

Your Healthy Homes Assessment

5 Cassini Pl Leeston 7632
ID 114798
Monday, June 26, 2023

Betta Property Compliance

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Your Inspection Details



YOUR INSPECTOR

TONI DRAKE

Email: toni.d@bettagroup.co.nz **Mobile**: (027) 513-4304 **Freephone**: 0800 422 386

CLIENT NAME	The Property Owner C/- Bayleys Canterbury
DATE OF INSPECTION	Monday, June 26, 2023
INSPECTION ID	114798
INSPECTED PROPERTY ADDRESS	5 Cassini Pl Leeston 7632
REQUESTED BY	Property Manager.
PEOPLE PRESENT	Property Manager
TENANTS DETAILS	The property was vacant at the time of the inspection.
WEATHER DURING INSPECTION	

Your Report Summary

This report focuses on the seven Healthy Homes compliance components. These components are:
1. Heating, 2. Insulation, 3. Ventilation, 4. Drainage & Guttering, 5. Draughts, 6. Moisture Barrier

Below is a summary of the ratings for each compliance component for 5 Cassini Pl Leeston 7632.

1. HEATING



The compliance rating for heating is **green**

2. INSULATION



The compliance rating for insulation is **green**

3. VENTILATION



The compliance rating for ventilation is **green**

4. DRAINAGE & GUTTERING



The compliance rating for drainage and guttering is **green**

5. DRAUGHTS



The compliance rating for draughts is **green**

6. MOISTURE BARRIER



The compliance rating for moisture barrier is **green**

Summary of Compliance

Section	Compliance	Notes
Heating	G	As per the calculator, the Heating required for the living area complies with the Healthy Homes Standards.
Insulation	G	**Ceiling:** The ceiling insulation complies due to the insulation exceeding the minimum R3.3 rating required for this climate zone. **Underfloor:** Areas of homes with concrete slab on ground floors are not required to be insulated and therefore comply.
Ventilation	G	**Kitchen/s:**Kitchen Extractor Complies with Healthy Homes standards, which state that 'kitchen extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors'. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 150 mm. **Bathroom/s:** Bathroom Extractor Complies with Healthy Homes standards, which state that 'bathroom extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors'. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 120 mm. **Ensuite:** ensuite Extractor Complies with Healthy Homes standards, which state that 'ensuite extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors'. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 120 mm. **Windows:** The window ventilation section of the Healthy Homes Standards is fully compliant.
Drainage & Guttering	G	Drainage & Guttering Complies with Healthy Homes Standards at the time of inspection.
Draughts	G	This home is fully compliant with all aspects of the draughts section of the Healthy Homes Standards.
Moisture Barrier	G	This dwelling has a concrete floor slab. Therefore, a moisture barrier is not required.

Inspection Results Interpretation

Within the report data sheet, the below colour rating has been attributed to each of the Healthy Homes elements.

Colour Rating	Rating	Definition
	Complies	The inspector has determined that the Healthy Homes element complies (by meeting the minimum required standard) with the Residential Tenancies (Healthy Homes Standards) Regulations 2019.
	Does **not** comply	The inspector has determined that the Healthy Homes element does not meet the minimum required standard of the Residential Tenancies (Healthy Homes Standards) Regulations 2019. Work is required to meet compliance.

Insulation Minimum Values			
Zone 1 & 2		**Zone 3**	
Ceiling	R2.9	Ceiling	R3.3
Underfloor	R1.3	Underfloor	R1.3



THE PROPERTY OWNER C/- BAYLEYS CANTERBURY
RE: HEALTHY HOMES INSPECTION

PURPOSE

The purpose of the Healthy Homes report is to establish whether the property complies with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. The inspection report will document what is required to either confirm the PCBU is compliant with the current Healthy Homes regulations or provide enough information for the PCBU to understand what is required to make the property comply.*Please note Toni Drake has acted independently and has acted impartially at all times.*

METHODOLOGY

The inspector will systematically work their way around the interior and exterior of the property documeting the six key standards of a Healthy Home - Heating, Insulation, Ventilation, Moisture, Drainage and Draught Stopping.

LIMITATIONS

- Every care has been taken in carrying out this inspection to communicate an accurate record of the property's current level of compliance with the Residential Tenancies (healthy Homes Standards) Regulations 2019.
- The inspection is a record of what was inspected on the day of the inspection. Compliance aspects of the house can change from time to time.
- Furniture, fixtures and fittings or any chattels in the property including the tenant's personal possessions will not be moved during the course of the inspection. This can make it difficult and at times impossible to make comment on areas of the property. If this is the case, this will be noted in the report.
- The report is based on a visual inspection only.
- This report is not a structural, electrical, building, asbestos or methamphetamine report, nor does it focus specifically on any other aspects of the property othat than the six standards that make a healthy home (for the avoidance of the doubt these are heating, insulation, ventilation, moisture, drainage and draught stopping).
- The statements contained in this report are prepared solely for the purpose of determining the health of a building. It is not to be interpreted or utilized in any other manner whatsoever (including but not limited to soundness of the structure or defects).
- The report is prepared for the client to whom this report is addressed and no liability will be accepted for any third party, incorrect use or omission.
- This report is to be read in conjunction with the Betta Property Compliance terms of trade.

OTHER

Photographs of the property were taken at the time of the inspection unless the client expressly requested otherwise. Areas that could not be access do not form part of this report. If you have any questions regarding the scope of the inspection, please do not hesitate to call 0800 422 386 to discuss.

Thank you for choosing Betta Property Compliance to undertake your Healthy Homes inspection report.

Kind Regards

Toni Drake

Drake Contracting (Chch) Ltd t/a Betta Property Compliance.

CERTIFICATE OF COMPLIANCE

Presented to

5 Cassini Pl Leeston 7632

By Betta Property Compliance

In recognition of your achievement of complying with Betta Property Compliance requirements of meeting the Residential Tenancies (Healthy Homes Standards) Regulations 2019.

Job Reference 114798
Client Name The Property Owner C/- Bayleys Canterbury

Issue Date 26/06/2023
Expiry Date 26/06/2026

Toni Drake
Issued By



Your Property Report



HEATING

This section covers the heat source. Only the heat source in the main living area is assessed in this report. The functionality of the heat source was not inspected or commented on, nor was its efficiency. This report only comments on its compliance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. No heat sources where operated or tested as part of this inspection.

