

Determination 2006/109

Refusal of a code compliance certificate for a building with a fibre cement sheet cladding system at 4 Bradford Street, Waihi



1. The matter to be determined

- 1.1 This is a determination under Part 3 Subpart 1 of the Building Act 2004¹ (“the Act”) made under due authorisation by me, John Gardiner, Determinations Manager, Department of Building and Housing (“the Department”), for and on behalf of the Chief Executive of that Department. The applicant is the owner, Mr Thom (“the applicant”), and the other party is the Hauraki District Council (“the territorial authority”).
- 1.2 The matter for determination is whether the territorial authority’s decision to decline to issue a code compliance certificate for a 8-year-old house because it was not satisfied that the wall cladding complied with clauses B2 “Durability” and E2

¹ The Building Act 2004 is available from the Department’s website at www.dbh.govt.nz.

“External Moisture” of the Building Code² (First Schedule, Building Regulations 1992) is correct.

1.3 The questions to be determined are:

Issue 1: The Cladding

Whether I am satisfied on reasonable grounds that the wall cladding as installed to the external walls of the building (“the cladding”), complies with the Building Code (see sections 177 and 188 of the Act). By “the wall cladding as installed” I mean the components of the system (such as the sheets, the flashings and the joints) as well as the way the components have been installed and work together.

Issue 2: The additional durability considerations

Whether all the building elements installed in the house, apart from those items identified in paragraph 6.3.1 as requiring to be fixed, comply with clause B2 of the Building Code considering the time that has elapsed since the elements were constructed.

1.4 In making my decision, I have considered the submissions of the parties, the report of the independent expert commissioned by the Department to advise on this dispute (“the expert”), and the other evidence in this matter. With regard to the cladding, I have evaluated this information using a framework that I describe more fully in paragraph 6.1. I have not considered any other aspects of the Act or the Building Code.

2. The building

2.1 The building work consists of a single-storey detached house, with a detached garage, which is situated on a flat site in a medium wind zone in terms of NZS 3604³. Construction is conventional light timber frame, with a timber-framed floor, fibre cement sheet wall cladding and aluminium windows (some of which were re-used units). The house shape is very simple, with a 25° pitch profiled metal gable roof that leads to a lower-pitched verandah along the full length of the northwest elevation. Eaves projections are 3m wide to the northwest elevation and about 700mm to the southeast elevation, with no verge projections to the gable ends. A spaced timber deck extends along the northwest elevation, with a second smaller entry deck to the southeast. A pergola-style structure extends above the windows to the northeast and is supported by diagonal braces fixed to the walls. A small conservatory structure has been erected below the western end of the verandah roof.

2.2 The specification calls for the wall framing to be “H1 boron” or to comply with NZS 3602, which at the time of construction would permit untreated timber. I have received no other written evidence as to the treatment, if any, of the external wall framing timber. Based on this evidence, I consider that the external wall framing is unlikely to be treated.

² The Building Code is available from the Department’s website at www.dbh.govt.nz.

³ New Zealand Standard NZS 3604:1999 Timber Framed Buildings

- 2.3 The cladding is a fibre cement sheet cladding system. In this instance it consists of painted “Hardipanel Feature Board” sheets fixed through the building wrap directly to the framing timbers.
- 2.4 I have seen no evidence of producer statements or warranties for the cladding.

3. Sequence of events

- 3.1 The territorial authority issued a building consent to the first owner on 23 April 1998, and carried out inspections during the course of construction including a “preline” inspection on 7 July 1998. It appears that the house was completed and occupied during 1998.
- 3.2 In a letter to the first owner dated 29 January 1999, the territorial authority noted that the house had not been issued with a code compliance certificate, and warned that failure to request a code compliance certificate breached a condition of the consent and could affect a future sale of the property. (I interpose here that the building consent issued for the house contains no conditions relating to requesting a code compliance certificate, nor did the Building Act 1991 provide for such a condition on a building consent.) The territorial authority carried out a final inspection on 31 August 2000 and issued a list of items to be completed.
- 3.3 In a letter to the first owner dated 6 September 2000, the territorial authority attached an interim code compliance certificate and listed the items to be completed before a code compliance certificate could be issued, asking:
 - Would you complete the work urgently and advise Council so that we can re-inspect for the Code Compliance Certificate.
- 3.4 No further inspections took place, and it appears that the applicant purchased the property from the first owner in July 2001. The territorial authority carried out a “final recheck” inspection on 27 September 2001 and the inspection record notes that outstanding items had not been completed, with the “majority of work still not carried out.”
- 3.5 A further recheck inspection was carried out on 8 August 2002, and the inspection record noted “remedial work still to be done” and that the house would “need re-inspection when property owner has rectified situation.”
- 3.6 It appears that tenants subsequently occupied the house, and no further inspections were carried out until the applicant arranged to sell the property in 2006, when a purchase offer was dependent on gaining a code compliance certificate. The territorial authority carried out a further recheck inspection on 15 February 2006, and noted that two items of bracing had not been completed and that the:

