

Determination 2026/035

An authority's decision to grant a building consent under section 72 relating to a natural hazard of inundation

23 Aynsley Terrace, Hillsborough, Christchurch

Summary

This determination considers an authority's decision to grant a building consent under section 72 resulting in an entry on the property title for the natural hazard of inundation. It considers whether adequate provision was made to protect the land, building work and other property.



Figure 1: Site Plan

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

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

1. The matter to be determined

- 1.1. This is a determination made under due authorisation by me, Peta Hird, for and on behalf of the Chief Executive of the Ministry of Business, Innovation and Employment (“the Ministry”).¹
- 1.2. The parties to the determination are:
 - 1.2.1. M and Z Bruce, the owners of the property (“the owners”) who applied for this determination
 - 1.2.2. Christchurch City Council, carrying out its duties as a territorial authority and building consent authority (“the authority”).
- 1.3. This determination arises from the authority’s decision to grant a building consent under section 72 for building work on land it considers at risk from the natural hazard of inundation². This added a condition to the building consent, required by section 73, that a hazard notice must be entered on the property’s record of title. The owners dispute the need for the building consent to be granted under section 72.
- 1.4. The matter to be determined, under sections 177(1)(b) and (2)(a), is the authority’s decision to issue building consent BCN/2014/11986 under section 72.
- 1.5. In deciding this matter, I must consider whether the land is subject, or likely to be subject, to the natural hazard of inundation, and whether adequate provision has been made to protect the land, building work and other property from the natural hazard.

2. The background and building work

- 2.1. The owners’ 1,558m² property is in a residential Christchurch suburb (see figure 1). The property slopes to the west down to Aynsley Terrace, beyond which is a small, grassed bank and the Heathcote River. The site has been levelled behind retaining walls around the dwelling and detached garage.

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

² As defined by section 71(3)(d).

- 2.2. A single-level 209.2m² dwelling is located at the east end of the property, away from the river and street. A detached 90m² garage, asphalt driveway, hardstand area and retaining walls are located between the dwelling and the street. The garage and dwelling are approximately 12m and 39m respectively from the property's west boundary adjacent to Aynsley Terrace, and approximately 34m and 61m from the Heathcote River at their closest points.³
- 2.3. On 3 February 2015, the authority granted and issued a building consent to the previous owners for construction of the dwelling, garage and related building work. The consent was granted with a condition requiring notification of a natural hazard on the title, due to the land being "subject to, or is likely to be subject to inundation".
- 2.4. Building work included levelling, with soil excavated to the east of the garage added as fill to support the west sides of the garage and dwelling. Fill was also placed adjacent to the garage at what is now the highest point of the driveway. Two timber retaining walls were built between the dwelling and garage to retain the fill material.
- 2.5. Surface water and foul water drainage systems were installed as part of the building work, including several sumps and kerb and channelling along both sides of the driveway.
- 2.6. In processing the building consent application, the authority noted regarding compliance with clause E1.3.2 that "Adequate [finished floor levels] have been indicated for both [the] detached garage and dwelling".
- 2.7. The approved plans indicate finished floor levels ("FFL") for the dwelling and garage are 14.66m and 12.60m 'Reduced Level' ["RL"] respectively.⁴ A 'Building Location Certificate'⁵ confirms the FFL for the as-built dwelling is 14.66m RL but does not appear to mention the as-built FFL for the garage.
- 2.8. Finished levels of approximately 12.40m RL to 14.21m RL were proposed for the land between the dwelling and garage. Additional retaining walls were proposed along the property's north side.
- 2.9. To the west, the consent documentation indicates the driveway had proposed finished levels of 12.45m RL near the garage and 10.65m RL near Aynsley Terrace. The plans also indicate the land immediately adjacent to the north, south and east boundaries with other properties was to be retained at existing levels.
- 2.10. The garage is founded on a reinforced concrete rib-raft slab with timber framed walls that are internally lined with plywood and plasterboard and externally clad with direct fixed plywood and vertical battens. It includes a partially insulated

³ Distances approximated from Google Maps NZ (accessed 13 August 2026).

⁴ The 'reduced levels' were based on the Christchurch Drainage Datum.

⁵ Provided to the authority in March 2017.

workroom, separate toilet, and electrical meter/switch box and sockets, with gas bottles installed externally along the north wall.