Where any technical knowledge or any specific tools or skills are required, the landlord is generally required to maintain the heating device including cleaning any filters. This comes under their obligation to keep the heater source in good working order. Eg. A flued gas heater must have its fixtures and fittings in good working order to ensure there is not gas leak. Additionally a wood burner must have its flue and chimney in good working order to ensure it is safe to operate. The inspector is unable to ascertain this information from the inspection and this is not reported on within this report.

In order to meet Healthy Homes compliance, gas heaters must be flued. Approved gas heaters should have a compliance label on the side stating kW or BTU output. If there is no label, then the landlord or property manager is required to check compliance / engage the services of a gas filter / heating specialist & ascertain safety.

Wood and pellet burners require a building consent for installation or modification and must meet council requirements, plus any National Environmental Standards for Air Quality. This has been unable to be confirmed by the inspector, therefore this has not been commented on in this report.

Required heating capacity are calculated using a custom-built calculator not the online calculator provided for the public. Results may vary slightly from online calculations.

HEATING REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

8(1) The main living room of the premises must be heated by 1 or more qualifying heaters with a total heating capacity of at least the required heating capacity for the main living room.
9(1) A heater is a qualifying heater if
(a) it is installed as a fixture to the premises; and
(b) either
(i) the heater (or if it is a fixed heat pump, the indoor unit) is in the living room; or
(ii) the heater supplies heat directly into the living room (for example, through a duct or
(c) it has a heating capacity of at least 1.5 kW; and
(d) if it is an electric heater or a fixed heat pump, it has a thermostat; and
(e) it is not an unacceptable heater.
(2) Each of the following is an unacceptable heater:
(a) an open fire:
(b) an unflued combustion heater:
(c) if the required heating capacity for the living room is greater than 2.4 kW, an electric heater.
(3) In this regulation, electric heater means an electric heater that is not a fixed heat pump fixed heat pump means a heat pump that is permanently wired into the premises' electrical system.

HEATING CALCULATIONS

The required heating capacity for a living room is to be calculated using the following formula:
$h = [t + v + (f \times 40)] / 1000$

Where-
h is the required heating capacity for the living room (kW)
t is the transmission heat loss of the living room (W)
v is the ventilation heat loss of the living room (W)
f is the area of the floor of the living room (m^2)

$h = [2447.75 + 332.86 + (37 \times 40)] /1000$

RESTRICTIONS

None

HEATING

HEAT SOURCE TYPE

Heat pump



HEAT SOURCE MAKE

Fujitsu

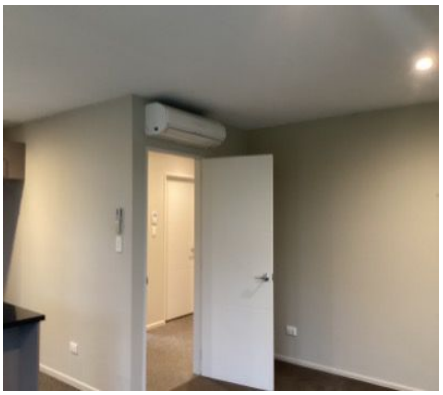
HEAT SOURCE RATING/CAPACITY

6kW



IS THE HEAT SOURCE POSITIONED TO HEAT THE MAIN LIVING ROOM

Yes



DOES THE HEAT SOURCE HAVE THERMOSTAT

Yes

HEAT SOURCE CONDITION

Operational

REQUIRED HEATING CAPACITY

3.34kW

COMPLIANCE

G

ADDITIONAL COMMENTS

As per the calculator, the Heating required for the living area complies with the Healthy Homes Standards.



INSULATION

This section covers the roof and underfloor spaces. Due to Health & Safety requirements the subfloor and roof space is only inspected from the manholes, and therefore those areas which could not be viewed from the manholes could not be commented on.

INSULATION REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

14 Qualifying ceiling insulation

(1) Ceiling insulation is qualifying ceiling insulation if all of the following apply:

(a) the insulation's R-value, when it was installed, was,

(i) if the premises are in zone 1 or zone 2, at least 2.9; or

(ii) if the premises are in zone 3, at least 3.3:

(b) the insulation was installed in accordance with NZS 4246:2016: (located on page 10 of thisvreport)

(c) the insulation is in a reasonable condition (or better).

(2) If the ceiling insulation for an area of ceiling consists of 2 or more products installed on top of each other, the insulation's R-value for the purposes of subclause (1)(a) is to be determined by

(a) determining the R-value of each product when it was installed; and

(b) adding those R-values together

16 Qualifying underfloor insulation

(1) Underfloor insulation is qualifying underfloor insulation if all of the following apply:

(a) the insulation's R-value, when it was installed, was at least 1.3:

(b) the insulation was installed in accordance with NZS 4246:2016: (located on page 10 of this report)

(c) the insulation is in a reasonable condition (or better).

(2) If the underfloor insulation for an area of floor consists of 2 or more products installed on top of each other, the insulation's R-value for the purposes of subclause (1)(a) is to be determined by

(a) determining the R-value of each product when it was installed; and

(b) adding those R-values together

18 Determining whether insulation is in reasonable condition

(1) In determining whether insulation is in reasonable condition (or better), the following matters must be taken into account:

(2) Without limiting subclause (1), ceiling insulation is not in reasonable condition if the minimum thickness of the insulation material is less than 120 mm.

(3) However, subclause (2) does not apply if the landlord proves that

(a) the insulation's R-value, when it was installed, was the value specified in regulation 14(1)(a)(i) or (ii) (as applicable); and

(b) the current thickness of the insulation material is 70% or more of its thickness when it was installed (even if its current thickness is less than 120 mm).

In addition Ceiling insulation installed before 1 July 2016 is exempt from R-Values provided the minimum thickness of the insulation material is at least 120 mm. If records show it was installed post 2016, then it will need to be topped up to meet the R2.9 / R3.3 requirement for this climate zone.

CEILING RESTRICTIONS

None

CEILING

INSULATION TYPE

Fiberglass batts.



