

TO THE POINT



Law4You Newsletter

December 2015



WELCOME TO OUR CHRISTMAS ISSUE



METHAMPHETAMINE—It's a Property problem on the rise

Methamphetamine, commonly known as "P" has rapidly taken hold in New Zealand and is even in our back yard.

It may be difficult to know whether the property you are purchasing has been used as a P-Lab. Unless the Police raid the property and inform the Council, it is unlikely to appear on your LIM Report.

THE "P" ISSUE

Apart from its devastating effects following consumption to the consenting it is the non-consenting third hand innocent consumption which causes more concern. Manufacture or smoking "P" in homes causes residue to cling to surfaces, walls, ceiling and light fittings and causes illnesses to its inhabitants and pets alike by inhalation and absorption through the skin. Because of the ease within which "P" can be manufactured every home could be potentially at risk and especially baches, rental properties, hotel rooms and campgrounds.

CLEAN UP COSTS

The costs of the de-contamination can be huge where anything absorbent such as curtains, carpet, furniture and wall paper requires removal. Costs can vary but usually decontamination / chemical clean up can range between \$5,000—\$10,000, whereas removal of chattels, wallpaper and Gib Board can run into the thousands. News reports reveal that some houses have required complete demolition.

TAKE PRECAUTIONS

When purchasing a property it may become commonplace to have a clause within an agreement to test for "P", for instance, making the Agreement conditional upon the Purchaser being satisfied in all respects with a specialist report as to the existence of any chemical residue in relation to the manufacture or use of drugs in this property.

Real Estates Agents, unfortunately, under their duty of care may find themselves in the cross fire of trying to identify potential "P" houses and disclosing this to potential buyers.

THE "P" BUSTERS

Just like the leaky home syndrome there are business now testing for "P" contamination. DWR Contracting is but one business and can be contacted on dwrcontracting@gmail.com

The cost of a "P" contamination report could save the purchaser a lot of money and heartache.

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Contact Us

Give us a call for more information about our services.

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Our Team

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PROVEN

PERSONABLE

PROFESIONAL

UPDATES

TAXATION (Bright-line Test for Residential Land) Act 2015 has now been passed. It is the final Act in the tripartite of Acts we discussed in our September issue. This Act amends the Income Tax Act 2007 and requires the tax to be paid on the disposal of residential land bought and sold within 2 years. The relevant period applies only to land first acquired on or after 1 October 2015. The clock starts ticking from **1 October 2015**.

NEXT ISSUE ...

- Enduring Powers of Attorney
- Retirement Villages
- Wills

OUR BRAND

The building has finally got its full signage and so has the car.....



COMMERCIAL LEASES

Agreements to Lease

Agreements are not common but are sometimes a necessary precursor to the now 6th edition of the ADLS Deed of Lease. They can be conditional agreements which usually set out the salient terms of what the Landlord and Tenant agree to. Without conditions the parties are bound to enter into a Deed of Lease. Why would you enter into an agreement? If the premises is not ready for some time, it may be beneficial to enter into an agreement pending the Lease being completed to secure tenancy. There may also be a raft of conditions you may want the Landlord to meet before you are bound to the Tenancy.

Deeds of Lease

These are much improved since the 2010 quakes and now provide for better means for the parties to end their tenancy if there are events causing damage. Some items to watch for are:

1. Landlords Insurance Obligations;
2. "No Access period" before termination of the Lease can occur pending which, the parties remain bound to the Lease Obligations;
3. A "fair proportion" for payment of rent and outgoings during a no access period is left to negotiation between the parties.
4. A Landlord can terminate a Lease unilaterally if required to expend money on improvements / upgrading by any authority.

It pays to get legal advice on your Commercial Lease.

SIGN UP FOR OUR NEWSLETTER

Receive your copy of
To The Point by email—call our offices on:
t: 310 6464 or email
reception@law4you.co.nz



CHRISTMAS HOURS



We would like to take this opportunity to wish all our clients and associates a very Merry Christmas and a Happy New Year.

The Offices will close on **Wednesday 23 December 12.00pm** and re-open on **Wednesday 13 January at 8.30am**.

We look forward to assisting you in the New Year.

DISCLAIMER: This Newsletter has been produced to give the reader a general overview of the subject matter. It is not to be relied upon in substitution of proper informed legal advice relevant to the situation.