

# Determination 2023/018

**An authority's refusal to issue a code compliance certificate for a 27-year-old house**

**27B Jordan Terrace, Lansdowne, Masterton**

## **Summary**

This determination considers an authority's refusal to issue a code compliance certificate for a 27-year-old house, because of the authority's concerns about cracks in the cladding and a lack of inspections at the time of construction. The determination considers the requirement to specify reasons for refusal, and the authority's reasons for refusal in this case.

The legislation discussed in this determination is contained in Appendix A. In this determination, unless otherwise stated, references to “sections” are to sections of the Building Act 2004 (“the Act”) and references to “clauses” are to clauses in Schedule 1 (“the Building Code”) of the Building Regulations 1992.

The Act and the Building Code are available at [www.legislation.govt.nz](http://www.legislation.govt.nz). Information about the legislation, as well as past determinations, compliance documents (eg, Acceptable Solutions) and guidance issued by the Ministry, is available at [www.building.govt.nz](http://www.building.govt.nz).

## 1. The matter to be determined

- 1.1. This is a determination made under due authorisation by me, Peta Hird, Principal Advisor Determinations, Ministry of Business, Innovation and Employment (“the Ministry”), for and on behalf of the Chief Executive of the Ministry.<sup>1</sup>
- 1.2. The parties to the determination are:
  - 1.2.1. C and A Herrick, the owners of the property at 27B Jordan Terrace, Lansdowne, Masterton (“the owners”), who applied for this determination
  - 1.2.2. Masterton District Council, carrying out its duties as a territorial authority or building consent authority (“the authority”).
- 1.3. This determination arises from the decision of the authority to refuse to issue a code compliance certificate for a 27-year-old house. The refusal arose because of the lack of inspections carried out at the time of the construction of the house, and the authority’s concerns regarding the compliance of the external cladding with clause E2 and the impact of this on compliance with clauses B1 and B2.<sup>2</sup>
- 1.4. The matter to be determined, under section 177(1)(b) and (2)(d), is the authority’s decision to refuse to issue a code compliance certificate for building work carried out under building consent BC 27733.
- 1.5. In deciding this matter, I will consider the reasons for refusal given by the authority in its correspondence with the owners.
- 1.6. I have not considered any other aspects of the Act or of the Building Code, nor have I considered the Building Code compliance of the building work covered by the building consent, other than as required in relation to the matter for determination.

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<sup>1</sup> The Building Act 2004, section 185(1)(a) provides the Chief Executive of the Ministry with the power to make determinations.

<sup>2</sup> Clause E2 External moisture, clause B1 Structure, and clause B2 Durability.

## 2. Background and building work

### Building consent and construction

- 2.1. On 1 May 1995, the authority granted building consent BC 27733 (“the building consent”) to the previous owner of the property, for the construction of a “New House” on the property.<sup>3</sup> The building consent was issued under the Building Act 1991 (“the former Act”).
- 2.2. The house is a timber-framed, two storey building with aluminium joinery and a total floor area of 187.6m<sup>2</sup>. The specifications show that the house has exterior cladding of stucco plaster installed over waterproof building paper over a solid board backing.
- 2.3. There is a deck attached to one side of the house, which is supported by posts. The deck is constructed of wood, and is enclosed by a solid barrier, which appears to be wood-framed and clad with stucco in the same manner as the house.
- 2.4. The authority’s records indicate that it inspected the foundations and floor slab on 28 April 1995, prior to the building consent being granted. The inspections are recorded as passed.
- 2.5. The authority advises that a “weathertightness inspection” may have been carried out in August 1995, as there is a handwritten note on the ‘field sheet’ for the building consent stating “W.T. carried out 2.8.95”.<sup>4</sup> Otherwise the authority has no records of any further inspections of the building work while it was being carried out.
- 2.6. The owner advised that the building work to construct the house was substantially completed in October 1995. The authority advises that no code compliance certificate for the building work under the building consent was applied for at the time that the house was completed.

