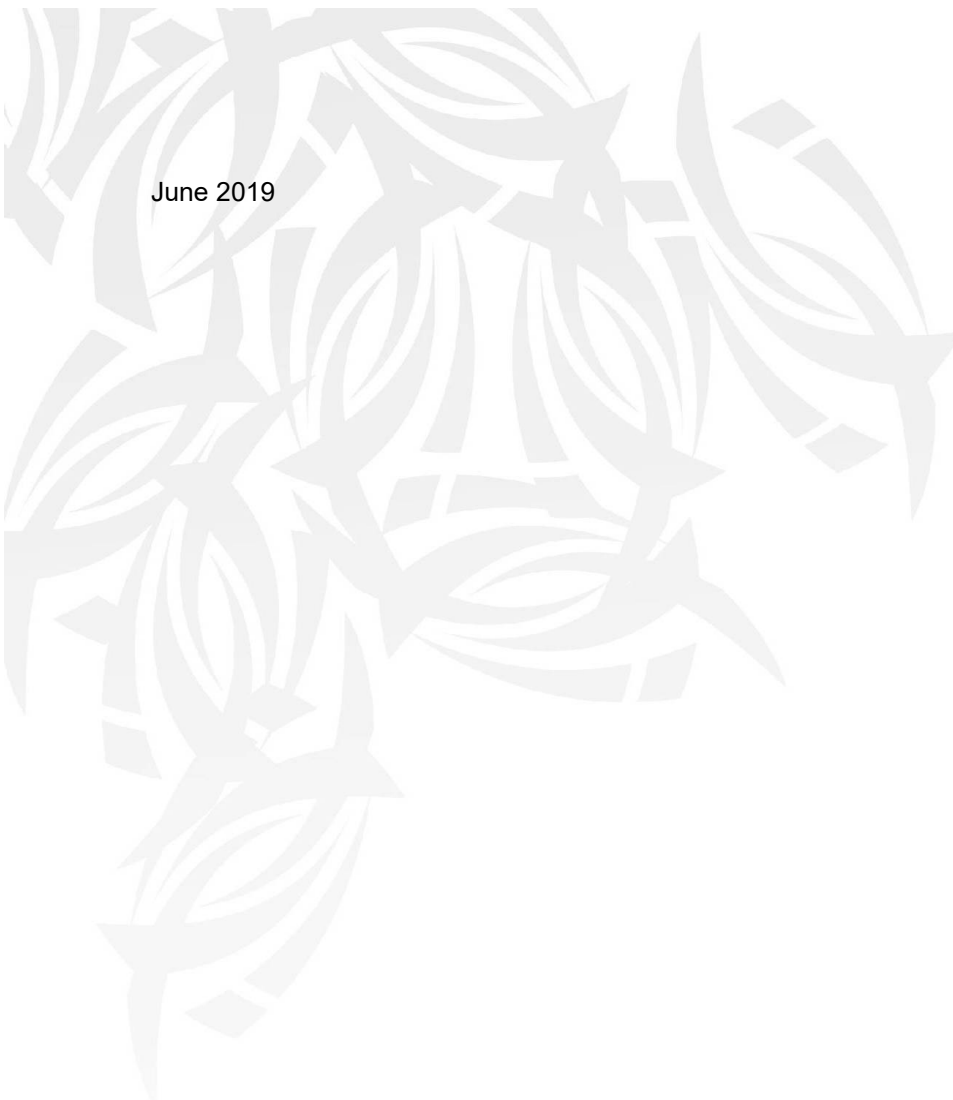




# HOUSING CARE SERVICE

INFORMATION FOR SENIORS WISHING TO APPLY FOR HOUSING



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## INTRODUCTION

This kit is for Senior Citizens' who maybe eligible, and who are thinking about renting a unit from the Invercargill City Council. It tells them what the Council can offer and gives information about eligibility, waiting lists, rents and making applications.

If you have any questions please don't hesitate to ask.

## ENQUIRIES

The Housing Care Administration/Support Officer is situated at the:

Invercargill City Council  
101 Esk Street  
INVERCARGILL 9840

The telephone number for enquiries is (03) 211 1777.

## AM I ELIGIBLE?

- You must be a New Zealand Citizen or be permitted to reside in New Zealand permanently.
- You will be asked to provide Residency or Citizenship papers, if you were born overseas.
- Furthermore, **the Invercargill City Council must be satisfied that you will be a good tenant and able to live co-operatively with others on the site.**

Because resources are limited, the housing must be targeted to those who most need it. On approval, applicants are placed according to their circumstances, into the Primary or Secondary priority group. The higher your priority, the more likely you are to be housed sooner.

