

Serial Number 1942/176

**THE HOUSING REGULATIONS 1942**

C. L. N. NEWALL, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 10th day of
June, 1942.

Present :

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

PURSUANT to section 34 of the Housing Act, 1919, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

REGULATIONS.

PRELIMINARY.

1. These regulations may be cited as the Housing Regulations 1942.
2. These regulations shall come into force on the day following notification in the *Gazette* of the making hereof.*
3. The regulations made by Order in Council dated the 31st day of March, 1921†, are hereby revoked.

INTERPRETATION.

4. In these regulations—
 - “The Act” means the Housing Act, 1919 :
 - “The Board” means the Board of Management of the State Advances Corporation of New Zealand :
 - “The Corporation” means the State Advances Corporation of New Zealand :
 - “Dwelling” means any dwelling erected on land set aside or purchased under the Act, and includes the land on which the same is erected or held, and also includes all outbuildings, fencing, and water, lighting, sanitary, and drainage arrangements appurtenant or necessary to such dwelling :
 - “The Minister” means the Minister of Finance.

DISPOSAL OF DWELLINGS BY SALE.

5. Every applicant for the purchase of a dwelling under the Act shall furnish such information and make such declarations in support of his application as may be required by the Board.

* See end note.

† *Gazette*, 14th April, 1921, Vol. I, page 899.

6. Every application shall be accompanied by the sum of £1, which on the approval of the application shall be deemed to be in part payment of the deposit required by the Act.

7. Should any application be withdrawn by the applicant or declined by the Board, the deposit paid or any portion thereof may at the discretion of the Board be refunded to the applicant.

8. Every agreement to purchase shall be in the form Adv. 261 in the Schedule hereto, and shall contain such further and other terms and conditions of purchase as the Board may think fit.

9. (1) Should any dwelling be destroyed or damaged by fire, earthquake, flood, tempest, or other cause the amount (if any) received by the Corporation by way of insurance may be applied towards the cost of rebuilding or restoring such dwelling: Provided that in lieu of re-erecting or restoring the dwelling the Board may by agreement with the purchaser cancel the agreement to purchase and may thereupon refund to the purchaser such proportion as may be agreed upon of the amount paid by the purchaser on account of principal.

(2) If the occupation of any dwelling has necessarily ceased by reason of such damage or destruction, the payment of such portion of the instalment of principal due under the agreement as the Board may think fit, taking into consideration any insurance-moneys available, may be suspended by the Board until the dwelling has been re-erected or restored, and the currency of the agreement to purchase shall be extended accordingly.

10. (1) The purchaser of a dwelling on which the whole of the purchase-money has not been paid shall reside therein, and should he fail so to do the Board may cancel the agreement to purchase in the manner hereinafter provided.

(2) Notwithstanding anything contained in clause (1) of this regulation, the Board may at any time in writing permit a purchaser to absent himself from his dwelling and may permit such purchaser to let the dwelling during his absence to a person approved by the Board for such term, at such rental, and on such conditions as the Board may think fit.

11. The notice prescribed in section 19 of the Act shall be in the form Adv. 262 in the Schedule hereto and shall set out the grounds upon which the Board proposes to act. If within the period stated in such notice the purchaser has not to the satisfaction of the Board remedied the default or otherwise complied with the requirements of the Board and given to the Board satisfactory assurance as to the future observance of the terms and conditions of his agreement, the Board may cancel the agreement, and the Corporation shall thereupon notify the purchaser of such cancellation in the form Adv. 263 in the Schedule hereto.

12. The cancellation or other termination of an agreement shall not in any way affect any right or remedy on the part of the Corporation to recover any moneys due, or otherwise release the purchaser from liability for anything done or omitted to be done by him in respect of his agreement.

13. (1) Every application for the consent of the Board to the disposal of a dwelling pursuant to section 22 of the State Advances Corporation Act, 1936, shall be in such form as may be required by the Board.

(2) Should the Board consent to any sale, assignment, or other disposition of the purchaser's interest in a dwelling, an agreement shall be entered into by the Corporation, the assignor, and the assignee and annexed to the original agreement to purchase in the form Adv. 264 in the Schedule hereto, and the assignor's interest in the dwelling shall be deemed to be assigned to the assignee only when the agreement has been duly executed.

