IN THE WAITANGI TRIBUNAL **WAI 3565**

CONCERNING	the Treaty of Waitangi Act 1975
IN THE MATTER OF	Te Tinihanga o Ngā Mātāpono o te Tiriti – the Treaty Principles Reform Urgent Inquiry (Wai 3565)
AND	
IN THE MATTER OF	An Interest of Mereana Peka for herself and on behalf of the Turehou Māori Wardens concerning the perspective of Māori Wardens

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BRIEF OF EVIDENCE OF MEREANA PEKA

FOR TUREHOU MĀORI WARDENS

Dated 18 May 2026

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WELLINGTON

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Introduction

1. My name is Mereana Peka. I am the chair of Turehou Māori Wardens and I have been a Māori Warden for 35 years. I provide this brief of evidence in support of Te Rūnanga o Ngāti Hine in Te Tinihanga o Ngā Mātāpono o te Tiriti – the Treaty Principles Reform Urgent Inquiry (Wai 3565).

2. Māori Wardens operate under the Māori Community Development Act 1962. The kaupapa of Māori Wardens is to support the wellbeing, safety, and welfare of Māori communities through community patrols, support during tangihanga and public events, welfare checks on vulnerable whānau, alcohol harm reduction work, and support during civil defence and climate emergencies.

3. I work directly with whānau, rangatahi, and vulnerable community members across South Auckland and Waikato, supporting hapori dealing with the impacts of poverty, addiction, family violence, educational disadvantage, homelessness, climate-related hardship, and poor health outcomes. Through this mahi, I have directly observed the serious and ongoing harm alcohol causes to Māori whānau, hapū, and communities.

4. I am very concerned about the Crown proposals to repeal or weaken references to Te Tiriti o Waitangi and Treaty principles in legislation. In my experience, where Treaty clauses exist there is at least some obligation on public agencies to consider Māori interests and to engage with Māori communities. Reducing or removing those obligations will, in my view, materially affect the work Wardens and other frontline Māori organisations do across multiple statutory frameworks.

Harm to Māori from Alcohol

5. I am particularly concerned that the Sale and Supply of Alcohol Act 2012 does not contain a Treaty clause at all. Through my work as a Māori Warden, I regularly see the devastating impacts alcohol harm has on Māori communities, including family violence, addiction, offending, road trauma, homelessness, and harm to tamariki and rangatahi.

6. Māori experience significantly higher levels of alcohol-related harm than non-Māori. Research and public health evidence show Māori are disproportionately affected by alcohol-related violence, family harm, injury, road trauma, addiction, chronic disease, and contact with the criminal justice system.

7. In my experience, alcohol outlets are concentrated in, and highly visible within, communities already experiencing deprivation and social disadvantage, including near places where tamariki and rangatahi gather. This normalises alcohol in communities where significant vulnerabilities already exist.

8. In my view, these harms engage core Treaty principles including active protection, equity, partnership, and the protection of Māori wellbeing and taonga.

Background to the Sale and Supply of Alcohol Act 2012

9. The Sale and Supply of Alcohol Act 2012 replaced the Sale of Liquor Act 1989. The 1989 Act had been associated with major liberalisation of alcohol availability in New Zealand, including increased outlet density and extended trading hours.

10. The 2012 Act was introduced following growing concern about alcohol-related harm and recommendations from the Law Commission for stronger alcohol regulation.

11. The object of the Sale and Supply of Alcohol Act is:

> *"that the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and the harm caused by the excessive or inappropriate consumption of alcohol should be minimised."*

12. The Act introduced some measures intended to improve community input into licensing decisions and allow local alcohol policies. However, research has shown the reforms were relatively modest and did not substantially address many of the major drivers of alcohol harm.

Absence of a Treaty Clause

13. Despite the significant impact of alcohol harm on Māori, the Sale and Supply of Alcohol Act contains no Treaty clause and no direct reference to Te Tiriti o Waitangi or Treaty principles.

14. In my view, this absence is striking when compared with legislation such as the Local Government Act 2002 or the Resource Management Act 1991, which at least recognise Treaty obligations and Māori participation.

15. In my experience, the absence of a Treaty clause means that tino rangatiratanga, Māori wellbeing, and the Crown's obligation to actively protect Māori from disproportionate alcohol-related harm receive no clear recognition in licensing decisions.

16. I am aware that the SSAA contains section 203A, which requires District Licensing Committee procedures to allow tikanga Māori to be incorporated into proceedings. In my experience, this provision is rarely given real effect; a DLC Chair may begin a hearing with a karakia, but it is rarely extended beyond this. Where tikanga is engaged, it is often treated as a procedural courtesy rather than any meaningful recognition.

