

## Recording and Q&A Transcript

### Episode 7 Key Contracts and Considerations

There are two parts to this transcript:

1. The recorded transcript that was captured at the live webinar
2. The question and answer transcript where the panel have provided typed answers

#### Panel for Episode 7 – Key Contracts and Considerations

<b>Kaiwhakahaere</b>	Materoa Mar	Te Tihi O Ruahine Whānau Ora Alliance Charitable Trust
<b>Kaikorero</b>	Jason Lovell	Kāinga Ora
<b>Kaikorero</b>	Katharine Taurau	Te Kooti Whenua Māori, Māori Land Court
<b>Kaikorero</b>	Steve Atkinson	Westpac
<b>Kaikorero</b>	Alison Cadman	Dwell Housing Trust

# Recorded Transcript

## *This is the transcript for the recording of Te Aho Tāhuhu, Episode 7 Key Contracts and Considerations*

### **Materoa Mar (Te Tihi):**

Morena koutou. Lovely to be with everybody today.

Ko wai ahau?

Ko au tiri ō Ngāti Porou, Ngāti Whātua me Ngā Puhī hoki.

It's a pleasure to be with everyone this morning as we start the webinar which is part of a series undertaken by Te Matapihi with Te Tūāpapa Kura Kāinga, which we are really pleased to be a part of. Just in capturing that, the Progressive Ownership Fund is a \$400 million investment by the Government to help families, individuals and whānau into their own homes. The PHO Fund aims to address housing affordability for three priority groups, including Māori, Pacific peoples, and families with children. The PHO Fund works by providers taking an interest free 15-year loan from the Government and then partnering with individuals, families and whānau to help them access home ownership through arrangements such as shared ownership, rent-to-buy or leasehold.

This morning, whānau, we're really pleased to bring to you a session called Key Contracts and Considerations, and the purpose of this session is to provide insight to te rōpū Māori and new providers on key considerations when starting the journey of delivering housing to whānau. This episode will cover some of the contracts that underpin these considerations and any support that is in place as rōpū Māori and new providers navigate this space. We have speakers from Kāinga Ora, Māori Land Court, Dwell Housing Trust, and Westpac, who will provide insight on how to engage with the organisations, key documents you need to be aware of, and where you can go for more information.

We have also invited Dwell Housing Trust, a PHO provider, to join the panel and they will be talking about how they have navigated multiple agencies, met each agency's compliance requirements to then provide a housing solution for whānau. If I can just say, whānau, the four speakers that we have this morning, firstly, we will have Jason Lovell from Kāinga Ora. Then we shall have Katherine Taurau from the Māori Land Court. Thirdly, we will have Steve Atkinson from Westpac and lastly, we will finish with Alison Cadman from Dwell Housing Trust. Once I hand it over to the speakers, whānau, they will introduce themselves. They will speak for between five to 10 minutes - I said if it's over 10 you're out - so we're looking forward to just joining with you all this morning and we are also looking forward to the wisdom that each person is bringing to the session. So, without further ado, I'm going to hand it over to Jason. Jason we're looking forward to your kōrero. Over to you.

### **Jason Lovell (Kāinga Ora):**

Kia ora Materoa. Kia ora koutou katoa. Ko Jason Lovell tōku ingoa. No Whangaroa ahau. Ko Ngāti Kahu ki Whangaroa, Ngā Puhī ki Whangaroa. Ngāi Tahu ngā iwi. Tēnei te mihi ki a koutou.

So yes, as Materoa introduced, I am the Manager of Homeownership Products at Kāinga Ora. So, what I'm going to be doing today is I'm going to talk through three of the key commitments or agreements that whānau need to kind of commit to as part of the First Home Partner product which is Kāinga Ora's

**Jason Lovell (Kāinga Ora):**

shared equity or homeownership scheme. So that's what we're going to do. The three agreements are the Commitment Agreement, I'll talk through that one. The Sale and Purchase Agreement, which anybody who has bought a house will be familiar with, and then also our Shared Ownership Agreement.

So, before we get into that I will just quickly run through some of the highlights of our First Home Partner product.

Okay, so First Home Partner is like our other products under progressive home ownership, it's really there to increase the opportunities for people to buy a home. So those people that can't quite make it, it will help them into purchasing a home. As part of our First Home Partner product, we co-purchase the property, along with the whānau and it is part of the scheme that they must also obtain funding from one of our participating banks, being BNZ and Westpac. The house has to be a brand-new home, so a new build. And as part of the key eligibility criteria, the whānau need to bring a 5% deposit, and I know we're going to have some people here talking about whenua Māori, the First Home partner product is not available to whenua Māori.

Okay, so this slide talks to a couple of the key, I guess, similarities and differences between First Home partner, which is provided by Kāinga Ora and some of the products that might be available under those other pathways. Why this is important I'll talk to that when we come to some of the agreements. But the key points I just wanted to draw people's attention to is that the First Home Partner product, it's really targeting Cohort B. So those people who have median or above income levels and have the ability to effectively borrow at a standard home loan rate. And it's a lighter touch, so within some of the other pathways there's a lot more engagement with whānau that goes on pre-purchase within our pathway and with the First Home Partner products we don't have as much pre-engagement with the whānau. But I'll talk through what we do as part of those key agreements. And the other key point there is that the whānau need to actually find the house themselves, so we don't find it for them.

As I mentioned at the top, the Commitment Agreement. So, just to try and put this in context, so once a whānau has applied to Kāinga Ora, has applied to us, and we have determined that they are eligible for support from First Home Partner, it's then on the whānau to then go away and actually arrange their bank funding and then also find the home as I mentioned before. But part of that process, so once they've been made eligible is they need to understand and return to us what we've called a Commitment Agreement. And so effectively what that does is it sets out the obligations on each party in understanding how they can proceed towards settlement or the purchase of a home. So, it really tries to set out in a clear way what each party is responsible for doing and how we can actually get to that point of committing to a Sales and Purchase Agreement. Because one of the learnings that we've had through this process is that it's actually quite a legal agreement. When you're purchasing a home, that Sales and Purchase Agreement document, it's a legal agreement, and I'll talk to it next as well, but there are some legalities around how those work. So, the Commitment Agreement really just tries to set expectations, it's about us saying well, as per that first point there, that Kāinga Ora's not providing any independent financial, legal or other advice. So, a bit of housekeeping there. Setting out our relationship as co-purchases, so what are those expectations from us, and then also on the whānau.

Some instructions for the whānau, how to comply with the terms of the Sales and Purchase Agreement. Okay so I'll talk to that in terms of we have specific requirements in terms of clauses that are required as part of the Sales and Purchase Agreement. So, again it's just a little bit different to a typical sale. And just setting out expectations around what the whānau's solicitor will be doing, because we have an expectation that they will follow their due process and perform all that due diligence and it will be for the whānau's benefit. But also, we won't be doubling up in terms of doing that work and so they'll be doing that on our behalf as well.

**Jason Lovell (Kāinga Ora):**

Okay, I mean we have a guide to the Commitment Agreement - it's basically like an FAQ - but I guess it's the Commitment Agreement, once the whānau is eligible that sets out well how we go from being eligible to buying a house.

