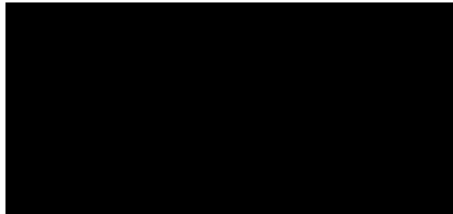


06 NOV 2019



Thank you for your email of 4 September 2019 to Kāinga Ora – Homes and Communities, formerly Housing New Zealand, requesting the following information under the Official Information Act 1982 (the Act):

I request a copy of all correspondence Housing New Zealand has received from KiwiBuild/HNZ home owners in regards to issues that have arisen from their homes. I am particularly after correspondence to do with maintenance and building issues of the home. The time frame for this request is from when the very first KiwiBuild/HNZ home owner moved into their KiwiBuild home. If this information has been received, I would also like to know if the issues have been responded to and addressed.

Please find attached to this response, copies of all correspondence from when the first purchase of a KiwiBuild home on a Kāinga Ora development was settled on 11 November 2018, to when your request was received, on 4 September 2019.

Kāinga Ora has identified four cases where home owners directly emailed its staff to raise concerns about their homes. Although none of the homeowners raised structural issues with their homes, they did ask for remedial work to be undertaken on areas such as carpet, paint work, plumbing, driveways, cabinetry, and guttering. Upon completion, all four homes have both a 12 month guarantee on workmanship and a 10 year Master Build guarantee.

For each of these four properties, Kāinga Ora acted as an intermediary, coordinating between homeowners and builders to ensure that remedial work was carried out. Aside from one property where remedial work is currently underway, the work assessed as necessary at the remaining properties has been completed.

In reviewing these cases, Kāinga Ora considers that it could have responded faster to the concerns of homeowners. To improve its response time to homeowners, Kāinga Ora is establishing a quality assurance team that will be dedicated to inspecting homes and coordinating remedial work between homeowners and builders.

Kāinga Ora has also been in contact with homeowners on its developments to advise them of its free phone number (0508 935 266) to raise any concerns or questions they may have about their homes.

Please note that for privacy reasons, Kāinga Ora has declined to provide you with information that may identify the homeowners or their builders under section 9(2)(a) of the Act to, 'protect the privacy of natural persons...' This information includes property lot numbers, street addresses, and contact details such as email addresses and phone numbers.

For commercial reasons, Kāinga Ora has also redacted the names of the building companies and their contractors mentioned in the emails under section 9(2)(b)(ii) of the Act, as making these available, 'would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information...'

I have considered the public interest in releasing this information. However, I have concluded that it does not outweigh the need to withhold it.

You have the right under section 28(3) of the Act to ask the Ombudsman to review my decision on your request. You can contact the Ombudsman by phone on 0800 802 602 or online at www.ombudsman.parliament.nz.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'J Scholes', with a horizontal line underneath it.

Jonathan Scholes
Acting Deputy Chief Executive, Construction and Innovation

From: s 9(2)(a)

Sent: Thursday, 15 November 2018 4:06 p.m.

To: Renata Latimer

Subject: s 9(2)(a)

Hi Renata


As discussed over phone other day, please find the attached photos.

I have come across the following issues at the house:

- Carpet hasn't been laid properly in few locations.
- Kitchen bench underneath hasn't been painted.
- Few gaps have been left between the bricks in exterior wall.
- Carpet is stained in few locations.

Regards

s 9(2)(a)



Released under the
Official Information Act

From: s 9(2)(a)
Sent: Tuesday, 15 January 2019 8:32 p.m.
To: Scott Holdsworth; Geoff Mills
Cc: s 9(2)(a)
Subject: RE: Kiwibuild - s 9(2)(a)

Hi Scott

Can you please look into this and advise if there is any concerned authority I can take this matter to?

I have been chasing s 9(2)(b)(ii) with no luck since last year November to get few issues remedied identified in newly built Kiwibuild property.

