

Community Housing Aotearoa – Ngā Wharerau o Aotearoa (CHA) thanks Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD) for the opportunity to reflect the feedback we have received from Transitional Housing stakeholders on the Transitional Housing Code of Practice. We have prepared this submission in response to the ‘Code of Practice for Transitional Housing’ (TH CoP) and the related ‘Draft Code of Practice for Transitional Housing – Consultation Support Information September 2022’ (the Consultation Document).

CHA has hosted representatives from Te Tūāpapa Kura Kainga – Ministry of Housing and Urban Development and facilitated three feedback sessions for the TH CoP with TH Providers, community law groups, motel operators, and other related professionals. The webinars were attended by over 100 housing professionals, including Tenancy Managers, Operations / Practice managers, Policy Analysts, Solicitors, and Navigators from organisations across Aotearoa.

CHA is providing two separate submissions regarding the TH CoP. This submission summarises the feedback offered by participants in the sessions and any feedback received from stakeholders directly to CHA. We have elected to offer thematic feedback – rather than through the prescribed form in the Consultation Document – as much of the feedback we received mainly centres around a few significant points rather than across the entirety of the TH CoP. CHA is providing another submission reflecting our system-level perspectives which addresses the questions posed in the Consultation Document.

The submission as it continues below has been drafted by CHA to summarise the feedback we received from the feedback sessions through our period of engagement. Throughout this submission we will refer to a document which has collated, anonymised, and grouped the questions and feedback provided in the Zoom chat function through our engagements. The document is included as an appendix. It should also be noted that many questions and requests for clarification were addressed by representatives from HUD in the feedback sessions and the FAQs, however, they are still included herein as recognition of potential confusion which exists around the relevant provisions in the CoP.

In the summation of feedback below, “Provider” or “Household” are capitalised when referencing the rights and responsibilities of those respective parties the TH CoP. When “provider” is not capitalised, this is in reference to a particular provider who offered feedback privately or through the feedback sessions.

Anti-Social Behaviour

Relevant Questions/Comments: 2.12, 2.13, 2.27, 3.08

The views expressed by attendees on Anti-Social Behaviour (ASB) provisions in the CoP were varied.

One attendee raised concerns that requiring 3 ASB notices in 90 days for exits through this mechanism may undermine the ability to maintain a pleasant living environment by being overly restrictive. (2.13)

Another attendee emphasised the need to provide wraparound support to Households demonstrating Anti-Social Behaviour (where possible) before non-voluntary exits were made. The Provider cited that some ‘problematic’ clients will “move from Provider to Provider without underlying issues causing the problematic behaviour being attended to” (2.27). In a similar vein another Provider agreed but recognised that sometimes Anti-Social behaviour can impact other Households’ ‘pleasant living environment’ (2.38).

A motel operator also expressed concern about their ability to make exit choices pertaining to Anti-Social Behaviour for “ensuring the safety of staff and family onsite” (3.08).

Other Feedback Received

We received feedback privately from a provider who shared similar concerns to those expressed in 2.13. The provider believed that 3 notices in 90 days was too great a threshold for exiting Households on account of Anti-Social Behaviour. Most TH occupants lived in close quarters and the current timeframe may create an unsafe living environment for others living on the property. Flagrant or serious Anti-Social Behaviours – such as harassment, threats, obscene behaviour, violence etc. – require much shorter actionable consequences which are more appropriate for a 12-week (84 day) TH programme.

Summation of feedback

We heard from providers that the Anti-Social Behaviour policy as it is described in the CoP may be too high a threshold to potentially maintain a “pleasant living environment” and to ensure the safety of those who are regularly at the property. However, providers also recognised the importance of providing wraparound support for Households demonstrating Anti-Social Behaviour. For Households who are not engaging with the services and who continue to exhibit ASB, the feedback of attendees suggested there should be a reworking of the ASB policy to lower the threshold for exits through this mechanism.

Attendees wanted greater clarity about the difference between the termination of a Housing Agreement through Provision 13.b in Outcome 4 and the non-voluntary exit policies in Provision 2.b of Outcome 5.

Damages

Relevant Questions/Comments: 1.02, 1.03, 1.09, 1.12, 2.20, 3.14

One attendee inquired as to whether a similar process used in residential tenancies for determining the cost of damage when Providers and Households disagree could also be used for the CoP. The attendee suggested that Households and Providers could both gain quotes for repairs being undertaken and agree on a course of action about how the work should be undertaken 2.20. Another attendee voiced concern that Households “will be charged by quote not by actual costs” 3.14.