The Sales and Purchase Agreement – so the whānau have signed their Commitment Agreement, they've sent it back to us and now they're out looking for a house. And so, the Sales and Purchase Agreement is generally kind of typical. But as I mentioned before, Kāinga Ora has specific requirements that need to be checked within the Sales and Purchase Agreement, and then we have specific clauses that also need to go into that Sales and Purchase Agreement. So, one of the things we are experiencing with whānau is that if we're not really clear about how that process is to work, we're having whānau who are under a lot of pressure through sales agents out there and they're coming back to us with signed Sales and Purchase Agreements before we've actually even seen them. And so, we obviously then have to go back and re-engineer the Sales and Purchase Agreement, which is a very time-consuming sort of exercise. So, one of the things we're working on is trying to help whānau to understand that we need to be part of that process to bring on board a home, and we have to ultimately agree to and sign that Sales and Purchase Agreement.

The other thing we're finding just for some of the other providers out there is that developers have many and varied clauses to their Sales and Purchase Agreements. And so that's another thing that we're still working through as well, how can we best help whānau into these homes. And I think as more and more people are becoming aware of the First Home partner product, we're actually engaging with more developers directly and I guess confirming what those Sales and Purchase Agreements need to look like from their side. So doing a bit of pre-work so that it doesn't hold up whānau when they go to purchase those homes.

And that last point there I just wanted to make was the process, ideally, is set up so that the whānau come to us with a Sales and Purchase Agreement, we can add in our clauses and things and then sign it and then they can go back, sign it themselves and then go back to the vendor. But we're just finding at this stage some people are doing it, and some people not and it obviously takes up a lot more time when the whānau are not doing that.

Okay so that's the Sales and Purchase Agreement. Once we sign that Sales and Purchase Agreement and send it back, it follows the standard sort of sales and purchase process whereby due diligence is carried out, until that goes unconditional and once it's unconditional then we wait for settlement. So, once we've signed that Sales and Purchase Agreement as I mentioned, it's now down to the actual Shared Ownership Agreement. So, the Shared Ownership Agreement sets out the obligations under both parties from the point of settlement. So, settlement is when we actually buy the home with the whānau and effectively, we become co-owners. So, as I say, it's signed as part of settlement and finalises our approval and equity contribution. And so, it's an agreement that is between us, as Kāinga Ora, and the whānau as homeowners. The agreement will apply for as long as we jointly owned the property. And it's structured as tenants in common and it sets out the goals of the scheme and what we hope to achieve and how we how we are going to work together going forward because when your co-owners there are responsibilities to meet. And we want to ensure that people ultimately transition to or will become the sole owner of those homes, so that we no longer have to be part of it, and we just want to make sure that we're doing everything we can to help whānau into those homes.

So, we maintain a share register that records the equity shares so whānau can buy back the shares in the homes. And what the Shared Ownership Agreement does is it steps out well how does that happen, and it also points to our goals management program and how we are going to work to support the household and the whānau to achieving the goals of the scheme as I mentioned.

**Jason Lovell (Kāinga Ora):**

So, we have a guide to the Shared Ownership Agreement, again it's like an FAQ document. I guess we haven't had too much pushback in terms of the actual Shared Ownership Agreement. It's more, I think, on reflection, and looking at how these sales are progressing and how they're coming through. It's actually more about getting the Sales and Purchase Agreement right and getting the timing right, given that often whānau and households are under a bit of pressure to sign off on an agreement. So, our team is working hard to make sure that they are supported and doing that.

Right, so key takeaways from my little kōrero here. So, what we've learned is a clear process for whānau to complete the agreements is really, really important. And we've sort of adopted a few different approaches in terms of how we're working through this, just to try and get around some of those things that we're seeing in terms of people coming to us and not quite following the process that we'd expect. So, what we're doing is we're doing a lot more calling to people as they become eligible and talking to them and working them through what is the next step, and how does that actually work, and setting out those expectations early.

The next point is that our shared equity product is a bit different to other providers and we can point to some of those key differences around why because within our pathway we don't work with the household so much up front. It's obviously on the household or the whānau to go and find the home as well, so for that reason there's a couple of key differences, but there's obviously some benefit in other providers if they want to look at the Shared Ownership Agreement as it stands as well.

And, lastly, a good ongoing relationship with the whānau is essential for success. And this is one of the things that we're trying to do, is when people apply and they come to us is just build up that trust, understanding, and rapport, so that we can work through how the process is due to happen and get those key agreements signed and delivered with minimal fuss.

So, these are my contact details here if anyone would like to reach out. There's also a link to the website which has a lot of our other home ownership resources. So, we have a number of other First Home products as well, and then, if anyone else out there does want to get some support from the Kāinga Ora homeownership products team, we often do support other events as well, so feel free to contact us there. Materoa.

**Materoa Mar (Te Tihi):**

You did really well, you know, I'm not giving out gold stars yet. Thank you so much for the kōrero and some really useful information that really allows whānau to get onto that housing pathway. So, I've got a couple of questions. Why isn't First Home Partner available on whenua Māori?

**Jason Lovell (Kāinga Ora):**

Yeah so, I would like it to be available on whenua Māori, it's just that at the moment, you know, the way the product is established is we require a banking partner and the household, or the whānau needs to sort of meet that standard lending criteria. Māori land and, you know, being able to borrow to purchase or build homes on Māori land is a little bit different and through understanding another product we have, which is about lending on Māori land, it can be quite frustrating for households and for whānau. So, at this stage it's not available for Māori land, yes, but there is the Te Au Taketake pathway in terms of Māori housing providers which people can explore as well.

**Materoa Mar (Te Tihi):**

Thank you, Jason, so I guess that the next question I have is whether or not people are able to access the appropriate or acceptable clauses by Kāinga Ora? So, I noted that you put up the website, but would they be able to access more than what's on the website?

**Jason Lovell (Kāinga Ora):**

So, in terms of those clauses required for Sales and Purchase Agreements. So, our legal resources are up on the website around what's required, and I've literally just today signed out an update to our Sales and Purchase Agreement checklist, which is a nice easy guide that the whānau can actually hand to the sales agent or their solicitor. And they can take an insert from that guide and attach it to the Sales and Purchase Agreement and then just tick off the checklist as they go, so that will be available as well, and we provide that to eligible households as they come through also.

**Materoa Mar (Te Tihi):**

Thank you, Jason. Lastly, are other providers able to use the Kāinga Ora Shared Ownership Agreement?

**Jason Lovell (Kāinga Ora):**

So other providers can use it to learn from, but we've got separate bank relationship agreements that we've worked through with the participating lenders, and Steve being one of them on the call, so he could probably talk to it a bit more. But I mean obtaining that Shared Ownership Agreement was a real process, we had a project team that was established essentially to do that, it was a key component of our product, it did take a lot of time and effort. And I have kind of heard that there is a desire for a Shared Ownership Agreement that is standard across, I guess, the industry, but at this stage that is the Kāinga Ora Shared Ownership Agreement and it's usable in that people can learn from it.

**Materoa Mar (Te Tihi):**

Right, thank you so much Jason. Look I really want to make sure that we provide the time and opportunity for our other speakers, so we might come back to you with some further questions as we move forward. So ngā mihi ki a koe.

