOILETS, SHEDS???  
LONG GRASS, NATIVE BUSHES, ETC. STONY  
PHOTOS. DON'T TRY TO BILL ME  
LATER WHEN YOU CAN'T SO WHAT IT LOOKED LIKE  
130 YEARS AGO.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☒ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

NO WAY SHOULD WE BE ANY DIFFERENT  
FROM ANY OTHER RATEPAYER. SDC ONLY  
ADMINISTERED THE LICENCE FOR THE LOT  
NOT THE BUILDING!!

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

THERE IS NOTHING THAT MAKES ANY  
SENSE. A WASTE OF PAPER, TIME & EXPENSE.  
JUST TAKE WITH US, LISTEN, PUT FORWARD  
"FACT BASED" POINTS.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

A NO BRAMMER!!! YOU WOULD ONLY  
ASK TO INSPECT A HOME IF A  
COMPLAINT WAS MADE LIKE ALL OTHER RATEPAYERS  
ARE TREATED. THEN COMMUNICATE, ASSIST IN A DECENT  
TIME FRAME.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

AS ABOVE

## Submitter Number: 183

**Full Name:** Paul Clarke

**Organisation:**

**Wish to speak to the submission:** Yes

---

21/7 Post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.


All submissions will be considered by Council before making a decision.

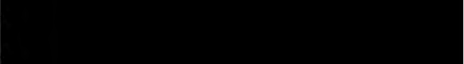
### Submitter details

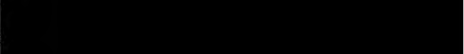
*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

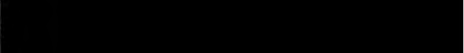
First name\* PAUL

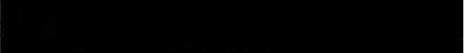
Last name\* CLARKE

Address\* 

Town\* 

Postcode\* 

Contact\* 

Email address\* 

Are you submitting on behalf of an organisation?

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_



## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☒ A single fixed term of 30 years  
~~No renewal.~~
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

ALTHOUGH I ACCEPT IT MAY  
BECOME IMPOSSIBLE TO REMAIN  
@ USM, UNTIL SEA LEVELS  
REACH CRITICAL LEVELS I  
SEE NO REASON NOT TO RENEW.

Do you have any other feedback?

- ☒ Yes ☐ No

Please add your comments:

UNDERSTAND THE COUNCIL  
HAS A DUTY OF CARE TO  
THE SAFETY OF RESIDENTS -  
HOWEVER IF THE LAND WAS  
SOLD OR TRANSFERRED TO RESIDENTS

THAT DUTY OF CARE WOULD  
BECOME OURS. WE COULD  
THEN PAY RATES LIKE EVERYONE  
ELSE AND THE ROAD COULD  
BECOME PRIVATE MAINTAINED BY  
RESIDENTS IF NECESSARY.

## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- ☒ Yes ☐ No

Please explain your reason:

YES ① AND ②

Are there any additional events that you think should be considered?

- ☐ Yes ☒ No

Please add your comments:



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

IF option 3 were to happen we would want proof that option 3 was the cause and reasonable time to clear our site

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

UNTIL IT IS SEEN AS LIKELY THAT THE HUTS WILL NEED TO BE VACATED, I SEE NO REASON FOR A BOND.

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

I council enforces our removal the council should pay for it.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

THIS COULD BE AN EXTERNAL ONLY INSPECTION, I DON'T NEED THE COUNCIL TO TELL ME HOW TO KEEP THE INSIDE MATTERS.

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

DON'T THINK WE NEED THE COUNCIL TELLING US IF OUR HUTS THAT HAVE BEEN THERE FOR A LONG TIME ARE SAFE.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

DON'T AGREE WITH COUNCIL HAVING ANYTHING TO DO WITH HUTS UNLESS IT POSES A HEALTH AND SAFETY ISSUE TO OTHERS.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

IF WE ARE GOING TO BE FORCED TO LEAVE I DON'T THINK THE COUNCIL SHOULD BE MAKING US SPEND MONEY ON FIXING OUR HOMES.

## Submitter Number: 186

**Full Name:** Charles Dillimore

**Organisation:**

**Wish to speak to the submission:** Yes

---

← Please add a Staple

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Charles

Last name\* Dillimore



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal. *no!*
- ☐ A single fixed term of 30 years  
No renewal. *no!*
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years). *no!*

Please explain the reason for your selection:

*Residents seek a licence term of 30 years with the right of renewal for further terms of 30 years subject to environmental triggers which have yet to be agreed upon.*

*The council is not bound by its 2019 resolution because of the HOLA Act 1924 and Reserves Act 1977*

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*The council's role is to administer the local purpose reserve for hut settlement which includes the notion of community, preserving its historical value, social economic and cultural well-being*

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

*The Council is using the Jacobs Report the triggers and thresholds require more scientific investigation as well as a clear and concise rationale for the community*

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

*I hope the option to remove people or cancel their right to occupy apply to all locations and people within the Selwyn District and not just to the Upper Selwyn Huts.*



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

It should be up to the Police or Civil Defence hierarchy to determine whether we need to be evacuated, not some vague notion held by the council. The current mayor should not blatantly lie to the media to state that the Upper Selwyn huts has been evacuated when it hasn't in the last 130 years.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

Why is the bond required now. Shouldn't the cost of demolition be included in any home insurance policy?

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

How do we know what our current site looked like 130 years ago. Do we remove trees shrubs etc. How do we get our money back if the hut is burnt down or removed by a tornado?

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Inspections should be external only. Will the Selwyn district council ask any other home owner / occupier to enter their homes for a look - no I don't think so. We want consistency.

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

again, external inspections only. We hope they use the 1947 Building Act.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

helpful support and advice. A reasonable time frame to rectify any issues raised. The right of a support person - a tradesman etc.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

We would feel a advance warning of an inspection should be agreed upon and not a surprise visit with the sole means of locking to end our lease

## Submitter Number: 184

**Full Name:** Catherine Dillimore

**Organisation:**

**Wish to speak to the submission:** Yes

---



← Please add a staple  
21/7 post

①/2

## Submission form

District Council is conducting a public consultation to seek feedback on four terms that are to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine how the new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and drop it off at a Council Library or Service Centre, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions containing names are published on our website in official documents so please do not include personal information in the content of your submission you would prefer to be kept private.

Contact details (address, phone number and email address) are provided to elected members with your feedback to be considered when making their decisions, contact details will not be publicly available on the Council's website or in public documentation.

If anyone requests a copy of submissions under the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have a reason as to why your personal details or feedback should be kept confidential, please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Catherine

Last name\* Dillimore

Address

City

Town

Postcode

Contact

Email

Are you submitting on behalf of an organisation?\*

☐ Yes

☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes

☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☒ Rolling 10-year terms renewable  
with the ability to renew, up to a maximum of 30  
years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Our Barrister (for USHOA) has  
determined that a finite term  
has not been justified. We are  
entitled to a renewable licence  
according to current laws

Do you have any other feedback?

- ☒ Yes ☐ No

Please add your comments:

We request a 30 year renewable  
licence term, supported by  
our Barrister

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- ☐ Yes ☒ No

Please explain your reason:

It is not a council road. It is  
a public road which must be  
maintained. It provides access  
for many non-residential parties  
as well.

Are there any additional events that you think should be considered?

- ☐ Yes ☒ No

Please add your comments:

Use a helicopter to evacuate  
if necessary. Army is local  
and should be well equipped  
in an emergency if the fire  
is not able to do so.  
Also civil defence.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Safety of residents and  
emergency services personnel  
as would be the case on any  
access road in the Selwyn  
district.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

If the rest of residences  
in the Selwyn district have  
a bond applied to their  
properties also.

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Bond must be applied to all  
properties, district wide. If  
none for the others then  
none for our community.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Same rules as apply for  
every residence in the  
Selwyn district.

Do you think the checklist covers the right things?

☐ Yes ☐ No ☒ Not sure

Please specify what you would change:

Apply inspection programme  
to all residences district wide  
across Selwyn.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Exactly the same as applied  
to any residence across the  
Selwyn district

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Exactly the same as applied  
to any residence across the  
Selwyn district.