## ASSETS AND INCOME

Your assets and income will affect the priority your application receives and the level of rent you will pay. There is a primary and secondary asset limit. The limits are set by the Council and are adjusted from time to time.

Currently, the primary asset limits are \$23,000 for a single applicant and \$26,500 for a couple. The secondary asset limit is \$50,000 for all applicants.

Assets include investments (including Bonus Bonds), money in trusts, savings, real estate and any items of significant value. However, they do not include furniture and personal effects or usually your car.

If you personally own or have a financial interest in any houses, flats or cribs, you would be required to declare it to Council and expected proceeds of any sale being included in the assessment of your priority on the waiting list.

Depending on the value of your financial interest in any property, you would be required to sell the property prior to the commencement of any tenancy with Council.

You should not divest yourself of assets in order to increase your priority. If you do, your application will be assessed as if you retained the assets, and you may find that you are allocated a lower priority. Furthermore, you will no longer have the asset to call on should you need to find alternative accommodation or pay market rent.

The following income limits and asset limits are baseline criteria across the priority groups for eligibility:

	Single Person	Couple
Income Limit	\$24,750	\$34,750
Primary Asset Limit	\$23,000	\$26,500
Secondary Asset Limit	\$50,000	\$50,000

## THE WAITING LIST

If your application is successful, your name will be placed on our waiting list. **Unfortunately, it is impossible to say how long you will have to wait before we can offer you a suitable flat.** Your application will be prioritised according to the following guidelines:

### CRITERIA

#### **Primary Eligibility**

In order to be given this priority the applicant must:

- Be 60 years or more; and
- Have an on going housing need and be on a permanent benefit and /or have special needs/health issues and their income is within the income limit:
- Their assets are within the primary asset limit of \$23,000 or secondary asset limit of \$50,000 (which doesn't include furniture and personal effects or usually a car).
- May be at risk in their current accommodation.

#### **Secondary Eligibility**

In order to be given this priority the applicant must:

- Be 55 years or more;
- Have an on going housing need and be on a permanent benefit and /or have special needs/health issues and their income is within the income limit:
- Their assets are within the primary asset limit of \$23,000 or secondary asset limit of \$50,000 (which doesn't include furniture and personal effects or usually a car).

These applications will be considered for eligibility depending on individual circumstances.

All of the above applications will be subject to additional assessment relating to compatibility with existing Housing Care residents/neighbours in terms of safety, privacy and suitability of the accommodation offered by the Housing Care Service.

## NOTE ON PRIORITY

Where possible those applicants who have been on the waiting list the longest will be allocated a flat first. The only exception is:

### URGENT NEED

Where an applicant has an urgent housing need or is at risk in their current housing, Council's Housing Staff will treat the application with urgency and give preference where the applicant is willing to accept accommodation in any flat.

## ALLOCATION OF UNITS

When a unit is vacated it will be offered to the next applicant on the list for whom it would be suitable. **The applicant usually has two days to decide whether to accept.** However, an extension may be given in certain circumstances.

If you refuse a unit, you do not drop to the bottom of the waiting list. However, please tell us why the unit is unsuitable so that we can make a more suitable choice the next time.

The Council is reluctant to allow shifts between units unless this will significantly improve the well-being of the tenant applying for the shift. You should therefore consider carefully before accepting a unit.

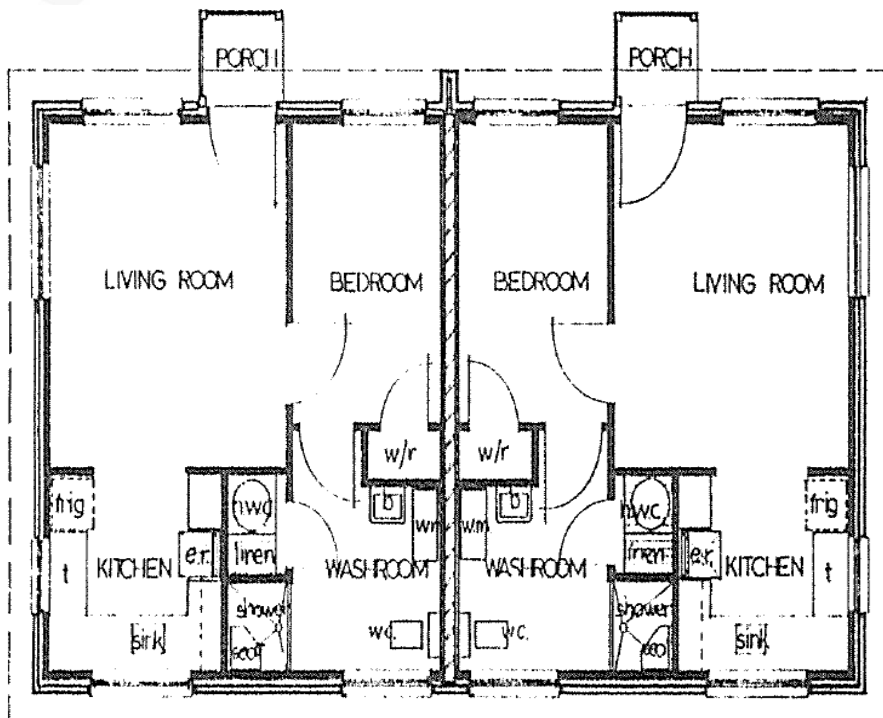
# PRESENT INVERCARGILL CITY COUNCIL HOUSING STOCK