Time and day is given to me but their contractors do not even show which I feel is not acceptable.

I will highly appreciate your response.

Regards

S

Released under the
Official Information Act

From: s 9(2)(a)
Sent: Friday, 8 February 2019 1:30 p.m.
To: Scott Holdsworth; Geoff Mills
Cc: s 9(2)(a)
Subject: RE: Kiwibuild - s 9(2)(a)

Hi Scott

I am not sure what exactly you have done since I spoke to you last time because the situation is still same.

s 9(2)(b)(ii) have not arranged anyone to come and fix the issues at property.

It was November 2018 when I notified them for the first time and now we are in February 2019. This is just pathetic!

s 9(2)

Released under the
Official Information Act

From: s 9(2)(a)

Sent: Tuesday, 30 July 2019 3:01 p.m.

To: Giles Tait

Subject: Re: Fw: s 9(2)(a)

Giles

FYI

s 9(2)(a) has been to the property today and has confirmed the ceiling is in much worse state. He has now arranged a different painter through [REDACTED].

I hope this is the last time I am going through this.

s 9(2)(a)

From: s 9(2)(a)

Sent: Monday, 29 July 2019 11:41 AM

To: Giles Tait

Subject: Re: Fw: s 9(2)(a)

Hi Giles

I am available tomorrow from 12:30pm onwards.

Regards

s [REDACTED]

On Jul 27, 2019 at 11:23 AM, s 9(2)(a) wrote:

Hi Giles

Please refer to the email below and the attached photos.

Lounge ceiling is in worse state than before after the supposed best painter of s 9(2)(b)(ii) has worked on it.

Regards

s 9(2)(a)

From: s 9(2)(a)

