

Permission Decision Support Document

Lower Selwyn Huts – Multiple applications



Department of
Conservation
Te Papa Atawhai

**Te Kāwanatanga
o Aotearoa**
New Zealand Government

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Purpose - Te aronga

1. The purpose of this report is to bring together the relevant information and recommendations to support you to make a statutory decision on 47 applications.

Executive Summary - Whakarāpopoto ā kaiwhakahaere

2. The applications are for the lease land of for the use and positioning of existing private huts and associated structures (e.g. sheds) at the Lower Selwyn Huts, Springston.
3. 47 individual applications have been submitted by existing concessionaires who are hut owners. Most applications have requested a term of 20 years for the lease.
4. The Lower Selwyn Huts border Te Waihora (Lake Ellesmere). Their location and topography make them vulnerable to flooding and are subsequently considered unsustainable in the medium to long-term.
5. Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga, mana whenua, were consulted with regarding the applications. Te Taumutu Rūnanga does not support DOC's recommendation of a 10-year term for new concessions and proposes a final term of five (5) years with no right of renewal.
6. Te Waihora is a significant tribal taonga for Ngāi Tahu. Te Taumutu Rūnanga has expressed interest in raising the lake level, in alignment with a shared vision with the Department to restore the lake's ecological and cultural health.
7. The Canterbury Aoraki Conservation Board were consulted regarding the applications. The board supports the phased removal of the Lower Selwyn Huts and stress the importance of appropriate conditions for any new concession that address hut removal, land remediation and waste disposal.
8. The applications were publicly notified in September 2024, and 30 submissions 'in support' of the applications were received. 29 submissions were from existing hut owners or direct family members of hut owners who have an application being assessed as part of this report.
9. The Conservation Act provides for the Conservation General Policy, which guides the administration of land where the Lower Selwyn Huts reside. Policy 10(h) sets the expectation that all existing private accommodation will be phased out, unless specifically provided for in legislation, in accordance with the conditions and timeframes set out in any relevant concession or conservation management strategy or plan. At the end of the phase-out period the accommodation should be removed unless retained by the Department for public use.
10. The applications are otherwise consistent with the statutory planning documents, so long as the settlement is phased out by 2036, i.e. a maximum term of 10 years for any concession granted. A special condition requiring the removal of huts and remediation of the Land has been recommended to ensure that the huts are phased out by the end of the concession term.
11. The existing private accommodations at the Lower Selwyn Huts have been assessed for their effects pursuant to s17U of the Conservation Act. These include the effects on the immediate and wider surrounding environment, and their relevant historical, recreational, cultural and social values. Any adverse effects of the huts and settlement can be managed through the standard and proposed special conditions in the concessions, and more regular compliance monitoring of the concessions.
12. The delegated authority has decided to impose bond conditions to protect the Department from liability associated with hut owners not having the funds available to completely remediate the Land. The bond is proposed to be staged over a 10-year period to provide an annual cost that is likely to be the most feasible for applicants and will ensure that at the end of the term of any concession granted, the Department will have funds available to remediate the Land and protect the wider conservation values. Special conditions have been recommended to ensure the procurement and appropriate management of this bond.
13. Several applicants present a financial risk to the Department, with three (3) being high risk. These applicants are less likely to pay the costs related to any new concession granted (i.e. application processing fees and ongoing concession fees) and it is not recommended to grant these applicants a concession.

14. The majority of applicants are unwilling or unable to obtain the required insurance for their existing concessions at the Lower Selwyn Huts. This presents a risk to the Department if an incident were to occur to or in connection with the use of the huts. It is recommended that applications only be approved conditional to evidence of insurance being provided to the Department within a specified timeframe.
15. Conditional to approval of the proposed special conditions mentioned above, the decision maker must decide whether applicants that are eligible to be granted a concession are offered a term of five (5) years, 10 years or 20 years.

Decision making

Recommendation	Explanation	Decision
1. Financial risk		
1a	Decline the application of any applicants regarded as 'high' financial risk under s17S(f) of the Conservation Act - Recommended	Agree
1b	If decision one (b) (1 (b)) is agreed, in accordance with Part 3B of the Conservation Act, approve a concession to applicants considered 'moderate' to 'low' financial risk, subject to the standard and proposed terms and conditions, and the following conditions:	Agree
2. Insurance		
2a	Approve applications conditional to a timebound requirement to provide evidence of appropriate insurance policies - Recommended	Agree
2b	Approve the applications with the knowledge that some concessionaires may never be able to comply fully with their concession – Not recommended	Disagree
2c	Decline applications under s17S(f) of the Conservation Act where evidence of an insurance policy has not previously provided by the hut owner - Not recommended	Disagree
2d	Remove the standard insurance requirement for any new concessions - Not recommended	Disagree
If the recommended decisions (1a & 2a) are agreed to, approve a lease concession to each applicant conditional to the standard and proposed special conditions, with a concession term of:		
3. Concession term		
3a	Grant a term of 5 years	Disagree
3b	Grant a term of 10 years	Agree
3c	Grant a term of 20 years – Not recommended	Disagree

Decision Maker Comments:

I have considered this Recommendation and Decision Report (RDR), which sets out the relevant background and information supporting the statutory framework for considering concessions. I have also considered the material contained in, and referred to within, the appendices. The results of the submission process have been included into the RDR and therefore, I have considered them in making my decision.

Accordingly, acting under delegated authority from the Minister of Conservation and having had regard to the information set out in the RDR, I have decided to: (a) decline the applications from applicants assessed as a "high" financial risk; (b) approve the remaining applications, subject to a time-bound requirement to provide evidence of appropriate insurance policies; and (c) grant a concession term of 10 years.



Phillippa Fox
Director Regulatory Services
Pursuant to the Delegation dated 9 September 2015 and 7 July 2019

27 March 2026

Date

Background & Context

Background

16. The Lower Selwyn Huts ('the settlement' or 'the huts') originally comprised of 56 private huts located within two adjacent Conservation Areas, known as Lower Selwyn Huts Conservation Area and Greenpark Sands Conservation Area ('the Land') in Springston. Originally, the huts were constructed on the edge of Te Waihora, Lake Ellesmere ('Te Waihora' or 'the lake') to facilitate recreational activities such as fishing and game bird shooting, which are popular around the lake margins. Some huts date back to at least the 1920s. Over time, these huts have become more than 'huts' in that they offer greater services than would be commonly associated with huts (e.g. backcountry huts), and some represent homes, or holiday baches to hut owners.
17. The Department of Conservation ('the Department' or 'DOC') now administers the concessions for the land occupied by individual structures that form the settlement. The Minister of Conservation ('the Minister') previously granted concessions in 2004 for a term of 5 years, with 3 rights of renewal for a further 5 years each. Those concessions expired on 30 June 2024, with no remaining rights of renewal.
18. In March 2024, hut owners were invited to apply for new, 'transitional' concessions. A transition period of 10 years was proposed to provide for the phasing out of the private huts in accordance with the Conservation General Policy (policy 10(h)) and allow time for hut occupiers to make alternative arrangements. In the interim, while the new applications are being processed, a month-to-month arrangement allows for the ongoing occupancy of the Land, in accordance with section 17ZAA of the Conservation Act 1987.

The Applications

19. The applications are for the lease of land for the purpose of existing recreational private huts and associated structures ('the structures'), including curtilage areas such as lawns and gardens. The associated structures comprise of ancillary structures such as sheds and garages, which are not used for human habitation. All applications have been submitted by existing concessionaires who currently hold leases at the Lower Selwyn Huts.
20. In total, 47 applications are being assessed as part of this decision.¹ Applications vary by land area requested, total area of structures, and term of concession requested. The full list of applications considered in this report are listed in Appendix 1.

Location of proposed activity

21. The applications are for the lease of individual sites at the Lower Selwyn Huts settlement, located within the Greenpark Sands Conservation Area and Conservation Area Lower Selwyn Huts, in the Springston area (Map 1).
22. The Greenpark Sands Conservation Area and Conservation Area Lower Selwyn Huts are located adjacent to and north of Te Waihora, Lake Ellesmere (Map 2). Te Waihora is a shallow lagoon of approximately 20,000 hectares that is of natural, cultural, historical and recreational importance to many people and the nation. To Ngāi Tahu, Te Waihora represents a major gathering place for food,

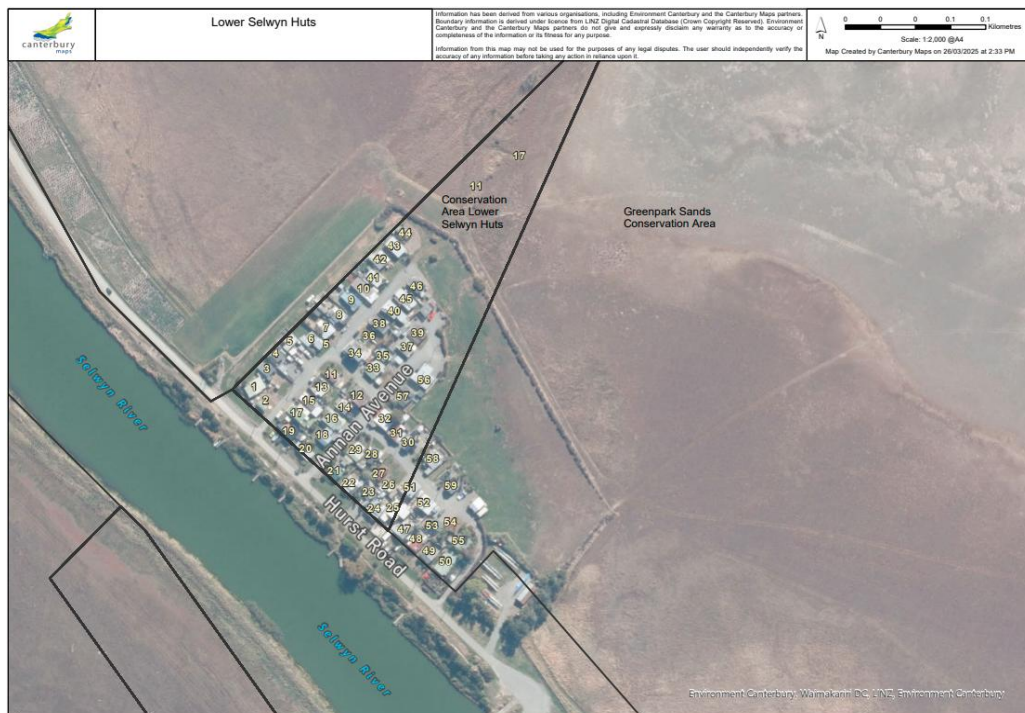
¹ 51 applications for concessions for leases were received by the Department by 30 June 2024. During the application process, 4 applications were withdrawn.

natural materials and is an important source of mana. Te Waihora is the most important wetland habitat of its type in New Zealand, providing essential habitats for a large range of bird, plant and invertebrate species. A 1990 National Water Conservation Order declared it as an outstanding wildlife habitat.

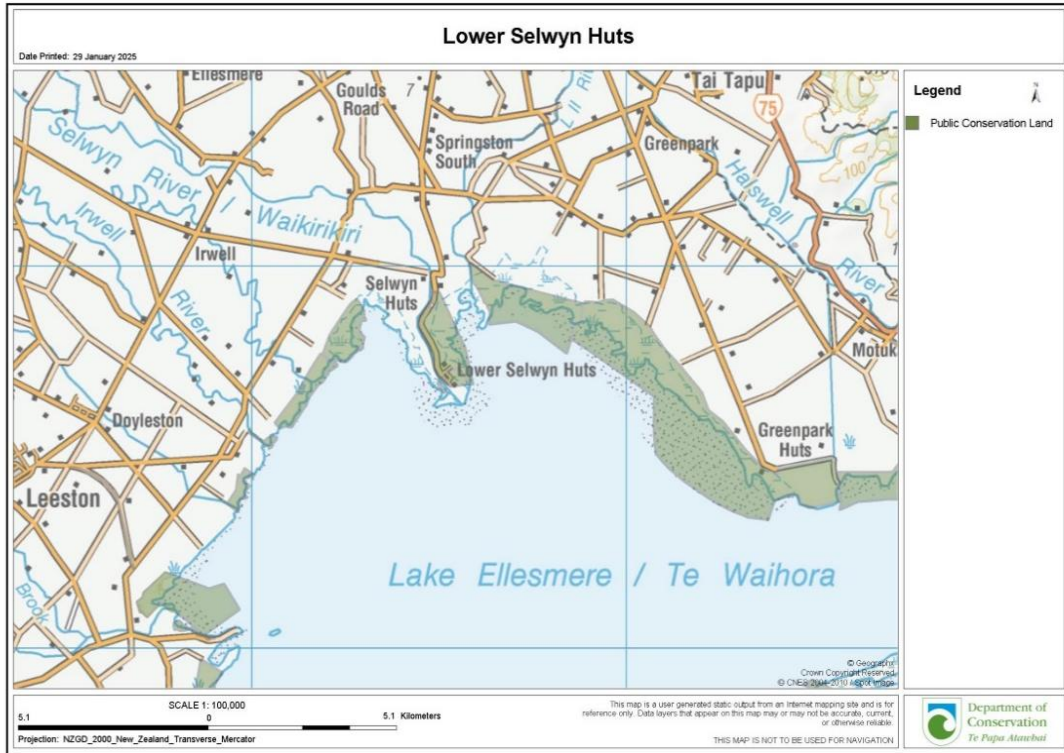
23. The land around Te Waihora is low-lying and can flood easily. As the lake has no natural outlet to the sea, the lake level is managed to avoid high levels that can result in flooding of the surrounding land. The lake is opened several times a year in accordance with decisions made jointly by Te Rūnanga o Ngāi Tahu and Environment Canterbury.

Site description

24. The settlement is accessed via Hurst Road, which is a public road. Unsealed roading on the reserve provides accessways through the settlement itself. The huts are connected to the electricity grid, and hut owners manage and pay for their own usage of electricity. There is currently no concession in place for the infrastructure that supplies roading and power to the huts.
25. Drinking water comes from an artesian bore and is treated before being piped to individual huts. Taumata Arowai (the Water Services Authority) regulates the water supply, and the community that owns the supply is responsible for meeting its compliance requirements. A resource consent from Environment Canterbury may be needed for taking water from the bore. There is currently no concession in place for the infrastructure that supplies drinking water to the huts.



Map 1: Lower Selwyn Huts within the Greenpark Sands Conservation Area and Conservation Area Lower Selwyn Huts.



Map 2: Lower Selwyn Huts, Springston.

Summary of the statutory framework for your decision

26. The Department's management of natural and historic resources on public conservation lands is informed by a hierarchy of policies, plans and strategies under conservation legislation. The following statutory framework are relevant to decision-making for these applications:

- Conservation Act 1987; Section 4, Part 2A, 3A & 3B
- Conservation General Policy 2005
- Canterbury (Waitaha) Conservation Management Strategy 2016
- Te Waihora Joint Management Plan 2005
- Departmental Operational Policy
- Conservation Amendment Act 1996

27. These statutory requirements and their relevance to these applications are detailed in the sections below.

Section 4 of the Conservation Act

28. Section 4 requires the Act to be interpreted and administered as to give effect to the principles of the Treaty of Waitangi. The relationship between the Department and the relevant Treaty Partners where the proposed activity will occur has been outlined in the section titled 'Treaty Partner Relationships' below.

29. The applications have been considered with respect to the principles of Te Tiriti o Waitangi ('Te Tiriti'; the Treaty of Waitangi) in the section titled 'Section 4: Giving effect to the principles of the Treaty of Waitangi'. Feedback from consultation with the relevant Treaty Partners about the applications has also been considered in this section.

Part 2A, Part 3A & Part 3B of the Conservation Act

30. The Lower Selwyn Huts are located upon land subject to the Conservation Act 1987 ('the Act'). The Act provides for the Conservation General Policy 2005 ('the CGP'), which guides the administration and management of the land and resources where the Lower Selwyn Huts reside.

31. Conservation management strategies implement and give effect to the CGP and provide direction for the integrated management of natural and historic resources. The Canterbury (Waitaha) Conservation Management Strategy 2016 ('the CMS') applies to the region where the Lower Selwyn Huts are located.

32. Part 2A of the Conservation Act sets out the establishment, functions and powers of the Conservation Authority and Conservation Boards. While the functions of the Conservation Authority are distantly related to these applications, the Conservation Board is representative of the community interests and has a specific function to advise the Director General on the implementation of conservation management strategies and plans. In this instance, feedback has been sought from the Canterbury Aoraki Conservation Board (CACB) on the applications by the Lower Selwyn Huts residents. The feedback from the CACB is discussed below.

33. The Te Waihora Joint Management Plan 2005 ('the JMP') has been established to convey the long-term objectives, policies and methods for effective integrated management of the Te Waihora joint

management plan area and its natural and historic resources. The Lower Selwyn Huts settlement lies within the JMP area.

34. Part 3B of the Act provides the framework when considering applications for concessions on public conservation land. This report discusses the applications within the framework of Part 3B of the Act.

Canterbury Aoraki Conservation Board Feedback

35. The Canterbury Aoraki Conservation Board (CACB) has considered the information provided to it in respect of the Lower Selwyn Huts applications and has provided the department with feedback. The full response can be found in Appendix 3.

36. The considerations by the CACB are largely concerned with:

- iwi views,
- the consistency of the phase out process with the statutory planning documents,
- the removal of any structures and subsequent liabilities,
- the conditions managing the removal of any structure, and
- proposed methods to minimise the financial risk to the Department.

37. Points 1 – 5 and 8 – 10 of the feedback are addressed and considered within this report. These points pertain to the process the Department has taken when considering these applications, and the proposed conditions of the concession.

38. Points 6 – 7 discuss the timeframe for removal of the huts. These points suggest that incentives should be offered to future leaseholders who are prepared to remove their huts and associated structures before the end of the lease term, or if they are badly damaged due to flooding. The Department has not considered offering incentives to leaseholders of any future concession granted, nor does it intend to.

39. The following conditions have proposed to specifically ensure the removal of the structures and the lodgement of a bond:

- Condition 15: Removal and reinstatement plan
- Condition 18: Remediation fund

40. The remaining standard conditions of any concession granted will ensure that the effects of the huts and settlement are managed appropriately.

The Conservation Amendment Act 1996

41. Section 7(2) of the Conservation Amendment Act 1996 (CAA) directs that any person lawfully occupying a conservation area at the commencement of the CAA, based on rights granted on or before 1 April 1987, may be granted a concession for the same area and only to the extent of the activities previously authorised, notwithstanding sections 17U or 17W of the Act.²
42. The Department regards section 7(2) of the CAA as applicable only to the first grant of a concession after 1996, after which any occupation rights that existed prior to 1987 are considered void and of no effect.^{3,4} Consequently, the Lower Selwyn Huts are not specifically provided for in legislation, and there is no right of renewal or right to a new lease that exempts the Minister from having regard to sections 17U and 17W of Part 3B of the Act when considering the applications.

Operational Policy

43. The CGP does not allow any discretion regarding the phase-out of existing private accommodation on PCL. The Department does, however, have discretion to decide what the best option is for the future management of private accommodation up to the point of removal.
44. The Department's Operational Policy regarding existing private accommodation is that buildings and facilities be removed unless retained by the Department for public use.
45. The National Principles for private accommodation on public conservation land outline the legal requirement for applications for concessions for private accommodation to be publicly notified, be considered under Part 3B of the Act as well as any relevant legislation, policies and Treaty Settlement provisions.⁵

² Section 7(2), Conservation Amendment Act 1996.

³ Position communicated to legal counsel in an email dated October 4, 2024.

⁴ Paragraph 14, Attachment 3: Management planning advice 2021.

<https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-3.pdf>

⁵ Attachment 5: National principles for private accommodation on PCL.

<https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-5.pdf>

Treaty Partner Relationships

46. The Lower Selwyn Huts and Te Waihora are located within the takiwā (area) of Ngāi Tahu. The Partnership between Ngāi Tahu and the Crown is reflected in the Ngāi Tahu Claims Settlement Act 1998. The Te Waihora Joint Management Plan (JMP) arises from the Ngāi Tahu Claims Settlement Act 1998 and was jointly prepared between the Department and Ngāi Tahu.
47. Ngāi Tahu Whānui are represented by Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu, and comprise people of Ngāi Tahu, Ngāti Māmoe and Waitaha descent, who hold mana whenua over the area that includes Te Waihora.⁶ The takiwā of Te Taumutu Rūnanga encompasses Te Waihora and the adjoining lands where the Lower Selwyn Huts are located.
48. Several veins of engagement between the Department and Ngāi Tahu are discussed in this report:
 - The Te Waihora Joint Management Plan 2005 (JMP)
 - Previous messaging from the Department to Te Taumutu Rūnanga and Te Rūnanga o Ngāi Tahu
 - Feedback from Taumutu Rūnanga

Te Waihora Joint Management Plan 2005

49. The JMP represents a coming together of the rangatiratanga (chieftainship) of Ngai Tahu and the kāwanatanga (governorship) of the Crown for the protection and enhancement of Te Waihora. The JMP contains the long-term objectives and detailed policies and methods for effective integrated management of the Te Waihora joint management plan area. The Vision of the JMP states:

‘Ngāi Tahu cultural identity is restored through the rejuvenation of the mauri and life-supporting capacity of Te Waihora.