## DESCRIPTION OF HOUSING

The Invercargill City Council currently has 215 housing units. Of these 164 units (76%) are one bedroom units. There is one, two bedroom 'special needs' unit and 50 studio units (bedsit).

Number of Bedrooms	Number of Units
0 Bedrooms/Studio Units	50
1 Bedroom	164
Special Needs Units	1
<b>Total</b>	<b>215</b>

Examples of 1 bedroom units.





## LOCATION OF UNITS

The Council units are located as follows:

Number of Units	Complex Name	Address
10	Willow Park	64 Adamson Crescent
14	Clarendon Court	60 Stirrat Street
7	Kelly Court	210 Crinan Street
7	Niven Place	102 Earn Street
40	Elston Lea Village	50 Murphy Street
7	Strathpine	246 Ettrick Street
16	Nevill Place	26 Selwyn Street
8	Aurora Place	15 – 29 Janet Street
12	Cairnsmore	160 Leet Street
6	Thorndale	3 Lithgow Street
8	Laurel Court	2 Maltby Street
4	Miller Street Flats	Miller Street
22	Otarewa Village	90 Conon Street
6	Powell Court	295 Pomona Street
8	Aiden Place	132 Princes Street
10	Korimako Court	12 Waverley Street
8	Pateke Place	429 Yarrow Street
4	Jim Brass Place	154 Elles Road
5	Anzac Court	9 Tone Street, Bluff
6	Kinross Flats	30 Henderson Street, Bluff
6	Stirling Flats	25 Gregory Street, Bluff
1	Special Needs Unit	50 Murphy Street

## AMENITIES

### HEATING

All units have electric heating, convection heaters, wall heaters or under-floor heating.

### LAUNDRY FACILITIES

All units are supplied with automatic washing machines. Tenants can use their own automatic washing machines if they wish to, in units which have the appropriate tap fixtures.

### COOKING FACILITIES

All units have electric ranges or rangettes.

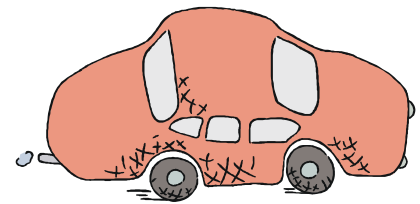
## REFRIGERATORS, CURTAINS AND DRAPES

Tenants supply their own refrigerators, curtains and drapes. Curtain rails are in units and remain the property of the Council.

## PARKING

All the Housing Care complexes have limited off-street parking for one vehicle per unit.

Car parks are not allocated to particular units or to particular tenants. Car parking is primarily for tenant use. Visitors to tenants may not park within the complex for extended periods of time. Service agencies providing personal care or home help to tenants, Council staff and contractors on Council business, are permitted to use the car parking provided for tenants.



Three of the units at Jim Brass Place have carports.

## SPECIAL NEEDS

Units can sometimes have minor alterations done to meet individual needs. However, if an alteration is required on the recommendation of a community occupational therapist and is considered by them to be essential, then it may be funded by a grant from the Health Funding Authority at no cost to the tenant.

A common alteration is to fit handrails at entries and in bathrooms.

## LAWNS, SHRUBS AND HEDGES

Council undertakes all lawn mowing on a regular basis at all complexes. Shrubs and hedges and larger garden plots are maintained by Council contractors.

## GARDENS

Residents are encouraged to be responsible for the small garden beds and borders immediately adjacent to their unit.

## RUBBISH

A number of wheelie bins are supplied at each complex for household rubbish and recycling. The wheelie bins are not allocated individually but are for the use of all residents. Generally, wheelie bins are shared – one wheelie bin between two neighbouring tenants with sufficient recycle bins to meet the needs of the complex.

Garden rubbish can be disposed of in the composting bins provided on complexes.

Residents may, if they wish, arrange for their own bin and rubbish pickup.



