

House of Representatives

Supplementary Order Paper

Tuesday, 11 December 2018

Ngāti Tūwharetoa Claims Settlement Bill

Proposed amendments

Hon Andrew Little, in Committee, to move the following amendments:

Clause 2

In *clause 2*, after “Act” (page 9, line 5), insert “, other than **sections 91A to 91C**,”.

In *clause 2* (page 9, after line 6), insert as subsection (2):

- (2) **Sections 91A to 91C** come into force on a date appointed by Order in Council on the recommendation of the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation.

Clause 91

Replace *clause 91* (page 65, lines 2 to 17) with:

91 Validation and continuation of lease and defined terms for purposes of sections 91 to 91C

- (1) The current lease—
 - (a) is declared to have been validly renewed under section 170 of the Land Act 1948 from 1 January 1998; and
 - (b) continues despite section 90(3) of this Act; and
 - (c) is subject to sections 130 to 151 (except section 143(1)) and sections 170 to 170B of the Land Act 1948 in the manner set out in **subsection (2)**.
- (2) The provisions of the Land Act 1948 referred to in **subsection (1)(c)** apply to the current lease as if—
 - (a) the references to the Board, the Commissioner of Crown Lands, and the Department were references to the lessor; and

- (b) the references to the Crown or Her Majesty were references to the lessor; and
 - (c) the words “, with the approval of the Minister,” were removed from section 146(1).
- (3) A reference in the current lease to the Commissioner of Crown Lands or to Her Majesty means the lessor except in clause (a) (following clause 8) of the lease where the references to Her Majesty and to the Commissioner of Crown Lands mean the Crown.
- (4) In this section and **sections 91A to 91C**, unless the context otherwise requires,—

agreed value means the value of the improvements determined in accordance with **section 91B(3)(a) or (4)**

current lease means the lease held in record of title SA5C/328 as renewed by instrument B458150.2

improvements has the meaning given to it by section 2 of the Land Act 1948

property means Ōnekeneke Recreation Reserve

the lessee means the lessee from time to time under the current lease

the lessor means the lessor under the current lease.

91A Further matters relating to lease and property

- (1) This section takes effect when it commences.
- (2) On the commencement of this section,—
 - (a) any right of renewal of the current lease under an enactment or referred to in an instrument ceases to have effect; and
 - (b) the provisions of the Land Act 1948 referred to in **section 91(1)(c)** (other than those specified in **paragraphs (c) and (d)** of this subsection) cease to apply to the current lease; and
 - (c) sections 132A, 133, 138, and 145 to 148 of the Land Act 1948 apply to the current lease until its expiry or termination; and
 - (d) section 137(1) and (2) of the Land Act 1948 applies for the purpose of **section 91B(5)(b)**; and
 - (e) the Reserves Act 1977 applies to any new lease in respect of the property or part of the property except that, despite that Act,—
 - (i) the lessor may grant a lease for a term not exceeding 60 years; and

- (ii) the lease may include a provision that further similar terms may be granted if the terms and conditions of the lease have been complied with.

91B Matters relating to improvements on expiry of current lease

- (1) This section takes effect when it commences.
- (2) The lessor must, no later than 9 months before the expiry of the current lease, give the lessee a written notice that—
 - (a) lists all of the improvements that the lessor considers to be owned by the lessee; and
 - (b) sets out the value attributed to those improvements by the lessor.
- (3) The lessee must, within 3 months after receiving a notice under **subsection (2)**, give the lessor a written notice indicating that—
 - (a) the lessee agrees to the list of improvements and the value attributed to them by the lessor; or
 - (b) the lessee elects to have the list of improvements and their value determined by the Land Valuation Tribunal instead.
- (4) If the lessee does not give the lessor notice under **subsection (3)** within the time specified in that subsection, the lessee is deemed to have agreed to the list of improvements and the value attributed to them in the notice given under **subsection (2)**.
- (5) On the expiry of the current lease, unless the lessor and the lessee agree otherwise,—
 - (a) the lessee may remove some or all of the improvements owned by the lessee; and
 - (b) if any of the lessee's improvements have not been removed, the lessor must, subject to section 137(1) and (2) of the Land Act 1948, pay the lessee for those improvements in accordance with the agreed value or the value determined by the Land Valuation Tribunal; and
 - (c) if the lessor pays the lessee for any improvements, the lessor may recover the cost of the improvements from a lessee under a new lease in respect of the property or part of the property.

91C Determination by Land Valuation Tribunal

- (1) This section takes effect when it commences.
- (2) The lessor must, as soon as practicable after receiving notice under **section 91B(3)(b)**, apply for the list of improvements and their value to be determined by the Land Valuation Tribunal.

- (3) The application must be filed in the Environment Court and must include a copy of the notices given under **section 91B(2) and (3)(b)**.
- (4) The Land Valuation Tribunal has jurisdiction to hear and determine the application.
- (5) The Land Valuation Proceedings Act 1948 and the Land Valuation Tribunals Rules 1977 apply to the application with any necessary modifications.
- (6) The decision of the Land Valuation Tribunal is final and binding on both parties.

Schedule 3

In Schedule 3, item relating to Five Mile Bay site C (page 119, line 6), second column, replace “23467 and 23468” with “234767 and 234768”.

Explanatory note

This Supplementary Order Paper proposes amendments to the Ngāti Tūwharetoa Claims Settlement Bill. The amendments mostly relate to Ōnekeneke property, which the Bill vests in Te Kotahitanga o Ngāti Tūwharetoa as a recreation reserve under the Reserves Act 1977. The property is currently a conservation area under the Conservation Act 1987 and is subject to a leasehold interest for which the Crown is the lessor. The proposed amendments—

- address imperfections in the last renewal of the lease by declaring it to have been validly renewed under the Land Act 1948 from 1 January 1998 (*new clause 91*):
- enable the lease to continue until its expiry or termination (*new clause 91*):
- prevent any further renewal of the lease (*new clause 91A*):
- provide for how the lessee’s improvements on the property are to be dealt with and valued when the lease expires (*new clauses 91B and 91C*):
- provide for the term of any new lease in respect of the property under the Reserves Act 1977.

New clauses 91A to 91C come into force on a date to be determined by Order in Council. This Supplementary Order Paper also proposes a correction to the property description relating to Five Mile Bay site C.