Another attendee also inquired as to whether MSD will be subject to timeframes to Providers from SNG payments in the same manner Providers are expected to process claims against SNGs between 5 and 21 days 1.09.

One attendee expressed concern that the maximum security deposit would be \$1000 in Auckland which does not cover the costs of methamphetamine decontamination or additional cleaning due to meth, passing the costs onto the Provider (1.02).

There was also concern expressed about the process which occurs “when a Household denies damage even after being pictured” 1.12.

Another attendee asked if moteliers were similarly obligated to undertake timely repairs by qualified contractors, stating that moteliers were “often repairing damage themselves to cut costs and this can lead to the degradation of the condition of the units over time” 1.03.

Other Feedback Received

One provider suggested that the timeframes and process associated with the charging of damages should be rethought to be more workable for Providers. The provider suggested that under the current CoP Providers could be expected to receive an invoice from a contractor, the Provider to do its internal

processes, and complete SNG claims within 5-21 days. The provider alternatively suggested a new timeframe be investigated whereby the Provider communicates the expected or quoted charge to MSD and the Household. Once the work has been completed and goes through the Providers' internal processes, the charge can be passed onto the MSD and the Household's SNG where appropriate.

A provider also wanted greater clarity about the process for agreeing damage claims between the Household and Provider. They also expressed concern that using an arbitration mechanism like those suggested in the CoP (Benefits Review Committee and Social Security Appeals Authority) may create a conflict of interest for Providers, Government Departments, and/or the Household who may have pre-existing issues with Government. The provider suggested a third-party mediation service may be more appropriate and fit-for-purpose.

Summation of feedback

The feedback received had varied concerns with the damage and security deposit claims processes in the TH CoP. The process and timeframes associated with undertaking work; on charging to MSD and the SNG; and disputing and appealing costs were considered not practicable nor fit-for-purpose for Providers or Households. It is recommended that these are reworked through engagement with providers.

Disputes and Appeals

Relevant Questions/Comments: 1.4, 1.5, 1.7, 2.19, 2.21, 2.22, 2.24, 2.25, 2.28, 3.22, 3.25

Attendees generally had questions regarding who and where Independent Dispute Resolution (IDR) services are (1.5 1.7), if there will be funding to access them (1.4 3.25), if there will be an appeal process (2.25), and concerns that using IDR services will create inequities between Households and Providers (3.25 2.28 2.22) and inconsistencies of rulings between services (2.28). One attendee questioned if the Disputes Tribunal had been considered as the IDR service (2.21) and another questioned what role, if any, HUD would take in hearing disputes (3.22).

One attendee also raised concerns about whether motel operators would be required/enabled to access the IDR services if it relates to a security claim or an exit the motel operator insisted on (2.19). Similar concerns were raised about the ability of motel operators to make exit choices (3.8).

One attendee raised a concern about the timeframe for accessing IDR services. They believed that five working days to resolve disputes was insufficient for advocates to support Households through the IDR process (2.22). We have similarly heard from a provider that this is an unreasonable timeframe, however, extending this period may also raise concerns about the status of the Household in the interim.

Other Feedback Received

A provider questioned the process if Households were unwilling to enter the dispute resolution process. This could be further exacerbated by the power imbalance that exists between Household and Provider, especially in a resolution service selected and funded by the Provider.

The Tenancy Tribunal are empowered to order an enforceable eviction with support from police. The provider was unsure how the IDR process will work without those same enforcement mechanisms.

Summation of feedback

There was significant concern expressed about the IDR services on behalf of both Providers and the Households within their service. Attendees appeared to broadly have concerns that the IDR services and the related process as drafted in the CoP would not be fit-for-purpose for the reasons cited above. There was a clear preference for a formalised and legally mandated Tribunal to be the dispute resolution service. More engagement with providers regarding the timeframes and processes for engaging IDR services is desired to make it more workable and clearer for all parties.

Exits

Relevant Questions/Comments: 1.8, 2.17, 3.13, 3.15, 3.16, 3.19

The comments expressed by attendees often pertained to the ability of exited Households to re-enter the property to take exit photos with the Provider in Section 11 of Outcome 5 (3.15, 3.19). An attendee questioned the process for Households who may consider an exit unjustified, if for example, it was not covered by Paragraph 2.b in Outcome 5 (2.17). This suggests a lack of clarity or workability of the post-exit process.