So now I'd like to turn to Katharine. I'm really excited to hear your kōrero and obviously some segue way questions about the use of Māori land. So, no doubt you'll be able to help us out on that. So over to you Katharine. Ngā mihi.

**Katharine Taurau (Te Kooti Whenua Māori):**

Ngā mihi Materoa. Tēnā koutou katoa. Katharine Taurau ahau, ko pae manawa o Te Kooti Whenua Māori o Te Tai Tokerau. My role in the Māori Land Court is shared by all of our Māori Land Court districts so I'm very pleased to have been invited to attend today. I have my Māori Land Court hat on, and it was really interesting listening to Jason, and we're also very aware of the housing issues that affect Māori landowners and particularly Māori landowners that want to build on Māori land. So again, delighted to have an opportunity to speak to everyone today.

So today, because perhaps I wanted to sort of approach things in a general way that covers things like what is the purpose of our legislation. So, the Māori Land Court strictly works under Te Ture Whenua Māori and some other pieces of legislation, but in terms of housing that's a key piece of legislation. Secondly, I want to talk to whenua Māori status. So, you've heard the reference and you hear the

**Katharine Taurau (Te Kooti Whenua Māori):**

reference to whenua Māori, but actually whenua Māori has different status, or all land in Aotearoa is given a status under our Act, and I want to just touch on those for the purposes of today. And then finally housing on whenua Māori, because we know there is housing on whenua Māori and whānau are particularly interested in housing on whenua Māori, so what are some of the key components that you'd be looking at if you were looking to develop some housing on whenua Māori through whatever mechanisms that are available today and there are plenty of them.

So, I want to just start generally with the meaning of Te Ture Whenua Māori. Now we know we've got a small amount of whenua Māori left today. Between 5% and 6%, so a small amount of our land mass in Aotearoa is actually whenua Māori. So, it's become particularly important and prior to 1993, but our 1993 legislation really identifies the importance of that whenua and therefore the role of the Court in the decision-making of the Court is derived from this preamble to the Act, which talks about the whenua being taonga tuku iho and it also talks about promoting the retention of land in the hands of its owners, their whānau and their hapū, and the need to protect wahi tapu. It also acknowledges development, so whether that be occupation or utilisation for other use, but the key is that it benefits its owners, their whānau and the hapū. So, you'll often see in judgments that the Court will set out a reference to those key guiding principles and they exist for whatever development or whatever application comes before the Court.

Also, as I mentioned, in the Court all land in Aotearoa is given a status. So, the first one is Māori customary land, that's set out in Part 6. There have been some changes to Māori customary land, so that's land that's never been bought under any kind of Crown title. There's a minimal amount, 700-odd hectares - tiny – in Tai Tokerau even a very, very minimal amount. There have been some changes to the customary land which meant it was never brought before the Court, could never be given a title, but it is identified as Māori customary land. I don't want to go into that right now but there are some changes which can be quite significant around customary land, probably not in respect of housing, so we will just leave that there.

I've highlighted the next one, which is Māori freehold land, because most of the land on which people will want to build is Māori freehold land. So that's land that has been recognised as being with its individual owners, it's hapū, and it will either be held in individual title or perhaps a trust or an incorporation.

There's also the next category, which is general land owned by Māori, and this has come about generally because, over time, different pieces of legislation turned what would have been Māori freehold land into general land - sometimes without real knowledge of the owners – but it is still recorded as general land owned by Māori because of the connections that Māori have to that land, and it is under the jurisdiction of the Māori Land Court.

Then there's general land, that's all-other land that our Māori Land Court doesn't have jurisdiction over, that's known as general land.

There is also Crown land which the Crown has never bought or never sold from when it first took ownership and created a title over that and then there's Crown land that's reserved for Māori, and those are again a small amount of land, but often available for settlement or other sorts of negotiations with Māori.

So, I won't touch on those any more than just pointing out that in our legislation all land in Aotearoa has a status, and most of you will be familiar with the Māori freehold land status.

**Katharine Taurau (Te Kooti Whenua Māori):**

The place to find out about where your whenua is and what it is, is in our Māori Land Online record. Now that's literally, I've put the link in there, [www.maorilandonline.govt.nz](http://www.maorilandonline.govt.nz). And in there you can identify both the location, the status, the ownership, any memorial information. Now memorial information refers to things like if there's been a roadway, if there's been an easement or some other, perhaps a noting of a license to occupy, some other circumstance which needs to be recorded or which has been recorded by the Court and is available for everybody to look at. Also, there may be a LINZ title, so some Māori land does have a LINZ title, in fact quite a lot, we had a project back in 2009 which sought to bring a lot of the land into detail, particularly around survey sufficient for a LINZ title to be issued. And when a LINZ title is issued for Māori land it's specifically noted that this whenua could be Māori freehold land. That information in our Māori Land Online site also recognises the different management structures that might be in place and I'm talking about ahu whenua trust, Māori reservations, whānau trusts. So that's a good place to start.

So, we go to housing on whenua Māori. And again, there has been a recognition through Government just recently that changes to Te Ture Whenua needed to be made, hadn't been made since 1993 in any significant way. But with one of the reasons being to support housing initiatives. And so, some of those changes have included things like Māori reservations and some of you may be aware of Māori reservations where there is housing, but it was constrained because the lease or occupation could only be for a period of no more than 14 years. And that's not usually useful for housing, it's not a useful timeframe for housing. So now that has been removed and trustees of a Māori reservation may now issue a lease or an occupation licence for papakāinga housing for a period of more than 14 years. Sometimes you will think of Māori reservations and people think of marae. So don't forget Māori reservations are wider than marae, sometimes it's a marae, but sometimes it's a reservation of a significant area. So, we expect to see some more as people get to be aware of that ability to have papakāinga housing on Māori reservations, we expect to see more of those coming through.

The second change under those changes to Te Ture Whenua Māori which came into effect on Waitangi Day this year by the way, are occupation orders. So, occupation orders can be granted to a landowner, a person entitled to succeed to that whenua and to beneficiaries of a whānau trust. And the whānau trust holds the beneficial interest in the whenua, but if you're a beneficiary of that trust then you're also entitled to an occupation order. An occupation order is an application to the Court and there are requirements, particularly associated with your particular shareholding and ability to be granted an occupation order over an area equal or sufficient for which you have sufficient shares. The other thing with occupation orders are they do require an indication through perhaps the local authority that a building is able to go on to that place. The Court will also look at other sorts of issues, particularly that there is sufficient support for that and that the overall use of the land is going to still be available, perhaps to others who also may want to seek an occupation order. So, there is a bit involved in an occupation order application and I have popped a link a bit later on into those requirements.

