



Department of Conservation
Te Papa Atawhai

To: Phillippa Fox, Director of Regulatory Authorisations as Delegate of Minister of Conservation
From: Christine Butler, Permissions Regulatory Delivery Manager as Delegate of Director-General of Conservation
Date: 9 April 2025

OBJECTION AND SUBMISSION SUMMARY RECOMMENDATION REPORT

APPLICATION DETAILS

Lower Selwyn Huts Bulk Applications

- Applicants:** This process comprises consideration of 50 individual applications in total: refer to the applicant information in [Appendix 2](#) for complete list of Applicants
Permission Number: Multiple permission numbers, see [Appendix 2](#) for complete list
Permission Type: Leases
- Brief activity description:** Applications are for leases of land for the purpose of existing, private huts and associated structures that form the Lower Selwyn Huts settlement located on the edge of Te Waihora, Lake Ellesmere. The private huts were originally constructed to facilitate recreational activities such as fishing and game bird shooting. The private huts are currently in use for temporary and permanent accommodation and all the applicants have previously held a concession under the Conservation Act.

PURPOSE

- This report is provided pursuant to section 49(2)(d) of the Conservation Act 1987 (CA). It provides you with:
 - A summary of all objections and submissions/comments received:
 - Recommendations to the extent to which objections and submissions are allowed and accepted.
 - A recommendation on the applications, to inform the Minister's decisions.
 - Any recommendations of actions as a result of those submissions e.g. special conditions, further information requests etc.
 - Any recommendations on further information you may wish to obtain and consider.

4. Section 49(2)(a) of the Act provides that any person or organisation may object to, or submit on, the proposal. In this report, for ease of reference, “submissions” is used to refer to both objections and submissions, except where it is necessary to distinguish between objections, submissions or comments.
5. In accordance with section 49(2)(d) of the Act this report includes recommendations on the extent to which objections should be allowed, and the extent to which comments should be accepted.
6. The recommendations on the extent to which objections are “allowed” and comments “accepted” are noted to assist the Minister in forming a view ‘before deciding whether or not to proceed with the proposal’, pursuant to section 49(2)(e) of the Conservation Act 1987.
7. I note that any recommendation that I make does not fetter your discretion in considering all the issues relevant to these applications.

BACKGROUND

Context

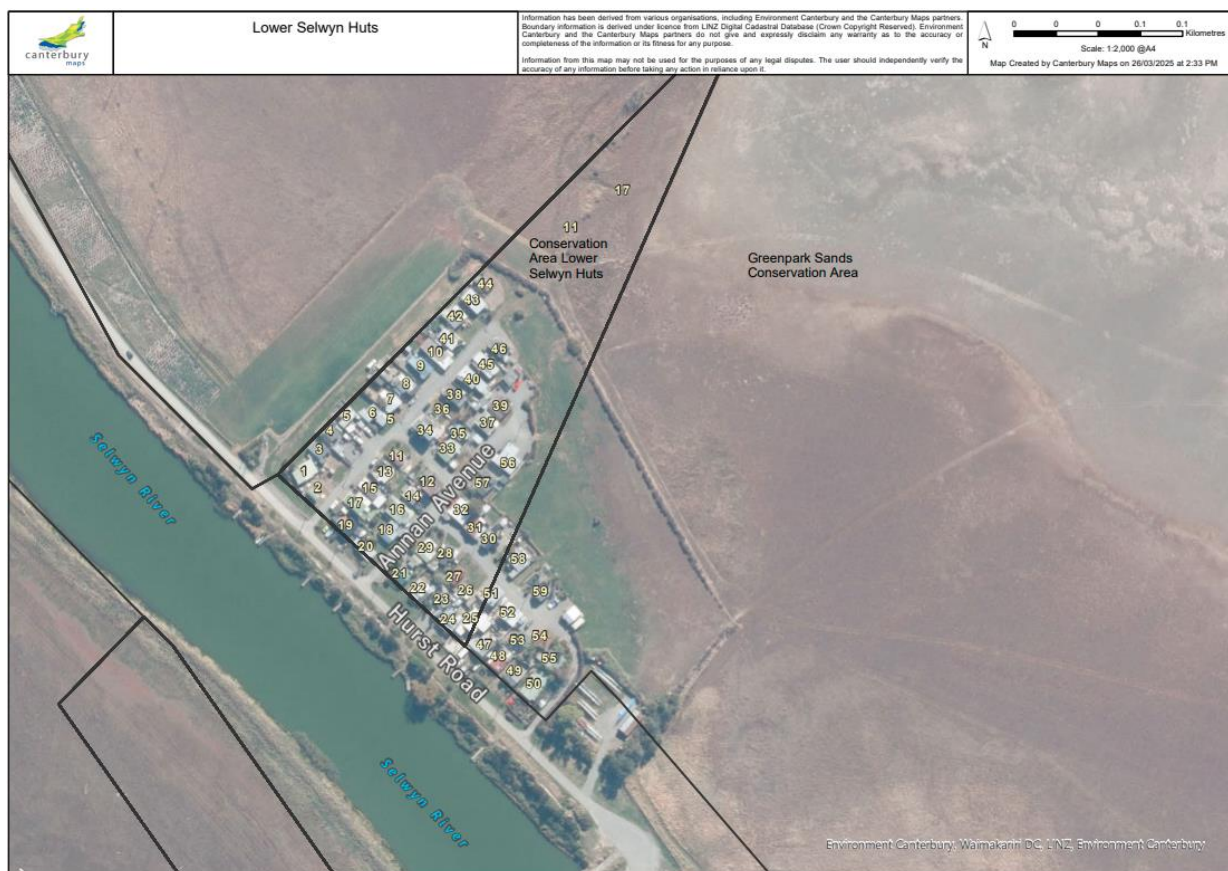
8. The Lower Selwyn Huts settlement (“the settlement” or “the Lower Selwyn Huts”) comprises 56 private huts located within two adjacent Conservation Areas, known as Lower Selwyn Huts Conservation Area and Greenpark Sands Conservation Area (“the Land”), in the Springston area. Originally, the huts were 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.
9. 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 (MOC) 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.
10. In March 2024, hut owners were invited to apply for new, ‘transitional’ concessions. A transition period of 10 years was proposed, which provides for the phasing out of the private huts in accordance with the Conservation General Policy (policy 10(h)) and allows 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.

Proposed activity

11. The lease of land for the purpose of existing, private huts and associated structures (“structures”). Applications vary by land area, total area of structures, and term of concession. For more information about each application, see Appendix 2.

Location of proposed activity

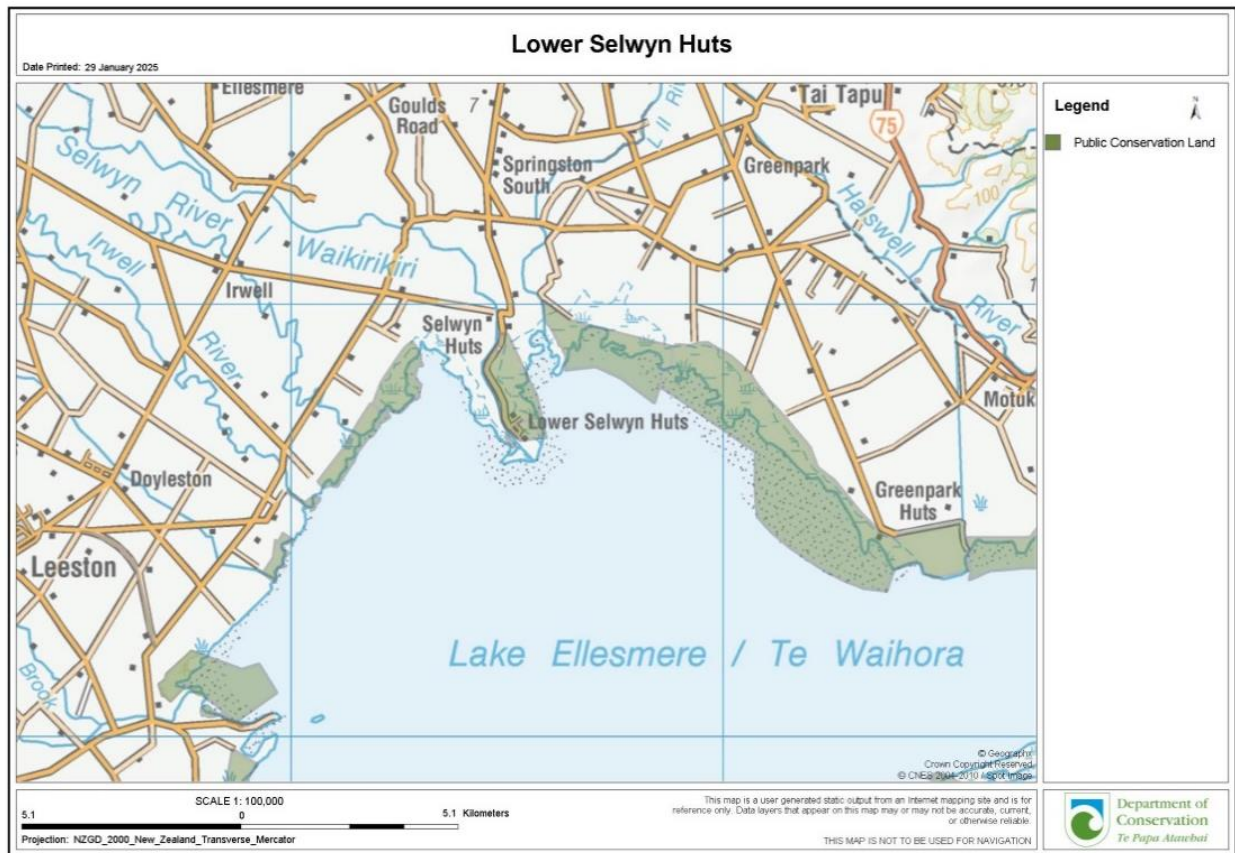
12. The activities being applied for are located at the Lower Selwyn Huts settlement, located within the Greenpark Sands Conservation Area and Conservation Area Lower Selwyn Huts, in the Springston area (Map 1).



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

13. 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, 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.
14. 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.



Map 2: Lower Selwyn Huts, Springston.

Public notification

15. 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.
16. In total 30 submissions were received, and zero objections were received. One submitter requested a hearing; they later withdrew their request. Accordingly, no hearing was required.

Late submissions

17. Two submissions were received after the public submission period ended.
 - a) Submission 7 – Submitter is a hut owner who first made their submission on 22 October 2024 (within the period for accepting public submissions). Submitter originally requested a hearing but later withdrew their request and submitted an updated submission on 6 November 2024.

- b) Submission 30 – Submitter is a hut owner who forwarded their submission with the Lower Selwyn Huts Association. Submitter originally made submission on 16 October 2024 but was not received by the Department until 12 November 2024.

18. On the basis that both submissions were made or intended to be made to the Department within the public submissions period, both submissions noted above have been received and considered in this report.

Other relevant matters

Lower Selwyn Huts in planning documents

19. The Te Waihora Joint Management Plan (JMP) is the guiding document for this area, and recognises the huts as recreational facilities, but is silent regarding the long-term management direction to be applied.
20. The Canterbury (Waitaha) Conservation Management Strategy (CMS) 2016 states that the CMS does not apply to the area covered by the JMP.
21. The Conservation General Policy (CGP) sets the expectation that existing private accommodation on public conservation land will be phased out and removed (policy 10(h)).