### Application for code compliance certificate and authority’s inspections 2018–2021

- 2.7. The authority’s records indicate that the previous owner applied for a code compliance certificate on 28 November 2005. The authority advises this application “was not actioned (assumed as no inspections had taken place) and was not completed.”

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<sup>3</sup> I have not seen a copy of the building consent; the authority advises that a “building consent certificate” was printed and signed and sent to the site with the builder.

<sup>4</sup> The authority has referred to the ‘field sheet’ as an “inspection summary sheet”. The handwritten note appears to have been signed or initialled.

- 2.8. The previous owner sought an inspection of the building work in 2018, and the authority carried out a 'Building Final' inspection on 15 August 2018, which failed. The inspection record detailed the aspects of the building work that were considered to have passed, and listed the specific items that had failed, including items relating to the external cladding, plumbing, kitchen fittings and deck. A further inspection on 17 August 2018 noted that some of these failed items had now been addressed.
- 2.9. The previous owner carried out additional building work to address the failed items, and the authority conducted a further final inspection on 16 June 2021. This inspection noted that there was cracking in the cladding at the intersection between the deck barrier and the wall of the house, with "plausible water ingress", and that a modification of clause B2's start date<sup>5</sup> with respect to the cladding would be required once it was repaired.
- 2.10. A further final inspection was carried out on 19 July 2021, with the purpose of checking the remedial work on the previously failed items. This inspection noted that the crack at the junction between the deck barrier and the house had been "repaired competently". In addition, the previous owner had removed the internal linings and insulation in the external walls on both sides of the corner and around the window in the ground-floor room below the crack. Photographs attached to the report of this inspection show what appears to be water damage to the solid board backing and building paper in part of this area. However, the authority noted in the report that the timber framing in this area "although stained, appears sound", and took moisture readings of the internal wall framing and bottom plate. The readings showed moisture content of 14%, which the authority noted was less than 18%.<sup>6</sup>
- 2.11. On 17 August 2021, the authority conducted another final inspection, which again failed the cladding. The report notes:

Failed due to Crack at deck/balcony to wall intersection on upper level on East side. Needs to be remedied and investigated why it has cracked. Possible water ingress into corner of bedroom below.

- 2.12. Attached to the report were a number of photographs showing, among other things, the repairs to the junction between the deck barrier and the house, cracks in the plaster on the inside of the deck barrier, cracks in the plaster in one location on the wall of the house, water damage to a door sill, and a rotten exterior windowsill. The report noted that the authority's Building Manager was to access the photos of the remedial work and make a decision on the application for a code compliance certificate.

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<sup>5</sup> This refers to the start of the durability periods in clause B2.3 – see further at paragraph 4.36

<sup>6</sup> The authority used a device designed to measure the moisture level of a particular surface. Generally, a level of less than 18% is considered acceptable.

- 2.13. I have not seen any records to indicate whether this review occurred. However, on 1 November 2021 the authority sent the previous owner an email stating:

Regrettably the [authority] has chosen to refuse to issue the CCC for BC 27733 at this time as the [authority] cannot be satisfied on reasonable ground[s] the building work complies with [clauses] E2 & B2.

This email serves as notice under [section] 95A of the building act.

- 2.14. The previous owner replied the same day, querying the lack of detail provided and advising they were carrying out further remedial works and would be in touch about a reinspection.