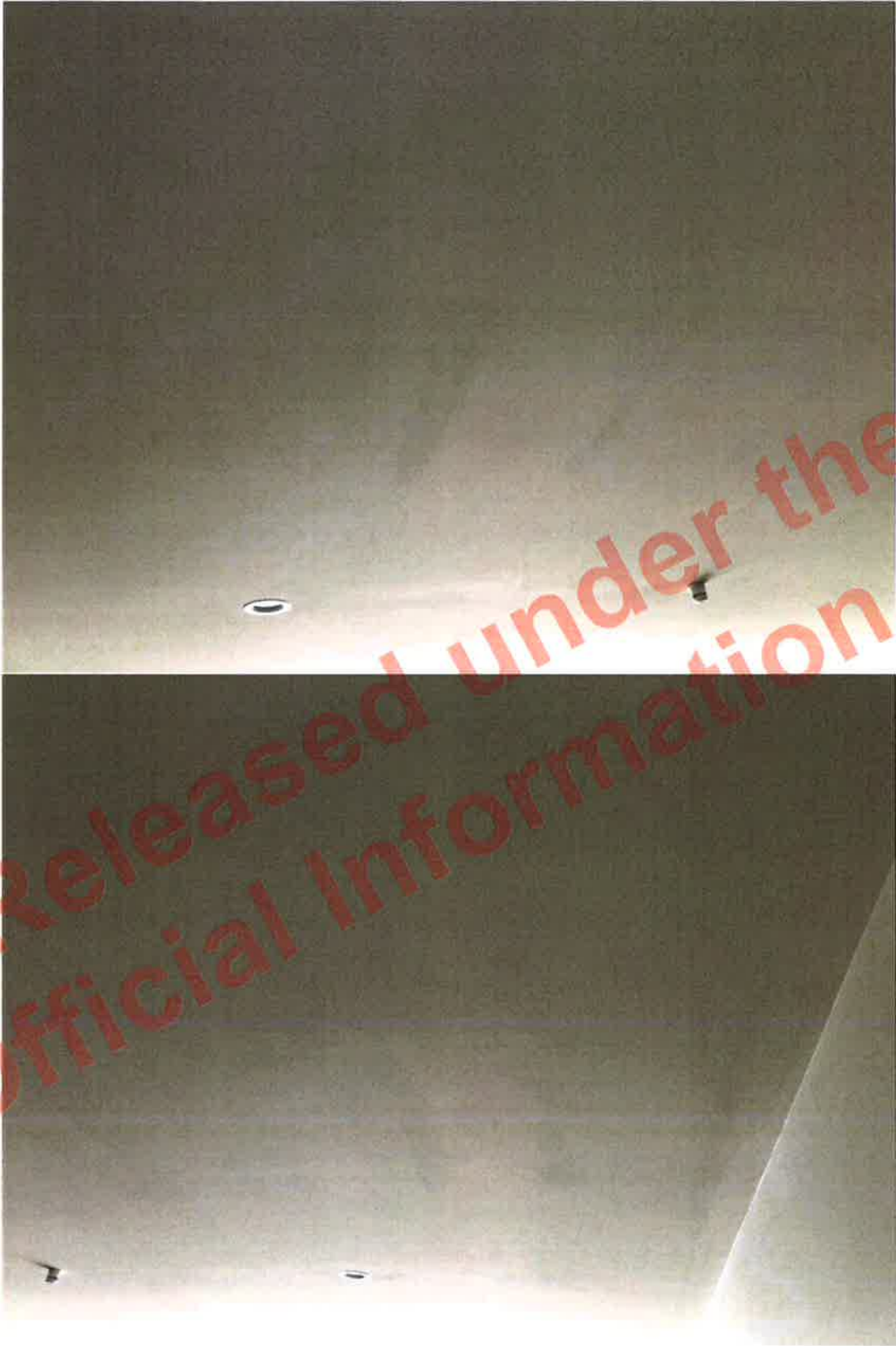
Sent: Friday, 26 July 2019 5:15 PM

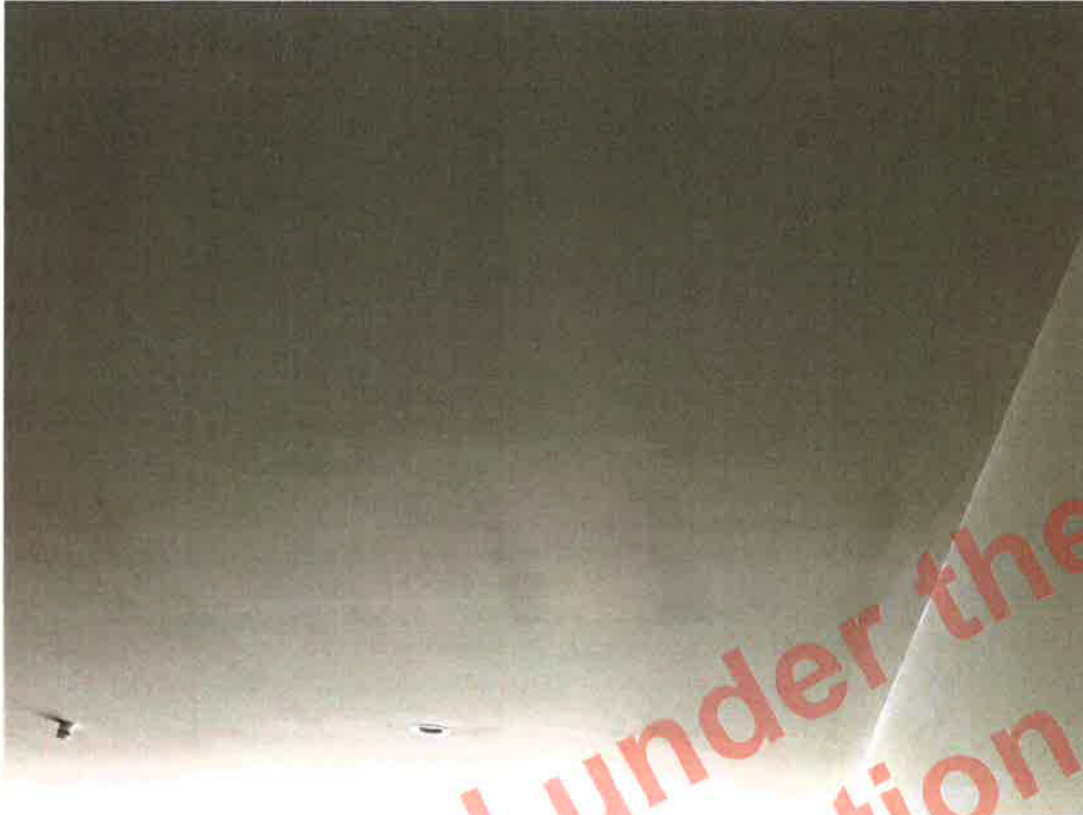
To: s 9(2)(a)