## Submitter Number: 194

**Full Name:** Leigh Rossiter

**Organisation:**

**Wish to speak to the submission:** Yes

---



## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

### ATTACHMENTS

\* PERSONAL LETTER (2 PAGES)

\* PROJECT INFORMATION MEMORANDUM  
SBC LETTER HEAD (1 PAGE)

SORRY THIS IS HANDWRITTEN  
MY LAPTOP CRASHED

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* LEIGH

Last name\* ROSSITER

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_

## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

NONE OF THE 3 OPTIONS ARE  
ACCEPTABLE, ALL BEING NON  
RENEWABLE TERMS OR FINITE TERMS

THIS IS A BIASED, INACCURATE AND  
MISLEADING CONSULTATION DOCUMENT

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

PLEASE REFER TO OUR BARRISTER  
CLARE LEWIS HAS UPDATED OPINION  
DATED 20 JUNE 2025. YOU WILL  
FIND A FULL COPY ATTACHED TO:-  
OWNERS ASSOCIATION SUBMISSION  
"RESIDENTS SEEK A LICENCE TERM  
OF 30 YEARS WITH THE RIGHTS OF  
RENEWAL FOR FURTHER TERMS OF  
30 YEARS SUBJECT TO ENVIRONMENTAL  
TRIGGERS (SPECIFIC TRIGGERS TO BE AGREED)"

ALSO PLEASE SEE MY LETTER (2 PAGES)  
ATTACHED REGARDS OUR SIGNED  
CONTRACT WITH SDC WITH REGARDS  
TO WHEN WE BUILT

## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

1/CUT OFF FOR 24HRS IS NOT A VALID REASON  
TO WARRANT RETREAT, IN 2017 WHEN  
WE HAD OVERSILL, RIVER AT 700 CMGCS  
THE ARMY COULD GET IN IN UNIMOG'S

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

2/USH ARE NOT THE ONLY USERS OF  
THIS ROAD IT IS A MAIN ACCESS TO THE  
LAKE-USERS INCLUDE USH, LSH, DDC,  
ECAN, THE FARM HOUSE. YOU SDC HAVE  
A RESPONSIBILITY OF MAINTAINING THIS ROAD  
3/CLUTCHING AT STRAWS



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

SAME THING WE HAVE BEEN ASKING FOR,  
COMMUNITY LED DECISION MAKING ON  
ANYTHING THAT AFFECTS US, INCLUDING  
COLLABORATION WITH AND EMPOWERMENT  
OF OUR COMMUNITY, AS WE DID FOR  
116 YEARS PRE 2011 BEFORE THE  
COUNCIL TOOK OVER FROM THE COMMITTEE

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

THIS IS ONCE MORE A TYPE OF MONEY GRAB  
IT HAS NOT BEEN A REQUIREMENT FOR  
THE LAST 130 YRS WHY NOW? AND NO  
BOND DETAILS GIVEN I.E. HOW MUCH, OVER  
HOW LONG AND WHAT DOES IT COVER

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

SEE ABOVE

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☒ Other

Please add your comments:

NONE OF THE OPTIONS ARE "PREFERRED"

PLEASE TREAT US THE SAME AS  
EVERYONE ELSE IN THE DISTRICT

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

SHOULD NOT HAPPEN  
IS THIS GOING TO BE ANOTHER "MONEY  
GRAB" AND PUT MORE FINANCIAL  
STRAIN ON US?

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

SHOULD NOT HAPPEN

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

SHOULD NOT HAPPEN

THIS SHOULD NOT BE A REASON  
TO TERMINATE A LICENCE

ADD ON FOR CONSULTATION DOCUMENT.

1/2

TO SELWYN DISTRICT COUNCIL

I DON'T KNOW YOU, YOUR FAMILY OR WHERE YOU LIVE  
 BUT I DO KNOW WHERE YOU WORK  
 YOU DON'T KNOW ME MY FAMILY OR WHERE I WORK  
 BUT YOU DO KNOW WHERE I LIVE

MY HOME IS PERMANENT YOUR JOB IS TEMPORARY WITH THE  
 MAJORITY OF YOU RESIGNING HOW IS IT YOU STILL HAVE THE  
 POWER TO VOTE. ESPECIALLY A COUPLE OF OUR GOING COUNCILLORS  
 WHO ARE WIDELY KNOWN TO HAVE AN UNHEALTHY HATE TOWARDS  
 US (USH) AND HAVE BEEN PUBLICLY HEARD CALLING US "FERAL"  
 AND SAYING "THEY HAVE TO GO".

AND BE HONEST WHAT IS THE REAL REASON/MOTIVE BEHIND THIS  
 WANTING TO SHUT A WHOLE COMMUNITY DOWN AND IF YOU'RE  
 NOT 100% SURE OF THE REASON THEN HOW ON EARTH CAN YOU VOTE  
 ON THIS (AND IF YOU DO KNOW CAN YOU PLEASE LET US KNOW)

SDC YOU SHOULD BE PROUD HAVING A 130 YEAR OLD ESTABLISHED  
 SETTLEMENT IN THE DISTRICT. A VILLAGE THAT IS AN ICONIC PART  
 OF SELWYN /CANTERBURY AND NEW ZEALANDS HISTORY THAT STILL  
 HAS ONGOING TRADITIONS LIKE THE YEARLY GALT DATING BACK TO 1912,  
 OWNERS FAMILY CONNECTIONS TO USH FOR THE PAST 103 YEARS.

WE ARE AN ASSET TO THE SELWYN COUNCIL AS A HISTORIC AND  
 CULTURAL AREA THAT DESERVES TO BE PRESERVED.

YET YOU SDC UNDERHANDEDLY SABOTAGES OUR APPLICATION TO  
 HERITAGE NZ FOR THE SETTLEMENT TO BE RECOGNISED ON THE HERITAGE  
 LIST (2019)

OUR COMMUNITY IS INCREDIBLY UNIQUE, SPECIAL AND VITAL TO THE  
 SOCIAL HEALTH OF THE REGION

17 YEARS AGO (2008) MY HUSBAND AND I ENTERED INTO A SIGNED  
 CONTRACT WITH SELWYN DISTRICT COUNCIL

"DEMOLITION OF DWELLING AND NEW DOMESTIC DWELLING"

COPY ATTACHED

INTENDED LIFE "INDEFINITE, BUT NOT LESS THAN 50 YEARS"

(LEIGH ROSSITER [REDACTED])

## ADD ON FOR CONSULTATION DOCUMENT

2/2

AFTER LIVING AT THE HUTS FOR 3 YEARS AND DECIDING THIS WAS OUR FOREVER PLACE WE CHOSE TO INVEST AND BUILD CONFIDENT OF THE LONGEVITY AT THE HUTS.

WE BUILT HERE FOR A NUMBER OF REASONS, MY HUSBANDS FAMILY CONNECTIONS FOR THE LAST 53 YEARS, THE WARM AND FRIENDLY ESTABLISHED COMMUNITY VIBE, A LIFESTYLE WITH FISHING, HUNTING AND BOATING ON OUR DOORSTEP AND NOT LIVING IN THE RAT RACE OF TOWN.

THIS HAS BEEN A HARD EMOTIONAL AND EXPENSIVE FIGHT FOR A NUMBER OF YEARS FOR US TO STAY IN OUR WARM COSY FOREVER HOME WITH NO RATIONAL REASON AS TO WHY YOU ARE TRYING TO PUT US OUT ON THE STREET WITH NO ASSET TO SELL AND NO COMPENSATION.

YOU ARE EXPECTING MY HUSBAND AND I IN OUR 60'S TO START AGAIN, AFTER HAVING WORKED HARD ESTABLISHING OUR ROOTS AND GETTING OURSELVES INTO A POSITION TO GO INTO A COMFORTABLE RETIREMENT.

BUT BY MY RECKONING WE STILL HAVE AT LEAST ANOTHER 33 YEARS TO GO ON OUR CONTRACT WITH SDC.

WE HAVE NOT PURSUED THIS AT PRESENT AS WE ARE PART OF THIS COMMUNITIE AND WORKING ON THE FIGHT WITH YOU (SDC) AS A TEAM

## INTERESTING TIMELINE FACTS OF USA

- 1888 - WH SPACKMAN BUILT A FISHING BOX
- 1891 - REPORTS OF HUTS AND MIDDING LODGE BEING ERECTED
- 1892 - WH SPACKMAN PUBLISHED FIRST BOOK ON TROUT FISHING IN NZ
- 1895 - AREA SURVEYED AND GAZETTED AS RESERVE 3048
- 1900 - FIRST IDENTIFIED IMAGE OF A UPPER SELWYN HUT
- 1912 - FIRST GALA DAY
- 1918 - AUTOMOBILE ASS (AA) HAD A MONSTER PICNIC AT THE HUTS FOR INFLUENZA WORKERS 600 ATTENDED
- 1924 - LIST OF HUT LICENSSES RECORDED 95 HUT OWNERS
- 1927 - DUKE OF YORK FISHED ON THE SELWYN RIVER
- 1927 - SEPTIC TANK INSTALLED (SEWERAGE SYSTEM) WE HAD FLUSHING TOILETS BEFORE LEESTON
- 1940'S - SETTLEMENT INCLUDES A SHOP AND TEAROOMS
- 1950-1970 - TELEGRAPH OFFICE IN SETTLEMENT
- 2015 - SURVEYED AS SECTION 1 AND SECTION 2 SET ASIDE "FOR THE PURPOSE OF A HUT SETTLEMENT"

REGARDS LEIGH ROSSITER



2 NORMAN KIRK DRIVE  
PO BOX 90, ROLLESTON 7643  
PH: (03) 347 2800 FAX: (03) 347 2799

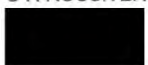
REF No. ....

## Project Information Memorandum




**080650P**

Section 34, Building Act 2004

### Application

Owner: C R ROSSITER	No.	080650P
C R ROSSITER	Issue date	30/05/08
	Formally Received Date	12/05/08

### Project

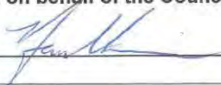
Description	New (& prebuilt) House, Unit, Bach, Crib, Town House etc. Being Stage 1 of an intended 1 Stages DEMOLITION OF DWELLING AND NEW DOMESTIC DWELLING
Intended Life	Indefinite, but not less than 50 years
Intended Use	Demolition of Existing Dwelling and New Two Storey 3 Bedroom Domestic Dwelling - 126m <sup>2</sup>
Estimated Value	\$80,000
Location	 UPPER SELWYN HUTS
Legal Description	
Valuation No.	

Building work can proceed following formal notification of Building Consent Approval being received from the Selwyn District Council Building Consent Authority and approvals being obtained from the agencies identified in this project information memorandum.