Flooding

22. The settlement is vulnerable to flooding, and there have been seven significant weather events that have inundated the settlement since 2013. A report prepared for the Selwyn District Council¹ predicts that sea level rise could increase the frequency and magnitude of flooding at the Lower Selwyn Huts. A review of this report has been commissioned by the hut owners².

Historical significance

23. A report titled, “The Lower Selwyn Huts: A Statement of Significance³,” has been commissioned by the Lower Selwyn Huts Association and provided to the Department. It states that the Lower Selwyn Huts have special heritage significance, and are assessed to have significance for their archaeological, architectural, cultural, historical and technological values.

¹ 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

² Gallop, S., & Kirstein, V. (2024). *Review of Aqualinc report for Lower Selwyn Huts*. Pattle Delamore Partners Ltd.

³ Irvine, S., & Webb, K. (2024). *The Lower Selwyn Huts: A Statement of Significance*. Underground Overground Archaeology Ltd.

SUMMARY OF KEY POINTS FROM SUBMISSIONS

24. This report analyses public submissions received by codifying the topics discussed in submissions into various themes and sub-themes. Quotes from submissions have been included under each theme or sub-theme as examples of key points raised. The quotes are representative examples and not exhaustive of all submissions made. Where part of a submission has been quoted verbatim, this has been placed in “inverted commas”.
25. The applications were all notified together. As such, the content of submissions made pertains to both individual applications as well as the settlement as a whole. For the purposes of this report, the themes and sub-themes discussed in individual submissions have been considered as pertaining to all applications that have been bundled together for processing (“bulk process”).
26. Thirty written submissions were received. These were made up of 30 submissions supporting the applications, and zero submissions objecting to the applications. The full list of submissions and individual analysis of each submission can be found in Appendix 1.
27. Of the 30 submissions, 29 are from existing hut owners or direct family members of hut owners who currently have an application for a concession. As such, the terms “submitters” and “hut owners” are sometimes used interchangeably in this report, where appropriate.
28. Submissions have been categorised into the following themes and subthemes:

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

ANALYSIS OF SUBMISSIONS

Theme 1 - Planning

Sub-theme 1 - Lower Selwyn Huts settlement in management plans (2 comments)

29. Two submissions assert that the Lower Selwyn Huts have a legal right to exist as the settlement is provided for in the Te Waihora Joint Management Plan (ss 7.2.2). One submitter indicates that the Canterbury Conservation Management Strategy 2016 (ss 3.11) allows for private accommodation “where specifically provided for in legislation”, referencing the Te Waihora Joint Management Plan as the relevant legislation concerned.

30. Representative examples:

Submission 11

... should have changed the existing Lake Management Plan. Therein the Lower Selwyn huts are acknowledged as a historical presence, including the occupation and use of them. There is no mention of any intent to remove them or alter the conditions of use. My contention is that the published plan takes precedence over any general principle.

Submission 29

Regarding the settlement's legal right to exist, I want to reiterate that the Canterbury Conservation Management Strategy 2016 section 3.11 says that “the use of private accommodation is to be phased out, except where specifically provided for or allowed in legislation”. Table 16 lists the Lower Selwyn Huts as authorised with the comment “Authorised by specific leases since the settlement was established in 1920’s and now in accordance with the Te Waihora Joint Management Plan 2006”. The Te Waihora Joint Management Plan which is still in force in section 7.2.2 is the lower Selwyn Huts settlement is specifically allowed within the lake management area. The renewal of the leases does not remove the above intended authorisation. ... the hut settlement is a legitimate settlement for the purposes of recreation and is provided for in the Joint management plan.

Recommendation

31. The Minister must have regard to whether an application is in accordance with relevant conservation management strategies and/or plans, per s17W. The comments above discuss the settlement’s legal right to exist as per the Canterbury Conservation Management Strategy (CMS) and Te Waihora Joint Management Plan (JMP).
32. The Department’s analysis of the relevant provisions of the JMP, the CMS and the CGP can be found in the management planning advice received in 2020 under OIAD-36884 and is discussed here. The Canterbury CMS does not apply to the area covered by the JMP. The JMP recognises the huts as recreational facilities that are currently present but is silent as to the long-term management

⁴ See OIAD-3688: <https://www.doc.govt.nz/news/oia-responses/2024/>.

direction to be applied; this means that any decisions on future concession applications will primarily need to be guided by the CGP.

33. The CGP is the relevant plan that guides the long-term management decisions about the uses of the PCL, specifically policy 10(h) of the CGP, which states that existing private accommodation on public conservation lands will be phased out. Therefore, although the comments above accurately identify that the settlement is recognised in the JMP, the relevant policy direction is set by the CGP rather than the JMP. Accordingly, I recommend that the Minister **does not accept** the comments above.

Theme 2 - Comments towards DOC

Sub-theme 2a - Comments towards DOC – communication (3 comments)

34. Three submitters state that DOC could have better informed hut owners in the past that the settlement would be phased out, as this would have affected their decision to apply for a new lease and/or influenced them to sell their hut before the existing lease expired.

35. Representative examples:

Submission 16

When I applied for lease in 2016, I did my due diligence, spoke to current members of the community and was given no indication that DOC would soon begin monitoring and enforcing clauses that had never been adhered to in the ... years before. I was not advised by DOC that this lease was unlikely to be renewed at the end of 5yrs and that the future of the settlement was finite. While not illegal, I think DOC had a moral obligation to inform new and existing leasees of future planning, as I would not have gone through with the lease had I known I would be wasting 8 'prime' years of my life working hard for nothing.

The last year dealing with the stress of an uncertain future, destruction of my goals, the major lack of openness and clarity from DOC has been almost more than any person can take, we are all stuck in limbo.

Submission 19

I am disappointed D.O.C didn't inform hut owners that they were going to stop huts being able to be SOLD before the 2024 lease expired, this has meant that the owners that wanted to get out couldn't and they are now stuck with No options and No asset due to the proposed Sunset Lease. D.O.C should of stopped leases being transferred for the last 5 years of the 20 year lease.

Submission 24

I paid \$79,000 for mine in 2019. I would never of purchased my hut if I knew a Final Sunset lease would be on offer 5 years later ... If D.O.C knew they wanted public huts off private land back than

they should of stopped transferring leases for the last 5 years of that 20 year lease. It would of given but owners a chance to get out ... The Sunset lease means my hut is now worthless, I can not sell my hut and to top it off when the ten year lease expires I will have to pay for my hut to be demolished. There's nothing sunny about that.

Recommendation

36. The comments above discuss submitters' views regarding DOC's quality of communication with hut owners and conduct leading up to the expiry of their concessions. Two submitters state that DOC should have stopped authorising assignments of concessions during the last 5-year period of the lease term.
37. The Minister is required to have regard to matters related to the effects of the activity and structures. However, in a concession application 'effects' are only relevant if they are effects of the activity on conservation values, which include natural or historic resources, or recreational values.
38. The comments offer feedback to DOC regarding the process and decision to renew the current operative concessions for a final 5-year term (till June 2024). I acknowledge that submitters feel that they have been impacted negatively by previous decisions. While submitters may have benefited from additional information in the past, these comments do not relevantly inform the current decision-making process. As these comments do not discuss any matters or effects that are relevant to the current decisions, I recommend that the Minister **does not accept** these submissions.

Sub-theme 2b - Comments towards DOC – consultation (3 comments)

39. A few submitters express concern with DOC's level of consultation throughout the current application process. Two submitters state that there has been insufficient consultation and engagement with hut owners, while one submitter requests DOC "listen and be attentive", and be impartial throughout the application process.

40. Representative examples:

Submission 11

The last flaw is this is not a negotiation but is a proposal handed down by DOC without consultation. That is by any definition not a negotiation or at least a negotiation in good faith. Even the most cursory of consultations would have revealed that I and many other hut owners would reject the terms contained in the proposed lease. If new leases were being 'negotiated' then they would have begun many months ago such that they were ready for the expiration of the existing leases. That DOC has not done so suggests that DOC felt they are able to write the leases as they see fit, without our input, and that we would perforce sign them. I believe that a case could be made in court with the expectation of a finding 'that DOC did not in fact negotiate or consult as is the underlying principle of government'

Submission 21

I believe D.O.C should have engaged more with ALL hut owners when making a decision in regards to the future of the huts ...

Submission 22

What we ask is that you listen and be attentive to what is being presented. To be cognitive of our pleadings, aware that hearings like this are not our usual habitat, that the language we use may not be legalese, departmental, or civil servant, but is honest, heartfelt and genuine. Above all, be impartial, be fair, don't be prejudiced, don't be swayed by your circumstances or the cohort to which you belong, and don't forget what these huts mean to ordinary people, to their families and their children. ... When you visit the Lower Selwyn Huts, it is easy to form an opinion that the huts are run-down, lacking in care and attention. And some may appear to be, but if this negativity is what forms your opinion, then naturally your eyes are drawn towards those that meet these negative criteria.

Recommendation

41. The Minister must publicly notify every application for a lease per s17SC and is required to have regard to any objections and submissions received as part of the public notification process per s17U(1)(f).
42. The comments indicate submitters' concern that insufficient consultation has been undertaken with hut owners when determining the future of the settlement, and request that DOC maintain an "impartial" and "fair" view when considering the future of the settlement.
43. I note that there is no statutory requirement to consult with applicants. Instead, the legislation prescribes the process for notifying and hearing from submitters, which in this case includes the applicants. The current public submission and hearing process (through which these comments were received) is the Minister's opportunity obtain and consider information from submitters regarding the concession applications, the potential effects of the activities for which concessions are sought, and any objections, comments and submissions. I also note that there are opportunities for public participation in planning processes (such as the CGP, CMS and JMP) which helps to ensure that all the relevant matters are taken into consideration when determining future management of conservation areas and when decisions are made regarding concession applications.
44. I therefore recommend that the Minister **does not accept** these comments. However, applicants may be given the opportunity to review and comment on the decision document, as the Minister may commission report or advice per s17SE(2). Accordingly, I recommend that applicants are given the opportunity to comment on the decision document before a final decision is made on their

applications, which will help ensure that their views are well understood and can be taken into account when final decisions are made.

Theme 3 - Investment

Sub-theme 3a – Investment - personal investment (12 comments)

45. Many submissions discuss personal investment of both time and money (by hut owners) to develop and improve the lease land and huts. A few submitters mention that the uncertainty of the settlement's future has delayed necessary maintenance and further investment, and one submitter said their investment would become "worthless" if the proposed clauses were to come into effect.

46. Representative examples:

Submission 5

I have spent a lot of time, money and energy making my Bach a peaceful haven with landscaping, building a deck, fencing and other improvements.

Submission 11

When I assumed ownership of Hut ... it was in poor, marginally usable condition. I rewired the entire place, replaced and/or repaired 80% of the plumbing, reinstated/repared the drainage system including a new grey water pump, replaced/repared the south wall, repaired and replaced the faulty windows and frames. To date I have spent \$15000 doing so. ... Were a twenty-year lease be granted I would like to continue with the restoration ... All-in-all I imagine another \$15000 or so. Clearly this would only be advised if there were some certainties that I could get fair use from the investment or that it might add to the value of the hut were it to be traded.

Submission 15

... countless hours upgrading our hut, from adding a deck where the sunrises can be seen to the placement of seating so the beautiful sunsets can be watched. To getting loads of shingle brought in and levelled out, also building our beautiful side garden

Submission 16

... when purchased it needed a lot of work to both the dwelling and the land, such as recladding, window and door replacement, roof repair, land improvement and scrub clearing, this was completed at a cost of approximately \$20,000. Due to uncertainty about future of the settlement I am unable to complete any further improvements or compliance issues.