(3) Should the Board consent to any lease or mortgage of the purchaser's interest in a dwelling, a certificate of such consent shall be endorsed by the Corporation of the original agreement to purchase in such form and on such terms as the Board may think fit.

DISPOSAL OF DWELLINGS BY WAY OF LEASE.

14. Every applicant for a lease of a dwelling, shop, or other building under the Act shall furnish such information and make such declarations in support of his application as may be required by the Board.

15. The Board may grant such rebates as it thinks fit in respect of each tenancy of a dwelling to a tenant who has performed to the satisfaction of the Board the conditions of the tenancy, including the payment of rent within the period specified in the tenancy agreement, or such extended time as may be approved by the Board.

16. On the termination of a lease of a dwelling the Board may in its discretion pay to the outgoing tenant by way of compensation for such improvements as he may have effected at his own expense a sum not exceeding in the opinion of the Board the increase in the value of the dwelling for the purposes of the Act caused by such improvements.

FINANCIAL ASSISTANCE TO PURCHASERS.

17. (1) Should the Board approve any application for a loan under section 23 of the Act, the purchaser shall enter into an agreement with the Corporation in the form Adv. 265 in the Schedule hereto, which shall contain such further and other terms and conditions as the Board may think fit.

(2) All moneys so advanced shall, together with interest thereon at a rate to be fixed by the Minister, be repaid in instalments extending over such period as the Board may determine :

Provided that the period of repayment shall not exceed the remaining portion of the original term of the agreement.

SCHEDULE.

[Form Adv. 261.]

AGREEMENT TO PURCHASE A DWELLING.

(Under Section 15 of the Housing Act, 1919.)

MEMORANDUM OF AGREEMENT made the day of, 19.. between THE STATE ADVANCES CORPORATION OF NEW ZEALAND (hereinafter called "the vendor") acting for and on behalf of His Majesty the King of the one part and [Name in full] of [Address and occupation] (hereinafter called "the purchaser") of the other part WHEREBY it is agreed as follows :—

1. That the vendor will sell and the purchaser will purchase the land, dwelling and other erections described in the Schedule hereto.

2. That the full purchase-price shall be the sum of £..... and shall be paid and satisfied as follows:—

(1) The sum of £..... has been paid by way of deposit and in part payment of the purchase-money as is hereby acknowledged.

(2) The sum of £..... shall be paid to the vendor by the purchaser together with interest thereon at the rate of pounds shillings and pence (£.....) per centum per annum by instalments of £..... (consisting partly of principal and partly of interest) extending over a period of years the first of which instalments shall be payable by the purchaser on the day of, 19.. Such payments shall be made at such place as the vendor may from time to time direct.

3. That at the end of every period of six months (the first of which shall commence on the date of possession) provided the purchaser has paid all instalments of purchase-money and interest payable in respect of that period on or before the due date of payment or within seven days after the due date he shall be entitled to a rebate of an amount equal to the difference between the amount actually paid by him in respect of that period and the amount that would have been payable in respect of the same period if the rate of interest had been one-half per centum per annum less than the fixed rate.

4. That the purchaser shall be deemed to have entered into possession on the day of, 19..

5. That the purchaser will from the date of entering into possession and from time to time so long as any money remains owing under this agreement well and substantially repair and keep in good and substantial repair and condition the said dwelling and other erections (hereinafter called "the said premises") for the time being on the said land, and shall be liable for the cost of all repairs, additions and alterations to the said premises, including such repairs, additions and alterations as may be found necessary in connection with the water-supply, drainage, lighting, fencing and roading, and to comply with the requirements of the local authorities or for any other purpose whatsoever and will every five years during the continuance of this agreement paint in workman-like manner all the outside (including the roof) woodwork and ironwork of the said premises with two coats of proper oil colour, and the vendor shall at all reasonable times be at liberty by its agents or servants to enter upon the said land to view and inspect the said premises.

6. That the purchaser will at all times duly and punctually pay and discharge all rates, taxes, charges, assessments, impositions and outgoings rated, charged, assessed or imposed upon or payable by the purchaser in respect of the said land and premises, and on failure of the purchaser so to do, the vendor may pay the same or such part thereof as it thinks fit.