**This Project Information Memorandum does NOT constitute a Building Consent.**

Signed for and on behalf of the Council:

Name:



Date:

3/06/08

SERVICE  
CENTRES:

LEESTON  
HIGH STREET, LEESTON  
PH: (03) 347-2820

DARFIELD  
SOUTH TERRACE, DARFIELD  
PH: (03) 318-8338

LINCOLN  
GERALD STREET, LINCOLN  
PH: (03) 347-2875

## Submitter Number: 90

**Full Name:** Clare Ryan

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

Please explain the reason for your selection:

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

*Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed).*

our Barrister, Clare Lenihan's updated Opinion dated 20 June 2025, which concludes:

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both

now and into the future.

- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.
- 

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

Selwyn Huts is on a slight rise on a huge flat plain, flooding that causes roads across more than 30 000 hectares of land occurs when Te Waihora is not able to be opened. When houses in Selwyn Huts are flooded, Lincoln township and Leeston will be under water since they are the same elevation. Selwyn Huts buildings survived earthquakes and floods since 1895, it seems unlikely and silly to attach a clause that will make an exception for our community. Does anyone evacuate Arthurs Pass when snow or slips close the road? There is no steep hillside to fall on the huts, there is a river and a floodbank and the aforesaid 30 000 hectares of lower lying land to fill up with water before the Huts are affected - Emergency Services access is not the problem here: it is a punitive clause that should be dropped. Emergency Services have all the Legal powers they need to evacuate a township, leave them to their business.



---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.

- Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations. This gives the Council power to terminate licences unnecessarily.
  - Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable, a licence end date could then be discussed.
- 

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

The same consideration that occurs in neighbourhoods where people have freehold title. There is no difference to the experience and consequences for people at Selwyn Huts vs people in Arthurs Pass or Leeston or Springfield - if infrastructure fails to protect places where people live then Council has to consider all options: making people homeless and lose all equity in their properties is not on the list of normal first options. Karekare Beach in Auckland has terrible road access through steep country that was closed for weeks after Cyclone Gabriel and substantial numbers of slips in the village took out parts of houses and backyards - that is a realistic context for discussing managed retreat.

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Yes

Please add your comments

There is no requirement in law for an end of licence term, therefore a bond is not relevant. If there were a wider land use practice of charging a bond for example a bond on requiring farmers to return water quality that entered their farm to the same standard as it exited their farm, or a bond to require forestry block owners to remove all slash

prior to replanting or sale then a bond on the Selwyn Huts would have some relevancy and merit. The principle that future generations should not have to pay for the clean up of current generations applies to leasehold and private ownership. But if private ownership gets a free pass then it is unreasonable to impose a charge on leasehold occupiers.

---

**Please add your comments:**

When the SDC starts building new community housing for low income people in the Selwyn District then there will be an opportunity for imposing bonds for whatever SDC wants to. In the meantime, the Selwyn Huts Community expects to be around for the foreseeable future, if there is another reason that the SDC needs to get rid of the Selwyn huts it would be very helpful to hear that directly.

---

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

---

**Please add your comments:**

Several things at issue: these Huts and the whole Hut aesthetic is culturally and historically significant in a district that is swallowing up land and old established communities with brand new buildings and people. Trying to impose modern building standards is an effective way to destroy what makes the Huts unique and special. These Huts have been through lots of earthquakes and are still standing. The Huts are small, they are easy to keep warm, they have a charm and quirkiness that would cost an absolute fortune if they had been built at a time that required consent. Why would you want to wreck that charm?

---

**Do you think the checklist covers the right things?**

Not sure

Please specify what you would change

The requirement to have clearance above ground level is potentially an issue if inspectors are going to take one look at the front door and say the building doesn't meet the standards - some huts have had a lot of gravel added around the hut over the years and there is plenty of clearance under the floorboards - just not at the front door. Issues like this in the checklist make me worry the checklist will be used in a punitive way. I guess the checklist has to have a reason, a purpose: is it safety? is it compliance with modern building standards? is it a way to punish Hut Owners? Can we agree at the start that compliance with modern building standards is going to be a non starter? Doors will be too narrow, ceilings too low, wiring will be too old, every hut except the new ones will have some quirk. In common with most houses in the Selwyn District that are still lived in and are over 70 years old - will you require a checklist for them as well?

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

What I expect is a punishing letter that threatens my existence, that gives me 30 days to remedy the situation or face cancellation of my lease, that promises me that my hut will be destroyed at my expense unless I remove it from the site within 60 days and that I can appeal to the District Court for a stay of proceedings if I choose to. That's what I expect based on previous experience with Selwyn District Council. What I would hope for is an onsite meeting with a qualified building inspector (who actually knows how to build - not how to check for compliance to a code) to discuss how to remedy the issue in a way that honours the building, is fair and ensures safety and acknowledges the ability of the hut owner to comply within a fair period of time.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

Inspectors could slap red and yellow stickers on all the huts and empty the community out overnight. That would be a Council solution. The Council owns the land, but not the buildings, so at least 24hrs notice is required to inspect the sections, but I don't see how inspections can be mandated on the huts in a legal way unless someone has applied for consent and the inspectors turn up to sign off on the consent. If Huts are in good condition does that imply they were altered without consent? If they are in poor condition does that mean they fail inspection? Is there any way out of that dilemma? There needs to be a pathway through that preserves the appeal of the huts without criminalizing owners.

Submission to Selwyn District Council regarding new Deed of Licence

I have been submitting to SDC since 2017 on this matter! It is not fair, it is not reasonable and I am sick of it. I have said the same thing over and over and over again.

The Huts is a sustainable, successful small community of mostly low income people who have found a safe and supportive and affordable place to live in a district that is growing so fast and is so expensive that affordable housing is a rare and precious thing.

And SDC has been working hard for nearly 10 years to find a way to get rid of Selwyn Huts.

And this latest consultation is full of yet more potential loopholes that will give the Council a way to cancel leases.

Just take a deep breath, accept reality, agree that Selwyn Huts is actually great, an asset to Selwyn and worth preserving. Then do the decent thing and be fair and reasonable and listen to what we have been saying since 2017.

We haven't been unreasonable!

Regards  
Clare Ryan

## Submitter Number: 179

**Full Name:** Wendy Elizabeth Moreland

**Organisation:**

**Wish to speak to the submission:** Yes

---

21/7 New Post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* Wendy Elizabeth

Last name\* MORELAND

Address\*

Town\*

Postcode\*

Contact n

Email add

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other:

13/07/2025  
W.E. Moreland



## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☐ Fixed term of 5 years  
No renewal.

☐ A single fixed term of 30 years  
No renewal.

☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

☒ *Infinite Term*

Please explain the reason for your selection:

*I have not ticked any above boxes as these to not cover the full options as discussed at the SDC meeting on 20/05/2025. Needs to be open ended + renewable.*

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*a 30 year term with the right of renewal.*

## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

*These above events are not reason to terminate the license. We should be treated the same as all in the Selwyn District.*

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

*Days Road is not only used by hut residents. It is a public road which needs to be maintained by SDC, like all other roads in the wider Selwyn district.*

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

*Keep civil defence well informed as to residents safety as all in the wider Selwyn district.*

*The USH have NEVER been flooded!*

*the settlement has an active neighborhood watch!*

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

*This has never been required in the past! Why now??*

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

*This is a feeble attempt at revenue gathering by the SDC. We already have added costs due to the pipelining. Therefore this is unfair!!*

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

*If there is a health + safety concern for the residents or general public this should be addressed.*

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

*SDC is responsible for the land only not the dwellings!!*

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

*No need for further inspection as each leaseholder should be responsible for their premises. This needs to be enforced by SDC!*

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

*As you are the caretakers of the land you need to enforce this.*



## Submitter Number: 200

**Full Name:** Cécile Tait

**Organisation:**

**Wish to speak to the submission:** Yes

---



Email 21/7/2025

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.


All submissions will be considered by Council before making a decision.

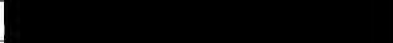
### Submitter details

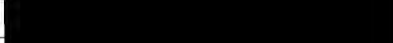
Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation

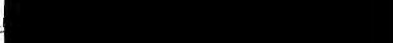
First name\* Cécile


Last name\* TAT

Address\* 

Town\* 

Postcode\* 

Contact number\* 

Email address\* 

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: \_\_\_\_\_

## Questions

## 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

*non*  
I understood I was on a one-hundred-year renewable lease when I bought my hut in 1998, so if there was an "other" box, I would tick "100 YEARS WITH RIGHT OF RENEWAL".

There is NO time limit for licences the Selwyn District Council can grant under the ROLD ACT 1924. The minimum term that is acceptable to me is a 33-year licence with right of renewal.

Why is the council ignoring NZ law when it doesn't suit your purposes?