Alum joinery does not comply with NZBC E2 and B2 (second hand joinery).

3.7 Following a series of letters and emails between the applicant, the applicant's lawyer and the territorial authority, the territorial authority noted in an email to the applicant dated 21 February 2006:

The issue is not what needs to be done, but the fact that because of the age of the consent and the lack of requested inspections over the period since 2002, Council cannot be confident on reasonable grounds that the building work has since 1998, does now, or will comply with respect to durability and weathertightness.

3.8 The territorial authority did not issue a notice to fix as required under section 164(2) of the Building Act 2004.

3.9 The applicant's application for a determination was received by the Department on 13 March 2006.

4. The submissions

4.1 In a statement titled "Background to dispute with the Hauraki District Council", the applicant set out a detailed description of his involvement with the territorial authority since purchasing the property, concluding:

I have worked with the Hauraki District Council's building inspector with the purpose of getting a CCC and have done all he has asked me to do. The building consent authority that issued the building consent and inspected the project must issue the CCC.

4.2 The applicant forwarded copies of:

- the building plans and specification
- some of the consent documentation
- some of the inspection records
- the interim code compliance certificate
- the correspondence with the territorial authority.

4.3 The territorial authority made a submission in the form of a letter to the Department dated 27 March 2006, which noted that the applicant had not requested a Land Information Memorandum when he purchased the property and stated that it could not issue a code compliance certificate:

...as it cannot be reasonably satisfied, after issuing of the Interim certificate in September 2000 and a letter of requisition, that the building work which remained outstanding has not compromised the durability and weathertightness of the building.

4.4 The territorial authority forwarded copies of:

- the consent documentation
- the inspection records

- the correspondence with the applicant and the applicant’s lawyer.
- 4.5 Copies of the submissions and other evidence were provided to each of the parties. Neither party made any further submission in response to the submission of the other party.
- 4.6 The first draft determination was sent to the parties on 5 July 2006.
- 4.7 In an email to the Department dated 12 July 2006, the applicant attached a notice to fix dated 10 July 2006 and commented on the draft determination, noting that:
- the territorial authority had raised no concerns about the compliance of the cladding during construction of the house and the records indicate that the inspector was satisfied with the cladding
 - the glazing and remedial work to the second-hand joinery was carried out at the direction of the territorial authority’s inspector
 - the only remaining remedial work referred to in paragraph 3.6 was stated as “still noncomplying glazing in ranchsliders. Also 2 subfloor braces to be rectified. Roof plain (sic) brace still to be fitted into ceiling cavity”. This gave no indication of problems with the joinery or the cladding
 - deficiencies identified in the expert’s report are unexpected and distressing.
- 4.8 The territorial authority accepted the draft determination on 10 July 2006, and attached a copy of a letter to the applicant dated 13 July 2006, which noted that the issuing of the notice to fix prior to the final determination had been premature, and the notice would be cancelled.
- 4.9 I issued the second draft determination to the parties for comment on 13 September 2006. The second draft added the Clause B2 modification. Both parties accepted the second draft without comment.
- 4.10 I issued the third draft determination to the parties on 12 October 2006 for them to agree a date when all the building elements installed in the house, apart from items that have to be rectified as described in paragraph 6.3.1 complied with the Building Code Clause B2 Durability. Both parties accepted the draft citing 12 August 1998 as the time when compliance with B2 was achieved.
- 4.11 I considered all the responses of the parties to the draft determinations and have made those changes that I consider necessary.

