

IN THE MATTER

of the COVID-19 Recovery
(Fast-track Consenting) Act
2020 ("Fast-track Act" or
"the Act")

AND

IN THE MATTER

of an application to the
**MINISTRY FOR THE
ENVIRONMENT** for a
referral to an expert
consenting panel under
Section 20 of the Act by
**SANCTUM PROJECTS
LIMITED** to construct 45
apartments at the corner of
Kepa Road and Kurahaupo
Street in Orakei, Auckland

STATEMENT OF CHRIS MORRIS

1. INTRODUCTION

- 1.1 My name is Chris Morris. I am the Managing Director of LEP Construction and a qualified quantity surveyor.

Qualifications and experience

- 1.2 I have a Bachelor of Construction (Construction Economics) (Unitec, 2008).
- 1.3 I have 15 years' experience in the construction industry.
- 1.4 Examples of my experience relevant to this project are:
- (a) 2 Churton Street, Parnell, Auckland, which involved demolition of an 2 level brick and concrete building with asbestos removal and noise and sound constraints.
 - (b) Helensville Childcare Centre, Auckland, which involved demolition of an existing commercial building up to the boundary of an existing dental clinic which remained in operation during the demolition.
 - (c) Unsworth Drive Apartments, Auckland, which involved demolition of existing medical clinic and conversion of this into apartments with utilisation of existing walls as intertenancy.

- (d) Mt Wellies Childcare Centre, Auckland, which involved demolition of an existing tenancy into a base build shell and construction of a new childcare within with the existing tenants above and beside still occupying and operating.

Involvement in project

- 1.5 I was engaged by Sanctum Projects Limited ("Sanctum") in May 2022 to:
 - (a) Assess the properties at 8 and 10 Kurahaupo Street, Orakei regarding the proposal to demolish 8 Kurahaupo Street;
 - (b) Provide advice on any construction methods required to ensure the adjacent property at 10 Kurahaupo Street is finished and watertight following the demolition of the property at 8 Kurahaupo Street; and
 - (c) Provide this report regarding my conclusions as to the ability to maintain the integrity of the party wall between 8 and 10 Kurahaupo Street.
- 1.6 I visited the site on 26 May 2022.
- 1.7 I have reviewed the party wall encumbrance contained in interest K105388 (party wall certificate) registered against the record of title for 8 Kurahaupo Street ("the encumbrance"). A copy of the encumbrance is attached as **Appendix A**.

Purpose and scope of statement

- 1.8 The purpose of my statement is to address how the property at 8 Kurahaupo Street can be demolished without affecting the integrity of the party wall, ensuring the obligations under the encumbrance are complied with.
- 1.9 Specifically, my statement:
 - (a) Outlines the conventional construction methods used for demolition of a property sharing a party wall (Section 2);
 - (b) Discusses how the demolition would be approached for this site (Section 3);
 - (c) Outlines any construction methods required to ensure the adjacent property at 10 Kurahaupo Street is finished and watertight following the demolition of 8 Kurahaupo Street (Section 4);

- (d) Identifies and assesses compliance with the requirements of the party wall encumbrance (Section 5); and
- (e) Provides a brief conclusion (Section 6).

2. **DESCRIPTION OF THE EXISTING STRUCTURE AT 8 KURAHAPU STREET**

House

- 2.1 The house is constructed with concrete piles, timber subfloor (bearers/joists), timber floor, timber framed external walls with pine weatherboards, timber framed internal walls with plasterboard linings, and a timber trussed roof with concrete roof tiles.

Party wall

- 2.2 The existing party wall is constructed by an *insitu* concrete foundation wall to the underside of the floor. Construction above the floor level the external walls are pine weatherboard and the internal party wall is timber framed with plasterboard linings.

3. **PARTY WALL ENCUMBRANCE AND OBLIGATIONS**

- 3.1 The encumbrance includes the following obligations as contained in s 28(3) of the Housing Act 1955, which I set out and address in turn.