WHAT IS THE THICKNESS OF THE INSULATION

195mm



INSULATION CONDITION

Good Condition

R VALUE

R4.0

COMPLIANCE

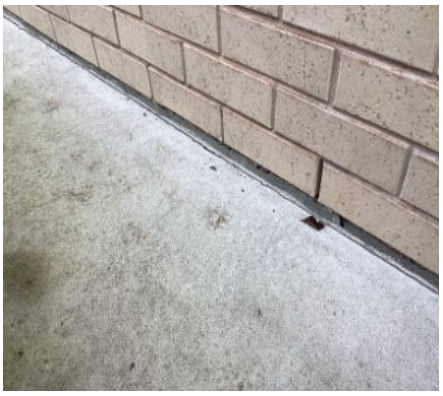
G

COMMENTS

The ceiling insulation complies due to the insulation exceeding the minimum R3.3 rating required for this climate zone.

UNDERFLOOR RESTRICTIONS

Concrete slab (insulation is therefore not required).



UNDERFLOOR

INSULATION TYPE

N/A

WHAT IS THE THICKNESS OF THE INSULATION?

N/A

INSULATION CONDITION

N/A

R VALUE

R1.3

COMPLIANCE



COMMENTS

Areas of homes with concrete slab on ground floors are not required to be insulated and therefore comply.



VENTILATION

This section covers the ventilation of each habitable space. This report only comments on its compliance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. No mechanical ventilation was tested as part of this inspection.

VENTILATION REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

21 Openable windows or external doors

(1) Each habitable space in the premises must have 1 or more qualifying windows or doors.

(2) The total openable area of the qualifying windows or doors in the habitable space must be at least 5% of the floor area of the habitable space.

(3) A window, skylight, or door is a qualifying window or door if it

(a) opens to the outdoors; and

(b) is designed and built in a way that allows it to remain fixed in the open position during normal occupation of the premises

(4) The openable area of a qualifying window or door is its net openable area on the internal face of the building element in which it is located.

23 Extractor fans for kitchens and bathrooms

(1) Each kitchen and bathroom in the premises must have an extractor fan installed in it.

(2) For a kitchen,

(a) the fan and all exhaust ducting must have a diameter of at least 150 mm; or

(b) the fan and all exhaust ducting must have an exhaust capacity of at least 50 /s.

(3) For a bathroom,

(a) the fan and all exhaust ducting must have a diameter of at least 120 mm; or

(b) the fan and all exhaust ducting must have an exhaust capacity of at least 25 /s.

In addition (as per tenancy services release Aug 2019) :
Extractor fans installed BEFORE 1 July 2019: No minimum size or performance requirements but fans must be in good working order and ventilate to outdoors. This means that the range hood or extractor fan must not vent back into the kitchen or bathroom, into a roof space or other space. Any ducting must be connected, intact (i.e. without tears or holes) and installed so that extracted air can flow freely through it (e.g. no unnecessary kinks or compressions). Any grills or filters must be unclogged.

RESTRICTIONS

None

KITCHEN/S

MECHANICAL VENTILATION TYPE

Rangehood



MECHANICAL VENTILATION CONDITION

Operational

IS THE SIZE OF THE MECHANICAL VENTILATION ADEQUATE

Yes

ARE ALL MECHANICAL VENTS VENTILATING TO THE EXTERIOR

Yes



COMPLIANCE

G

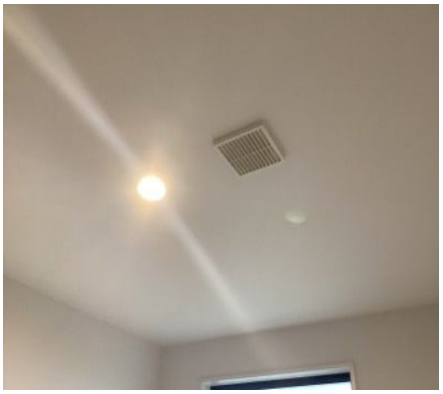
ADDITIONAL COMMENTS

Kitchen Extractor Complies with Healthy Homes standards, which state that 'kitchen extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors'. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 150 mm.

BATHROOM/S

MECHANICAL VENTILATION TYPE

Mechanical Fan



MECHANICAL VENTILATION CONDITION

Operational

IS THE SIZE OF THE MECHANICAL VENTILATION ADEQUATE

Yes

ARE ALL MECHANICAL VENTS VENTILATING TO THE EXTERIOR

Yes



COMPLIANCE

G

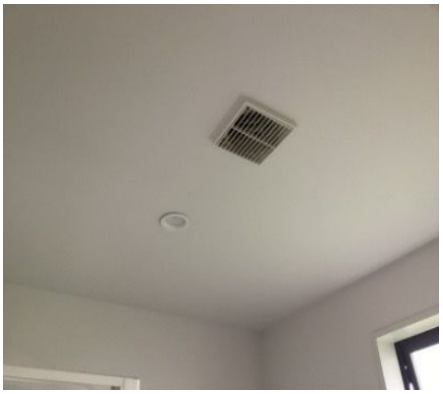
ADDITIONAL COMMENTS

Bathroom Extractor Complies with Healthy Homes standards, which state that 'bathroom extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors'. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 120 mm.

ENSUITE

MECHANICAL VENTILATION TYPE

Mechanical Fan



MECHANICAL VENTILATION CONDITION

Operational

IS THE SIZE OF THE MECHANICAL VENTILATION ADEQUATE

Yes

ARE ALL MECHANICAL VENTS VENTILATING TO THE EXTERIOR

Yes



COMPLIANCE

G

ADDITIONAL COMMENTS

ensuite Extractor Complies with Healthy Homes standards, which state that ‘ensuite extractor fans installed before 1st July 2019 have no minimum size or performance requirements but fans must be in good working order and ventilate to outdoors’. This extractor appears to comply with these requirements, however if Property Manager/Landlord is aware that the installation took place after 1/7/19 then the ducting will need to comply with the minimum of 120 mm.

WINDOWS

DOES THE AREA OF THE WINDOW MEET THE MINIMUM 5% REQUIREMENT OF FLOOR SPACE IN EACH ROOM

Yes

IS THERE ONE OPENING WINDOW OR DOOR IN EACH HABITABLE ROOM?

Yes



Living area



Kitchen



Tv room/2nd lounge



Bdrm 1



Bdrm 2



Bdrm 3



Bdrm 4

ARE ALL EXTERIOR OPENING WINDOWS AND DOORS ABLE TO BE FIXED IN POSITION?

Yes

COMPLIANCE

G

ADDITIONAL COMMENTS

The window ventilation section of the Healthy Homes Standards is fully compliant.