I have invested everything I have in to the property ... the clauses that I am opposing if they came into effect would make my investment worthless and my future uncertain. I have no other home.

Submission 22

Some of the lack of maintenance is due to the uncertainty as to the future of the settlement over the past five years. Why bother if you are unsure as to the future. ... My hut has been extensively renovated, replumbed, rewired, insulated, etc. All certified and compliant.

Recommendation

47. The comments above discuss personal investment of time and money by hut owners into the leased land and their huts. The comments highlight hut owners' concern that the outcome of the current application process could result in an economic loss to them through loss or devaluation of their personal investment.
48. The Minister is required to have regard to matters related to the effects of the activity and/or structures. However, in a concession application 'effects' are only relevant if they are effects of the activity on conservation values, which include natural or historic resources, or recreational values. The Minister is not required to consider the private economic effect of an activity occurring or not occurring.
49. I understand and acknowledge the hut owners' concern regarding the implications of the application process and what the outcome might mean to them. However, the economic effects on the hut owners are beyond what matters the Minister must consider for a concession application. As such, I recommend the Minister **does not accept** these submissions.

Sub-theme 3b - Investment - local infrastructure (6 comments)

50. Several submissions discuss investments made by the community into local infrastructure, namely grey and black water tanks, reticulated water supply infrastructure and a concrete boat launching ramp. Submissions also mention that maintenance of local areas, such as the domains and stop bank, is managed by the local community without assistance or financial support from DOC.
51. Representative examples:

Submission 16

We as a community and association have complied as much as possible with DOC requests such as black and grey water tanks, property improvements to dwellings and land, weed and pest control and native plantings.

Submission 17

We now have a State of the Art water supply as we qualified for support to upgrade to a system that is compliant with the new drinking water standards coming into force in 2027.

Submission 22

Every hut is required to have a vaulted (tank) system to collect grey water and most have a second tank for black water. These had to meet council requirements when they were fitted. There are no 'long drops' in the settlement. All waste is pumped away and transported by certified contractors who visit once a month.

Our vaulting (tank) system captures all our waste, which is removed by certified contractors, our water comes from an artesian bore and is tested twice a year without any sign of contamination. Two months ago, we had fitted a state-of-the-art water treatment plant, with automated softeners, chlorination, UV filters, and a 30,000lt tank, etc, plus an internet warning system if there are any issues.

We maintain all the public areas, to a high standard, including the two domains, plus mowing and planting the stop bank. We installed the concrete boat launching ramp, which is used by the public. We purchased a tractor and mower to maintain the public areas and access to the lake. We do not and have not asked DOC to contribute for fuel or maintenance.

Submission 28

The following adjustments were made - all permitted or requested; building extension, toilet provision, water reticulated, roads, grey water tanks plus other improvements required by Selwyn District Council ...

Submission 29

In the 2000's the huts updated the grey and black water to ensure minimal environmental impacts on the lake. All storage is above ground, the community tanks are below ground but are regularly leak-tested. This is to ensure flooding does not create pollution.

Recommendation

52. The Minister is required to have regard to the any measures undertaken to avoid, remedy or mitigate any adverse effects of the activity, as per s17U(1)(c). The comments discuss investment by hut owners into the local water supply and wastewater infrastructure to reduce the environmental impacts of the activity and/or structures on public conservation land.
53. Well-functioning water infrastructure is essential in ensuring that water supply and wastewater management have a reduced impact on the surrounding land and lake. As these comments discuss the investment of time and money into local infrastructure and maintenance to help mitigate and reduce the adverse effects of the settlement, I recommend that the Minister **accept** these comments.

54. The submissions also discuss investments that hut owners have made to maintain local areas that are publicly accessible, such as mowing the public domains, tree planting and installation of a boat ramp. These activities have a positive effect on conservation values in the area as they enable recreational enjoyment by the general public.
55. I am unable to make a definite finding as to whether the submitters' statements discussing investments made into local infrastructure and maintenance are accurate, or the extent to which any of those investments contribute to a positive conservation benefit for the general public. Additional advice regarding the state of local infrastructure and maintenance of public areas is required. I note that some of the activities mentioned, such as mowing, may not be considered a benefit to conservation values in the absence of the huts. Furthermore, a concessionaire's personal decision to invest in an activity does not create any obligation on the Minister to make decisions that will protect that investment. Accordingly, I recommend that the Minister **accept** the comments but, because they were not supported by detailed information, and because they are not directly relevant to the decision, I recommend they are given little weight.

Theme 4 - Proposed concession

Sub-theme 4a - Proposed concession – term (21 comments)

56. More than two-thirds of submitters discuss the duration (term) of the proposed concessions, stating opposition to the 10-year term suggested by DOC and showing support for a 20-year term. Submitters' reasons for opposing a 10-year term include the financial and emotional burden of removing the structures, reduced viability to sell the structures and an inability to pass the opportunity on to family. Two submitters say the settlement should continue indefinitely into the future.

57. Representative examples:

Submission 1

In principle the Doc offer of 10 yrs and sunset clause has no appeal to us and not being able to sell or leave to our children stinks.

We support the status quo of 20 yrs with 5 yearly reviews and will fight for it as long as our health allows.

Submission 4

The outcome of this lease application has an effect on many in different ways. obviously, we have a financial investment that would be challenging to lose. A sunset clause would create a lot of stress and mental problems for family and me. A 20-year lease with right of renewal and no Sunset clause would be a lot healthier for all parties involved and also have land carers for the settlement (DOC)

Submission 6

Below are reasons why we are requesting a 20-year lease without a sunset cause and not a 10-year lease with a sunset cause:

- Affordability - in 10 years' time we would have well and truly retired with no incoming income. We would not want to place the cost, responsibility or burden of demolishing and removal of the bach on our family.
- Should we decide to sell the bach, 10 years is not long enough to add value to potential buyers, especially with the cost of demolition and removal.
- Potential buyers also would not see the benefit or upgrading or renovating the bach which may result in deterioration.

Submission 10

I strongly feel that the final 10 year Sunset lease for the occupants of the Lower Selwyn Huts is totally unfair to all of the current Bach owners. It has been a place that many past and present

Submission 14

All of us kids would love to share inheriting it one day so a 20year lease would help make this possible. All of us would be able to enjoy many more holidays there. Or worse case if mum and dad needed to sell it for there retirement.

Submission 18

I believe the Huts should continue indefinitely into the future.

Submission 20

The proposed change to the huts, with the limited time line of 10 years, and with the sunset clause will stop my family from having the opportunities that my lineage and I have been able to enjoy.

Submission 24

I would propose that the lease remain as it was 20 years in four 5 years terms with the right to renew.

Submission 29

I believe that a concession for a further 20 years should be granted to preserve the history of the settlement and the connection of the community to the lake environment. During this time professional work can be completed on the specific effects of sea level rise to determine future decisions.

Recommendation

58. The Minister is required to have regard to the contents of the application, which include the proposed duration (term) of the concession as per s17S(e)(i).

59. A variety of terms were requested by applicants for the proposed duration of their concession, ranging from 1 to 20 years. Most submitters' comments support their applications for a concession term of 20 years and maintain that a 10-year term is too short. Some submitters specify that a concession with a 20-year term could be comprised of four 5-year periods with rights of renewal.
60. Hut owners oppose a 10-year term because they won't be able to pass the hut on to family, could lose their assets, might find it harder to sell their hut in the future, and find it unfair. Other reasons in support of a term of 20 years include preservation of history (of the settlement) and having more time to determine the effects of sea level rise on the settlement.
61. Submitters' reasons for requesting a 20-year term are interconnected with topics discussed elsewhere in this report, namely personal investment (3a), special conditions (4b), connection (6), environmental (8) and historical significance (9).
62. In regard to the statements about being able to pass huts on to family members or sell them, I note that any such assignment or transfer of concessions is not available as of right. Any private arrangement to transfer or assign a concession would be ineffective and unlawful unless authorised by the Minister in accordance with the terms of the concession and the process in Part 3B of the Conservation Act 1987. I therefore recommend that the comments regarding future opportunities to sell or transfer concessions are **not accepted**.
63. Regarding statements supporting a longer term of 20 years to preserve the history of the settlement; this requires an analysis of historical values related to the settlement (discussed in section 9). Historically significant resources are considered to have conservation value, and when considering an application, the Minister shall have regard to effects on historic values. Any historical values associated with the settlement do not depend on exclusive use of or access to individual huts by a specific party or enabled through the terms of a concession. This is evident from the fact that concessions have been transferred between hut owners in the past, without interfering with the historical value associated with the settlement.
64. While there are historic values associated with the settlement, they are likely to be of greatest importance to the current occupiers. Accordingly, I recommend that the Minister **accepts** the comments about historic values and balances them against the general policy direction to phase out private accommodation, and other effects such as the ongoing presence of the huts during increasingly frequent floods, (which is also a threat to the persistence of the historic values identified).

Sub-theme 4b - Proposed concession - special conditions (13 comments)

65. Nearly half of all submissions oppose the imposition of certain proposed special conditions in the draft concessions. Submitters discuss a 'sunset' clause, a 'death' clause and a 'not allowed to sell' clause.
66. Submitters state that a "sunset" clause will prohibit them from selling their hut.
67. Submitters describe a "not allowed to sell" clause as "unfair" and that it "makes no difference who uses the unit as long as they do so in accordance with the lease". This clause is undesirable to hut owners because they want the option of being able to sell their structures if their personal circumstances change.
68. A few submissions note that the above clauses would make their "investment worthless", "future uncertain" and would "render the huts valueless".
69. Submitters state that a "death" clause would place a significant financial burden and stress on their family and next of kin, and that inheritors should have control of their deceased estate.
70. Representative examples:

Submission 6

- 20 years will allow generations of our whanau to continue enjoying whanau time and creating memories at the bach.
- "Not allowed to sell clause" is not something we would want as given our age we would want the security of knowing we can attempt to sell the bach should the costs of insurance and maintenance continue to increase and allow another family to enjoy the bach as much as we have.
- Death clause is also something we would not want as this will place a significant financial burden and stress on our children.

Submission 12

We are asking for a 20-year lease with no sunset clause. We do not agree with the death clause as this would cause hardship for my family. We have no intention of selling our hut as we would like to leave this to our family.

Submission 16

B) I have invested everything I have in to the property at ... the clauses that I am opposing if they came into effect would make my investment worthless and my future uncertain.

Submission 21

If the proposed Sunset lease goes through my huts will immediately lose their value ... the sunset lease does not allow me to sell my huts and then after 10 years when the lease expires I will also incur the cost of demolishing both of my huts.

Submission 22

One of the clauses that we have been made aware of is the 'death clause' i.e. 'Should the leaseholder become deceased then the lease becomes null and void, and the hut is to be removed or demolished'. So, your heirs, or family cannot use the hut, even if the lease has years to run.

The proposed lease also has a 'no sale' clause, so you cannot sell or otherwise dispose of the Hut, even if you can find a willing purchaser. At first glance this appears to be a restraint of trade clause. What is the value to DOC, other than 'bloody mindedness' in having that clause. What difference does it make to DOC who has the lease, provided that the account is being settled. It makes a difference to the other hut owners, but that is a different argument.

The above two clauses, on their own, without any other clauses that we are not aware of, render the huts valueless without any justifying argument as to why these clauses are included. What is the 'value' to DOC in making the huts 'valueless'?

If we accept the 'sunset clause' we are agreeing to a clause that we will, without argument, or further negotiation, remove or demolish the Hut at the end of the ten-year lease. No ifs or buts. We have always had twenty-year leases together with the understanding that negotiations will take place at the end of that period.