The Joint Management Plan Area is managed in an integrated manner for “mahinga kai, conservation and other purposes”, in a way that enhances the enjoyment of the wetland for all New Zealanders.

Management of the Joint Management Plan Area provides an example that can be encouraged for the management of the entire lake margin and the adjoining inflowing tributaries and their wetlands.’
50. The JMP is designed to be adaptable, effective for 10 years or longer as agreed by Te Rūnanga o Ngāi Tahu and the Minister of Conservation, with reviews possible based on increased knowledge or changes in circumstance, ensuring co-governance remains responsive to evolving needs.
51. The JMP fosters a cooperative relationship between the Department and Ngāi Tahu for the management of the natural and historic resources within the area. It is essential that management decisions that impact the Lower Selwyn Huts consider the views of both the Department and Ngāi Tahu and relevant Papatipu Rūnanga, which are Te Taumutu Rūnanga in this case.

⁶ Section 4.1, Part 1. Te Waihora Joint Management Plan, 2005, Page 13.

Section 4: Giving effect to the Principles of The Treaty of Waitangi - Ngā mātāpono Tiriti

52. The Department's obligations to Ngāi Tahu regarding the management of the Lower Selwyn Huts are underpinned by Te Tiriti o Waitangi, the Ngāi Tahu Claims Settlement Act 1998 and Section 4 of the Act, as well as local statutory planning documents, programmes and co-governance strategies. The Ngai Tahu partnership, exemplified by the pioneering of the JMP, is a cornerstone of DOCs commitment to co-operative management, reflecting the integration of Ngāi Tahu's rangatiratanga with the Crown's kāwanatanga to enhance conservation outcomes.
53. The Department previously communicated its proposed approach to Ngāi Tahu for phasing out the Lower Selwyn Huts.⁷ This approach considered the operational complexities of decommissioning the huts, potential environmental effects and long-term unsustainability of the settlement, and implications for vulnerable members of the community that own and use the huts. The Department communicated that granting final leases of 10-year term would be considered as a phase-out option for the settlement.

Principles

54. Section 4 of the Conservation Act requires the Minister and the Department to give effect to the principles of Te Tiriti o Waitangi, the Treaty of Waitangi ('the Treaty' or 'Te Tiriti') when interpreting and administering the Act. Key principles of the Treaty that apply to DOC's work are:
- Partnership – mutual good faith and reasonableness: The Crown and Māori must act towards each other reasonably and in good faith.
 - Informed decision-making: Both the Crown and Māori need to be well informed of the other's interests and views.
 - Active protection: The Crown must actively protect Māori interests retained under the Treaty as part of the promises made in the Treaty for the right to govern.
 - Redress and reconciliation: The Treaty relationship should include processes to address differences of view between the Crown and Māori.

Partnership

55. Partnership is the foundation of being a good Treaty partner. Through the JMP, the Department and Ngāi Tahu give effect to the principle of partnership by acting in good faith to prioritise Ngai Tahu's ecological aspirations, such as restoring the mauri of Te Waihora, while addressing community and environmental considerations. This high trust relationship is expressed through ongoing consultations, active protection of Ngai Tahu's interests, and mechanisms for redress and reconciliation, and is supported by measures like lease conditions and bonds applied for environmental protection designed to align with Ngai Tahu's vision for Te Waihora.

Informed decision-making

56. Making an informed decision requires the Crown to understand the interests and views of Ngāi Tahu as well as ensure the Department's interests and views are clear. The Te Waihora Joint Management Plan 2005 informs the Department of the vision, values and long-term objectives of Ngāi Tahu for the Te Waihora environment. Additionally, consulting iwi and hapū whose takiwā encompass the

⁷ Attachment 8: Letter to Ngāi Tahu. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oiaad-3688-attachment-8.pdf>

activity applied for ensures informed decision-making that prioritises iwi/rūnanga aspirations, as expressed in feedback and the JMP³ of “the significance of Te Waihora to Ngāi Tahu as a tribal taonga”.

57. Engaging properly with iwi and hapū and undertaking Treaty due diligence ensures that rights and interests are considered when making decisions on concession applications for the Lower Selwyn Huts. This commitment to deep engagement fosters a high-trust partnership.
58. The Department previously communicated its views and proposed approach to managing the settlement in a letter dated 8 December 2023 to Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga. Specific feedback regarding the applications was received on 6 June 2025 and discussed in ‘Consultation with Te Taumutu Rūnanga’ section below.

Active protection

59. The Crown must actively protect Māori interests retained under the Treaty, including taonga, mahinga kai, and aspirations related to the applications for the Lower Selwyn Huts. Active protection requires the Department to understand Māori rights and interests relevant to the applications and consider the impact of any decision on these rights and interests, alongside other considerations within the statutory decision-making framework.
60. The Lower Selwyn Huts are close in proximity to Te Waihora and are vulnerable to flooding, which can have adverse environmental effects on the lake’s ecological and cultural health. The effects on Te Waihora should be considered as they potentially impact the conservation values of the lake. Flooding at the settlement is affected by the lake level of Te Waihora, therefore, increasing the lake level would likely exacerbate flooding at the settlement.
61. Te Waihora is a major mahinga kai and an important source of mana to Ngai Tahu,⁸ as underscored in feedback from Te Taumutu Rūnanga emphasising the importance of Te Waihora as a source of spiritual and cultural identity for Ngāi Tahu and Te Taumutu Rūnanga (Ngāi Te Ruahikihiki). Ngāi Tahu’s aspiration to restore the mana and mauri of Te Waihora is reflected in the vision of the Te Waihora Co-Governance Group, which the Department is party to:⁹

“To restore and rejuvenate the mana, mauri and ecosystems of Te Waihora and its catchment.”
62. This vision is advanced through programmes such as the Whakaora Te Waihora programme and the Te Waihora Co-governance Strategy and Action Plan 2021, which aim to restore the ecological and cultural health of Te Waihora. These goals and the aspiration to raise the lake level to 1.8 metres are reiterated in the feedback from Te Taumutu Rūnanga.
63. Co-authored by the Department and Ngāi Tahu, the JMP governs the area, including the Lower Selwyn Huts. JMP policy 7.2.3 requires that the Lower Selwyn Huts remaining on site do not constrict or restrain Te Waihora lake levels or management.¹⁰ The presence of the Lower Selwyn Huts potentially inhibits Ngai Tahu’s goals and Te Taumutu Rūnanga’s aspiration of increasing the lake level, although the degree to which this impacts this aspiration will depend on timing. The granting of new concessions that facilitate the ongoing occupation of the settlement for a further 10 years may conflict with this policy by limiting lake level increases to avoid flooding, undermining Te Waihora’s cultural and ecological restoration during this timeframe.

⁸ Section 1, Part 1. Te Waihora Joint Management Plan, 2005, Page 1.

⁹ <https://tewaihora.org/regeneration/co-governance/>

¹⁰ Section 7.2, Part 3. Te Waihora Joint Management Plan, 2005, Page 153.

64. Te Taumutu Rūnanga recommends that any new concession granted should not exceed a maximum term of five (5) years to ensure the ecological and cultural restoration of the lake is prioritised.
65. The Department exercises active protection by ensuring decisions give effect to Ngai Tahu's aspirations, using measures like lease conditions to mitigate impacts, and fostering through committed engagement with their vision.
66. If new concessions are granted, this could perpetuate any existing adverse environmental impacts to the lake by maintaining the status quo for the term of any new concession. Furthermore, any new concession granted beyond five (5) years would be at odds with Te Taumutu Rūnanga's feedback regarding the term.
67. The options presented to the decision maker for these applications provide for either a five-year term (Option 1) or a 10-year term (Option 2). Option 1 would be more consistent with the vision for Te Waihora as expressed by the feedback provided by Te Taumutu Rūnanga. Option 2 may be less consistent with the vision expressed and feedback provided. In both cases, the decision maker must also consider the other circumstances to determine whether a 5-year term is a reasonable measure beyond what is required for active protection.
68. To restore and remediate the Land the Department must ensure that all structures, facilities and man-made objects are removed. In doing so, the Department demonstrates a commitment to restore the conservation values of the Land, and to support the ecological and cultural restoration of Te Waihora. The Department has so far removed two (2) huts in the last 12 months, with another two (2) to be removed shortly.
69. It is noted that both options (which are proposed to include clear requirements for removal and restoration upon expiry or other termination) ensure that leases do not continue indefinitely, do not create a sense of permanence going forward, and give effect to the obligation from the CGP to phase out private accommodation by 2036.

Redress and reconciliation

70. In 1997 the Crown and Ngāi Tahu entered into a Deed of Settlement which acknowledged the injustices suffered by Ngāi Tahu and recorded the matters required to give effect to a settlement of historical claims. The Ngāi Tahu Claims Settlement Act 1998 gives effect to the 1997 Deed of Settlement and provides for the Te Waihora Joint Management Plan 2005.
71. The Te Waihora Joint Management Plan 2005 was jointly prepared by Te Rūnanga o Ngāi Tahu and the Crown, empowering Ngai Tahu's rangatiranga in co-managing the Te Waihora environment and reflects a high-trust partnership that addresses past injustices. By aligning concession applications with the JMP's objectives, policies and methods, including policy 7.2.3, as discussed in the 'Consultation with Te Taumutu Rūnanga' section below, the Department fulfils its obligations, thus giving effect to the principle of redress and reconciliation.

Consultation with Taumutu Rūnanga Limited

72. The Department has received feedback from Taumutu Rūnanga Limited regarding their view on the applications. Taumutu Rūnanga does not support the grant of 10-year lease concession. The feedback states:

‘We are firmly of the view that the Department should not renew the leases beyond a final five-year term. This reflects the growing environmental vulnerability of the site, the significance of Te Waihora to Ngāi Tahu as a tribal taonga, and the Department’s statutory and Treaty-based obligations as co-governor.’

73. The feedback emphasises the significance of Te Waihora both ecologically as well as culturally to Ngāi Tahu. It highlights the shared goal between the Department and Ngāi Tahu to restore the ecological and cultural health of Te Waihora, and the various commitments the Department has made to this goal; the Te Waihora Joint Management Plan, the Whakaora Te Waihora programme and the Co-Governance Strategy and Action Plan.

74. The letter emphasizes the aspiration of Taumutu Rūnanga to raise the lake level to 1.8 metres. In light of this long-term vision and the Lower Selwyn Huts’ increasing vulnerability to flooding, the sustainability of the settlement is brought into question. The feedback acknowledges the current wastewater infrastructure as a welcome improvement but notes that it does not change the factors discussed above.

75. Taumutu Rūnanga does not support DOC’s recommendation of a 10-year term for new concessions as this:

- Breaches previous commitments made to Ngāi Tahu that leases would not continue indefinitely.
- Undermines the co-governance relationship, treating Ngāi Tahu values as one of many “balancing” factors rather than a Treaty-based foundation.
- Conflicts with policy 10(h) of the Conservation General Policy, which anticipates the phasing out of private accommodation on conservation land.
- Increases future cost and complexity when decisions about removal must inevitably be made.
- Creates a false sense of permanency.

76. Taumutu Rūnanga recommends:

‘1. Limit any lease renewal to a maximum of five years, with no further right of renewal;
and

2. Work alongside Taumutu Rūnanga Ltd, Te Rūnanga o Ngāi Tahu, Selwyn District Council, and hut residents to design and implement a managed retreat and restoration plan.’

77. The letter concludes that by delaying the decision to end the leases it compounds the risk and undermines the credibility of DOC’s co-governance obligations under section 4 of the Conservation Act.

Statutory Analysis: Part 3B of the Conservation Act

Section 17S: Contents of Application

78. Section 17S sets out the requirements of what must be included in a concession application.
79. All applications were received by 30 June 2024, and further information was requested under s17SD to ensure each application contained sufficient information to understand the proposed activity and terms sought by applicants.
80. Where information was not provided in applications, information from Applicants' previous concessions was used upon confirmation by applicants, such as area of land (m²) applied for. Otherwise, information was requested directly from applicants, such as missing signatures or dates.
81. Photos of the individual sites and structures relating to each application were either included in applications or obtained through DOC compliance monitoring records conducted by Mahaanui District Office staff in May 2024.

Section 17S(f): Ability of the Applicant to carry out the activity

82. The Minister is required to consider any information received as part of the application (s17U(1)(d)). This includes relevant information relating to the applicant, including any information relevant to the applicant's ability to carry out the proposed activity, per s17S(f).

Financial risk and debt

83. All applicants are existing concessionaires who have a financial history with the Department. The Department considers the financial profile of each applicant reflects their history of fee payments toward their existing concession and is indicative of their ability to pay fees if a new concession is granted.
84. Applicants are responsible for the cost of processing their application, and if granted a new concession, will be responsible for ongoing concession fees (i.e. ground rental, management fees) and the cost of removing structures and remediating the Land. If these costs cannot be paid by the new concessionaire, they pose a financial risk to the Department.
85. A small number of applicants still have outstanding debt, or a history of unpaid fees that demonstrate non-compliance with clauses 5 and 6 of their current concession. Applicants with outstanding debt were contacted several times throughout the application process to request that their accounts be cleared. Applicants were also offered the opportunity to create a payment plan to manage their debt if required. A record of steps taken to recover outstanding debt from applicants can be found in Appendix 9.
86. A financial risk analysis of the applicants has been provided by the Accounts Receivable team which identifies those applicants who pose a high or medium level of financial risk to the Department (Appendix 9). Applicants assessed as having a high level of financial risk are less likely to pay the costs related to any new concession granted.

Discussion

87. Granting concessions to parties that the Department are aware are unwilling or unable to comply with the financial obligations of their concession presents a financial and regulatory risk to the Department and the Crown. Should the Department consider granting a concession to high financial risk applicants, the Department may also be seen as acting irresponsibly by adding additional financial burden to members of the community that are unwilling or unable to resolve outstanding debts. Accordingly, it is recommended that high financial risk applicants are not granted a concession, as they have consistently been unable to demonstrate an ability to meet the terms of their existing concessions.
88. Applicants that attract a moderate level of financial risk to the Department are more likely, in their ability and/or willingness, to satisfy the terms and conditions of any concession granted than applicants who attract a high level of financial risk. As financial situations are subject to change over time, it is recommended that any applicant with a moderate to low financial risk may have the ability to meet the terms and conditions of a new concession. Close monitoring by the Department may be required to ensure that any concessionaire is compliant and not unreasonably burdened.

Insurance

89. Insurance is a requirement of the existing concessions as set out in items 11 and 12 of Schedule 1 and clauses 12 and 26 of the terms and conditions. Concessionaires are required to insure all structures, facilities and land alterations for the full replacement value and the cost of demolition, removal of debris and clearance of the land. Concessionaires must also hold a policy to insure against liability including public and statutory liability.
90. Concessions that provide the right to construct, occupy and maintain structures require concessionaires to obtain insurance, per item 14 of Schedule 1 of the standard lease concession. Clause 13 of Schedule 2 outlines the concession's liability framework and insurance requirements. It sets out the allocation of risk and liability between the Department and the concessionaire and serves to protect the Department from costs associated with the removal of structures and rehabilitation of the land in the case where any structures are partially or fully destroyed.
91. Public liability insurance is a standard requirement in all concessions. Public liability insurance protects concessionaires against claims made by third parties—such as visitors, contractors, or members of the public—for incidents that occur in connection with their use or occupation of the huts. This could relate to incidents such as fire or discharges from the land that could cause damage to property. The standard condition requiring public liability insurance is a means of protecting the Department from losses associated with the concessionaire's activity.
92. In July 2024, hut owners were asked to provide evidence of a current copy of their insurance policy, pursuant to s17SD(1). Approximately three-quarters of applicants did not provide a valid insurance policy, which suggests that the majority of applicants were not meeting the insurance requirement stipulated in their existing concessions. A record of steps taken and responses received can be found in Appendix 10.
93. Applicants who were unable to obtain a valid insurance policy consistent with the requirements of their concession were prompted to share correspondence with insurance brokers at their discretion. Relevant correspondence between insurance brokers and applicants indicate the following reasons for inability to secure a valid insurance policy for their structures:
 - Likelihood of natural hazards, e.g. due to the land being situated in a flood plain,

- Age of the building, e.g. requirement for houses built prior to 1930 needing to be rewired, relined and reroofed.

94. These findings are consistent with recommendations from the Submissions Summary Report, which indicates that hut owners find it challenging to obtain insurance, or that it can't be obtained. Some hut owners, despite best efforts, may simply be unable to obtain any required insurances.

95. Given the challenges in obtaining insurance, the Department would consider the option whereby each applicant is insured via a collective insurance policy held by the Lower Selwyn Hut Owners Association. An insurance policy that covers the entire settlement should have a minimum public liability cover of \$5,000,000, which is a level of cover that is consistent with guidance for medium scale operations.

Discussion

96. When it is clear that an applicant will be unable to comply with a condition, granting them a concession with that condition (in this case, the standard insurance requirement) would likely be considered unduly onerous and potentially unlawful, as it would amount to a derogation from the grant. However, if the standard insurance requirement cannot be met by future concession holders, the Department will need to assume it will most likely be exposed to any financial risk related to losses resulting from the uninsured concession activity being carried out on public conservation land.

97. The Department must decide on the extent of risk it is prepared to carry, if any. Options for consideration include:

- Approve applications conditional to a timebound requirement to provide evidence of appropriate insurance policies. To ensure any risk is well managed, proactive monitoring of this condition and implementation of termination clauses would be required – **Recommended**.
- Approve the applications with the knowledge that some concessionaires may never be able to comply fully with their concession – **Not recommended**.
- Decline applications where evidence of an insurance policy was not previously provided by the hut owner. It is important to note the last time evidence of insurance was requested was one (1) year ago. Some hut owners may have successfully obtained appropriate insurance policies to meet the terms of their concession since then – **Not recommended**.
- Remove the standard insurance requirement for any new concessions. This could significantly increase the Crown's level of exposure to financial risk and would be inconsistent with the Department's risk management approach – **Not recommended**.

Compliance with existing concessions

98. Monitoring of compliance with the concession terms and conditions provides the Department with a comprehensive understanding of the condition of the hut buildings and associated structures present at the settlement.

99. Compliance monitoring conducted since 2020 indicates a suite of common issues that breach the terms and conditions of many of the existing concessions. These issues and the corresponding concession conditions that are appropriate are outlined in the table below:

Issue	Condition of concession breached
Structures falling into disrepair	Schedule 3, 5.0 – Concessionaire to maintain hut

Permanent occupation of the hut building	Schedule 3, 6.0 – Occupancy & 7.0 – Limitations on use Schedule 4 – Limitations on use
Alterations or extensions to structures without prior approval	Schedule 3, 8.0 – Alterations and structures
Multiple vehicles stored on the Land	Schedule 3, 11.0 – Concessionaire’s conduct
Overgrown vegetation and unkempt gardens	Schedule 3, 13.0 – Noxious plants and animals & 15.0 – Hedges, drains etc.
Animals (dogs) on site or suspected to be on site without prior written approval from DOC	Schedule 3, 14.0 – Domestic animals
Accumulated rubbish & waste stored on the Land	Schedule 3, 16.0 – Rubbish disposal

100. The most recent compliance monitoring was conducted by the Mahaanui District office team in May 2024. Of approximately 56 concession sites inspected, nearly half (26) were fully compliant with no issues noted, less than half (22) were compliant but had minor issues, and eight had significant issues.

101. This demonstrates that generally concession conditions are not being complied with at the settlement. The most effective way to ensure these conditions are met going forward is to conduct more stringent and regular monitoring of the huts, followed by appropriate enforcement actions in line with the Department’s standard operating procedure for compliance issues.

Section 17SC: Public notification

102. Applications for leases are required to be publicly notified per s17SC(1). Under s17U(1)(f), the Minister is required to consider any oral or written submissions received as a result of any public notice issued under s49.

103. The Department followed the steps set out in s49 of the Act regarding public submissions. The Submissions Summary Report¹¹ provides to the Minister a summary of all objections and comments received, and a recommendation as to the extent to which they should be allowed or accepted.

104. The applications were publicly notified on Friday, 27 September 2024 in The Press and on the Department of Conservation website. The notification period ended on Friday, 25 October 2024.

105. In total 30 submissions were received in support of the applications, and zero objections were received. Of the 30 submissions, 29 were from existing hut owners or direct family members of hut owners who have an application that is being assessed as part of this report.