DRAINAGE & GUTTERING

This section covers site drainage and roof water management. It does not comment on the weathertightness of the property or any water ingress. The report only comments on its compliance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. Due to the nature of some sites inspection may be limited for both the site drainage and guttering systems due to factors such as planting, elevation and site contour. The efficiency of the drainage or guttering systems where not tested. The systems were visually inspected only.

DRAINAGE & GUTTERING REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

27 Tenancy building to have efficient drainage system

(1) The tenancy building must have a drainage system that efficiently drains storm water, surface water, and ground water to an appropriate outfall.

(2) The drainage system must include appropriate gutters, downpipes, and drains for the removal of water from the roof.

RESTRICTIONS

None

DRAINAGE & GUTTERING

IS THERE ANY EVIDENCE OF STORMWATER POOLING/PONDING AROUND THE SITE

No

DO ALL THE ROOF AREAS HAVE GUTTERS & DOWNPIPES CATCHING THE ROOF WATER

Yes





GUTTER & DOWNPIPE CONDITION

Operational



DO THE DOWNPIPES DISCHARGE INTO A STORMWATER RETICULATION SYSTEM

Yes



COMPLIANCE

G

ADDITIONAL COMMENTS

Drainage & Guttering Complies with Healthy Homes Standards at the time of inspection.



DRAUGHTS

This section covers the draughts between the interior and exterior of the building. Draughts can vary in severity depending on building movement, and may be affected by thermal expansion. Only major draughts consisting of a gap of over 3mm will be commented on.

DRAUGHTS REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

25 Open fireplaces to be blocked

(1) If the premises have an open fireplace, it must be closed off, or its chimney must be blocked, in a way that prevents draughts into and out of the premises through the fireplace.

(2) However, subclause (1) does not apply if

(a) the tenant requests in writing that the fireplace be available for use; and

(b) the landlord agrees to the request

(3) If subclause (1) is disapplied under subclause (2), the fireplace and its chimney must be

(a) free from gaps or holes that allow draughts into or out of the premises and that are not necessary for the safe and efficient operation of the fireplace; and

(b) maintained in good working order.

26 Gaps and holes that allow draughts

(1) The premises must be free from gaps between, and holes in, building elements that

(a) are not intentional parts of the construction of the premises (such as drainage and ventilation openings); and

(b) allow draughts into or out of the premises; and

(c) are unreasonable.

(2) In determining whether a gap or hole is unreasonable for the purposes of subclause (1)(c), the following matters may be taken into account:

(a) the size and location of the gap or hole:

(b) the extent of the draught that is allowed through the gap or hole:

(c) if there is more than 1 gap or hole at the premises, the extent of the total draught that is allowed through those gaps and holes:

(d) the likely impact that a draught through the gap or hole will have on heat loss from the premises:

(e) any other relevant matters, subject to subclause (3)

(3) In determining whether a gap or hole is unreasonable for the purposes of subclause (1)(c), the age and condition of the premises or tenancy building must not be taken into account.

RESTRICTIONS

None

DRAUGHTS

ARE THERE ANY OPEN FIRES LOCATED IN THE DWELLING THAT ARE NOT ADEQUATELY SEALED

No

ARE THERE ANY GAPS OR CRACKS LARGER THAN 3MM WHICH MAY CAUSE DRAUGHTS

No

COMPLIANCE



ADDITIONAL COMMENTS

This home is fully compliant with all aspects of the draughts section of the Healthy Homes Standards.



MOISTURE BARRIER

This section covers the moisture barrier in the subfloor. It does not comment on the weathertightness of the property or any water ingress. The report only comments on its compliance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. Due to Health & Safety requirements the subfloor is only inspected from the manhole, and therefore those areas which could not be viewed from the manholes could not be commented on.

MOISTURE BARRIER REQUIREMENTS

AS DOCUMENTED IN THE RESIDENTIAL TENANCIES (HEALTHY HOMES STANDARDS) REGULATIONS 2019.

28 Suspended floors to have ground moisture barrier

(1) This regulation applies if

(a) the tenancy building has a suspended floor; and

(b) the subfloor space is enclosed.

(2) The tenancy building's subfloor space must

(a) have a ground moisture barrier that

(i) is made of a material that meets the specifications for an onground vapour barrier set out in section 8 of NZS 4246:2016; and

(ii) was installed in accordance with section 8 of NZS 4246:2016; or

(b) have an alternative ground moisture barrier that

(i) has a vapour flow resistance of at least 50 MN s/g; and

(ii) was installed by an appropriate professional installer.

(3) A subfloor space is enclosed if the airflow into and out of the space is significantly obstructed along at least 50% of the perimeter of the subfloor space by 1 or more of the following:

(a) a masonry foundation wall:

(b) cement boards, timber skirting, or other cladding:

(c) other parts of the building or any adjoining structure:

(d) any other permanent or semi-permanent structure that significantly obstructs airflow:

(e) rock, soil, or other similar material.

RESTRICTIONS

Concrete slab therefore not inspected



MOISTURE BARRIER

IS THE SUBFLOOR ENCLOSED

No

IS THERE AN ADEQUATELY INSTALLED GROUND VAPOUR BARRIER

N/A

IS THE SUBFLOOR VENTILATED

N/A

COMPLIANCE

G

ADDITIONAL COMMENTS

This dwelling has a concrete floor slab. Therefore, a moisture barrier is not required.

DEFINITIONS

(as per the Residential Tenancies (Healthy Homes Standards) Regulations 2019).

BATHROOM

Means a domestic living space in which a bath or shower is installed.

DOMESTIC LIVING SPACE

Means an interior space of a building that is a space for activities normally associated with domestic living.

EXTRACTOR FAN

Means an extractor fan that vents extracted air to the outdoors.

HABITABLE SPACE

Means a domestic living space excluding any bathroom, laundry, toilet, pantry, walk-in wardrobe, corridor, hallway, lobby, clothes-drying room, or other space of a specialised nature occupied neither frequently nor for extended periods.

KITCHEN

Means a domestic living space in which an indoor cooktop is installed.