Subject: Re: s 9(2)(a)



Released under the
Official Information Act





Hi [REDACTED]

Thank you for dropping by other day.

Please find attached photos of the finished ceiling by your painter. I do remember you asking [REDACTED] to get his best guys to complete the job; However it was the same painter [REDACTED] again who I have no problems with as he is a very polite person. But I am not very confident about his painting skills with all due respect.

Upon my questioning about the marks and different shades, he stated it was a plastering issue and the paint bucket provided to him was quite old losing it's colour quality and also was not enough to do more than one coat.

My question to you is why [REDACTED] did not pick these issues while on site with you and sent his half prepared sub contractor to complete the job?

I hope you understand that I take time off from work every time to provide access.

Regards

[REDACTED]

From: s 9(2)(a)

Date: 8 July 2019 at 9:05:38 PM NZST

To: "info@kiwibuild.govt.nz" <info@kiwibuild.govt.nz>, "Adrienne.Young-Cooper@hnzc.co.nz" <Adrienne.Young-Cooper@hnzc.co.nz>

Subject: s 9(2)(a)

Dear Adrienne

I am writing to you with a hope to put a closure on this ongoing saga of several months. I understand you are listed as one of the directors for Housing New Zealand Build Limited (Vendor in Sales & Purchase Agreement).

This new build property was settled on s 9(2)(a). Upon settlement various maintenance issues were identified and liaised to your builder s 9(2)(b)(i) who have failed to deliver on implied warranties. I am unsure how they are allowed to build further new houses for Kiwibuild before even addressing the legacy issues.

Many of my requests have fallen on their deaf ears and I ended up spending out of my pocket to resolve the maintenance issues which should have been covered under new build implied warranties.

The plaster & paint workmanship is appalling throughout whole property and nowhere close to the standards of a new build. I have been extremely patient with your builder for last 7 months to remedy this issue. However my patience is being taken for granted. Their cheap quality subcontractors have further ruined the walls & ceiling throughout whole house while completing the remedial work.

I do not wish to further engage in this time wasting exercise with s 9(2)(b)(ii). Can you please advise why I should not hire my own professional painter to complete the remedial work and invoice you?

You are welcome to send your representative to inspect this property.

I look forward to hearing from you.

Regards

s 9(2)(a)

Released under the Official Information Act

-----Original Message-----

From: s 9(2)(a)

Sent: Friday, 30 August 2019 1:01 p.m.

To: Giles Tait

Subject: s 9(2)(a) Drain Problem

Please find attached a couple of images that may be helpful in solving our drainage problems.

Image 1. shows a black rubber seal insert which is installed in the drain in the laundry downstairs but has not been installed in both the bathroom and toilet drains as shown in Image 2 - so we are exposed to the stagnant water and smell in both of these areas

Image 3 shows a piece of building material that was left in the bathroom drain. There was a significant amount of fungus build up in this drain and we believe that there may be further material in the drain we cannot see.

It is 1pm and we still have not heard from the plumber or s 9(2)(b)(ii) to confirm if they intend to come today.

