

**Reprint
as at 12 November 2018**



Public Bodies Leases Act 1969

Public Act 1969 No 141
Date of assent 24 October 1969
Commencement see section 1(2)

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Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.
Note 4 at the end of this reprint provides a list of the amendments incorporated.

This Act is administered by the Department of Internal Affairs.

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An Act to consolidate and amend the law relating to the powers of certain public bodies to lease land

1 Short Title and commencement

- (1) This Act may be cited as the Public Bodies Leases Act 1969.
- (2) This Act shall come into force on 1 January 1970.

2 Interpretation

In this Act, unless the context otherwise requires,—

council means a territorial authority or a regional council within the meaning of the Local Government Act 2002

farm land means land which is used, or in the opinion of the leasing authority should be used, exclusively or principally for the cultivation of the soil for the production of food products and other useful products of the soil, including the use of the land for horticultural or pastoral purposes or the keeping of pigs, bees, or poultry; and **farming purposes** has a corresponding meaning

leasing authority means—

- (a) *[Repealed]*
- (b) every person or body of persons, whether incorporated or not, declared by or pursuant to the provisions of any enactment, whether passed before or after the commencement of this Act, to be a leasing authority for the purposes of this Act or for the purposes of the Public Bodies' Leases Act 1908 or any corresponding former Act:
- (c) every person or body of persons declared by the Minister, pursuant to section 3, to be a leasing authority for the purposes of this Act

lessee includes the successors, executors, administrators, and assigns of a lessee

Minister means the Minister of Local Government

public notice means a notice published in 1 or more newspapers circulating in the district in which the land to which the notice relates is situated.

Compare: 1908 No 240 s 2

Section 2 **council**: replaced, on 1 July 2003, by section 262 of the Local Government Act 2002 (2002 No 84).

Section 2 **leasing authority** paragraph (a): repealed, on 1 July 2003, by section 262 of the Local Government Act 2002 (2002 No 84).

Section 2 **leasing authority** paragraph (b): amended, on 1 July 2003, by section 262 of the Local Government Act 2002 (2002 No 84).

Section 2 **Minister**: amended, on 1 April 1980, by section 10(7)(a) of the Local Government Amendment Act 1979 (1979 No 59).

3 Leasing authorities

- (1) The Minister, if he thinks fit, may from time to time, by notice in the *Gazette*,—

- (a) declare that any person or body of persons, whether incorporated or not, having power to lease any land held in trust, reserved, or set apart for religious, charitable, educational, scientific, or public purposes (whether or not the land is vested in that person or body of persons and whether the trust or reservation or setting apart is created or made by statute or in any other manner) is a leasing authority for the purposes of this Act:
provided that no person or body of persons may be declared to be a leasing authority under this paragraph except at his or its request:
- (b) declare that any person or body of persons declared to be a leasing authority under paragraph (a), or by an Order in Council made under section 4 of the Public Bodies' Leases Act 1908 or under the corresponding provisions of any former enactment, shall cease to be a leasing authority for the purposes of this Act.
- (2) Any such notice by the Minister may impose such exceptions, restrictions, limitations, or conditions (if any) as the Minister thinks fit on the exercise by the leasing authority of the powers conferred on leasing authorities by this Act.
- (3) No notice by the Minister purporting to have been issued under this Act shall be questioned or invalidated on the ground of want of jurisdiction to issue it or of any irregularity in the exercise of such jurisdiction.

Compare: 1908 No 240 s 4

Section 3(1)(b): amended, on 1 July 2003, by section 262 of the Local Government Act 2002 (2002 No 84).

4 Leasing powers conferred on leasing authorities by other Acts or by trusts

- (1) The powers conferred by this Act on a leasing authority shall be in addition to and not in substitution for any powers vested in that authority by any other Act for the time being in force, whether passed before or after the commencement of this Act, or by any trust, whether created before or after the commencement of this Act, save that no power conferred by this Act shall be exercised by any leasing authority if the exercise of that power would be contrary to the provisions of any such Act or trust.
- (2) *[Repealed]*

Compare: 1908 No 240 s 3

Section 4(1): amended, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

Section 4(2): repealed, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

5 Leasing of land to Crown

Notwithstanding anything in this Act or in any other Act, where any local authority or public body, whether or not it is a leasing authority under this Act, has power to lease any land, it may lease the land to Her Majesty the Queen or

to any other local authority or public body by private contract for such term, at such rent, and subject to such conditions as it thinks fit.

Compare: 1943 No 9 s 20

Section 5: amended, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

Part 1

Leases of land other than farm land

6 Application

This Part shall apply with respect to leases of land other than farm land, and in this Part the term **land** does not include farm land.

7 Powers of leasing authority to grant leases

- (1) Where a leasing authority has power to let any land, it may let the land under the provisions of this Act on any of the following tenancies or leases:
- (a) a tenancy at will:
 - (b) a tenancy determinable by the leasing authority at any time by 6 months' notice, or any shorter notice:
 - (c) a tenancy for any term not exceeding 99 years, without right of renewal:
 - (d) a tenancy with a right of renewal for 1 or more terms, the rent for the renewed terms to be determined by valuation in accordance with the provisions of Schedule 1, but so that the aggregate duration of the original and of the renewed terms shall not exceed 50 years:
 - (e) a tenancy for any term not exceeding 21 years, with a perpetual right of renewal for the same or any shorter period, at a rent to be determined by valuation in accordance with the provisions of Schedule 1:
 - (f) a tenancy for any term not exceeding 21 years, with a provision in accordance with Schedule 2 that on the expiration of the term a new lease for the same or any shorter term shall be offered for sale by auction, and so on from time to time in perpetuity:
 - (g) a tenancy for any term not exceeding 21 years, with a provision that on the expiration of the term the lessee shall have an option either to accept a renewal lease in accordance with Schedule 1 or to have a new lease offered for sale by auction in accordance with Schedule 2, and so on from time to time in perpetuity:
 - (h) a tenancy in accordance with paragraph (e) or paragraph (f) or paragraph (g), save that the right of renewal or of having a new lease offered for sale by auction is limited in duration in such manner as the leasing authority thinks fit, instead of being perpetual.