LIVING ROOM

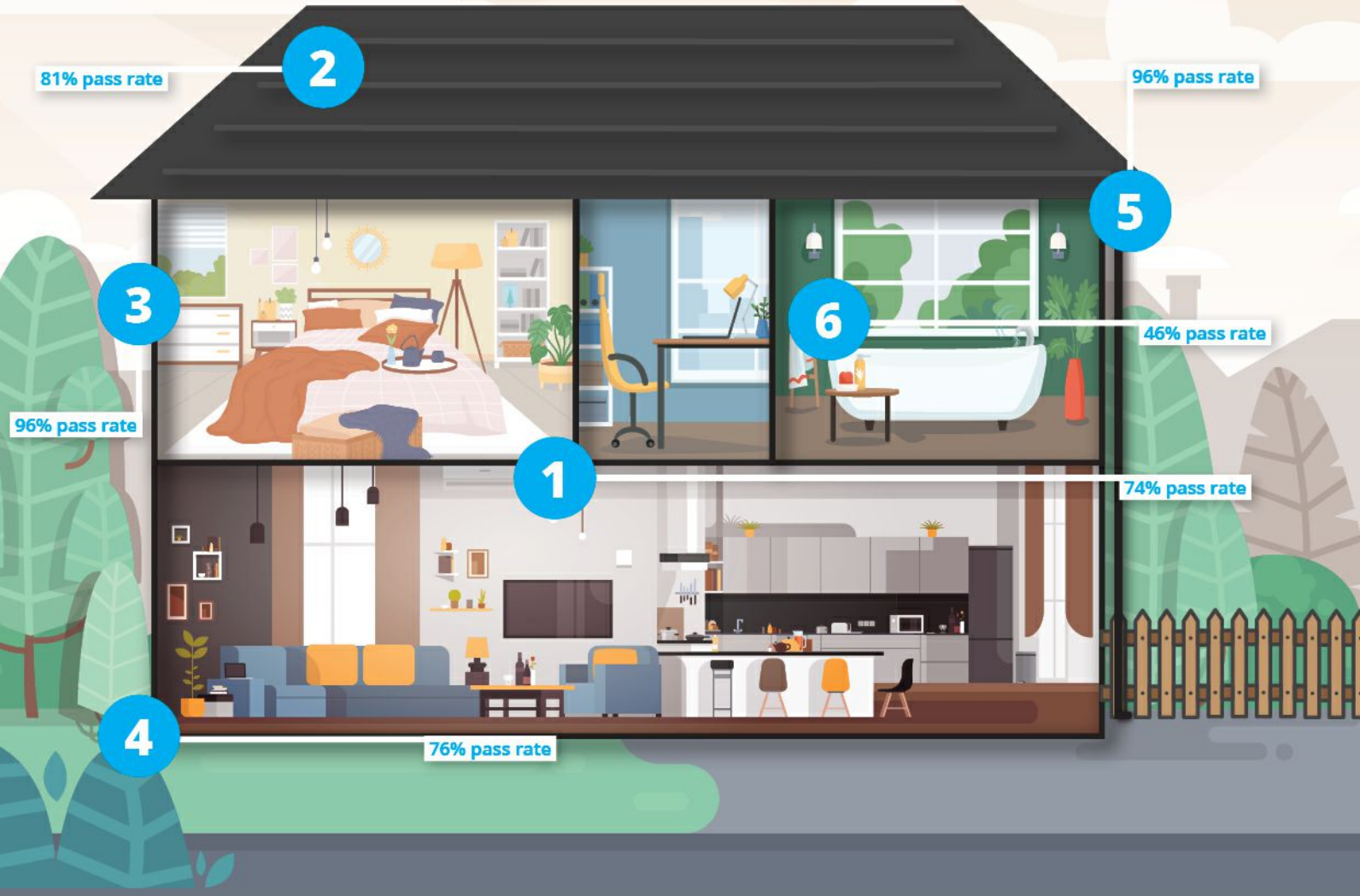
Means a room that consists of, or includes, a habitable space that is for use, or could reasonably be expected to be used for general everyday living, whether as a lounge room, dining room, sitting room, family room, or other similar use.

ROOM

Room means an area within residential premises that—
(a) consists of, or includes, 1 or more habitable spaces; and
(b) is or can be fully enclosed by the floor, the ceiling, floor-to-ceiling walls, and closeable windows and doors.

MEANING OF NOT RESONABLY PRACTICABLE TO INSTALL

It is not reasonably practicable to install something at any premises or tenancy building if, because of the way the premises or tenancy building is designed or built,—
(a) a professional installer cannot access the relevant area of the premises or tenancy building to install the thing without—
  (i) carrying out substantial building work; or
  (ii) causing substantial damage to the premises or tenancy building; or
(b) a professional installer cannot install the thing without creating greater risks to the health or safety of any person than are normally acceptable when something of that kind is being installed by a professional installer; or
(c) it is otherwise not reasonably practicable for a professional installer to install the thing.



1 HEATING

Landlords must provide one or more fixed heaters that can directly heat the main living room.

2 INSULATION

Ceiling and underfloor insulation has been compulsory in all rental homes since 1 July 2019.

3 VENTILATION

Rental homes must have openable windows in the living room, dining room, kitchen and bedrooms.

4 MOISTURE INGRESS

Rental properties with an enclosed sub-floor space must have a ground moisture barrier.

5 DRAINAGE

Rental properties must have efficient drainage for the removal or storm water, surface water and ground water.

6 DRAUGHTS

Landlords must make sure the property doesn't have unreasonable gaps or holes in walls, ceilings, windows, skylights, floors and doors which cause noticeable draughts.

Betta Property Compliance

**The pass rates referred to in this image are based on data in our reports collected in 2021.

Our Story

"Growing up in a single income family where sacrifices had to be made to get ahead, one thing that made our lives easier was the fact that we owned our family home. It was this realisation that property was a lever which could provide me, and so many others, with the opportunity of a better life, that I decided to dedicate my career to the property industry." **– Matt Mason, CEO**

Betta Group was founded on strong family values and the kiwi can-do attitude. From the humble beginnings in 2011, to now being the largest property inspection and compliance company in New Zealand, it is safe to say Betta Group has grown. We now have a large customer service team based in Hawkes Bay handling all bookings and client care. We operate with a licenced business model, which means each brand is locally owned and operated.

We have had bespoke software developed, tailored to our inspectors' and clients' needs. Betta Group has over 50 individual licensees across New Zealand, which do, on average, 1 in 10 property inspections throughout New Zealand. We have nationwide coverage and pride ourselves on protecting hard-working Kiwis every day. With a rapidly growing business comes a rapidly growing team, along with an ever-growing suite of services for our clients. Betta Group's company foundations have enabled our licensees to protect and support more Kiwi property owners than any other inspection team in New Zealand history.

We will always do our absolute best every day to care for every one of our clients. This is why we are proud of what we do and grateful that you have chosen Betta Group to complete your property inspection.