Kind regards

s 9(2)(a)



-----Original Message-----

From: s 9(2)(a)
Sent: Wednesday, 4 September 2019 1:07 p.m.
To: Barbara Hughes
Subject: Re: s 9(2)(a) Transfer Request for Master Build Guarantee

Hi Barbara

we are working on getting a signed scan of the Request For Transfer form to you -we do not have a scanner but will get on to it as soon as practicable.

As s 9(2)(a) mention we are having difficulty getting a few issues remediated - some issues have been outstanding for 2 and 1/2 months now. We have contacted HNZ -Giles Tait, s 9(2)(b)(ii) and info at KiwiBuild - If I hear nothing by the end of the week I will try Government Ministers, Fairgo and the media.

Below are a copy of the most recent emails I have sent to HNZ, s 9(2)(b)(ii) and Kiwibuild.....

To Giles Tait -HNZ

Further to s 9(2)(a) telephone conversation with you this morning we are emailing to confirm the issues/problems we have with the house.

1. The drain in the bathroom from the basin is not draining properly (blocked). We discovered and removed what appears to be a loose bit of black circular plastic or rubber floating in the drain, but the drain is still not draining properly And there is a significant bad smell.
2. The fractured overflow pipe in the kitchen sink has not yet been replaced. This was reported just after we moved in. s from s 9(2)(b)(ii) made a further call to the plumbers in the week he was leaving his position but we ourselves have heard nothing from the plumber since they applied the temporary fix over well over 2 months ago.
3. We are aslo wanting to know and have checked what "gap" if any should there be between the inside wall and the top of the front door frame. We have discovered a gap between the two which I can fit all the fingers of my hand in. A gap of approx 1 - 1.5cm at the top of the frame to the wall.

Kind regards

s 9(2)(a)

Released under the Official Information Act

To s 9(2)(a) - s 9(2)(b)(ii)

Hello,

We are hoping to have some outstanding issues with our Kiwibuild home resolved. Giles Tait from Housing New Zealand said he has emailed both the builders and the plumbers approximately Wednesday last week regarding our issues.

Issue 1 which was first reported just after June 14 when we first moved in is a fractured overflow pipe in our kitchen sink unit. plumbers attended in June and applied silicone as a temporary fix and said they would procure a new overflow pipe - it has been well over two months and we are still waiting for this to be replaced.

Issue 2. Building material was left inside the floor drain in our bathroom and fungus and a very bad smell developed. We had to clean this out but are concerned that further material remains in the drain. Also there is a black rubber trap/water seal in the laundry drain which prevents a back flow and odours but there are none in the toilet and bathroom - and we get a smell in the bathroom. Could we please have these rubber seals for the bathroom and toilet and have the drain checked for material left by the plumbers.

Issue 3. one of the bedroom doors does not shut properly as the metal catch is faulty - if it is closed any footsteps creates a rattle.

Issue 4 We are also wanting to have checked what "gap" if any should there be between the inside wall and the top of the front door frame. We have discovered a gap between the two which I can fit all the fingers of my hand in. A gap of approx 1 - 1.5cm at the top of the frame to the wall which does not seem plumb.

Issue 5. There was a constant tapping in the range hood - the electrician removed two plastic flaps as a solution. However this has now created a cold draught on the colder windier days and nights. s 9(2)(a) was due to be on site to oversee the work but the electrician did the job before s 9(2)(a) arrived. s 9(2)(a) said he would have preferred that the issue was fixed properly not just a temporary fix.

Kind regards

s 9(2)(a)

To Info at Kiwi Build

Hello,

I am hoping this email can be forwarded to the relevant person of influence who can help my mother, or at least contact her with further advice.

My mother is having a few issues with her Kiwi Build home. These issues or concerns could be potentially resolved very easily by the builders s 9(2)(b)(ii) but they are not responding to our calls or emails or those of the Housing New Zealand representative Giles Tait.