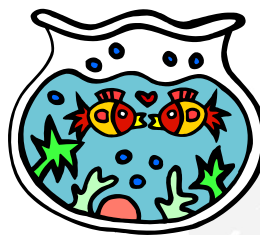
## RENTALS AND TENANCY

### TENANCY AGREEMENT

When you start your tenancy, you must sign a tenancy agreement. A sample of this agreement is included at the back of this document.

Please note that:

1. Only the person or people named in the agreement may permanently live in the unit.
2. **Dogs are not allowed.**
3. You may keep a cat, bird or fish. Only one cat may be kept. It must be spayed or neutered.
4. Tenants must show a sense of community responsibility and respect each other's privacy.



## RENT

Rent is paid fortnightly, in advance. You will be asked to pay rent up to the next billing cycle when you begin your tenancy, and then (by automatic payment) every fortnight from that time.

There are two distinct levels of rent – one known as “service level” and the other as “market”. Those applicants who are high or medium eligibility pay service level rent whilst low eligibility or others may pay market rent.

Service level rents range up to \$115.00 per week for a studio unit and \$135.00 per week for a one bedroom flat. The Special Needs Unit attracts a different rental rate to other units.

If it would be difficult for you to meet these rent payments, the following avenues of assistance are available and may be able to help you.

## ACCOMMODATION SUPPLEMENT

The accommodation supplement is paid to eligible people by Work and Income. It is income and asset tested. Enquiries should be made to Work and Income, you will find the local offices listed in the blue pages at the front of your phone book.

## BUDGET ADVICE

A number of organisations have people who are experienced in helping people to plan a budget for a very limited income. The Citizen’s Advice Bureau, telephone 218 6648, have information about such services:

Jubilee Budget Advisory Service

74 Don Street

Invercargill

Phone: 214 0942

# HOW TO APPLY FOR A UNIT

## COMPLETE THE APPLICATION FORM

An application form is included with this Information Booklet. If you need assistance in completing it, the Housing Care Administration Support Officer at Council will be happy to help. The Housing Care Administration Support Officer will be able to witness your Statutory Declaration at your interview, so don't fill in this part of the application unless you are unable to attend the interview.

## OBTAIN TWO CHARACTER REFERENCES

The referees must:

- Have known you for at least 12 months; and
- Be unrelated to you.

The letters of reference must be:

- Accompanied by the referees' names, addresses and contact telephone numbers; and
- Not more than 12 months old.
- Alternatively references can be contacted for a verbal reference.

A personal credit reference is available on line from Veda Advantage, [www.mycreditfile.co.nz](http://www.mycreditfile.co.nz), which members of the public can access.

A letter from a recent previous landlord, detailing length of tenancy, condition of property at close of tenancy and regularity of rental payments, could be helpful to support your application.

If you will have difficulty providing such references, please advise the Housing Officer.

## FUTURE SUPPORT FOR APPLICATIONS

The Housing Care Service reserves the right to request any applicant to support their application with written reports from personal health or social services professionals. These requests are limited to those occasions where staff have concerns about a prospective tenant's ability to live successfully in the unique environment of Council flats.

## MAKE AN APPOINTMENT

When you have completed the application form and have the necessary references, make an appointment for an interview with a Housing Care Officer. Please do not call in on the off-chance, because there may not be a Housing Care Officer available to see you. Much of their work is done away from the office. Call the Housing number on 211 1777.



## **INTERVIEW**

The interview is very informal but gives both you and the Housing Care Administration Support Officer a chance to obtain any additional information or documentation and explain anything that is not clear. You can also tell us of any special needs you may have. If, because of illness or disability, you are unable to call at the office, please tell us so that alternative arrangements can be made for a Housing Care Administration Support Officer to visit you.

If you live outside the Southland area, you should post your application so that your name can be placed on the waiting list promptly. You may wish to consider giving the name, address and telephone number of a relative or friend who could take a preliminary look at any flat allocated to you. This may save you travelling to look at flats that are clearly not suitable. However, we do not expect you to make a final decision before seeing the flat yourself.

If you are visiting Invercargill later on, it would still be useful to meet us and discuss your application then.

## **OUTCOME**

We will advise you whether your application has been approved and, if it has been approved, what priority it will receive.

## OTHER HOUSING OPTIONS

If you find that the type of Council Housing discussed so far does not suit your needs, you may wish to consider:

### MINISTRY OF SOCIAL DEVELOPMENT

The Ministry of Social Development has houses and flats for rental.

The Ministry of Social Development website is [www.housing.msd.govt.nz](http://www.housing.msd.govt.nz).

OR call Work and Income on 0800 559 009,

OR Senior Services on 0800 552 002,

OR visit 33 Gala Street, Invercargill.

### OTHER

There are many private landlords. Some suggestions for seeking accommodation are:

(a) **Newspapers**

Check the "To Let" columns in the Southland Times and Community newspapers. The best days are usually Wednesday and Saturday.