106. Two submissions were received after the public submission period ended, both of which were accepted and considered. One submitter requested a hearing; they later withdrew their request. Accordingly, no hearing was required or held.

¹¹ Lower Selwyn Huts submissions summary report. <https://www.doc.govt.nz/globalassets/documents/getting-involved/consultations/2024/lower-selwyn-huts/lower-selwyn-huts-submissions-summary-report.pdf>

107. As the applications were notified together, the topics covered by submissions relates to both individual applications as well as the settlement as a whole. For the purposes of the summary report, the themes and sub-themes discussed in submissions were considered as pertaining to all applications.

108. Overall, the themes raised by submitters indicate a high level of support from submitters for the grant of new concessions. The submissions were categorised into the themes and sub-themes outlined in the table below.

109. The Minister is required to consider the recommendations and contents of the summary report before deciding whether or not to proceed with the proposal, per s49(2)(e). Some of the submissions raised themes that fall outside the scope of matters the decision maker can consider under s17U of the Act. The themes and recommendations that are relevant to decision making are discussed throughout the relevant sections of this report.

Key themes	Sub-themes
1. Planning	1. Lower Selwyn Huts settlement in management plans
2. Comments towards DOC	2a. Comments towards DOC - communication 2b. Comments towards DOC – consultation & process
3. Investment	3a. Investment - personal investment 3b. Investment - local infrastructure
4. Proposed concession	4a. Proposed concession - term 4b. Proposed concession - special conditions 4c. Proposed concession - fees 4d. Proposed concession - insurance
5. Personal distress	5. Personal distress
6. Connection	6a. Connection - tenure of ownership 6b. Connection - recreational opportunities 6c. Connection - community 6d. Connection - family 6e. Connection - quietness & solitude, wellbeing
7. Conservation management	7. Conservation management – kaitiaki/stewardship
8. Environmental	8a. Environmental – sea levels 8b. Environmental - flooding events 8c. Environmental – flood management
9. Historical significance	9. Historical significance

Section 17SD: Minister may require applicant to provide further information

110. Several reports have been provided to the Department by the applicants in support of the applications.¹² The reports have been commissioned by the applicants’ legal counsel on behalf of their clients. The following reports were provided:

- Review of Aqualinc report for Lower Selwyn Huts - Pattle Delamore Partners Ltd. (Appendix 5)
- The Lower Selwyn Huts: A Statement of Significance - Underground Overground Archaeology Ltd. (Appendix 7)

¹² Received by email from applicants’ legal counsel dated 26 September 2024.

111. These reports form part of the broad collection of knowledge regarding the Lower Selwyn Huts settlement and help the Department to better understand the effects of the activity taking place. Accordingly, findings from the reports have been considered as relating to all applications as part of this decision, pursuant to s17SE(1)(b).

Section 17SE: Minister may commission report or advice

112. The Minister may commission a report or seek advice on matters raised as part of an application at the applicant's expense.

113. In order to adequately consider the information provided by the applicants mentioned section 17SD above, the Department has commissioned NIWA to undertake a technical review of the PDP memorandum (mentioned above) pursuant to s17SE(1)(a). The following review has been conducted:

- Review of PDP memorandum relating to Aqualinc report for Lower Selwyn Huts – NIWA (Appendix 6)

Section 17U(1): Analysis of effects

114. Section 17U(1) requires the Minister to have regard to the effects of the activity as well any measures that can be undertaken to avoid, remedy or mitigate any adverse effects of the proposed activity. This section considers the effects of the activity from several perspectives which can generally be categorised as follows:

- Flooding and the potential effects of climate change
- Wastewater management
- Historical values
- Recreational values
- Cultural values
- Land stewardship
- Social values

115. When analysing the effects of the proposed activity, this section considers the following material:

- Contributions from Mahaanui District staff
- Recommendations from the Submissions summary report
- Information provided under s17SD of the Act
- Advice commissioned under s17SE of the Act

116. The section below assesses the potential and actual effects of the activity. While the effects assessment focuses on the settlement as a whole, each of the discussed effects can be applied to the individual huts.

Flooding and the potential effects of climate change

117. This section discusses the vulnerability of the settlement to flooding, the effects of flooding at the settlement, and explores the findings from several technical reports regarding the effects of climate change, particularly sea level rise, on Te Waihora and the Lower Selwyn Huts.

Vulnerability of the Lower Selwyn Huts to flooding

118. The Lower Selwyn Huts are located on the floodplain of Waikirikiri and in close proximity to Te Waihora (Map 2).¹³ The land where the settlement resides is characterised by low-lying topography and is vulnerable to flooding, and there have been several significant weather events that have inundated the settlement leading to its evacuation at least four times in recent years.¹⁴ Flooding at the settlement poses a safety risk to the people and structures of the settlement, resulting in evacuation of the settlement and damage to personal property.

119. Climate change is causing sea levels to rise, which has the potential to increase the frequency and magnitude of flooding of the Lower Selwyn Huts.¹⁵ Furthermore, extreme rainfall events are

¹³ Gallop, S., & Kirstein, V. 2024. Review of Aqualinc report for Lower Selwyn Huts. Pattle Delamore Partners Ltd.

¹⁴ Attachment 7: Explore Response Report. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oiaad-3688-attachment-7.pdf>

¹⁵ Attachment 4: Conservation Board Report 2021. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oiaad-3688-attachment-4.pdf>

predicted to become more frequent and more intense in the future,¹⁶ potentially increasing the vulnerability of the huts to surface flooding.

The impact of flooding at the Lower Selwyn Huts

120. The huts and associated structures that form the settlement are modest in nature and constructed from a variety of materials. A large proportion of the structures are in varying states of disrepair, and given the age of many of the structures, it is understood that some of them contain hazardous building materials such as asbestos.
121. Flooding has the potential to damage the huts and associated structures, making them uninhabitable and in the worst case resulting in abandonment. If flooding causes significant damage to structures, or if huts become uninhabitable or abandoned, the remaining structures, materials and personal property could be left on the Land or make their way into the lake. This poses a risk of contaminating the Land as well as Te Waihora with man-made objects, potentially including hazardous substances such as asbestos.
122. The impact of flooding on the land where the settlement resides and the 'off-site' effects on Te Waihora should be considered when assessing the effects of continued occupation of the settlement. For an 'off -site' effect to be relevant to an application, it must be an effect on conservation values. This includes the effects on natural and historic resources, as defined in the Act.¹⁷
123. The health of Te Waihora is integral to its mauri and supports the cultural identity of Ngāi Tahu. If significant flooding occurs at the settlement, this could introduce foreign, man-made contaminants to the lake. Accordingly, the effects of flooding at the settlement on the Land as well as Te Waihora are relevant to decision making.

Te Waihora lake levels

124. Te Waihora requires artificial drainage to manage the lake level and is primarily done to manage flood risk to land on the lake margins.³ Decisions to open Te Waihora are jointly made by Te Rūnanga o Ngāi Tahu and Environment Canterbury, and is not within the jurisdiction of DOC. Although decisions about opening the lake influence flooding at the settlement, such decisions are made based on a range of factors and purposes beyond consideration of the effect that lake levels have on flooding at the settlement.
125. As sea levels rise due to climate change, Te Waihora lake levels will become more challenging to manage, exacerbating and decreasing the ability of attempts to protect terrestrial land using current drainage protocols. This was evident when two attempts to open the lake in May 2025 were unsuccessful.¹⁸ Overall, all land surrounding Te Waihora will become increasingly susceptible to flooding as the effects of climate change impact the level of the lake.

Conclusion

¹⁶ Attachment 6: Climate Science Advice. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-6.pdf>

¹⁷ Section 2: Interpretation of conservation:

'conservation means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations'

¹⁸ Environment Canterbury. 2025. Te Waihora/Lake Ellesmere open to the sea. <https://www.ecan.govt.nz/get-involved/news-and-events/2025/te-waihoralake-ellesmere-open-to-the-sea/>

126. Flooding poses a risk to the structure of the huts, integrity of the settlement and has the potential to adversely affect the conservation values of the Land and Te Waihora. Rising sea levels are making it harder to drain Te Waihora, resulting in either the lake needing to be opened more frequently or an increase in the level of the lake.¹⁹ Therefore, flooding of the land around Te Waihora is likely to continue occurring at the same or increased rate in the future because of rising sea levels.
127. The risk of flooding is a risk that is understood by the Lower Selwyn hut owners, and is part of life at the settlement, according to the submissions received. The personal experiences that hut owners have shared through public submissions suggest that, for the most part, flooding at the settlement has been non-severe and that no claims have been made against the Department. Flooding will always present a risk to the huts and settlement; therefore, special condition 8 is proposed for any concession granted that will manage the risk of any claims being made against the Department. Other standard and special conditions ensure that the effects of the settlement are managed in cases of flooding.

Wastewater management

128. Sewage (blackwater & greywater) contamination of flood waters and subsequently Te Waihora is a potential effect of the activity. Greywater from each hut is collected in individual holding tanks (approximately 2,000–2,500 litres), which are secured onto concrete blocks and chained down to prevent movement during flooding. Onsite wastewater systems such as these are regulated under the Building Act 2004 and are authorised and managed by the Selwyn District Council.
129. Sewage was previously piped from individual huts into four shared community holding tanks. The historic community holding tanks system has been phased out with two community tanks removed and plans in place to remove the remaining two community tanks. Currently, most hut owners have upgraded to individual flush toilets connected to personal sewage holding tanks, which are serviced monthly by Robson’s Environmental.
130. The use of holding tanks is appropriate in areas where a full wastewater management system cannot be managed within property boundaries, and for dwellings that are used infrequently such as baches. Holding tanks are generally in-ground and fitted with a water level indicator/alarm, which indicates when the tank needs to be pumped out and taken to a treatment plant by an approved wastewater pump-out contractor.²⁰
131. No wastewater discharge from the greywater tanks or the sewage holding tanks is permitted or known to occur. As there is no known discharge of waste to the land, no consent for discharge is required from Environment Canterbury. Public submissions received also reflect this, highlighting that investments made in wastewater infrastructure minimise the environmental impact of the settlement on the Land and Te Waihora.

Conclusion

132. The management of wastewater at the settlement is fully contained within holding tanks, and no wastewater discharge is known to occur. Full containment (no discharge) options have the lowest impact on surface and ground water so long as they are operated and maintained correctly (i.e. they are regularly pumped out so as not to overflow), and do not leak. These findings are echoed by

¹⁹ Gallop, S., & Kirstein, V. 2024. Review of Aqualinc report for Lower Selwyn Huts. Pattle Delamore Partners Ltd.

²⁰ Environment Canterbury. 2024. Onsite wastewater management systems (OWMS). <https://www.ecan.govt.nz/your-region/your-environment/water/wastewater/onsite-wastewater-management-systems-owms>

recommendations from the Submissions Summary Report, which direct the Minister to accept that investments made into wastewater infrastructure reduce the adverse effects of the activity

133. The current wastewater systems and infrastructure minimise any potential adverse effects of the huts on the Land and surrounding environment as long as they remain compliant with the regulations of the Building Act 2004 and Selwyn District Council's requirements and are managed and maintained appropriately. The standard conditions of any new concession require concessionaires to comply with the relevant statutes and authorities noted above. Special condition 16 is recommended to ensure that wastewater is managed appropriately.

Historical Values

134. The Lower Selwyn Huts have existed since at least the 1920s and were constructed on the edge of Te Waihora to facilitate recreational activities such as fishing and game bird shooting. The huts themselves are modest dwellings that form a small, tight-knit community. The settlement is representative of 'Kiwiana' culture, embodying values such as simplicity, community and having a 'DIY' attitude. These days, the huts are not just a destination for recreationalists, but also a diverse community of people seeking solitude and connection to nature.

135. The settlement's heritage value is primarily linked to New Zealand's history of recreational angling and small fishing hut communities. An assessment of heritage significance found the settlement to be culturally and historically relevant through its connection with sport, leisure, colonial spirit and local ingenuity.²¹ Public submissions received echo this and highlight the settlement's importance from a regional, national and cultural perspective.

136. The area where the huts reside may hold some archaeological interest due to pre-1900 occupation. However, to date no evidence has been presented that confirms archaeological remains have been preserved that have the potential to provide significant information on the history of New Zealand. Furthermore, none of the remaining huts have been proven to have been constructed prior to 1900²², therefore, any archaeological values are connected to the Land rather than the huts themselves.

Conclusion

137. Overall, the settlement holds moderate cultural and historical values but is not considered to have significant heritage values. The huts are not currently listed in the District Plan heritage schedule nor in the New Zealand Heritage Pouhere Taonga List, although this is recommended by Underground Overground Archaeology Ltd in their assessment.

138. The historical values discussed have been enabled through previous and existing concessions that have authorised the individual leases, but the existence of the huts began long before the Department became the land administrator. As the applications are for leases that enable continued use of the huts and structures that form the settlement, the historical values discussed above will be retained through the granting of new concessions, for the duration of any concession

²¹ Irvine, S., & Webb, K. 2024. The Lower Selwyn Huts: A Statement of Significance. Underground Overground Archaeology Ltd. Page 33.

²² The Heritage New Zealand Pouhere Taonga Act 2014 defines an archaeological site as:

- (a) any place in New Zealand, including any building or structure (or part of a building or structure), that—
 - (i) was associated with human activity that occurred before 1900 or is the site of the wreck of any vessel where the wreck occurred before 1900; and
 - (ii) provides or may provide, through investigation by archaeological methods, evidence relating to the history of New Zealand; and

granted. The decision maker may consider the historical nature of the settlement has some weighting in terms of its connection to the recreational opportunities that the huts afford.

Recreational Values

139. The settlement was originally established to facilitate recreational activities such as fishing and game bird shooting. Public submissions echo this, discussing the available recreational opportunities that include fishing, bird hunting, flax weaving, kayaking, gathering food, or just enjoying the general 'wildness' of the area. These opportunities are available to hut owners as well as the general public.
140. The recreational opportunities described above could be facilitated or inhibited by the huts depending on the user group. These activities have the potential to impact access to the area for the general public or to facilitate access for hut owners as the settlement may have the perception of private ownership.
141. Public submissions also highlight the general amenity value of the area, quoting peacefulness, solitude and positive effects on personal wellbeing.

Conclusion

142. The recreational benefits are primarily derived from the huts' natural surroundings. While these benefits may be enjoyed more regularly by hut owners given their proximity to the recreational opportunities, the recreational opportunities are accessible to the general public and are not limited to hut owners.
143. The huts potentially restrict public access to the area, given a perception of private ownership and exclusive possession of public conservation land is required to facilitate the huts remaining in place. However, even without exclusive possession of land and access to a hut, the majority of recreational benefits can still be enjoyed by the general public. Therefore, granting concessions for future continued use of the huts will not have any significant effect on the recreational values present.
144. Positive recreational effects are generally synonymous with natural spaces, although in this case they may be enhanced and facilitated by the huts which provide shelter and an added layer of comfort. Therefore, these effects are inherent to the land but may be experienced to a greater degree by hut owners rather than the general public.

Cultural Values

145. The huts and settlement are connected to a community of hut owners, the wider cultural identity of the region and exist upon land that is culturally significant to tangata whenua.
146. The huts are considered by submitters to be culturally important to the nation as a testament to small fishing hut communities, and the embodiment of Kiwi values such as having a "DIY attitude," and are described as "quintessential Kiwiana". The Statement of Significance discussed above describes the settlement as being regionally significant, owing to its connection with brown trout fishing and the Waikirikiri.
147. The cultural value of neighbouring Te Waihora should also be considered as a relevant 'off-site' effect. Te Waihora is a tribal taonga, major mahinga kai site, vital food basket, and a major source of spiritual and cultural identity for Ngāi Tahu and Ngāi Te Ruahikihiki. While these values are not directly tied to the settlement, the proximity of the settlement to Te Waihora means that these values, or efforts to enhance these values, should not be inhibited by the presence of the

settlement. Furthermore, the proposed activity potentially has adverse environmental effects on Te Waihora, which in turn could impact the mahinga kai and cultural value of the lake.

Conclusion

148. The Lower Selwyn Huts hold cultural values that are connected to the community of hut owners and the broader cultural identity of the region. Neighbouring Te Waihora is culturally significant to Ngāi Tahu and Ngāi Te Ruahikihiki, and any decision regarding future concessions should consider the impact on the cultural value of Te Waihora.

149. New concessions could potentially have a negative effect on the cultural value of Te Waihora for Ngāi Tahu, especially if granting future concessions inhibit or impair the cultural health of the lake or Ngāi Tahu's vision for Te Waihora. The long-term vision for Te Waihora and the effect of granting new concessions is discussed further in the 'Treaty Partner Relationships' section and 'Section 4' sections of this report.

Land stewardship

150. Public submissions highlight that hut owners make efforts to maintain local areas around the huts that are publicly accessible, as well as Te Waihora. This includes mowing public domains, tree planting and pest control. In doing so, the actions of hut owners express a sense of kaitiakitanga, or stewardship, over the land and connection to its natural resources.

Conclusion

151. Some of the concessionaires' actions have a positive effect on conservation values in the area as they help protect natural resources and enable recreational enjoyment by the general public. This supports the purpose of the land. However, there is limited information beyond hut owners' accounts that detail the extent to which these actions take place. There is also limited scope for understanding if these actions would be considered a benefit to conservation values in the absence of the huts.

Social Values

152. The huts foster a sense of belonging and support intergenerational family ties. Recommendations from the Submissions summary report highlight a sense of community amongst hut owners and the importance of that to individual hut owners. There are positive social and cultural effects that hut owners experience through a sense of community and community-based values, which contribute to the amenity value of the area.

153. Submitters also indicate that the huts and settlement facilitate a connection to family; primarily enabled through hut ownership, which is intergenerational in some cases, or by association. These positive social effects, however, are largely exclusive to hut owners rather than general public visiting the area.

Conclusion

154. Granting concessions for future continued use of the huts will ensure the social values that hut owners experience will be retained, but these will continue to primarily benefit hut owners only.

Section 17U(3): Purpose for which the land is held

155. A concession cannot be granted if the proposed activity is contrary to the purpose for which the land is held.
156. The Lower Selwyn Huts are located across two parcels of land; Greenpark Sands Conservation Area and Conservation Area Lower Selwyn Huts. Both parcels of land are classified as Stewardship Areas under s25 of the Act, which requires stewardship areas to be managed so that their natural and historic resources are protected. The natural and historic resources of the Land are tied to the Land, history of the settlement and more widely Te Waihora.
157. The applicants have provided additional information relating to the status of the land on which the huts are located.²³ The material states that the land should be regarded as a reserve and formally gazetted as such. This information does not materially change the Department's understanding of the classification of the land, which is regarded as public conservation land.
158. With appropriate conditions to avoid, remedy and/or mitigate the adverse effects of the proposed concessions, the use of stewardship land for the purpose of a recreational hut site and associated structures can ensure the natural resources of the area are protected, including Te Waihora. As the applications are to lease land that includes the existing structures that form the settlement, some of the historic connections are maintained. Therefore, the applications are not inconsistent with the purpose for which the land is held.

Section 17U(4): Can a structure or facility be reasonably undertaken elsewhere?

159. The Minister shall not grant an application for a concession to build or extend a structure or facility where it can reasonably be undertaken outside of public conservation land, or in an existing facility.
160. The applications are for the lease of land for the purpose of existing recreational huts and associated structures and are not applications to build new or make extensions to existing structures. The proposed operating conditions of any new concession will prohibit any works to extend or upgrade the structures currently authorised by the existing concessions, except where necessary maintenance is required.
161. The settlement has existed on PCL since the 1920s and cannot reasonably be undertaken in another location, given the significant number of huts, associated structures and infrastructure that form the existing settlement. The applications propose to use existing structures currently on the land, consistent with s17U(4)(b).

Section 17U(5) and (6): is exclusive possession necessary

162. The Minister may grant a lease relating to an interest in land that requires exclusive possession of the land where it is necessary to protect public safety, the physical security of the activity concerned and for competent operation of the activity.
163. Exclusive possession of the Land is necessary for the activity applied for as the lease area is and will continue to be occupied by structures if the concessions are granted. The applications are for the lease of specific sections of Land that have been identified in existing concessions. Multiple structures currently occupy each section including a hut building, shed, garage, woodshed, fences, etc. that will either remain in their current location or be removed at a later stage.

²³ Received by email from applicants' legal counsel dated 23 February 2026.

164. To protect the physical security of the huts it is necessary to maintain clear boundaries that define the lease area (and structures upon it) as 'private' and not for general use by the public. In doing so, any concession granted would allow for competent operation of the activity, i.e. the huts, as exclusive possession enables the concessionaire to use the Land per the terms of their concession. Therefore, the Department is satisfied that exclusive possession of the Land is necessary in the case of these applications.