Betta Inspect It

Betta Property Compliance

Betta Asbestos Consultancy

I would like to take this opportunity to thank you for choosing Betta Property Compliance as your Healthy Homes assessor.

Our commitment to providing unbiased, independent property inspections is something we take great pride in. As New Zealand's largest property inspection company, your report has been completed by a local inspector, who is part of our nationwide team. We have completed in excess of 75,000 inspections across the country, which is why we can say that our team has the experience and confidence to be able to provide you with the best possible service in our industry. Thank you again.

- Matt Mason

Thank You
for choosing us



Our Terms & Conditions

SCOPE OF INSPECTION

Particulars

C. The parties are:

1. **Contractor**: Toni Drake on behalf of Drake Contracting (Chch) Ltd trading as Betta Property Compliance (For the avoidance of doubt, the client is engaging Drake Contracting (Chch) Ltd, NOT the individual inspector undertaking the inspection or the Contractor's licensor, Betta NZ Limited).
2. **Client**: The Property Owner C/- Bayleys Canterbury being the person(s) who has/have accepted these terms and conditions.

D. These terms and conditions apply to any of the following Works requested by the Client which the Contractor
has agreed, in writing, to supply:

a. Playground Safety Audit - Schedule One
b. Healthy Homes Inspection - Schedule Two
c. Rental Property Inspection - Schedule Three
d. Initial Methamphetamine Testing - Schedule Four - Part I
e. Detailed Methamphetamine Testing . Schedule Four. Part II
f. Lead Testing - Schedule Five
g. Mould Testing - Schedule Six

E. The Works shall be performed at the address(es) requested by the Client and confirmed in writing by the Contractor (individually and collectively referred to as 'the Property').

The Contractor and the Client agrees that the Contractor will supply the Works subject to the following terms and conditions:

1. Definitions

1.1. 'Building or buildings and/or units' are any building, buildings and/or units inspected and/or tested at the Property.

1.2. 'Contractor' shall mean the Contractor named in the above Particulars at clause C i as a party to these terms and conditions, its successors and assigns.

1.3. 'Client' shall mean the person(s) and/or legal entity and/or entities named or otherwise described in the above Particulars at clause C ii above as a party to these terms and conditions.

1.4. 'Equipment' means playground equipment, if any, at Property specified in clause E above.

1.5. 'Works' , unless otherwise mutually agreed in writing by the Contractor and the Client, shall mean the Works specified in clause D above (as requested by the Client and by which the Contractor has agreed, in writing to supply), at Property specified in clause E above

1.6. 'Fee' shall mean, subject to clause 3, the price payable for the Works specified in the above Particulars at clause B plus GST.

1.7. 'Scope of Works' shall mean the Scope of Works as defined in clause 11 and the applicable Schedule(s).

1.8. 'Report' shall mean any written Report(s) and/or plan supplied by the Contractor to the Client as part of the Works.

2. Interpretation

2.1. Singular words include the plural and vice versa.

2.2. References to clauses and schedules are to clauses in, and schedules to, these terms and conditions (unless stated otherwise). In the event of a conflict or inconsistency between the provisions of any Schedule and these terms and conditions, the terms and conditions shall prevail.

3. Price & Payment

3.1 Unless otherwise agreed in writing, the Client shall pay the Fee prior to the date that the Contractor commences the Works.

3.2 The Contractor reserves the right to amend the Fee in the event of any variation from the plan of scheduled Works or specifications including, but not limited to, any revisit in terms of clause 12.3, or any variation as a result of additional work required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor. The Contractor will advise the Client of any change to the Fee in writing.

4. Time of Supply

4.1. The Works shall be supplied at approximately the date(s) and time(s) agreed by the Contractor and the Client. However, while the Contractor will make a reasonable effort to supply the Works at the date(s) and time(s) agreed, the Contractor reserves the right to vary the date(s) and time(s) that the Works are supplied at its absolute discretion.

5. Consumer Guarantees Act

5.1 These terms and conditions are subject to the Consumer Guarantees Act 1993 ('the Act'). To the extent that these terms and conditions apply to a 'Consumer' as defined by the Act, and are inconsistent with Act, the provisions of the Act shall prevail.

5.2 If the Client is acquiring or otherwise being supplied with Works for the purpose(s) of a trade or business, the Client acknowledges that the provisions of the Act do not apply to the supply of those Works by the Contractor to the Client.

6. Intellectual Property and Confidentiality

6.1 The Works, including without limitation, any Report, is confidential and has been prepared solely for the Client and shall not be relied on by any third party. The Contractor accepts no responsibility for anything done by any third party in reliance, whether wholly or in part, on any of the Works including, without limitation, the contents of any Report.

6.2 The Contractor retains copyright in any written designs, drawings, specifications, processes, Reports and any other documents created as part of, or for the purpose of performing, the Works. Any Report, in whole or in part, may not be copied, reproduced or translated in any medium by the Client and shall not be supplied by the Client to any third party other than the Client's professional advisers. For the avoidance of doubt, the Contractor may reproduce and sell to a third party a copy of any Report provided that all personal information of the Client shall be removed from such copy.

7. Default

7.1 Interest on any unpaid Fee, or part thereof, shall accrue daily from the date when payment of the Fee becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month, calculated daily, after as well as before any judgment.

7.2 If the Client defaults in payment of any Fee, or part thereof, when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including, without limitation, legal costs on a solicitor and client basis and any debt collection agency costs.

7.3 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including the obligation to pay the Fee), the Contractor may, at its election, suspend or terminate the supply of Works to the Client and any of its other obligations under these terms and conditions. For the avoidance of doubt, the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

8. Cancellation

8.1 The Contractor may, at will, cancel any contract to which these terms and conditions apply at any time before the Works are supplied by giving written notice to the Client. On giving such notice under this clause, the Contractor shall repay to the Client any sums paid in respect of the Fee. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation. 8.2 In the event that the Client cancels any contract to which these terms and conditions apply, the Client shall be liable for a cancellation fee equal to the full Fee, unless twenty four hours written notice of cancellation is given.