Alternatively, place an ad yourself. Briefly describe the type of place you want to rent and give a contact telephone number.

(b) **Community Noticeboards**

Check for advertisements in shop windows or at clubs you attend, or put up your own.

(c) **Real Estate Agents**

Many are also letting agencies. They usually charge a fee equal to a week's rent for signing you up for a tenancy.

# SAMPLE TENANCY AGREEMENT

## TENANCY AGREEMENT

**THIS AGREEMENT** made the      day of

**BETWEEN** the Landlord named in the Schedule hereto (hereinafter called “the Landlord”) of the first part

**AND** the Tenant named in the Schedule hereto (hereinafter called “the Tenant”) of the other part

**WHEREBY THE LANDLORD AND TENANT AGREE AS FOLLOWS:**

**This is a legally binding contract.**

1. **THE** Landlord agrees to let and the Tenant agrees to take the premises described in the Schedule hereto and the chattels described in the Schedule hereto or in an inventory attached hereto and signed by the Tenant and paying in advance for the term and rental set out in the Schedule hereto.
2. **THE** Landlord warrants that the premises meet the minimum insulation standards as at 1 July 2019.
3. **THE** Landlord warrants that the premises will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act.
4. **THE** Tenant shall not assign, sublet or part with possession of all or any part of the premises or the chattels.
5. **FOR** the purposes of the Credit Contracts Act 1981, no proprietary interest or title whatsoever by this Agreement is deemed to have passed to the Tenant.
6. **THE** right of access to the premises is a facility provided by the Landlord but this tenancy is subject to any right of access over the premises to any other premises.
7. **THIS** tenancy is subject to the Residential Tenancies Act 1986 and the Appendix annexed hereto.

### 8. **INTERPRETATION**

In this Agreement:

- (a) The expressions “the Landlord” and “the Tenant” shall be deemed to include where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (b) Where the context requires or admits words importing the singular, shall import the plural and vice versa.