(2) *[Repealed]*

Compare: 1908 No 240 s 5

Section 7(1)(c): amended, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

Section 7(1)(g): amended, on 9 December 1976, by section 2 of the Public Bodies Leases Amendment Act 1976 (1976 No 116).

Section 7(2): repealed, on 1 July 2003, by section 138(1) of the Local Government (Rating) Act 2002 (2002 No 6).

8 Leases may be sold by public auction or public tender

- (1) Except so far as this Act otherwise provides, every lease granted under this Part shall be sold by the leasing authority by public auction or public tender, of which public notice has been given.
- (2) Every such notice shall be so published not less than 21 days before the day appointed for the auction, or before the last day appointed for making a tender, as the case may be, and twice after that notice and before the day so appointed.
- (3) Every such notice shall contain particulars as to the material provisions of the lease proposed to be sold, but, in relation to the provisions of Schedule 1 or Schedule 2, it shall be sufficient in the notice to refer to that schedule.
- (4) It shall not be necessary in any such sale by auction or tender for the leasing authority to accept the highest or any bid or tender, but no bid or tender other than the highest shall be accepted, except pursuant to subsection (5).
- (5) Notwithstanding anything in this section, a lease that has been offered for sale as aforesaid and not sold may at any time within 12 months after the day of the auction, or after the last day appointed for making a tender, as the case may be, be sold by private contract at a rent not less than the upset rent at which the lease was so offered.
- (6) Nothing in this section shall prevent a leasing authority from leasing any land by private contract for a tenancy at will, or for any term not exceeding 5 years, or for a term determinable at any time by the leasing authority by 6 months' notice or any shorter notice.

Compare: 1908 No 240 s 8; 1914 No 25 s 2

9 Leasing authority may offer land for lease at a rent determined by leasing authority

Notwithstanding anything in section 8, a leasing authority may offer any land for leasing, after calling for public applications, at a rent determined by the leasing authority.

Compare: 1945 No 40 s 66

10 Payment by incoming lessee of value of improvements

Any lease granted under this Part may contain a provision that the lessee shall pay to the leasing authority or to an outgoing lessee the value of any buildings,

fixtures, or other improvements on the land, and in any such case the value of the said buildings, fixtures, or improvements shall be determined in such manner as the leasing authority thinks fit.

Compare: 1908 No 240 s 11

Part 2

Leases of farm land

11 Powers of leasing authority to grant leases

Where a leasing authority has power to let any farm land, it may let the land under the provisions of this Act on either of the following tenancies:

- (a) a tenancy for farming purposes for any term not exceeding 5 years, without right of renewal, in accordance with the provisions of section 12:
- (b) a lease for a term of 21 years or 33 years, as the leasing authority decides, with a perpetual right of renewal for the same term as that of the original lease, at a rent to be determined by valuation in accordance with the provisions of Schedule 1.

12 Short tenancies for farming purposes

The following provisions shall apply with respect to every tenancy granted under paragraph (a) of section 11, namely:

- (a) the tenancy may be granted either after the calling for public applications or without competition:
- (b) subject to section 19, the tenancy shall be at such rent and subject to such conditions as the leasing authority thinks fit:
- (c) in the event of a breach of any of the conditions of the tenancy or in the event of the whole or any portion of the land being required by the leasing authority for any authorised purpose other than letting, the tenancy may be determined at any time by the leasing authority in respect of the whole or any part of the land over which it was granted, without the tenant being entitled to any compensation:
- (d) the tenant under any such tenancy shall not be entitled to compensation for any improvements effected or purchased by him, but on the expiry or sooner determination of the tenancy he may, within such reasonable time as the leasing authority determines, remove any buildings, enclosures, fencing, or other improvements effected or purchased by him:

provided that, if the land comprised in the tenancy or any part thereof is again let on any tenancy under section 11 to some person other than the outgoing tenant weighted with the value, as determined by the leasing authority, of all or some of the improvements existing at the time of letting on the land so let and effected or purchased by the outgoing tenant, there shall be paid to him the whole of the money received by the leasing

authority in respect of the value of those improvements, less any money due to the leasing authority by the outgoing tenant in respect of the land and less any expenses incurred by the leasing authority in recovering possession of the land. Every such determination by the leasing authority shall be final and be binding on the outgoing lessee.

13 Renewable leases

The following provisions shall apply with respect to every lease granted under paragraph (b) of section 11, namely:

- (a) the lease shall be granted after the calling for public applications:
- (b) the yearly rent payable for the term of the lease, or, in any case where the lease provides for the rent to be reviewed at periodic intervals, for the first such period, shall be such amount as the leasing authority thinks fit:
- (c) where the lease provides for the rent to be reviewed at periodic intervals, the yearly rent for the second and subsequent periods of the term of the lease and for the second and subsequent periods of each renewal lease shall be determined in respect of each of those periods in the manner provided in section 22:
- (d) the lessee shall be entitled, in accordance with section 14, to compensation for improvements effected or purchased by him:
- (e) the lease shall be subject to such other conditions, not inconsistent with this Act, as the leasing authority thinks fit.

14 Compensation for improvements

(1) Where—

- (a) the lessee under any lease of farm land granted under paragraph (b) of section 11 gives notice to the leasing authority under paragraph (c) of clause 5 of Schedule 1 that he does not desire to accept a renewal lease of the land or does not within the time specified in clause 12 of that schedule give notice to the leasing authority that he desires to accept a renewal lease of the land; or
- (b) any such lease is surrendered by the lessee or is determined by the leasing authority by re-entry or forfeiture,—

the lessee shall be entitled in accordance with this section to compensation from the incoming lessee or the leasing authority, as the case may be, for improvements on the land effected or purchased by him.

- (2) In every such case the leasing authority shall cause a valuation of the improvements on the land effected or purchased by the lessee to be made by a person whom the leasing authority reasonably believes to be competent to make the valuation.