Section 17W: Relationship between concessions and conservation strategies and plans

165. The applications are assessed against the relevant provisions of the Conservation General Policy, Canterbury (Waitaha) Conservation Management Strategy and Te Waihora Management Plan below. The analysis below highlights the policies and methods relevant to the applications and discusses their consistency with the applications.

Conservation General Policy 2005 (CGP)

Historical and Cultural Heritage

166. Policy 5 of the CGP sets out provisions to manage historical and cultural heritage on public conservation land. The CGP defines historical and cultural heritage as any building or other structure, archaeological site, natural feature, wāhi tapu, or object, associated with people, traditions, events or ideas, which contribute to an understanding of New Zealand's history and cultures. This definition would encompass elements of the Lower Selwyn Huts settlement, as identified in paragraphs 134 - 138 of this report.

167. Conservation management strategies and plans should identify historical and cultural heritage on public conservation land (policy 5(a)) and the required outcomes for that heritage. Furthermore, historical and cultural heritage that is assessed as having high significance in accordance with the Historical Places Act 1993 (replaced by the Heritage New Zealand Pouhere Taonga Act 2014) should be actively managed. The Lower Selwyn Huts have not been identified in the CMS as a historic site for active management (Appendix 10 of the CMS – Actively conserved historic places on public conservation lands and waters in Canterbury) and the JMP does not identify the settlement as a historic resource. The settlement is also not listed as a heritage place under the Heritage New Zealand Pouhere Taonga Act 2014.

168. Policy 5(e) states that historic buildings and structures on public conservation lands should be used in ways that enable their preservation and provide opportunities for the public to appreciate them, in keeping with their assessed significance. Based on the findings of the SOS and the corresponding Review, the material does not support a conclusion that the buildings and structures within the Lower Selwyn Huts settlement hold significant heritage value as proposed by the SOS.

169. The Department notes that the applications under assessment are for the exclusive use of public conservation land for the purpose of existing recreational private huts and associated structures. As the applications are for leases that enable continued use of the huts and associated structures that form the settlement, any historical and cultural heritage values will be preserved through the granting of new concessions, for the duration of any concession granted.

170. Opportunities for the public to appreciate the existing buildings and structures are limited at present because the huts and associated structures are privately owned and not accessible to the public. Furthermore, a large proportion of the buildings and structures that form the settlement are in varying states of disrepair, potentially inhibiting access to and appreciation of certain individual huts and structures. In their current operational and physical state, the public has limited opportunity to appreciate the buildings and structures that form the Lower Sewlyn Huts.

171. The individual huts and structures that comprise the Lower Selwyn Huts are regarded as private accommodation in the CMS and as recreational huts in the JMP. The Department is required to consider policy 5 in conjunction with policy 10 of the CGP regarding accommodation and related facilities, which is discussed in the section below.

Private Accommodation

172. Policy 10 of the CGP sets out requirements for Accommodation and Related Facilities on public conservation lands. The Lower Selwyn Huts are considered private accommodation as they are not available for use by the general public.
173. The CGP allows accommodation facilities on PCL for the purpose of public recreation (policy 10(a)) and requires such accommodation owned other than by the Department to have a concession (policy 10(b)). Any concession, if granted, for accommodation should be consistent with the objectives of the relevant Act, statutory purpose for which the land is held and any relevant conservation management strategy or plan (policy 10(c)).
174. Policy 10(h) sets the expectation that all existing private accommodation, including encampments, will²⁴ be phased out except where specifically provided for or allowed in legislation. Existing private accommodation should be removed at the end of the phase-out period, unless retained and managed by the Department for public use.²⁵ Accordingly, this policy requires the Lower Selwyn Huts to be phased out.
175. The CGP does not provide guidance for the methodology of a phase-out period or define a phase-out term, other than to state that it will be in accordance with the conditions and timeframes set out in any relevant concession or conservation management strategy or plan. As the JMP does not discuss the phase-out of private accommodation, the CMS is deferred to for methodology guidance on the phase-out of private accommodation.
176. Policy 10(e) states that any approved private accommodation should avoid or minimise adverse effects on natural resources and historical and cultural heritage, and on the benefit and enjoyment of the public, including public access. Through the inclusion of and adherence to standard and special conditions in any concession granted, the huts minimise adverse effects created and are consistent with policies 10(e)(i) – (v).²⁶ The effects of the huts and proposed special conditions are discussed in the analysis of s17U of this report.
177. The Department is required to monitor the effects of private accommodation to inform future management decisions (policy 10(f)), and to charge a ground rental for existing private accommodation (policy 10(i)). Yearly monitoring is undertaken by the Mahaanui District team to assess the effects of the huts, and a rental fee will be a part of any concession granted, ensuring consistency with these policies.

Canterbury (Waitaha) Conservation Management Strategy 2016 (CMS)

²⁴ Footnote 1, Attachment 2: Management planning advice 2020.

<https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-2.pdf>

²⁵ Policy 10(h), Conservation General Policy 2005 states:

‘Existing private accommodation and related facilities, including encampments, on public conservation lands and waters will be phased out, except where specifically provided for or allowed in legislation, in accordance with the conditions and timeframes set out in any relevant concession or conservation management strategy or plan. They should be removed at the end of the phase-out period, unless retained by the Department for public use.’

²⁶ Policy 10(e), Conservation General Policy 2005 states:

‘All accommodation and related facilities including replacements, additions and extensions on public conservation lands and waters should:

iv. be located, designed, constructed and maintained to meet all legal requirements and standards;
v. be of such a scale, design and colour that they harmonise with the landscape and seascape;’

178. The Canterbury (Waitaha) Conservation Management Strategy provides guidance for the Department’s work in the form of high-level objectives for Canterbury, outcomes for Places within the region and more specific policies for conservation management and decision-making.

179. The public conservation lands around Te Waihora are discussed in Part Two of the CMS, relating to the Coastal Land and Marine/Ki Tai Place. Policy 2.9.16 states that the Te Waihora Joint Management Plan Area is to be managed with Ngāi Tahu and in accordance with its conservation management plan.²⁷ The CMS is relevant in that it gives direction around phase out of private accommodation not specifically provided for in legislation.

180. The applicants suggest that an exception conferred by section 7(2) of the Conservation Amendment Act 1996 (CAA)²⁸ relates to the Lower Selwyn Huts and suggests that the settlement is specifically provided for or allowed in legislation. If applicable, this exception would allow the Minister to grant a concession without the considering the provisions of Part 3B of the Act, i.e. the applications wouldn’t need to be assessed against sections 17U and 17W of the Act.

181. This exception only applied until 2024, when the final right of renewal for the hut leases expired.^{29,30} Section 7(2) of the CAA does not apply to the Lower Selwyn Huts and cannot be used as grounds for an automatic renewal of the concessions. Therefore, the Lower Selwyn Huts are not specifically provided for or allowed in legislation, and the applications are required to be assessed against Part 3B of the Conservation Act, including s17U and s17W of the Act.

182. Part 3, Section 3.11 of the CMS discusses private accommodation, reiterating that under the CGP, the use of private accommodation and related facilities is to be phased out except where specifically provided for or allowed in legislation. Table 16 identifies specific situations regarding private accommodation within Canterbury, including the Lower Selwyn Huts:

LOCATION	NUMBER	AUTHORISED	EXCEPTION APPLIES ³⁰	RIGHT OF RENEWAL	NOTES
Lower Selwyn Huts Conservation Area	58	Yes – expire 2019	Yes	Yes – till 2024	Authorised by specific leases since the settlement was established in the 1920s, and now in accordance with the Te Waihora Joint Management Plan 2005.

183. Table 16 and Policy 2.9.16³¹ create a strong expectation that the Lower Selwyn Huts will be managed in accordance with the JMP and contains no provisions setting out a future management

²⁷ Policy 2.9.16 states:

With Ngāi Tahu, manage the Te Waihora Joint Management Plan Area in accordance with its conservation management plan.

²⁸ Footnote 80, Canterbury (Waitaha) Conservation Management Strategy 2016, Page 148.

²⁹ Paragraph 14, Attachment 3: Management planning advice 2021.

<https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oiaid-3688-attachment-3.pdf>

³⁰ Position communicated to legal counsel in an email dated October 4, 2024, states:

‘The Department’s position is that section 7(2) of the Conservation Amendment Act 1996 only applies to the first grant of a concession after 1996. After the first grant of a concession, any occupation rights that existed prior to 1987 are void and of no effect. Consequently, sections 17U and 17W apply to the current applications, and there is no relevant right of renewal or right to a new lease that exempts the requirement to notify applications in section 17SC.’

³¹ Policy 2.9.16, Canterbury (Waitaha) Conservation Management Strategy 2016, Page 129 states:

direction for the huts. As the JMP has not been amended, reviewed, withdrawn or revoked, it continues to provide the primary guidance regarding the management of the settlement. Management of the huts is consistent with Policy 8 of the Interpretation policies of the CMS³² provided it is not inconsistent with the CGP.

Phase out methodology

184. As the phase out term and methodology are not specified in either the CGP or JMP, the phasing out of private accommodation is to be guided by the CMS to ensure consistency with policy 10(h) of the CGP. Policy 3.11.2 directs that private accommodation can be phased out either by phasing in public use or by removing the buildings at the end of the phase-out period, unless retained by the Department for public use or management of historical and cultural values.
185. Policy 3.11.3 requires consultation to be undertaken with the Canterbury Aoraki Conservation Board ('the CACB') and the applicants when assessing the applications including the options for phasing out the settlement. The CACB was previously contacted regarding the future of the settlement,³³ and feedback was received regarding the current applications which is discussed in the section titled 'Canterbury Aoraki Conservation Board'. The applicants were consulted in December 2023 through meeting with a small group of residents from the Lower Selwyn Hut Owners Association. Therefore, the applications are consistent with policy 3.11.3.
186. Policy 3.11.4 provides specific conditions for concessions authorising private accommodation, in accordance with the policy to phase out private accommodation (policy 3.11.2). Should removing the buildings be the chosen phase-out method, then they are to be removed within 18 months of the death of the person named on the authorisation as of 27 June 2013, or within 20 years of the approval of the CMS, whichever comes first (policy 3.11.4(b)).
187. As the CMS was approved in 2016, private accommodation such as the Lower Selwyn Huts is anticipated to be removed by 2036, unless retained for public use by the Department or for the active management of historical and cultural values.³⁴ The Department's proposition to remove the huts upon expiry of the final term (of up to 10 years)³⁵ or upon the termination of any new concession granted is consistent with policy 3.11.4.
188. Policy 3.11.4 also specifies conditions that concessions for private accommodation, if granted, should include (policies 3.11.4(c) – (g)). Standard lease concession conditions 13 and 15 respectively within Schedule 2 of any new concession granted will ensure policies 3.11.4(e) and (g) are met. Proposed special conditions 13 and 14 respectively within Schedule 3 should be included in any new concession granted to ensure that policies 3.11.4(c), (d) and (f) are satisfied.
189. Finally, policy 3.11.6 states that the Department should not authorise the substantial repair or replacement of private accommodation and related facilities if they fall into substantial disrepair.

'With Ngāi Tahu, manage the Te Waihora Joint Management Plan Area in accordance with its conservation management plan.'

³² Policy 8, Canterbury (Waitaha) Conservation Management Strategy 2016, Page 12 states:

'Approved national park and conservation management plans continue to have effect until they are amended, reviewed, withdrawn or revoked.'

³³ Attachment 4: Conservation Board Report 2021. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-4.pdf>

³⁴ Footnote 83, Canterbury (Waitaha) Conservation Management Strategy 2016, Page 150 states:

'Unless retained by the Department for public use/active management of historic and cultural heritage values.'

³⁵ Attachment 8: Letter to Ngāi Tahu. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-8.pdf>

This policy also applies where private accommodation is damaged by an event that renders them untenable, such as a flood. Proposed special condition 13 is recommended to ensure that any concession granted is consistent with this policy.

Te Waihora Joint Management Plan 2005 (JMP)

190. The Te Waihora Joint Management Plan 2005 (JMP) provides for the effective integrated management of the Te Waihora (Lake Ellesmere) Joint Management Plan area ('the JMP area'). Part 2 of the JMP discusses the values of Te Waihora, while Part 3 sets out policies and methods for the management of the Joint Management Plan area.
191. The JMP was jointly prepared with Ngāi Tahu and gives effect to the Ngāi Tahu Claims Settlement Act 1998. It provides for the management of the public conservation lands and waters of the JMP area that includes Te Waihora and the Lower Selwyn Huts. The JMP provides the views and interests of Ngāi Tahu regarding future management decisions of the JMP area, in addition to any specific feedback received from Ngāi Tahu and affiliates regarding these applications.
192. The JMP was prepared for a ten-year period to be reviewed by 2015. This review has not yet been undertaken, however, the JMP remains one of the relevant statutory documents. At the time of JMP publication, the Lower Selwyn Huts leases were valid until 2019, with rights of renewal till 2024.
193. Part 2 of the JMP discusses the cultural, natural, historic, recreational and commercial values of Te Waihora. The Lower Selwyn Huts are recognised in Section 6.1.2 and 6.1.3 as recreational huts associated with fishing and game bird shooting, and as a hut settlement in Section 7.2.2.
194. Part 3 of the JMP sets out policies and methods for 'the future management of the Joint Management Plan Area'. Section 3 discusses Landforms and Landscapes in the Joint Management Plan Area, including Te Waihora.
195. **Method 3a** directs that any other adverse effects on landscape values of existing structures are avoided, mitigated or remedied. The structures are already present on the Land, having previous concessions granted by the Department and are recognised in the JMP. The huts have not materially changed in style, character or footprint since the previous (existing) concessions were granted in 2004, or since the JMP was published in 2005. Therefore, the Department considers that there are minimal adverse effects additional to those already known and accepted effects on the landscape values present when the JMP was published in 2005. The risk of any additional adverse effects on landscape values can be avoided or mitigated through appropriate standard and special conditions in any concession granted, including proposed special condition 13 which requires that the structures do not change style or character, or dimension without approval from the Department.
196. **Method 3d** states that the Lower Selwyn Huts lease agreement should be maintained with building standards that ensure any adverse effects from the structures on the landscape of Te Waihora are avoided, remedied or mitigated. The operational aspects of the huts are discussed in the analysis of s17U(1) in this report, including measures taken by hut owners to avoid adverse environmental effects to Te Waihora such as effective wastewater management. Furthermore, standard condition 13 in Schedule 2 of the proposed concession requires the structures to comply with relevant legislation such the Building Act 2004, which regulates the construction, alteration, demolition, and maintenance of buildings. Through these measures and conditions, any new concession granted will be consistent with method 3d.
197. Section 7 discusses Commercial and Other Activities in the Joint Management Plan Area. The leading statement of this section reads:

‘It is the Ngāi Tahu intent that commercial and other activities do not detract from the long-established and still important customary access to and use of Te Waihora and its resources.

Commercial and other activities are an integral part of Te Waihora but they need to respect the wide-ranging conservation values of this important wetland.’³⁶

198. Policy 7.2.2 relating to Other Activities states that the Minister should not provide for buildings for exclusive private use, except as provided for at the Lower Selwyn Huts. The existing (and still operative) lease concessions, which authorised the various concessions until 2024, provided for the Lower Selwyn Huts through the 10-year period of the JMP. The applications are consistent with this policy so far as the effective period of JMP. However, it is important to note that policy 7.2.2 does not necessarily equate to a positive plan intent for the huts to remain into the future.³⁷
199. Policy 7.2.3 indicates that the Lower Selwyn Huts settlement remaining on site should not constrict or restrain Te Waihora lake levels or management for mahinga kai, conservation or other purposes. This reflects a component of the leading statement of this section (quoted above) and is consistent with the feedback from Te Taumutu Rūnanga regarding the applications, which reiterates the aspiration to raise the level of Te Waihora as part of their long-term restoration vision.
200. The settlement is prone to flooding due to its topographical location and proximity to Te Waihora. The lake has historically been drained to protect the surrounding land,³⁸ and higher lake levels can result in more flooding of land around the lake.³⁹ Flooding has the potential to damage the structures at the settlement and the adverse effects of this on the Land and Te Waihora are discussed further in paragraphs 117 - 127 of this report.
201. Lake level management is beyond the jurisdiction of the Department, with decisions regarding the lake opening jointly made by Te Rūnanga o Ngāi Tahu and Environment Canterbury. Therefore, the management of Te Waihora levels (including draining) is an off-site activity and beyond the scope of the applications being assessed in this report.
202. The effect of climate change and sea level rise is and will continue to make draining the lake more challenging in the future. Policy 7.2.3 makes it clear that the settlement should not constrict or restrain Te Waihora levels, i.e. decisions regarding lake levels should not be inhibited by the existence of the settlement. Therefore, allowing the Lower Selwyn Huts to remain on site in the ‘long-term’ or beyond a transitional period is potentially inconsistent with policy 7.2.3 of the JMP and conflicts with the long-term restoration vision of Te Taumutu Rūnanga. It is recommended that the terms of any new concession granted considers and responds to the changing physical landscape of Te Waihora and the long-term aspirations of Ngāi Tahu.
203. Method 7.2b for the policies noted above directs the Lower Selwyn Huts to be managed in accordance with the objectives and policies of the JMP. The JMP clearly acknowledges the presence of the Lower Selwyn Huts and provides for them and their management, at least for the anticipated 10-year term of the plan (till 2015).

Discussion

³⁶ Section 7, Part 3. Te Waihora Joint Management Plan, Page 84.

³⁷ Management planning advice received in email dated 11 March 2025, see [DOC-10340192](https://www.doc.govt.nz/documents/default.aspx?docid=10340192).

³⁸ Section 5.2, Part 2. Te Waihora Joint Management Plan, Page 76.

³⁹ Rutter, H., England, M., & Kerr, T. 2017. Impact of Climate Cycles and Trends on Selwyn District Water Assets. https://www.waternz.org.nz/Attachment?Action=Download&Attachment_id=2872

204. The consistency of the applications with the relevant conservation management strategies and plans is summarised below:

- The Lower Selwyn Huts are regarded as existing private accommodation under the Conservation General Policy (CGP), and while the CGP definition of historical and cultural heritage could encompass aspects of the settlement, they are not identified or managed as such in the CMS or JMP. The settlement is specifically acknowledged in the CMS as private accommodation and in the JMP as recreational huts.
- The CMS directs the management of the Selwyn Huts to the JMP. Therefore, the JMP is the primary guidance document for management of the settlement, provided it aligns with the CGP.
- The JMP is silent on the renewal of the concessions or future continued presence of the settlement, likely due to its intended 10-year term (from 2005). As the JMP lacks direction on the settlement's future beyond 2015, the CGP and CMS guide the long-term management of the settlement.
- The CGP requires private accommodation to be phased out unless explicitly allowed by legislation. No legislative exemption applies to the Lower Selwyn Huts, so they are not exempt from this phase-out requirement.
- Neither the CGP nor JMP provides specific guidance on phase-out implementation, so the CMS must be used for guidance on phase-out methodology. The CMS requires phase-out by phasing in public use or removing structures by 2036.
- A proposed 10-year concession term, with no renewal and removal upon expiry or death of the concessionaire, aligns with CMS phase-out requirements. Special condition 15 should be included in any new concession to ensure hut removal and land remediation. Therefore, the applications are consistent with CGP, CMS, and JMP if all conditions of any concession granted can be met.

Applicant comments

205. Applicants were offered the opportunity to provide comments to the decision maker on the analysis of their concession applications. The draft decision report was provided for the purpose of giving applicants an opportunity to correct any errors and to make any comments before presenting it to the decision maker, pursuant to s17SE(2).
206. All applicants were provided a copy of the draft decision report relevant to their concession application on 7 October 2025. An initial period of 20 working days was provided, with any comments due by 5 November 2025.
207. Following the completion of a request for additional information,⁴⁰ an additional two (2) week extension was made available to applicants upon request, with any comments due by 24 November 2025.
208. On 17 November 2025, applicants' legal counsel requested a further extension to 26 January 2026. The reason for this request was that the additional information³⁹ provided raised issues requiring further investigation, and coordinating a response from multiple applicants presents a challenge. A further extension was provided to applicants to 26 January 2026.
209. Comments were provided by two (2) parties; applicants' legal counsel and one applicant. The comments highlighted that the draft decision report omitted the analysis of policy 5 of the CGP regarding Historical and Cultural Heritage. Policy 5 has now been considered in paragraphs 166 – 171 of this report. No further amendments have been made to this report as a result of the comments.
210. The complete set of comments provided, and the Department's responses can be found in Appendix 4 and 4.1.

⁴⁰ Request from legal counsel for information under the Official Information Act 1982. OIAD-5754 received by the Department on 16 October 2025; response provided on 10 November 2025.