I have popped in there dispute resolution, that's another brand-new piece of legislation that has come in through the changes to Te Ture Whenua Māori. And that is because we often have whānau who perhaps are not able to move forward on their whenua because they can't agree, and if they can't agree then nobody gets anything quite often. So, recognising that, recognising that there's a tikanga that will be in place, or it needs to be recognised in any sort of dispute, it's a tikanga-based service. It's free, so you don't need a lawyer, you don't need anybody, you can just come to the Court and seek an application for a dispute resolution service. Our judges are actually going to be the mediators in the first two years just to because it's such a new service they want to see how that's going to work, what some of the issues are that come before the Court and how they might be resolved by the parties. There has been a relatively slow uptake, I'll just make the comment, to date because the problem with a dispute resolution service is both parties need to agree to come. So, what we're finding is people will think it's a good idea, but perhaps the agreement of the other side isn't forthcoming,



**Katharine Taurau (Te Kooti Whenua Māori):**

and it can't proceed. But I'm hoping and expecting that going forward people will see the benefit in sitting down and having a kōrero, after all that is how in te ao Māori we resolve disputes amongst ourselves. So, I would encourage you, if you are thinking about that, to look into it and see if you can utilise it, if it's necessary in your hapū or your whānau.

I've also just noted those changes to the legislation, there are other significant changes as well, but I won't talk about those today because we're talking about housing and those three are probably the key ones for housing.

I've just mentioned there in terms of housing on whenua Māori, a license to occupy, and a lot of you will probably be familiar with licenses to occupy. Now these are granted, not by the Court, but actually between the landowner and the person who wants to occupy the whenua, which will be an owner or shareholder. There are templates both on our website, and I think TPK might have one also, for a licence to occupy. So, it can't be for any more than 52 years because of the alienation definition, if it's over 21 years then it would be noted in a memorial on the title. So generally, again a licence to occupy is an agreement that's reached between Māori landowners and other owners or a trust that governs the whenua.

I've also noted there in some cases an application for confirmation of ownership of a dwelling may be necessary, and this is for all sorts of reasons, but quite often if perhaps a parent or the last parent has passed away and the house is to be occupied, who's going to occupy it. There might be various claims by different children on who contributed to the dwelling and who now owns it. So those cases do come before the Court as well. What we would encourage again is if you are building on whenua Māori, you have a confirmation of ownership, an application to the Court just to confirm ownership, so that going forward those issues don't crop up.

So just continuing on with housing on whenua Māori. Applications to enable that do come before the Court quite frequently and they can be filed by individual owners, whānau trust, ahu whenua trust, Māori incorporations. Usually, and I have used the word papakāinga there. So of course one-off houses are the same, but for a papakāinga, if you were looking to create that and a house, you'll usually require several orders - one for a partition of the whenua to create a title, for rights of access to the whenua, to occupy the whenua, so you might have a title but in a papakāinga you might have several titles and then occupation orders for those titles because there might be an underlying ownership. Whānau trust orders, if a whānau trust is not in place, to hold the occupation orders. So, the occupation order is not necessarily held by an individual, it's held by the whānau trust. So, you can see behind that there's a lot of agreements and discussions that need to take place. And those applications really only come to us when we've already seen significant planning work. I talked a bit earlier about the need to liaise closely with your local authority and service providers. Legal, you can't get away from the legal advisors and financial advisors and I know if you're in this space you're looking at exactly those sorts of things. So, an occupation order or a papakāinga is quite a significant process, but we're seeing those more and more, and the Courts is always open to being available. The Pae Manawa role is to work in the community to be available to talk to people about these sorts of orders and these sorts of applications to the Court.

I've just noted two particular cases there – the Heta case and also a case of Ratana Pa, where we've seen the approach of the Court. But in the Heta case, this was Judge Ambler up here in 2015, made the comment in that case that he may be providing a useful template for other blocks of Māori freehold land, and Māori freehold land is usually the whenua we are talking about - in multiple ownership to be better developed. So, if you've got a curiosity, I would encourage you to go into, and I've popped down Māori Land Court decisions are available on our Māori Land Court website and that's the link there. If you pop into there and look for those two cases, you could probably pop in any

**Katharine Taurau (Te Kooti Whenua Māori):**

of those words or phrases around searching for those titles (I haven't got them here today) they are useful reading for you if this is the sort of thing that you are looking to do. So, I want to just emphasise that, that they are orders to the Court and be aware of what's required when you're bringing your application.

So, this is just my key takeaways: identify the legal owners of the whenua. It's quite surprising sometimes we think we own the whenua and then we find out there are also other owners. And confirm your ability and it says their "ability" and I shouldn't have said "their", I should have said the trust, so if there is a trust or any kind of entity, confirm that entity's ability to make decisions, i.e. have you got trustees that need replacing, or is your trust out of date, have you had a hui, have you had an AGM, those are the key things if you're looking at your whenua.

Contact us early for information about any issues or for any clarity around some of the issues that we've talked about today. We're here to support you, we have both our advisory and, as I say, our Pae Manawa come out and we're available in the community.

Seek independent advice and if there's funding and things like that available that's good to inquire before you file but seek those sorts of things quite early on and particularly your applications to the Māori Land Court. All of your development can continue, and it doesn't hold it up, but they can go side by side. So, if you identify early what sort of applications might be needed before the Court and they can be filed now while everything else is also progressing along the different pathways.

I've just popped in there our website, it's very well worthwhile going to have a look, there's a ton of information in there and, if anything, it's probably a bit confusing so give yourself some time to have a look through it. I've popped my email address and I'm happy to, you know, answer any queries you have, please email me. And also, we have a Facebook page, Māori Land Court Facebook page.

I've also just popped there on the right our national pānui, so every application that comes before the Court that needs a hearing is in our pānui and its again on our website. If you want to have it emailed out to you, you can do, you can just ask. Kia ora.

**Materoa Mar (Te Tihi):**

Thank you, Katharine, for navigating us through all of the various processes that are available perhaps for whānau to make an inquiry about the use of Māori land. It has got a few complexities to it, so we're really pleased to have had you here this morning doing that. Just a couple of things, I've got a couple of questions. So, this is asking about what do you think is the best way for Māori to access finance on multiply owned whenua?

**Katharine Taurau (Te Kooti Whenua Māori):**

I have to say that's right outside my knowledge, I know we've got Steve coming up and Jason has made some comments around that. We know notoriously finance on whenua Māori is difficult, but I think the drive that we are seeing from Government at the moment and our entities, this hui is giving a lot of good answers to that, so I would really encourage you to follow up the information that is coming through these webinars which I've watched and it is really excellent.

**Materoa Mar (Te Tihi):**

Great, thank you so much, yes and Steve may be able to touch on some of it. Just in respect to the granting of licences to occupy, I think I heard you mention about more than 21 years less than 52?

**Katharine Taurau (Te Kooti Whenua Māori):**

Yes.

**Materoa Mar (Te Tihi):**

So, there was a question about the 14 years or how long was it? So, it's 52?

**Katharine Taurau (Te Kooti Whenua Māori):**

Yes, so what happens is once any kind of alienation, and a license to occupy is considered an alienation. Anything where you're giving away use of land basically, over 52 years, that's not considered a licence period. So, somebody asked me another time about why it is 52 years and its associated, I have to be careful, but it's associated I think with lifetimes. So, you know, often a licence to occupy will say it's for 35 years or the lifetime of the holder, whichever comes first, so you can't have a licence over 52 years.

**Materoa Mar (Te Tihi):**

Thank you so much Katharine for making that clear. I note in the chat whānau some of the contact details for Katharine, and also the Te Kooti Whenua Māori. So, thank you very much, Katharine, and now we're going to move to Steve.