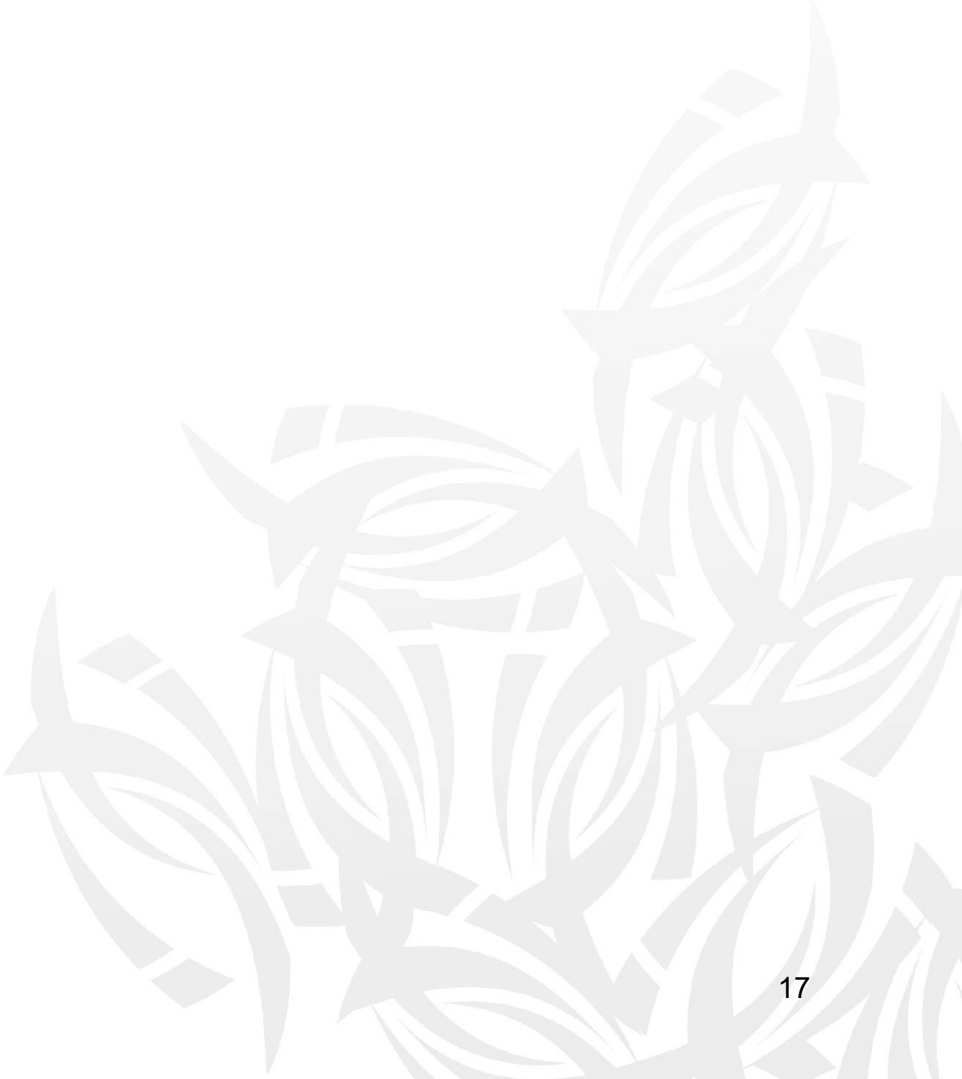
**9. OTHER CONDITIONS**

**SIGNED** by the Tenant in the presence of: )  
)  
)

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**HOUSING ADMINISTRATION / SUPPORT OFFICER**

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## SCHEDULE

### **LANDLORD**

Name: Invercargill City Council  
Occupation: A Local Authority  
Address: Private Bag 90104, Invercargill 9840  
Telephone: Ph: 03 2111777 Email: service@icc.govt.nz

### **TENANT**

Name:  
Occupation:  
Address:  
Telephone: Ph : Email:

### **PREMISES**

### **COMMENCEMENT DATE**

The commencement date for this tenancy is the day of

### **TERMINATION DATE**

This is a periodic tenancy and may be ended by either party giving notice as required under the Residential Tenancies Act 1986.

### **RENTAL**

The rent for the premises shall be \$ per fortnight and shall be paid fortnightly in advance by the Tenant to the Landlord or into the Landlord's nominated Bank Account.

Invercargill City Council Debtors Account BNZ 020924 0019668 03

## ***RENTAL REVIEW DATE***

Rents are reviewed periodically under the terms of the Residential Tenancies Act 1986.

## **INSULATION STATEMENT**

### ***CHATELS INCLUDED IN TENANCY***

- Washing Machine
- Electric Range
- Floor Coverings
- Heating
- Bathroom Heating
- Freeview Aerial Fly Lead

### ***MAXIMUM NUMBER OF PERMITTED OCCUPANTS***

- One

### ***PETS***

- None

### **INSPECTIONS**

- Initial inspection within two weeks of tenancy commencement
- Annual inspection

### ***ADDRESS FOR SERVICE***

Landlord's or Agent's address for service not being a Post Office Box:

Civic Administration Building, 101 Esk Street, Invercargill 9810

Tenant's alternative and contact phone number, for service in the event of an emergency, not being a Post Office Box, or premise rental address:

## Rights and Responsibilities

### **AGREEMENT**

- Each party should keep a copy of this tenancy agreement.
- Changes in the particulars of either party must be notified to the other party within ten working days.
- The agreement must contain a statement, signed by the landlord, about the insulation in the property.
- Tenants shall be not less than 18 years of age.

### **RENT**

- Not more than two weeks in advance.
- 60 days notice in writing is to be given of rent increase.
- The rent shall not be increased within 180 days of the start of the tenancy or the last rent increase unless the rental is reviewed annually on a date specified herein.
- Receipts must be given, except where rent is paid by automatic deduction, by non-negotiable personal cheque, or into a bank account operated exclusively for the tenancy or deduction from wages.
- Rental shall not be increased in breach of Tribunals Rental Assessment under Section 25 of the Residential Tenancies Act 1986.
- Receipts must state:
  - (a) The amount and nature of the payment.
  - (b) Date of payment.
  - (c) The address of the premises.
  - (d) The name of the person who made the payment.
- Rental shall not be paid by post-dated cheque or order.
- Landlord shall not seize goods for security of rental subject to orders of Tribunal.
- Landlord may apply to Tribunal for orders for sale of abandoned goods.

### **RESPONSIBILITIES**

- (a) The Landlord shall:
  - Provide and maintain the premises in a reasonable condition.
  - Allow the tenant quiet enjoyment of the premises.
  - Comply with all building, health and safety standards that apply to the premises.
  - Comply with all requirements in respect of smoke alarms imposed on the landlord by regulations.
  - Pay rates and any insurance taken out by the landlord.
  - Not seize the tenant's goods for any reason.
  - Inform the tenant if the property is on the market for sale.
  - Not interfere with the supply of any services to the premises.
  - If the landlord is in breach of these responsibilities the tenant(s) can apply to the Tenancy Tribunal.