### **Authority's January 2023 inspection and subsequent correspondence**

- 2.15. The current owners purchased the property in December 2021, and in late 2022 approached the authority in relation to a code compliance certificate. On 26 January 2023 the authority carried out another 'final' inspection. This inspection failed, with the report noting that the authority's concerns about possible water ingress and compliance with clause E2 were "still present with cracking in cladding in high risk junctions/ areas". The report also noted that the authority's decision not to issue a code compliance certificate had not changed. Photographs attached to the report showed that new plaster had been installed to the inside of the deck barrier, but identified further cracking in the plaster on the outside of the barrier, and at the underside of the wall junction, as well as above the garage door.
- 2.16. The owners then entered into correspondence with the authority, with a view to establishing "what exactly needs to be done to be able to gain [a code compliance certificate]". In an email dated 9 February 2023, the owners pointed out that the issue with the crack at the junction between the deck barrier and wall had been noted as remedied at the July 2021 inspection, with the authority's testing showing acceptable moisture content in the external wall. This area had been the authority's "main concern", but the testing showed there was "no problem".
- 2.17. The email went on to say that the owners now intended to rectify any cracks in the cladding, including sealing around window framing and doors, painting the entire cladding, replacing the decorative exterior sill at the bottom of the window (noting that the rotten door sill had already been replaced), and rectifying the position of a vent (the owners subsequently confirmed this had been done). The owners sought confirmation from the authority as to whether, when these works were completed, a code compliance certificate could be issued.
- 2.18. On 16 February 2023, the authority replied to the owners by email, stating:

...[the authority] have made the decision not to issue your CCC due to concerns around meeting the performance requirements of [clause] E2 (External Moisture) and impacts on [clauses] B1 (Structure) and B2 (Durability).

The house was built in the mid-1990s, and there is only one record of inspection at the time. [The] officers performed subsequent inspections (some 26 years later) in good faith in order to reach a CCC decision. Inspections are not a quality check assessment for owners, they are used to gather evidence to support the [authority's] decision.

2.19. The email went on to advise the owners their avenue for remedy was to apply for a determination, and that the authority would not be reversing its decision. The authority referred to potential impacts on its insurance and on ratepayers in support of its position.

2.20. In a further email later that day, in response to the owners' query as to what they needed to do "to rectify and be able to pass the CCC", the authority stated it does not "provide a list of 'tags'" for the owners to address to gain a code compliance certificate. The authority's email went on to state:

A building control officer must be satisfied on reasonable grounds that the building complies. As none of the structural work has been inspected and [there] have been cladding issues we are not satisfied, and have refused to issue the CCC.

2.21. The owners subsequently applied for this determination.

### **3. Submissions**

#### **Owners**

3.1. The owners' position in relation to the issues in dispute is set out in their correspondence with the authority. The owners provided further background information in response to requests from the Ministry.

#### **Authority**

3.2. The authority made submissions in response to the application for a determination and the Ministry's requests for further information. The authority confirmed that its email of 1 November 2021 was its first refusal of a code compliance certificate, and it has since "maintained that issuing a CCC is not appropriate considering no inspections were complete[d] during the build".

3.3. In response to the Ministry's request for the authority's refusal letter, the authority noted there is no such letter in the prescribed forms regulations<sup>7</sup>. The authority said that it had given "notice of the refusal and reasons for the refusal in writing", as it is required to do.

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<sup>7</sup> Schedule 2 of the Building (Forms) Regulations 2004 sets out a number of prescribed forms which must be used for certain matters, for example building consents and code compliance certificates, and applications for the same.

### 3.4. The authority concluded:

A durability modification under [section] 67 does not exonerate [the authority] of all responsibility of failure, and there are signs that the building has not met or is not meeting the functional requirements of [clause] E2.

The failings include, internal water damage, window frame decay and cracks (from settlement over time) in the rendered cladding.

## 4. Discussion

### Applicable legislation

- 4.1. The building consent in this case was granted under the former Act, therefore section 436 of the current Act (the transitional provision) applies. Section 436(3) provides that section 43 of the former Act remains in force, but must be read as if:

a code compliance certificate may be issued only if the territorial authority is satisfied that the building work concerned complies with the building code that applied at the time the building consent was granted

- 4.2. Section 436 of the current Act, and section 43 of the former Act, are set out in full in Appendix A.

- 4.3. Where an authority is not satisfied that the building work complies with the applicable Building Code, then section 43(5) of the former Act provides:

(5) Where a building certifier or a territorial authority refuses to issue a code compliance certificate, the applicant shall be notified in writing specifying the reasons.

- 4.4. In this case the authority is not satisfied that the building work complies with clauses E2 *External moisture* (I assume in relation to the external envelope of the house), and clauses B1 *Structure* and B2 *Durability* (I assume for the concealed structural elements of the external walls).