Steve great to have you with us this morning, perhaps you'll be able to illuminate how we can access some of that pūtea, so over to you.

**Steve Atkinson (Westpac):**

Tēnā koe, Materoa, me koutou me Te Matapihi, ā nei te mihi mahana ki a koutou katoa. Ko Steve Atkinson ahau, ko Taranaki te maunga, ē noho ana ahau ki Kirkiriroa. Tēnā koutou, tēnā koutou, tēnā koutou katoa.

Just a quick brief introduction, born and bred in Taranaki. After leaving varsity my first job was with the Department of Māori Affairs in Rotorua as a Field Officer, so had some great learnings and experience there. Then, after coming back from overseas, worked through Apple & Pear Board and others and then joined Westpac 25 years ago. Predominantly in the agribusiness, commercial and corporate leadership roles, but more recently have been doing a lot of work with several organisations, predominately Māori and Iwi, in the affordable housing space. And I have two children who descend from Ngā Puhī and Ngāti Porou.

So, look it's a real privilege to be here with you all today discussing this aspect of housing and how we can get more and better housing for whānau. In terms of key considerations and contracts, the first step in the process that we would go through with any potential housing provider is engaging with you. And the steps are all about discussing and coming to a common understanding of exactly what you are wanting to achieve. So, this slide here really covers the "what" and, you know, what are you wanting, ensuring we all have the same understanding. So, who are you wanting to provide housing for, is it low-income earners, first home buyers, kaumatua, and what housing are you wanting to provide? And so, if you look at the housing continuum down the bottom, is it social housing? Is it assisted rental or assisted ownership like shared equity? Or is it rent-to-buy schemes? And then what level of assistance are you looking to provide? So, are you looking to do a subsidised rent scheme? Are you looking to provide equity like the First Home Partner, but it is repayable, or is it a grant that you're looking to give your whānau, or do you have the land? And if it is land, is it general freehold title or

**Steve Atkinson (Westpac):**

Māori land? And then if it's Māori land, is it under a licence to occupy, a lease on a separate title, multiple houses? So, the point here is, you know, there's many variables and we need to understand exactly what you are wanting to achieve so we can work through that solution.

So, if we then look at that whole process that we go through once we've engaged with you, so the first point, there is, you know, I've already talked about, which is the understanding and really that is the step which is the hardest and longest step, it's a lot of discussions, understanding what are the parameters we can work within. So, once we understand the kaupapa, we as a bank then look to assess how this affects or fits our bank policies or appetite and also, we have to align with Reserve Bank requirements. And you know, after hearing Katharine, you know, we've got the Māori Land Court to consider as well. So, we would also want to do due diligence on the housing provider, so just understand what your situation is. And we really do this to ensure that the borrower is not going to come under any pressure if the housing provider itself gets into difficulty. So, the due diligence also covers pastoral care that's going to be provided to the borrower and a lot of pastoral care has been covered in previous webinars.

We would then start to review and agree on the relevant contracts and agreements that we all need to sign, and I'll go through those in a few minutes. Then so once we've got to that stage, we would then have to go through the anti-money laundering, the onboarding process, with the provider. That can be, depending on the trust deed or the ownership deed that can be, as probably many of you understand, can be a long process, but we're getting a lot better at it now so it's not too bad and everyone's a bit used to those processes now. So then once we have got that in place, we then can get all the agreements that we've agreed on executed and at that point once we've onboarded and all the relevant agreements are executed, then we can start to engage whānau who are looking to borrow funds to actually buy the home.

We assign specialist lenders, our Mobile Mortgage Managers, to all these transactions. We do that simply because it's easier for us to explain what these schemes look like to our Mobile Mortgage Managers as opposed to a thousand lenders across New Zealand. And by that way, we're pretty comfortable that everyone is going to get a good, a very good experience when dealing with us.

And when we assess the loan, and this has been touched on before, when the Mobile Mortgage Managers assess loans for whānau, this is just normal standard lending criteria. There's no extra fees, additional rates, interest rates, it's just a normal lending criterion, so there's no distinction between that.

So, if we look at the contracts, there's generally three parties in the contract, and that's a little diagram down the bottom right-hand corner. There is the homeowner or the borrower, the participant, the person living in the house, there's the housing provider and there's the bank. Now the easy one is the contract between the bank and the borrower. As I've just said, this is standard loan agreement, standard security documentation. The next one is the housing provider and the bank, so as Jason's just alluded to, that is sort of the shared equity agreement. So, we are not a party to this agreement, however we still want to understand this agreement and approve that agreement. And we want to do that because we want to make sure there's no clauses in that agreement that we believe will disadvantage either party, and mainly our client, the borrower, we don't want to see any clauses in that contract which could see them lose their house or come under financial distress. And then there is the agreement with the housing provider and the bank. And that's an agreement which we may sign and what that's around as we just look at, gives us the right to sell the land, and it also protects the provider from losing more equity than the equity they've already put in there.

**Steve Atkinson (Westpac):**

We also, just on the left, we generally look at first mortgage and we want clear title. We always look at the pastoral care. And also, we may look at some agreements that the other parties may have with TPK or Kāinga Ora because quite often there is some arrangements there.

I'm just going to go through these quickly, but these are just what that would look like. So, this is shared equity, so you have on the left-hand side, the agreement between the homeowner and the bank. So, we have a loan agreement, mortgage security and we provide finance, very standard. The one on the right-hand side the participant borrower or the homeowner and the provider, that's a shared equity agreement, as I mentioned we're not a party to that, but we want to understand it and make sure that it's fair. And the one on the bottom for shared equity we call it a deed of undertaking, and that gives us the right to sell the property should something happen, but it also protects the provider from losing any further equity than they've already put in.

This is a rent-to-buy one, and Habitat for Humanity do a lot of these, and we are talking to a few other providers around this. So, this is, as you can see, on the right-hand side the provider has the rent-to-buy agreement with the participant homeowner. Now, we don't really have a lot to do with any of this other than we are discussing with some of the providers potentially what that rent-to-buy agreement looks like just to make sure that the way the equity is potentially treated doesn't stop them buying the house when that comes through. And then the provider bank, we may provide finance to the provider for the housing development but that's just the normal commercial arrangement, nothing more than that.

This is the lease, and Julie from Queensland Lakes Community Housing Trust presented on this model. So, again the left-hand side, standard contract, the loan agreement and mortgage security, there's nothing different in that. On the right-hand side, the provider has a lease agreement with the participant borrower. Again, we have no part of that contract, but we do again make sure that we're okay with that contract, it doesn't put the homeowner in a disadvantaged position. And in terms of the arrangement, any agreement we have, the provider with the landowner and the bank, that really depends on what the agreement is. You know, we may not have an agreement but we're happy with the lease agreement, but we may have an agreement similar to the deed of undertaking that we had whereby the landowner works with us in the case if somebody gets into problems.