Issue 1: The cladding

5. The expert's report

5.1 The expert inspected the claddings of the building on 20 April 2006, and furnished a report that was completed on 3 May 2006. The expert noted several variations to the consent drawings, including the addition of the pergola structure to the northeast wall. The expert also noted that the windows and doors were of “various colours, ages and makes” and that metal head flashings appeared satisfactory. Windows and doors on the northwest and southeast elevations appeared well sheltered beneath the eaves and verandah projections, but those on the gable ends had no protection from rain.

5.2 The expert took non-invasive moisture readings through interior linings of exterior walls throughout the house, and noted no elevated readings or signs of moisture. Invasive moisture readings were taken through the external wall cladding at the gable end walls, and the following elevated readings were recorded:

- 2 at 20% and 18% below the northeast pergola fixings
- 20% and 22% below the northeast horizontal joint
- 2 readings beyond the meter scale below the bathroom window sill
- 2 at 23% at floor joist level below the bathroom window sill
- 2 at 20% below the southwest horizontal joint.

Moisture levels above 18% recorded after cladding is in place generally indicate that external moisture is entering the structure.

5.3 The expert made the following specific comments on the cladding:

- The pergola is fixed over unsealed fibre cement and there is no top flashing or evidence of any sealing of the fixings where they penetrate the cladding.
- The windows have been face-fixed, with weatherproofing dependent on head flashings and unreliable sealant at the flanges.
- The horizontal joint at the gable ends is flashed with a uPVC “h” moulding which has gaps along its lengths. Sheet edges are unsealed and no capillary gap is provided, allowing moisture to “wick” into the junction.

5.4 A copy of the expert's report was provided to each of the parties on 8 May 2006.

6. Evaluation for code compliance

6.1 Evaluation framework

6.1.1 In evaluating the design of a building and its construction, it is useful to make some comparisons with the relevant Acceptable Solution⁴, in this case E2/AS1, which will assist in determining whether the features of this house are code compliant. However, in making this comparison, the following general observations are valid:

- Some Acceptable Solutions cover the worst case, so that they may be modified in less extreme cases and the resulting alternative solution will still comply with the Building Code.
- Usually, when there is non-compliance with one provision of an Acceptable Solution, it will be necessary to add some other provision to compensate for that in order to comply with the Building Code.

6.1.2 The approach in determining whether building work is weathertight and durable and is likely to remain so, is to apply the principles of weathertightness. This involves the examination of the design of the building, the surrounding environment, the design features that are intended to prevent the penetration of water, the cladding system, its installation, and the moisture tolerance of the external framing. The Department and its antecedents, the Building Industry Authority, have also described weathertightness risk factors in previous determinations (refer to Determination 2004/1 *et al*) relating to cladding and these factors are also used in the evaluation process.

6.1.3 The consequences of a building demonstrating a high weathertightness risk is that building solutions that comply with the Building Code will need to be more robust. Conversely, where there is a low weathertightness risk, the solutions may be less robust. In any event, there is a need for both the design of the cladding system and its installation to be carefully carried out.

6.2 Weathertightness risk

6.2.1 In relation to these characteristics I find that the building:

- is built in a medium wind zone
- is a maximum of one storey high
- is simple in plan and form
- has fibre cement cladding which is fixed directly to the framing
- has generous eaves projections but no verge projections
- has a pergola structure fixed to the wall

⁴ An Acceptable Solution is a prescriptive design solution approved by the Department that provides one way, but not the only way, of complying with the Building Code. The Acceptable Solutions are available from the Department's website at www.dbh.govt.nz.

- has external wall framing that is unlikely to be treated, so providing no resistance to the onset of decay if the framing absorbs and retains moisture.

6.2.2 When evaluated using the E2/AS1 risk matrix, these weathertight features show that all elevations of the building demonstrate a low weathertightness risk. The matrix is an assessment tool that is intended to be used at the time of application for consent, before the building work has begun and, consequently, before any assessment of the quality of the building work can be made. Poorly executed building work introduces a risk that cannot be taken into account in the consent stage but must be taken into account when the building as actually built is assessed for the purposes of issuing a code compliance certificate.