So, my request is for a twenty-year lease, with existing, or negotiated conditions, and no sunset, or prevention of resale clauses.

Submission 25

- **Sunset Clause**
 - We disagree with this option as given the above there are no reasonable grounds to include or enforce this option
- **Not Allowed To Sell**
 - We again disagree with this clause as it makes no difference who uses the unit as long as they do so in accordance with the lease documentation which legally needs to be incorporate within any sale and purchase agreement
 - Circumstances change and if we are unable to maintain or use the crib believe we should have the right to sell it as per any asset
 - Any prospective purchaser would bring new blood and enthusiasm to the community as well as looking to maintain and utilise their new crib
- **Death Clause**
 - We believe this is a totally unreasonable clause to include as the crib is a family asset and as such just because the purchaser (in this case myself) passes away , why should this impact on the family in a time of loss ?

Submission 27

I strongly oppose the death and sunset clauses ... Prohibiting hut sales is unfair considering the investment that has been made by hut owners. Additionally, forcing hut removal after death is also unfair as the inheritors should have control of the deceased estate.

Recommendation

71. These comments relate to specific conditions which may be imposed if the concessions are granted. The possibility of such conditions was shared with hut owners through verbal conversations between the Lower Selwyn Huts Association and Department staff, in written communication to hut owners inviting them to apply for a new concession (dated March 2024), and in internal documents that were released as part of an Official Information Act request (OIAD-3688).
72. Submitters refer to a “sunset” clause. This likely refers to a proposition to invite hut owners to apply for a final transitional concession of 10 years, after which the structures on the Land must be removed.
73. Submitters refer to a “death” clause. This likely refers to a proposition to include a condition in any new concession that would result in termination of the concession if the current concessionaire dies.
74. Submitters refer to a “not allowed to sell” clause. This likely refers to a proposition to include a condition in any new concession that would preclude the transfer, assignment or sublet of the concession area.
75. The comments above discussing a “death” clause and “not allowed to sell” clause relate to conditions that the Minister may impose to provide for the activity, if authorised, and the places where it is carried out, per s17X. The comments discussing a “sunset” clause likely relate to the proposed duration (term) of the concession, which is a matter relevant to the contents of the concession application, per s17S(e).
76. When discussing a “sunset” clause, submitters oppose such a condition and say that it would negatively affect family, inheritors or future generations by limiting them from enjoying the space, as well as limit the saleability of the huts to potential buyers. In the concession applications, most hut owners have requested a term of 20 years, in contrast to the term of 10 years suggested by DOC (discussed in section 4a).
77. When discussing a “death” clause, submitters oppose such a condition and state that “inheritors should have control of the deceased estate” and that if imposed, this condition could cause hardship to their families.

78. When discussing a “not allowed to sell” clause, submitters oppose such a condition and state that it “appears to be a restraint of trade clause” and is a violation of personal property rights as the private huts will become non-tradeable, and “render the huts valueless”. Submitters also state that sale of the structures should be permitted if the terms of the concession are adhered to.
79. The comments discussing the applicants’ wishes to be able to sell their huts or continue to occupy the land for a longer term don’t acknowledge the nature of the permission to occupy the land. There are statutory restrictions on the term of concessions, and on concessionaire holders’ right to transfer or assign concessions.
80. “Sunset”, “not allowed to sell” and “death” clauses are conditions that the Minister may decide to impose in order to give effect to the Conservation General Policy (CGP), which sets the expectation that existing private accommodation on public conservation land will be phased out (policy 10(h)). Accordingly, I recommend that the Minister **does not accept** the submissions above. Including conditions that will provide all parties with certainty regarding constraints on transferring or assigning concessions, and that signal the policy direction is to phase out private accommodation to give effect to the CGP is a reasonable option.

Sub-theme 4c - Proposed concession – Fees (1 comment)

81. One submitter discusses and challenges a proposal to impose a levy in addition to concessions fees, to fund the “eventual demolition of their hut and the restoration of the site”.
82. Representative example:

Submission 11

The second flaw: that a levy be applied to hut owners to fund the eventual demolition of their hut and the restoration of the site. I understand why DOC would want this agreement but without a great deal more consultation I would be vehemently opposed to it. For instance, how much is to be levied and decided by whom? Whom would hold the funds and how? What happens to the interest that would accrue? What would happen if I removed the hut and restored the site.... would I get my money back? What would happen if the hut were traded (see above) would the funds be returned to the departing owner or held on account to the new owner?

The existing lease conditions provide that I must remove the hut and restore the site should I choose to depart. I am legally obliged to do so, and I imagine DOC would enforce it. Is this idea even required?

Recommendation

83. The comment above talks about a proposed ‘clean-up fund’ discussed by DOC in a Explore Task Report (EXP349) that was made publicly available as part of the release of OIAD-3688. The Minister

may impose conditions, specifically provision of bonds under s17XE (i) to cover any costs incurred by the Minister in carrying out work that the concessionaire has failed to carry out.

84. The submitter opposes a 'clean-up fund' and raises several factors for the Minister to consider regarding its implementation. Accordingly, I recommend that the Minister **accept** the submissions above to the extent that they identify issues that will need to be resolved, such as the amount of any levy, the accrual and allocation of interest, and where and by whom the funds would be held if such a condition is imposed, before making a decision.

Sub-theme 4d - Proposed concession – Insurance (4 comments)

85. A few submissions mention the concession requirement to have insurance, stating that they do not currently hold an insurance policy due to the cost and/or difficulty in obtaining insurance. One submitter said that although they hold an insurance policy on their structures, they have never had to make a claim.

86. Representative examples:

Submission 12

We do not currently have insurance on our hut as this can be quite expensive, however if that were to be a condition of the lease then we would obtain insurance.

Submission 25

- We have never had insurance on our crib as have seen little point to this and difficulty in securing due to the perceived flood risk
- We note DOC has stated insurance is now a requirement of lease but we contest this assertion

Submission 27

When I purchased my bach, I tried to secure insurance but failed to do so due to its location in a flood plain It is unfair for the Department of Conservation to make having insurance an issue given that it is nearly impossible to acquire. Particularly because this was not a requirement when my purchase payment was accepted.

Submission 28

... we have always had an insurance policy on our bach just in case of fire, flood or earthquake but have never had had need to have a claim.

Recommendation

87. The comments discuss a condition of the previous concession requiring concessionaires to have a current and valid insurance policy for their structures, facilities and land alterations. The comments

discussing hut owners' insurance status is relevant to the applicant's ability to carry out the proposed activity in accordance with the terms of their previous concession, per s17S(f).

88. The requirement for insurance is detailed in clause 12.0 of the Terms and Conditions of hut owners' previous concessions. Three out of 4 submitters state that they do not have an insurance policy for their structures, while one submitter states they have insurance but have never had to make a claim. Two submitters say they failed to secure insurance due to flood risk in the area.
89. Comments regarding submitters' decisions not to obtain insurance due to the cost or inability to obtain insurance indicates that submitters have failed to comply with their previous concessions. A concessionaire's failure to comply with the conditions of a previous concession is relevant information for the purposes of section 17S(f). A requirement to have insurance will likely be a condition of any new concession. The standard condition is a means of protecting the grantor from losses associated with the concessionaire's activity that might result from fire, flooding, etc. and the subsequent cost of demolition, removal of debris and clearance of the land. Submitters' comments highlight potential challenges for hut owners in complying with the likely terms and conditions of any new concession granted, therefore are relevant to the Minister's decision to grant a new concession.
90. A concessionaire's inability or unwillingness to obtain insurance may mean there is an increased risk the Department will be left to bear the costs of cleaning up and remediating the site in future damaging events. Accordingly, I recommend that the Minister **accept the submissions** above to the extent that an inability or unwillingness to obtain insurance is relevant to considerations regarding the allocation of risk between the concessionaire and the Crown.

Theme 5 - Personal distress (8 comments)

91. Several submissions discuss feelings of personal distress owing to the application process and anticipated loss of the settlement and huts. Submitters describe the thought of losing what they have as "extremely stressful", "very distressing" and like having "an axe hanging over our heads".
92. Representative examples:

Submission 10

The anxiety and Stress this is putting on my family, friends and their fellow Bach owners is terrible. How would yourself or any other member from D.O.C involved in this decision feel if it was yourselves in this situation and were looking at losing the place that you love?

Submission 16

The last year dealing with the stress of an uncertain future, destruction of my goals, the major lack of openness and clarity from DOC has been almost more than any person can take, we are all stuck in limbo.

Submission 21

The thought of losing my assets and ending up with nothing has been extremely stressful for me.

Submission 23

I find the idea of not being able to pass my Hut onto family at my death, very distressing.

Submission 25

Since the renewal of 2018 it has felt like we have had an axe hanging over our heads in relation to the huts as DOC has continued to push for the abandonment of the settlement which we have come to love and appreciate. This has been done via communications stating the ultimate demise of the

Recommendation

93. The comments above describe hut owners' personal feelings in response to the proposed phase-out of the settlement. Lack of clarity from DOC regarding the future of the settlement and loss of personal assets are the key reasons for these feelings, which are themes discussed in sections 2 and 3a of this report. Hut owners' concerns are closely tied to their views toward the terms of the proposed concession, which are discussed in section 4 of this report.
94. I acknowledge and recognise the emotional impact that this process is having on hut owners. However, these comments are highly personal to each submitter and the effects are beyond what matters the Minister must consider for a concession application per s17U. The concerns submitters have shared regarding the specific terms of the proposed concession are discussed elsewhere in this report. Accordingly, I recommend the Minister **does not accept** these submissions insofar as they are not relevant for the purpose of making decisions on whether to grant the applications, and on what terms.

Theme 6 - Connection

Sub-theme 6a - Connection - tenure of ownership (21 comments)

95. More than two-thirds of all submitters referred to the amount of time they've owned their hut, or the duration for which the private hut has been in their family. This highlights the personal history and sometimes intergenerational connection that many submitters (hut owners) have with the settlement.
96. Representative examples:

Submission 8

The hut has been in the ... Family for nearly 60 years ... My wife and I have now owned it for 20 years.

Submission 26

I have owned hut ... at Lower Selwyn huts for over 30 years, and we purchased it of the step father, whom owned it for at least 25 years.

Submission 27

I have owned Hut ... at the Lower Selwyn Huts for almost two decades. My in-laws owned Hut ... for almost 40 years, while my father-in-law's parents owned Hut ... from the 1940s to the late 1990s. My children now represent the fourth generation to grow up down here

Submission 28

My first memory of the Huts is about 1945 ... It was later, Dad bought no ... Armstrong Ave thereby providing a family hut. We all loved going there and have Lower Selwyn Huts in our blood.

Submission 29

My family has had a hut at the Lower Selwyn since the 1940s and I was lucky enough to grow up spending time on the lake and Lower Selwyn River.

We would spend long weekends and the summer holidays at the huts where I spent many happy hours with the other children of whom I am still friends 45 years later

Recommendation

97. Two-thirds of submitters discuss their personal and family connections with the huts, stating that they've owned the huts from just a few years to several decades, and in some cases up to 60 years. This personal connection that applicants feel with their huts and the settlement is intergenerational in some cases.
98. I recognise that there is an extensive personal of connection with the huts for many applicants, which is interconnected with the sub-theme of family (discussed in section 6d) and supports the discussion surrounding historical significance of the settlement (discussed in section 9). While historical values do need to be considered, the personal and family connections to the huts are not a matter the Minister is required to consider. Accordingly, I recommend that the Minister **does not accept** these submissions.