So, this is just a quick study I just really wanted to run through with you. Essentially, the previous steps were followed, so this is Te Kaarearea, a housing development completed by Waikato-Tainui for its whānau in the middle of Hamilton. It has multiple types of schemes – rent-to-buy straight rental plus shared equity. The key steps in all this is that we started discussions with Tainui to understand what they wanted to achieve, their objectives, and then how could we assist and make it work so we all got the understanding right, which meant the rest of the steps followed relatively seamlessly. So, we participated in the shared equity model, it was a great outcome, and that's a little photo of a few of us, the parties, in one of the houses on the development. So, it was a fantastic outcome and seeing whānau getting into brand new houses was pretty special.

So, the key takeaways - we are committed to working together with PHO providers and whānau to help great beneficial housing ownership outcomes. We do want to have a close working relationship. It is about understanding your objectives, your target participants, which I have discussed, but also do all the trustees and all directors agree. We have started discussions to find these, there's maybe some disagreements around how things would go in the governance of that organisation, so it's important that everyone is on board.

So, the next few you've seen in a few other webinars – don't reinvent the wheel. Most parties are keen to collaborate and share. Just on that point too, the previous question around shared equity

**Steve Atkinson (Westpac):**

agreements and Jason's comment around the shared equity agreement. We're very keen to see these standard agreements, like the First Home Partner agreement, like the Housing Foundation agreement, to be used - it makes it very easy for us if it's a standard agreement. If there's a standard agreement, we don't have to review it, we don't have to go to external solicitors to get them to look at it at a cost to everybody, so it becomes a lot quicker for us to agree to be part of a scheme if we are using those standard forms.

And that sort of probably moves into point 4 - engage the various partners early and that was my comment, you know, if bank funding is required, please engage your bank first so we can have the discussion of what you're trying to achieve and make some suggestions and find solutions in particular for you.

And the last one - no one solution fits all and that's especially when we're talking whenua Māori, there's lots of different types there, so happy to work with you.

That's just some contact details. The three of us, myself, Heiko and Fonteyn. Heiko presented on I think Webinar No. 2. We've all been very closely aligned with all the work we've been doing in shared equity affordable housing, so any one of us are happy to take calls or emails from anyone if you want to understand more. Kia ora, thank you Materoa.

**Materoa Mar (Te Tihi):**

Ngā mihi Steve, very informative and, obviously, as we go forward and we learn more about opportunities it becomes less arduous and the opportunity to share some of the processes, as you say. I've got two questions for you, one is we've heard a lot about these housing schemes, what is the bank's position when it comes to lending or taking security on Māori land?

**Steve Atkinson (Westpac):**

I sort of suspected this question would arise given it's been on every webinar. Look, I guess, you know, the simple answer, the political answer is Westpac is committed to finding suitable ways to lend on Māori freehold land. We do, and we have lent, on whenua Māori, however there's no single answer. The key overarching constraint is our security position as we don't ever want to be in a situation where we're enforcing on Māori freehold land. We'd rather develop a partnership where banks and whenua landowners can work together so they're working for us if someone gets into trouble. You know, it's our responsibility as a bank, we lent the money, we take that responsibility to work with whānau if they get into trouble, but we'd really love that landowner to be working with us as well so there's no conflict. We are working on models that will allow us to partner with Māori entities to provide funding for homes built on whenua Māori. But there are a number of factors and variables that we need to consider, and Katharine's touched on this - is it separate title with one home on the land, one title with several houses, is it licence to occupy, occupation order or lease arrangement. So, there's those things. But I guess the real positive, central government can play and are playing a huge part of this, and we are having discussions with central government who, as I said, play a large part and Te Matapihi, they're doing a great job in advocating advancing solutions as well. The government also, which Jason touched on, do have a number of other different options for supporting Māori housing, so there are those opportunities as well. So long answer, but we're working on it.

**Materoa Mar (Te Tihi):**

Thanks so much Steve, I guess the thing is, is that it gives us hope and enthusiasm for the future when the conversation is about being open to innovation and looking at what opportunities do exist.

My final question is out of the Q & A, just a question, is it easier for a homebuyer to access a mortgage if they go through a provider or through Kāinga Ora?

**Steve Atkinson (Westpac):**

Well, Kāinga Ora is a provider, so I would suggest, I mean Kāinga Ora, and Jason can talk to this better than me, but I mean everyone has their target market. Kāinga Ora, your First Home Partner, have got certain, you know, the niche they're going after whereas Housing Foundation might be here in different providers. So, I think it's more about finding out where you are in that sort of income level or first home buyer, whatever, and then picking the provider that's going to give you the best level of support or provides the product you need.

**Materoa Mar (Te Tihi):**

Thank you, Steve. It's looking for the outcome that you want right?

**Steve Atkinson (Westpac):**

Yes.

**Materoa Mar (Te Tihi):**

Thanks so much.

Lastly, I would just like to introduce our last speaker Alison Cadman, who is the Chief Executive of Dwell Housing. So, I'll just hand over to you Alison, thank you so much for joining us.

**Alison Cadman (Dwell Housing Trust):**

Kia ora. Tēnā koutou, tēnā koutou, tēnā koutou katoa. Ko Alison tōku ingoa. Warm greetings from an awful day in Te Whanganui-a-Tara. Thank you so much for having me here today. We thought that it might be useful for actually me just to give you the lived experience of a provider setting up a PHO programme and focusing just on contracts.

So firstly, just about Dwell Housing Trust for those of you that don't know us, we are a registered Community Housing Provider. We celebrated our 40<sup>th</sup> anniversary in October this year, which was a wonderful milestone. We provide a range of housing services; social public housing, and what we call shared living. So, we facilitate individual adults to live together, we manage some whare for a small whenua trust, and we have our shared home ownership programme.

We began our shared home ownership programme around 2012/13. There was an opportunity for us to be part of a redevelopment programme in Pomare in Lower Hutt. Housing New Zealand, as they were at the time, sold a lot of property to a private developer. And one of the conditions of that redevelopment was they wanted mixed tenure housing, so a variety of different housing type, state housing, community housing, affordable rentals and of course the majority of it was private sales. So, Dwell at the time decided that we would do affordable rentals and shared home ownership. At that time getting whānau into their first home, the need was huge, and of course we all know what's happened since then. So, our journey actually wasn't a straightforward map leading from A to B, but rather a very complex juggle of contracts partners and a lot of work.

But anyway, with our programme, the first thing that we had to do, which some of the others have talked about today, was actually decide what kind of programme we wanted to run, who we wanted to house, what the needs of the community were. So that involved us talking to a lot of organisations

**Alison Cadman (Dwell Housing Trust):**

and doing a lot of research. And I want to acknowledge the Housing Foundation and Queenstown Lakes Community Housing Trust, who were great mentors at the time. And especially the amazing Julie Scott and her Chair at the time, who gave us a lot of their documents and agreements. While it was an amazing boost being able to move off with a lot of the work that they'd done, we still had to make those contracts, the documents, and the programme our own and it had to meet our needs as an organisation, and it had to meet the needs of the community and of course the needs of the whānau that we wanted to house.