For example we have been waiting over 2 months for a fractured overflow pipe in the kitchen sink to be replaced. Last Wednesday we called and emailed Giles Tait regarding building material left in our bathroom drain causing fungus growth and a bad smell - this is not the best s 9(2)(a) He emailed s 9(2)(b)(ii) and we also called and emailed again yesterday but have heard nothing. My mum cleaned the drain of stagnant water and fungus herself but she is concerned there may be further material left in the drain.

We are hoping someone will contact and help us by the end of the week - but as I mentioned an issue has been outstanding for over 2 months now so we do not hold a great deal of hope.

Our question is where do we go from here for help if we receive no communication or help from s 9(2)(b)(ii) by the end of the week.

Most issues are easily remediated but the lack of communication and time delays are extremely frustrating. I can only think we should contact our local MP, Ministers, Fair Go and the media. The NZ public need to know this is what happens when you buy Kiwibuild and encounter any issues.

Could some please contact s 9(2)(a)

----- Original message -----

From: s 9(2)(a)

Date: 29/08/19 9:25 AM (GMT+12:00)

To: Giles Tait

Subject: KiwiBuild s 9(2)(a)

Further to s 9(2)(a) telephone conversation with you this morning we are emailing to confirm the issues/problems we have with the house.

1. The drain in the bathroom from the basin is not draining properly (blocked). We discovered and removed what appears to be a loose bit of black circular plastic or rubber floating in the drain, but the drain is still not draining properly And there is a significant bad smell.

2. The fractured overflow pipe in the kitchen sink has not yet been replaced. This was reported just after we moved in. s 9(2)(a) from s 9(2)(b)(ii) made a further call to the plumbers in the week he was leaving his position but we ourselves have heard nothing from the plumber since they applied the temporary fix over well over 2 months ago.

3. We are also wanting to know and have checked what "gap" if any should there be between the inside wall and the top of the front door frame. We have discovered a gap between the two which I can fit all the fingers of my hand in. A gap of approx 1 - 1.5cm at the top of the frame to the wall.

Kind regards

s 9(2)(a)

Released under the
Official Information Act

-----Original Message-----

From: § 9(2)(a)
Sent: Friday, 28 June 2019 11:00 a.m.
To: Giles Tait
Cc: Willie Theron
Subject: Re: § 9(2)(a) [UNCLASSIFIED]

Hi Giles,

on behalf of my § 9(2)(a)) and myself, thank you very much for your help to date we really appreciate it.

As § 9(2)(a) mentioned last Friday we have issues with the carpet in our stairwell. So far we have discovered that 6 of the 14 stairs have carpet tacks/nails that are facing up. This obviously presents a significant hazard which makes it very difficult to navigate the stairs safely and comfortably. The carpet also does not meet the edges smoothly on at least as many of the stairs and appears to be improperly fitted. You can see yellow rubber in these areas. Attached Image 1 is a sample of where the upward facing carpet tacks are located. Sample Images 2 - 6 show where the carpet is frayed and does not meet the edges.

Also to protect ourselves (in the event the plumber does not return) we would also like to note on record that a plastic overflow pipe on our kitchen sink unit has a hairline fracture. A plumber acting on behalf of the builder has temporarily sealed it with silicon last Friday (21.06.19) while they procure a replacement from the manufacturer. We are awaiting this to be fixed properly. Image 7 shows the grey overflow pipe with the problem.

Again I thank you for your help to date and sincerely hope that you can help us get the outstanding issues resolved.

Kind regards

§ 9(2)(a)



From: § 9(2)(a)
Sent: Tuesday, 3 September 2019 2:50 p.m.
To: Barbara Hughes
Subject: § 9(2)(a) - Transfer Request for Master Build Guarantee -
Terms and conditions

Hi again Barbara,
I have the forms ready to go, but need some clarification as to one section in the T & C:

The New Owner of your Property must fill out and sign a Request for Transfer form. By doing so, they will be deemed to:

- have made a full inspection of the home; and
- have accepted that we will not be liable for any Defects that could have reasonably expected to be discovered during that inspection.