Proposed Operating Conditions

Annual Activity Fee

211. The proposed annual activity fee has been assessed and calculated by the Commercial Pricing team. Activity fees for buildings and structures on public conservation land are typically charged using one of the following methodologies:

- i. A percentage of revenue generated from the site, or
- ii. A metre squared rate reflective of the size of the site, or
- iii. A percentage of the land value of the site.

212. As all sites have been priced on a consistent fixed fee in the past, and most of the sites have a lease area of 162m², a fixed rate of \$2,592 plus GST is recommended for each of the sites.

213. The Annual Activity Fee specified in Item 6 of Schedule 1 shall be reduced each year to the lesser of:

- i. the amount equal to the Annual Activity Fee minus the annual Remediation Fund payment made by the Concessionaire; or
- ii. six percent (6%) of the assessed land value. The assessed land value may either be determined by a registered valuer, or the land value attributed to the concession land in accordance with the process undertaken by the territorial authority under the Rating Valuations Act 1998 and the Local Government Act 2002.

214. Fee assessment: [DOC-10380009](#)

Remediation fund

215. The Department has previously discussed a 'clean-up fund' related to the final expiration of the leases for the removal and remediation of the Land.⁴¹ The 'clean-up fund', or remediation fund, is a bond designed to cover the costs of work required at the end of a concession in the event that the concessionaire can't or won't remove the structures and remediate the site.

216. Upon the expiration of any new concession granted the hut buildings and associated structures must be removed and the Land remediated to a natural state. There is a risk that some huts and/or structures may be abandoned by concessionaires, leaving the Department responsible for their removal and the remediation of the Land. This risk has already occurred in two cases where hut owners left the country and did not apply for new concessions. The Department had to remove the huts, which contained hazardous materials such as asbestos. Two more huts in similar circumstances are expected to be removed soon.

217. To manage this risk, it is recommended that a bond be established for any new concessions granted, pursuant to s17X(e)(i) of the Act. Some hut owners may struggle to pay a full bond upfront, and the Commercial Pricing team has recommended that a bond be comprised of annual payments over a total 10-year period.

⁴¹ Attachment 7: Explore Response Report. <https://www.doc.govt.nz/globalassets/documents/about-doc/oia/2024/february/oia-3688-attachment-7.pdf>

218. At the end of a concession with a 10-year term, the remediation fund will amount to 70% of the estimated minimum cost of removal and rehabilitation of the Land for each concession, equivalent to \$14,000 per site. This equates to an annual payment of \$1,400 per site.

219. Remediation Fee recommendation: [DOC-10380008](#)

Land

220. The applications are to lease specific sections of Land currently authorised by existing concessions. In several applications, there is a mismatch between the lease areas applied for and the lease areas authorised by existing concessions. The Department will only consider granting concessions for lease areas that align with the authorised boundaries of existing concessions.

Term

221. Various terms are requested by applicants. These are outlined below:

Term applied for (total)	Number of applications
20 years	42*
10 years	5

*38 of these applicants requested a term comprising one (1) five-year term and three (3) rights of renewal of five years each, i.e. the same term granted under the previous concession.

222. Several factors need to be considered when deciding the duration of the concessions. These are:

- Statutory plan requirements
- Treaty Partner interests
- Operational policy
- Feedback received from the public notification process

Statutory plan requirements

223. The CGP guides that private accommodation on public conservation land such as the Lower Selwyn Huts be phased out. As the JMP does not discuss phase out methodology, the CMS directs the phase out of the huts. The CMS requires phase-out by phasing in public use or removing the structures by 2036.

224. In order to be consistent with policy 10(h) of the CGP and policies of the CMS regarding phasing out private accommodation, any concession granted cannot exceed a total term of 10 years.

225. The vulnerability of the Lower Selwyn Huts to flooding and the effects of climate change pose environmental risk to the Land and Te Waihora, making the settlement unsustainable in the medium to long term. Phasing out the settlement by phasing in public use is not considered suitable due to the current condition of the structures and risk of flooding at the settlement.

226. The settlement retains some historic and cultural heritage values that would potentially be lost if the settlement was phased out. Although these values exist, they are minor and do not warrant the huts being retained by the Department for their active management.

Treaty Partner interests

227. The unsustainability of the settlement is compounded by Ngāi Tahu's aspirations to raise the level of Te Waihora. Feedback from Te Taumutu Rūnanga recommends a maximum of 5 years in acknowledgement of this vision. In light of the Department's commitments under Section 4 of the Conservation Act, the Ngāi Tahu Claims Settlement Act, and the Te Waihora Joint Management Plan, the requirement to actively protect Ngāi Tahu's interests is a key consideration in determining the appropriate concession term.

Operational policy

228. The Department's Operational Policy states that existing private accommodation on public conservation land should be removed unless it is retained for public use. The CGP mandates the phase-out of such accommodation and does not allow for discretion, however, the Department retains discretion in determining the most appropriate approach for managing private accommodation up until the point of removal.

Feedback received from the public notification process

229. Public submissions express support for a 20-year term and oppose a 10-year term. The reasons supporting this request include unfairness, financial loss, inability to pass the hut on to family and preservation of history.

230. Submitters' views regarding the term should be balanced against the statutory framework for decision making. Some of the reasons supporting submitters' views on the term of any future concession have been addressed within the Submissions Summary report and are beyond what matters the Minister must consider for a concession application.

231. The concession term is guided by the Department's obligations to give effect to the principles of Te Tiriti and the statutory planning framework for assessing concessions. A 20-year term would be inconsistent with the statutory planning documents, and the huts do not need to be retained by the Department for the active management of historic and cultural heritage values.

Special conditions

Condition number	Reference	Special condition
1 - 7		Conditions 1 – 7 are special conditions included in the Department’s standard lease concession document. ⁴² These conditions are relevant due to the activity being considered and the location of the activity.
8.	17U - Flooding and the potential effects of climate change	<p>Coastal erosion, flooding and natural hazards</p> <p>The Concessionaire acknowledges that the Land is within a coastal flooding or other natural hazard zone and that any coastal erosion, flooding or other natural hazard that occurs at any time is a risk that the Concessionaire accepts. Nothing in this Concession, express or implied, will oblige the Grantor to undertake works to protect the Land or the hut and associated structures thereon from coastal erosion, flooding or to repair damage caused by coastal erosion, flooding or natural hazard. The Grantor is not responsible for any costs of restoration, repair, or incidental matters, or under any legal liability whatsoever in respect of them.</p>
9.	Operational requirements	<p>Restrictions on use of the huts⁴³</p> <p>The Land may be used for the existing recreational hut and associated structures. The Concessionaire must not use the Land as a permanent place of residence. Permanent residence is defined as any period in excess of that stipulated in condition (c) below.</p> <p>The use of the hut is limited to:</p> <ul style="list-style-type: none"> a) any weekend or public holiday; and b) the Christmas holiday period being defined as a period between December 1st and February 28th inclusive; and c) any 3 separate periods of up to 21 days consecutively in any one calendar year.
10.	Operational requirements	<p>Compliance reporting</p> <p>The Concessionaire must provide a written record of dates on which the hut was occupied under clause (c) each calendar year by the anniversary of the concession. This must be submitted in email or written form to mahaanui@doc.govt.nz or PO Box 11089, Sockburn 8443.</p>
11.	Operational requirements	<p>Domestic animals</p> <p>The Concessionaire must not keep any animals of any kind on the Land, except with prior written approval from the Grantor. If approval is granted to keep an animal on the Land, the animal must be kept under effective control at all times. Such approval, if granted, may authorise keeping one (1) dog on the hut site for such time periods as may be specified in that approval.</p>

⁴² <https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/concessions/concession-document-lease.pdf>

⁴³ Condition 9 will be excluded from three (3) concessions to reflect existing arrangements between the Department and current concessionaires, per condition 6 of Schedule 3 of the existing concessions.

12.	Operational requirements	<p>Storage</p> <p>The Concessionaire must not store any items on the Land outside the hut or associated structures, except with prior written approval from the Grantor, other than:</p> <ul style="list-style-type: none"> a) Up to two (2) vehicles that are legal and roadworthy, and b) One (1) pleasure craft as defined by the Maritime Transport Act 1994. <p>No person may reside in any vehicle or pleasure craft on the Land.</p>
13.	17W – JMP, Method 3A	<p>Building maintenance</p> <p>For the avoidance of doubt, the hut and associated structures on the Land as described in Item 1 of Schedule 1 and shown in Schedule 4 are the responsibility of the Concessionaire and the concessionaire is responsible for their maintenance.</p> <p>The Concessionaire may undertake ‘like for like’ maintenance of the hut and associated structures, but must not extend or enlarge the hut or structures or add any new structure. ‘Like for like’ maintenance means the style, character, materials, height, shape, colour, design and footprint of the hut and associated structures must be consistent with those attributes of the hut and associated structures at the commencement of this concession.</p> <p>If the hut and/or associated structures are substantially damaged or destroyed, the Concessionaire must not rebuild or replace them. In the case that the building becomes uninhabitable, the concession will be terminated.</p>
14.	17W - CMS, Policy 3.11.2	<p>Sale, transfer or assignment</p> <p>Any application for consent to sell, transfer, or assign the concession under clause 8 of Schedule 2 must include a removal and remediation plan as required in condition 15 below, and must include a signed agreement by the proposed purchaser, assignee, or transferee confirming that they will pay the grantor a cash bond for the full costs of implementing the removal and remediation plan, which bond will be payable at the time of purchase, assignment, or transfer to be held by the Grantor for the remainder of the term.</p>
15.	17W - CMS, Policy 3.11.2	<p>Removal and reinstatement plan</p> <p>Further to clause 20.3 and 20.4 of Schedule 2, the concessionaire must submit a hut removal and Land reinstatement plan to the Mahaanui Operations Manager at least 18 months prior to the expiry of the concession. The hut removal and Land remediation plan must be submitted in email or written form to mahaanui@doc.govt.nz or PO Box 11089, Sockburn 8443, Christchurch for Operations Manager approval. This plan must include:</p> <ul style="list-style-type: none"> a) How the hut, associated structures and man-made objects on the Land will be removed including but not limited to:

-
- i. Septic tanks, water tanks, stormwater facilities, fencing, building foundations, hut, sheds, garages, driveways, pipework, rubbish, exotic vegetation
 - ii. All other objects that are foreign to the Land
 - iii. All other man-made objects occupying or within the Land
- b) Consideration for the removal of any hazardous substances, and
 - c) The expected timeframe for removal, and
 - d) If sourcing soil and other materials to infill holes and level the site, where this material will come from and that they are from a weed free source, and
 - e) The names of proposed contractors undertaking the work.
- If no removal plan has been submitted by the concessionaire and approved by the Mahaanui Operations Manager six (6) months before the expiry of the concession, the Grantor will remove and rehabilitate the site with all costs to be borne by the concessionaire.
-

16. Wastewater management **Wastewater management**
 The Concessionaire will ensure that all wastewater arising from use of the Land is discharged into an approved holding tank which is to be periodically emptied by a licensed contractor.

17. **Provision of insurance**
 (a) To meet the insurance requirement under clause 13.9 of Schedule 2, the concessionaire must:

- (i) Hold a current insurance policy for an amount not less than that specified for an individual policy in Item 14 of Schedule 1, or
- (ii) Be covered under the collective insurance policy held by the Lower Selwyn Hut Owners Association for the amount not less than that specified for the collective policy in Item 14 of Schedule 1.

(b) The concessionaire must provide evidence of current insurance coverage upon request. This must be submitted in email or written form to mahaanui@doc.govt.nz or PO Box 11089, Sockburn 8443. If this clause is not complied with, this may result in termination of the concession per clause 19(d) of Schedule 2.

18. Remediation fund **Remediation fund**
 (a) Before the end of each consecutive year of the Term, the Concessionaire must pay the Remediation Fund specified in Item 6 of Schedule 1 to ensure there are funds available for the Grantor to call on to use against legacy costs of non-compliance by the Concessionaire with the conditions of this agreement. The Remediation Fund will be in the form approved by the Grantor and will not be less than \$1,400.00 per annum.

(b) The initial amount set under 18(a) may be reviewed at the discretion of the Grantor at the three (3) yearly concession fee review date specified in Item 13 of Schedule 1.

(c) If the Concessionaire breaches any condition or fails to carry out any condition of the Concession or in carrying out the Concession Activity there arise adverse effects not authorised or reasonably

foreseen in the Concession, the Grantor may call on the Remediation Fund entered into under this document or any portion of it to remedy or mitigate those adverse effects.

Appendices

Appendix 1 – Application details

Applicant	Hut	Previous concession	Application number	Total area applied for (m ²)	Term applied for
Conservation Area Lower Selwyn Huts					
Justin Kane Halford	1	PAC-12-02-12	117639-ACC	202m ²	10 years
William David Arps	4	PAC-12-02-15	117582-ACC	192m ²	10 years
Robert John Main, Alexis Jane Main, Robert Wayne Main	5	PAC-12-02-17	117618-ACC	214.96m ²	20 years ¹
John Strong, Kathleen Rosemary Strong	6	PAC-12-02-18	117593-ACC	207m ²	20 years ¹
Sya O'Toole	7	PAC-12-02-19	117605-ACC	207.30m ²	20 years ¹
Trudy Sykes, Gavin Sykes	8	PAC-12-02-20	117607-ACC	202.30m ²	20 years ¹
Judith Mary Wylie	9	PAC-12-02-21	117620-ACC	197.20m ²	20 years ¹
Ann Cain	10	PAC-12-02-22	117621-ACC	192.20m ²	20 years ¹
Rana Blake	12	PAC-12-02-25	117633-ACC	161.80m ²	20 years ¹
Clare Winifred Ryan	13	PAC-12-02-26	117629-ACC	161.80m ²	20 years ¹
Brent Darcie Port	14	PAC-12-02-27	117608-ACC	162m ²	20 years ¹
Daniel Partridge	15	PAC-12-02-28	117595-ACC	162m ²	20 years ¹
Sean Nolan	16	PAC-12-02-29	117586-ACC	161.80m ²	20 years ¹
Sean Nicol	17	PAC-12-02-30	117603-ACC	161.80m ²	10 years
Robert Francis Neil	18	PAC-12-02-31	117614-ACC	176.13m ²	20 years ¹
Darryl Hullen	19	PAC-12-02-32	117631-ACC	162m ²	10 years
Angela Norman	20	PAC-12-02-33	117638-ACC	162m ²	10 years
Jeff Reaich	21	PAC-12-02-34	117592-ACC	161.80m ²	20 years ¹
Scott Percy	22	PAC-12-02-35	117609-ACC	161.80m ²	20 years ¹
Richard Edward Horne	23	PAC-12-02-36	117600-ACC	162.80m ²	20 years ¹
David Clutterbuck	24	PAC-12-02-37	117599-ACC	162.80m ²	20 years ¹
John Kevin Flattery-Donohoe, Whetu Reuben Flattery-Donohoe	30	PAC-12-02-43	117624-ACC	161.80m ²	10 years ²
David James Burrows	31	PAC-12-02-44	117602-ACC	161m ²	20 years ¹
Sara Goodey	32	PAC-12-02-45	117587-ACC	161.80m ²	20 years ¹
Michael Harkess	33	PAC-12-02-46	117632-ACC	182m ²	20 years ¹
Robert Wayne Main	34	PAC-12-02-47	117619-ACC	161.80m ²	20 years ¹
J.A. Investment Trust	35	PAC-12-02-23	117612-ACC	161m ²	20 years ¹
Glen Alsop	37	PAC-12-02-49	117637-ACC	162.80m ²	20 years ¹
Colin Stuart Douglas Hewson	39	PAC-12-02-51	117589-ACC	161.80m ²	20 years ¹

Donna Maree Moore, Bruce Maurice Moore	40	PAC-12-02-52	117584-ACC	161.80m ²	20 years ¹
Glen Adair Silcock	42	PAC-12-02-54	117610-ACC	161.80m ²	20 years ¹
Michael David Tweeddale	45	PAC-12-02-57	117636-ACC	170m ²	20 years ¹
Ronald Desmond Sherwood	46	PAC-12-02-58	117626-ACC	162m ²	20 years
Clive Dawe	56	PAC-12-02-68	117615-ACC	168m ²	20 years
Dean Allan Rattray	57	PAC-12-02-69	117585-ACC	93.69m ²	20 years ¹
Conservation Area Lower Selwyn Huts &			Greenpark Sands Conservation Area		
Pauleyne Haimona, Hoani Haimona	25	PAC-12-02-38	117588-ACC	161.80m ²	20 years ¹
Murray Leslie Halliday	51	PAC-12-02-63	117622-ACC	161m ²	20 years ¹
Greenpark Sands Conservation Area					
Stephen Charles King	47	PAC-12-02-59	117617-ACC	161.80m ²	20 years ¹
Craig Martin Perry	48	PAC-12-02-60	117627-ACC	161.80m ²	20 years ¹
Mark Young	49	PAC-12-02-61	117583-ACC	200m ²	20 years
Brian Robert King	50	PAC-12-02-62	117594-ACC	162.80m ²	20 years ¹
Murray Leslie Halliday	52	PAC-12-02-64	117623-ACC	161m ²	20 years ¹
Jason Victor Kumar	53	PAC-12-02-65	117613-ACC	162m ²	20 years ¹
Natalie Perzylo	54	PAC-12-02-66	117634-ACC	162.80m ²	20 years ¹
Natalie Perzylo	55	PAC-12-02-67	117635-ACC	162.80m ²	20 years ¹
Sandra Thomas	58	PAC-12-02-70	117606-ACC	161.80m ²	20 years ¹
Sophie Alice Goodey	59	PAC-12-02-16	117630-ACC	161.80m ²	20 years ¹

¹ 20 years: comprising one 5-year term and 3 right of renewals of 5 years each, under the existing terms and conditions.

² 10 years: with two right of renewals of 5 years each.

Appendix 2 – Engagement with Treaty Partners



Taumutu
Rūnanga Limited

Taumutu Rūnanga Limited
75 Main South Road, Riccarton
Christchurch, 8042
Waea: 03 371 2660
Imera: taumutu@ngaitahu.iwi.nz

6th June 2025

To: Department of Conservation
Te Papa Atawhai

Tēnā koutou,

Thank you for the opportunity to comment on the proposed lease renewals for the Lower Selwyn Huts. You've asked Taumutu Rūnanga to provide a view on whether the Department should extend these leases.

We are firmly of the view that the Department should not renew the leases beyond a final five-year term. This reflects the growing environmental vulnerability of the site, the significance of Te Waihora to Ngāi Tahu as a tribal taonga, and the Department's statutory and Treaty-based obligations as co-governor.

Significance of Te Waihora

Te Waihora is the largest lake in Canterbury and one of Aotearoa's most important wetland ecosystems. It has long served as a major mahinga kai, a vital food basket, and a source of spiritual and cultural identity for Ngāi Tahu, and Ngāi Te Ruahikihiki. In recognition of that significance, the Ngāi Tahu Claims Settlement Act 1998 vested the bed of the lake in Te Rūnanga o Ngāi Tahu, and established the Te Waihora Joint Management Plan; the first statutory land management partnership between the Crown and an iwi. The Department is a party to that plan and shares responsibility for restoring the mana and mauri of the lake.

Ngāi Tahu and mana whenua have invested considerable time and resources in this kaupapa through numerous programmes including the Whakaora Te Waihora programme, and more recently through a coordinated Co-Governance Strategy and Action Plan. These frameworks make clear that our collective goal is to restore the ecological and cultural health of Te Waihora, not entrench legacy arrangements that compromise that objective.

Restoration Aspirations and Flood Risk

As presented in evidence to the Waitangi Tribunal's Freshwater and Geothermal (Wai 2358) inquiry, Te Taumutu Rūnanga has publicly stated its aspiration to raise the lake level to 1.8 metres to support wetland regeneration and the return of more natural lake dynamics. This is a critical part of our long-term restoration vision.

However, the Lower Selwyn Huts are situated on low-lying public conservation land highly vulnerable to flooding. Since 2013, at least three major flood events have occurred (May 2025, May 2021, June 2023). Climate modelling by NIWA and Aqualinc (commissioned by Selwyn District Council) shows that sea-level rise and wind-driven lake displacement will further increase this risk. Maintaining residential infrastructure in this location is simply not sustainable.



On Wastewater Improvements

We acknowledge that the hut community has installed vaulted wastewater systems, with regular pump-out servicing by certified contractors. This is a welcome improvement, aligned with agreement reached during the last lease renewal decision, and we respect the efforts made by residents to meet environmental standards.

However, this infrastructure only addresses one aspect of the broader environmental footprint. It does not change the unsuitability of the location, nor align with Ngāi Tahu's aspiration to restore lake levels, or the need to retire sensitive lake margins from intensive or incompatible use. Wastewater compliance is not a basis for permanent occupation.