- 4.5. The authority has not stated exactly which performance requirements of these clauses it considers are not being met. However, given that it has identified “failings” including “internal water damage, window frame decay and cracks (from settlement over time) in the rendered cladding”, I have assumed it is clause E2.3.2.

- 4.6. It is the version of the Building Code that was in force at the time that the building consent was issued that is relevant and must be complied with, and in 1995 clause E2.3.2 stated:

**E2.3.2** Roofs and exterior walls shall prevent the penetration of water that could cause undue dampness, or damage to *building elements*.

- 4.7. Similarly, with respect to clauses B1 and B2, I have assumed it is the ongoing compliance of the structural elements within the external walls with clauses B1.3.1, B1.3.2 and B2.3 that the authority is specifically concerned about. These provisions (along with clause E2.3.2) are discussed below and the relevant parts cited in Appendix A.

### **Reasons given for refusal**

- 4.8. To determine if the authority has exercised its powers of decision correctly, I must first consider the reasons given by the authority for refusing to issue a code compliance certificate.
- 4.9. The previous owners first applied for a code compliance certificate in November 2005. The authority advises this application was not actioned, although there is no record in its files for why this was the case, or whether and how the applicants were notified. I have not considered further what occurred at that time.
- 4.10. The first recorded refusal by the authority (1 November 2021) gave no reasons or explanation for the authority's decision beyond general reference to clauses E2 and B2, even when the previous owners queried the lack of detail provided.
- 4.11. When responding on 16 February 2023 to the current owners' request to confirm what was required to obtain a code compliance certificate, the authority did not elaborate on what its concerns were or why it had reason to believe that clause E2 was not being complied with or the specific performance clause. Instead, it referred to lack of inspections of the structural work and provided general information about the function of inspections but offered no comment on the validity of the inspection that had been carried out.
- 4.12. In my view, none of these communications by the authority fulfil the requirement in section 43(5) of the former Act to notify the owners in writing of the decision to refuse "specifying the reasons".
- 4.13. When refusing a code compliance certificate (whether under section 43 of the former Act or section 95A of the current Act) an authority must provide adequate reasons. The applicant needs to be fairly informed, so they can consider what action to take to address the authority's concerns. It is not sufficient that the reasons are referred to in inspection records or other documents, they must be in the communication notifying the refusal.
- 4.14. Previous determinations have considered what is expected of an authority when refusing to issue a code compliance certificate, notably Determination 2020/005<sup>8</sup>

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<sup>8</sup> Determination 2020/005 Regarding the refusal to issue a code compliance certificate for a 22-year-old house (7 May 2020) at paragraphs 5.2.4-5.2.5.



and Determination 2022/007<sup>9</sup>, and I hold the same views. The key point is that it is important that an owner is given sufficiently explicit, specific, clear and valid reasons why compliance has not been achieved, so the owner can consider the work required to remedy the situation. A generalised refusal is not sufficient for an authority to meet its obligations under section 43 of the former Act (or section 95A of the current Act).

- 4.15. In my view the authority in this case has not fulfilled its obligation to specify reasons for its refusal. The authority has not explained why it considers that the building code has not been complied with, in relation to particular performance clauses and particular building work.

### **Conclusion**

- 4.16. The authority did not correctly exercise its powers of decision because it did not adequately specify the reasons for its refusal to issue the code compliance certificate.
- 4.17. I have therefore not considered what I have taken to be the authority's concerns, based on its emails with the owners and as clarified by its submissions in relation to this determination. However, I comment on these below to assist the parties in resolving any outstanding matters.

### **Other comments**

- 4.18. The authority's concerns (based on its emails with the owners and as clarified by its submissions in relation to this determination) appear to be that because only one inspection was undertaken during construction, and there were cracks in the cladding, it is possible that water has penetrated the walls and caused undue dampness or damage, thereby affecting the structural elements of the house, notably the timber framing. There is also a reference to the windowsill and "water damage", and to concerns about liability. I have provided comment on each of these points in turn.

