



EARTHQUAKE STRENGTHENING BUILDING WORKS

*CBD HARBOUR BOARD LAND
LEASE REMISSION APPLICATION*

www.whakatane.govt.nz



WHAKATĀNE
District Council
Kia Whakatāne au i ahau

Lease Remission Application Process

1

Lessee completes the Lease Remission application form.

2

Lessee submits form to Whakatāne District Council Consents Staff at the time it submits its building consent application.

3

Whakatāne District Council will review the application and respond to the Lessee regarding the conditional approval or otherwise of the Lessee's application within 20 working days of receipt of the application.

Whakatāne District Council does not approve the Lessee's application.

4

Whakatāne District Council gives conditional approval to Lessee's application.

5

Lessee notifies Whakatāne District Council Consents Staff of the Earthquake Strengthening Works commencement date.

6

Whakatāne District Council visits the Building on or about the Earthquake Strengthening Works commencement date to ensure the Earthquake Strengthening Works have commenced and to check if the Premises Tenant is still trading from the Building.

7

Whakatāne District Council Consents Staff sign off on the Completion of the Earthquake Strengthening Works and calculates the number of days the works took to complete and the number of days the Building was unable to be occupied by the Premises Tenant.

8

Whakatāne District Council issues a credit note to the Lessee for the Ground Rent based on the number of days the Building was unable to be occupied by the Premises Tenant up to a maximum of six months.

9

In the event that the Earthquake Strengthening Works take longer than six months and the Premises Tenant has been unable to occupy the Building during that six month period then Whakatāne District Council will issue a credit note to the Lessee for the Ground Rent in respect of that six month period.

10

The Lessee may ask for the credit note referred to in 8 & 9 above to be refunded or to have the credit note allocated to its next Ground Rent invoice.

LEASE REMISSION APPLICATION FORM

YOUR DETAILS
Name of Applicant (Lessee):
Applicant's contact details (address, home number, mobile, email address):
Property/Building Address:
Annual Ground Rent:
Premises Tenant(s):
Premises Rent:
Estimated Works Start and Completion Date:
Estimated timeframe Premises Tenant will be required to vacate:
Additional information:

WHAKATĀNE DISTRICT COUNCIL CONTACTS:
 Call Customer Services on 07 306 0500 and request to be put through to the relevant person.
Building Consent: Strategic Project Manager - Jeff Farrell, and Building Control Officer – Trevor Quilty
Lease Remission: Manager Business Services – Roslyn Barlow, and Commercial Leasing Officer – Mary Bates
Finance Staff: Manager Financial Accounting – Julie Caverhill, and Accounts Receivable Officer – Tania Kingi

OFFICE USE ONLY:

APPLICATION: <input type="checkbox"/> Conditional approval <input type="checkbox"/> Not approved	BUILDING CONSENT APPLICATION ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No	BUILDING CONSENT APPLICATION NUMBER:	SUB I.D.:
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LEASE REMISSION TERMS