Concerns with the Current Recommendation

We do not support DOC's summary report recommendation a 10-year lease extension. In our view, this:

- Breaches previous commitments made to Ngāi Tahu that leases would not continue indefinitely;
- Undermines the co-governance relationship, treating Ngāi Tahu values as one of many "balancing" factors rather than a Treaty-based foundation;
- Conflicts with policy 10(h) of the Conservation General Policy, which anticipates the phasing out of private accommodation on conservation land;
- Increases future cost and complexity when decisions about removal must inevitably be made.

Ten years creates a false sense of permanency. A further extension risks turning what was intended as a managed retreat into a de facto long-term settlement arrangement, at odds with DOC's obligations and our shared restoration goals.

We acknowledge that some residents consider the huts to have heritage or sentimental value. However, there is no formal recognition of the Lower Selwyn Huts as a heritage site under the Heritage New Zealand Pouhere Taonga Act 2014, nor has any independent heritage assessment been undertaken.

We do not believe this provides sufficient justification to override the lake's ecological and cultural restoration priorities.

Our Recommendation

We strongly urge the Department to:

1. Limit any lease renewal to a maximum of five years, with no further right of renewal; and



Taumutu Rūnanga Limited

Taumutu Rūnanga Limited
75 Main South Road, Riccarton
Christchurch, 8042
Waea: 03 371 2660
Imera: taumutu@ngaitahu.iwi.nz

2. Work alongside Taumutu Rūnanga Ltd, Te Rūnanga o Ngāi Tahu, Selwyn District Council, and hut residents to design and implement a managed retreat and restoration plan.

Ending the leases will not be easy. Delaying a difficult decision does not make it better for anyone, instead it compounds the risk and undermines the credibility of DOC's co-governance obligations under section 4 of the Conservation Act.

We would welcome the opportunity to meet with the Department to discuss this further and ask you reach out to our Tumu Whakarae (Chief Executive), [REDACTED]

Nāku iti nei, nā



Chair
Taumutu Rūnanga Limited

Appendix 3 – Contribution from Conservation Board



Canterbury Aoraki Conservation Board Te Rūnanga Papa Atawhai o Waitaha me Aoraki

Private Bag 4715, Christchurch Mail Centre, CHRISTCHURCH 8140
Tel: 027-5416663
Email: canterburyaorakiboard@doc.govt.nz

25 June 2025

Abby Lawrence
Senior Ranger Community
Department of Conservation, Mahaanui
CHRISTCHURCH
alawrence@doc.govt.nz

Tēnā koe Abby

CONSULTATION ON LOWER SELWYN HUTS CONCESSION APPLICATIONS

The Canterbury Aoraki Conservation Board/Te Rūnanga Papa Atawhai o Waitaha me Aoraki (the Board), appreciate the opportunity to provide feedback regarding the above applications.

The Board is an independent body established by the Conservation Act 1987. Made up of 12 government-appointed members, including four Ngāi Tahu nominated iwi representatives, the Board represents the community interest not only in the work of the Department of Conservation, but also conservation in general within Waitaha/Canterbury.

The Board has considered the information supplied by you in relation to the Lower Selwyn Huts Concession Applications, and provides the following comments for your consideration:

1. Is the phase out consistent with Conservation General Policy, the Conservation Management Strategy - Canterbury (Waitaha) 2016, and the Te Waihora Joint Management Plan/Mahere Tukutahi o Te Waihora?
2. Without access to previous documents and briefings reviewing the status and future of the huts, the Board must assume the rationale for removal is sound.
3. Is the phased removal of the huts supported by Te Rūnanga o Ngāi Tahu and the rūnanga with interest in the area?
4. We would recommend that the lease conditions need to be focused on hut removal rather than just a standard lease with the commitment that after 10 years there will be no renewal. Otherwise, we believe that most hut owners will do nothing and expect that with more lobbying at the end of a decade, they will get a further extension.
5. We would recommend that conditions be imposed that make the lessees responsible for the removal of their structures. This condition could require the lodgement of a bond to pay for the Department having to remove the structures on lease termination (if the lessees

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DOC-10353606

have not done so themselves.) We acknowledge that this bond requirement may be unrealistic, as the many of the lessees have little financial resource.

6. We would recommend that hut removals should commence prior to the 10-year limit. Lessees should be required to state when they will commence removing their huts. Incentives (e.g. reduced rental) should be offered to lessees who will remove their huts in Year 8 or 9, rather than waiting until year 10. Expecting everyone to remove their huts after 9 years and 11 months is unrealistic. We believe that there will be several non-compliant lessees under the best of circumstances.
7. There should be incentives for those that are prepared to remove their huts in changed circumstances e.g. if the hut is badly damaged in flooding.
8. Waste from removing huts - we would recommend that a condition be imposed that such waste must be disposed of legally, and at a certified facility.
9. We would recommend that a condition be imposed requiring departing leaseholders to re-contour and plant their sites with eco-sources salt-marsh species, according to a planting plan supplied by the Department.
10. The Board recommends that engagement/consultation with Te Rūnanga o Ngāi Tahu and Te Taumutu Rūnanga be undertaken before any final decision is made.

The Board thanks you again for the opportunity to comment on these applications and looks forward to hearing from you in due course.

Ngā mihi nui



Michael McMillan, Chairperson
Canterbury Aoraki Conservation Board
Te Rūnanga Papa Atawhai o Waitaha me Aoraki

Appendix 4 – Applicant comments

26 January 2026

Director-General of Conservation

Permissions Team

Without prejudice

Att: Arzan Irani

By e-mail: airani@doc.govt.nz

Dear Arzan,

Re: Lower Selwyn Huts - concession applications –submissions on concessions applications – other matters

1. I refer to my letter dated 25 October 2024. This letter should be read alongside that correspondence.

DOC: Noted.

2. This letter provides my clients' comments on the Department's Draft Decision Report (DSD) received 7 October 2025¹.

DOC: Noted.

Land status

3. As recently advised, my clients disagree with the Department's assessment of the land status and have sought expert advice from a registered surveyor. My clients' hope to provide this information to the Department within the next two weeks, which the Department has promised will be considered alongside the contents of this letter.

DOC: Noted. The Department has confirmed the land status and communicated this to legal counsel on 8 December 2025 via email.

Making some huts publicly available

4. The Lower Selwyn Huts Owners Association Incorporated (the **Association**) is willing to make some huts available to the public. Contrary to the assertion in the DSD that none of the huts are suitable for this, my clients' advise the proposed huts are suitable and fully insured².

DOC: Noted. Note that the prospect of making some huts publicly available was not included in any concession application made to the Department. It is unclear, without more specific information about the huts proposed to be made publicly available, what constitutes their suitability for public use and whether they meet the requirements of their current concession, or would meet the requirements of any proposed concession. On 13

¹ Public submissions closed 20 October 2024.

² My clients advise that some owners have deferred maintenance and upkeep awaiting the outcome of this concession process.

February 2026 a request was made (via email) to legal counsel to provide more information about this.

5. The Association requests a copy of the Loch Katrine Association (**LKA**) concession which has conditions relating to LKA making some huts publicly available.

DOC: This information has been provided through the completion of request OIAD-6048 on 24 February 2026.

6. The Association would like to set up a meeting with the Department to discuss the best way to formally progress this, alongside this process.

DOC: The Department requires further information to understand the proposal made prior to exploring this prospect further, as the information provided on this matter is currently limited to paragraph 4 of this report.

Predetermination

7. My clients' consider the Department has predetermined the outcome of a final 10 year concession term with phase out at the end of that period. This term was what the Department said it would offer, at the first meeting to discuss this issue³. The 10 year term and phase out has been referred to in discussions with the Selwyn District Council and Iwi⁴. It is also the term the Department "invited⁵" my clients' to apply for.

DOC: Noted.

8. The Department must keep an open mind in relation to the term sought and my clients' have cause for concern that this is not the case.

DOC: Noted.

Summary of position on Draft Decision Report (DDR)

Values

9. My clients' consider the historic and heritage values set out in the Statement of Significance Report have been unjustifiably overly criticised by the Department's Lower Selwyn Huts Significance Review. They reiterate there are significant heritage values, as assessed in the Statement of Significance.

DOC: Noted.

Adverse effects

³ December 2023.

⁴ Letter to Te Taumutu Runanga 8 December 2023 from Jo Mcpherson

⁵ Not invite in the sense referred to in section 17ZG of the Conservation Act 1987, given no formal 17ZG process was initiated.

10. My clients' agree with the conclusion in the DDR that any adverse effects can be managed through standard and proposed special conditions (subject to specific comment about the term and conditions).

DOC: Noted.

11. My clients consider the flooding risk remains similar to historic levels for the next 20 years. Sea level rise projections vary widely and there is insufficient data to justify only a ten year term. Alternative lake-draining methods exist to manage future challenges and adaptive planning and mitigation strategies (e.g., DAPP) are recommended before any retreat decisions. Hut Owners accept lease conditions absolving the Department of liability and will continue managing risks. Hut owners have upgraded wastewater systems to minimise environmental impact. Before any decision to abandon the settlement, detailed modelling and mitigation studies should be completed. A 20-year lease allows time for this work.

DOC: Noted.

Section 4 – give effect to the principles of the Treaty of Waitangi

12. It is unclear how the presence and use of the huts has an adverse effect on the cultural values held by iwi, aside from the expressed aspirations of Taumutu.

DOC: Noted.

13. My clients' have been unable to find any reference in any relevant statutory and non-statutory documents to the stated aspirations of Taumutu to raise Lake levels. Given the complexities of raising lake levels and consequences of flooding, it is highly unlikely the Taumutu aspirations could come to pass. My clients are not aware of any treaty obligation to give effect to an aspiration.

DOC: Noted.

Statutory planning documents

14. My clients' note the Department has failed to consider policy 5 (historic and cultural heritage) of the Conservation General Policy (**CGP**). This policy needs to be considered alongside policy 10. There is no hierarchy –each policy is to be considered in conjunction with all other policies in the CGP⁶.

DOC: Noted. Policy 5 of the CGP has not been considered in draft decision report within the analysis of section 17W of the Conservation Act. Policy 5 has now been considered in paragraphs 166 – 171 of the decision report.

15. My clients' disagree with the Department's analysis of the relationship between the Canterbury Conservation Management Strategy (2016) (**CMS**) and the Te Waihora Joint Management Plan (2005) (**JMP**), and whether the JMP gives effect to policy 10(h) of the CGP.

DOC: Noted.

⁶ Policy 1(c) CGP

16. My clients consider that as the JMP was prepared in accordance with the CGP, in particular policy 10(h), it provides a legitimate explicit exception to the phase out requirement (Policy 7.2.2) and in fact provides an obligation on the Minister to provide for exclusive private use of the Lower Selwyn Huts i.e. a strong expectation of outcome this will be the case.

DOC: Noted. The preparation of the JMP has been discussed in paragraphs 10 & 11 of Appendix 8, and the interpretation of policy 7.2.2 of the JMP has been discussed in paragraph 191 of the draft decision report.

17. The phase out provisions of the CMS do not apply given the CMS was approved in 2016 and the expiry date of my clients' concessions was contemplated by the CMS⁷. The CMS could have specifically noted the phase out provisions apply to the Lower Selwyn Huts but it didn't – because the CMS acknowledged the JMP already did that, as it was drafted in accordance with the JMP (where it specifically directs the reader and decision makers).

DOC: Noted. The application of the relevant provisions of the CMS has been discussed in paragraphs 8 – 16 of Appendix 8 and paragraph 168 of the draft decision report.

Term

18. My clients' consider a concession can be granted for 20 years, with the proposed conditions (subject to specific comments).

DOC: Noted.

Conditions

19. My clients 'consider the condition associated with transfer or assignment requiring a removal and remediation plan and associated cash bond⁸ is onerous and limits the intent of the Association to make some huts publicly available. The cost of such a bond if asbestos is present could be up to \$30,000 That would be prohibitive if it needed to be paid up front. My clients consider this is unreasonable.

DOC: Noted. The intention of the Association to make some huts publicly available has not previously been communicated to the Department nor forms part of any concession application and was first introduced in paragraphs 4 - 6 of this letter. Therefore, this was not considered when developing the value of the remediation fund (bond), and the remediation fund value is based on the information available at the time of its development.

The factors informing the remediation fund, its value and proposed application have been discussed in paragraphs 202 - 206 of the draft decision report and are detailed in full in Item 4 (DOC-10380008) of the response to OIAD-5754. Special condition 14 is proposed to mitigate the risk of costs of work required at the end of a concession in the event that the concessionaire can't or won't remove the structures and remediate the site.

⁷ As required by section 17D(8) of the Conservation Act.

⁸ Proposed condition.

20. My clients consider a concession can be granted subject to compliance with the requirement to obtain the agreed insurance⁹ (which my clients have) and confirm the Department's agreement that public liability insurance will suffice for the huts where full insurance is not available.

DOC: Noted.

Specific comment on DSD

Values

Historical values

21. It is important to remember the extensive history of the Lower Selwyn Huts. The Department has previously noted that by 1922, there were 15 huts present, licensed on a yearly basis¹⁰. The number of huts increased to 40 in 1935 and 59 in 1946. This evidence shows the Lower Selwyn hut community (in addition to the physical structures) has therefore been present since at least 1922, over 100 years. It is important to note the Reserve 959 on which the initial huts were established dates back to 1877,

DOC: Noted.

22. The SOS notes that while most of the huts likely date to the 1930s or 1940s, it has been possible to establish that at least two huts were established on their current sites prior 1923 (parts of huts 2 and 28), and possibly also hut 11¹¹.

DOC: Note that hut 2 and 11 have been decommissioned; the Lower Selwyn Huts Statement of Significance indicates that the remaining structure for hut 2 has been moved to the site of hut 59. Hut 28 is in the process of being fully decommissioned.

23. The DDR incorrectly notes the settlement holds moderate cultural and historic values and is not considered to have significant heritage values. The DSD implies this is because the settlement is not listed in the District Plan heritage schedule or the NZ Heritage Poutanga List.

DOC: This statement is in reference to paragraph 137 of the draft decision report, which states the Department's assessment of historical and cultural values for the settlement and highlights that one measure of the heritage value is whether the settlement listed in the District Plan heritage schedule or the Heritage New Zealand Pouhere Taonga List. For clarity, paragraph 137 does not suggest that this is the only measure of heritage value.

24. It's important to note that just because something isn't listed in the District Plan heritage schedule or the NZ Heritage Poutanga List, doesn't mean there aren't significant historic and heritage values present. It is open to the decision maker to consider independent expert evidence that there are significant historic and heritage values¹², as set out in the Statement of Significance Report¹³ e.g.:

⁹ A conversation with the President of the Association, Colin Hewson, and Arzan Irani.

¹⁰ Final Report to Community Relations Manager for Lower Selwyn Huts concession applications, October 2004, paragraph 3.1.

¹¹ SOS Section 5.3 Page 29.

¹² [Unison Networks Ltd v Hastings DC \[2011\] NZRMA 394 \(HC\)](#)

¹³ Irvine, S., & Webb, K. 2024. The Lower Selwyn Huts: A Statement of Significance. Underground Overground Archaeology Ltd.

- a. *The Lower Selwyn Huts have significant architectural values for the vernacular example of nineteenth and twentieth century huts, particularly fishing huts*
- b. *The group value of the Lower Selwyn Huts is integral to its heritage significance. It is not the individual fishing hut that necessarily holds significant value, but the community of huts which informs and extends the historical significance of the place.*
- c. *The Lower Selwyn Huts are an archaeological site and the place also contains significant heritage values.*

DOC: Noted.

25. The Department’s review (**Review**) of the Statement of Significance¹⁴ (SOS) was carried out by a Departmental Heritage Advisor. It is unclear what his qualifications and experience in this area are. It is also unclear whether the Adviser has visited the site to view the huts and talk to the community.

DOC: Noted.

26. The Review places undue reliance on the area not being an archaeological site. This is only one aspect of the significance of the area. Even without this, the values are still significant, as noted in the SOS.

DOC: Noted. Note that all relevant criteria have been considered to understand the significance of the area, which are summarised in the ‘Summary and conclusion’ of the Review.

27. The Review also criticises some of the historic references in the SOS. There are elements of a shared history with the Upper Selwyn Huts and even if some of the references are attributable to the Upper Selwyn huts, this does not detract from the overall significance attributed to the Lower Selwyn Huts.

DOC: Noted. This aspect has been considered in the Review under the paragraph titled ‘People’.

28. The Review states no “comparison” was carried out. It is unclear what this means or why it is necessary, when 59 huts have been assessed and the SOS correctly assesses the huts against the appropriate and accepted criteria.

DOC: Noted. For clarity, the Review agrees with the methodology employed and criteria used (see paragraph ‘Methodology’), however, mentions several times that a lack of comparative analysis with similar settlements elsewhere in NZ brings in to question some of the assertions made in the SOS. The Review highlights that without comparing the Lower Selwyn Huts to other (or any) similar settlements in New Zealand, the assertions made regarding the significance of its rarity, representativeness and technological value are potentially unfounded.

29. What is important is there is no evidence from the Review which can challenge the essence overall finding of the SOS that:

¹⁴ Lower Selwyn Huts Statement of Significance – Review 29 April 2024, two and a half pages.

The Lower Selwyn Huts ...have special heritage significance as a testament to the recreational sport of angling and the small fishing hut communities that once graced New Zealand's river and lake fronts. The huts are an example of an increasingly rare type of vernacular architecture, which once populated the fledgling colony. The Lower Selwyn Huts are assessed to have significance for their archaeological, architectural, cultural, historical and technological values.

DOC: Noted. This paragraph is adapted from the Executive Summary of the SOS. The individual matters raised in this paragraph have been discussed throughout Review, and are summarised in the 'Summary and conclusion' of the Review.

30. Relating this back to the Department's concept of "historic heritage" the three elements (Fabric, Story and Culture) are also very strongly present in the LSH. This was not addressed at all in the Review or the DDR.

DOC: Noted. This is in reference to the Department's website that outlines three elements the Department uses to describe historic heritage. This forms one aspect of the Department's overall approach to managing cultural and historic heritage that is part of the Department's heritage portfolio across the country. These three elements have been considered through the assessment criteria in the SOS and the Department's review of the SOS.

Recreational values

31. My clients' disagree the huts potentially restrict public access to the area "given a perception of private ownership". The community hall is widely used by members of the wider community e.g. five schools rowing teams use the community hall for the students to have lunches and barbecues and to get changed. They also use the park for running and training.

DOC: Noted. Note that the Community Hall is not being considered as part of this 'bulk' application process.

Effects

32. My clients agree with the conclusion in the DSD that any adverse effects can be managed through standard and proposed special conditions (subject to specific comment about conditions). They do note several inaccuracies below, for completeness, in support of their seeking a 20 year term.

DOC: Noted.

Flooding and the potential effects of climate change

General¹⁵

¹⁵ Paragraphs 117-127 DSD

33. The Lower Selwyn Huts community is located on the Selwyn (Waikirikiri) River floodplain and near the shores of Lake Ellesmere (Te Waihora). Early survey records from the 1880s identify the area as flood-prone; however, the construction of stopbanks in the 1940s–1950s has successfully contained major river floods, with no overtopping reported near the huts since their installation.

DOC: Noted.

34. Inundation around the community occurs when high river flows and rainfall coincide with high lake levels and sea conditions that prevent timely lake openings. This pattern has occurred each winter since the huts were established. It is slow-developing, predictable, and has historically not posed a safety risk or caused significant property damage. Most huts are built on piles and remain unaffected. The community has also upgraded infrastructure to prevent lake pollution.

DOC: Noted.

35. Minor flooding is an accepted aspect of owning a hut at Lower Selwyn, and the community has agreed to indemnify the Department against flooding-related claims.

DOC: Noted.

36. Both Aqualinc and PDP have advised that neither rainfall nor mean river flows are expected to change significantly due to climate change in the near to medium term. The primary long-term risk is sea-level rise, which reduces the hydraulic head needed to open the lake. This has been compounded by Water Conservation Order (WCO) changes since 2014, which generally keep the lake at a higher level.

DOC: Noted.

37. Although several sea-level-rise scenarios exist, current observed rise—approximately 3 mm per year over the past 30 years—indicates that this is unlikely to become a major issue until the later part of this century. There is limited site-specific data for Te Waihora, and current scientific advice relies on extrapolated models. Granting the requested 20-year lease term would allow time for updated modelling and evidence-based decision-making.

DOC: Noted.

38. Before considering withdrawal from the site, adaptive management options—such as engineered protection for the community—should be evaluated. While climate change is a genuine long-term concern, it does not currently justify abandoning the Lower Selwyn Huts community.

DOC: Noted.

39. Flooding is an accepted aspect of hut ownership at Lower Selwyn. Two of the four past evacuations cited related to concerns about the upper huts and were voluntary and precautionary. Flooding is slow-onset and predictable, does not create a safety risk, and typically causes no damage. The Department can be indemnified through lease conditions¹⁶.