- (3) As soon as possible after that valuation has been made, the leasing authority shall give to the lessee notice in writing informing him of the amount of that valuation and, except where the lease has been determined by re-entry or forfeiture, requiring him to notify the leasing authority in writing within 2 months whether he agrees to the amount of that valuation or requires that valuation to be determined by arbitration in accordance with subsection (4).
- (4) Within 2 months after the giving of that notice to the lessee, he shall give notice in writing to the leasing authority stating whether he agrees to the valuation specified in the notice given to him or requires that valuation to be determined by arbitration. If he so requires, that valuation shall be determined in accordance with the provisions of clauses 7 to 11 of Schedule 1, which shall, with the necessary modifications, apply as if the valuation were being made to determine the rent payable under a renewal lease:
provided that this subsection shall not apply in any case where the lease has been determined by re-entry or forfeiture.
- (5) If the lessee fails to give to the leasing authority within the time specified in subsection (4) the notice referred in that subsection, he shall be deemed to have agreed to the valuation set out in the notice given to him under subsection (3).
- (6) Where in any case to which subsection (1) applies the land is to be again leased by the leasing authority under paragraph (b) of section 11,—
- (a) it shall be offered for lease weighted with the value of improvements effected or purchased by the former lessee as fixed under the foregoing provisions of this section:
provided that, in any case where the lease has been determined by re-entry or forfeiture, if the leasing authority believes on reasonable grounds that the granting of a new lease of the land is being hindered by reason of the value of improvements as determined under subsection (2) being excessive, the leasing authority, in its discretion, may from time to time reduce the value of the improvements and again offer the land for lease by public application:
- (b) the value of those improvements shall be paid to the leasing authority by the incoming lessee before he is admitted into possession of the land:
provided that, with the consent of the former lessee and of every person entitled to receive payment of any amount in respect of the whole or any part of those improvements, the said value or any part thereof may be paid by instalments over a period of years or be secured by way of mortgage to the former lessee or other person entitled. Any payment by instalments over a period of years shall be subject to such conditions as to payment of interest and otherwise, and any mortgage shall contain such provisions, as the leasing authority thinks fit:
- (c) the value of those improvements when so paid to the leasing authority shall be paid by it to the former lessee or other person entitled to receive

payment, less any money due to the leasing authority by the former lessee in respect of the land and improvements and less the amount of any expenses incurred by the leasing authority in recovering possession of the land.

- (7) Where in any case to which subsection (1) applies the leasing authority decides that the land is not to be again leased under paragraph (b) of section 11, the value of the improvements on the land effected or purchased by the former lessee, as fixed under the foregoing provisions of this section, shall be paid by the leasing authority to the former lessee or other person entitled to receive payment, less any money due to the leasing authority by the former lessee in respect of the land and improvements and less any expenses incurred by the leasing authority in recovering possession of the land.
- (8) Except as provided in subsections (6) and (7), no lessee shall have any right or claim against the leasing authority in respect of any improvements effected or purchased by him on land comprised in any land leased under paragraph (b) of section 11.
- (9) In this section the term **improvements** means substantial improvements of a permanent nature; and includes reclamation from swamps; clearing of bush, gorse, broom, sweetbrier, or scrub; cultivation (including the clearing of land for cropping, and the clearing and ploughing of land for, and the laying down of the land for or with, grasses); planting with trees or live hedges; the laying out and cultivating of gardens; fencing; draining; roading; bridging; sinking water wells or bores, or constructing water tanks, water supplies, water races, irrigation works, head races, border dykes, or sheep dips; making embankments or protective works of any kind; in any way improving the character or fertility of the soil; the erection of any building; and the installation of any telephone or of any electric-lighting or electric-power plant.
- (10) In this section the term **value of improvements** means the added value which at the time of valuation the improvements give to the land; and **valuation**, in relation to improvements, has a corresponding meaning.

15 Land to be properly farmed

In every renewable lease of farm land granted or renewed after the commencement of this Act by any lessor which is a leasing authority or a public body, whether the lease is granted or renewed under this Act or any other enactment, there shall be implied on the part of the lessee that he will throughout the term of the lease—

- (a) farm the land diligently and in a husbandlike manner according to the rules of good husbandry, and will not in any way commit waste, except pursuant to an express provision in the lease authorising the lessee to commit waste:

- (b) keep the land free from wild animals, agricultural pests within the meaning of the Agricultural Pests Destruction Act 1967, and other vermin, and generally comply with the provisions of that Act:
- (c) properly clean and clear farm weeds and keep open all creeks, drains, ditches, and watercourses upon the land, including any drains or ditches which may be constructed by the lessor after the commencement of the term of the lease.

16 Inspection of leased land

- (1) Any person authorised by the lessor in writing shall, on giving not less than 48 hours' notice in writing to the lessee or his agent, be entitled, at all reasonable times, to enter any farm land held on lease granted or renewed after the commencement of this Act by any lessor that is a leasing authority or a public body, whether the lease is granted or renewed under this Act or any other enactment, for the purpose of inspecting the land in order to ascertain whether the covenants implied on the part of the lessee by section 15 have been observed and performed by the lessee.
- (2) Every person who obstructs any person authorised as aforesaid in the making of an inspection, or who refuses to answer any reasonable question put to him in writing by any person so authorised, or who makes to him any wilful misstatement, commits an offence, and is liable on conviction to a fine not exceeding \$100.

Section 16(2): amended, on 1 July 2013, by section 413 of the Criminal Procedure Act 2011 (2011 No 81).

Part 3 General provisions

17 Public applications for lease

Where under this Act land is to be leased after calling for public applications, the following provisions shall apply:

- (a) the leasing authority shall by public notice call for applications to lease the land:
- (b) the notice shall specify the rent at which the land will be leased, the price at which any improvements thereon to be purchased by the lessee shall be purchased, and the date and time of closing of applications and place for making applications, being not less than 21 days from the date when the land is first notified as open for leasing:
- (c) if no application to lease the land has been received from a suitable applicant on or before the day specified in the notice, the land shall remain open for leasing on the terms advertised:

- (d) the leasing authority may at any time withdraw the land from leasing, notwithstanding that application to lease the land may have been made:
- (e) the leasing authority shall, in such manner as it thinks fit, inquire into all matters affecting an applicant's suitability, and may reject any application where the applicant refuses or fails to answer any such inquiries to the satisfaction of the leasing authority:
- (f) where more than 1 application is made within the time specified, the leasing authority shall determine which applicant is the most suitable applicant for the land, and shall lease the land to him:
provided that nothing in this paragraph shall compel the leasing authority to lease the land where in its opinion there is no suitable applicant:
- (g) in determining which applicant is the most suitable, the leasing authority shall take into account all relevant matters, including, but without limiting the generality of the foregoing provisions of this paragraph, the following matters:
 - (i) the purpose for which the land is suited or intended to be used:
 - (ii) the ability, having regard to his financial resources and other relevant matters of any kind whatsoever, of each applicant to use the land for the purpose for which it is suited or intended to be used:
 - (iii) in the case of farm land, the farming experience of each applicant:
- (h) where in the opinion of the leasing authority there are 2 or more applicants equally suitable to take a lease of the land, the applicant entitled to the lease shall be determined by ballot held in such manner as the leasing authority decides:
- (i) the leasing authority shall give not less than 7 days' public notice of the time and place at which any such ballot is to be held, and any person, whether an applicant or not, shall be entitled to be present at the holding of the ballot:
- (j) subject to the foregoing provisions of this section, the decision of the leasing authority on any question arising under this section shall be final.