17. For Wardens and Māori community members who appear before licensing bodies, this means tikanga is treated as something that can occur within proceedings, rather than as something that should shape the substance of decision-making.

18. In my experience, Māori communities must rely on general public objection processes, and Māori concerns are treated as ordinary community objections rather than as matters engaging Crown Treaty obligations.

19. I have observed situations where Māori communities (including Māori Wardens) raise concerns about cumulative alcohol harm, impacts on rangatahi, proximity to marae, schools, and vulnerable communities, and the alcohol’s disproportionate effects on Māori, yet those concerns are balanced

against commercial interests without any Treaty framework guiding decision-makers.

20. In my view, the absence of Treaty recognition contributes to limited Māori influence in alcohol regulation, inconsistent engagement with Māori communities, and insufficient weight being given to Māori wellbeing and cultural concerns.

Rosedale Park Liquor

21. The consequences of the absence of a Treaty clause in the SSAA have recently been illustrated in the *Rosedale Park Liquor* proceedings, which I am aware of.[1]

22. In those proceedings, the District Licensing Committee declined to apply the principle of active protection. The Committee found there was no evidence that the locality was "predominantly populated by Māori" or that "particular harm is suffered by Māori in this locality,". The Committee took the view that the Act's general object of minimising alcohol-related harm already addressed Treaty concerns.

23. On appeal, the Alcohol Regulatory and Licensing Authority confirmed that the absence of a Treaty clause was determinative. The Authority also held that the applicant's failure to engage with Māori was not required under the Act.

24. These outcomes confirm what I have observed in my work as a Māori Warden. Without a Treaty clause:

    a) decision-makers can lawfully decline to apply Treaty principles, even where Māori communities are experiencing significant alcohol-related harm;

    b) national-level evidence of Māori inequity in alcohol harm is not treated as sufficient, meaning locality-specific evidence is required; and

    c) applicants are not required to engage with Māori communities before applying for a licence in our neighbourhoods.

25. The threshold of locality-specific evidence is, in my experience, a high one. Small Māori community organisations like ours are not resourced to produce

[1] *Tanishanaya Holding Ltd - Rosedale Park Liquor* [2024] ADLC 8220117149; *Hendry v Tanishanaya Holding Ltd* [2025] NZARLA 181.

that kind of evidence for every application, even though we are the ones living with the harm.

What a Treaty clause would change

26. In my experience, where statutes contain Treaty clauses requiring decision-makers to give effect to Treaty principles, Māori wellbeing and cumulative community harm are more readily considered. The absence of any such clause from the SSAA, by contrast, means these matters are addressed only if a decision-maker independently chooses to do so.

27. I have observed that applicants for licences in areas where alcohol harm to Māori is well established do not, as a matter of practice, engage with local Māori communities before applying. *Rosedale Park* confirmed that no such engagement is required under the Act.

Conclusion

28. The Sale and Supply of Alcohol Act is in my view a clear example of what happens when Treaty obligations are absent from legislation that directly affects Māori wellbeing.

29. I am very concerned that the Crown's proposals to weaken Treaty clauses in other statutes will produce similar outcomes. The current Treaty provisions in statutes such as the Education and Training Act, the Climate Change Response Act, the Local Government Act, and the Smokefree Environments and Regulated Products Act are stronger than what exists in the Sale and Supply of Alcohol Act. They are also the basis on which Wardens and other Māori frontline organisations have been able to engage with Crown agencies and councils.

30. My concern, drawing on my experience under the SSAA, is that weakening current Treaty provisions to a "take into account" standard risks producing the same patterns I have observed in alcohol licensing: high thresholds of localised evidence, Treaty principles being treated as already addressed by other statutory criteria, and engagement with Māori being treated as optional.

31. Meaningful partnership under Te Tiriti requires Māori to be involved early and properly in policy development. In my experience, that means also including frontline Māori organisations in decisions affecting how legislation will operate in our communities.

32. I support the claimants' position that the prejudice arising from these proposals is immediate and potentially irreversible. Once Treaty protections are repealed or weakened through legislation, it may be very difficult to restore them.

33. I support the claim and respectfully ask the Tribunal to support the remedies sought before further legislative changes are progressed.

Dated at Taamaki Makaurau this 18th day of May 2026

Mereana Peka

TO: The Registrar, Waitangi Tribunal, Wellington;
All Counsel – WAI 3565 Te Tinihanga o Ngā Mātāpono o te Tiriti – the Treaty Principles Reform Urgent Inquiry