- 2.11. Based on the authority's consent processing checklist, it appears the foul water system was designed to comply with Acceptable Solution G13/AS2⁶, with the lowest gully trap (on the south side of the garage) having a proposed level of 12.45m RL or higher. The below-ground drainage system collects foul water from the garage and dwelling and discharges it to an existing connection (part of the authority's reticulated system) at Aynsley Terrace.
- 2.12. The authority's consent processing checklist also indicates the surface water drainage system was designed to comply with Acceptable Solution E1/AS1⁷. This system collects roof water from the dwelling and garage, surface water from hardstands and driveway, and seepage from subsoil drains behind the retaining walls, directs it through a sump near the property's west boundary and discharges it to the kerb and channel at Aynsley Terrace.
- 2.13. On 9 April 2019, the authority issued a code compliance certificate for the building work, stating it was satisfied the building work complies with the building consent.
- 2.14. The owners purchased the property in November 2023, and in March 2026 began communicating with the authority regarding the condition on the consent with a view to having the natural hazard entry (also referred to as the section 73 notice) removed from the record of title.
- 2.15. In April 2026, the authority wrote to the owners to confirm it was "unable to agree to the removal of the Section 73 notice [sic]" because it did "not consider that the land has been provided with adequate provision to protect [it] from the natural hazard of inundation, or that the land is no longer to be subject to the natural hazard of inundation".
- 2.16. The owners subsequently applied for a determination.

Relevant flood information

- 2.17. In this case, overtopping of the Heathcote River is the likely source of potential flooding or inundation at the property. Floodwater from the Heathcote River is likely to be fast flowing and deep, with levels influenced by tidal action and intense rainfall.
- 2.18. When the building consent was granted and issued in 2015, finished floor levels, ground levels and flood data were based on the Christchurch Drainage Datum. The current flood data is based on New Zealand Vertical Datum 2016 (NZVD2016). The authority states the conversion factor between both datums is -9.398m.

⁶ G13/AS2, second edition, amendment 5, effective 14 February 2014 until 30 May 2017.

⁷ E1/AS1, first edition, amendment 9, effective on 14 February 2014 until 30 May 2017.

2.19. In 2015, the authority relied on flood data based on a 2% AEP⁸ event, which gave a predicted flood level of 12.0m RL and suggested a maximum floodwater depth of 1.35m near the property's west boundary (ie at its lowest point), including a 400mm freeboard allowance.⁹ This indicates floodwater was anticipated to only affect the west part of the property due to fact most of the property rises up from west to east, and that at its maximum level flooding would be approximately 0.6m and 2.66m below the FFLs of the garage and dwelling (respectively) during a 2% AEP event.

2.20. Current flood modelling data provided by the authority indicates:

For a 2% AEP event:

- the modelled flood level is 3.02m RL, which includes a 400mm freeboard allowance and an estimated sea level rise of 450mm.
- the maximum floodwater depth is approximately 1.71m at the west end of the property.¹⁰

For a 0.5% AEP event:

- the modelled flood level is 3.62m RL, which includes a 400mm freeboard allowance and an estimated sea level rise of 1m.
- the maximum floodwater depth is approximately 2.31m at the west end of the property.¹¹

2.21. The modelling indicates that in a 2% or a 0.5% AEP event, floodwater is unlikely to affect the dwelling, which has an FFL above both modelled flood levels.

2.22. In addition, the modelling indicates that in a 2% AEP event floodwater is unlikely to affect the garage.

2.23. However, modelling for a 0.5% AEP event indicates floodwater could inundate the garage to a depth of approximately 418mm¹² and extend to an area of the hardstanding to the east of the garage.

⁸ Annual Exceedance Probability. A "2% AEP event" means an event that has a 2% probability of occurring in any given year.

⁹ A 'freeboard allowance' accounts for uncertainties and other effects (such as wave action or surge) above a calculated water level. It is unclear whether an allowance was included for rising sea level rise.

¹⁰ Calculated from the modelled flood level (3.02m) minus the authority's lowest estimated ground level of 1.31m RL.

¹¹ Calculated from the modelled flood level (3.62m) minus the authority's lowest estimated ground level of 1.31m RL.

¹² Calculated from modelled flood level (3.62m) minus the garage's FFL (3.202m).

- 2.24. The main difference between previous and current flood modelling scenarios is that floodwater is likely to be higher (ie of greater depth) for a 2% AEP event by approximately 400mm in current modelling. It is not clear whether the earlier modelling factored in sea level rise, or if it did what factor was used.