18 Commencement of lease

- (1) Every lease granted under this Act shall take effect in possession within 6 months after the granting thereof.
- (2) It shall not be lawful for any leasing authority (except pursuant to the right to grant a renewable lease, or otherwise pursuant to the express provisions of this Act) to enter into any contract to grant a lease under this Act which is not to be executed and to take effect in possession within 6 months after the making of the contract.

Compare: 1908 No 240 s 9

19 Reservation of rack rent

- (1) Subject to the provisions of any other enactment, every lease granted under this Act shall reserve a rack rent without fine or premium, but, except as provided in this Act, the rent need not be uniform for the whole term:

provided that nothing in this section shall apply with respect to any lease the grant of which under the provisions of any enactment requires the consent of a Minister of the Crown.

- (2) For the purposes of this section, any amount for a valuation of buildings or improvements paid by an incoming lessee to an outgoing lessee or to the lessor shall be deemed not to be a premium.

Compare: 1908 No 240 s 10

Section 19(2): inserted, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

20 Covenants and conditions in leases

A lease granted under this Act may contain such powers of re-entry and such covenants and conditions not inconsistent with this Act as the leasing authority thinks fit:

provided that, except where this Act otherwise provides, no such lease shall contain a covenant on the part of the leasing authority to pay compensation to the lessee for his improvements.

Compare: 1908 No 240 s 6

21 Lease may authorise waste

[Repealed]

Section 21: repealed, on 1 October 1991, by section 362 of the Resource Management Act 1991 (1991 No 69).

22 Periodic review of rents

- (1) Subject to this section, a lease granted under this Act may contain provision for the review of the yearly rent payable thereunder at such periodic intervals during the term of the lease, being not less than 5 years, as the leasing authority thinks fit.
- (2) Where a lease contains any such provision for the review of rent—
- (a) not earlier than 9 months and not later than 3 months before the expiry by effluxion of time of any such period (not being the last such period of the term of the lease), or as soon thereafter as may be, the leasing authority shall cause a valuation to be made by a person whom the leasing authority reasonably believes to be competent to make the valuation of the fair annual rent of the land for the next ensuing period of the term of the lease, so that the rent so valued shall be uniform throughout the whole of that ensuing period:

- (b) as soon as possible after that valuation has been made, the leasing authority shall give to the lessee notice in writing informing him of the amount of that valuation and requiring him to notify the leasing authority in writing within 2 months whether he agrees to the amount of that valuation or requires that valuation to be determined by arbitration in accordance with paragraph (c):
- (c) within 2 months after the giving of that notice to the lessee, he shall give notice in writing to the leasing authority stating whether he agrees to the valuation specified in the notice given to him or requires that valuation to be determined by arbitration. If he so requires, that valuation shall be determined in accordance with the provisions of clauses 7 to 11 of Schedule 1, which shall, with the necessary modifications, apply as if the valuation were being made to determine the rent payable under a renewal lease:
- (d) if the lessee fails to give to the leasing authority within the time specified in paragraph (c) the notice referred in that paragraph, he shall be deemed to have agreed to the valuation set out in the notice given to him under paragraph (b):
- (e) the yearly rent agreed to or deemed to have been agreed to by the lessee or determined by arbitration under this subsection shall be the yearly rent payable under the lease for that ensuing period.

23 Powers of leasing authority as to surrender of lease, reduction of rent, etc

- (1) A leasing authority may—
 - (a) accept, on such terms and conditions as it thinks fit, a surrender of any lease, whether with respect to the whole or to any part of the land comprised in the lease:
 - (b) at any time or times during the currency of a lease, reduce the rent to be paid thereunder during the remainder or any part of the remainder of the term:
 - (c) at any time or times during the currency or after the determination of a lease, compromise with the lessee for any rent due by him:
 - (d) on the surrender of a lease (whether with respect to the whole or to any part of the land comprised therein), grant to the lessee, or to any other person or persons with the consent of the lessee (without offering the same for sale by auction or tender), a new lease or new leases of the whole or any part or parts of the land comprised in the surrendered lease for the remainder or any part of the remainder of the term of the surrendered lease, at such rent as the leasing authority determines, and with such provisions as are authorised by this Act and as the leasing authority thinks fit, including therein, if the leasing authority thinks fit, the same right (if any) to a renewal lease or of having a new lease offered for sale

by auction as that to which the lessee under the surrendered lease would have been entitled had it not been surrendered.

- (1A) Where the same person is the lessee under 2 or more leases of adjoining land, the leasing authority may—
- (a) accept, on such terms as it thinks fit, a surrender of those leases; and
 - (b) without offering the same for public application and ballot or, as the case may be, for sale by public auction or public tender, grant to the former lessee a new lease of all the land comprised in the surrendered leases for the remainder of the term of the surrendered leases where they all have the same expiry date, or, where they do not all have the same expiry date, for a term expiring on a date fixed by the leasing authority, being not later than the latest expiry date under the surrendered leases, at a rent to be fixed by the leasing authority either before or after the surrender, and on any terms and conditions authorised by this Act.
- (1B) For the purposes of section 95 of the Land Transfer Act 2017, every new lease granted under subsection (1A) shall, in relation to each part of the land comprised therein that was subject to any such surrendered lease, be deemed to be in substitution for that surrendered lease.
- (2) In this section the term **lease** includes an agreement for a lease, and the term **lessee** has a corresponding meaning.
- (3) This section applies to leases existing at the commencement of this Act as well as to future leases, and applies to all leases granted by a leasing authority whether under this Act or in the exercise of any other power in that behalf.
- (4) No leasing authority which consists of a body of persons, whether incorporated or not, shall exercise any of the powers conferred by this section except pursuant to a resolution of the leasing authority.