One of the first things that we did was make sure that our lawyer could work with us on the programme and decide what basis. So actually, that was really one of the first contracts that we entered into. And I just want to say that one of the key partners for our community housing provider is your legal team. Our lawyers rewrote the agreements for us, and they made them at the time plain English which fitted in with our values of being accessible and clear language. And they also wrote the other agreements that we need and helped us with our policy development. I think another key for an organisation is really understanding the contracts and agreements that you have with all your partners. You don't understand them, then your whānau are not going to understand them and you're not going to be able to articulate to them very clearly. And of course, at this time we were entering into the contracts with the developer, so the person that we were buying the homes from. In this particular example we did turnkey homes, so the developer bought them and then of course we settled when the homes were finished.

One of our other projects, we built the homes as well and of course that's a whole other thing and a whole other webinar I think is happening on that side of it. So, we had an Agreement for Sale and Purchase with our developer and as others have touched on, this wasn't a standard Agreement for Sale and Purchase. It had to account for the relationship that we had with our bank, the relationship that we were going to have with whānau, and, of course, at the same time, we were having discussions with our bank and finding a bank that would support whānau in the programme. So, we had to make sure that our bank was comfortable with us doing the programme and we had to understand what their needs were. And we were also purchasing property, because we were going to do the affordable rental, so we were purchasing property for us and also purchasing property from the development that would be part of the shared home ownership programme. And then we had to find a bank that was willing to work with whānau. And at the time, thankfully for us, Kiwibank came on board, and then we had to again re-look at our contracts and Agreement for Sale and Purchase to make sure that they met their needs, and Steve went into this in more detail than I need to now.

So, I won't go into the work that we did with whānau, again I understand that's been another webinar. But once that we had whānau in the programme, then we had to work with them on the contracts that they needed to enter into with us and contracts they would have to enter into with their bank. So, Steve again touched on this, so the key contracts for us with whānau were their Agreement of Sale and Purchase, and again it wasn't a standard one. And then we had a property sharing agreement and that outlined what they could and couldn't do on the property, what their roles and responsibilities are, what ours were, and then we had the power of attorney and the mortgagee agreement which I don't need to go into too much detail.

And, of course, the other key stakeholder, a partner, in all this was Government. So, for us, we had to apply to Government to help us purchase the homes that we were renting but also to fund the share that the homeowner was not going to buy. At the time we did this programme with the Housing Innovation Fund which was administered by Housing New Zealand and the social housing unit, so the Social Housing Fund. So, once we had our PHO product, our agreement to buy the homes, the valuations of the homes, our financial modelling, we could make an application to Government for the funding that we needed. So, I think a very important consideration also is that you actually have to do



**Alison Cadman (Dwell Housing Trust):**

a lot of work before you can actually make an application for funding to Government. We entered into several agreements with Government and again that's another round of getting advice on the agreements, considering what our obligations were, what our accountability was going to be, then negotiating any changes that we needed before we could actually sign the agreements with Government. Particularly important is understanding the payments that are going to be made, and when they're going to be made. So, like progress payments for a developer, deposits, payment on settlement. And then after you've got through that stage, then also understanding what your compliance and reporting requirements are going to be.

So, once we got the funding, we then were able to sign up the households. And again, it was very important that whānau understood exactly what was happening. And so, we found early on that it was really useful to have the same lawyer that all whānau went to for advice because these were different, complex agreements. So, our lawyer and the other lawyer worked very closely together which just smoothed out that process quite significantly. That may or may not be possible for everybody, but it certainly worked very well for us. So, we really again had to establish those legal relationships.

So, as I have shown with this graphic, it was all a very tricky juggle. But the biggest juggle of all came at settlement time. So, we had to settle with the developer, we had to get settlement with the whānau, we had to get all our financing in place from Government, from banks, and so it's very important that you have that great relationship with all your partners. And also, that you have that very important ability to manage and understand and control. So good systems, good processes, good documentation is critically important.

So, it's easy to lose track of where you're at, what the time frames are, who's done what, who's signed what, so it's very important that you have to have those systems in place. And it's really important too that you have the resourcing. Setting up a programme is just as much work for two homes as it is for 20, 200, whatever. So, I think that's a critical thing. I'm running out of time rapidly, so the big takeaways for us are how important it is to have great relationships with your legal team, the banks, Government, everybody who's a player in this scenario, and again, you need the resources and the systems in place. And it is complex, so reach out for support and get as much resource and everything you can on board.

And why do it? I think it's an important question which we kept asking ourselves all the way through this, is that we created homes and we got people into home ownership and that's ever more important today, so it's worth the hard work.

I just threw this in here because I love this image. For me it's about all the different strands, weaving them and sewing them together to create the vision that you want. So, I'll leave it there, kia ora.

**Materoa Mar (Te Tihi):**

Thank you so much Alison, and congratulations to Dwell Housing on celebrating your 40 years. And such a lot of things to have been achieved and, obviously, as you say, it is hard work, but it's very worthwhile work so congratulations.

I just had a couple of questions, one is do you have whānau who couldn't settle their purchase at the same time as you settled with the builders and, if so, how was this managed?

**Alison Cadman (Dwell Housing Trust):**

Yes, we did. I think it's again really important that you have that good relationship with your banking partner, that you have some backups there. You need to make sure that these scenarios are covered in the contracts and agreements that you're signing up with whānau, and yes so, it's again just covering off the different scenarios that could happen during this time. It is a very dynamic situation, but I think again, good relationships, good support, good partners is key, and communication.

**Materoa Mar (Te Tihi):**

Thank you, Alison. Just one further question. You mentioned receiving Government funding through the Housing Innovation Fund and Social Housing Fund, what is Dwell's experience with the current PHO programme with the Ministry of Housing and Urban Development?

**Alison Cadman (Dwell Housing Trust):**

So just in terms of contracts, the contracts that we have used in our Own Well programme. Actually, I didn't mention that we call it Own Well at Dwell, is that we're not able to use those at the moment. I think Steve mentioned the importance of having those common documents throughout the sector, and also Kāinga Ora have got their contracts, so we're still working out what documents we can use and again. The Housing Foundation have offered us to be able to use their documents so there is that common shared document throughout the sector which is really important. And we've made an application to HUD to do progressive home ownership and we're still working through that with them.

**Materoa Mar (Te Tihi):**

Thanks so much Alison.

Well, whānau, that brings us to the conclusion of all our wonderful speakers this morning in helping to inform the housing continuum what sort of systems and processes exist, where we can just kind of lean on each other and take the opportunity for the wisdom to be shared for the benefit of whānau. So just maybe we've got about 12 minutes, I'm just going to quickly kind of whip around our panellists and ask if they have any final comment to make. So, I'll go to Steve first.

**Steve Atkinson (Westpac):**

Kia ora. I think, it's been a privilege to be here, and I think the quality of the speakers on this we've all complemented each other, so I think it's a very well-chosen topic. Because us working in this every day, it does seem very easy for us to understand the processes, but I know for new providers and whānau it can be very difficult. So, we are very keen to really, I mean, as you pointed out earlier on, Katharine, there is a lot of Māori land out there and it is a shame that we just couldn't open up some of that a lot easier, so that is one of our major focuses going into the New Year is how do we solve that problem. But thanks again for having me on here, I've thoroughly enjoyed it.

**Materoa Mar (Te Tihi):**

Thank you, Steve. Who would have ever thought that a session on contracts could be so riveting right? And as you said there is so much opportunity going forward. So over to you Katharine, any final comments?