6.3 Weathertightness performance

6.3.1 Generally the cladding appears to have been installed in accordance with reasonable trade practice, however, some junctions, penetrations and edges are not well constructed as described in paragraph . I accept the expert's opinion that work is necessary to fix the following:

- poor weatherproofing of the pergola to wall junctions
- poor weatherproofing of the windows at the gable end walls
- poor weatherproofing of the horizontal junctions at the gable end walls
- any other building elements associated with the above that are consequentially discovered to be in need of rectification.

6.3.2 I note that, under the Acceptable Solution E2/AS1, the fibre cement sheet cladding of this house would not require a drained cavity.

6.3.3 I draw to the attention of the territorial authority the possibility of timber decay in the untreated wall framing of the gable end walls, and I consider that investigation into the condition of that timber is necessary to ensure that the structural integrity of the building has not been compromised during the 7 years of possible moisture penetration since the house was completed.

7. Conclusion

7.1 I am satisfied that the current performance of the monolithic cladding is not adequate because it is allowing significant water penetration into the building at the gable end walls at present. Consequently, I am satisfied that the cladding system as installed on the building does not comply with clause E2 of the Building Code.

7.2 In addition, the building is also required to comply with the durability requirements of clause B2. Clause B2 requires that a building continues to satisfy all the objectives of the Building Code throughout its effective life, and that includes the requirement for the house to remain weathertight. Because the cladding faults on the building are

likely to allow the ingress of moisture in the future, the house does not comply with the durability requirements of clause B2.

- 7.3 Subject to further investigations that may identify other faults, I consider that, because the faults that have been identified with the cladding system occur in discrete areas, I am able to conclude that satisfactory rectification of the items outlined in paragraph 6.3.1 should be expected to result in the building becoming and remaining weathertight and in compliance with clauses B2 and E2.
- 7.4 Effective maintenance of claddings is important to ensure ongoing compliance with clauses B2 and E2 of the Building Code and is the responsibility of the building owner. Clause B2.3.1 of the Building Code requires that the cladding be subject to “normal maintenance”, however, that term is not defined in the Act.
- 7.5 I take the view that normal maintenance is that work generally recognised as necessary to achieve the expected durability for a given building element. With respect to the cladding, the extent and nature of the maintenance will depend on the material, or system, its geographical location and level of exposure. Following regular inspection, normal maintenance tasks should include but not be limited to:
- where applicable, following manufacturers’ maintenance recommendations
 - washing down surfaces, particularly those subject to wind-driven salt spray
 - re-coating protective finishes
 - replacing sealant, seals and gaskets in joints.
- 7.6 As the external wall framing of this building is likely to be untreated, periodic checking of its moisture content should also be carried out as part of normal maintenance.
- 7.7 It is emphasised that each determination is conducted on a case-by-case basis. Accordingly, the fact that a particular cladding system has been established as being code compliant in relation to a particular building does not necessarily mean that the same cladding system will be code compliant in another situation.
- 7.8 In the circumstances, I decline to incorporate any waiver or modification of the Building Code in this determination.

8. The decision

- 8.1 In accordance with section 188 of the Act, I hereby determine that the monolithic cladding system as installed does not comply with clause E2 of the Building Code. There are a number of items to be remedied to ensure that the house becomes and remains weathertight and thus meets the durability requirements of the code. Consequently, I find that the house does not comply with clause B2. Accordingly, I confirm the territorial authority’s decision to refuse to issue a code compliance certificate.

- 8.2 I also find that rectification of the items outlined in paragraph 6.3.1 will consequently result in the house being weathertight and in compliance with clauses B2 and E2. Work to correct these items may expose additional associated defects not yet apparent. All rectification work is to be completed to the approval of the territorial authority.
- 8.3 I note that the territorial authority has not issued a notice to fix. A notice to fix should now be issued requiring the owners to bring the house into compliance with the Building Code. The notice to fix may list the items to be rectified but it should not specify how compliance is to be achieved as this is for the owner to propose and for the territorial authority to accept or reject. It is important to note that the Building Code allows for more than one method of achieving compliance.
- 8.4 I would suggest that the parties adopt the following process to meet the requirements of paragraph 8.3. Initially, the territorial authority should issue a notice to fix, listing all the items that the territorial authority considers to be non-compliant. The owner should then produce a response to this in the form of a detailed proposal, produced in conjunction with a competent and suitably qualified person, as to the rectification or otherwise of the specified issues. Any outstanding items of disagreement can then be referred to the Chief Executive for a further binding determination.