Compare: 1908 No 240 s 12

Section 23(1A): inserted, on 8 December 1971, by section 2 of the Public Bodies Leases Amendment Act 1971 (1971 No 122).

Section 23(1B): inserted, on 8 December 1971, by section 2 of the Public Bodies Leases Amendment Act 1971 (1971 No 122).

Section 23(1B): amended, on 12 November 2018, by section 250 of the Land Transfer Act 2017 (2017 No 30).

23A Leases may be granted to subtenants

- (1) A council may, with the consent of the lessee, grant to a sublessee from the lessee a lease direct from the council of the whole or any part of the land comprised in the lease to the lessee for the whole of the residue of the term created by the last-mentioned lease.
- (2) This section shall also apply where only an agreement for the head lease has been entered into.

Compare: 1954 No 76 s 158; 1956 No 64 s 178

Section 23A: inserted, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

23B Power to lease reserves exercisable only by special order, unless otherwise provided

[Repealed]

Section 23B: repealed, on 1 July 2003, by section 262 of the Local Government Act 2002 (2002 No 84).

23C Leasing of adjoining land when leased land taken or acquired for public work

- (1) Where for the purposes of any public work the council has taken or otherwise acquired part of the land comprised in any lease granted by the council, the council may—
 - (a) offer to the lessee, without calling for public application, a lease of any land vested in the council available for leasing and adjoining the remaining land comprised in the lease; and
 - (b) grant to the lessee a new lease of that remaining land and that adjoining land for the unexpired term of the original lease, at a rent fixed by a valuation made by a person whom the council reasonably believes to be competent to make the valuation, and subject to the same terms and conditions as the original lease, including the same right (if any) to a renewal lease or of having a new lease offered for sale by auction as that to which the lessee is entitled under the original lease.
- (2) In determining the area of adjoining land to be offered to a lessee for lease pursuant to subsection (1), the council shall have regard to the area and value of the land taken or otherwise acquired and such other matters as it considers relevant.
- (3) Nothing in section 8 or section 9 or section 17 shall apply with respect to any lease granted under this section.

Compare: 1954 No 76 s 157A; 1956 No 64 s 177A; 1971 No 62 s 13; 1971 No 63 s 19

Section 23C: inserted, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

Section 23C(1): amended, on 7 July 2004, by section 22(1) of the Local Government Act 1974 Amendment Act 2004 (2004 No 64).

24 Lease not invalidated by failure of leasing authority to observe provisions of Act

- (1) No lease granted under this Act or under the Local Government Act 1974 by a leasing authority shall be invalidated by any failure of the leasing authority to conform to the requirements of this Act as to the offer of a lease for sale by auction or public tender or public application.
- (2) Notwithstanding anything in this section, any lease granted in breach of the said requirements of this Act shall be voidable on the part of the leasing author-

ity as against any lessee or other person who has fraudulently been party or privy to the said breach.

Compare: 1908 No 240 s 13

Section 24(1): amended, on 7 July 2004, by section 22(2) of the Local Government Act 1974 Amendment Act 2004 (2004 No 64).

Section 24(1): amended, on 1 April 1978, by section 7(3) of the Local Government Amendment Act (No 3) 1977 (1977 No 122).

25 Service of notices

Any notice required to be given to a lessee under any provision of this Act may be given to him by causing it to be delivered to him personally, or to be left at his usual or last-known place of abode or business, or at the address stated in any application made by him under this Act, or to be sent to him by registered letter addressed to him at that place of abode or business or address, and in the last-mentioned case shall be deemed to have been received by him on the day on which it would have been delivered in the ordinary course of post.

26 Application of Act to renewals of existing leases

- (1) Notwithstanding anything in the Public Bodies' Leases Act 1908 or any provision expressed or implied in the lease,—
 - (a) this Act shall apply with respect to every lease granted by a leasing authority after the commencement of this Act in renewal of a renewable lease granted under the Public Bodies' Leases Act 1908 or any corresponding former Act and current at the commencement of this Act as if the renewable lease had been granted under this Act:
provided that where the lease is a lease of farm land granted under paragraph (d) or paragraph (h) of section 5 of the Public Bodies' Leases Act 1908, nothing in this paragraph shall confer on the lessee a perpetual right of renewal or a right to compensation for improvements:
 - (b) where any such renewable lease is a lease of farm land with a perpetual right of renewal for a term of less than 21 years, every renewal of that lease shall be a lease with a perpetual right of renewal for a term of 21 years or 33 years, as the leasing authority decides.
- (2) Notwithstanding anything in any other enactment or in any provision expressed or implied in the lease, the lessee under any lease of farm land current at the commencement of this Act and granted under paragraph (f) or paragraph (g) of section 5 of the Public Bodies' Leases Act 1908 or to paragraph (b) of subsection (1) of section 152 of the Municipal Corporations Act 1954 or paragraph (b) of subsection (1) of section 172 of the Counties Act 1956, or the corresponding provisions of any former enactment, shall be entitled at the expiration by effluxion of time of the current term of the lease to a lease with a perpetual right of renewal for terms of 21 years or 33 years, as the leasing authority decides, as if the current lease were a renewable lease granted under paragraph (b) of section 11.

(3) *[Repealed]*

Section 26(3): repealed, on 8 December 1971, by section 3 of the Public Bodies Leases Amendment Act 1971 (1971 No 122).

27 Grant of renewable leases of farm land to existing lessees without competition

Where any lease of farm land granted by a leasing authority under the provisions of the Public Bodies' Leases Act 1908 or any other enactment for a term of not less than 7 years without right of renewal is current at the commencement of this Act, the leasing authority may, if it thinks fit, at the expiration of the term of the lease grant to the outgoing lessee a renewable lease of the land or any part thereof in accordance with Part 2, and, notwithstanding anything in that Part, without calling for public applications.