There are a couple minor defects at the property that I would expect the building guarantee to cover. Does signing the request for transfer mean that I can't request these matters to be fixed? I was under the impression that there is a year's guarantee on the workmanship.

Thanks for your advice, and Kind Regards,

§ 9(2)(a)

Released under the
Official Information Act

From: § 9(2)(a)
Sent: Tuesday, 16 April 2019 5:42 p.m.
To: Willie Theron
Cc: § 9(2)(a); Giles Tait
Subject: § 9(2)(a)

Hi Willie

Thanks for your time on the phone.

As discussed we are dealing with the last 2 Major issues from the construction of § 9(2)(a), and one issue that is a new issue that has happened since we have been living in the property. The interruptions caused by contractors visiting is really starting to wear on me and has become quite disruptive to my working from home, we are averaging 3 days a week with a contractor here, and I am over it.

Windows

The glass on most of the panes downstairs is heavily scratched. This appears to be from attempting to clean the overspray on the glass from when the painters *cut open the masking to allow fresh air in* (Painters words not mine). Regardless of how this happened, which I am extremely sick of debating, it is not an isolated incident. These scratches are also visible in § 9(2)(a).

§ 9(2)(a) has requested to meet the manager of the Joinery company here tomorrow to try and ascertain which windows he should have to replace and what are acceptable, he has already mentioned to me two windows he believes don't need to be replaced. As mentioned to you, as this is a widespread issue throughout the house, any glass scratched in this way I consider damage by negligence and request these panes be replaced.

I appreciate there is a cost to this but this is an issue § 9(2)(b)(ii) need to deal with internally and ascertain the culprit and how they are going to recuperate this cost. Rather than giving me reasons why it couldn't have or shouldn't have happened, I need § 9(2)(b)(ii) to take ownership and get this issue resolved ASAP

I note § 9(2) visited to assess for repair, however, the technician made it clear these windows could not economically be repaired, nor could they be repaired to "perfect" condition. Novus also highlighted some defects in these glass panels, and having done his apprenticeship for the company § 9(2)(b)(ii) who manufactured the glass panels (supplied to the joinery company), was confident these should be replaced under warranty. Again this is an internal issue and I see no reason why these panels cannot be assessed by the manufacturer after they replaced and the issue of recuperation be discussed then without me getting stuck in the middle, and further delaying the repair.

I have attached a schedule of panes that are damaged, this is in addition to the 4 panes already replaced.

Carpet

A carpet layer has inspected the carpet and has determined that the lumps have been caused by hard pieces in the underlay. I have spoken with Flooring NZ association and they have advised me that this is a defect in the underlay and the onus should be on the flooring company to remedy this issue, as it is not fit for purpose.

§ 9(2)(a) has requested I take this issue up directly with HNZC, as he cannot personally feel the lumps, however, he has seen and felt the hard piece removed by the carpet layer.

Please advise what the next steps are in this matter.

Bathroom

This is a new issue, rather than a "Snag" - the floorboard around the toilet has lifted and required the lino removed to remedy. This is further disruption to our household however I trust § 9(2)(b)(ii) will fix this to a high standard as it is a clear cut warranty issue.

We truly are looking forward to living and enjoying our home without the constant interruption of contractors. I hope these quality control issues are taken on board for the future Kiwibuild houses - and we do look forward to meeting our Kiwibuild neighbours when these are completed.

Thanks for your time on these matters

§ 9(2)(a)

From: § 9(2)(a)
Sent: Friday, 3 May 2019 1:43 p.m.
To: § 9(2)(a)
Cc: Willie Theron; Giles Tait; § 9(2)(a)
Subject: Re: Bump in Bathroom Floor

Hi § 9(2)(a)

Thanks for your email, § 9(2)(b)(ii) layer did a great job getting this issue resolved.