Issue 2: The additional durability considerations

9. Discussion

- 9.1 As set out in paragraph 3.7, the territorial authority has concerns about the durability, and hence the compliance with the building code, of certain elements of the building, taking into consideration the completion date of the building in 1998.
- 9.2 Before addressing these issues I sought clarification of general legal advice about waivers and modifications. I have now received that clarification, which has enabled me to make this determination.
- 9.3 It appears the building was substantially completed in 1998. The territorial authority carried out a final inspection on 31 August 2000, a “final recheck” inspection on 27 September 2001 and “further recheck inspections” on 8 August 2002 and 15 February 2006.
- 9.4 The relevant provision of clause B2 of the Building Code recognises that building elements must, with only normal maintenance, continue to satisfy the performance requirements of the Building Code for certain periods (“durability periods”) “from the time of issue of the applicable code compliance certificate” (clause B2.3.1).
- 9.5 These durability periods are:
- 5 years if the building elements are easy to access and replace, and failure of those elements would be easily detected during the normal use of the building

- 15 years if building elements are moderately difficult to access or replace, or failure of those elements would go undetected during normal use of the building, but would be easily detected during normal maintenance
- the life of the building, being not less than 50 years, if the building elements provide structural stability to the building, or are difficult to access or replace, or failure of those elements would go undetected during both normal use and maintenance.

9.6 It is not disputed, and I am therefore satisfied that all the building elements installed in the house, apart from items that have to be rectified as described in paragraph 6.3.1, complied with clause B2 in August 1998. This date has now been confirmed by both the applicant and the territorial authority since the publication of the third draft determination.

9.7 Section 433 provides that a building consent granted under the Building Act 1991 must be treated as if it were a building consent granted under section 49 except that section 93 (which stipulates the time within which a building consent authority must decide to issue a code compliance certificate) does not apply.

9.8 Section 67 of the Act provides that a territorial authority “may grant an application for a building consent subject to a waiver or modification of the building code” subject to “any conditions that the territorial authority considers appropriate”. I take the view that a territorial authority may grant such a waiver or modification only when it is reasonable to do so in the circumstances. (Section 69 effectively excludes the provision of waivers or modifications to the Building Code for access and facilities for use by people with disabilities)

9.9 Section 45(5) provides that an application for an amendment to a building consent granted under section 49 must be made as if it were an application for a building consent and section 45 “applies with any necessary modifications”.

9.10 I take the view that those sections are to be read as enabling a territorial authority to amend a building consent (whether granted under the Act or the former Act) by incorporating a waiver or modification of the Building Code.

9.11 Once the outstanding matters arising from Issue 1 are addressed to the territorial authority’s satisfaction, the territorial authority may then issue a code compliance certificate against the amended consent.

10 Procedure

10.1 Should the territorial authority have concerns about procedure, I take the view that:

- (a) Sections 92(1) and 94(1)(a) establish that a code compliance certificate must relate to all of the building work covered by the building consent to which that certificate relates. I take that to mean the building consent as amended (if at all) prior to the granting of the code compliance certificate. (See paragraph 10.5 below for a discussion of section 436).

- (b) Section 92(1) also establishes that it is no longer possible to issue an interim code compliance certificate (as it was under section 43(4) of the former Act).
 - (c) An amendment to building consent under section 45(5) does not create a new building consent in the sense that it is possible to issue separate code compliance certificates for the original building consent and for the amendment. After all, if an amendment deletes particular work as specified in the original consent and substitutes different work as specified in the amendment, then the work covered by the original consent will never be completed and accordingly it will be impossible to grant a code compliance certificate in respect of that work as distinct from the work specified in the amended consent.
 - (d) Amendments to building consents are not confined to changing the building work covered by the building consent concerned but may also change the other matters covered by the building consent such as procedures for inspection and so on, including any waivers or modifications of the Building Code.
 - (e) Any waiver or modification the Building Code should be documented in the territorial authority's records of the property to ensure that potential purchasers and subsequent owners are aware of the waiver or modification. If the waiver or modification was made by way of a determination then that determination should be identified on the Land Information Memorandum, with a copy of the determination on the property file for the building.
- 10.2 In coming to this view, I have had to consider section 436 of the Act, which sets out the transitional provision for issuing code compliance certificates for building work consented under the former Act.
- 10.3 Under section 43(3) of the former Act, a territorial authority was required to issue a code compliance certificate if it was satisfied that the building work complied with the Building Code subject to any previously approved waiver or modification.
- 10.4 The relevant parts of section 436 state:
- (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.