Sub-theme 6b - Connection - recreational opportunities (14 comments)

99. Almost half of submitters said they benefit from the various recreational opportunities that the area has to offer. This includes fishing, bird hunting, flax weaving, kayaking, gathering food, maintaining the local environment or just enjoying the general 'wildness' of the area.

100. Representative examples:

Submission 4

years now as my wife and myself and also my family are very active fisherman and gamebird hunters and spend a lot of time using our hut as a base for these activities to catch and hunt natural food for our table. Also, our grandchildren enjoy spending time there with us as well and enjoy learning to hunt and fish and how to process their catch or game ready for the table. We have always abided all the conditions of our

Submission 6

Our whanau have owned the bach since November 2008 and have used its resources for recreational purposes, gathering food, enjoying the beautiful peaceful scenery, and maintaining the environment.

Submission 7

I have fished, trapped eels and mountain biked the whenua for years

The sealed roads around here are a great place to train for road cycling, given the low traffic volumes and good seal- a little known advantage!

Submission 9

of old school family owned hunters Bach's. We have had the privilege of our children growing up catching cockabillys in the river, fishing for trout, attracting eels, flax weaving, caring for native plants, kayaking and learning about how to look after their environment. Learning to hunt. Shooting their first ducks, geese and swans and learning about pest control. We were really

Submission 29

The fishing and hunting skills I learned in my youth have given me an appreciation for the special lake environment and the importance of wild places. I have learned to harvest food for my family while ensuring it is done sustainably and humanly.

Recommendation

101. The comments above describe recreational opportunities experienced by hut owners and visitors to the settlement. The recreational effects of the activity are a relevant matter under section s17U(1)(b).
102. The huts are located across two parcels of land classified as stewardship areas (s25 of the Conservation Act), which are areas that are managed to protect their natural and historic resources. The settlement was originally established to facilitate recreational activities such as fishing and game bird shooting, some of the activities discussed clearly align with the expected recreational benefits associated with the huts. However, recreational activities such as kayaking or flax weaving are available because of general attributes of the area. They are not direct effects of the concession

activity; although concessionaires may find it more convenient to undertake those recreational activities, they are available whether or not the huts are present.

103. It is noteworthy to mention that some of the recreational activities discussed by submitters are not exclusive to hut owners and can be experienced by members of the general public. Although the huts may facilitate recreational activities for hut owners, these recreational opportunities can largely be experienced without granting exclusive access to the land to a select cohort of people. Accordingly, I recommend that the Minister **accept** the comments above to the extent that it should be acknowledged the huts have facilitated some recreational uses of nearby areas by occupiers.

Sub-theme 6c - Connection – community (7 comments)

104. Several submissions discuss the local community at the settlement, describing community-driven values and the “community spirit” that exists amongst hut owners. These values include care for the local environment, care towards other hut owners, and self-management as a community.

105. Representative examples:

Submission 7

I have made many life long friends at the 'huts', and to tear these toanga down for reasons we do not comprehend, would rip the heart from a community, from each person, from the kiwi way of life

Submission 17

Over time I got to know the people of the Huts and I have made the most amazing friends as a result ... The community is a health and mental wellbeing tonic. Its good for the soul.

The Lower Selwyn Huts is self managing and self sufficient, we take care of our own problems and in general we try and look after each other. When that massive wind blew trees down all over Canterbury the roof of my hut blew off and 7.00am the next morning most of the village turned up with ladders and a big tarp and tools to weather proof it before the rain arrived. More neighbours helped replace the roof a few days later.

When the September 2010 earthquake hit we lost our galvanized reticulated water supply as the pipes broke, but a few weeks later the committee had a new one installed and paid for as the Lower Hut Owners Association had the funds in place.

Submission 18

Hut owners tend to be people who contribute to the community, the gravel road around the huts is maintained by us, the lawns are mowed by us, when the river floods the debris is removed from the river banks and jetties by us, the weeds are sprayed by us, the hedges are trimmed by us. We are doers not takers.

Submission 20

My father has spoken many times of great family gatherings and good times during and after the duck hunting seasons. And we still have recordings of some of those gatherings with the singing, guitar and piano accordions . And also with the association with the other hut owners and especially at Christmas times. It was a real community.

Submission 22

Integrated into the fabric of the settlement is ‘community’ a lauded aspect of New Zealand in days gone by. This community spirit is evident in the submissions, in the way that the community responded to DOCs lease offer, and in the way they responded to fund, research, and support the community’s response.

The Hut owners have always looked after themselves, and apart from some herbicide we neither ask for, nor receive, any assistance or support from DOC ... And community spirit in the way the community maintains both the public and private areas in and around the huts. DOC and the SD Council contribute nothing.

Recommendation

106. The comments above discuss a personal connection that submitters have with the local community at the settlement. Connection to the local community is experienced by hut owners and visitors and is a social effect of the activity per s17U(1)(b).
107. Most submitters are personally connected to the huts either through ownership or a close family connection. The positive social and cultural effects that submitters experience through community-based values and a sense of community contribute to the amenity value of the area.
108. The extent to which these effects are (un)available to the general public should be considered. The community values discussed are personal to each submitter and may not represent the views or experiences of all hut owners or a member of the general public. Less than one-third of submissions reference themes relating to community, indicating that although a “community spirit” may exist at the settlement. Community spirit is a positive social effect that is experienced by some users of the area but not everyone. Therefore, I recommend that the Minister **accept** the comments above, noting that the positive social effect of community may be exclusive to some hut owners so the weight given to this submission point is unlikely to make it a persuasive factor in decision-making.

Sub-theme 6d - Connection – family (12 comments)

109. More than one-third of submitters discuss having a personal connection with the settlement through family. This includes spending time together with family at the huts and settlement, creating memories with children, grandchildren and parents, and having hopes of passing the hut on to future generations.

110. Representative examples:

Submission 12

We have enjoyed many happy, fun-filled years at Lower Selwyn Huts with our children and grandchildren, and hope to continue this for many, many more years to come. Our hope is to pass this hut on to our family so they too can enjoy the unique characteristics of Lower Selwyn Huts.

Submission 13

My daughters love all the plants my mother has planted there, and they love helping their grandmother plant more or tend to the ones there ...

Its also a great opportunity to catch up with my mum and dad and relax and enjoy quality time with them. i want to continue visiting this place with my family and enjoying what it has to offer.

Submission 15

This hut means a great deal to us and our Whanau

So many happy memories built here, were our Tamariki and Mokopuna have been able to come and enjoy over the years, after dinner walks by the lake

Its extra special when our Tamariki come home from Australia to enjoy all of the Ataahua surrounding our hut

Submission 22

The commonality shared by the Huts is that they are Mum and Dad Huts, ordinary people's huts, that have in many cases been passed down through the family to provide affordable holidays and family outings for generations. This is not, and does not pretend to be, a playground for the rich and famous. This is not a skiing resort, a beachside playground with fabulous and expensive yachts, speedboats and SUVs.

Submission 23

My Family also really enjoy visiting and spending holidays there. Our Hut has become a focal point that brings us together ... this modest Bach is very much a part of our Family and is very special to all of us. I find the idea of not being able to pass my Hut onto family at my death, very distressing.

Recommendation

111. The comments above discuss a personal connection that submitters have with the huts through family.

112. It is clear that the huts and settlement are a place where submitters connect with family and the local community (as discussed in section 6c). I recognise that there are strong connections to family that have been fostered through hut ownership at the settlement, which is a positive social effect that contributes to the amenity value of the area.

113. This social effect is personal and may only be exclusive to the submitters (and their relatives), who happen to be hut owners, rather than the general public. Therefore, I recommend that the Minister **accept** the comments above, noting that the positive social effect of family connection is largely exclusive to hut owners. The weight given to this submission point is unlikely to make it a persuasive factor in decision-making.

Sub-theme 6e - Connection - quietness & solitude, wellbeing (13 comments)

114. More than one-third of submissions mention wellbeing, saying that the natural environment, quietness, solitude of the settlement and escape from city life have a positive impact on their wellbeing. This is highly valued by submitters, who describe it as “an absolute dream”, “unbelievably peaceful” and a “mental wellbeing tonic” that’s “good for the soul”.

115. Representative examples:

Submission 2

My wife and I come to the hut on the weekend and during holidays to enjoy quietness from our busy life. We love the surrounding nature, wildlife, and beautiful scenery around the Selwyn hut and we can relax our down time while we stay there. We have made friends at the hut and enjoy socializing with them and value our time we spend there to sustain our well-being.

Submission 12

The community, solitude and serenity of the area is a great health boost for myself and my family who all work hard and look forward to their weekends and holidays at Lower Selwyn Huts.

Submission 13

... we get to slow down from city life and appreciate the quiet and remote setting of the hut when we come to visit. There's no traffic, no queues to wait in. there's fresh air and peace and quiet.

Submission 14

Relax, unwind, It is so unbelievably peaceful out there. Especially with the beautiful view straight out the kitchen window. Or just walk out the door. It's breath taking. I can see why my parents love their wee Hut. It's a place to retreat after a busy week at work, the hustle and bustle of the city.

Submission 17

Over time I got to know the people of the Huts and I have made the most amazing friends as a result ... The community is a health and mental wellbeing tonic. Its good for the soul.

Submission 23

I was drawn to the area because of it's peace and seclusion. Also the abundant bird life on the lake and River. As I live in the city of Christchurch, it has given me a place to relax away from the stress and business of my job.

Recommendation

116. The comments above describe the amenity value of the area and recreational opportunities available at the huts and settlement that enhance submitters' sense of wellbeing. These comments relate both to effects associated with the settlement as well as the off-site effects associated with the surrounding environment and are relevant per s17U(1)(b).
117. Peacefulness, solitude and wellbeing are positive social and recreational effects that are synonymous with natural spaces. Although the effect on wellbeing is not exclusive to this natural space nor the huts themselves, occupation of the huts likely enhances the sense of wellbeing and appreciation of the amenity value of the area for hut owners. Therefore, I recommend that the Minister **accept** these submissions, noting that the effects described may be exclusive to individual hut owners. The weight given to this submission point is unlikely to make it a persuasive factor in decision-making.

Theme 7 - Conservation management – kaitiaki/stewardship (4 comments)

118. A few submitters identify hut owners as stewards of the land who maintain the local environment and land around the huts. One submitter highlighted the importance to the "future of the lake that the community surrounding it, and its people are connected, to fight for and ensure a sustainable future".

119. Representative examples:

Submission 5

we are the overseers of this area, we take care of it we cause no damage or destruction, we are mindful always of the bird life. We bought special traps for catching stoats and rats. We ask nothing of doc and they give us nothing.

Submission 18

Hut owners tend to be people who contribute to the community, the gravel road around the huts is maintained by us, the lawns are mowed by us, when the river floods the debris is removed from the river banks and jetties by us, the weeds are sprayed by us, the hedges are trimmed by us. We are doers not takers.

Submission 22

The Hut owners have always looked after themselves, and apart from some herbicide we neither ask for, nor receive, any assistance or support from DOC ... And community spirit in the way the community maintains both the public and private areas in and around the huts. DOC and the SD Council contribute nothing.

We maintain all the public areas, to a high standard, including the two domains, plus mowing and planting the stop bank. We installed the concrete boat launching ramp, which is used by the public.

We purchased a tractor and mower to maintain the public areas and access to the lake. We do not and have not asked DOC to contribute for fuel or maintenance.

Submission 29

In 2016 after some research, I wrote a paper titled "The Te-Waihora/Lake Ellesmere Brown Trout Fishery Collapse and the Short-Term Recovery" ... This work that has raised public awareness of environmental issues around Te-Waihora and helped drive change is a direct result of my appreciation for the environment gained while growing up at the huts.