(b) The Tenant shall:

- Pay the rent in full and on time.
- Keep the premises reasonably clean and tidy, and notify the landlord as soon as any repairs are needed. You may not withhold rent if you cannot get repairs done.
- Pay all electricity, gas, and telephone charges.
- Be responsible for their own personal effects and contents insurance.
- Not disturb the neighbours or the landlord's other tenants.
- Not use the property for any unlawful purpose.
- Not keep any pets without consent of the Landlord.
- Not damage or permit damage to the premises or intentionally allow any other person to damage the premises or allow property to be used for any unlawful purpose. (Residential Tenancies Act, 1986, section 40 (2a and 2b))
- Not make alterations to the premises without the Landlord's written consent (including affixing of fixtures), eg TV Aerials and/or SKY dish.
- Not exceed any limit set by the Landlord of the number of occupants in the premises.
- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy.
- At the end of the tenancy, leave all keys and such things with the landlord. Leave all chattels supplied with the tenancy.
- Notify the Landlord of any change of address for service within 14 days.
- Be present at an appointed time for a Property Inspection to be carried out with the Landlord within two weeks of tenancy commencing and also prior to termination of tenancy.
- Agrees to advise the Landlord of any change in their financial circumstances. This includes but is not limited to, being a beneficiary of any trust, a change in income or any other matter that may impact on their eligibility to remain in the tenancy. The Landlord reserves its right to review and give notice to vacate the tenancy where circumstances warrant.

## ***RIGHTS OF ENTRY***

The Landlord (or the Landlord's agent or contractors) shall enter the premises only:

- With the Tenant's consent at the time of entry.
- In an emergency.
- For necessary maintenance or repairs, compliance or preparation for compliance with any requirements regarding smoke alarms or insulation, from 8 am to 7 pm, after 24 hours' notice.
- For an inspection of the property or for work done by the tenant, from 8 am to 7 pm after 48 hours' notice.
- With the tenant's prior consent, to show the premises to prospective tenants, purchasers, registered valuer or real estate agent doing an appraisal, or other expert engaged in appraising the premises.
- Consent may not be unreasonably withheld but reasonable conditions may be imposed.

## ***SUBLETTING AND ASSIGNMENT***

Subletting or Assignment of Tenancy is not permitted.

## ***LOCKS***

Neither the Landlord nor the Tenant shall change the locks without the consent of the other party.

## ***NOTICE TO LEAVE***

In all cases, the tenant must give the landlord 21 days' notice in writing.

The landlord may give 42 days' notice in writing – and must state the reason for termination if:

- The landlord has an unconditional agreement to sell the premises with vacant possession; or
- The premises are required for an employee of the landlord and this has been agreed at the start of the tenancy.

In other cases, the landlord must give 90 days' notice in writing.

## ***TERMINATION BY TRIBUNAL***

The landlord may apply to the Tenancy Tribunal for a termination order where:

- The rent is 21 days in arrears or property has been abandoned.
- The tenant has caused or threatened to cause substantial damage to the premises the tenant has assaulted, or threatened to assault the landlord, a member of the landlord's employees, or a neighbour
- The tenant has failed to comply with a 14 days' notice to remedy a breach.

A tenant may apply to the Tenancy Tribunal for a work order, compensation or to terminate the tenancy, if the landlord has breached the tenancy agreement or the Residential Tenancies Act.

## ***MITIGATION OF LOSS***

- If one party to the tenancy agreement breaches it, the other party must take all reasonable steps to limit the damage or loss arising from the breach.

## ***DISPUTES***

- In the case of any dispute or breach of the Tenancy Agreement or the Residential Tenancies Act, the Landlord and / or the Tenant can make an application to the Tenancy Tribunal. Generally such applications will be referred to a Tenancy Mediator who will be available to help solve the dispute.