1. A Lease Remission will only be available to a Harbour Board land Lessee within the Whakatāne Central Business District.
2. A Lease Remission will only be available to a Lessee who: (i) is not in breach of the terms of its Lease including but not limited to payment of Ground Rent pursuant to the terms of the Lease; and (ii) has no Arrears Outstanding with WDC.
3. A Lease Remission will only be available to a Lessee who has had its rental income stream from its Premises Tenant reduced as a result of the Earthquake Strengthening Works.
4. If the Lessee's Premises Tenant is required to vacate the Premises during the period the Earthquake Strengthening Works are carried out then the Lessee will be entitled to a full Ground Rent reduction during the period it carries out the Earthquake Strengthening Works and receives no Premises Rent from its Premises Tenant, provided that the Ground Rent reduction will be for no longer than a six month period.
5. If the Lessee's Premises Tenant remains in occupation during the period the Earthquake Strengthening Works are carried out and pays a reduced Premises Rent then WDC will take this into consideration and reduce the Ground Rent at its sole discretion with the most likely outcome being that the Ground Rent will be reduced by the same proportion as the Premises Rent.
6. A Lease Remission application may be made by any Lessee who carries out Earthquake Strengthening Works to a Building that has a National Building Standard of less than 100% (i.e. categories A, B, C, D & E).
7. The Lessee will notify WDC Consents Staff of the date its Earthquake Strengthening Works are due to commence as soon as possible following confirmation of the same from its builder.
8. The maximum Lease Remission given will be up to and including six months Ground Rent.
9. The Lessee will continue to pay its Ground Rent during the period the Earthquake Strengthening Works are carried out.
10. Following Completion of the Earthquake Strengthening Works WDC will issue a credit note to the Lessee for the Ground Rent based on the number of days the Building was unable to be occupied by the Premises Tenant. The Lessee will be entitled to elect whether to have the credit note refunded or to have the credit note allocated to its next Ground Rent invoice.
11. In the event that the Earthquake Strengthening Works take longer than six months and the Premises Tenant has been unable to occupy the Building during that entire six month period then WDC will issue a credit note to the Lessee for the Ground Rent in respect of that six month period. The Lessee will be entitled to elect whether to have the credit note refunded or to have the credit note allocated to its next Ground Rent invoice.
12. Lease Remission applications made in respect of Earthquake Strengthening Works carried out before 8 May 2014 will be considered on a case by case basis and a decision made at WDC's sole discretion.
13. WDC will have sole discretion to approve a reduced Ground Rent on a case by case basis where situations arise other than those expressly covered by the terms above.

DEFINITIONS

"Arrears Outstanding with WDC" means all forms of debt owed to WDC including but not limited to building consent and resource consent debt that is greater than 60 days overdue and all forms of rates and water rates debt that is past its due date for payment;

"Building" means the building owned by the Lessee at the address on the front page of this Application;

"Completion of the Earthquake Strengthening Works" means the date upon which WDC, in its regulatory capacity, issues: (i) a code compliance certificate pursuant to section 95 of the Building Act 2004 confirming that it is satisfied that the completed Earthquake Strengthening Works comply with the building consent issued to the Lessee in respect of the same; or (ii) a certificate of public use pursuant to section 363A of the Building Act 2004;

"Earthquake Strengthening Works" means those works carried out by the Lessee to strengthen the Building to increase its percentage of new building standard and includes demolition and rebuild works;

"Ground Rent" means the rent payable by the Lessee to WDC pursuant to the Lease;

"Lease" means the deed of lease entered into between the Lessee and WDC in respect of the Property;

"Lease Remission" means the Ground Rent refund payable by WDC to the Lessee, after completion of the Earthquake Strengthening Works, to compensate the Lessee for the loss of Premises Rent during the period it carries out Earthquake Strengthening Works up to and including a maximum six month period;

"Lessee" means the person or entity registered as the registered proprietor of the leasehold estate in the Property;

"Premises Rent" means the rent paid by the Premises Tenant to the Lessee in respect of the Building;

"Premises Tenant" means either the Lessee who trades from the Building, or the person or entity that leases the Building from the Lessee and trades from the Building;

"Property" means the property at the address on the front page of this Application that is located on Harbour Board land within the Whakatane Central Business District;

"WDC" means the Whakatāne District Council;

"WDC Business Services Staff" means the Manager Business Services (Roslyn Barlow) and/or the Commercial Leasing Officer (Mary Bates);

"WDC Consents Staff" means the Strategic Project Manager (Jeff Farrell) and/or the Building Control Officer (Trevor Quilty);

"WDC Finance Staff" means the Manager Financial Accounting (Julie Caverhill) and/or the Accounts Receivable Officer (Tania Kingi); and

"Working Day" shall have the meaning set out in Section 7 of the Building Act 2004.