Just wanted to note that we still have the issue of the carpet to resolve as discussed - § 9(2)(a) from the § 9(2)(b)(ii) has been on leave and is following up with underlay manufacturer Today.

§ 9(2)(a)

From: § 9(2)(a)
Sent: Tuesday, 13 August 2019 2:56 p.m.
To: Willie Theron
Cc: Giles Tait
Subject: Re: Bump in Bathroom Floor

Hi Willie

Nice chatting with you today. As you have seen the grass and taken a photo can you please see what you can arrange - again not asking for ready lawn - just the grass up to higher standard as the seed never took/ was not enough seed to start with.

Also a reminder we are still waiting on the Guarantees. Can you send a copy to this email address please.

§ 9(2)(a)

On Fri, May 3, 2019 at 1:49 PM § 9(2)(a) wrote:
Hi Willie.

I'd also like to follow up on the Grass - as per my original snag list this grass is patchy and is uneven with soft spots when walking on it. As I mentioned we were assured at the time of sale the finish would be the standard of the Display unit at § 9(2)(a)

When we discussed this at the property you mentioned you were going to discuss this with Giles and revert.

§ 9(2)(a)

Released under the
Official Information Act

From: § 9(2)(a)
Sent: Tuesday, 16 April 2019 9:23 p.m.
To: § 9(2)(a)
Cc: Willie Theron; § 9(2)(a) Giles Tait
Subject: RE: § 9(2)(a)

Hi § 9(2)(a)


I do not want to get drawn into arguments, we are trying to resolve all your issues, I am just surprised at your comments & tone on some items is all.

Warranty items are easy, hence the quick vinyl decision, others that arise as time go's on are not so simple but can be sorted.

I will certainly close out all your snags in writing once we have all resolved & good resolutions so best maybe don't pre-empt – let's do the check tomorrow and thereafter make the call.

Regards

§ 9(2)(b)(ii)



Released under the
Official Information Act

s 9(2)(a)
From: [REDACTED]
Sent: Tuesday, 16 April 2019 9:07 PM
To: s 9(2)(a)
Cc: Willie Theron <Willie.Theron@hnzc.co.nz> s 9(2)(a)
Giles.Tait@hnzc.co.nz
Subject: Re: s 9(2)(a)

s 9(2)(a)

I was asked to outlay my concerns by Willie and have done so. When we last met you made it abundantly clear that I didn't purchase the house from s 9(2)(b)(ii) and I should take my concerns up with HNZC.

The windows a big sticking point and based on our last visit and my experience with s 9(2)(b)(ii) we are unlikely to agree.

If it were a singular window with a slight scratch I'd be willing to accept a ruling such as this window is up to spec per x AS/NZ standard. However in this case there is a clear damage across all the mentioned windows, which accounts for over 50% of the panes in this house, remember we are not talking one small scratch, most of the damaged windows are deep, long scratches in multiples.

I'm really after build partners to front up, accept the damage has been caused by a subcontractor and do what's right by the customer and replace the damaged glass. Not trying to find a loophole in the standard to get out of replacing a few panes that were clearly damaged in the same manner.

Regardless both the window issue and the carpet issue I have had nothing aside from a verbal comment from yourself stating this is to standard. I have had nothing in writing nor any evidence of said standard.

Regards
s 9(2)(a)

Released under the
Official Information Act

From: s 9(2)(a)
Sent: Wednesday, 17 April 2019 1:06 p.m.
To: s 9(2)(a)
Cc: Willie Theron; s 9(2)(a) Giles Tait
Subject: Re: s 9(2)(a)

Hi s 9(2)(a)

Thank you for your visit today and agreeing to replace the 9 panes per my last email. As discussed, could I please have some notice when the Glaziers are to come to fit the glass.

s 9(2)(b)(ii) has been in touch and is arranging a visit from the underlay supplier. If we can have yourself and Willie present for this that would be great as I really want to get this issue resolved.

Regards

s 9(2)(a)

Released under the
Official Information Act