☒ Yes ☐ No

Please add your comments:

Please see Barrister's  
opinion below  
(Clare Lenihan)



## 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

## 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

## 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

## 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

*all of them*  
Please explain your reason:

1. No road access for over a week wouldn't be a problem for me.

2. If road access was cut off permanently, I would just walk out and hitch to Lincoln when I needed to.

3. One person injuring themselves can happen at any time and shouldn't adversely affect the rest of us with eviction.

☐ Yes ☒ No

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.
- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

**I'd like the council to consider fixing any damage, so life can return to normal at Selwyn Huts.**

---

---

---

---

---

---

---

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at end of a licence term. This means the bond will only be used for returning the site to what it was before hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

**I disagree with any bond, as I feel there should be a long-term, renewable licence, which renders it unnecessary.**

---

---

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

**There has never been a bond requirement since 1895.**

---

---

---

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- ☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☒ Other

Please add your comments:

**NEVER re inspections -the Selwyn District Council is NOT my landlord. I own my home. It is on Crown Land, not council-owned land. I know of nowhere in NZ where someone's own home can be inspected. I don't even want the lot inspected. Most of it can be seen from the road either side.**

**I feel this is just the council searching for reasons to evict people. I spent my life savings on this home to live in for the rest of my life, and I am now on the Invalid's Benefit. Most people don't have anywhere else to go.**

---

---

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

---

---

---

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

**The council can request an inspection from each landowner if a complaint is raised. Selwyn Huts has been fine since 1895 with no inspections. We need to be treated the same as everyone else in the district.**

Upper Selwyn Huts | Consultation Document | 11





## Submitter Number: 199

**Full Name:** Jeremy Meiklejohn

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH)

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Jeremy  
Last name\* Meiklejohn



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☒ I am a licence holder  
☐ I am not a licence holder but live at Upper Selwyn Huts  
☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**  
No renewal.
- ☐ **A single fixed term of 30 years**  
No renewal.
- ☐ **Rolling 10-year terms**  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

---

---

---

---

---

---

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Please refer to attached paper

---

---

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

Please refer to attached paper

---

---

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

Please refer to attached paper

---

---

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Please refer to attached paper

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Please refer to attached paper

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- ☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

Please refer to attached paper

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Please refer to attached paper

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Please refer to attached paper

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Please refer to attached paper

**WRITTEN SUBMISSION - UPPER SELWYN HUTS DEED OF LICENCE**

Submitted by: Jeremy Meiklejohn

**Q1: Licence Term**

Support is for a 30-year licence with the right of renewal for another 30 years, subject to safety and environmental review.

There is no legal requirement for hut licences to be non-renewable.

The 2019 Council resolution was never publicly disclosed, never included in LIMs or Deeds, and has no binding legal authority.

This land remains designated as a Local Purpose Reserve for hut settlement, a status that hasn't changed.

Under the **ROLD Act 1924**, there is no time limit on licences.

The **Reserves Act 1977** allows for terms of up to 33 years, with or without renewal.

Council has the legal ability to grant a renewable licence and should do so.

Why when there is a housing shortage do you want to make more people homeless?

It doesn't make sense.

Also since your councils 2019 decision to put an end date in place, over 50% of the homes have had transfers of licences. How have you allowed that to happen, knowing full well that any potential buyer is effectively walking into a sinking ship with next to no chance of recovering any value from their asset?

This is purely disgusting..

Refer to Clare Lenihan's legal opinion dated 20th June 2025

**Q2: Environmental Triggers**

Triggers for early licence termination must be based on independent, tested science, not subjective thresholds.

No licence should be ended unless,

There's a serious event that directly endangers safety,

A qualified, independent expert confirms the site is permanently unsafe, and no form of mitigation is possible.

Anything less sets a dangerous precedent and undermines trust in the process.

I Don't agree with any of these options, as these questions could apply for any community within the district. So why apply it only here???

What would your council do if any of these circumstances happened to any other part of the district???

Why are the Selwyn Huts treated differently???

Why can't residents be treated fairly and with the same respect as the rest of the residents within the district???

**Q3: Bond Requirements**

There is no justification for introducing a bond now after 130 years without one. No cost estimate, timeline, or explanation of how it would work has been provided. This is not consultation, it's an undeveloped idea floated with no supporting structure. Introducing a financial burden in the middle of a housing and cost-of-living crisis is unreasonable.

Until full details are provided, this proposal should be taken off the table.

Bond seems very unreasonable considering the above mentioned. This is something that possibly should have been taken into consideration along time ago. So to make the residents have to pay for this seems unreasonable.

**Q4: Building Condition Inspection Programme**

A one-time, fair baseline inspection may be reasonable, But only external. We own our own homes so you should not need to enter our homes.

But routine, unjustified inspections are not.

This is a residential community, not a council-owned asset list.

If there's no complaint, there should be no inspection.

If an inspection does take place, a support person must be allowed.

Inspections must not be used to pressure, penalise, or remove residents.

Council's principle of "ensuring no one is made homeless" should be clearly reflected in how this policy is implemented, not just in documents.

Inspections should only take place after a complaint has been raised, prior to this there should be no justifiable reason for this to happen. Does this happen anywhere else within the district without justification.



**Final Note:**

This is a formal written submission. I wish to speak at the hearing, either in person or via video link.

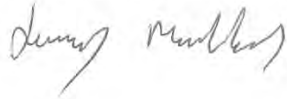
This process must reflect transparency, not agenda. The legal tools to offer long-term, secure tenure already exist.

What's lacking isn't law, it's political will.

The community deserves a process grounded in fact, fairness, and accountability.

I believe that if the shoe was on the other foot and this was happening to any of you or your family members or loved ones you would all be digging your feet in and asking for real true answer, transparency and honesty because thats only fair, and we all have the right to be treated with dignity and respect.

Respectfully,  
Jeremy Meiklejohn

A handwritten signature in black ink, appearing to read 'Jeremy Meiklejohn', written in a cursive style.

## Submitter Number: 185

**Full Name:** Adelaide Edith White

**Organisation:**

**Wish to speak to the submission:** Yes

---

21/7 post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* AOELAIOR WEDITH

Last name\* WHITE

Address

Telephone

Postcode

County

Electoral

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☒ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☒ I am a licence holder
- ☐ I am not a licence holder but live at Upper Selwyn Huts
- ☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

None

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years. Subject to environmental triggers (specific triggers to be agreed).

If this resulted in confirmation from an INDEPENDENT BODY, without an agenda, that in the case the Upper Selwyn Huts is permanently uninhabitable and ONLY THEN a licence end date COULD BE DISCUSSED.

REFER TO Claire Lehman's legal opinion. 20.6.25.

20 | Upper Selwyn Huts | Consultation Document

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☒ No

Please explain your reason:

Councils Jacob report identified Environmental Triggers & Thresholds REQUIRE more specific investigation & a CLEAR EXPLANATION & RATIONALE for the community is needed.

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

Reference to environmental events leading to an early licence end should ONLY be along the lines of a SIGNIFICANT EVENT! which causes serious damage to homes & people, OR a RISK of a SIGNIFICANT Event that CANNOT be mitigated!

CONT....

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.

Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Mitigation Options or Solutions SHOULD BE Explored before considering events that will trigger retreat. Specific Triggers listed are INAPPROPRIATE, VAGUE & Open To different interpretations. This gives the Council Power to terminate Licences unnecessarily!

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

WHY NOW? Hasn't been required for 130 years!! Residents cost are increasing why give us more costs!! we can't afford

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Bond details have not been included.  
How much?  
Paid over what period?  
What does Bond cover?

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☒ Other

Please add your comments:

None of the options are preferred.  
We would like to be treated like everyone else in Selwyn District.  
Unless a complaint has been made

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Inspection should ONLY be of the lot.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

The SOC have repeatedly talked about a baseline inspection this should only happen ONCE!

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Support and advice from the Council would be helpful if there are any issues needing attention and a realistic time frame for repairs is ESSENTIAL.

Upper Selwyn Huts | Consultation Document | 11



## Submitter Number: 70

**Full Name:** Denise Carrick

**Organisation:**

**Wish to speak to the submission:** Yes

---

### What is your connection or interest to Upper Selwyn Huts?

Other

We used to own one of the huts, have friends there and have an interest in the area and the wellbeing of the community

---

### What is your interest in the area?

---

Council is seeking feedback on three different options for how long future licences should last.

### Please select your preferred licence term from the options below. Licence Term Options

Please explain the reason for your selection:

---

### Do you have any other feedback on licence terms?

Yes

---

### Please add your comments

None of the 3 options seem acceptable, all being non renewable or finite terms.

As with all Council submissions this is a leading question directing you towards a choice. By putting 5 years no renewal is devious and will lead people who are in favour of the huts to thinking that they have to choose one of the other options. Putting this out to the general public who know nothing about the situation, what has gone on historically with the treatment of the hut owners by the Council and the heritage has been very devious. Why should people who live in their 'perfect cookie cutter' homes in Rolleston be deciding on a community that they do not know, have never visited, and

only have 'hear says' as to who lives there? 'Oh they are all nutters,' 'on benefits' 'on drugs' 'oh its dangerous out there' - these are common reactions that I have heard myself when trying to talk about the situation - and is absolutely ridiculous.

My husband and I owned one of the huts when we first met. The community is one of the most supportive I have been fortunate to be part of here. I have several close friends from that time and it gave us the opportunity to be part of something very unique. There are people that you will class as 'living on the fringe' but I would say that they are true people, artists, environmentalists and people who can think 'outside the box.' - there is nothing wrong with being different and not being brainwashed into the cookie cutter world of Rolleston - there is life outside of the same, same, same. We talk in education about raising creative independent critical thinkers but we expect everyone to conform to blandness. This is wiping out a community because you don't like it - and that is quite simply wrong. Please see legal opinion below from Barrister Clare Lenihan, 20 June 2025, which was cut short and ignored at the Council meeting when this was discussed.