In ecological science, it is well accepted the importance of local communities being connected to environmental resources. Therefore, it is important for the future of the lake that the community surrounding it, and its people are connected, to fight for and ensure a sustainable future.

We should not underestimate the benefit to the lake from the recreational communities that use the lake for recreation and food harvest.

Recommendation

120. In the comments above, submitters describe their actions in managing and taking care of the local and wider environment around the settlement, including Te Waihora. Hut owners discuss steps taken to reduce the adverse effects of the activity and support the purpose for which the land is held, which is a relevant matter per s17U(3).
121. Submitters describe maintaining public areas and conducting pest control without receiving any support from DOC. These actions reflect a sense of kaitiakitanga, or stewardship, over the land that submitters experience through their relationship as hut owners, which is also highlighted in section 3b (investment in local infrastructure). One of the submitters highlights the importance of this relationship, pointing out the "importance of local communities being connected to environmental resources".
122. Stewardship areas are lands that shall be managed to protect their natural and historical resources. Expression of the value of kaitiakitanga, or stewardship, indicates that hut owners seek to protect natural resources and promote conservation values. However, without more detailed information, it is unclear as to the extent to which hut owners' actions have contributed to the protection of natural and historic resources of the land. Accordingly, I recommend that the Minister **accept** these comments to the extent that there is limited detailed information available to understand the benefits from a conservation perspective.

Theme 8 - Environmental

Sub-theme 8a - Environmental – sea levels (11 comments)

123. One-third of submissions disagree with the claim that climate change and sea level rise are a major risk to the settlement, describing these claims as “unfounded”, overstated and “an excuse to get rid of the Lower Selwyn Huts”. A few submitters refer to the Review Report prepared by Pattle Delamore Partners (PDP) Ltd², which contradicts and “casts doubt on DOC’s climate change assumptions and forecasts”.

124. Representative examples:

Submission 10

I believe that Climate Change and Sea level rise are the excuses for the Department of Conservation decision, and my understanding is that it is from Computer Modelling Data. None of us have the ability to predict the future so how can a computer programme predict it for us, that is not factual at all and a poor excuse to evict people.

Submission 11

DOC have repeated their conviction that climate change will make the huts unusable in the near future. The report commissioned by the Lower Selwyn Huts Association makes plain that DOC is vastly overstating the case. The anticipated sea level rise over the next twenty years, using the methodologies and terminologies of government is 230mm. That will no doubt cause some concern to the territorial authority (Environment Canterbury) responsible for maintaining the existing maximum lake level but will perforce do so. ... In short, the lake levels are determined by Environment Canterbury and made in response to that pressure. Any suggestion that DOC controls that determination is fallacious.

Submission 19

I have to disagree that climate change is making a big enough impact that the huts will have to be demolished in 10 years. No one really knows how fast and what effects climate change is going to have at the Lower Selwyn huts.

Most New Zealanders are at risk of flooding because they live near rivers, lakes, and the ocean etc It's not just the huts. These situations concerning flooding can be managed, so if where and when that time comes D.O.C and the Hut owners should make a joint decision whether the huts stay or go.

Submission 22

The research we have presented to you, casts doubt on DOCs climate change assumptions and forecasts. ... Most if not all the scientific research shows that the rainfall levels in the east of New Zealand will fall as a result of climate change and will increase in the west. The Selwyn River catchment area is east of the divide, so rainfall will ease and there will be less water in the Selwyn

River. And therefore, the lake level will rise far more slowly than it does at present, and this will have an impact on the number of times the lake needs to be opened.

Submission 24

Do D.O.C have a crystal ball that can predict the future? No. No one can. I'm not a scientist and I do agree there is climate change but i reckon it's at a much slower rate than D.O.C are suggesting. I truly believe D.O.C are using climate change as an excuse to get rid of us.

Submission 29

The issue of climate change causing more flooding has been cited as a reason that the hut community is not sustainable however, a review by Professional environmental consultants (PDP) of this has shown that although climate change will affect sea level rise, there is simply not enough specific data to make that statement. The data shows that annual inflow will not increase due to climate change so flooding from rivers will not increase. Sea level rise will impact the lake level and timings of opening the lake to the sea. ... Sea level rise will mean less hydraulic head between the lake and the sea making the current mechanical drag line method of opening the lake harder. It's important to remember that other lake-draining options are available. .. The reality is that flooding is a fact of life at the lower huts and before a decision to abandon the community could be made, specific data and mitigations should be studied, this has not been done. If a further term of 20 years was agreed this work and future decisions could be completed.

Recommendation

125. Submitters discuss their views about the effects of climate change on the settlement, more specifically sea and lake levels rising. These are factors that may influence hut owners' ability to carry out the proposed activity in the future. The effects of climate change may cause adverse effects on the local environment if flooding continues to occur regularly, causing deterioration and leaching of man-made materials into Te Waihora and the surrounding land. In the future, this may also pose a financial burden to DOC due to the need to remove structures from the land and contaminants from the land and lake. These matters are relevant to the future viability of the settlement and its environmental impact.
126. Submitters state that the effects of climate change and sea levels rising are inaccurate, overstated, overly cautious and unfounded, and will not affect the long-term sustainability of the settlement. A few submitters refer to a report commissioned by the hut owners to support their views, provided by Pattle Delamore Partners (PDP) Ltd².
127. The Department has received expert technical advice that highlights the risks associated with climate change. Climate change, sea and lake level rise are factors that influence the ongoing viability of the settlement (as discussed in section 8b) and pose environmental and financial risk to the Department. Accordingly, I recommend that the Minister **does not accept** these comments. Climate advice provided to date and previous flooding events is evidence of the risks associated

with climate change, sea and lake levels rising that is understood and the Department is required to manage.

Sub-theme 8b - Environmental - flooding events (14 comments)

128. Almost half of submitters discuss the impact that previous flooding events have had on the environment and their huts. Submitters mention that their structures have previously never been impacted by flooding, while a few submitters said the only flooding occurrence was due to a “huge storm” that resulted in a “one in one hundred years” flood in 2013.

129. A few submissions indicate that previous flooding was due to high water levels in Te Waihora, and the lake not being drained appropriately. A few submissions also note that periodic flooding is not uncommon for low-lying land around Te Waihora and Canterbury, thus flooding is not unexpected, nor an issue that is exclusive to the settlement.

130. Representative examples:

Submission 5

I have never had water enter my Bach and have coped with my garden and road being swamped. It disappears once the lake is open and you would never know.

Submission 8

Please note that in the time we owned this hut it never flooded inside.

Submission 9

In the 18 years we have only ever had water come into the Bach once; luckily we had insurance to resolve the issues caused by this event. This was a huge storm that affected a lot of Selwyn and Christchurch city, reading all the scientific reports we feel the Huts are as safe as any other low lying land around Canterbury.

Submission 16

Regarding the departments concerns about future climate events, in the time I have owned this bach it has never flooded, there has been excessive groundwater for up to 20 days in winter this has caused no damage other than the loss of a few plants. I have raised the level of my section by approximately 40cms and had no issues with drainage this winter.

Submission 19

In the 30 years of owning my hut it has only ever had flood water inside it once that was in 2013, the flooding never caused any damage to my hut. The reason we get inundated with water at times is because they don't get the lake opened soon enough. This affects all low lying areas around Lake Ellesmere not just the L.S.Hs.

Submission 21

only time I have ever had water in my hut ... was in 2013 when we had a one in one hundred year flood ...

Submission 24

There are times we do get surface flooding around the huts it happens mainly because Lake Ellesmere (Te Waihora) can't be opened to the sea.

Submission 25

- Our crib in the past 1612 years has only been effected by one flooding event which was caused by an unsuccessful breaching of the seawall to release the high level of the lake and a wind shift that pushed a wave surge back into the huts which was in absolutely now way related to sea level rise or the like

Recommendation

131. Submitters discuss their experiences as hut owners during previous flooding events at the settlement, suggesting that most hut owners who submitted on this topic have not been severely affected by flooding in the past. As discussed in section 8a above, environmental factors such as flooding may influence the applicants' ability to carry out the proposed activity or cause adverse effects on the local environment in the future.
132. The comments indicate that flooding at the settlement is not a significant issue. A few submitters state that the only time their structures were inundated were due to a major weather event in 2013, and a few submitters refer to a major weather event which likely refers to the same situation. Every lease site is different, so it is reasonable that hut owners have had differing experiences in terms of surface flooding, inundation of structures, or perhaps no flooding at all. Accordingly, I recommend the Minister **accept** these comments.
133. Several submissions note that previous issues with flooding could have been avoided if Te Waihora was drained in a timelier manner. It is well-known that the lake level of Te Waihora can affect the surrounding land and result in surface flooding. It is possible that timelier draining of the lake could have avoided previous flooding events. However, whether such action is possible or, if possible, likely to be done in future is unknown.
134. Decisions to open Te Waihora are jointly made by Te Rūnanga o Ngāi Tahu and Environment Canterbury. Draining the lake is an off-site activity that is not within the jurisdiction of DOC. Although decisions about lake opening may have an impact on the longevity of the settlement and the applicants' ability to carry out the proposed activity, such decisions are made on the basis of a range of factors and for other purposes. I recommend that the Minister **does not accept** these comments as they relate to an off-site activity.

Sub-theme 8c - Environmental – flood management (3 comments)

135. A few submitters discuss possible solutions to manage the risk of flooding at the settlement in the future. Ideas include better planning around significant weather events, construction of a bund around the settlement, and a permanent/automatic drainage system.

136. Representative examples:

Submission 16

In my opinion the future risk could be mitigated by any of the following suggestions;

A) The parties involved in decisions regarding lake openings should be proactive when significant weather events are forecast.

B) A bundt being erected between our settlement and the lake

C) Owners raising their bachs by 50cms or as advised and re-graveling/filling leased sections

D) A permanent and controlled opening between te waihora and lake Forsythe

Submission 22

So, this is simply an engineering dilemma. It would seem not too difficult for an engineer to devise a large diameter pipe system that would automatically drain the lake when it reaches a prescribed level. ... As far as I am aware the settlement has never been evacuated due to flooding. We have been evacuated twice in the eight years I have owned my Hut, but each time the evacuation was cause by poor maintenance of the stop-bank causing the river to block the road five kilometres upstream from the Huts. So, we were evacuated as a preventative measure. I reiterate it was the poor maintenance of the stop-bank and the river, not the lake level that prompted the evacuations, and we did not have any water around the huts

Submission 25

- **Flood mitigation**

- We believe that if given the opportunity the community could substantially mitigate any risk of flooding by way of completing a medium size bunding structure around the community
- This could be privately funded and maintained by the community with no cost or risk to DOC

Recommendation

137. Submitters discuss ideas to manage the potential adverse effects of the settlement in the future through better flood management, as a measure to avoid, remedy or mitigate the adverse effects of the activity.

138. The comments above discuss the management of lake levels of Te Waihora, as this can impact the surrounding land through potential flooding. These comments discuss better planning of lake drainage around expected weather events, a permanent automatic drainage system for the lake, and construction of a bund between the settlement and the lake. One comment suggested that huts could be raised and re-gravelled.

139. The management of the level of Te Waihora has an obvious impact on the settlement; however, management of the lake and the creation of a bund off public conservation land is not within the Department's jurisdiction. Some of the suggestions to manage lake levels better may have merit but are not measures that can be reasonably undertaken to mitigate the adverse effects of the activity itself; therefore, I recommend that the Minister **does not accept** these comments.