3. Submissions

The owners

- 3.1. The owners consider adequate provision has been made to protect the land, buildings and other properties from inundation. They submit (in summary):
- 3.1.1. In carrying out their own assessment of potential flooding at the property, relying primarily on measurements taken 'above sea level' and maximum heights of other properties either side of 23 Aynsley Terrace, they consider floodwater will not reach the garage in either a 2% or a 0.5% AEP event.
 - 3.1.2. The consented design incorporates site-specific flood mitigation measures, with the building platforms and land area supporting the buildings protected by retaining walls, an asphalt driveway and hardstand areas.
 - 3.1.3. The buildings are elevated and located more than 30m from the riverbank. The garage is built on a flat elevated platform which was 0.9m, now 0.5m, above the predicted floodwater during a 2% AEP event, and the dwelling floor is 3.1m above the predicted floodwater for the same event.
 - 3.1.4. The Act does not require all parts of a property to remain flood-free during extreme events.
 - 3.1.5. The updated modelling indicates increased flood levels since the consent was issued; however, "[m]odelling changes alone do not constitute a material change in circumstances, nor do they negate the effectiveness of the existing engineered mitigation measures".
 - 3.1.6. Portions of the driveway may experience surface flooding during extreme events, but temporary inundation of access routes does not demonstrate that the building or land is inadequately protected for the purposes of sections 71-74.
 - 3.1.7. Any inundation would be short-lived due to free-draining conditions, the tidal influence of the Heathcote River, and the fact that the water comes from the river and returns to the river.

The authority

3.2. The authority made the following submissions (in summary):

- 3.2.1. It considers adequate provision has not been made to protect the owners' land, particularly regarding the potential impact of floodwater on access to and egress from the property.
- 3.2.2. It is "satisfied that the buildings have been constructed at a level that they will not be subject to inundation".
- 3.2.3. It "has no concern about protection of the buildings or other property. The buildings have been constructed at a height above the modelled flooding" so it considers "they will comply with the building code, and other property is unlikely to be impacted by the building work".

3.3. The authority also provided site-specific time series graphs for 2% and 0.5% AEP events for 'water levels' (in metres) and 'flow rates' (in cubic metres per second). These graphs illustrate the likely rise and decrease in floodwater for each event over several hours and suggests the floodwater in both events is likely to be fast flowing and deep.

4. Discussion

- 4.1. The matter to be determined is the authority's decision to grant a building consent under section 72 with a condition of the consent being that a natural hazard would be registered against the title of the owners' property as required under section 73.
- 4.2. The authority made this decision as it believed adequate provision had not been made to protect the land from the natural hazard of inundation.
- 4.3. I note that there is more recent flood modelling available to me in making this determination that differs in some respects to the modelling available to the authority when it made the decision to issue the building consent (see paragraph 0). Information that was not available at the time the authority made its decision is relevant to the exercise of power under section 188 to confirm, reverse, or modify the authority's decision.¹³

The legislation

- 4.4. The legislative provisions relating to construction of buildings on land that is subject to natural hazards can be found in sections 71 to 74 of the Act.

¹³ For more detailed discussion on consideration of information available in a determination, see 2024/001 *Regarding the issue of a dangerous and affected building notice for a residential dwelling* (12 January 2024) [1.13 to 1.18]

- 4.5. Section 71(1) provides that an authority must refuse to grant a building consent for certain types of building work on land that is subject to a natural hazard, while section 71(2) creates exceptions where subsection (1) does not apply.

71 Building on land subject to natural hazards

- (1) A building consent authority must refuse to grant a building consent for construction of a building, or major alterations to a building, if –
 - (a) the land on which the building work is to be carried out is subject or is likely to be subject to 1 or more natural hazards; or
 - (b) the building work is likely to accelerate, worsen, or result in a natural hazard on that land or any other property.
 - (2) Subsection (1) does not apply if the building consent authority is satisfied that adequate provision has been or will be made to –
 - (a) Protect the land, building work, or other property referred to in that subsection from the natural hazard or hazards; or
 - (b) (b) restore any damage to that land or other property as a result of the building work.
- 4.6. Section 72 identifies situations where an authority must still grant a building consent for building work, even though the land on which the work is being carried out is subject to a natural hazard.