### ***Lack of inspections during construction***

- 4.19. As discussed in previous determinations, an inspection by an authority, in relation to an application for a code compliance certificate, provides the authority with information to make any written notice about its decision meaningful and helpful for owners, in terms of the specific reasons why it is unable to issue the certificate.<sup>10</sup>

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<sup>9</sup> Determination 2022/007 Regarding the proposed or purported refusal by an authority to issue two code compliance certificates and grant two certificates of acceptance for building work in respect of alterations to an existing building, timber deck, and several retaining walls (30 May 2022), at paragraphs 6.11-6.14.

<sup>10</sup> See Determination 2022/007, paragraph 6.11.3.

- 4.20. However, lack of inspections, whether at the time of construction or later, is not a reason (on its own) to refuse to issue a code compliance certificate.
- 4.21. In this case, it is unclear how the authority considers the lack of earlier inspections relates to the test for issuing a certificate.
- 4.22. While inspections during construction are preferable in terms of ease of access for inspecting various building elements, a later assessment of compliance for the purposes of issuing a code compliance certificate can take into account the actual performance of the building work (its in-service history). Put another way, it is the actual performance of the building work that is being assessed, and inspections during construction are not the only way of establishing performance.
- 4.23. It is possible to observe and test the building's performance. To overcome a lack of inspections it is for building owners to provide appropriate evidence as to the compliance of the completed building work, and for the authority to carry out such inspections as it considers necessary. This is, in fact, what has happened in relation to the owners' house, where the wall framing was exposed and tested by the authority. For completeness, I am of the view that opening up only those areas of high risk or where a clear risk has been identified is sufficient.

### ***Compliance with the Building Code***

- 4.24. The authority's other ground for concern is that there were cracks in the cladding, making it "possible" that water had penetrated the walls. I take the authority's concern here to be that this has or may have caused undue dampness or damage, thereby affecting underlying building elements.
- 4.25. As discussed above, the authority has not identified the particular performance clauses of the Building Code that it considers are not satisfied in this case, but has instead referred generally to clauses E2, B1 and B2. However, I have assumed that it is clause E2.3.2 that it is specifically concerned about, and the flow-on impact of potential non-compliance with this on clauses B1.3.1, B1.3.2 and clause B2.3.
- 4.26. Clause B2 requires wall claddings to remain durable for a minimum of 15 years. The building was substantially complete in 1995, and the materials and components are now over 25 years old. Subject to the building consent being modified regarding the start date of the durability periods, any assessment of the performance of the external envelope should take into account the age of the building elements.
- 4.27. However, the expected life of the underlying structure is considerably longer than the cladding, so careful attention to the performance and maintenance of the cladding is needed to ensure that it continues to protect the underlying structure for its minimum required life of 50 years.

- 4.28. Turning to the authority's inspections and other information it has used to reach its conclusion on compliance, the handwritten note recording an inspection in August 1995 is ambiguous and in my opinion cannot be taken as an indication of compliance at the time.
- 4.29. The authority's inspections in June and July 2021 identified issues with the cladding, and then that repair had been carried out, and recorded acceptable moisture levels in the underlying timber framing.
- 4.30. At the authority's most recent inspection, in January 2023, the authority again raised concern with cracking in the cladding at "high risk junctions/ areas" and "possible water ingress" into the room below the deck (this was the area that was moisture tested in July 2021). The owners have advised that the cracking noted at this inspection has since been repaired and that this work is continuing.
- 4.31. While it is for the authority to be satisfied as to compliance, if it is to refuse to issue a code compliance certificate on the grounds that it cannot be satisfied the building work complies, then it must have some basis for this view.
- 4.32. There is evidence of moisture ingress, as evident in photographs that show damage to the solid board backing and building paper in one area. However, the readings taken by the authority showed that the moisture ingress has not caused undue dampness or damage to the timber framing in this location. It would be reasonable to expect that moisture ingress over an extended period of time since construction was completed would result in visual evidence of dampness or damage in the framing. The authority identified an area of staining in one location, but noted that the framing "appears sound". This suggests that water ingress that did occur at the crack between the wall and deck junction was minor or occurred over a limited time or was able to dry out. This crack has since been fixed, as has the other cracking subsequently identified.
- 4.33. The external wall cladding has already been in place for more than 15 years (and would have been at the time of the authority's first recorded refusal in 2021), and clause B2.3 specifically recognises the need for "normal maintenance" of building elements. In my opinion, the work that the previous and current owners have done, and continue to do, on the cladding constitutes normal maintenance. As the authority itself has recognised, the cracks in the cladding are due to the settlement of the house over time, and not due to any systemic failing in the cladding. It is normal for wooden-framed buildings to settle, and this may cause cracks in monolithic cladding, which can then be repaired. Such maintenance is provided for in clause B2 and does not constitute evidence of non-compliance.