28 Repeals and consequential amendments

- (1) The following enactments are hereby repealed:
 - (a) the Public Bodies' Leases Act 1908:
 - (b) the Public Bodies' Leases Amendment Act 1914:
 - (c) section 20 of the Finance Act (No 2) 1943:
 - (d) section 66 of the Statutes Amendment Act 1945.
- (2) The enactments specified in Schedule 3 are hereby amended in the manner indicated in that schedule.
- (3) Every reference in any other Act, regulation, rule, order, agreement, deed, instrument, application, notice, or other document whatsoever in force at the commencement of this Act to a lease granted under paragraph (e) or paragraph (f) or paragraph (g) of section 5 of the Public Bodies' Leases Act 1908 shall after the commencement of this Act be read as including a reference to a lease granted under paragraph (b) of section 11.

Schedule 1

Provisions of renewable lease granted under section 7(1)(e) or section 11(b)

ss 7(1)(e), 11(b)

A renewable lease granted under section 7(1)(e) may contain the following provisions, or any provisions substantially to the same effect, and a renewable lease of farm land granted under section 11(b) shall contain the following provisions as far as they are applicable, namely:

- 1 On the expiry by effluxion of time of the term hereby granted, the lessee shall have a right to obtain, in accordance with the provisions hereinafter contained, a renewal lease of the land hereby demised, at a rent [*where the rent is to be reviewed at periodic intervals, insert for the first [number] years of the term of the renewal lease*] to be determined in accordance with the said provisions, for the term of [*the same period of years for which the original lease is granted or any shorter period, or, in the case of a lease of farm land, 21 years or 33 years, as the case requires*] computed from the expiration of the lease hereby granted, and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof, and all provisions ancillary or in relation thereto. [*Where the rent is to be reviewed at periodic intervals, add The rent for subsequent periods of [number] years of the term of the lease shall be determined in accordance with section 22 of the Public Bodies Leases Act 1969.*]
- 2 Not earlier than 9 calendar months and not later than 3 calendar months before the expiry by effluxion of time of the term of the lease hereby granted, or as soon thereafter as may be, the lessor shall cause a valuation to be made by a person whom the lessor reasonably believes to be competent to make the valuation of the fair annual rent of the land hereby demised, so that the rent so valued shall be uniform throughout (the whole term of the renewal lease) (or the whole of the first [*number*] years of the term of the renewal lease).
- 3 In making the said valuation no account shall be taken of the value of the following improvements on the said land: [*Specifying, as the lessor thinks fit, the kinds of improvements, whether made during the term or at any other time, which are not to be taken into account in the valuation of the rent.*]
- 4 As soon as possible after the said valuation has been made, the lessor shall give to the lessee notice in writing informing him of the amount of that valuation and requiring him to notify the lessor in writing within 2 calendar months whether he will accept a renewal lease at the rent specified in the notice.
- 5 Within 2 calendar months after the giving of that notice to the lessee, he shall give notice in writing to the lessor stating—

- (a) that he desires to accept a renewal lease at the rent stated in the notice given to him by the lessor; or
 - (b) that he requires the rent for the renewal lease to be determined by arbitration; or
 - (c) that he does not desire to accept a renewal lease.
- 6 If the lessee fails to give to the lessor within the time specified in clause 5 the notice referred to in that clause, he shall be deemed to have agreed to accept a renewal lease at the rent specified in the notice given to him by the lessor.
- 7 Where the valuation of the rent payable under a renewal lease is to be determined by arbitration, that valuation shall be made by 2 persons as arbitrators, each such person being reasonably believed by the party appointing him to be competent to make the valuation, one of whom shall be appointed by the lessor and the other by the lessee:
- provided that where, in the opinion of the lessor, the annual rent payable under a renewal lease would not exceed \$400, the lessor shall so advise the lessee and the lessee may agree to accept the renewal lease at such rent as may be agreed upon between the lessor and the lessee or, in default of agreement, as may be fixed by the valuation of one independent person to be appointed by agreement between the lessor and the lessee. In default of agreement on such appointment, the rent shall be fixed by arbitration in the manner provided for in the foregoing provisions of this clause.
- Schedule 1 clause 7 proviso: inserted, on 13 January 1981, by section 2(1) of the Public Bodies Leases Amendment Act 1980 (1980 No 132).
- 8 The arbitrators, before commencing to make the said valuation, shall together appoint a third person, who shall be an umpire as between them.
- 9 The decision of the 2 arbitrators if they agree or in such respects as they agree, or of the umpire if the arbitrators do not agree or in such respects as they do not agree, shall be binding on all parties.
- 10 The duty of the umpire, on reference to him of any question, shall be to consider the respective valuations of the 2 arbitrators in the matters in which their valuations do not agree, and then to make an independent and substantive valuation, and the last-mentioned valuation shall be the decision of the umpire; but in giving his decision on any question so referred to him the umpire shall in every case be bound to make a valuation not exceeding the higher and not less than the lower of the valuations made by the arbitrators respectively.
- 11 The provisions herein contained for the making of the said valuation shall be deemed to be a submission to arbitration under and within the meaning of the Arbitration Act 1908, or any enactment for the time being in force in substitu-

tion therefor or amendment thereof, and all the provisions of any such enactment shall, so far as applicable, apply accordingly.

- 12 Within 2 calendar months after the making of the said valuation and the giving of notice thereof to the lessee, the lessee shall give notice in writing signed by him or by his agent duly authorised in that behalf and delivered to the lessor stating whether the lessee desires to accept a renewal lease of the land.
- 13 Any such notice may be given by the lessee within the time aforesaid, although the term hereby granted has already expired by effluxion of time, or although the said valuation has not been made or notice thereof has not been given to the lessee until after the expiry of the said term by effluxion of time, unless before the giving of such notice by the lessee he has given up to the lessor the possession of the land hereby demised or has been duly ejected therefrom in pursuance of the judgment or order of any court of competent jurisdiction.
- 14 If the lessee fails within the time aforesaid to give any notice under clause 12 as to whether he desires a renewal lease or not, or if he gives notice in writing signed by himself or by his agent duly authorised in that behalf that he does not desire a renewal lease, his right to a renewal lease shall cease on the expiry of the time aforesaid, or on the date at which the notice is received by the lessor, as the case may be.
- 15 Any notice by the lessee under clause 5 or clause 12 of his desire to accept a renewal lease shall be deemed to constitute a contract between the lessor and lessee for the granting and acceptance of a renewal lease at the rent accepted by the lessee or determined by arbitration, as the case may be [*where the rent is to be reviewed at periodic intervals, insert for the first [number] years of the term thereof*], and for the term and subject to the covenants and provisions referred to in clause 1 of these presents.