9. Privacy Act 2020

9.1 The Client authorises the Contractor to collect, retain, use and disclose any personal information about the Client for the following purposes (in addition to any purposes otherwise authorised by law):-

9.1.1 Enabling the Contractor to perform its obligations pursuant to any contract (including these terms and conditions) with the Client;

9.1.2 Administering, whether directly or indirectly, any contract (including without limitation, these terms and conditions) with the Client and enforcing the Contractor's rights thereunder;

9.1.3 Enabling the Contractor to communicate with the Client for any purpose.

9.2 The Client, if an individual, has a right of access to the Client's personal information held by the Contractor. The Client may request correction of that information and may require that the request be stored with that information. The Contractor may charge reasonable costs in providing access to that information.

10. Inspectors have no personal interest 10.1 The Contractor warrants that its inspectors have no interest, present or contemplated, in any Building or Equipment at the Property.

11. Scope of Works 11.1 The Client acknowledges and agrees that the Works are subject to these terms and conditions including all limitations and disclaimers contained within the Scope of Works provided in each applicable Schedule save that in all cases:

11.1.1 The Scope of Works does not include areas which are not included in the inspection, tested area or are not included in the Report. All matters not specifically identified in any Report as having been inspected are excluded from the Scope of Works (including, without limitation, the Report) absolutely;

11.1.2 The Scope of Works is subject to any express limitations stated within the Report;

11.1.3 The Scope of Works does not extend to concealed defects and/or substances within the Building, and if applicable, the Equipment, and such matters will not be reported on;

11.1.4 For the avoidance of doubt any Report supplied is not a building report, building warrant of fitness report, code of compliance report or certificate, appliance report, geological or geotechnical report, a survey report, a comprehensive weathertightness report, an earthquake or natural disaster damage assessment, a valuation, or an investigation into land contamination;

11.1.5 Any Report is not an all-encompassing report detailing every minor defect or minor outstanding issue. The inspection, testing (if applicable) and the Report are not intended to be technically comprehensive, or to imply that every component was inspected, tested (if applicable) or that every possible defect, substance or issue was discovered;

11.1.6 Any Report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the Building, Equipment and/or Property and it should not be relied upon as such;

11.1.7 Unless expressly included in any Report (and in that event such matters remain subject to all other provisions in these terms and conditions), the following matters are excluded from any inspection testing and/or Report:

Geological stability, soil conditions, structural stability, electromagnetic radiation, environmental hazards, building codes, zoning ordinance violations, engineering analysis, water or air contaminants of any kind, toxic moulds, termites or other infestations, asbestos, formaldehyde, rotting (non-visual), detached buildings, sheds, swimming pools and spas and related piping, private water systems, septic systems, sauna, specialized electronic controls of any kind, elevators, dumb waiters, water softener and purification systems, solar systems, internal system components, system adequacy or efficiency, prediction of life expectancy of any item or system, latent or concealed defects, appraisal of property value, repair estimates, playground equipment, efficiency measurement of insulation, lead paint, toxic or flammable materials, heating and cooling equipment including heat pumps and fireplaces, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality and quantity), intercoms, security systems, heat sensors, liquefaction zones or flooding plains, neighbourhood amenity issues such as noise and traffic and flight paths, common areas (including roof, foundations or site improvements), legal title including covenants, planning and resource consent issues, long term maintenance planning, rental property tenancy inspections, heritage obligations, areas where reasonable access as defined by these terms and conditions is not provided to the Contractor, compliance with body corporate rules, compliance with any other governmental or non-governmental code or plan or statute or regulation, legal boundaries or other surveying issues, any component or system or item not specifically identified in the Report as having been inspected, and a full and comprehensive weathertightness investigation;

11.1.8 Where samples are required for testing, the contractor will make a best effort to limit any damage and all samples will be taken by the Contractor at random;

11.1.9 The Client further acknowledges the Contractor's recommendation and advice that weathertightness issues can only be determined by obtaining a full weathertightness investigation and report from a suitably qualified third party weathertightness professional. The Client acknowledges the Scope of Works (including, without limitation, the Report) will not assess or advise in relation to the weathertightness of any Building or Equipment and that the Contractor shall not be liable in the event that any Building or Equipment suffers from weathertightness defects (including, without limitation, rotting, leaky home syndrome and/or toxic mould);

11.1.9 The Client further acknowledges the Contractor's recommendation and advice that weathertightness issues can only be determined by obtaining a full weathertightness investigation and report from a suitably qualified third party weathertightness professional. The Client acknowledges the Scope of Works (including, without limitation, the Report) will not assess or advise in relation to the weathertightness of any Building or Equipment and that the Contractor shall not be liable in the event that any Building or Equipment suffers from weathertightness defects (including, without limitation, rotting, leaky home syndrome and/or toxic mould);

11.1.10 The Contractor will not move any furniture or appliances. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. Without limiting the generality of clause 11.1.3, all components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect (such as, for example, plumbing, drainage, heating, framing, ventilation, insulation or wiring) are excluded from the Contractor's inspection, testing (if applicable) and from the Report; and

11.1.11 For multi- unit properties, the Contractor will inspect and as applicable test only the condition of the interior and accessible parts of the immediate exterior of the particular unit. For the avoidance of doubt, for multi-unit properties any Report will not include comment, advice, test results and/or other statements in relation to common areas including any roof, foundation, site improvements and/or accessory units.

12. Reasonable Access

12.1 The Client will ensure that the Contractor is legally entitled to have reasonable access to the Building (including, without limitation, the roof cavity and foundation spaces) and, if applicable, Equipment.

12.2 Reasonable access to a Building is access that is safe, unobstructed and which has a minimum clearance of a 450 x 400m opening access door that can be safely accessed from a 3.6m ladder and a minimum crawl space of 610 x 610mm in the ceiling space and a 500 x 400mm opening access door and a minimum crawl space of 500mm vertical clearance from the sub floor area. Roofs can be safely accessed from a 3.6 m ladder (or if the minimum clearance is not available, the area can be subject to a visual inspection only subject to reasonable visibility from the ground).

12.3 Where the Contractor is required to re-visit a Building because access was not gained at the agreed time of inspection, a further charge based on an hourly rate of $138 per hour, will be added to the Fee.

13. Limitation of Liability

13.1 For the purpose of clauses 13.2 and 13.3 the Contractor includes and extends to the Contractor, the Contractor's directors, the Contractor's employees, the Contractor's representatives, the Contractor's contractors, the Contractor's licensor (Betta NZ Limited), the Contractor's licensor's directors, and/or the Contractor's agents.