4.34. I note the additional elements that make up the external envelope identified by the authority in its reports, such as the rotten window and door sills, either have been or are intended to be replaced.

### ***Concerns relating to liability***

4.35. The authority has raised as a concern potential liability for the issue of the code compliance certificate, and impact on its insurance and ratepayers.<sup>11</sup>

4.36. While the authority remains potentially liable for the issue of any code compliance certificate the authority is required to consider the relevant provisions of the Act when deciding whether to issue a code compliance certificate. Those provisions do not provide for the authority to refuse to issue a code compliance certificate because there may be potential liability associated with the performance of that function. The authority has a range of statutory functions under the Act, and, in my view, it is not for the authority to refuse to issue a code compliance certificate because there may be potential liability associated with the performance of that function.

### **What happens next?**

4.37. It is now for the owners to undertake any further repairs or remedial work necessary to address non-compliant building work (if any) to bring it into compliance, and to request the authority carry out a final inspection. It is also for the owners to support their application for a code compliance certificate with any evidence available to show how the building work was completed and how it has performed, and in relation to the repairs and maintenance.

4.38. I note that, if they have not already done so, the owners are able to apply to the authority for a modification of clause B2 durability provisions to allow the durability periods specified in clause B2.3 to start from the date the building work was substantially completed in 1995. The authority has already recognised this possibility in its inspection reports.

4.39. The authority can then make a new decision in respect of the application for a code compliance certificate, taking into account the age of the building elements in respect of their durability periods, the further information available to it following any further inspection(s), the in-service performance of the building, and the comments in this determination.

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<sup>11</sup> Section 393 provides that, in respect of the issue of a code compliance certificate, the 10 year long-stop limitation period commences from the time the code compliance certificate is issued (section 393(2) and (3)(a) of the Act).

## **5. Decision**

- 5.1. In accordance with section 188 of the Building Act 2004, I determine that the authority did not adequately specify its reasons for refusing to issue a code compliance certificate for the building work carried out under building consent BC 27733. I therefore reverse that decision.

Signed for and on behalf of the Chief Executive of the Ministry of Business, Innovation and Employment on 22 June 2023.

**Peta Hird**

**Principal Advisor, Determinations**

## APPENDIX A – LEGISLATION

### The Building Act 2004 (current Act)

#### **436 Transitional provision for code compliance certificates in respect of building work carried out under building consent granted under former Act**

- (1) This section applies to building work carried out under a building consent granted under section 34 of the former Act.
- (2) An application for a code compliance certificate in respect of building work to which this section applies must be considered and determined as if this Act had not been passed.
- (3) For the purposes of subsection (2), section 43 of the former Act—
  - (a) remains in force as if this Act had not been passed; but
  - (b) must be read as if—
    - (i) a code compliance certificate may be issued only if the territorial authority is satisfied that the building work concerned complies with the building code that applied at the time the building consent was granted; and
    - (ii) section 43(4) were omitted.