72 Building consent for building on land subject to natural hazards must be granted in certain cases

Despite section 71, a building consent authority that is a territorial authority must grant a building consent if the building consent authority considers that –

- (a) the building work to which an application for a building consent relates will not accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property; and
 - (b) the land is subject or is likely to be subject to 1 or more natural hazards; and
 - (c) it is reasonable to grant a waiver or modification of the building code in respect of the natural hazard concerned.
- 4.7. Section 73 describes the conditions that must be included in building consents granted under section 72, including notification of the consent to the Registrar-General of Land. Upon receiving the notification, the Registrar-General of Land must record on the property's record of title an entry confirming that a building consent has been granted under section 72 and the natural hazard to which it relates.

- 4.8. As has been previously discussed in Determination 2024/025¹⁴, one of the purposes of this entry on the record of title is to make prospective purchasers of land aware that council would receive specific statutory immunity from liability in return for permission to undertake building work.
- 4.9. In making this determination I must consider:
- 4.9.1. whether the land on which the building work has been carried out is subject or likely to be subject to a natural hazard, for the purposes of section 71(1)(a); and
 - 4.9.2. if so, whether adequate provision has been made to protect the land, building work and other property, as required under section 71(2)(a).
- 4.10. I note as preliminary points:
- 4.10.1. the building work was the construction of a dwelling and garage, so the threshold in section 71(1) for considering the building consent under the natural hazard provisions was met, that being “construction of a building, or major alterations”
 - 4.10.2. the natural hazard referred to by the parties and in the building consent is the potential flooding of the owners’ property caused by overtopping of the Heathcote River, so for the purposes of section 71(3)(d) the natural hazard is inundation.

Is the hazard likely?

- 4.11. Section 71(1)(a) requires that the land on which the building work was carried out *is or is likely to be* subject to inundation.
- 4.12. Several previous determinations have considered the term ‘likely’ for the purposes of the natural hazard provisions. In Determination 2008/082¹⁵ the discussion cited several court decisions that had looked at the meaning of “likely”. A summary in Determination 2026/005 noted that the event scale that was used in these cases, 1%AEP, is an appropriate measure for whether inundation is likely to occur within the lifetime of a building, if it is intended to be at least 50 years, as this scenario ‘could well happen’ within the building’s lifetime.¹⁶

¹⁴ Determination 2024/025 *An authority’s decision to grant building consents under section 72* (25 June 2024) [6.12].

¹⁵ Determination 2008/082 *Building consent for a storage shed on land subject to inundation* (5 September 2008) from [6.2.2]. This determination includes a summary of District Court judgements that considered the term “likely”.

¹⁶ Clause B2.3.1 provides for building elements to perform for “the life of the building, being not less than 50 years”. This timeframe is also referenced in section 113 of the Act. I have taken these as context for placing the minimum lifetime of the building at 50 years for the purposes of the Act.

- 4.13. I continue to consider it appropriate to use this event scale when considering whether the owners' land is likely to be subject to inundation.
- 4.14. The parties have not provided flood modelling data for a 1% AEP event, and I note the authority relied on 2% AEP event modelling when the consent was granted.
- 4.15. Flood levels at the property in a 1% AEP event can reasonably be expected to fall within the likely range of flooding of 2% and 0.5% AEP events. I also note the risk of flooding at the property has not changed since the consent was granted; rather it is the information available from flood modelling that has been updated.
- 4.16. The most recent flood data provided by the parties indicates the west end of the property is likely to be affected by flooding in both 2% and 0.5% AEP events. This implies inundation is also likely in a 1% AEP event at a depth, volume and velocity somewhere between the ranges predicted for the 2% and 0.5% AEP events.
- 4.17. During a 1% AEP flooding event, the Heathcote River is likely to flow generally in a south-to-north direction and contain a large volume of fast flowing water with levels varying due to tidal action and any intense rainfall.
- 4.18. Given this and the maximum depth of floodwater¹⁷ at the lowest point of the property close to the west boundary, I consider the inundation to be more than minimal or trivial.
- 4.19. Therefore, I conclude the owners' property is likely to be subject to inundation.

The land connected to the building work

- 4.20. It is not on its own sufficient that the owners' property is likely to be subject to inundation. Section 71(1)(a) specifies that it is "the land on which the building work is to be carried out" that is the relevant consideration.
- 4.21. This requirement for the 'land' to be 'intimately connected' to the building work has been discussed in previous determinations, with reference to the High Court decision in *Auckland City Council v Logan*¹⁸ where it was noted that the words "protect the land" should be read as an obligation to protect against the inundation of "the site itself where, at least [in that case], the building and site are intimately connected".¹⁹ Determination 2021/013²⁰ stated that consideration must be given to "the position of the building work on the property relative to that part of the land affected by the hazard", and I agree with that approach.