Other comments concerned the ability of Motel Owners to exit a Household for behaviour or damages (1.8).

The use of the term “safety” was also commented on by attendees. Questions were raised about whether a Household could be exited if their action impacted the mental health safety of other Households or if the definition of safety was broader (2.3 2.16). One attendee suggested that early intervention or exit processes are required to ensure safety and they expressed concern that the CoP “appears to water down our ability to manage this” (3.10).

Other Feedback Received

One provider believed that the provision of additional security for at least four days after an exit before rehousing may be resource and logistically intensive. Additionally, four days’ notice for an exit could be too long if the Household is not engaging with support services. The provider believed 48 hours’ notice would be sufficient if Providers are consistently communicating with the Household. The provider also raised concerns that overly restrictive exit processes in the CoP may incentivise discriminatory client selection.

A provider also suggested that clearer processes for communicating with and notifying Households should be included in the CoP or related materials.

Summation of feedback

The exit processes in the CoP were seen as problematic for Providers, Motel Operators, and Households. Concerns were raised about the timeframes for actioning exits and the expectation that Households would return to the property following an exit.

General

Relevant Questions and Comments: 1.01, 1.13, 1.18, 3.18, 3.24

This section looks at the comments generally concerning the TH CoP.

One attendee asked if Kāinga Ora tenancies are required to comply with a similar code of practice (1.13)

Two attendees commented on their rules pertaining to drug-use. One provider had a zero-tolerance rule for drugs onsite and wanted the ability to exit a Household on this account 3.23. Another provider alternatively suggested they “cannot and will not turn that many people away” on account of cannabis presence (3.24).

One attendee suggested the CoP was “unmanageable” for Providers and had “impractical expectations”. They suggested that the CoP could benefit from being “workshopped at an operational level a lot more to benefit from the expertise of providers and clients” (3.18).

Another questioned how the term “pleasant” – in relation to “pleasant living environment” – would be measured and articulated? And “what ‘Free from Interruption’ looks like for whānau?” (1.18)

Other concerns noted that the inclusion of all TH Providers “as Level 3 social sector accreditation does not reflect the experience, diversity, and specialisations within the sector” saying also that it would limit funding opportunities (1.01).

Other Feedback Received

One provider raised questions regarding how to review the Household contribution without violating the Privacy Act. They continued by asking “is it envisaged that the Provider has to nominate all these persons in the Housing Agreement and monitor the income of all of them to ensure the compliance to the 25% threshold?”

Another provider inquired if the CoP was intended to lengthen the tenure of TH to be open-ended? And, if so, what incentives there would be for Households to transition into longer-term permanent housing? They also expressed concerns that Providers with restrictive exit processes and open-ended tenures would mean Households who are not engaging with staff or services may fill units that other Households would otherwise benefit from.

Healthy Homes and Housing Quality

Relevant Questions and Comments: 2.5, 2.7, 2.41, 2.42, 3.3, 3.4

Attendee feedback on the requirement for TH properties to be up to Healthy Homes Standards was varied. Some attendees commented that Healthy Homes requirements were unnecessary as internal health and safety processes (2.5) and contracting obligations (2.7) required a sufficient quality of housing. One attendee commented that “not even private rentals are warm, healthy, and safe” (2.41) while another suggested that it was a minimum for Providers (2.42). One attendee asked “why should motels not have to supply fixed heating and ventilation?” (3.3).

An attendee inquired as to what and where the contamination testing/monitoring process would be addressed in the CoP. The attendee continued in suggesting “telling the tenant the level of contamination upon entry as a safety matter and requirement for safe level upon departure” (3.4).

Summation of Feedback

Attendees would like clarification in the CoP concerning processes for methamphetamine contamination or testing notification. Opinions on the requirement for TH to be up to Healthy Homes Standards was conflicted with some Providers seeing it as necessary whilst others saw it as unnecessary.

Processes relating to Induction

Relevant Questions and Comments: 2.32, 2.33, 3.21, 2.39

Many of the questions from attendees pertained to the provisions in the TH CoP relating to interpreters through the induction process. Multiple attendees inquired if there would be funding for Providers to access interpreter services (2.32 2.33) and mediums for communicating the Housing Agreement to Households who may have difficulty reading (3.21 2.2). One attendee expressed a preference that information about the rights and responsibilities of Households be kept on pamphlets rather than in formal agreements (2.01).