**DATED**

**BETWEEN**

**INVERCARGILL CITY COUNCIL**

*LANDLORD*

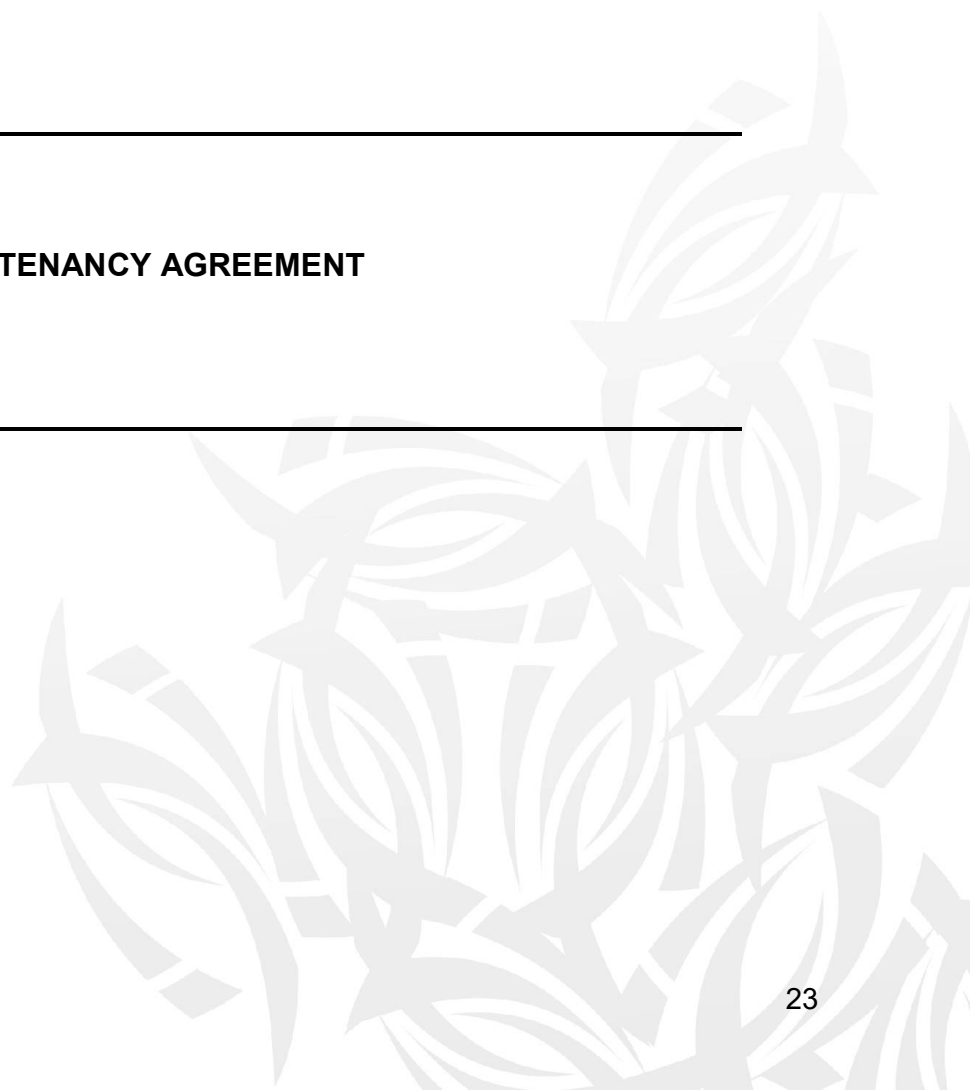
**AND**

*TENANT*

---

**TENANCY AGREEMENT**

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## NOTES TO THIS TENANCY AGREEMENT

1. All tenancy agreements must be in writing.
2. The landlord must provide the tenant with a copy of this agreement prior to the commencement of the tenancy.
3. This agreement must be completed in full and the tenant and landlord each keep a copy.
4. The rights and obligations set out in the *Residential Tenancies Act 1986* are implied in every residential tenancy agreement (see pages 5, 6 and 7 of this agreement for a brief outline of some of the key provisions of the *Residential Tenancies Act 1986*).
5. No terms or conditions added to this agreement are valid if they are contrary to the *Residential Tenancies Act 1986*.
6. Landlords are now required to sign a statement disclosing details of any insulation in the property.
7. All rental properties must meet the requirements in regulations regarding insulation and smoke alarms.
8. Before signing this agreement all parties should carefully read it and seek information from Tenancy Services if they are unclear about what they are agreeing to.
9. The parties must record their full names correctly.
10. If there is a problem between the tenant and landlord, and they can't agree, Tenancy Services can help sort it out. Visit [www.tenancy.govt.nz](http://www.tenancy.govt.nz) or call us for free information on **0800 836 262**.



## Checklist

<p><b>Before making an appointment with the Housing Officer to discuss your application, please ensure:</b></p>	<p>✓</p>
<p>1. You have completed the Application for Housing Form</p>	
<p>2. You have two character references</p>	
<p>3. You have accurately recorded your assets and earnings. This includes any investments and interest earned from investments.</p>	
<p>4. If you have health or disability issues you wish to have taken into account, do you have a support letter from a Health Professional or Social Services Professional?</p>	
<p>5. If you have all of the above, you are now ready to phone 03 2111777 and make an appointment to see the Housing Officer.</p> <p>Enter appointment details below:</p> <p>Date: _____</p> <p>Day: _____</p> <p>Time: _____</p> <p>With: _____</p>	

**Please note: The Housing Application is a Statutory Declaration and it is illegal to omit, or provide false, information.**



**Invercargill**  
CITY COUNCIL

INVERCARGILL CITY COUNCIL • PRIVATE BAG 90104 • INVERCARGILL 9840 • NEW ZEALAND  
PHONE (03) 211 1777 • FAX 03 211 1433 • [www.icc.govt.nz](http://www.icc.govt.nz)