*Residents seek a licence term of 30 years with the rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed) as recommended by Barrister, Clare Lenihan 20 June 2025.*

- Legal Obligations: Council's role is administrator of a local purpose reserve for the purpose of hut settlement which includes the notion of community. They have legal obligations to protect and preserve this local purpose reserve and ensure it is used and enjoyed for hut settlement purposes. Other legal obligations also include protecting its historic values; recognising the community's diversity; and promoting the social, economic and cultural well-being of its community, both now and into the future.
- Licence Term: The Council is not bound by any finite licence term and can grant a licence for more than one term of 33 years under the ROLD Act 1924 or the Reserves Act 1977. They are also not bound by their 2019 resolution that hut licences are short term and ultimately finite.

#### **Other Reasons to Grant a renewable licence:**

- The Council has not provided any reasons to date that justifies a non renewable licence. All independent evidence and reports do not support a non renewable licence.
- o ECAN/Aqualinc confirmed climate change is not an issue

- o Wastewater issue has been resolved
- o Details of cultural reasons have not been provided
- o Duty of Care – is not a reason to terminate a local purpose reserve licence to occupy. Duty of Care is a legal obligation not to be contracted out of.
- o Repair of the sewer reticulation system. This was listed as SDCs responsibility in Tim's March 2024 report. SDC has a legal obligation to repair and maintain this.
- o Lake not being opened as often will not only affect USH but many townships and farms in Selwyn. This is unlikely to occur.
- o Stop bank at USH overtopping. There is no evidence of where the river will overtop. We believe it will overtop the opposite bank before it does here, but we have asked ECAN for this information.
- o Wider Selwyn community tensions. We believe these have been artificially fueled by SDC press releases.
- o Concerns over evacuations. Self evacuations are well managed by the community. Being cut off for a few days does not concern our residents. We should be treated like any other area of Selwyn that gets cut off.

**A 30 year term is preferred for a renewable licence:**

- This process has been incredibly taxing and detrimental to all, 30 years will finally give us security of tenure, a basic human right.
- 30 years will minimise ratepayer funds being used for licence renewals.

A non renewable licence term has not yet been legally justified by the Council, therefore preferred option is a "30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)". (Barrister Clare Lenihan)

Further comments on the 'consultation.'

I have used documents written by current residents and their legal person as they are in the best position to comment on a situation that has been created purely by Selwyn

District Council and has been misrepresented to the public and turned into a situation that should not be occurring by the current Council. To make a decision on the 17th September when the current Council are standing down is just rude and adds to how wrong this situation is. You have one Councillor resigned already. Two Councillors who have been quite vindictive towards the huts community now standing down and several others. Is this really an appropriate time to be taking such a huge decision on peoples lives and homes - particularly when you are not in possession of all the correct facts and previous information for removing the people has proved to be wrong. ***It would look much better and reflect better on the Council as a whole if they delayed until further environmental research was done and clarification into the triggers for leaving was done - and also for a fresh new Council without the 'baggage' and issues of the current Council to be established.***

- **Biased, inaccurate and misleading consultation document**
- Page 3, paragraph 1; the Upper Selwyn Huts are not “on the shores of Te Waihora Lake Ellesmere”.
- Page 3, paragraph 2; the use of the term “hut” to describe our homes is a misleading description of our homes.
- Page 3, under “Why a new Deed of Licence” lists what the Council has to consider with their approach to the USHs, however omits the most important factor which is the Councils legal obligations as administrators of a local purpose reserve, for the purpose of hut settlement, to preserve and protect the reserve for the purpose for which it has been classified. (Clare Lenihan's Opinion 20/5/25).
- Page 4, paragraphs 1&2; refers to the direction of the consultation being shaped by insights from the independently facilitated sessions, however the recommendations from these sessions have been ignored.
- Page 5, column 2; “The huts are located on public reserve land” is misleading and ignores the importance and implications of being on a local purpose reserve, for the purpose of hut settlement.
- The way the questions have been phrased misleads the submitter into answering the question in a way that supports the Council's agenda. Questions should be objective and free from bias or loaded language. This is particularly true for the Licence Term Options, where only non-renewable options have been included, implying those are the only options. We strongly object to the way this question is presented.

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.
- We do not consider access being cut off for 24 hours a valid reason to warrant retreat.
  - We would like to be treated the same as if access to any other area of Selwyn is cut off.
  - The Council has not provided any criteria (such as water level) that warrant a decision of access being unsafe/cut off. Civil Defence have stated to us that their teams will always "look at different methods to gain access if required".

2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off.
  - USH are not the only users of Days Road. This road should be maintained as the main access to the lake. Users include USH, LSH, the farm house, DoC, ECAN and users of the boat ramp to the lake. Destruction of this road is not a reason for USH to be permanently retreated.
  - Closing a rural road is not a simple process as it involves an application to the Minister of Lands and consultation.
  - We believe the Council has a responsibility of maintaining this road and this should not affect USH's licence to occupy.
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- See above re (1) & (2)
- Mitigation options should be explored before considering events that will trigger retreat. Specific triggers provided are inappropriate, vague and open to different interpretation. This gives the Council power to terminate licences unnecessarily.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

I would request that the decision is delayed until further reports have been done into the types of triggering events:-

- As identified by the Council's own Jacob's report, environmental triggers and thresholds require more scientific investigation and clear explanation and rationale for the community. This has not yet been completed.



- Reference to environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable a licence end date could be mutually agreed upon.

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next? Comments**

The same thing that has been asked for previously, that there is a community led decision on anything that affects the huts, including collaboration with and empowerment of our community, as we did for 116 years pre 2011 before the Council took over from the Committee. ***The Council have removed all Community voice, not only from the Huts but generally across Selwyn with the removal of Community Committees, Halls and reserve committees and this is not what a local Council is there to do. You are not a large corporation only for making money - you are there to empower, support and listen to your local residents - not just ignore them time and time again.***

---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

Please add your comments

---

**Please add your comments:**

This is an extra cost to residents and is unnecessary. How can you ask about a bond when no details have been provided. It has not been needed over the time of the huts and is not needed now - again the question is misleading as there is no option other than

to have a bond. By answering yes or no you are then agreeing that a bod is necessary in some circumstances.

- Additional cost to residents at a time when our costs are increasing, possibly significantly.
- Hasn't been required for 130 years, why now?
- Bond details have not been included. eg. how much, paid over what period, what does the bond cover etc.
- We are requesting a renewable licence therefore a bond should not be required.
- 

---

**Please add your Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Other

Please treat people at the Huts with respect and as you would any other part of the community.

---

**Please add your comments:**

- None of the options provided are preferred.
- We'd like to be **treated the same as everyone else in the district**. Inspect only when you would other properties in Selwyn.
- **External inspection only.**

- Pending a legal opinion on the Council's duty of care and the Council's rights to inspect, we are unsure whether a settlement wide inspection is lawful.
- The Council have repeatedly talked about a baseline inspection; this should only happen once.

---

### **Do you think the checklist covers the right things?**

Please specify what you would change

---

### **If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

Again by answering this it is assuming that it is accepted that building inspections are to be carried out and people at the huts are to be treated differently to the general population.

Main concerns are with the "Building Condition – External" items.

- More details and measurements of what is being checked and what the consequences would be if any of these items are failed.
- Failing any items in the inspection checklist should not lead to licence termination.
- "External weathertightness – roof and walls – sound, durable, weatherproof, and maintained". This item is too broad and subjective.
- Community is concerned that failing items in the inspection checklist will lead to unnecessary and intrusive internal house inspections.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

- Mutually agreed time to remediate without punitive consequences
- Open two way communication during the remediation period

- Support and advice from Council would be helpful if there are any issues.

---

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

- We request that the Council encourages homeowners to have a support person with them on the day of the inspection.
- The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. "Ensuring that no one is made homeless" is one of the Council's guiding principles and assumptions (5/3/25 SDC workshop notes)
- This should NOT be a reason to terminate a licence. ***These homes have been there for many many years in some cases and as such should not be a target of the Council - are the council going into every older home in Selwyn and checking them? - I am not suggesting that they do, but I am suggesting you start treating people with dignity and respect.***

## Submitter Number: 82

**Full Name:** FRANK SHARPE

**Organisation:**

**Wish to speak to the submission:** Yes

---

**What is your connection or interest to Upper Selwyn Huts?**

I am a licence holder

Other

---

**What is your interest in the area?**

---

Council is seeking feedback on three different options for how long future licences should last.

**Please select your preferred licence term from the options below.**

A single fixed term of 30 years (no renewal)

[Please explain the reason for your selection:](#)

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)

---

**Do you have any other feedback on licence terms?**

Yes

---

**Please add your comments**

Residents seek a licence term of 30 years with rights of renewal for further terms of 30 years subject to environmental triggers (specific triggers to be agreed)

Council have an obligation to protect our hut settlement and promote its social, economic and cultural well-being.

Under the ROLD Act and there is no time limit requirement for licences. The Reserves Act provides for leases and licences to be issued for terms of up to 33 years, with or without a right of renewal

---

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We're asking for your feedback on three possible events where this could happen.

1. Flooding affecting access: Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period\*
2. Destruction of road cutting off vehicle access: A natural event that causes sufficient damage that vehicle access to the settlement is cut off\*
3. Serious harm caused by a flood event: Any flooding event that causes serious injury or fatalities within the settlement

\* Cut off vehicle access means where emergency services cannot reach the area.

**Are there any of the proposed events you disagree with?**

Yes

Please explain your reason:

The Council's own Jacob's report, states that environmental triggers and thresholds require more scientific investigation and a clear explanation and rationale for the community is needed. This has not yet been done.