**Katharine Taurau (Te Kooti Whenua Māori):**

Kia ora, like Steve, just like to also, very grateful for the opportunity to speak to these issues because it is something that we see in the Court a lot and knowing, just hearing a lot of the speakers, I've increased my knowledge a lot as well, in terms of what's available currently and I'm conscious that

that's not always the case. So really do take advantage whānau of what's happening at the moment with the funding and all the opportunities through these various Government agencies and, of course, great people like Alison and organisations that have focused on housing. In Tai Tokerau we have a massive need and what I would say to Māori landowners is keep asking the question, why and how. Because what I briefly went over was just a tiny snippet, but if you start to dig down into well so how do I do that and how can I do that, we're here as the Māori Land Court to help you with that and we also are in touch with other agencies, so we are more than happy to get alongside you and try and answer your questions, but don't stop asking your questions, that's probably my message. Kia ora.

**Materoa Mar (Te Tihi):**

Kia ora Katharine. So, remain to be the curious investigator so that it's always leading to something else.

**Katharine Taurau (Te Kooti Whenua Māori):**

Yes, you can do lots of different things with your whenua, so keep investigating.

**Materoa Mar (Te Tihi):**

Ka pai. Go hard whānau, keep asking those questions.  
Jason, I'll just come to you.

**Jason Lovell (Kāinga Ora):**

Tēnā koe Materoa. Thank you for hosting and tēnā kōrua ki ā koe, ki ā kōrua Jen, kōrua ko Kirby for organising this in the back of the scenes type of stuff and ki aku panellist's hoki. Steve, Alison, and Katharine. It's been great to be able to speak to First Home Partner and just talk to how we're actually going through and helping whānau to access our shared equity product. So, to anyone who's listening feel free to contact us, we're always looking for ways that Kāinga Ora can improve our offering, so my contact details and the team's contact details are there, so ki ā koutou hoki, tēnā koutou.

**Materoa Mar (Te Tihi):**

Kia ora Jason. Absolutely, all the details are there to make content, the whānau from the panel today have made themselves available so whānau take the opportunity to engage and get more knowledgeable. So over to you Alison, any final comments.

**Alison Cadman (Dwell Housing Trust):**

Kia ora. Not really, although I found it extremely hard preparing for the presentation, how you can condense a whole lot of work into five or 10 minutes and what are the issues. So, I'm more than happy if people want to contact us and kōrero outside of this webinar that would be fine. And one of the key players and partners I didn't mention is around the other support agencies that we work with, with whānau - budget advisory services, all those others, and even though they're not formal contracts, they are personal relationships contracts that are key to making the programme successful. And thank you for the invite to be here, I've not done a webinar before so really appreciate the opportunity. Kia ora.

**Materoa Mar (Te Tihi):**

Thank you, Alison. Yes, it's certainly a different sort of approach being on a webinar. But I just really wanted to reach out and just thank each and every one of you for all the knowledge that you've shared here today.

Most importantly, I want to also acknowledge the people who've been participants. Although we can't see you, we've really welcomed your questions and helping to make those pathways possible for whānau, so we're grateful for all the work that you do out there.

Also, as Jason said, just to acknowledge Te Matapihi, Jen, and Kirby, who are in the background but actually without them we wouldn't have been able to make this possible today. So ngā mihi ki a kōrua. On that note we've got six minutes to spare but we're going to give the gift of time back to everybody. So, it's been wonderful to meet you all, wonderful to be with you today and be together, and I wish you well for the rest of the week.  
Ngā mihi kia koutou, tēnā koutou.

# Questions & Answers

## Episode 7

### Key Contracts and Considerations

*These are the questions that were answered by the Panel in written format and therefore not included in the recorded transcription above.*

Questions	Answers
<b>A new build in Gisborne starts at \$800,000 plus how can the partnership work?</b>	First Home Partner will provide an equity contribution of the lesser of \$200k or 25% of the price. So, it'll help those with at least 5% deposit to bridge the gap to buy the home with the bank.
<b>Is it okay for whānau to buy through the Housing Foundation?</b>	Housing Foundation offer a shared equity product through the Housing provider pathway. It's similar to First Home Partner but as mentioned there are some differences.
<b>Can we have access to the appropriate or acceptable clauses by Kāinga Ora</b>	Certainly - there are clauses we require and then checks in the rest of the agreement. Our Sales and Purchase checklist covers the above.
<b>How long does the relationship last for in terms of follow up with whānau please?</b>	The expectation is the whānau buy back their share within 15 years. There is an allowance for this to continue up to 25 years however it depends on the circumstances at the time.
<b>Can these products apply to buy off the plans?</b>	Yes, First Home Partner is available for buying off the plan
<b>Can an example of suitable clauses be made available?</b>	Certainly - there are clauses we require and then checks in the rest of the agreement. Our Sales and Purchase checklist covers the above.
<b>What are the benefits for shared ownership and what was the purpose of the shared home ownership in the 1st place?</b>	Shared ownership enables a whānau that would not otherwise be able to buy a home, to get into home ownership. With accelerating house prices, the deposit requirement goes up, and First Home Partner can help by allowing a whānau with 5% deposit into a home. More information can be found on the Kāinga Ora website.

**As a developer is there a pack of information that can be handed on to prospective buyers that directs them to you to go through the process?**

Is this patai in relation to First Home Partner? If you email Kāinga Ora, we can put you in touch with someone who can help.

**Can you describe the Kāinga Ora term "new build" from Code Compliance Certificate i.e., for how long is the house considered "new build" e.g., 12 months from date of CCC?**

That's right, within 12 months off CCC. For example, 'off the plan' is prior to CCC so that's all good

**You spoke of the legislation as a vehicle for retaining Māori Land, why is it that we only have 5% left?**

The loss of the whenua has been through various Acts of Parliament, in the most part, post Te Tiriti o Waitangi, and has been documented in many Reports of the Waitangi Tribunal - these are available online in the Waitangi Tribunal website.

**How do I find out how I can succeed to my grandmother's shares in whenua Māori?**

If you go onto our website at: <https://maorilandcourt.govt.nz/your-maori-land/succession/>, this will give you information around succession to whenua Māori. Once you have looked at that and if you have questions around filing an application for succession, contact the court advisory team, for Taitokerau the email address is [mlctaitokerau@justice.govt.nz](mailto:mlctaitokerau@justice.govt.nz), so check your local MLC address for advisory enquiries.

**What do you do if a Trustee dies - can the Trust continue without having to replace the Trustee?**

The requirement for a quorum of trustees will be in the Trust deed, and it may be that a Special Meeting is held, or perhaps the election of a replacement trustee may be made at the next AGM. The Court should be advised that a trustee has passed away, see Application form: <https://maorilandcourt.govt.nz/assets/Documents/Fo-rms/MLC-Form-38-Application-to-add-reduce-replace-or-remove-trustees-202104.pdf>.

**When lending to whānau thru these various schemes, is it a different loan process for whānau, and do you charge additional fees / interest rates to whānau given the nature of the loans?**

No there is no difference in whānau going through the loan process - nor is there any difference in fees or interest rates.



**Te Tūāpapa Kura Kāinga**  
Ministry of Housing and Urban Development