15A

[Repealed]

Schedule 1 clause 15A: repealed, on 13 January 1981, by section 2(2) of the Public Bodies Leases Amendment Act 1980 (1980 No 132).

- 16 The term of any renewal lease shall run from the date of the expiry of the prior lease, and the rent thereunder shall accrue as from the said date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewal lease may not be executed until after that date.
- 17 [*In the case of a lease under section 7(1)(e)*] If the lease hereby granted is not renewed in accordance with the foregoing provisions, or if it is determined by forfeiture, re-entry, or otherwise, all buildings, and improvements on the land demised shall absolutely revert to the lessor free from any payment or compensation whatever.

or

- 17 *[In the case of a lease of farm land under section 11(b)]* If the lease hereby granted is not renewed in accordance with the foregoing provisions or is surrendered or is determined by re-entry or forfeiture, the lessee shall be entitled to compensation for improvements in accordance with the provisions of section 14 of the Public Bodies Leases Act 1969.
- 18 Any notice required to be given to the lessee in accordance with the foregoing provisions shall be given in the manner prescribed by section 25 of the Public Bodies Leases Act 1969.
- 19 Nothing in the foregoing provisions shall exclude or restrict the right of the lessee to obtain relief against any forfeiture or determination of the lease or of his right to a renewal thereof in the same cases and on the same conditions as if the lease had been granted otherwise than in the execution of statutory powers in that behalf.
- 20 The expression **lessor** as herein used includes the successors and assigns of the lessor, and the expression **lessee** as herein used includes the successors, executors, administrators, and assigns of the lessee.

Schedule 2

Provisions of lease granted under section 7(1)(f)

s 7(1)(f)

A lease granted under section 7(1)(f) may contain the following provisions, or any provisions substantially to the same effect:

- 1 Not earlier than 9 calendar months and not later than 3 calendar months before the expiry by effluxion of time of the term hereby granted, the lessor shall cause 2 separate valuations to be made by a person whom the lessor reasonably believes to be competent to make the valuation—namely, a valuation of all the buildings and improvements then on the land hereby demised, whether erected or made during or before the commencement of the term hereby granted [*or a valuation of any specified descriptions of buildings or improvements, as the leasing authority thinks fit*], and another valuation of the fair annual ground rent of the said land, without the buildings or improvements so to be valued, for a further term of [*the same period of years for which the lease is granted or any shorter period*] from the expiration of the term hereby granted, so that the rent shall be an even annual sum payable (throughout the term without increase or diminution during the term) (*or, where the rent is to be reviewed at periodic intervals for the first [number] years of the term of the lease. The rent for subsequent periods of [number] years of the term of the lease shall be determined in accordance with section 22 of the Public Bodies Leases Act 1969*).
- 2 As soon as possible after the said valuations have been made, the lessor shall give to the lessee notice in writing informing him of the amount of those valuations and requiring him to notify the lessor in writing within 2 calendar months whether he agrees to the amount of those valuations or requires those valuations or either of them to be determined by arbitration in accordance with clause 3.
- 3 Within 2 calendar months after the giving of that notice to the lessee, he shall give notice in writing to the lessor stating whether he agrees to the valuations specified in the notice given to him or requires those valuations or either of them to be determined by arbitration. If he so requires, those valuations or that valuation, as the case may be, shall be determined accordingly in accordance with the provisions of clauses 5 to 9.
- 4 If the lessee fails to give to the lessor within the time specified in clause 3 the notice referred in that clause, he shall be deemed to have agreed to the valuations set out in the notice given to him under clause 2.
- 5 Where either or both of the said valuations are to be determined by arbitration, the valuation or valuations shall be made by 2 persons as arbitrators, each such person being reasonably believed by the party appointing him to be competent

- to make the valuation, one of whom shall be appointed by the lessor and the other by the lessee.
- 6 The arbitrators shall, before commencing to make the valuation or valuations, together appoint a third person, who shall be an umpire as between them.
- 7 The decision of the 2 arbitrators if they agree or in such respects as they agree, or of the umpire if the arbitrators do not agree or in such respects as they do not agree, shall be binding on all parties.
- 8 The duty of the umpire, on reference to him of any question, shall be to consider the respective valuations of the 2 arbitrators in the matters in which their valuations do not agree, and then to make an independent and substantive valuation, and the last-mentioned valuation shall be the decision of the umpire; but in giving his decision on any question so referred to him the umpire shall in every case be bound to make a valuation not exceeding the higher and not less than the lower of the valuations made by the arbitrators respectively.
- 9 The provisions herein contained for the making of a valuation or valuations shall be deemed to be a submission to arbitration under and within the meaning of the Arbitration Act 1908, or any enactment for the time being in force in substitution therefor or amendment thereof, and all the provisions of any such enactment shall, so far as applicable, apply accordingly.
- 10 Before the expiry by effluxion of time of the term hereby granted, the right to a lease of the land hereby demised for a further term of [*the period specified in clause 1 of these presents*], containing the same covenants and provisions as are contained in this lease (including the provisions herein contained for valuations and for the offer of a new lease for sale by auction, and all clauses auxiliary or in relation thereto), shall be offered by the lessor by public auction at the upset annual rent of the said land [*where the rent is to be reviewed at periodic intervals, insert for the first [number] years of the term of the lease*] as determined as aforesaid, without the buildings and improvements so valued as aforesaid, subject to the payment by the purchaser of the value of the said buildings and improvements as determined as aforesaid. [*Where the rent is to be reviewed at periodic intervals, add The rent for subsequent periods of [number] years of the term of the lease shall be determined in accordance with section 22 of the Public Bodies Leases Act 1969.*]
- 11 If any person other than the lessee becomes the purchaser at the said auction of the said right to a lease, that person shall within 2 calendar months from the date of the auction pay in cash to the lessor, in trust for the lessee, the amount of the value of the buildings and improvements so determined as aforesaid, and accept and execute a lease of the said land for the said further term at the annual ground rent [*where the rent is to be reviewed at periodic intervals,*

insert for the first [*number*] years of the term of the lease] at which the right to the said lease has been so purchased by him.