---

**Are there any additional events that you think should be considered?**

Yes

Please add your comments:

---

**If one of these events were to happen, what would you want Council to consider when deciding what happens next?**

- Mitigation options or solutions should be explored before considering events that will trigger retreat. Specific triggers listed are inappropriate, vague and open to different interpretations.
- The environmental events leading to an early licence end should only be along the lines of a significant event causing serious damage to homes and people or a risk of a significant event that cannot be mitigated. If this resulted in confirmation from an independent body, without an agenda, that the USH is permanently uninhabitable, a licence end date could then be discussed.



---

Council is considering introducing a bond to contribute towards the remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

**Are there any situations where you think the bond requirement should not apply?**

No

Please add your comments

We haven't needed a bond since the settlement was first established. Why now?

---

**Please add your comments:**

- Bond details have not been included in consultation documentation. It is difficult to make an informed comment without knowing the facts such as how much, paid over what period, what does the bond cover etc.
- 

**Do you have any other feedback or suggestions on the inclusion of a bond?**

Yes

---

Council is proposing to implement building condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. You can see a copy of the [Building Condition Inspection Checklist here](#). Please review the checklist and provide your feedback to the following questions.

**How often do you think building inspections should occur?**

Only when there's a complaint or issue raised

Other

---

**Please add your comments:**

Does Council subject other settlements to such building inspections without reason?

---

**Do you think the checklist covers the right things?**

Not sure

Please specify what you would change

---

**If issues are identified during the inspection, what kind of support or communication would you expect from Council? Support or communication**

- Support and advice would be helpful from the Council if there are any issues needing attention and a realistic timeframe for repairs is essential.
- 

**Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?**

I request that the Council encourages homeowners to have a support person with them on the day of the inspection.

This inspection should NOT be a reason to terminate a licence. The Council should be making every effort to keep people in their homes given the current housing shortage and lack of social housing. This is one of the Council's own Guiding Principles: "Ensuring that no one is made homeless".

## Submitter Number: 198

**Full Name:** Vicki Glynn

**Organisation:**

**Wish to speak to the submission:** Yes

---

Email 21/7/2025

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* VICKI

Last name\* GLYNN

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☒ No YES

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☒ I have an interest in this area. Please explain:

I have long been a fisherman on the Selwyn River

☐ Other: \_\_\_\_\_



## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☐ Fixed term of 5 years  
No renewal.

☐ A single fixed term of 30 years  
No renewal.

☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

*None of Above: Please refer to Barnister Clare  
Lembar's Opinion dated 20 June 25*

*Please explain the reason for your selection:*  
I do not support these options. I believe the huts should be allowed to continue as previously with long term licensing for future generations

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

*I do not consider that Council has been clear and transparent with its reasons for terminating licences*

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

*1/2 mile<sup>2</sup> areas of NZ could be considered susceptible to these occurrences as we have seen lately*  
3. What is the basis for this expectation?

Are there any additional events that you think should be considered?

☒ Yes ☐ No

Please add your comments:

*The Council's own Jacobs Report suggested further scientific investigation and a clear rationale for the community is needed. This has not been done.*



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Council has an obligation to treat all residents/ratepayers equally. I feel Selwyn Huts households are being treated specifically different to other households - I would like to see all households treated equally.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

Why introduce something that is not required of other ratepayers - why just the Selwyn Huts? (And after 130 years!!) Why is a bond needed for this specific group of ratepayers?

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

I feel the imposition of a bond is a very unfair ~~imp~~ action by a Council determined to drive residents out of their homes.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☒ Other No other

Please add your comments:

No other houses in the Council area are subjected to this invasive inspection programme. Again the S.H. are being targeted.

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Make inspections random for all ratepayers and don't just target one settlement.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Inspections (if implemented) must treat all <sup>home</sup> owners fairly and equally, right across the district + only on a complaint.



## Submitter Number: 201

**Full Name:** Phillipa Fraser

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

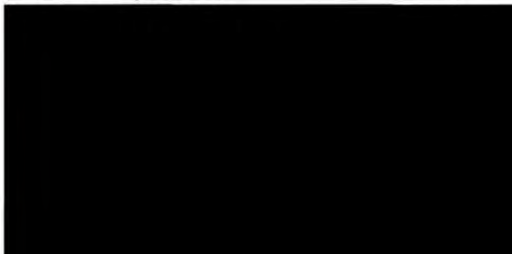
All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Phillipa

Last name\* Fraser



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**  
No renewal.
- ☐ **A single fixed term of 30 years**  
No renewal.
- ☐ **Rolling 10-year terms**  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

---

---

---

---

---

---

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Please see attached paper

---

---

---

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

Please see attached paper.

---

---

Are there any additional events that you think should be considered?

☐ Yes ☐ No

Please add your comments:

---

---

---

---

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Please see attached paper.

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Please see attached paper.

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☒ Other

Please add your comments:

Please see attached paper.

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Please see attached paper.

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Please see attached paper.

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

## WRITTEN SUBMISSION – UPPER SELWYN HUTS DEED OF LICENCE

Submitted by: Phillipa Fraser

### 1. Licence Term

I support a 30-year licence with the right to renew for another 30 years if it remains safe to live in. There is no law that stops Council from doing that. The 2019 'finite' decision wasn't law, wasn't disclosed, and has no legal weight. That truth matters because people made life decisions without ever being told otherwise.

This is not temporary to us. We live here. We raised our children here. People bought homes in good faith. To rewrite their future now isn't policy. It's rewriting the rules after the game's begun.

This land is legally a Local Purpose Reserve for hut settlement. That designation hasn't changed. There is no clause in the ROLD Act or reserves act forcing an expiry. The law allows renewals. Council can grant them.

If Council values housing protection, then here's the moment to show that's real, not strategic.

Refer to Clare Lenihan's legal opinion, dated 20 June 2025.

### 2. Environmental Triggers

Council's environmental trigger examples are vague, lightly worded, and open to misuse. Even its own consultant report admits more detail is needed.

If there's ever a serious event that makes the area truly unsafe, then of course people should be protected. But the threshold must be high, confirmed by a qualified, independent expert, when no mitigation is possible. Anything less becomes a loophole. People don't deserve to live with that hanging over their heads.

This isn't just about staying safe. It's about how 'unsafe' gets defined. Who gets to decide and why.

### 3. Bond Requirements

A bond has never been required here. Council is now suddenly suggesting one with no information, no consultation, no stated amount, no purpose, and no detail. It simply says residents might have to pay for something that has not been explained. That is not protection. It is pressure.

It's like being told you may have to leave, but first you'll need to pay for the possibility. Would any councillor agree to that if it were their own home? If Council intends to introduce a bond, it must be explained clearly and publicly. That means stating the purpose, the process, and the numbers. Until then, it feels like a financial tactic to quietly make it harder for people to stay.

#### 4. Building Condition Inspection Programme

Council is proposing inspections on residents' homes. For what reason? These are homes. No one else in the surrounding district is being asked to accept this kind of monitoring, so why should this community? There is no clear explanation of how these inspections would work, how often they would happen, or what would trigger them. If there is a genuine issue, then it should be addressed directly. But introducing inspections without that feels more like a tactic to push people out. Being watched in your own home is not protection. It is control. If that's the approach being taken, it needs to be named for what it is.

#### Final Note

This is a formal submission. I request to speak at the hearing in person or via video link.

Council has the legal ability to grant renewable licences. The ROLD Act places no limit. The Reserves Act allows terms up to 33 years, with or without renewal. There is no legislative block.

We are not asking for special treatment. We are asking for honesty. For housing protection to mean something. For strategy to stop reshaping people's futures. This is a community that has done everything asked of them. Still, it's not enough. If leadership stands for anything at all, let it stand for that truth now.

Respectfully,  
Phillipa Fraser



**TO: Mayor Sam Broughton, CEO Sharon Mason, and Selwyn District Councillors**

I used to think leadership meant having all the answers. But after living through what's been done to the Upper Selwyn Huts community, I see it differently now.

Real leadership isn't polished press releases, staged consultation, or controlled messaging. It isn't hiding behind process while people are left confused, unheard, or misled. Leadership means showing up, especially when it's uncomfortable. It means listening to people who aren't polished, who don't speak in formal language, who've been left out of the conversation. It means transparency even when it costs you. It means fairness when it's inconvenient.

What I've seen in this process, from the way the 2019 decision was buried, to the one-sided consultation materials, to the silence when legitimate questions are raised, doesn't match the values I was taught to respect.

You want to know what leadership looks like? It isn't sitting in chambers while communities are reshaped behind closed doors. It isn't cutting people out because they don't fit the narrative.

Leadership has come from the people on the ground, the ones pulling together information, hosting BBQs so neighbours can feel heard, reading the reports, chasing the law, writing submissions, answering questions, and facing the emotional toll of this mess.

It hasn't come from a media department. It hasn't come from selective appearances or behind-the-scenes decisions. It hasn't come from those in the highest-paid positions who still haven't walked the full track of what this process has done to people.

You've made choices with lasting consequences. Some of you will be leaving your roles shortly. This Community will still be here, carrying the weight of it. If Integrity, Fairness, and Transparency mean anything to you, now is the time to show it.

This isn't a speech. It isn't a PR campaign. It's a mirror.

Because if leadership isn't grounded in truth, it's just theatre. People are done clapping for the performance.

To be honest, if this vote goes ahead it will Say Everything.

It will say Council deliberately withheld the 2019 decision.

It will say consultation was a cover, not a conversation.

It will say the options were shaped to look fair while locking people into an ending that had already been decided.

It will say this was Never about safety, cost, or fairness. It was about Control.