7. That the purchaser will forthwith insure and so long as any moneys remain owing hereunder will keep insured the said premises for the time being situate on the said land against loss or damage by fire, earthquake, flood, tempest or other cause, such insurance to be effected in the name of the vendor in the State Fire and Accident Insurance Office and to be for the full insurable value of the said premises, and will deliver the policy or policies of such insurance to the vendor who shall be entitled to the exclusive custody thereof, and will duly and punctually pay all premiums and sums of money necessary for the purpose of keeping every such insurance on foot and will not later than the forenoon of the day on which any premium falls due deliver the receipt thereof to the vendor, and on failure of the purchaser to pay any such premium it shall be lawful for but not obligatory on the vendor to pay the same.

8. That no structural alteration to the said premises shall be made by the purchaser except with the consent of the vendor.

9. That the purchaser shall comply with the by-laws of the local authority and shall on the request of the local authority or any other competent authority abate or cause to be abated any nuisance existing in respect to or arising from the said land or premises.

10. That if the purchaser falls into arrear with any payments due by him in respect of the said land or premises the vendor may give him notice in writing that interest at the rate mentioned in clause 2 (2) hereof shall be charged on all such arrears and such interest shall thereupon be payable in accordance with the notice as from the date payment of the amount in arrear was due.

11. That in the event of the purchaser being unable or failing to carry out any work required in accordance with clause 5 of this agreement to the satisfaction of the vendor within the time specified in a notice in writing from the vendor and served upon him or delivered at the said dwelling, it is expressly agreed that the vendor may have the work done or may cancel this agreement.

12. All moneys paid by the vendor under the provisions of clauses 5, 6, 7 or 11 hereof shall be added to the purchase-price and the purchaser shall repay the same together with interest at the rate mentioned in clause 2 (2) hereof on demand or by such instalments as the vendor may require.

13. That this agreement is entered into subject to the provisions and conditions relating thereto contained in the Housing Act, 1919, and its amendments and the regulations thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names the day and year first above written.

SCHEDULE.

(1) Land: All that parcel of land containing more or less being

(2) Plan:

(3) Description of dwelling and other erections:

THE COMMON SEAL of THE STATE ADVANCES CORPORATION OF NEW ZEALAND was by the authority of a resolution of a Committee of the Board of Management authorized by the said Board for the purpose hereunto affixed in the presence of—

....., Member of Board of Management.

..... (being an officer appointed by the Board of Management).

SIGNED by the said [Name in full] in the presence }
of— } Purchaser.

[Form Adv. 262.

NOTICE OF INTENTION TO CANCEL AGREEMENT TO PURCHASE.

To

PLEASE take notice that it is the intention of the Board of Management of the State Advances Corporation of New Zealand to cancel the agreement to purchase under the Housing Act, 1919, dated the day of, 19.., at the expiration of one month from the date hereof, upon the following grounds— viz.,—unless within that period you have to the satisfaction of the Board fulfilled all the terms and conditions in default or otherwise complied with the requirements of the Board, and given to the Board satisfactory assurance as to your future observance of the said terms and conditions.

Dated at, this day of, 19..

Branch Manager.

[Form Adv. 263.

NOTICE OF CANCELLATION OF AGREEMENT TO PURCHASE.

To

IN accordance with the notice sent to you dated the day of, 19.., notice is hereby given that the Board of Management of the State Advances Corporation has cancelled the agreement to purchase under the Housing Act, 1919, dated the day of, 19.., and that you are required to give up possession of the said dwelling within days from the date of this notice.

Dated at, this day of, 19..

Branch Manager.

[Form Adv. 264.

ASSIGNMENT.

MEMORANDUM OF AGREEMENT made the day of, 19.. between THE STATE ADVANCES CORPORATION OF NEW ZEALAND (hereinafter called "the Corporation") on behalf of His Majesty the King for the purposes of the Housing Act, 1919, of the first part [Name in full] of [Address and occupation] (hereinafter called "the assignor") of the second part and [Name in full] of [Address and occupation] (hereinafter called "the assignee") of the third part WHEREAS the assignor is desirous of assigning to the assignee his interest in the land and dwelling described in the within-written agreement to purchase dated the day of, 19.. AND WHEREAS the assignee is willing to undertake all the duties and obligations of the assignor under the said agreement AND WHEREAS there is owing under the said agreement the sum of £..... as at the day of, 19.. AND WHEREAS the Board of Management of the Corporation has consented to the said disposition pursuant to section 22 of the State Advances Corporation Act, 1936 NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:—

(a) That in consideration of the sum of £..... this day paid by the assignee to the assignor (the receipt whereof is hereby acknowledged by the assignor) the assignor DOTH HEREBY ASSIGN TRANSFER AND SET OVER to the assignee ALL THAT his right title estate and interest in and to the said land and said agreement, subject nevertheless to payment of the balance of purchase-money and interest thereon secured and to the future performance and observance of the provisions and terms expressed and implied in the said agreement.