- 12 The lessor shall on demand (all rent and outgoings payable by the lessee having previously been paid) pay over to the outgoing lessee the amount of the value of the said buildings and improvements paid to the lessor by the said purchaser without any deduction whatever.
- 13 Nothing in these presents contained shall be deemed to render the lessor liable to pay to the lessee any part of the value of any buildings or improvements save after having received the amount thereof as aforesaid.
- 14 Upon any sale by auction as aforesaid of the right to a lease, the lessor may make usual and any other fair and reasonable conditions of sale to carry out the intention of these presents, and in particular shall provide for the payment by the purchaser at the auction (if a person other than the outgoing lessee) of a deposit of one-fifth of the amount of the valuation of the buildings and improvements, or of such smaller deposit as is agreed upon between the lessor and the outgoing lessee, and that in the event of the purchaser refusing or neglecting to complete his purchase according to the conditions of sale he shall forfeit his deposit to the lessor for the benefit of the outgoing lessee.
- 15 In any such conditions of sale the lessor may in addition provide that, if the purchaser refuses or neglects to complete the purchase according to the conditions of sale, he shall pay to and for the benefit of the lessor as liquidated damages a sum not exceeding one-half of the total deficiency (if any) during the term of years of the rent agreed to be paid by the new purchaser at a subsequent sale by auction held in consequence of the default of the original purchaser, as compared with the rent that would have been reserved had such original purchaser not made default, together with all expenses attending the first sale. [*Where the rent is to be reviewed at periodic intervals, add* For the purposes of this clause, the annual rent payable during the first [*number*] years of any such lease shall be deemed to be payable throughout the whole term of the lease.]
- 16 If, for any reason whatsoever, the right to a new lease is not offered at auction before the expiry of the term hereby granted, or if, owing to the purchaser, other than the outgoing lessee, at any auction (whether the original auction or a subsequent one held on account of the default of the purchaser to complete) refusing or neglecting to complete his purchase according to the terms and conditions thereof, the purchase is not completed, then and in any such case the right to the new lease shall be offered at auction as soon as conveniently can be after the expiry of the term hereby granted or (as the case may be) after such refusal or neglect as aforesaid, notwithstanding that the term hereby granted has expired.

- 17 If the purchaser at the last-mentioned auction, being any person other than the outgoing lessee, makes default as aforesaid, the right to the new lease shall again be offered at auction as soon as conveniently can be after such default, and so on from time to time.
- 18 In every case in which the right to a new lease is sold by auction the new term shall run from the date of the expiration of the term hereby granted, but the rent shall not begin to run until the purchaser obtains possession.
- 19 The outgoing lessee shall have a right to bid for and to become the purchaser of the right to a new lease at any such auction.
- 20 The lessor shall be bound in all cases to accept at any such auction the highest bid made thereat for the new lease, if that bid is not less than the upset annual ground rent as determined in the manner aforesaid.
- 21 If at any auction there is no bid equal to or greater than the upset annual ground rent as determined in the manner aforesaid, then, at or (as the case may be) as from the expiry of the term hereby granted, the land hereby leased, with all buildings and improvements thereon (other than fixtures removable by the outgoing lessee before the expiration of the term), shall absolutely revert to the lessor free from any payment or compensation whatever.
- 22 At every auction held under the foregoing provisions the conditions of sale shall be the same (so nearly as may be) as those in respect of the first auction hereinbefore provided for.
- 23 In the event of the term hereby created being determined by forfeiture or otherwise than by effluxion of time, the lessee shall not be entitled to any compensation for buildings or improvements.
- 24 Nothing in the foregoing provisions shall exclude or restrict the right of the lessee to obtain relief against any forfeiture or determination of the lease or of any right in respect thereof in the same cases and on the same conditions as if the lease had been granted otherwise than in the execution of statutory powers in that behalf.
- 25 The expression **lessor** as herein used includes the successors and assigns of the lessor, and the term **lessee** as herein used includes the successors, executors, administrators, and assigns of the lessee.

Schedule 3 Enactments amended

s 28(2)

Counties Act 1956 (1956 No 64) (1957 Reprint, Vol 3, p 1)

Amendment(s) incorporated in the Act(s).

Lincoln College Act 1961 (1961 No 52)

Amendment(s) incorporated in the Act(s).

Massey University Act 1963 (1963 No 7)

Amendment(s) incorporated in the Act(s).

Municipal Corporations Act 1954 (1954 No 76) (1957 Reprint, Vol 10, p 377)

Amendment(s) incorporated in the Act(s).

Trustee Savings Banks Act 1948 (1948 No 62) (1957 Reprint, Vol 16, p 240)

Amendment(s) incorporated in the Act(s).

University of Auckland Act 1961 (1961 No 50)

Amendment(s) incorporated in the Act(s).

University of Canterbury Act 1961 (1961 No 49)

Amendment(s) incorporated in the Act(s).

University of Otago Amendment Act 1961 (1961 No 48)

Amendment(s) incorporated in the Act(s).

University of Waikato Act 1963 (1963 No 8)

Amendment(s) incorporated in the Act(s).

Victoria University of Wellington Act 1961 (1961 No 51)

Amendment(s) incorporated in the Act(s).

Reprints notes

1 *General*

This is a reprint of the Public Bodies Leases Act 1969 that incorporates all the amendments to that Act as at the date of the last amendment to it.

2 *Legal status*

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 *Editorial and format changes*

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also <http://www.pco.parliament.govt.nz/editorial-conventions/>.

4 *Amendments incorporated in this reprint*

Land Transfer Act 2017 (2017 No 30): section 250

Criminal Procedure Act 2011 (2011 No 81): section 413

Local Government Act 1974 Amendment Act 2004 (2004 No 64): section 22

Local Government Act 2002 (2002 No 84): section 262

Local Government (Rating) Act 2002 (2002 No 6): section 138(1)

Resource Management Act 1991 (1991 No 69): section 362

Public Bodies Leases Amendment Act 1980 (1980 No 132)

Local Government Amendment Act 1979 (1979 No 59): section 10(7)(a)

Local Government Amendment Act (No 3) 1977 (1977 No 122): section 7(3)

Public Bodies Leases Amendment Act 1976 (1976 No 116)

Public Bodies Leases Amendment Act 1971 (1971 No 122)