One attendee asked for clarity about if the CoP intends to require Providers to have interpreters to assist in the communication of the Housing Agreement or through the entire induction process, with the attendee citing a preference for the latter (2.39).

Summation of Feedback

Providers wanted flexibility and various mediums through which to communicate Housing Agreements to their Households and supported the extension of funding to Providers for interpreters throughout the induction process.

Inspections

Relevant Questions and Comments: 1.07, 1.14, 1.15, 1.16, 2.09, 2.11, 2.36, 3.12, 3.32

Attendees expressed varied concerns about the minimum frequency of inspections. Some attendees preferred to conduct inspections more frequently than four weeks and believed that the minimum requirement in the TH CoP may be overly restrictive (2.11 2.36 1.07 3.32). One attendee cited that “for our whānau who struggle to keep homes clean, tidy, monthly inspections would make it very hard to support change” (2.11).

Attendees also had some confusion about the inspection notice process. Attendees were unclear if 24 or 48 hours’ notice was required for inspection and if this similarly applied to motels (1.14 1.15). Another attendee also questioned if they were able provide notification of inspection through communal notice boards (3.12).

Another attendee expressed concern that only 48 hours’ notice was required where tenancies get 1-2 weeks (1.16). The same attendee was concerned about the lack of clarity in the TH CoP about frequency of visits and how much notice Households are given.

There was also a lack of clarity about what constitutes a Provider’s tenancy inspection and a Provider communicating with a Household as the support service provider; and if the TH CoP constrains the latter (2.09).

Summation of Feedback

Most attendees preferred the ability to conduct inspections on a more regular basis than every four weeks, there was however some dissenting voice. There should also be clarity about engagement with social services offered by Providers and their housing inspections. Notification of inspections and related timeframes were also a point of confusion.

Model Specific

Relevant Questions and Comments: 3.02, 3.20

Some attendees suggested that elements of TH CoP will likely not be fit-for-purpose for their models of TH provision. One attendee suggested there was a lack of clarity about communal sites (3.20). Another questioned if elements of Outcome 4 conflict the provision of 24/7 onsite support (3.02).

Summation of Feedback

Providers who used unique models of TH questioned if they could operate their TH programmes under the TH CoP as it is drafted. These concerns often related to 24/7 onsite support services and community sites.

RTA Related

Relevant Questions and Comments: 2.34, 2.37, 2.40, 3.01

Attendees had varied attitudes towards the TH CoP and its provisions relative to the RTA. Some attendees demonstrated a preference for aligning TH CoP with the RTA (2.34 3.01) while others had a concern that TH Providers are transitioning to RTA landlords (2.37 2.40).

Rules pertaining to Visitors

Relevant Questions and Comments: 2.03, 2.08, 2.10, 2.29, 3.26, 3.27, 3.28, 3.29, 3.30, 3.32, 3.33, 3.34

The provisions of the TH CoP which relate to visitor policies were particularly salient for many of the attendees.

There was a clear preference from attendees that Households communicate and agree with Providers their intention to have visitors stay. The reasons cited were regarding safety, property damage, and privacy (2.08 2.10 2.29 3.26 3.27 3.28 3.29 3.30 3.32 3.33 3.34). Many attendees expressed concern that this policy would be prohibited and considered unreasonable in the TH CoP except in exceptional circumstances. Two Providers commented that they had no visitor policies (2.10 2.03), something which does appear to be prohibited under the TH CoP.

Summation of Feedback

Most feedback believed Providers and Households should agree when, who, and for how long visitors should be allowed to stay with a Household. Two attendees cited they had no visitor policies which appears to be prohibited under the TH CoP.

Storage

Relevant Questions and Comments: 1.17, 3.05, 3.06, 3.17

Storage is a complicated issue for Providers. Storage can be costly and time intensive for Providers to organise before a Household comes into their service and after they exit. One attendee suggested that Households organise storage themselves which is reimbursed from HUD through the Provider (3.06) while another suggested that storage companies will only enter into agreements with the Provider (3.17). Another questioned the necessity of providing storage, saying most Households already have storage when they move in and that it is often not worth the cost of storage (3.05). Other concerns relating to storage were if MHUD would be funding storage (1.17).