The owner for the time being of any land on which any part of the party wall forming part of his dwelling is situated shall have the full, free and uninterrupted right to the use and enjoyment for the purposes of a party wall of any other land shown in the certificate as part of the site of the party wall, and of the portion of the party wall erected on that land

- 3.2 Given the structure of the house and the wall as set out above I recommend as follows:

- (a) The following steps should be taken to support the party wall before demolition commences:
 - (i) Make sure existing services are disconnected or isolated.
 - (ii) Construct new timber framed wall approx. 1.5m away from the existing party wall directly above the existing concrete subfloor piles. This will provide sufficient room to enter, check

on and undertake typical maintenance of the party wall in the future (e.g. additional coats of paint, repairing of cracks etc).

(iii) Temporary waterproofing (tarpaulins) to be on hand.

(b) The house should be demolished / removed in stages, as follows:

(i) Existing roof tiles to be removed from the roof of 8 Kurahaupo to be removed up to (approximately) the point where the roof sits above the new timber framed wall noted in 3.2(a)(ii).

(ii) Timber weather boards and external timber walls to be manually cut at least 1m away from the new wall. This is to provide a factor of safety so that when machinery commences work it will be a safe distance from the new wall.

(iii) Internal timber walls, flooring, linings, ceiling framing to be manually cut at least 1m away from the new timber wall to detach the two dwellings. Again, this is to create a safe working distance as noted above.

(iv) Once detached, 8 Kurahaupo to be demolished with a machine (likely 13t excavator) up to the line of 1m away from the new timber wall. The remaining demolition will be carried out manually by carpenters to minimise any damage to the existing party wall.

(v) The new timber wall which is located 1.5m away from the existing party wall will then be lined with standard materials, building paper, plywood if needed and timber weather boards to match existing and the roof tiles will be relayed with new barge flashings and making good the guttering and downpipes.

(vi) An access hatch or panel should be provided. This could be a door or something smaller.

(vii) The subfloor concrete piles will be boarded around with timber to enclose the subfloor area and the adjoining ground area reinstated or made good following demolition.

(c) The risk of damage to the wall shall be minimised by using the following techniques when removing / demolishing the house at 8 Kurahaupo Sreet:

- (i) Construction of a new timber framed wall 1.5m away from the existing party wall directly above the existing concrete piles thus forming a new end wall to the property.
 - (ii) Manual detachment of the two dwellings at least 1m from the newly built timber wall by qualified carpenters.
 - (iii) Temporary propping/bracing of the party wall as required.
- (d) An image of the existing concrete piles is shown below:



- (e) To protect the party wall from exposure to the elements once the house at 8 Kurahaupo Street is removed, the following steps should be taken:
- (i) Once 8 Kurahaupo street is demolished up to this new wall, tarpaulins will also be used to temporarily protect the area between the party wall and the new wall until the works have been completed.
 - (ii) The tarpaulins should be removed and re-installed each day as required until the area is fully closed in.
- 3.3 Provided these steps are taken, I consider the demolition works can be undertaken without impacting the structural integrity of the party wall.

The maintenance, repair, and reinstatement of the part of any party wall which separates any two dwellings shall be borne and done at the joint expense of the owners of the land on which those dwellings are situated, unless any such work has been rendered necessary by

the act or default of either of those owners alone, in which event the owner responsible or in default shall bear the whole cost thereof

- 3.4 This obligation relates to the cost of maintenance, repair or reinstatement works and is outside the scope of this report which related to construction methodology.

No owner of any land on which part of any party wall is situated shall, without the consent of the owner of every piece of land on which any other part of the party wall is situated, make any addition to the party wall or impose any additional weight upon it or otherwise expose it to risk of damage.

- 3.5 Again, if the demolition at 8 Kurahaupo Street is undertaken in accordance with the recommendations set out above at Section 2.2, the property at 10 Kurahaupo Street and the wall will not have any additional weight imposed on it and will not be exposed to risk of damage.
- 3.6 I consider the demolition works can be undertaken in compliance with this obligation of the encumbrance.

4. **CONCLUSION**

- 4.1 If Sanctum follows the building methods discussed and recommended in this statement, they can remove the dwelling at 8 Kurahaupo Street without damaging integrity of the party wall and comply with the party wall obligations under the encumbrance.