10.5 In Determination 2006/87, issued on 11 September 2006, I said

“4.2.12 There are two possible interpretations of section 436:

- a code compliance certificate may be issued only if the territorial authority considers the building work complies with the Building Code in force at the time the building consent was granted; or
- a code compliance certificate may be issued if the territorial authority considers the building work complies with the Building Code in force at the time the building consent was granted, but allowing for any waivers and modifications to the Building Code incorporated in the building consent.

“4.2.13 The first interpretation is premised on section 436(3)(b)(i) replacing section 43(3) of the 1991 Act. It relies on the use of the word “only” in section 436(3)(b)(i) as excluding the possibility of the territorial authority considering anything other than compliance against the Building Code in force at the time the building consent was granted, meaning that a territorial authority would not be able to consider any waivers or modifications to the Building Code that were incorporated in the building consent.

“4.2.14 In comparison, the second interpretation is that section 436(3)(b)(i) does not replace section 43 of the 1991 Act, but that it must be read alongside section 43(3) as much as possible. Under this interpretation, section 436(3)(b)(i) should be read as modifying section 43(3) only in respect of the new element it adds to the code compliance certificate test; it merely changes the version of the Building Code that compliance should be measured against, from the version in force at the time the application for a code compliance certificate was made, to the version in force at the time the building consent was granted.

“4.2.15 The effect of the first interpretation would be that owners who have been granted waivers or modifications to the Building Code (whether under the 1991 Act or through an amendment to a consent under the 2004 Act) would never be able to obtain a code compliance certificate. Essentially, these owners, who may have relied in good faith on waivers or modifications legitimately granted to them, would be left in perpetual limbo.

“4.2.16 This would be most undesirable. It would be the reverse of the usual situation under both the 1991 and 2004 Acts and, in my view, does not fit with the purpose and scheme of the Building Act 2004. As far as possible, an owner should obtain a code compliance certificate for all work requiring a building consent and for which a consent was granted. A grant of a waiver or modification should not stop this.

“4.2.17 Furthermore, there is nothing in the transitional provisions of the 2004 Act that supports such a result; for cases where waivers or modifications have been granted, the Act does not provide for any outcome other than to obtain

a code compliance certificate. In comparison, section 437(1)(b) provides for an owner to obtain a certificate of acceptance if they are unable to obtain a code compliance certificate because the building certifier no longer exists.

“4.2.18 For the reasons set out above, I prefer the second interpretation relating to section 436(3)(b)(i)”.

10.6 I continue to hold that view, and therefore conclude that:

- (a) The territorial authority has the power to grant an appropriate modification of clause B2 in respect of all the building elements installed in the house, apart from items that have to be fixed as described in this determination, if the applicant applies for such a modification.
- (b) It is reasonable to grant such a modification, with appropriate notification, because in practical terms the building is no different from what it would have been if a code compliance certificate had been issued during 1998.

10.7 I strongly recommend that the territorial authority record this determination, and any waiver resulting therefrom, on the property file and any LIM for the property.

11 The decision

11.1 In accordance with section 186, I hereby determine:

- (a) that all the building elements installed in the house, apart from items that are to be fixed as described in this determination, complied with clause B2 at 12 August 1998.
- (b) that, should the applicant so request, the territorial authority must modify the territorial authority’s decision to issue the building consent to the effect that the building consent is amended as follows:

This building consent is subject to a modification of the Building Code to the effect that clause B2.3.1 applies from 17 August 1998 instead of from the time of issue of the code compliance certificate for all building elements except those elements set out in paragraph 6.3.1 of Determination 2006/109.

- (c) that, once the defects set out in paragraph 6.3.1 of this determination have been fixed to its satisfaction, the territorial authority is to issue a code compliance certificate in respect of the building consent as amended.

Signed for and on behalf of the Chief Executive of the Department of Building and Housing on 16 November 2006.

John Gardiner
Determinations Manager