Summation of Feedback

Most attendees believed the provisions relating to storage in the TH CoP were overly burdensome and resource intensive for Providers. More consultation with Providers is desired to address the issues with the provisions in the TH CoP.

Concluding remarks

Community Housing Aotearoa – Ngā Wharerau o Aotearoa (CHA) thanks the Ministry of Housing and Urban Development – Te Tūāpapa Kura Kāinga for the opportunity to summarise and share the feedback we received through our engagement period on Transitional Housing Code of Practice.

Ngā mihi,

Vic Crockford, CEO, Community Housing Aotearoa – Ngā Wharerau o Aotearoa



#	Question	Theme
S2.12	Is the anti-social behaviour for the household, the Provider or both?	Anti-Social Behaviour
S2.13	We have strong concerns about maintaining "a pleasant living environment" with needing to take 90 days to remove someone.	Anti-Social Behaviour
S2.27	In relation to anti-social behaviour, my view is this should be looked at in terms of Providers being funded to provide 'wrap around support.' Should we not be reviewing how the 'anti-social' client is being supported before a non-voluntary exit is considered? Otherwise, that 'problematic' client will simply move from Provider to Provider without the underlying issues causing the problematic behaviour being attended to.	Anti-Social Behaviour
S2.38	Completely agree that the person with problematic behaviour needs wrap around services. That's our job! But sometimes, people are not in the place to change and as such, impact other people's 'pleasant living environment'.	Anti-Social Behaviour
S3.08	For anti-social behaviour, Is the ability of the accommodation Provider to make choices in running a business while ensuring safety of staff and family onsite being compromised? How will you assure the accommodation Provider's rights are safeguarded?	Anti-Social Behaviour
S2.14	It's quite difficult for transitional housing Providers when Providers get funded, then they get the 25% contribution. Households view the Provider as if they are like winz and if they are beneficiaries then there is an institutionalised entitlement mentality with some. Households are already in adverse circumstances and they can then feel like they are losing entitlements i.e. accommodation supplement. How is respect to be fostered in this environment?	Comments on the TH system generally
S2.26	Transitional Housing (TH) is not a short-term fix (12 weeks) this is not realistic we know that families and Individuals have been in TH for longer than the 12 weeks - this system of TH It is not working and a better solution is needed NOW. All Providers, services on the ground are struggling and HUD has received many feedback but again no CHANGE. This is not working. TH families don't have rights for those whom have a Tenancy Agreement, the Government organisations need to remember you are dealing with People/Families and the struggles to navigate through broken systems. MSD providing 1 page for clients to contact CHPs or Property managers for private rentals - knowing the financial struggles/stress the system are setting families/individuals up to FAIL	Comments on the TH system generally

S1.06	It does prohibit and has happened already	Context Required
S1.10	Can we get access to the proposed checklist referenced by Jo Murray please?	Context Required
S1.11	If clients have to get rid of their own household furniture and MSD help at the other end, does the client end up with another debt?	Context Required
S2.04	Who arbitrates what rules are reasonable and what happens if a Provider has a rule that is not reasonable?	Context Required
S2.06	Who will be the compliance regulator/monitoring?	Context Required
S2.15	How long are we expected to hold property	Context Required
S2.23	Curious that you think it would be contentious. I would have thought that an issue resolving process to be just 'what we do' in day and age?!	Context Required
S2.30	What is the policy for electronic monitoring in TH	Context Required
S2.35	Yes, more often for inspections	Context Required
S3.07	Our concern in the time it might take to exit people and the collateral on other households during that time.	Context Required
S3.11	If our residents prefer meetings at the office, we may not be in the home regularly	Context Required
S3.13	If someone is evicted, we will fill the room and may not have the opportunity for them to re-enter for quite some time.	Context Required
S3.31	We are already being much more cautious about who we accept due to the changing environment about W&I not wanting to put people back into EH. We are less able to give people a 'chance'.	Context Required
S1.02	Outcome 1 MSD restricts this cost to \$1000 in Auckland. This does not cover the costs of meth decontamination or additional cleaning required due to meth. While we understand the need to not encumber whanau with debt, it means the cost falls back on the Provider	Damages