¹⁷ As noted above, the maximum depth of floodwater in a 2% AEP event was approximately 1.35m when the building consent was granted, whereas this has increased to approximately 1.71m based on current modelling for a similar event (including a predicted rise in sea level of 450mm for 2% AEP event).

¹⁸ HC Auckland AP77/99 (1 October 1999)

¹⁹ As paraphrased by the Court of Appeal in *Logan v Auckland City Council* (2000) 4 NZ ConvC 193, 184 [18].

²⁰ Determination 2021/013 *Regarding the proposed granting of a building consent for an alteration to a building on land subject to a natural hazard* (28 June 2021) [6.42].

- 4.22. In this case, the building work not only includes the dwelling and garage, but also the associated foul and surface water drainage systems and retaining walls. Accordingly, as the building work extends across a large area of the property, I am of the view the entire property constitutes the ‘land’ for the purposes of ‘the land on which the building work is to be carried out’ in section 71(1)(a).

Has adequate protection been made?

- 4.23. Section 71(2) provides that if adequate provision to protect the land, building work and other property from the natural hazard has been or will be made, then section 71(1) does not apply, and a building consent must be granted in the ordinary way under section 49(1) without any conditions that would result in an entry on the property title.
- 4.24. I must therefore consider what, if any, provision had been made to protect the land, building work and other property at the time the building consent was granted.
- 4.25. The Court of Appeal in *Logan v Auckland City Council* observed that “Adequate provision for protection does not require the elimination of *any possibility in all conceivable circumstances* of inundation or other relevant hazards...” [my emphasis].²¹ I take this to mean that adequate provision can be achieved without having to completely eliminate all possibility of the hazard concerned affecting the property, and an assessment of this part of the provisions should involve consideration of fact and degree.

Provision to protect the land

- 4.26. The measures taken to protect the land included raising areas of land within the site, constructing retaining walls, installing asphalt surfacing of the driveway, and drainage channels to the west of the property (including south of the garage).
- 4.27. The authority stated at the time²² that although the property was “partially located within the modelled 2% AEP ... rainfall event floodplain associated with the Heathcote River” that “filling is proposed which will provide adequate protection of the land connected to [the] buildings [their emphasis] in relation to hazard notice consideration”.
- 4.28. Further, I consider a combination of proposed retaining walls, asphalt surfacing of the driveway, and drainage channels will minimise the effects of floodwater on the land. I have seen no evidence to indicate that floodwaters in a 1% AEP event would adversely affect the land, such as causing erosion or instability.
- 4.29. The authority’s remaining concern is that floodwater at the west end of the property could affect access to and egress from the site, which it describes as “lifeline issues”. However, section 71(2) is concerned with protection of the land

²¹ *Logan v Auckland City Council* (2000) 4 NZ ConvC 193, 184 (CA) [33]

²² In its ‘Development Report’ dated 15 December 2014.

itself, the building work, and other property from the effects of the natural hazard, rather than with occupants' ability to access or leave the property during a flood event. If that was the legislative intent it would have been expressed as such. For these reasons I have placed little weight on the authority's concerns about access and egress routes at the property when assessing whether adequate provision has been made to protect the land.

- 4.30. In conclusion, I consider that the impact of flooding on the land, specifically at the west end of the property, is likely to be negligible. Accordingly, I am satisfied that adequate protection has been made to protect the land from inundation.

Provision to protect the building work

- 4.31. The key Building Code clauses that I believe are relevant in this case in assessing whether adequate provision has been made to protect the building work are B1 *Structure*, B2 *Durability*, E1 *Surface water*, G9 *Electricity* and G13 *Foul water*.²³

- 4.32. With respect to surface water, Clause E1.3.2 requires that:

Surface water, resulting from an event having a 2% probability of occurring annually, shall not enter buildings.

- 4.33. To ensure the requirements in clause E1.3.2 are met, the authority's internal practice is that the minimum FFL of the dwelling must be over 400mm above the 2% AEP level to incorporate a freeboard allowance.