### The Building Act 1991 (former Act)

#### **43. Code compliance certificate**

- (1) An owner shall as soon as practicable advise the territorial authority, in the prescribed form, that the building work has been completed to the extent required by the building consent issued in respect of that building work.
- (2) Where applicable, the owner shall include with that advice either-
  - (a) Any building certificates issued by building certifiers under section 56 of this Act to the effect that any items of the building work comply with specified provisions of the building code; or
  - (b) A code compliance certificate issued by a building certifier under this section and section 56 (3) of this Act to the effect that all of the building work complies with each of the relevant provisions of the building code.
- (3) Except where a code compliance certificate has already been provided pursuant to subsection (2) of this section, the territorial authority shall issue to the applicant in the prescribed form, on payment of any charge fixed by the territorial authority, a code compliance certificate, if it is satisfied on reasonable grounds that-
  - (a) The building work to which the certificate relates complies with the building code; or

- (b) The building work to which the certificate relates complies with the building code to the extent authorised in terms of any previously approved waiver or modification of the building code contained in the building consent which relates to that work.
- (4) ...
- (5) Where a building certifier or a territorial authority refuses to issue a code compliance certificate, the applicant shall be notified in writing specifying the reasons.
- (6) Where a territorial authority considers on reasonable grounds that it is unable to issue a code compliance certificate in respect of particular building work because the building work does not comply with the building code, or with any waiver or modification of the code, as previously authorised in terms of the building consent to which that work relates, the territorial authority shall issue a notice to rectify in accordance with section 42 of this Act.
- (7) Where a territorial authority is notified by a building certifier pursuant to section 56 (4) of this Act that the certifier considers that particular building work does not comply with the building code, the territorial authority shall issue a notice to rectify in accordance with section 42 of this Act.

## The Building Code (as in force as at 1 May 1995)

### Clause B1 – Structure

#### Objective

**B1.1** The objective of this provision is to:

- (a) safeguard people from injury caused by structural failure,
- (b) safeguard people from loss of *amenity* caused by structural behaviour, and
- (c) protect *other property* from physical damage caused by structural failure.

#### Functional requirement

**B1.2** *Buildings, building elements and sitework* shall withstand the combination of loads that they are likely to experience during *construction or alteration* and throughout their lives.

#### Performance

**B1.3.1** *Buildings, building elements and sitework* shall have a low probability of rupturing, becoming unstable, losing equilibrium, or collapsing during *construction or alteration* and throughout their lives.

**B1.3.2** *Buildings, building elements and sitework* shall have a low probability of causing loss of *amenity* through undue deformation, vibratory response, degradation, or other physical characteristics throughout their lives, or during *construction or alteration* when the *building* is in use.

### Clause B2 – Durability

**Objective**

**B2.1** The objective of this provision is to ensure that a *building* will throughout its life continue to satisfy the other objectives of this code.

**Functional requirement**

**B2.2** *Building* materials, components and *construction* methods shall be sufficiently durable to ensure that the *building*, without reconstruction or major renovation, satisfies the other functional requirements of this code throughout the life of the *building*.

**Performance**

**B2.3** From the time a *code compliance certificate* is issued, *building elements* shall with only normal maintenance continue to satisfy the performances of this code for the lesser of; the *specified intended life* of the *building*, if any, or:

- (a) For the structure, including *building elements* such as floors and walls which provide structural stability: the life of the *building* being not less than 50 years.
- (b) For services to which access is difficult, and for hidden fixings of the external envelope and attached structures of a *building*: the life of the *building* being not less than 50 years.
- (c) For other fixings of the *building* envelope and attached structures, the *building* envelope, lining supports and other *building elements* having moderate ease of access but which are difficult to replace: 15 years.
- (d) For linings, renewable protective coatings, fittings and other *building elements* to which there is ready access: 5 years.

**Clause E2 – External Moisture****Objective**

**E2.1** The objective of this provision is to safeguard people from illness or injury which could result from external moisture entering the *building*.

**Functional requirement**

**E2.2** *Buildings* shall be constructed to provide *adequate* resistance to penetration by, and the accumulation of, moisture from the outside.

**Performance****E2.3.1 ...**

**E2.3.2** Roofs and exterior walls shall prevent the penetration of water that could cause undue dampness, or damage to *building elements*.