It will Prove that Leadership here isn't about truth. It is about ticking boxes, protecting image, and hoping people stay quiet.

This vote would Confirm that Public Trust is Optional. That people are disposable. That facts don't matter when the narrative is already decided.

If that's not the truth behind this process, then prove it.

Don't vote on a future you never gave people a real say in.

For My Family, For Our Home  
For The Truth.

Phillipa Fraser

21.7.25

## Submitter Number: 202

**Full Name:** Georgia Yurjevic

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

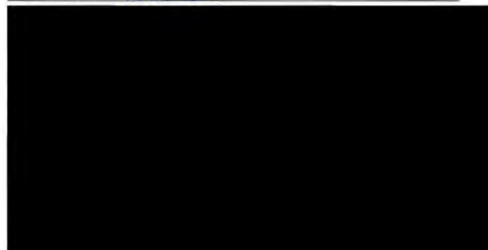
All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Georgia

Last name\* Xurievic



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

**1. Licence term options**

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**  
No renewal.
- ☐ **A single fixed term of 30 years**  
No renewal.
- ☐ **Rolling 10-year terms**  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Please See Attached  
Paper

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Please see attached  
paper

**2. Environmental events for early licence end**

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

**1. Flooding affecting access:**

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

**2. Destruction of road cutting off vehicle access:**

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

**3. Serious harm caused by a flood event:**

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

Please see  
attached paper

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

Please see  
attached paper



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Please see attached paper

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Please see attached paper

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☒ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Please see attached paper

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Please see attached paper

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Please see attached paper

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Please see attached paper



WRITTEN SUBMISSION – UPPER SELWYN HUTS DEED OF LICENCE

Submitted by: Georgia Yurjevic (Age 13)

Question 1: Licence Term

I've grown up in this community. It's not just where I live, it's where I've learned, where I've made memories, and where I feel safe. This place isn't temporary to me. Thirty years makes sense, and if it's still safe after that, we should absolutely be allowed to stay longer. The idea that homes here come with a countdown is stressful and unfair, especially when no one told people about it when they moved in. Families came here to build a future.

Question 2: Environmental Triggers

If something major happened, like a flood that made it permanently unsafe, then yes, people might have to leave. But only if that's confirmed by an independent expert, and only if there's truly no way to fix it. It shouldn't be based on what someone thinks might happen one day. That's not how you treat people who have lived here for years. If it's safe to live here, we should be allowed to.

Question 3: Bond

Why would my mum have to pay money in case her home gets taken away? That is paying for your own removal and we're expected to do it without even knowing what it covers or how much it is. It's not fair. It's not clear. It puts pressure on families who are already worried. It doesn't protect us. It just makes us feel more unsure, like we're being pushed out before anything's even happened.

Question 4: Inspections

I don't know anyone else my age in Lincoln, Leeston, or anywhere else in the wider district who has Council turning up to inspect their homes, so why are they trying to force them on us?

These are our homes, bought and paid for, just like anyone else's.

No one else has to agree to regular inspections just to live where they live. It feels like we're being treated differently, like they're looking for reasons to make us leave.

We're not agreeing to be monitored. That's not support. It's not respectful. And it's not lawful.

We don't agree to that. This is our home, not something temporary or less-than.

You wouldn't do that to other neighbourhoods, so why us?

Like we have to prove over and over again that we're allowed to live here. That's not how anyone should be made to feel in their own house.

Being watched isn't support. It just adds more stress.

Final Note

I'm 13. I'm not an adult, but I understand what this feels like.

This is where I live. I walk to the river. I bike to my friends' houses. I know every shortcut, every neighbour. It's not just a location, it's my life.

Instead of feeling secure, I keep hearing that this place might not be ours for long. Not because of something we've done, but because someone wants to call it temporary. That's hard to hear when you're a kid.

Please think about what this really means for the people who call this place home. It's more than a policy. It's our lives.

Georgia Yurjevic

Age 13

Upper Selwyn Huts Resident

This submission speaks from lived experience.

While it doesn't reference the legal details, the concern raised in Question 4: Inspections is valid.

This clause has been introduced by Council, it is not a legal obligation.

The submission raises a fair and accurate concern.

Please refer to Clare Lenihan's legal opinion dated 20th June 2025.

## Submitter Number: 203

**Full Name:** Stella Yurjevic

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Stella  
Last name\* Kurjevic



Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☒ I am a licence holder  
☐ I am not a licence holder but live at Upper Selwyn Huts  
☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ **Fixed term of 5 years**  
No renewal.
- ☐ **A single fixed term of 30 years**  
No renewal.
- ☐ **Rolling 10-year terms**  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

Please see Attached Paper

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

Please Attached See Attached Paper

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

Please see attached paper-

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

Please See Attached Paper

---

---

---

---

---

---

---

---

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☐ Yes ☐ No

Please add your comments:

---

---

---

---

Do you have any other feedback or suggestions on the inclusion of a bond?

☒ Yes ☐ No

Please add your comments:

Please See Attached Paper

---

---

---

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☐ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

Please see Attached Paper

---

---

---

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

Please See Attached Paper

---

---

---

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Please See Attached Paper

---

---

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

Please See Attached Paper

---

---

---

WRITTEN SUBMISSION - UPPER SELWYN HUTS DEED OF LICENCE

Submitted by: Stella Yurjevic (Age 11)

Question 1: Licence Term

I live here. This is my home. It shouldn't have an end date like milk in the fridge. Thirty years makes sense - and if it's still safe after that, we should be allowed to stay longer. If Council can give us that, then why wouldn't they? People don't buy homes thinking they'll be kicked out. That's not how home works. This place is real. It matters to us.

Question 2: Environmental Triggers

If something huge and dangerous happened - like a flood that breaks everything and can't be fixed - then yes, people might need to leave. But only if someone independent and smart says it's not safe and there's no way to make it safe again. You don't just guess and take people's homes away. That's not fair.

Question 3: Bond

Is this so my mum pays money for her own house to be taken away? Why would she do that? And how much is it? What's it even for? It's really confusing. No one's explained anything.

Question 4: Inspections

I don't think it's normal to have people checking your house just because of where you live. None of my friends in Leeston or Lincoln have to deal with that. It makes me feel like we're being picked on. This is our home. We live here properly. We don't need strangers coming to look around or check up on us. It doesn't feel kind. It feels like they don't trust us - and that makes it not feel like home.

This submission speaks from lived experience.

While it doesn't reference the legal details, the concern raised in Question 4: Inspections is valid.

This clause has been introduced by Council, it is not a legal obligation.

The submission raises a fair and accurate concern.

Please refer to Clare Lenihan's legal opinion dated 20th June 2025.

Final Note

I'm 11 years old, and I already know when something's unfair. This isn't just some hut.  
It's my home.  
I ride my bike here. I know every corner. I know my neighbours. I feel safe here.

Don't take away what makes this place feel like ours.

Stella Yurjevic  
Age 11  
Upper Selwyn Huts Resident

## Submitter Number: 50

**Full Name:** Ary Maat

**Organisation:**

**Wish to speak to the submission:** Yes

---

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* AKA

Last name\* MATHEW

Are you submitting on behalf of an organisation?\*

☐ Yes ☐ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☐ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☒ I am a licence holder
- ☐ I am not a licence holder but live at Upper Selwyn Huts
- ☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_



## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☒ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

it's my home

---



---



---



---



---

Do you have any other feedback?

- ☐ Yes ☒ No

Please add your comments:

---



---



---



---



---

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

- ☐ Yes ☐ No

Please explain your reason:

---



---



---



---

Are there any additional events that you think should be considered?

- ☐ Yes ☐ No

Please add your comments:

---



---



---



---

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

GIVE ME  
ANOTHER HOUSE

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

YES MY HOUSE

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☐ No

Please add your comments:

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- ☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☐ Other

Please add your comments:

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:



21/7 Post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.


All submissions will be considered by Council before making a decision.

### Submitter details

Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.

First name\* ALY

Last name\* MART

Address\* 

Town\* Selwyn

Postcode\* 8001

Contact number\* 021 123 4567

Email address\* aly.mart@selwyn.govt.nz

Are you submitting?

☐ Yes ☒ No

If yes, please state the name of the organisation\*

ALY IS NOW VERBAL SO SUZANNE ALLEN

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

If yes, someone will be in contact with you to arrange the date and time.

What is your connection or interest to Upper Selwyn Huts?

☒ I am a licence holder

☐ I am not a licence holder but live at Upper Selwyn Huts

☐ I have an interest in this area. Please explain:

☐ Other: MY HOME

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

☒ Fixed term of 5 years  
No renewal.

☒ A single fixed term of 30 years  
No renewal.

☒ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I WANT 30 YEARS  
WITH A RIGHT OF  
RENEWAL FOR 10  
YEARS

Do you have any other feedback?

☐ Yes ☒ No

Please add your comments:

---

---

---

---

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

ALL OF THE ABOVE  
NO ONE IN NZ  
HAVE TO MOVE BECAUSE  
ROAD CLOSURE CLOSURE

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

---

---

---

---



If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

FIX THE ROAD  
AND ~~FOR~~ TO BANK

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

NO ONE ELSE IS <sup>DEP</sup> ~~WAS~~ ~~USED~~  
TO PAY A BOND

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☒ No

Please add your comments:

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

- ☐ Every year ☐ Every 2 years  
☐ Every 3-5 years  
☐ Only when there's a complaint or issue raised  
☒ Other

Please add your comments:

THERE ~~WAS~~ NO ~~IS~~ ~~WAS~~ ~~WAS~~  
INSPECTION IN THE BUILD

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

TERM  
RIGHTS OF ENTRY DUE  
TO BE STOP BACK

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

## Submitter Number: 182

**Full Name:** Michael McLintock

**Organisation:**

**Wish to speak to the submission:** Yes

---



21/7 Post

## Submission form

Selwyn District Council is conducting a public consultation to seek feedback on four terms that are proposed to be included in a new Deed of Licence for Upper Selwyn Huts.