- 4.34. The flood modelling indicates that in a 2% AEP event the garage is unlikely to be inundated. The current flood modelling provided by the authority indicates in a 0.5% AEP event inundation could be approximately 418mm above the garage's FFL. However, I am of the view this is at the upper end of the likely range for consideration, as it is based on a modelled event size greater than 1% AEP combined with a projected rise in sea level of 1m.²⁴

- 4.35. I note the authority has stated it is "satisfied that the buildings have been constructed at a level that they will not be subject to inundation"²⁵ and I take that to include for a 1% AEP event. I have received no evidence from the parties to suggest an alternative conclusion is likely over the expected life of the garage and dwelling, or any suggestion the retaining walls would be adversely affected by the inundation. In this regard, I consider that adequate protection has been made in respect of the structural elements of the garage and retaining walls (clause B1) and the electrical sockets, switches and meter / switch board associated with the garage (clause G9).

²³ For more detailed discussion on compliance with the Building Code in respect of natural hazards, see Determination 2024/025, from [6.51]

²⁴ The sea level rise appears to be based on a 100-year timeframe out to 2115.

²⁵ The FFL for the garage is approximately 3.202m and for the dwelling is approximately 5.262m to NZVD2016.

- 4.36. In addition, the garage and dwelling were proposed to be constructed with floor levels above the minimum required for compliance with clause E1.3.2, notwithstanding that compliance for the garage is not required because it is an outbuilding²⁶.
- 4.37. It is unclear whether the authority considered the effects of inundation when granting the building consent; however, it did assess compliance of the surface water and foul water drainage systems and was satisfied these systems complied with clauses E1²⁷ and G13²⁸.
- 4.38. The surface and foul water drainage systems extend from the garage, dwelling and hardstands down to Aynsley Terrace.
- 4.39. Several surface water sumps are in that part of the property where floodwater is likely to reach, and there is therefore a potential for the surface water drainage system to be impacted during a flood event. The drainage system would also continue to receive rainwater from roofs and hardstands, and its discharge capacity will likely be reduced if downstream infrastructure is inundated (including at the kerb and channel connection at Aynsley Terrace).
- 4.40. However, despite any temporary reduction in performance during a flood event, I consider the elevated FFLs of the dwelling and garage mean it is unlikely water would back up sufficiently through the drainage system to enter either building. I note it would be for the owners to carry out maintenance of the sumps after a flood event to ensure the system continues to operate as intended.
- 4.41. Regarding clause G13, the belowground drainage system is largely enclosed, and the lowest gully trap adjacent to the south side of the garage is likely to be above the modelled flood level for a 1% AEP event. I therefore consider floodwater is unlikely to enter the drainage system at the property.
- 4.42. Taken together, I am of the view that adequate provision has been made to protect the building work from the natural hazard of inundation.

Provision to protect other property

- 4.43. The authority states it “has no concern about protection of ... other property ... and [the] other property is unlikely to be impacted by the building work”. The owners have expressed a similar view.
- 4.44. Fill material has been placed on part of the property to raise the levels of the garage, dwelling and driveway. However, ground levels to the north, south and east parts of the property, adjacent to neighbouring properties, remain largely unchanged.

²⁶ Refer to clause A1, clause 7.0 (7.0.1) ‘Outbuildings’, and ‘limits of application’ to clause E1.3.2.

²⁷ Including E1.3.3(a)-(f).

²⁸ Including G13.3.2(a)-(f).

- 4.45. Further, given floodwater in a 1% AEP event is unlikely to reach the garage, I consider this raised area of the driveway, in combination with the retaining walls and kerb and channel, is not expected to materially alter flood behaviour or redirect water in a way that would worsen, adversely affect, or result in flooding on adjoining property.
- 4.46. I note the property is in a mapped overland flow path. In the event of inundation at the site, the neighbouring properties are likely to receive similar depths of floodwater but not resulting from the building work at the owners' property.
- 4.47. I consider adequate provision has been made to protect other property from the natural hazard of inundation.

5. Conclusion

- 5.1. I have found adequate provision has been made to protect the land, building work and other property in accordance with section 71(2)(a), meaning the applicable pathway to grant the consent was section 49 (not section 72). Consequently, there was no requirement for a natural hazard entry to be added to the property's record of title under section 73.
- 5.2. It is now for the authority to notify the Registrar-General of Land that the section 73 notice is not required.

6. Decision

- 6.1. In accordance with section 188 of the Building Act 2004, I modify the authority's decision and remove the section 72 condition from the building consent.

Signed for and on behalf of the Chief Executive of the Ministry of Business, Innovation and Employment on 16 September 2026.

Peta Hird

Lead Determinations Specialist