S1.03	Timely repairs by qualified contractors - Is this to be a standard required by moteliers too? Often, they are repairing damage themselves to cut costs and this can lead to the degradation of the condition of the units over time.	Damages
S1.09	We will be subject to the 5 -21 days for SNGs to be submitted. What time frame for payment will MSD be subject to?	Damages
S2.20	Damages - the process under the RTA is when landlord and tenant disagree on costs the landlord can send in their claims against the bond and the tenant can send theirs. Requiring an absolute agreement would draw out the issue. Can you use a similar process?	Damages
S3.14	I have a major issue with people being charged by quote not by actual costs.	Damages
S1.04	Will there be funding for the dispute resolution process?	Disputes and Appeals
S1.05	Where are and who are these dispute resolution specialists?	Disputes and Appeals
S1.07	Outcome 6, that Providers have an independent Dispute Resolution process is interesting. It sounds like HUD considered having an eternal agency to provide this. Is that right? Also, a minor point in Outcome 4. "...premises shouldn't be inspected more often than once every 4 weeks". We do fortnightly generally	Disputes and Appeals
S2.19	Moteliers may need to be involved in disputes resolution if it's relating to a security deposit claim from them or an exit that they are insisting on.	Disputes and Appeals
S2.21	Has the Disputes Tribunal been considered for resolving disputes?	Disputes and Appeals
S2.22	My issue with outcome six is that giving someone 5 working days to resolve a matter is not practical. We are often booked out 3 weeks in advance, and would not be able to advocate for our clients within 5 days. 5 days would not allow us to collect relevant and important information which may be vital to our client's matter.	Disputes and Appeals
S2.24	Some uniformity needs to be required for dispute resolution, and some checks and balances to ensure that it is fair and being implemented uniformly nationwide	Disputes and Appeals
S2.25	Further regarding disputes, is there an appeals process?	Disputes and Appeals

S2.28	Some uniformity needs to be required for dispute resolution, and some checks and balances to ensure that it is fair and being implemented uniformly nationwide	Disputes and Appeals
S3.22	Kia ora koutou, given the code will be a contractual obligation to MHUD, what role will MHUD have in accepting and hearing tenant complaints? Will MHUD investigate tenant complaints prior to the complaint being heard by an independent dispute resolution Provider or will MHUD be confined to whether the outcome of the independent dispute resolution has been upheld?	Disputes and Appeals
S3.25	with the independent dispute resolution my understanding is that the Provider finds someone around the motu to help. However, who will advocate for the user and will hud help provide funding for this if the service user needs support?	Disputes and Appeals
S1.08	Non voluntary exits in motels - If the motel owner wants to exit due to behaviour or damage, currently, they can. Will the moteliers be aware that there will be limitations on their ability to exit?	Exits
S2.16	How about mental health safety for neighbours, particularly those who are vulnerable and have trauma issues?	Exits
S2.17	What would the process be if the tenant considers the exit is unjustified? E.g., if the issue for the exit isn't covered by paragraph 2.b in Outcome 5	Exits
S3.09	Safety? What does that mean? Is it only physical or emotional/mental for other households?	Exits
S3.10	Takitimu House policies, procedures and house rules code of conduct are designed around our responsibilities under the Work Safe Act (amongst other priorities) ensuring our staff are safe at all times. Ultimately early intervention or exit processes are required to ensure safety of all, clients, neighbours, staff and visitors. The draft CoP appears to water down our ability to manage this. Has this been considered through this process?	Exits
S3.15	Not sure returning an evicted client to accommodation after an eviction is a good idea if the independent auth goes in their favour as that's no longer a workable relationship and poses risk to staff?	Exits
S3.16	If the exit process was more timely, we could be less stringent on our rules.	Exits

S3.19	Returning to the property after eviction is a big safety concern for all people.	Exits
S1.01	Background to the code - point 27) inclusion of all TH Providers as Level 3 social sector accreditation does not reflect the experience, diversity and specialisations within the sector. It will immediately limit funding opportunities (ie; Local Innovation Fund, and MSD funded Family services)	General
S1.13	Is a Kainga Ora tenancy required to comply with a similar code of practice? If not, why not?	General
S1.18	Outcome 4A: Pleasant living how does one measure and articulate Pleasant? What does 'Free from Interruption' look like for whanau?	General
S2.18	In our region, movement between TH Providers has been primarily through MSD. Will this change?	General
S2.31	When client's are in the process of regaining day to day care of children, can we move mothers into a house with extra bedrooms	General
S3.18	Whilst we fully support the need for consistency and best practice, the proposed code is FULL of operational fish hooks and unmanageable/impractical expectations. I feel like this needs to be workshopped at an operational level a lot more to benefit from the expertise of Providers and clients. I haven't finished completing the online form, but the feedback portal does not seem to allow for this level of information.	General
S3.23	We have instances of calling police, they often are too busy to arrive more often than not. We have a zero tolerance for drugs on our site.	General
S3.24	We are lenient where THC (dope) is concerned as at entry we drug test, we discuss the dependency and work towards rehabilitating that however, 95% of the tangata referred to us have THC in their system so we cannot and will not turn that many people away. We are really strict on visitors unless we have been asked beforehand to agree to the visit as visitors are usually the ones that do the most damage in our experience. We will not be relaxing this standard unless forced to by the code.	General