¹⁶ Paragraph 118 DSD

DOC: Noted. This reference is incorrect. Paragraph 118 of the draft decision report does not state or support the assertion made. Refer to the plain wording of that paragraph.

40. Sea-level rise and rainfall are not linked. Average rainfall is unlikely to increase meaningfully, and projected sea-level rise is not expected to influence lake-level flooding until later this century. Lake-level management affects extensive private farmland and the drainage of nearby townships, making it a wider issue for Environment Canterbury (ECan) and Selwyn District Council (SDC)¹⁷.

DOC: Noted. This reference is incorrect. Paragraph 119 of the draft decision report does not state or support the assertion made. Refer to the plain wording of that paragraph.

41. The huts are historic Kiwiana structures, many of which have existed on site for decades. They are built with flood conditions in mind and are consented by SDC. Flooding does not cause environmental harm, and no issues have been documented¹⁸.

DOC: Noted. This reference is incorrect. Paragraph 120 of the draft decision report does not state or support the assertion made. Refer to the plain wording of that paragraph.

42. The lack of current leases has reduced the value of the huts, leading some owners to defer maintenance while awaiting the lease decision. Flooding is not the reason for abandonment. Appropriate lease conditions can ensure effective long-term management¹⁹.

DOC: Noted. The reference provided is not applicable to the issue under discussion and appears to relate to a different topic. Note that the inference regarding flooding is not supported by the analysis in paragraph 121.

43. Huts have existed in this location in various forms since the 1880s and are part of the cultural and historic fabric of Te Waihora. Their presence supports recreational access to the lake, and loss of the community would reduce public connection to, and stewardship of, this important resource²⁰.

DOC: Noted. This reference is incorrect. Paragraph 122 of the draft decision report does not state or support the assertion made. Refer to the plain wording of that paragraph.

44. The community places high value on the health of the lake and regularly engages in recreation including fishing, hunting, rowing, sailing, and birdwatching. Hut owners are natural allies for iwi in the protection and restoration of the lake. As noted earlier, flooding is normal and the huts are built for such conditions²¹.

DOC: Noted. This reference is incorrect. Paragraph 123 of the draft decision report does not state or support the assertion made. Refer to the plain wording of that paragraph.

¹⁷ Paragraph 119 DSD

¹⁸ Paragraph 120 DSD

¹⁹ Paragraph 121 DSD

²⁰ Paragraph 122 DSD

²¹ Paragraph 123 DSD

45. The statement that “Decisions to open Te Waihora are jointly made by Te Rūnanga o Ngāi Tahu and Environment Canterbury, and is not within the jurisdiction of DOC” is incorrect. The Department, alongside agencies such as Fish & Game, Christchurch City Council, and SDC, is consulted on lake-opening timing, which must comply with WCO requirements. Flooding issues have increased since the 2014 WCO changes that generally maintain higher lake levels²².

DOC: Noted. This reference is incorrect. Paragraphs 124 - 125 of the draft decision report do not state or support the assertion made. Refer to the plain wording of those paragraphs.

46. When the lake is high, private farmland is often also flooded, and those stakeholders can be significantly affected and more vocal. Recent public criticism of ECan’s lake-level management demonstrates this wider impact. Although iwi have expressed interest in raising lake levels long-term, the implications for drainage and land use make such changes unlikely.

DOC: Noted.

47. Unsuccessful lake openings result from sea-state and wave conditions, not sea-level rise. The opening process relies on mechanical excavation and sufficient hydraulic head at low tide. While sea-level rise will eventually influence this, current rates (~3 mm/year) suggest it is unlikely to become problematic until the latter half of the century.

DOC: Noted.

48. Flooding typically occurs when the lake is already elevated, inflows increase, and sea conditions prevent an opening²³.

DOC: Noted. This reference is incorrect. Paragraphs 124 - 125 of the draft decision report do not state or support the assertion made. Refer to the plain wording of those paragraphs.

Cultural effects

49. My clients disagree there are potential adverse environmental effects on Te Waihora, as the Department itself agrees any adverse effects can be appropriately avoided, remedied or mitigated by the proposed concession conditions.

DOC: Noted.

Statutory documents

Conservation General Policy - Policy 5

50. The DDR doesn’t note the Conservation General Policy 5 (CGP) on historical and cultural heritage. This is an omission (although the DDR does discuss historical values in general).

²² Paragraph 124-125 DSD

²³ Paragraph 124-125 DSD

DOC: Noted. Policy 5 of the CGP has not been considered in draft decision report within the analysis of section 17W of the Conservation Act. Policy 5 has now been considered in paragraphs 166 – 171 of the decision report.

51. The Introduction to the CGP states (highlighting mine):

*Many policies in this General Policy reflect aspects of integrated conservation management; for example, by referring to outcomes planned for places, which may be a combination of different outcomes including those for management of natural resources, historic and cultural heritage, and recreational opportunities. **Each policy also needs to be considered in conjunction with all other policies.***

DOC: Noted.

52. Policy 1 (c) provides –

Each policy will be considered in conjunction with all other policies in this General Policy.

DOC: Noted.

53. Policy 1 (d) provides –

The words ‘will’, ‘should’ and ‘may’ have the following meanings:

- i. Policies where legislation provides no discretion for decision making or a deliberate decision has been made by the Minister to direct decision-makers, state that a particular action or actions ‘will’ be undertaken.*
- ii. Policies that carry with them a strong expectation of outcome without diminishing the constitutional role of the Minister and other decision-makers, state that a particular action or actions ‘should’ be undertaken.*
- iii. Policies intended to allow flexibility in decision-making, state that a particular action or actions ‘may’ be undertaken*

DOC: Noted.

54. “Historical and cultural heritage” is defined in the CGP to mean –

Any building or other structure, archaeological site, natural feature, wāhi tapu, or object, associated with people, traditions, events or ideas, which contribute to an understanding of New Zealand’s history and cultures.

DOC: Noted.

55. The introduction to Policy 5 states:

Places managed under conservation legislation contain a rich historical and cultural heritage for all New Zealanders – places of exploration, settlement, natural resource use and protection, warfare, communication, and ongoing spiritual and cultural associations. Such places provide a link between the present and the past and with the culture of those who came before. The Department manages historical and cultural heritage on public conservation lands and waters.

DOC: Noted.

56. Policy 5 (a) provides –

Conservation management strategies and plans should identify historical and cultural heritage on public conservation lands and waters, and required conservation outcomes for that heritage.

DOC: Noted.

57. I also note in the Department's website expands on the concept of "historic heritage". it states:

"The three elements used to describe historic heritage are Fabric, Stories and Culture. One or all of these things make up the historic heritage of a place."

DOC: Noted.

58. The website then goes on to describe all three elements in more detail. Relevant parts include:

***FABRIC** Fabric is the physical remains that exist today - it is what you can see or touch. Buildings ranging in size from enormous government buildings, to large homesteads, down to small huts, and even smaller castaway shelters.*

***STORIES** Stories describe and explain our history - they are what you read, hear or watch. Stories can be told in many different ways. They tell us what happened in the past, the people involved, what events took place and why. Memories and oral traditions add colour and human interest.*

***CULTURE** Culture describes the connection people have with historic places – what they feel, experience or do there. Our cultural experience is enriched by knowledge of the past.*

***Spiritual connection** People get involved in conservation projects at places that are special to them. They are creating a taonga or treasure that will be there for their children and many generations to come.*

***Pilgrimage, our identity** People make pilgrimages to places both in New Zealand and overseas to remember special events in our history. They may have a family connection or just a passion about a part of New Zealand history.*

***Pastimes (sic), interests** Hundreds take part in heritage events, collect antiques, and restore old machinery and buildings. They share this heritage with others, it is what they are interested in, what they spend their spare time doing.*

DOC: Noted.

59. The DDR did not consider Policy 5 at all, or in conjunction with Policy 10(h).

DOC: Noted. Policy 5 of the CGP has not been considered in draft decision report within the analysis of section 17W of the Conservation Act. Policy 5 has now been considered in paragraphs 166 – 171 of the decision report.

60. More detail is provided below about the consideration of historic heritage and the Statement of Significance report.

DOC: Noted.

Canterbury CMS/Te Waihora JMP

61. The planning advice appended to the DDR argues that because of the time since the JMP was approved, although it is still relevant, it does not make provision for phasing out private huts, and the CMS provisions apply.

DOC: Noted. As mentioned in paragraphs 10 - 16 of Appendix 8 and paragraph 177 of the draft decision report, recourse to the CMS is appropriate in this case to guide the methodology to phase-out private accommodation where the methodology is not provided for by the CGP or JMP.

62. My clients' disagree with the rationale in the planning advice for the reasons set out below.

DOC: Noted.

63. The introduction to the JMP states:

This is a statutory document and provides for the management of the Joint Management Plan Area in **accordance with the Conservation General Policy (2005)**, the Canterbury Conservation Management Strategy (2000) and the relevant iwi management plans approved by Te Rūnanga o Ngāi Tahu, including Te Whakatau Kaupapa - Canterbury (1990), Ngāi Tahu Freshwater Policy (1999), Ngāi Tahu 2025 (2001), and Te Taumutu Runanga Natural Resource Management Plan (2003), but does not override the provisions of the primary legislation. The joint management plan contains **long-term objectives and detailed policies** and methods for effective integrated management of the Joint Management Plan Area and the natural and historic resources within the area.

DOC: Noted.

64. It is clear from the above, the JMP was explicitly prepared in accordance with the Conservation General Policy, including policy 10(h)²⁴.

DOC: Noted.

65. The purpose of a conservation management plan is to give effect to a conservation management strategy and establish **detailed objectives** for the integrated management of natural and historic resources within any area.

DOC: Noted.

²⁴ This is also noted on the Department's website, <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/statutory-plan-publications/conservation-management-plans/te-waihora-joint-management-plan/>

66. It is clear the JMP contains detailed, long-term objectives and policies, including for the Lower Selwyn Huts²⁵, in accordance with the CGP, including policy 10(h).

DOC: Noted.

67. As noted in my October 25 2024 letter, Policy 10(h) is expressed as “will” policy but as a matter of law, it must be interpreted as a “should” policy²⁶, otherwise it would fetter the Minister’s discretion, as there is no supporting law, regulation or bylaw.

DOC: Noted.

68. Given the Minister has a discretion regarding whether to require phasing out of private huts or not, the JMP explicitly provides an exception to that requirement for the Lower Selwyn Huts.

DOC: Noted.

69. Section 7.2.2 of the JMP recognises the long history of the huts and notes lease conditions in place to avoid adverse effect from the settlement on the adjoining JMP area and Te Waihora environment. Policy 7.2.2 provides:

DOC: Noted.

70. Policy 7.2.2 provides (highlighting mine):

The Minister should not permit any buildings for exclusive private use on lands administered by the Department, except as provided for at the Lower Selwyn Huts.

DOC: Noted.

71. Policy 7.2.3 provides

To ensure that allowing the Lower Hut Settlement to remain on site does not constrict or restrain Te Waihora lake levels or management for mahinga kai, conservation and other purposes with the MP Area.

DOC: Noted.

72. The explanatory note to these policies states...

Along with the use of the Joint Management Plan Area for commercial purposes, use can occur for other purposes not necessarily associated with the conservation of natural and historic resources or management for mahinga kai purposes. Other activities currently occurring within the Joint Management Plan Area are outlined in Part 2, 7.2²⁷.

DOC: Noted.

²⁵ Section 17E(1) Conservation Act 1987.

²⁶ For an example of the Department’s acceptance of this, refer to the Department’s “Interpretation and Application of Statutory Planning Documents Guidance” 15 July 2016 DOC-2802376.

²⁷ Section 7.2.2 Huts and hut settlements specifically mentions the Lower Selwyn Huts.

73. Method 7.2b for the policies noted above is:

Manage the Lower Selwyn Huts in accordance with the objectives and policies of this Plan.

DOC: Noted.

74. The various provisions noted above show explicit, clear support for not only the existing hut presence but future continued presence and use of the Lower Selwyn Huts. Not only are there no sunset clauses in the JMP, the wording of Policy 7.2.2 provides an obligation on the Minister to provide for exclusive private use of the Lower Selwyn Huts i.e. a strong expectation of outcome this will be the case.

DOC: Noted. The Department has discussed policy 7.2.2 in paragraph 191 of the draft decision report.

Canterbury CMS

75. The CMS was approved in 2016 and the existence and expiry date of my clients' concessions was considered in the preparation of the CMS²⁸.

DOC: Noted.

76. A CMS must implement general policies and establish objectives for the integrated management of natural and historic resources.²⁹

DOC: Noted.

77. The CMS specifically notes that by the end of 2019, a review of the Te Waihora JMP would be initiated, alongside with Ngai Tahu.

DOC: Noted.

78. Section 3.11 of the CMS states "The situation with regard to private accommodation on public conservation lands and waters within Canterbury Waitaha) is described in Table 16.

DOC: Noted.

79. Table 16 has several headings - Location, Number, Authorised, Exception Applies, Right of Renewal and Notes.

DOC: Noted.

80. In relation to the Lower Selwyn Huts, Table 16 provides (highlighting mine):

- a. Location – Lower Selwyn Huts Conservation Area
- b. Number - 58
- c. Authorised – Yes, expire 2019
- d. Exception Applies – Yes

²⁸ As required by section 17D(8) of the Conservation Act.

²⁹ Section 17D(1)

- e. Right of Renewal – Yes – till 2024; and
- f. Notes “ **Authorised by specific leases since the settlement was established in the 1920s, and now in accordance with the Te Waihora Joint Management Plan 2005.**’

DOC: Noted.

81. When the CMS was approved in 2016, the huts had a concession licence issued by the Minister in 2004. At that time, the JMP was not in place. It is clear the reference above “authorised by specific lease since the settlement was established in the 1920’s and **now in accordance with the Te Waihora Joint Management Plan**” means the JMP is the relevant statutory document to guide the decision maker for all relevant matters, including any phase out, not the CMS, until a review of the JMP.

Noted. The interpretation and application of the statutory planning documents that guide the short-term and long-term management of the settlement has been summarised in paragraph 197 of the draft decision report. Note that per policy 1(h) of the CGP, policy in JMP that is contrary to the CGP does not have effect, as discussed in paragraph 13 of Appendix 8.

82. For the planning advice to be correct, given the timing of the CMS, for the CMS to be in accordance with policy 10(h) of the CGP, the CMS should have specifically noted the phase out provisions of the CMS apply to the Lower Selwyn huts rather than the JMP (given the various statements in the CMS that the JMP is the relevant statutory documents) , but it didn’t – it specifically directs the decision maker to the JMP for matters relating to the lower Selwyn huts.

DOC: Noted.

83. There is no need to specifically mention phasing out the Lower Selwyn Huts because as the JMP was jointly prepared by the Department and Ngai Tahu, the General Policy was relevant and considered. The policies in the JMP are explicit acceptance of “exceptional circumstances” applying to the Lower Selwyn huts, and thus an exception to the phase out requirement of policy 10(h) of the CGP. There is no need to backfill this requirement.

DOC: Noted.

84. Once the Te Waihora JMP is reviewed, the various objectives and policies relating to the Lower Selwyn Huts can be revisited.

DOC: Noted.

85. The JMP continues to be the relevant document until it is reviewed and it is not necessary to refer back to the CMS provisions on phasing out private baches.

DOC: Noted. The interpretation and application of the CGP, CMS and JMP that guide both the short-term and long-term management of the settlement in the analysis of section 17W and more specifically paragraph 197 of the draft decision report.

Section 4 Conservation Act – Give effect to the Treaty of Waitangi

86. It is unclear how the presence and use of the huts has an adverse effect on the cultural values held by iwi, aside from the expressed aspirations of Taumutu.

DOC: Noted.

87. My clients' have been unable to find any reference in any relevant statutory and non-statutory documents to the stated aspirations of Taumutu to raise Lake levels.

DOC: Noted.

88. Further, given the comments above in paragraphs 33 to 48, it is highly unlikely the Taumutu aspirations could come to pass.

DOC: Noted.

89. My clients are not aware of any treaty obligation that requires giving effect to an aspiration.

DOC: Noted.

Conditions

Term

90. My clients' consider a concession can be granted for 20 years, particularly given the provision for 5 yearly reviews, which can take account of any changing knowledge regarding climate change and/or flooding. I also note the ability of the Minister to initiate a variation where that is necessary to deal with significant adverse effects of the activity that were not reasonably foreseeable at the time the concession was granted³⁰.

DOC: Noted.

Remediation plan

91. My clients' consider the condition associated with transfer or assignment requiring a removal and remediation plan and associated cash bond³¹ is onerous and limits the intent of the Association to make some huts publicly available. The cost of such a bond if asbestos is present could be up to \$30,000 That would be prohibitive if it needed to be paid up front. My clients consider this is unreasonable.

DOC: Noted. This paragraph has been considered through the response to paragraph 19 of this letter.

Insurance

³⁰ Section 17ZC(3) Conservation Act 1987.

³¹ Proposed condition.

92. My clients' consider a concession can be granted subject to compliance with the requirement to obtain the agreed Insurance and confirm the Department's agreement that public liability insurance will suffice for the huts where full insurance is not available.

DOC: Noted.

Yours sincerely

Barrister



Appendix 4.1 – Applicant comments

Bach owner submission on Permission Decision Support Document [REDACTED]

I ask the Decision Maker to consider three factors before deciding.

These are; the favouritism afforded to an elite iwi corporate interest, undue credence given to a contentious Climate Emergency and a seemingly unnecessary insistence on domestic style insurance for our simple baches.

Firstly, the Treaty of Waitangi does not describe a partnership between maori and parliament. Former Prime Minister Lange said that the idea is ridiculous-how can you govern with no clear leadership.

Treaty principles as applied in Te Tiriti are a modern construct, crafted by corpulent Waitangi Tribunal lawyers for the benefit of corporate iwi momona

Former Justice Minister G Palmer said that the principles mean anything you want them to. We invented the term to placate maori over forestry legislation (Richard Prebble former SOE minister to RCR July 2025)

Thus, any recommendation by Taumutu Rununga Ltd must carry no more weight than any other.

DOC: Noted. Refer to paragraphs 46 – 71 for the discussion regarding the application of the principles of the Treaty of Waitangi and the feedback from Taumutu Rūnanga Limited.

(Adding insult to our injury, Nga Tahu are a powerful yet pitiless corporate elite-witness their ill treatment of Greenpark residents-yet are helped practically and financially by DOC and the local council, SDC. They pay little or no tax, which funds DOC, yet we bach holders are taxed mercilessly by DOC and others, live in fear of eviction and are generally treated as second class citizens)

I fear our lifestyle will disappear, we will be managed- out, the only 'baches' will be owned by the wealthy, and public conservation land will be given over to the same- foreign or iwi.

Secondly, the so called Climate Emergency

No climate change model that DOC pits against us is credible when an RCP index of 8.5 is used by the contracted modeller. Even the IPCC recommends against the practice, yet DOC persists (although I acknowledge that Government still mandates 8.5)

However, it would be nice to see DOC included in an open, uncensored debate on this issue (For example, referring to Nga Tahu Holdings in Appendix 2. Is raising the lake level and displacing local farmers etc the only way to clean the lake? It was pristine in the 1970s, at low levels. Discuss plea

DOC: Noted. The purpose of the decision report is to make a decision on 47 concession applications. Decisions regarding the level of Te Waihora are beyond the scope of the purpose of the draft decision report.

Thirdly, insurance is almost impossible to obtain, as recognised by the Advisor at (93)

(I have been told by insurance companies that a main reason is the uncertainty created around the lease by DOC, not the reasons outlined in the report. I was also told by Historic Places that this is the reason they wont list us-they will reconsider once this political impediment is eased)

DOC: Noted.

My suggestion, if a bond is to be imposed on owners to cover removal of our baches and circumvent vandalism, wanton abandonment and environmental damage- we are after all second

class, then why is insurance needed. Further discussion please.

DOC: For clarity, public liability insurance protects the Department from costs associated with the removal of structures and rehabilitation of the land in the case where any structures are partially or fully destroyed as a result of unforeseen incidents that may occur, e.g. fire or discharges from the land. A bond is designed to cover the costs of work required at the end of a concession in the event that the concessionaire can't or won't remove the structures and remediate the site. The proposed bond would be refunded to the concessionaire once the hut is removed, excluding any costs related to remediation works that aren't completed in full by the concessionaire.

My recommendation
Ten year leases with automatic right of renewal

DOC: Noted.