(b) That in consideration of the foregoing assignment the assignee hereby agrees with the assignor and with the Corporation that the assignee will at all times hereafter pay to the Corporation the balance of the purchase-money, interest henceforth to accrue, and other moneys, at the times and in the manner stated in the said agreement and will observe and perform all and singular the terms stipulations and provisions therein expressed or implied and hereby indemnifies the assignor from all future liability under the said agreement PROVIDED ALWAYS that nothing herein shall affect the liability of the assignor to the Corporation under the said agreement and the assignor and assignee shall henceforth be jointly and severally liable to the Corporation as if they were both parties to the said agreement.

IN WITNESS WHEREOF this agreement has been executed the day and year first above written.

THE COMMON SEAL of THE STATE ADVANCES CORPORATION OF NEW ZEALAND was by the authority of a resolution of a Committee of the Board of Management authorized by the said Board for the purpose hereunto affixed in the presence of—

....., Member of Board of Management.
..... (being an officer appointed by the Board of Management).

SIGNED by the said (assignor) in the presence of— }
[Name, occupation and address of witness]

SIGNED by the said (assignee) in the presence of— }
[Name, occupation and address of witness]

[Form Adv. 265.

AGREEMENT TO ADVANCE MONEYS.
(Under the Housing Act, 1919.)

MEMORANDUM OF AGREEMENT made the day of, 19.. between THE STATE ADVANCES CORPORATION OF NEW ZEALAND (hereinafter called "the vendor") acting for and on behalf of His Majesty the King of the one part and [Name in full] of [Address and occupation] (hereinafter called "the purchaser")

of the other part WHEREAS by an agreement to purchase dated the day of, 19.. and made in accordance with the provisions of the above-mentioned Act and the regulations thereunder, between the vendor and the purchaser, the vendor agreed to sell and the purchaser agreed to purchase the land and dwelling herein described on the terms and subject to the provisions and conditions therein contained AND WHEREAS the purchaser has made application to the vendor for an advance under the provisions of section 23 of the Housing Act, 1919 Now THEREFORE in consideration of these presents it is hereby agreed and declared by and between the parties hereto as follows:—

1. That the vendor will advance to the purchaser the sum of £..... on condition that the said sum is expended by the purchaser in manner following—that is to say,

2. That the purchaser will repay to the vendor the said sum of £..... (together with interest thereon at the rate of pounds (£.....) per centum per annum by instalments of £..... (the first of which shall be paid on the day of, 19..) extending over a period of years, or until the said sum of £..... together with interest as aforesaid shall be fully repaid: Provided that if at the end of every period of six months (the first of which shall commence on the day of, 19..) the purchaser has paid all instalments of purchase-money and interest payable in respect of that period on or before the due date of payment or within seven days after the due date he shall be entitled to a rebate of an amount equal to the difference between the amount actually paid by him in respect of that period and the amount that would have been payable in respect of the same period if the rate of interest had been one-half per centum per annum less than the fixed rate.

3. Provided always and it is hereby expressly agreed and declared by and between the parties hereto that all the agreements, conditions, stipulations, and provisions in the above-recited agreement to purchase contained or implied shall, as far as possible, apply to these presents.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names the day and year first above written.

THE COMMON SEAL OF THE STATE ADVANCES
CORPORATION OF NEW ZEALAND WAS
by the authority of a resolution of a
Committee of the Board of Management
authorized by the said Board for the
purpose hereunto affixed in the presence
of—

....., Member of Board of Management.
..... (being an officer appointed by the
Board of Management).

SIGNED by the said in the }
presence of—

C. A. JEFFERY,
Clerk of the Executive Council.

Issued under the authority of the Regulations Act, 1936.
Date of notification in *Gazette*: 18th day of June, 1942.
These regulations are administered in the State Advances Corporation.