S2.05	Housing is healthy - do we really need healthy homes standards? I don't agree with it. Is health and safety processes within the Provider not sufficient?	Healthy Homes
S2.07	Every transitional housing Provider needs to have social sector standards, have contractual obligations and frameworks and outcomes to meet; they have health and safety obligations. Are these not a mechanism that takes care of healthy homes? I'm very wary of adding the RTA into a code of practice?	Healthy Homes
S2.41	Not even private rentals are warm, healthy and safe.	Healthy Homes
S2.42	If you cannot provide warm, healthy and safe housing you should not be a Provider.	Healthy Homes
S3.03	Why should motels not have to supply fixed heating and ventilation?	Healthy Homes
S3.04	Where (if anywhere) is contamination testing/monitoring addressed. Ie; telling the tenant the level of contamination upon entry as a safety matter and requirement for safe level upon departure. Does it sit in Healthy Homes section?	Healthy Homes
S2.01	As a Provider we have kaupapa. We have a printed copy of what is expected and what we supply and how to live safely on our site. Can the extras like security deposit etc be put in a pamphlet rather than a formal agreement? Does it make a difference to those that are using housing agreements?	Induction Process
S2.02	Our law centres have provided feedback that tenants need access to interpreters (including sign language interpreters) when the housing agreement is explained to them	Induction Process
S2.32	Can HUD pls fund interpreters?	Induction Process
S2.33	who funds translation service on initial assessment	Induction Process
S2.39	Apologies Jo - the code does refer to an interpreter for the housing agreement but our CLCs fed back that interpreting should be available for the entire induction process - the code isn't clear on that point.	Induction Process
S3.21	Some of the whanau that come to us are illiterate. What other mediums are you using for your code and in particular the housing agreement?	Induction Process

S1.07	Outcome 6, that Providers have an independent Dispute Resolution process is interesting. It sounds like HUD considered having an external agency to provide this. Is that right? Also, a minor point in Outcome 4. "...premises shouldn't be inspected more often than once every 4 weeks". We do fortnightly generally	Inspections
S1.14	Is notice of inspections 24 hours or 48 hours?	Inspections
S1.15	24 or 48 hour notice? applies to motels as well?	Inspections
S1.16	Outcome 2: Visiting the house; no clear reference to frequency of visits and how much notice tenants are given. This implies Providers and motel operators can go on site anytime and without notice? A concern re the 48 hours notice where ordinary tenancies are 1-2 weeks notice. Whanau are under a dark cloud of incessant and in many cases unnecessary visits.	Inspections
S2.09	I see the note about 24hr written notice for inspections, if we haven't heard from the tenant in a few days. I'd be worried if we need to give notice before we go knocking and doing wellbeing checks	Inspections
S2.11	For our whanau who struggle to keep homes clean tidy, monthly inspections would make it very hard to support change. We would like some flexibility with this	Inspections
S2.36	Who and when do we give our rationale to if we want to be flexible around the inspections, if the code says only once a month?	Inspections
S3.12	We have a notice board in the kitchen where we put information there	Inspections
S3.32	Our clients are 90% low risk, so we don't mind visitors, however tenants must advise if they need someone to stay over for a night or two i.e. grandma or support person. High to med risk cases/tenants we do weekly home visits to make sure the home is being looked after. Works okay for us at TSA Royal Oak.	Inspections
S3.02	The Draft Code of Practice is designed as a one box fits all. Not all transitional houses are single accommodation homes or units. Our staff are on site and in the transitional house 24/7. Does this comply with the draft code of practice particularly in terms of Outcome 4?	Model-specific

