

**BEFORE INDEPENDENT HEARING COMMISSIONERS
IN CHRISTCHURCH**

TE MAHERE Ā-ROHE I TŪTOHUA MŌ TE TĀONE O ŌTAUTAHI

IN THE MATTER of the Resource Management Act 1991 (RMA)

AND

IN THE MATTER of the hearing of submissions on Plan Change 14
(Housing and Business Choice) to the Christchurch
District Plan

SUMMARY STATEMENT OF MATT BONIS ON BEHALF OF CAMBRIDGE

137 LIMITED

[Sub #1092]

HISTORIC HERITAGE

12 April 2024

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Summary Statement

- 1 My name is Matthew William Bonis. I provided Planning evidence on behalf of the submission (#1092) from Cambridge 137 Limited (**Cambridge 137**) dated 20 September 2023. The submission and my evidence considered the relief seeking Harley Chambers be removed from Appendix 9.3.7.2 Schedule of Significant Historic Heritage.
- 2 I have outlined in my primary evidence: the experts relied on in terms of my conclusions¹; the review of Council evidence²; and related statutory matters and background documents³. I have considered rebuttal evidence and summary statements, and viewed the Hearing on those days the Council's team considered matters relevant to the relief sought. I confirm compliance with the Code of Conduct for witnesses⁴.

Matters agreed

- 3 In terms of application of the Planning framework, I understand that the following are agreed:
 - (a) The building is assessed as having an NBS of less than 15%⁵.
 - (b) The building is subject to an Earthquake Prone Notice under the Building Act 2004 requiring works be undertaken by 14 June 2025.
 - (c) A minimum 67% NBS for any repair strategy is a reasonable target⁶ in terms of obtaining finance, insurance and leasing⁷. Albeit any change of use would need to aspire to 100% NBS⁸.
 - (d) Public funds (Council Heritage Incentive Grant) are very limited and do not offer significant assistance⁹.
 - (e) The damage assessment and repair methodology are agreed as set out by Quoin (Gilmore)¹⁰.

¹ EIC Bonis [13]

² EIC Bonis [14]

³ EIC Bonis [12]

⁴ EIC Bonis [7]

⁵ EIC Gilmore [55], Hogg [26](g)

⁶ EIC Hogg [26](c)

⁷ EIC Gerrard [8]

⁸ EIC Gilmore [15]

⁹ EIC Ohs [247]

¹⁰ Hogg Summary [5,6], Gilmore [28 – 111]

- (f) Repair works will be invasive, especially for the interior, including extensive ground works (including piling)¹¹, and at a minimum the façade will need to be stripped back to substrate¹². Noting that demolition experts for the owner have advised of a need to remove part of the northern façade to facilitate internal works / demolition¹³.
- (g) There is little material cost difference between experts for the repair strategy or new build¹⁴. These are understood to be:

	67% NBS Repair	100% NBS Repair	Façade & New Build	New Equivalent	Extra value façade only
Stanley ¹⁵	\$21.9m	\$24.1m	\$20.1m	\$13.6m	\$6.56m
Pomeroy ¹⁶	\$25.4m	\$27.8m	\$20.8m	\$13.6m	\$7.15m

- (h) Mr Doody (based on Mr Pomeroy) identifies residual values.

	67% NBS Repair	100% NBS Repair	Façade & New Build	New Equivalent
Doody ¹⁷	-\$14.72m	-\$16.95m	-\$9.8m	-\$0.3m

- (i) **Policy 9.3.2.2.1** provides a disjunctive test at (c)(iii) and / or (iv), that exempts listing where either restoration would compromise heritage values and integrity such that the building would no-longer retain heritage significance, *and / or* engineering and financial factors would make listing unreasonable or inappropriate.
- (j) Financial and engineering factors make it unreasonable or inappropriate to schedule Harley Chambers¹⁸ in terms of the application of **Policy 9.3.2.2.1(c)(iv)**.

Matters that are disagreed

- (a) Whether as subject to restoration and repairs, for the purpose of **Policy 9.3.2.2.1(c)(iii)** there would be sufficient heritage fabric and

¹¹ EIC Hogg [26](d)

¹² EIC Hogg [26](f)

¹³ EIC Gilmore [26], Lyttle [51]

¹⁴ Stanley Summary [4.5], Joint Statement QS 4 Oct.