Feedback from this consultation will help determine what a new Deed of Licence will look like for licence holders, and give certainty and clarity to the future of the Upper Selwyn Huts settlement.

Please read the consultation document and information available online at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH) before completing your submission.

You can make a submission using this form and dropping off at a Council Library or Service Centre by 5pm, 21 July 2025. Or you can complete the online submission form at [selwyn.govt.nz/USH](https://selwyn.govt.nz/USH).

### Privacy statement

Submissions are part of the public consultation process and are a public record. Anonymous submissions will not be accepted. Submissions including names are published on our website and in official documents so please do not include any personal information in the content of your submission you would prefer to be kept private.

While contact details (address, phone number and email address) are provided to elected members along with your feedback to be considered when making their decisions, contact details will not be made publicly available on the Council's website or official documentation.

If someone requests a copy of submissions through the Local Government Official Information and Meetings Act 1987, name and contact details must be supplied. If you have good reason as to why your personal details and/or feedback should be kept confidential please contact [huts@selwyn.govt.nz](mailto:huts@selwyn.govt.nz) outlining your reasons.

If you need extra space for your submission, or have supporting documentation, you can use additional paper and attach it to this form. If you are using the online submission form you can upload an attachment with your submission.

Please include your first and last name on the additional paper.

Anyone can make a submission. Submissions will only be used for the purpose of this consultation process.

All submissions will be considered by Council before making a decision.

### Submitter details

*Please note: all fields marked with an asterisk (\*) are compulsory. These details will be used for the purpose of contacting you about this consultation.*

First name\* Michael

Last name\* McIntosh

Address\* 

Town\* 

Postcode\* 

Contact number\* 

Email\* 

Are you submitting on behalf of an organisation?\*

☐ Yes ☒ No

If yes, please state the name of the organisation\*

Do you wish to attend a hearing to present your submission in person?\*

☒ Yes ☐ No

*If yes, someone will be in contact with you to arrange the date and time.*

What is your connection or interest to Upper Selwyn Huts?

- ☐ I am a licence holder
- ☒ I am not a licence holder but live at Upper Selwyn Huts
- ☐ I have an interest in this area. *Please explain:*

☐ Other: \_\_\_\_\_

## Questions

### 1. Licence term options

Council is seeking feedback on three different options for how long future licences should last. Please select your preferred licence term from the options below.

- ☐ Fixed term of 5 years  
No renewal.
- ☐ A single fixed term of 30 years  
No renewal.
- ☐ Rolling 10-year terms  
with the ability to renew, up to a maximum of 30 years total (i.e. 10 + 10 + 10 years).

Please explain the reason for your selection:

I don't like any of your three options

Do you have any other feedback?

☒ Yes ☐ No

Please add your comments:

We should be able to stay in our home's not have to have the worry of being homeless in any amount of time. There is many residents that have mental and health issues that will not find housing easily

### 2. Environmental events for early licence end

Council's priority is the safety and wellbeing of people in the community.

Therefore, Council is proposing to include a new condition in the Deed of Licence that would result in a licence term ending earlier than expected if serious environmental events, like flooding or land movement, make the area unsafe to live in or too expensive to maintain. In some cases, it also might not be possible or affordable to rebuild roads or other infrastructure if they are badly damaged after a significant event.

We are asking for your feedback on three possible events where this could happen.

#### 1. Flooding affecting access:

Flooding that cuts off vehicle access to the huts for more than 24 hours, twice in a 12-month period. "Cut off vehicle access" means where emergency services cannot reach the area.

#### 2. Destruction of road cutting off vehicle access:

A natural event that causes sufficient damage that vehicle access to the settlement is cut off.

#### 3. Serious harm caused by a flood event:

Any flooding event that causes serious injury or fatalities within the settlement.

Are there any of the proposed events you disagree with?

☒ Yes ☐ No

Please explain your reason:

I believe this is a public road with any of the following events, taken care of by Council, like anywhere else in NZ

Are there any additional events that you think should be considered?

☐ Yes ☒ No

Please add your comments:

If one of these events were to happen, what would you want Council to consider when deciding what happens next?

Please add your comments:

public safety, in 35 years  
I have lived here, the  
water has never been close  
to affecting huts, and I  
believe we are no different  
to any other remote settle-  
ment regarding those matters

### 3. Bond requirements

Council is considering introducing a bond to contribute towards remediation responsibilities at the end of a licence term. This means the bond will only be used for returning the site to what it was before the hut was built.

Are there any situations where you think the bond requirement should not apply?

☒ Yes ☐ No

Please add your comments:

---

---

---

---

Do you have any other feedback or suggestions on the inclusion of a bond?

☐ Yes ☒ No

Please add your comments:

---

---

---

---

### 4. Building condition inspection programme

Council is proposing to implement condition inspections with the new Deed of Licence. We are seeking feedback on the details of these inspections. Please review the condition checklist in Appendix A on the back page and provide your feedback to the following questions.

How often do you think condition inspections should occur?

☐ Every year ☐ Every 2 years

☐ Every 3-5 years

☒ Only when there's a complaint or issue raised

☐ Other

Please add your comments:

like every where else in  
Selwyn, N.Z, should I come and  
inspect your house every year?  
come on...

Do you think the checklist covers the right things?

☐ Yes ☒ No ☐ Not sure

Please specify what you would change:

---

---

---

---

If issues are identified during the inspection, what kind of support or communication would you expect from Council?

Please add your comments:

the up most...

---

---

---

---

Do you have any other feedback about how inspections should be carried out, or how any issues found during inspections should be handled?

Please add your comments:

they should not be carried  
out at all, unless deemed  
fire risk

## Submitter Number: 208

**Full Name:** Claire Laurance

**Organisation:**

**Wish to speak to the submission:** Yes

---

**From:** [REDACTED]  
**To:** [Selwyn Huts; Submissions](#)  
**Subject:** Submission – Upper Selwyn Huts Licence Consultation  
**Date:** Monday, 21 July 2025 4:59:07 PM

Some people who received this message don't often get email from [claurance.nz@gmail.com](mailto:claurance.nz@gmail.com). [Learn why this is important](#)

Tēnā koutou,

My name is Claire Laurance, and I am currently a licence holder of a hut at Upper Selwyn Huts, which I inherited after the passing of my father. I am submitting this response to the Council's proposed licence changes.

I did not build or buy the hut. I took it on as a matter of family responsibility when my father died of cancer — a commitment none of my more financially secure siblings were willing to make. I have raised two children alone while working as a qualified engineer, and I now live with a chronic heart condition that has been seriously worsened by the stress this consultation has caused.

Council presents these proposals as part of a "duty of care," but in reality, they are actively causing harm. I am experiencing ongoing anxiety, health deterioration, and uncertainty about my children's only stable home — a place they know not as a "hut," but as their home and community. Council must understand that this process, and the way it has been implemented, is doing damage — not providing safety.

These are the key points of my submission:

1. The "duty of care" claim is causing harm, not preventing it:

The proposals have directly affected my physical and mental wellbeing. As others in the community have also publicly stated, the stress of losing our homes or being made to fund their removal is deeply traumatic. This is not care. This is coercion, and it is affecting lives.

2. Discrimination and unfair treatment of hut residents:

The proposals — including bonds, early licence termination, and proactive inspections — are not being applied to any other Selwyn residents, even those in flood-prone or similarly exposed areas. This treatment is unfair and likely breaches both the Bill of Rights Act 1990 and the Human Rights Act 1993, as it disproportionately burdens people like me: lower-income, single parents, and those with inherited dwellings.

3. No prior disclosure or informed agreement:

At the time I inherited this property, there was no indication that I would be subject to new, expensive, or limiting conditions. The bond, the non-renewable licence proposal, and the threat of forced removal all represent retrospective policy that I could not have known

about or planned for.

4. Legal and procedural inconsistencies

Council's proposals appear to contradict several statutes and policies:

Local Government Act 2002 – requiring consistency, fairness, and community wellbeing

Reserves Act 1977 – requiring licence conditions to be reasonable and Minister-approved

Building Act 2004 – inspections are for buildings with identified safety risks, and not designed to be used punitively against whole communities

5. Human rights implications

This process has had disproportionate impact on financially vulnerable, elderly, and chronically ill people in our community. These outcomes are in direct conflict with New Zealand's human rights obligations and principles of equity and care.

I request to be heard at the public hearing

I would appreciate the opportunity to speak directly to the Council about the effects this consultation is having on real people. Please confirm my request to speak and advise of the hearing process.

I ask that Council seriously reconsider these proposals and instead:

Remove the bond proposal entirely

Retain renewable licences for existing residents

Apply hazard and inspection rules equally across the Selwyn District

Stop treating this historic, close-knit community as an exception to be managed out

This process has already done harm. Please do not let it do worse.

Ngā mihi nui,  
Claire Laurance

[Redacted signature]



Unuhia, unuhia  
Te pou, te pou  
Kia wātea, kia  
wātea  
Āe, kua wātea

Remove, uplift  
The posts  
In order to be  
free  
Yes, it has been  
cleared