S3.20	Need clarity in code around communal sites	Model-specific
S2.34	Was there any consideration given to aligning this code of practice with the current RTA?	RTA Related
S2.37	Are Providers of transitional housing being transitioned to being landlords?	RTA Related
S2.40	We have both private rentals and transitional housing. This sounds exactly the same as the RTA. A lot of emphasis is on the rights of the household and rightly so. However where is the line going to be drawn? We are not landlords as Providers. When you work in transitional or emergency housing you are dealing with households that have lost their rental housing. Why are you making transitional housing Providers more responsible than the RTA.	RTA Related
S3.01	Jo, much of the community chatter re RTA and this process is to avoid the 30 day notice period prior to eviction.	RTA Related
S2.03	We have a small operation. Reasonable rules include no visitors because we work with homeless. We ask the whanau to keep their street life out of the whare as a way to prioritise safety. Is this ok?	Rules pertaining to visitors
S2.08	In terms of guests. Our units are designed around a single occupant and aren't large enough for guests to come around for more than a short while. Additionally, we have repeatedly had issues with the guests of TH clients being the ones that bring trouble - we have always required clients to go offsite if they wish to see friends as its not the person it's their mates. In terms of healthy homes, we are definitely in support of this.	Rules pertaining to visitors
S2.10	reasonable rules - our operation does not allow visitors. The privacy of everyone would be breached. We don't even allow the police in for curfew checks for this reason. They stay outside at the gate. Are there exemptions or a matrix of what applies to what Providers given size of Provider, number of households etc?	Rules pertaining to visitors
S2.29	I hear that you have had consultation with resident advocacy groups regarding the constraints people live under (such as no visitors, no alcohol etc..) in TH and those people that don't like these. I wonder if you have head the voices of the residents who appreciate the safety and 'pleasant living environment" that this creates.	Rules pertaining to visitors

S3.26	Our landlords have already indicated that they may not be renewing leases if our policies around visitors and alcohol change. Visiting rules are by appointment or prior arrangement. It's the after hours / dodgy visitors we don't like :D	Rules pertaining to visitors
S3.27	It would be unsafe to entertain children on our site, in so many ways. We work with whanau and family in a controlled way that does not put anyone at risk.	Rules pertaining to visitors
S3.28	No overnight visitors without prior arrangement with Housing Coordinator	Rules pertaining to visitors
S3.29	We do allow very close whanau visits but ask them not to be overnight without it being pre arranged with us. We just have serious issues with those further removed that do not care about the household's conditions of stay and therefore breach on a regular basis and cause police incidents etc.	Rules pertaining to visitors
S3.30	No overnight visitors without prior arrangement. Some rules have been established by promises made by politicians to communities (telling neighbours how we will manage facilities). We are now stuck with these expectations.	Rules pertaining to visitors
S3.32	Our clients are 90% low risk, so we don't mind visitors, however tenants must advise if they need someone to stay over for a night or two i.e. grandma or support person. High to med risk cases/tenants we do weekly home visits to make sure the home is being looked after. Works okay for us at TSA Royal Oak.	Rules pertaining to visitors
S3.33	Suggest that the overall intent of visitors being welcomed be included (while keeping all those on site safe) and allow us to manage the details. And it was the visiting grandmother on the weekend who attracted a large gang presence and their theft of her car.	Rules pertaining to visitors
S3.34	For us visitors are a safety issue - violence because they are seeking to be paid a tick up, drug exchanges (criminal activity), prostitutes (health & safety, hygiene). Remember transitional housing is for people without homes. We did not create the homelessness yet we are being penalised. What a joke. I challenge you to run transitional housing so you get an actual perspective	Rules pertaining to visitors
S1.17	Can you elaborate more on Mhud paying for storage please?	Storage

S3.05	Normally people have things in storage already when they move in. We have no ideas what's in there! And often it's not worth the cost of storage (it broken and mouldy furniture)	Storage
S3.06	We were not expecting to arrange the storage - we were expecting to cover the costs of the storage that the clients organise. That's what Hud funds us to do now to a limited amount	Storage
S3.17	Storage is extremely problematic. Storage Provider will only enter into contract with us (not client) and we then have access and responsibility for the contract, the storage unit contents and actions/activities that occur within that storage unit. We have to manage access to that unit when clients want it and also they then have claimed that we have accessed their belongings and see us as liable for anything they believe is damaged or missing whilst in storage. Impossible for us to manage our own liability and unfair for tenant to have us having control over their belongings.	Storage