¹⁵ Rebuttal Stanley [50]

¹⁶ EIC Pomeroy [14]

¹⁷ EIC Doody [39]

¹⁸ Rebuttal Richmond [12], EIC Bonis [75](c)

integrity remaining to warrant listing, including the approach of listing the façade only¹⁹.

IPI Instrument to amend the Heritage Schedule

- 4 I agree with the legal submissions from Ms de Latour, that if historic heritage can act as a qualifying matter²⁰ for the purpose of an IPI, including the addition of further items²¹, then the removal of items from the list must also be contemplated.

Conclusion regarding the listing of the whole building / façade only

- 5 I have outlined the Policy framework in my Evidence In Chief²² and also in my evidence for Woolworths NZ Ltd (sub #780).
- 6 I have identified that there remains a recovery lens contained within the Christchurch District Plan (to be reconciled with Heritage protection), such as found within Strategic **Objective 3.3.8** Central City Revitalisation, **Objective 3.3.9** Historic heritage, and **Objective 9.3.2.1.1** including *recognising the condition of buildings, particularly those that have suffered earthquake damage, and the effect of engineering and financial factors on the ability to retain ... them.*
- 7 In my view the fulcrum of this matter resides in **Policy 9.3.2.2.1**, and the exemptions for listing provided in clause (c)(iii) and (iv):

(c) Schedule significant historic heritage ...unless

iii. the physical condition of the heritage item, and any restoration, reconstruction, maintenance, repair or upgrade work would result in the heritage values and integrity of the heritage item being compromised to the extent that it would no longer retain its heritage significance; and/or

iv. there are engineering and financial factors related to the physical condition of the heritage item that would make it unreasonable or inappropriate to schedule the heritage item.

- 8 Based on the engineering and economic evidence as agreed with Ms Richmond, the listing of the building is not supported in terms of clause (c)(iv). As stated by Mr Lyttle, restoration would be unviable²³. The

¹⁹ EIC Brown [52, 91]. Rebuttal Ohs, Pearson 22, 24] predicated on Appendix 9.3.7.1

²⁰ S770(a)

²¹ EIC Ohs [65], Richards [6.1.3] PC14 ... adds 44 additional items for protection.

²² EIC Bonis Part B

²³ Lyttle [51]

clause (c) tests are disjunctive, and a conclusion under this clause is sufficient to remove Harley Chambers from the schedule. There is agreement without investment that the building will keep deteriorating over time²⁴, further diminishing aesthetic and contextual values.

- 9 For completeness in terms of clause (c)(iii), there is a divergence in opinion between Mr Brown and Mr Pearson / Ms Ohs. Were the Panel to consider that reconstruction and restoration were to such an extent that heritage values would be diminished substantially to not retain heritage significance, then the evidence of Mr Brown should be preferred²⁵. Accordingly, the relief would jointly find support within clause (c)(iii). In support of that approach is the agreed repair strategy as outlined by Mr Gilmore, and as outlined by Mr Hogg the invasive nature of works, including façade and ground works²⁶.
- 10 Lastly in terms of the question of retaining a listing for façade retention, I agree with Mr Brown that such is highly unlikely to warrant scheduling²⁷. That agreement is supported based on: the reduction in heritage fabric²⁸ and in particular loss of technological values²⁹; that the existing listing is at the second tier of 'significance'³⁰; agreement between the Heritage experts that facadism is a poor cousin of conservation; the extent of groundworks necessary for internal demolition and stripping the façade to substrate³¹; the necessity for removal of some of the northern extent of the façade to facilitate demolition works; and the economic costs for retention as identified above.

Dated this 12 day of April 2024



Matt Bonis

²⁴ EiC Hogg [19]

²⁵ EiC Brown [59 – 63]

²⁶ EiC Hogg [26]

²⁷ EiC Brown [91]

²⁸ EiC Brown [71 – 74]

²⁹ EiC Brown [55]

³⁰ Policy 9.3.2.2.1(b), Appendix 9.3.7.2

³¹ EiC Hogg [26]