140. The suggestion to raise the private huts is a measure that could be possible at the settlement and could avoid or mitigate the impact of high lake levels in Te Waihora. However, authorising such steps would be inconsistent with the policy direction to phase out private accommodation on public conservation lands. On the contrary, authorising such activity and enabling further significant investment would likely have the effect of entrenching private use of the land. In addition, there is no information provided about whether such works could or should be permitted under other legislation, such as the Building Act and the Resource Management Act, or whether it would practicably be feasible and how it would be funded. Accordingly, I recommend that the Minister **does not accept** these comments.

Theme 9 - Historical significance (6 comments)

141. Several submitters describe the huts as having a long history, being historically significant to the nation, or being nationally important from a cultural perspective. Submitters say the settlement represents Kiwi values such as having a "DIY attitude", "community spirit" and describe it as "quintessential Kiwiana". A few submitters say that when it was gifted to DOC, this was the intended use for the land, and it should be maintained as such for future generations.

142. Representative examples:

Submission 9

This land was gifted as hunting and fishing settlement for doc to manage and this legacy needs to be maintained for our future generations to enjoy weekend recreational hunting and fishing as was intended in the original agreement.

Submission 17

... when I lifted the lino in one of the lean-to rooms there was newspaper underneath from 1936 – I feel connected to all the previous people who owned my hut ...

Submission 19

The Lower Selwyn huts have been here over 100 years they great historical significance to the area and to ALL New Zealanders. The Lower Selwyn huts have never stopped New Zealanders & visitors from having Free Public Access to the area. It is a place for us all to enjoy.

Submission 22

It's a community of affordable huts, cobbled together over generations, steeped in history, tales, memories, folklore, smiles and laughter and sometimes tears. Built out of materials that were often second hand, built by people who may not have had trade skills, but did have a DIY attitude, and a love for what they were doing, and what they were creating. These are values upon which this nation is renown, the value of getting in and doing it. Making something for yourself by yourself

Submission 25

- The settlement has a history of over 150 years and given the original gifting intent to the crown of the land by the original owner any moves by DOC to remove or destroy the settlement are in contradiction to that agreement

Submission 29

The settlement has engaged a historian to review the huts and it was found that the huts had been on this site before 1900. This makes the settlement a historic site and therefore nationally important. Also, the Selwyn fly fisherman, David Hope, (Hut owner at the Lower Selwyn Huts) had several of his patterns named after him, the 'Hopes silvery and Hopes dark', when fished together this setup was termed the 'Selwyn cast'. These patterns are internationally known by fly fishers around the world while many other important Canterbury people have had huts over the years.

It is my view that the settlement is a nationally significant historic site and embodies all that is the "Kiwiana". A guest ... recently ... described the lower Selwyn huts as "quintessential Kiwiana!" We must preserve this history!

Recommendation

143. The Minister shall have regard to the nature of the activity and its effects per s17U(1)(a) and (b), including any effects on historic values.
144. Submitters highlight the historical significance of the settlement and its connection with the cultural history of New Zealand. One submitter refers to findings from a report commissioned by the hut owners and provided by Underground Overground Archaeology³. This report explains how the Lower Selwyn Huts have special heritage significance, and are assessed to have significance for their archaeological, architectural, cultural, historical and technological values.
145. Further investigation is required to fully consider the findings of the Statement of Significance Report by Underground Overground Archaeology. The Lower Selwyn Huts settlement is clearly steeped in history, is historically connected to the region and may have heritage significance. I recommend that the Minister **accept** these comments to the extent that historical values are a conservation value, giving weight to this factor relative to the findings from the report.

RECOMMENDATIONS

146. I have made recommendations below to the Minister in respect of the extent to which objections and submissions are allowed and accepted.

147. The submissions detailed above address matters related to this Application and proposed activities on the Land. I have indicated which submissions fall outside the scope of matters that the decision maker can consider under the Conservation Act. These are detailed below.

Sub-themes	Recommendation
1. Planning	
1. Lower Selwyn Hut settlement in management plans	Noted, but do not accept.
2. Comments towards DOC	
2a. Comments towards DOC – communication	Noted, but do not accept.
2b. Comments towards DOC – consultation & process	Noted, but do not accept. I recommend that the Minister give applicants the opportunity to comment on the decision document before a final decision is made on their applications, pursuant to s17SE(2).
3. Investment	
3a. Investment - personal investment	Noted, but do not accept.
3b. Investment - local infrastructure	Investments made into local water and wastewater infrastructure are steps taken by hut owners to mitigate and reduce the adverse environmental effects of the settlement. I recommend that the Minister accept these comments. Maintenance of local, publicly accessible areas are measures taken by hut owners to mitigate and reduce the adverse effects of the activity and enhance conservation values of the area. I recommend that the Minister accept these comments but that they are assigned little weight as the activities may not be considered a benefit to conservation values in the absence of the huts, and the amount of personal investment to make is a decision for the concessionaire.
4. Proposed concession	
4a. Proposed concession - term	Submitters discuss the proposed duration of the new concessions, requesting a 20-year term and opposing the 10-year term suggested by DOC. Reasons for the request include unfairness, financial loss, inability to pass the hut on to family and preservation of history. As submitters have requested a proposed term that is consistent with s17Z(1), I recommend that the Minister accept the comments but considers what may be an appropriate term for this activity by balancing the above comments against the general policy direction to phase out private accommodation.

4b. Proposed concession - special conditions	<p>Noted, but do not accept.</p> <p>One submitter mentions a ‘clean-up fund’ proposed by DOC as part of the concession fees of the proposed new concessions. The submitter opposes a ‘clean-up fund’ and discusses several factors relating to its implementation. I recommend that the Minister accept this submission, to the extent that it identifies issues that will need to be resolved before making a decision.</p> <p>It is a requirement of the previous concession that concessionaires have a current and valid insurance policy for their structures, facilities and land alterations. Submitters discuss their ability to meet this condition, highlighting difficulties in obtaining insurance for their concessions. I recommend that the Minister accept the submissions above to the extent that it is relevant to considerations regarding the allocation of risk between the concessionaire and the Crown, which in turn is relevant to the ultimate decision about whether or not to grant a concession.</p>
4c. Proposed concession - fees	
4d. Proposed concession - insurance	
5. Personal distress	Noted, but do not accept.
6. Connection	<p>Noted, but do not accept.</p> <p>Submissions discuss the recreational effects of the activity, which are known recreational opportunities in the area that the settlement was originally established to facilitate. I recommend that the Minister accept that the proposed activity has positive recreational effects, to the extent that these effects are not exclusive to hut owners, and do not require exclusive possession of the land through occupation to be experienced by the general public.</p> <p>Submitters describe a sense of community amongst hut owners and the personal connection they have with the local community at the settlement. This is a positive social effect of the activity; however, it may only be exclusive to hut owners rather than the general public. Accordingly, I recommend that the Minister accept these as positive social effects of the proposed activity, noting that the positive social effect may be exclusive to hut owners, so the weight given to this submission point is unlikely to make it a persuasive factor in decision-making.</p> <p>Submitters discuss their connection to the huts through family that have been fostered through hut ownership. This is a positive social effect of the activity; however, it may only be exclusive to hut owners and their relatives, rather than the general public. Accordingly, I recommend that the Minister accept these as positive social effects of the proposed activity, noting that the positive social effect may be exclusive to hut owners, so the weight given to this submission point is unlikely to make it a persuasive factor in decision-making.</p>
6a. Connection - tenure of ownership	
6b. Connection - recreational opportunities	
6c. Connection - community	
6d. Connection - family	

6e. Connection - quietness & solitude, wellbeing	Submitters describe experiencing peacefulness, solitude and an improvement in wellbeing due to the amenity value and recreational opportunities in the area. These are positive social effects of the activity that are likely enhanced and facilitated by the huts and thus experienced to a greater degree by hut owners rather than the general public. Accordingly, I recommend that the Minister accept the comments, noting that the positive social effect may be exclusive to hut owners, so the weight given to this submission point is unlikely to make it a persuasive factor in decision-making.
7. Conservation management - Kaitiaki	Submitters describe actions that hut owners take to manage their local environment, including Te Waihora. These actions reflect a sense of kaitiakitanga, or stewardship, over the land that is experienced by hut owners at the settlement. As these actions support the purpose for which the land is held, I recommend that the Minister accept these comments to the extent that there is limited detail available to help understand the benefits or otherwise from a conservation perspective.
8. Environmental 8a. Environmental – sea levels 8b. Environmental - flooding events 8c. Environmental – flood management	Noted, but do not accept. Submitters discuss their experiences as hut owners dealing with previous flooding events, suggesting that flooding at the settlement has largely been non severe. As each hut owners’ experience regarding flooding is personal, I recommend that the Minister accept comments that are specific to individual huts. Submitters also state that if Te Waihora were drained in a timelier manner, such events could have been avoided. I recommend that the Minister does not accept these comments. Noted, but do not accept.
9. Historical significance	Submitters discuss the settlement’s historical significance from a regional, national and cultural perspective, referring to a technical report provided to DOC in support of this view. As the effect of the activity on historical values is relevant, I recommend that the Minister accept these comments to the extent that historical values are a conservation value, giving weight to this factor relative to the findings from the report.

Summary

148. On balance, my view is that the matters raised by submitters indicate a high level for support from submitters for the grant of new concessions. There are a number of matters of concern raised by submitters, with some matters falling outside the scope of considerations under the Conservation Act. However, I do not consider that there was sufficient evidence provided that would indicate these are not able to be either managed by appropriate terms and conditions in any new concessions issued.



Arzan Irani, Permissions Advisor

Date: 9/04/2025

Recommendation:

1. Note the summary of objections and submissions/comments received during the public notification process:

Yes

Comments:

2. Note the recommendations as to the extent to which submissions are accepted:


Yes

Comments:

3. Note the recommendations on further information you may wish to obtain and consider:

Yes

Comments:



Christine Butler, Permissions Regulatory Delivery Manager - Delegate of the Minister of Conservation

Date: 09/04/2025

APPENDICES

Appendix 1

The Submissions spreadsheet contains links to all original submissions, themes and sub-themes which they touch upon, and relevant examples from each submission attributed to each theme and sub-theme.

Submissions spreadsheet: [DOC-7780337](#)

Appendix 2

The total footprint (m²) of each site as well as the total footprint of structures located on each site has been included in the table below under the title 'Hut', where the information has been provided by applicants.