Chris Morris

14th June 2022



APPENDIX A
INTEREST K105388 (PARTY WALL CERTIFICATE)

Ak. 230
Request 20
Approved by the District Land Registrar
Wellington as No. 432071

K 105388 HCEC

[D. 21/4

PARTY WALL CERTIFICATE
Under Section 28 of the Housing Act 1955

THE STATE ADVANCES CORPORATION OF NEW ZEALAND acting under Section 28 of the Housing Act 1955 (extracts from which for convenience of reference are set out on the back hereof) **HEREBY CERTIFIES** that a ^{mutual} party wall exists upon the land specified in the Schedule hereto as more particularly appears in the diagram (1) "B" endorsed on Deposited Plan 50580 coloured yellow and blue respectively showing the party wall, the land which is the site of the wall, the separate dwellings of which the party wall forms part, and the land appurtenant to those dwellings.

(1) Insert "endorsed hereon", or otherwise refer to diagram.

SCHEDULE

Registered proprietor of fee simple.	Area, Lot No., plan of land (including the dwelling disposed of by way of sale under Part I of Housing Act 1955) and reference to Certificate of Title.	Date of Sale.	Reference to registered Agreement or Licence to Occupy (if any) affecting land concerned and registered purchaser or licensee.
Her Majesty the Queen for State housing purposes.	Item 1. 34.0 perches more or less Lot 169A Deposited Plan 50580 being part of the land in Certificate of Title Volume 2075 Folio 60 (Auckland Registry)	3rd September 1958	
	2. 23.6 perches more or less Lot 169B Deposited Plan 50580 being part of the land in Certificate of Title Volume 2075 Folio 60 (Auckland Registry)	15th April 1959	

Her Majesty
The Queen
for State
housing
purposes
under the
Housing
Act 1955

[Over

DATED at AUCKLAND this 3rd day of September 19 62

SIGNED on behalf of the State Advances Corporation of New Zealand
by authority of the Board of Management under the common seal of
the Corporation with the written consent of the Minister of Finance
and pursuant to section 9 of the Finance Act 1948 by

FREDERICK WALTER SULLIVAN

an officer of the Corporation in the presence of:-

For and on behalf of the
State Advances Corporation
of New Zealand

Frederick W. Sullivan
Solicitor
Auckland

105388

K

PARTY WALL CERTIFICATE

given by the State Advances Corporation
of New Zealand

Particulars entered in the Register Book

Vol. 2075 Folio 60

the 12th day of September 1962
at 10:33 o'clock



W. J. Waller
Assistant Land Registrar
~~District~~

AUCKLAND

Section 28 (3) of the Housing Act 1955 is as follows:—

- (3) While any party wall certificate remains registered in accordance with section twenty-nine of this Act against the titles to the land to which the certificate relates, unless the certificate otherwise provides, the following provisions shall apply:
- (a) The owner for the time being of any land on which any part of the party wall forming part of his dwelling is situated shall have the full, free and uninterrupted right to the use and enjoyment for the purposes of a party wall of any other land shown in the certificate as part of the site of the party wall, and of the portion of the party wall erected on that land:
 - (b) The maintenance, repair, and reinstatement of the part of any party wall which separates any two dwellings shall be borne and done at the joint expense of the owners of the land on which those dwellings are situated, unless any such work has been rendered necessary by the act or default of either of those owners alone, in which event the owner responsible or in default shall bear the whole cost thereof:
 - (c) No owner of any land on which part of any party wall is situated shall, without the consent of the owner of every piece of land on which any other part of the party wall is situated, make any addition to the party wall or impose any additional weight upon it or otherwise expose it to risk of damage.

②

LAND & DEEDS	
Nature:	PW Cert
Firm:	SAC
	12 SEP 1962
Time:	10-33
Fee: \$	1-1-1
Abstract No.	5368

The Branch Solicitor,
State Advances Corporation of
New Zealand
AUCKLAND

Correct for the purposes of the
Land Transfer Act

W. J. Waller
Solicitor for the State Advances Corporation of New Zealand.

⊙
Ppd: *W*

Tpd: MOM

Exd: 4.7