13.2 Notwithstanding anything in these terms and conditions or at law or in equity to the contrary but subject to the Contractor's obligations under the Consumer Guarantees Act (if applicable):

13.2.1 The Contractor will not be liable for any direct, indirect or consequential loss suffered by the Client arising howsoever from:

(i) Any breach of these terms and conditions by the Contractor;

(ii) The Works including, without limitation, any inspection and/or testing undertaken, and Report published and supplied by the Contractor to the Client;

(iii) The use of the Works;

(iv) Any failure of the Works to meet reasonable industry standards for any reason whatsoever (including, without limitation, negligence).

13.2.2 The Contractor's liability in relation to these terms and conditions and all related matters (whether arising under contract, tort (including negligence) equity or otherwise) will be limited to, at the Contractor's election, to the Price or remedying any defect in the Works caused by the Contractor's breach of obligation.

13.2.3 For the avoidance of doubt the Works and any related Report have been carried out solely for the Client, and the Contractor will not be liable for any direct, indirect or consequential loss suffered by a third party absolutely, including any loss suffered arising from a third party's reliance on any of the Works or the contents of the Report; and

13.2.4 The Client indemnifies the Contractor against all and any claim(s) by any third party for losses, including legal costs on a solicitor and client basis, (whether arising under tort (including negligence) equity or otherwise) arising from:

(i) Any act of, or omission by, the Contractor in its performance of these terms and conditions; and/or

(ii) Any act of, or omission by, the Client in its performance of these terms and conditions.

13.3 Without limiting clauses 13.1 and 13.2, the Client acknowledges that because the following matters are outside the scope of the Works, and for the avoidance of doubt:

14.4 If any provision of these terms and conditions is or becomes invalid or unenforceable, that provision will be deemed deleted from the terms and conditions and such invalidity or unenforceability will not affect the other provisions of the terms and conditions, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.

14.5 No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.

14.6 The Client may not transfer or assign any of the Client's liabilities or rights under the terms and conditions to any other person without the prior written of the Contractor. The Contractor may transfer or assign any of its liabilities or rights under the terms and conditions to any other person.

14.7 The terms and conditions will be binding against and for the benefit of each party, its permitted successors and its permitted assigns. Except as expressly provided for in these terms and conditions, a person who is not a party to these terms and conditions will have no rights or remedies under the terms and conditions, including under the Contract and Commercial Law Act 2017, to enforce any of its terms.

14.8 The Client acknowledges that the Client has entered into these terms and conditions relying on the Client's own judgement and that the Client has not entered into the terms and conditions relying upon any representation (express or implied) made by the Contractor.

14.9 The Client warrants that the Client is legally entitled to enter into the terms and conditions.

14.10 These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these terms and conditions and the agreement they record.

SCHEDULE ONE: PLAYGROUND SAFETY AUDIT

Scope of the Works

1. The inspection will be in accordance with NZS:5828:2015.
2. Compliant Equipment will be issued a certificate.
3. A plain English Report will be provided detailing (including photographic evidence of) any noted defects.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

Fees

Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including, without limitation, clauses 3 and 12.3.

SCHEDULE TWO: HEALTHY HOMES INSPECTION

Scope of the Works

1. The inspection will advise whether the specified Building complies with the Health Homes Guarantee Act 2017 (including any amendments or legislation in substitution thereof).

2. A written plain English Report will be provided including recommendations in the event of evident or potential non-compliance.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

Fee

Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including, without limitation, clauses 3 and 12.3

SCHEDULE THREE: RENTAL PROPERTY INSPECTION

Scope of the Works

1. Property inspection including identification of potential issues.
2. A plain English Report.

Limitations – Additional Charges

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.
The inspection will be a single inspection unless a schedule of regular inspections is agreed in writing.
In the event that the Contractor is reasonably required to attend the Tenancy Tribunal (or other Tribunal or Court) as either a respondent, an expert, rental property inspector or otherwise in relation to the tenancy at the Building / Property such attendances will be charged and paid by the Client at the rate of $138 per hour plus GST.

Fee

Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including, without limitation, clauses 3 and 12.3.

SCHEDULE FOUR: METHAMPHETAMINE TESTING

Part One: Initial Methamphetamine Testing / Composite Screening Scope of the Works

1. Multiple random swab samples taken and analysed together at a laboratory to give a single result.
2. A plain English written report.
3. Testing complies with NZS 8510:2018. **Fee** Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including, without limitation, clauses 3 and 12.3

Part Two: Methamphetamine Testing / Room by Room Testing

Scope of the Works

1. Multiple random samples are taken from (a) specified room(s) in the Building and are analysed at a laboratory to give results per room tested.
2. A plain English written report.
3. Testing sampling method only complies with NZS 8510:2018

Fee
Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including, without limitation, clauses 3 and 12.3

Part One and Part Two - Limitations
The terms and conditions apply. Without limitation, refer to clauses 11 and 13. For the avoidance of doubt, the area(s) tested by the Contractor in any Building may not be representative of the presence or absence of methamphetamine throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct. The Inspection, Testing and Report are not a guarantee or warranty of the presence or absence of methamphetamine in any part of the Building, its structures, systems or component parts.

SCHEDULE FIVE: LEAD TESTING
Scope of the Works
1. The client will direct the contractor on the exact location the swab samples are to be taken. All samples will be analysed by an independent IANZ accredited laboratory. 2. A plain English written report provided with test results.

Limitations The terms and conditions apply. Without limitation, refer to clauses 11 and 13. For the avoidance of doubt, the area(s) tested by the Contractor in any Building may not be representative of the presence or absence of lead throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct. The inspection, testing and Report are not a guarantee or warranty of the presence or absence of lead in any part of the Building, its structures, systems or component parts.

Fee
Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement;
. The terms and conditions apply including without limitation clause 3 and 12.3.

SCHEDULE SIX: MOULD TESTING

Scope of the Works

1. Random swab samples are taken an analysed by an independent IANZ accredited laboratory. 2. A plain English written report is provided with test results.

Limitations

The terms and conditions apply. Without limitation, refer to clauses 11 and 13.

The area(s) tested by the Contractor in any Building may not be representative of the presence or absence of mould throughout the entire Building or other areas of the Building where testing has not been conducted or is not possible to conduct.

The inspection, testing and Report are not a guarantee or warranty of the presence or absence of mould in any part of the Building, its structures, systems or component parts.

Fee

Please note:
. Fees are subject to change;
. The Price of the Works to be confirmed prior to commencement);
. For the avoidance of doubt, clause 3 of the Terms and Conditions applies.