Nga Mihi

Lower Selwyn Huts

Appendix 5 – Review of Aqualinc Report by Pattle Delamore Partners Limited

Aqualinc report

1. A report written by Aqualinc⁴⁴ predicts that sea level rise will lead to an increase in lake levels in Te Waihora, which will increase the frequency and magnitude of flooding at the settlement. Key variables that could have the greatest potential impact on Selwyn District water assets (e.g. potable water, wastewater, stormwater) are identified as groundwater levels, extreme rainfall, high river flows and sea level rise. The report predicts that increased lake levels would impact the land drainage network around the lake and increase the vulnerability of low-lying areas around the lake to flooding, which includes the Lower Selwyn Huts.

PDP Review of Aqualinc report for Lower Selwyn Huts

2. PDP memorandum: [DOC-7780117](#)
3. An independent review of the Aqualinc report was undertaken by Pattle Delamore Partners Ltd (PDP) and provided by the applicants.⁴⁵ The objective of the review was to determine whether the Aqualinc report provides a true and accurate assessment of the potential impacts of sea level rise on the Lower Selwyn Huts.
4. The review highlighted that there is significant potential for flooding of the area at present mean sea level, and a high potential for inundation of the huts during extreme sea level events. Additionally, sea level rise is making the opening of the lake more challenging, and it will likely continue to become more difficult. Consequently, as sea levels rise there will likely be fewer openings using the current protocol, and improved success in opening the lake and keeping it open will require higher lake levels.
5. The review noted that the Aqualinc report used outdated guidance for coastal hazards and climate change. Using updated methodology would result in similar sea level rise estimates, however, the difference on predicted flooding extent and duration could be significant.
6. The review also pointed out that there is no correlation between the different climate indices and climate trends with the frequency of high flow events for the district's rivers. PDP suggested that hydrodynamic modelling for the huts could be undertaken as a next step to plan for the future of the huts.

⁴⁴ Rutter, H., England, M., & Kerr, T. (2017). Impact of Climate Cycles and Trends on Selwyn District Water Assets. https://www.waternz.org.nz/Attachment?Action=Download&Attachment_id=2872

⁴⁵ Gallop, S., & Kirstein, V. 2024. Review of Aqualinc report for Lower Selwyn Huts. Pattle Delamore Partners Ltd.

Appendix 6 – Review of PDP memorandum by NIWA

1. NIWA memorandum: [DOC-10347532](#)
2. The Department commissioned the National Institute of Water and Atmospheric Research (NIWA) to undertake a review of the PDP memorandum, with a focus on findings most relevant to the Lower Selwyn Huts.⁴⁶
3. The NIWA review found that both the Aqualinc report and PDP memorandum are generally sound, despite minor errors. Both reports show similar projections for sea level rise and identify that sea level rise will require higher lake levels for opening the lake. Additionally, both reports reached similar conclusions regarding Selwyn River high flows under climate change to 2040.
4. Inconsistencies and errors were found regarding vertical datums, which are the reference point (or 'zero' points) for height measurements of water and ground elevations. These inconsistencies prevent comparison between lake levels and the elevation of land around Lower Selwyn Huts.
5. The review found that neither report analyses the frequency with which lake levels quantify flood risk to the Lower Selwyn Huts. A report by Environment Canterbury⁴⁷ has been cited as providing a lake level frequency analysis over the period that the current lake opening protocol has been used. Comparing this frequency analysis with LiDAR derived ground elevation data around the settlement, the NIWA review shows that some surface flooding around the huts has occurred most but not every year, and complete surface flooding has occurred on average approximately every five years.

⁴⁶ Measures, R. 2025. Review of PDP memorandum relating to Aqualinc report for Lower Selwyn Huts. National Institute of Water and Atmospheric Research (NIWA).

⁴⁷ Wild, M. 2019. Selwyn River/Waikirikiri floodplain investigation. Environment Canterbury. <https://api.ecan.govt.nz/TrimPublicAPI/documents/download/3623647>

Appendix 7 – Statement of Significance by Underground Overground Archaeology

1. Documented as: [DOC-7780119](#)

Statement of Significance

2. A Statement of Significance (SOS) prepared by Underground Overground Archaeology (UOA) has been provided to the Department that assesses the heritage significance of the settlement.⁴⁸
3. The SOS evaluates the heritage significance of the settlement through its assessment of the archaeological, architectural, cultural, historic, technological and scientific values. The SOS report finds the settlement to have special heritage significance as a testament to the recreational sport of angling and the small fishing hut communities that once graced New Zealand’s river and lake fronts. The Lower Selwyn Huts are said to have ‘a distinct historic and cultural identity, formed solely for the purpose of recreational angling’, having attracted both national and international visitors, holiday makers and locals. The settlement is also connected to the historic themes of sport and leisure activities, New Zealand’s colonial spirit, and our tradition of No. 8 wire ingenuity.
4. The SOS assessed the Lower Selwyn Huts to have significance for their archaeological, architectural, cultural, historical and technological values. UOA recommends that the huts remain on their current site and are formally recognised by adding them to the Heritage New Zealand Puhere Taonga List/Rāangi Korero as a historic area and to Selwyn District Council’s District Plan heritage schedule.

Appendix 7.1 – Review of Statement of Significance

5. Documented as: [DOC-10279689](#)
6. A review of the SOS was conducted by the Department’s Senior Heritage and Visitor Advisor, Frank van der Heijden. The review examines the various aspects of UOA’s report including the methodology used, heritage values assessed, historical events quoted, and the overall heritage significance assessed by the SOS.
7. The review found that the heritage values are inflated and, in some cases, unsubstantiated. It found that no evidence presented in the report supports the conclusion the huts are an archaeological site, and the archaeological values are limited to the Land. The architectural values are insufficiently justified because of a lack of comparative analysis; the cultural and historical values are moderate at best, and the technological values are low.
8. Overall, the review does not support the conclusion that the Lower Selwyn Huts contains significant heritage values. The area may have archaeological values, as some of it was occupied prior to 1900, but removal of the huts would not affect those remains and associated values. This assumes minimal earthworks are required to remove the buildings and structures, and any earthworks are limited to areas already disturbed in the past. Furthermore, the settlement is not scheduled in the District Plan nor on the New Zealand Heritage List.

⁴⁸ Irvine, S., & Webb, K. 2024. The Lower Selwyn Huts: A Statement of Significance. Underground Overground Archaeology Ltd. Page 33.

Appendix 8 – Management planning advice

Management planning advice 2025: [DOC-10336729](#)

Management Planning Advice: Lease renewal for Lower Selwyn Huts

Assyst # R275894

Advice prepared by: Rhett Klopper, Management Planner, 14 May 2025

Peer reviewed by: David Owen, Senior Management Planner, 23 May 2025

Relevant documents: [Te Waihora Joint Management Plan/Mahere Tukutahi o Te Waihora 2005](#), Canterbury CMS 2016, [Conservation General Policy 2005](#)

Related advice: [DOC-6412862](#); [DOC-6747833](#); [DOC-10340192](#).

Purpose

1. To provide management planning advice on whether a proposed 10-year lease extension for a number of private accommodation buildings at the Lower Selwyn Huts settlement, is consistent with the Te Waihora Joint Management Plan/Mahere Tukutahi o Te Waihora 2005 (JMP) and other relevant statutory planning documents.

Summary of advice

2. The proposed management of the Lower Selwyn Huts is likely to be consistent with the statutory planning framework provided:
 - a. Consultation is undertaken with Ngāi Tahu;
 - b. An assessment of potential adverse effects is undertaken, and
 - c. The existing buildings are maintained to building standards, and appropriate conditions are imposed to ensure compliance with these standards.
3. The Conservation General Policy (CGP) and Canterbury Conservation Management Strategy (Canterbury CMS) require that private accommodation, such as the Lower Selwyn Huts, be phased out. The fact the JMP is silent on phasing out of the Lower Selwyn Huts does not materially affect this requirement.
4. The planning framework requires the decision maker, in consultation with the Conservation Board and concessionaires, should either gradually phase in public use of the Lower Selwyn Huts, or demolish the existing buildings within 18 months of the death of the person named on the authorisation or within 20 years of the approval of the Canterbury CMS. Having been approved in 2016, all buildings should be removed by 2036, unless otherwise retained by the Department for historic or cultural purposes.
5. Consistency with the Canterbury CMS requires the phase-out to be undertaken in either of the two means discussed in paragraph 4. The proposed 10-year term, if granted prior to 2026 with no right of

renewal, and a plan for removal of the huts following this term or upon death of existing authorisation holders, would be consistent with the Canterbury CMS.

Context and summary of prior findings

6. 58 existing private structures, including huts, baches, fishing shacks, and other recreational buildings, are on the northern shore of Te Waihora/Lake Ellesmere near the outlet of the Selwyn River/Waikirikiri, within Conservation Area Lower Selwyn Huts and Greenpark Sands Conservation Area.
7. There have been three pieces of management planning advice already concerning whether the huts must be phased out. This advice conclusively establishes the huts must be phased out. A summary of the most relevant aspects is provided below.
8. The applicants have advanced a case that, because the JMP does not speak to the decommissioning of the huts, they must be provided for indefinitely (or at least for another 20-year lease period).
9. This misinterprets the timing of the various statutory documents and leases, and misinterprets the relationship between the JMP and Conservation General Policy 2005 (CGP).
10. The JMP came into effect in 2005, with an intended term of 10 years; that is, it was intended to be reviewed and replaced by 2015. At the time of JMP publication, the huts were on a valid lease until 2019, with the ability to renew from 2019-2024.
11. The simplest explanation for why the JMP does not discuss hut decommissioning is that it was envisaged a subsequent JMP would be prepared to cover the period from 2015-2025, when the leases would expire.
12. If the 2005 JMP, or a subsequent JMP, did provide guidance on the phase out of private accommodation, the documents would have to do so in accordance with CGP Policy 10(h). This policy requires that private accommodation will be phased out. To do otherwise, and enable private accommodation under the JMP, would be contrary to the CGP.
13. It would therefore be immaterial if the JMP did provide for the Lower Selwyn Huts indefinitely, as under Policy 1(h) of the CGP, policy contrary to (derogating from) the CGP 2005 does not have effect. Accordingly, the JMP provides policy guidance on how to manage the existing presence of the huts, but not on their long-term future. CGP Policy 10(h) applies as normal, requiring that the private accommodation **will** be phased out.
14. CGP Policy 10(h) provides little other guidance for the implementation of a phase-out period, other than facilities should be removed at the end of this period, unless retained by the Department for public use.
15. The phase out term, or methodology is not provided for by the CGP, and it is not defined in the CGP or within any relevant management planning documents.
16. However, the Canterbury CMS provides guidance on methodology of the phase out of private accommodation. As the JMP is silent on the phase out of private accommodation, recourse to the Canterbury CMS is appropriate. There is no planning need or requirement to review or update the JMP just so that it specifically addresses the phase-out of private accommodation at Lower Selwyn Huts. This is discussed further below.

Analysis of statutory documents

17. As stated above, CGP in effect requires all private accommodation at Lower Selwyn Huts to be phased out, and they must be managed in the interim according to policy guidance under the JMP. This advice therefore assesses whether a proposed 10-year lease term, with no right of renewal, meets these criteria, and what the JMP requires for such an authorisation.
18. The applicants have requested a 20-year lease period, partially on the basis that the effects of climate change (including sea level rise) will not manifest at the settlement during that time.
19. Those impacts are, in a sense, immaterial to findings on plan consistency. The CGP simply requires that the private accommodation be phased out, regardless of the environmental conditions associated with the private accommodation.
20. On this basis, this advice therefore considers the JMP and other statutory planning documents and whether the proposed phase out meets the relevant requirements of the statutory documents.

Te Waihora Joint Management Plan 2005

21. The JMP provides some policy guidance on the management of the Lower Selwyn Huts, directed at ensuring the potential adverse effects of the huts are appropriately managed and that they are maintained to appropriate standards.
22. Enabling the Lower Selwyn Huts settlement (via an extension of leases / Department authorisations) must not restrict or restrain Te Waihora lake levels or management for mahinga kai, conservation and other purposes within the JMP area⁴⁹. The decision maker must consider these matters, particularly whether continued private use restricts management of Te Waihora and the JMP area for conservation purposes.
23. The JMP is a joint document with Ngāi Tahu and Taumutu Rūnanga, and to determine whether the Huts restrict or restrain management of mahinga kai, consultation must be undertaken with Ngāi Tahu.
24. The JMP directs that the lease agreement should be maintained with building standards that ensure that any adverse effects on the landscape of Te Waihora by the settlement are avoided, remedied or mitigated⁵⁰. Such standards should be a requirement of the lease agreement and lessee required to ensure that any buildings are maintained to these standards.
25. Finally, the plan methodologies direct that any other adverse effects on landscape values of existing structures are avoided, mitigated or remedied⁵¹. In this instance, the structures are already present having been previously authorised, and such adverse effects form part of the existing environment. An assessment should determine whether any changes have occurred to existing structures that require assessment of adverse effects on landscape values.

⁴⁹ Te Waihora Joint Management Plan 2005, Section 7.2, Policy 7.2.3

⁵⁰ Te Waihora Joint Management Plan 2005, Section 3, Methodology [7.2b], 3d

⁵¹ Te Waihora Joint Management Plan 2005, Section 3, Methodology [7.2a], 3a

26. The JMP provides some guidance on management of the existing Lower Selwyn Huts settlements and a straightforward policy framework. Consistency with these policies should be ensured through adequate conditions within the concessions and consultation with Ngāi Tahu.

The Canterbury Conservation Management Strategy 2016

27. Recourse to the Canterbury CMS should only be undertaken where the JMP is silent, and the substantive requirements of higher order documents considered where the JMP does not directly address them. As discussed above, the JMP is silent on phasing out of private accommodation.
28. Canterbury CMS Section 3.11 provides further policy guidance for management of private accommodation on PCL. Policy 3.11.2 directs that the Department should phase out all existing private accommodation and related facilities that are not otherwise authorised under section 50 of the National Parks Act 1980 or specifically provided for or allowed in legislation. Previous management planning advice has discussed whether the Lower Selwyn Huts has been specifically provided for in Legislation and this is not discussed further here.
29. Policy 3.11.2 directs that phasing out private accommodation be by either:
 - a. Phasing in public use of the building(s); or
 - b. Removing the building(s) at the end of the phase-out period, unless retained by the Department for public use.
30. Policy 3.11.3 states that consultation should be undertaken with the Conservation Board and concessionaire to determine whether a concession may be granted, and if so, and where relevant, which of the two phase-out methods (policy 3.11.2) should be applied. Consultation with the Conservation Board and concessionaires should be undertaken and consideration given to which phase-out method provided by Policy 3.11.2 should be implemented as part of this concession / authorisation process.
31. Finally, Policy 3.11.4 provides specific conditions for the concession where an authorisation for private accommodation is granted. Of note are the methodologies for implementation of policy 3.11.2 (a) and (b).
32. Should the chosen phase-out method be 3.11.2 (a), phasing in public use, then the conditions should specify how the huts will be made available to the public and the reasonable costs charged. There is no further detail provided for phasing in public use, and it is at the Departments discretion in consultation with the concessionaire how public use could be phased in.
33. Should removing the buildings in accordance with 3.11.2 (b) be the chosen phase out method, then the buildings are to be removed within 18 months of the death of the person named on the authorisation as at 27 June 2013. Transfer/assignment of the concession to another party to circumvent this requirement should not be authorised. Alternatively, buildings are to be removed within 20 years of the approval of the CMS; whichever occurs first.
34. Noting that the CMS was approved in 2016, all buildings should be removed, unless retained for public use by the Department for historic or cultural purposes, by 2036. The Departments proposed

phase out term of 10 years with no right of renewal would be consistent with this methodology, provided a decision is made prior to 2026.

35. Other matters to include as conditions, which are not covered by the JMP, are that indemnity to protect the Department is given by the concessionaire and the concessionaire holds adequate insurance.
36. Where the JMP is silent the Canterbury CMS provides direction on how a phase-out should be implemented, through consultation with the Conservation Board and concessionaires. Consistency with the Canterbury CMS requires undertaking either phase-out approach described above and to do so otherwise would require exceptional circumstances. The policy framework of the Canterbury CMS on private accommodation is clear and there does not appear to be any reason exceptional circumstances would apply.

Conclusions

37. See recommendations.

Appendix 9 – Applicant financial profiles

Record of actions

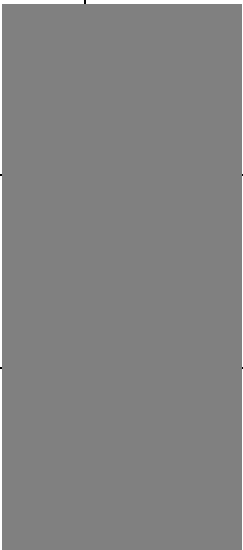
1. As at 1 July 2024, applicants were acknowledged for their application for a new concession and notified of any unpaid fees relating to their existing concession.
2. As at 5 September 2024, applicants with debt exceeding \$1,000 were given a 90-day notice to pay any unpaid fees on their account by 4 December 2024.
3. As at 22 November 2024, applicants were sent a reminder about the 90-day notice to pay any unpaid fees.
4. As at 17 December 2024, applicants were sent a notice indicating that the 90-day notice period to clear any outstanding debt had passed.

Risk assessment

5. A financial risk assessment has been provided by the Accounts team as of 31 July 2025.
6. Risk assessment: [DOC-10416755](#)
7. The balance on each account comprises all fees relating to each individual Applicant. This includes concession fees relating to the Applicant's current concession, as well as any processing fees billed to date for the new concession application.
8. The following risk profiles have been established:
 - High risk
 - Moderate risk
 - Low risk
9. Updated account balances of applicants considered to have a high level of financial risk have been provided by the Accounts team as of 5 December 2025.
10. The following Applicants pose either a Moderate or High financial risk to Department:

Hut	Name	Risk profile	Notice 1: 5 September 2024	Notice 2: 22 November 2024	Notice 3: 17 December 2024	Debt as of 31 July 2025	Comments	Debt as of 5 December 2025	Comments
		High	✓		✓	\$9,630.60	Customer hasn't paid any invoices we have issued and requested to address bill on his release	\$10,814.60	No payments made.
		High	✓			\$9,305.91	Customer is paying \$51 per week which does not make an adequate contribution to catch up arrears Applicant was not sent Notice 2 or 3 as they made arrangements to clear the debt. Debt was initially fully paid by a third party; however, this was later refunded to the payer. The applicant was sent	\$10,177.91	Consistently paid \$52 per week until November; however, at this rate the balance continues to grow, as his payments are insufficient to cover both historic debt and current invoices.

							a notice on April 10, 2025, informing them of their outstanding debt of \$7,490.62.		
[REDACTED]		High	✓	✓	✓	\$8,843.74	Customer has made numerous payment arrangements but never followed through with payment	\$10,023.40	Paid \$365 in total.
		Moderate				\$2,696.60	Customer is making payments but not regular. The balance is due 20.06.2025		
		Moderate				\$2,264.65	Customer is paying sporadically		
		Moderate				\$2,012.95	Regular fortnightly payment \$70		

	Moderate				\$1,986.00	Regular payments. Only May 2025 invoices outstanding		
	Moderate				\$1,986.00	Regular payments. Only May 2025 invoices outstanding		
	Moderate				\$1,326.91	Customer is making regular payments but the balance is still quite high		

Appendix 10 – Applicant insurance profiles

1. All applicants were asked to provide a copy of a valid insurance policy per the terms of their concession. This request was made in correspondence with applicants on 10 July 2024, as a request for further information per s17SD(1).
2. Concessionaires are required to insure all structures, facilities and land alterations for the full replacement value and the cost of demolition, removal of debris and clearance of the land. Concessionaires must also hold a policy to insure against liability including public and statutory liability. The requirement for a valid insurance policy is outlined in items 11 – 14 of Schedule 1, and clauses 12 and 26 of the previous concession.
3. Where applicants provided a valid insurance policy, these were recorded as ‘Yes’ in the table below.
4. Where applicants indicated that they were unable to obtain a valid insurance policy and/or indicated that they wanted to proceed with their application without providing evidence of a valid insurance policy, these were recorded as ‘No – confirmed not providing’ in the table below.
5. Where applicants did not respond to the initial request for a valid insurance policy, or did not provide a valid insurance policy after being given a time extension to do so, these were recorded as ‘No’ in the table below.

Yes	13
No - confirmed not providing	19
No	17

6. Approximately three-quarters of applicants did not or were unable to obtain provide a valid insurance policy per the terms of their concessions.
7. Applicants who were unable to obtain a valid insurance policy consistent with the requirements of their concession were prompted to share correspondence with insurance brokers to that effect. Relevant correspondence with insurance brokers and applicants indicated the following reasons for inability to secure a valid insurance policy for their structures:
 - Likelihood of natural hazards, e.g. due to the land being situated in a flood plain,
 - Age of the building, e.g. requirement for houses built prior to 1930 needing to be rewired, relined and reroofed.
8. In an email dated 31 July 2024, applicants who did not provide evidence of a valid insurance policy were told that the Department would continue to assess their application without that information.