Applicant	Application number	Hut number	Term applied for	Street address (Source: LINZ)	Legal description (Source: Selwyn District Council)	Total area (m ²) applied for	
Conservation Area Lower Selwyn Huts							
Justin Kane Halford	117639-ACC	1	10 years	1 Hurst Road	M36188 LO 99 SEC 1 RES 4100 BLK XVI LEESTON SD	Hut Curtilage	Unspecified* Unspecified*
						Total	202m ²
William David Arps	117582-ACC	4	10 years	4 Hurst Road	M36188 LO 94 SEC 4 RES 4100 BLK XVI LEES	Hut Curtilage	Unspecified* Unspecified*
						Total	192m ²
Robert John Main, Alexis Jane Main, Robert Wayne Main	117618-ACC	5	20 years ¹	5 Hurst Road	M36188 M 2250 SEC 5 RES 4100 BLK XVI LEE	Hut Curtilage	64.96m ² 150m ²
						Total	214.96m ²
John Strong, Kathleen Rosemary Strong	117593-ACC	6	20 years ¹	6 Hurst Road	M36188 LO 92 SEC 6 RES 4100 BLK XVI LEES	Hut Curtilage	64.96m ² 156.27m ²
						Total	207m ²
Sya O’Toole	117605-ACC	7	20 years ¹	7 Hurst Road	M36188 LO 80 SEC 7 RES 4100 BLK XVI LEES	Hut Curtilage	Unspecified* 137.10m ²
						Total	207.30m ²

Trudy Sykes, Gavin Sykes	117607- ACC	8	20 years ¹	8 Hurst Road	M36188 LO 79 SEC 8 RES 4100 BLK XVI LEES	Hut Curtilage	123.20m ² 78.80m ²
						Total	202.30m ²
Judith Mary Wylie	117620- ACC	9	20 years ¹	9 Hurst Road	M36188 LO 78 SEC 9 RES 4100 BLK XVI LEES	Hut Curtilage	Unspecified* 145.96m ²
						Total	197.20m ²
Ann Cain	117621- ACC	10	20 years ¹	10 Hurst Road	M36188 LO 77 SEC 10 RES 4100 BLK XVI LEE	Hut Curtilage	Unspecified* 138m ²
						Total	192.20m ²
Rana Blake	117633- ACC	12	20 years ¹	12 Hurst Road	M36188 LO 83 SEC 12 RES 4100 BLK XVI LEE	Hut Curtilage	125.80m ² 36m ²
						Total	161.80m ²
Clare Winifred Ryan	117629- ACC	13	20 years ¹	13 Hurst Road	M36188 LO 86 SEC 13 RES 4100 BLK XVI LEE	Hut Curtilage	32m ² 129.80m ²
						Total	161.80m ²
Brent Darcie Port	117608- ACC	14	20 years ¹	14 Hurst Road	M36188 LO 81 SEC 14 RES 4100 BLK XVI LEE	Hut Curtilage	40.26m ² 121.74m ²
						Total	162m ²
Daniel Partridge	117595- ACC	15	20 years ¹	15 Hurst Road	M36188 LO 88 SEC 15 RES 4100 BLK XVI LEE	Hut Curtilage	51.30m ² 110.70m ²
						Total	162m ²
Sean Nolan	117586- ACC	16	20 years ¹	16 Hurst Road	M36188 LO 87 SEC 16 RES 4100 BLK XVI LEE	Hut Curtilage	72m ² 89m ²
						Total	161.80m ²
Sean Nicol	117603- ACC	17	10 years	17 Hurst Road	M36188 LO 90 SEC 17 RES 4100 BLK XVI LEE	Hut Curtilage	98.62m ² 63.18m ²
						Total	161.80m ²
Robert Francis Neil	117614- ACC	18	20 years ¹	18 Hurst Road	M36188 LO 89 SEC 18 RES 4100 BLK XVI LEE	Hut Curtilage	54.11m ² 22.02m ²
						Total	176.13m ²
Darryl Hullen	117631- ACC	19	10 years	19 Hurst Road	M36188 LO 85 SEC 19 RES 4100 BLK XVI LEE	Hut Curtilage	76.81m ² Unspecified*
						Total	162m ²

Angela Norman	117638-ACC	20	10 years	20 Hurst Road	M36188 LO 85 SEC 20 RES 4100 BLK XVI LEESTON SD	Hut	Unspecified*
						Curtilage	Unspecified*
Jeff Reaich	117592-ACC	21	20 years ¹	21 Hurst Road	M36188 LO 98 SEC 21 RES 4100 BLK XVI LEE	Hut	58.31m ²
						Curtilage	106.69m ²
Scott Percy	117609-ACC	22	20 years ¹	22 Hurst Road	M36188 LO 74 SEC 22 RES 4100 BLK XVI LEESTON SD	Hut	59.29m ²
						Curtilage	102.51m ²
Richard Edward Horne	117600-ACC	23	20 years ¹	23 Hurst Road	M36188 LO 100 SEC 23 RES 4100 BLK XVI LE	Hut	35m ²
						Curtilage	127m ²
David Clutterbuck	117599-ACC	24	20 years ¹	24 Hurst Road	M36188 LO 115 SEC 24 RES 4100 BLK XVI LE	Hut	64m ²
						Curtilage	98.80m ²
Darlene Sutton, Dael Sutton	117616-ACC	28	1 year ²	28 Hurst Road	M36188 LO 113 SEC 28 RES 4100 BLK XVI LE	Hut	Unspecified*
						Curtilage	Unspecified*
John Kevin Flattery- Donohoe, Whetu Reuben Flattery- Donohoe	117624-ACC	30	10 years ³	30 Hurst Road	LO 112 SEC 30 PT RES 4100 BLK XVI LEESTO	Hut	60m ²
						Curtilage	101.80m ²
David James Burrows	117602-ACC	31	20 years ¹	31 Hurst Road	M36188 LO 106 SEC 31 RES 4100 BLK XVI LE	Hut	85m ²
						Curtilage	76m ²
Sara Goodey	117587-ACC	32	20 years ¹	32 Hurst Road	M36188 LO 101 SEC 32 RES 4100 BLK XVI LE	Hut	63m ²
						Curtilage	98.80m ²
Michael Harkess	117632-ACC	33	20 years ¹	33 Hurst Road	M36188 LO 111 SEC 33 RES 4100 BLK XVI LE	Hut	58.90m ²
						Curtilage	Unspecified*

						Total	182m ²
Robert Wayne Main	117619-ACC	34	20 years ¹	34 Hurst Road	M36188 LO 84 SEC 34 RES 4100 BLK XVI LEE	Hut	51.85m ²
						Curtilage	110m ²
						Total	161.80m ²
J.A. Investment Trust	117612-ACC	35	20 years ¹	35 Hurst Road	M36188 LO 109 SEC 35 RES 4100 BLK XVI LE	Hut	48m ²
						Curtilage	113.10m ²
						Total	161m ²
Glen Alsop	117637-ACC	37	20 years ¹	37 Hurst Road	M36188 LO 107 SEC 37 RES 4100 BLK XVI LE	Hut	Unspecified*
						Curtilage	Unspecified*
						Total	162.80m ²
Nicholas Peter Clarkson, Maria Jane Clarkson	117611-ACC	38	20 years ¹	38 Hurst Road	M36188 LO 91 SEC 38 RES 4100 BLK XVI LEE	Hut	54.28m ²
						Curtilage	107.52m ²
						Total	161.80m ²
Colin Stuart Douglas Hewson	117589-ACC	39	20 years ¹	39 Hurst Road	M36188 LO 96 SEC 39 RES 4100 BLK XVI LEE	Hut	60.06m ²
						Curtilage	101.20m ²
						Total	161.80m ²
Donna Maree Moore, Bruce Maurice Moore	117584-ACC	40	20 years ¹	40 Hurst Road	M36188 LO 68 SEC 40 RES 4100 BLK XVI LEE	Hut	88.28m ²
						Curtilage	75.52m ²
						Total	161.80m ²
Glen Adair Silcock	117610-ACC	42	20 years ¹	42 Hurst Road	LO 67 SEC 42 RES 4100 BLK XV1 LEESTON SD	Hut	42m ²
						Curtilage	101m ²
						Total	161.80m ²
AngelWings Ltd	117581-ACC	43	10 years	43 Hurst Road	M36188 LO 103 SEC 43 RES 4100 BLK XVI LE	Hut	64m ²
						Curtilage	Unspecified*
						Total	177m ²
Michael David Tweeddale	117636-ACC	45	20 years ¹	45 Hurst Road	M36188 LO 70 SEC 45 RES 4100 BLK XVI LEE	Hut	68.64m ²
						Curtilage	Unspecified*
						Total	170m ²
Ronald Desmond Sherwood	117626-ACC	46	20 years	46 Hurst Road	M36188 LO 71 SEC 46 RES 4100 BLK XVI LEE	Hut	Unspecified*
						Curtilage	Unspecified*
						Total	162m ²

Clive Dawe	117615-ACC	56	20 years	56 Hurst Road	M36188 LO 64 SEC 56 RES 4100 BLK XVI LEE	Hut	Unspecified*	
						Curtilage	Unspecified*	
Dean Allan Rattray	117585-ACC	57	20 years ¹	57 Hurst Road	M36188 LO 65 SEC 57 RES 4100 BLK XVI LEE	Hut	68.20m ²	
						Curtilage	Unspecified*	
							Total	168m ²
							Total	93.69m ²
Conservation Area Lower Selwyn Huts / Greenpark Sands Conservation Area								
Pauleyne Haimona, Hoani Haimona	117588-ACC	25	20 years ¹	25 Hurst Road	M36188 LO 105 SEC 25 RES 4100 BLK XVI LE	Hut	81m ²	
						Curtilage	80.80m ²	
Murray Leslie Halliday	117622-ACC	51	20 years ¹	51 Hurst Road	M36188 LO 60 SEC 51 RES 4100 BLK XVI LEE	Total	161.80m ²	
						Hut	35m ²	
						Curtilage	126m ²	
						Total	161m ²	
Greenpark Sands Conservation Area								
Stephen Charles King	117617-ACC	47	20 years ¹	47 Hurst Road	M36188 LO 72 SEC 47 RES 4100 BLK XVI LEE	Hut	46m ²	
						Curtilage	115.80m ²	
Craig Martin Perry	117627-ACC	48	20 years ¹	48 Hurst Road	M36188 LO 57 SEC 48 RES 4100 BLK XVI LEE	Total	161.80m ²	
						Hut	69m ²	
Mark Young	117583-ACC	49	20 years	49 Hurst Road	M36188 LO 58 SEC 49 RES 4100 BLK XVI LEE	Curtilage	92.80m ²	
						Total	161.80m ²	
Brian Robert King	117594-ACC	50	20 years ¹	50 Hurst Road	M36188 LO 59 SEC 50 RES 4100 BLK XVI LEE	Hut	161m ²	
						Curtilage	Unspecified*	
Murray Leslie Halliday	117623-ACC	52	20 years ¹	52 Hurst Road	LO 61 SEC 52 RES 4100 BLK XVI LEESTON SD	Total	200m ²	
						Hut	87.57m ²	
Jason Victor Kumar	117613-ACC	53	20 years ¹	53 Hurst Road	M36188 LO 62 SEC 53 RES 4100 BLK XVI LEE	Curtilage	75.23m ²	
						Total	162.80m ²	
						Hut	57m ²	
						Curtilage	105m ²	
						Total	161m ²	
						Hut	54.76m ²	
						Curtilage	107.24m ²	

						Total	162m ²
Natalie Perzylo	117634-ACC	54	20 years ¹	54 Hurst Road	M36188 LO 63 SEC 54 RES 4100 BLK XVI LEE	Hut	Unspecified*
						Curtilage	Unspecified*
						Total	162.80m ²
Natalie Perzylo	117635-ACC	55	20 years ¹	55 Hurst Road	M36188 LO 76 SEC 55 RES 4100 BLK XVI LEE	Hut	Unspecified*
						Curtilage	Unspecified*
						Total	162.80m ²
Sandra Thomas	117606-ACC	58	20 years ¹	58 Hurst Road	M36188 LO 97 SEC 58 RES 4100 BLK XVI LEE	Hut	63.80m ²
						Curtilage	98m ²
						Total	161.80m ²
Sophie Alice Goodey	117630-ACC	59	20 years ¹	59 Hurst Road	M36188 LO 66 SEC 59 RES 4100 BLK XVI LEE	Hut	38.50m ²
						Curtilage	123.30m ²
						Total	161.80m ²

*Unspecified: This information has not been provided in the application form provided by the Applicant.

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

² 1 year: with a monthly right of renewal thereafter.

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