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PROGRAM STRUCTURE

OBJECTIVE

The Emergency Repair Program provides financial assistance to eligible households to address emergency repairs that are urgently required to support the continued safe occupancy of the home.

FORM OF ASSISTANCE

Clients receive assistance in the form of forgivable loans to subsidize the cost of the emergency repairs to their existing home.

Minimum assistance of \$500 and up to \$15,000 per fiscal year is available to existing homeowners; the assistance excludes freight, airfare, and accommodations costs.

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

Housing Northwest Territories must operate within the parameters established under the *Financial Administration Act*: Part IX Public Agencies.

Housing Northwest Territories (HNWT) Act (R.S.N.W.T. 1988, c. N-1)

Section 10 (d) Housing NWT may “make grants or loans to individuals, municipalities and other corporate bodies for the purpose of acquiring, constructing or improving housing;”

Section 10 (j) Housing NWT may “prescribe forms of mortgages, agreements and other documents and execute and deliver deeds, grants, conveyances, transfers, releases, discharges or other documents as may be necessary in the conduct of its business.”

POLICY ADHERENCE

The policies developed for the Emergency Repair Program are the governing rules that must be adhered to when providing assistance to existing homeowners. Policy will override a procedural directive if there is a conflict between the policy and a procedure.

POLICY CHANGES

Any requests for changes to this policy are submitted on a *Request for Policy Review Form* to the Programs and District Operations Division in Head Office. The President and CEO must sign and approve any changes before taking effect.

PUBLIC PROMOTION

Public notification and promotion of the Emergency Repair Program is required as a part of the annual program delivery process.

DELIVERY PROCEDURES

The Emergency Repair Program is to be administered in accordance with the procedures that have been specifically developed for this program (see *Emergency Repair Program Procedures*).

HNWT-IMS

Housing NWT Information Management System (HNWT-IMS) contains copies of all the required forms and agreements required to effectively deliver the Emergency Repair Program.

DELIVERY AGENT

Housing NWT is the delivery agent.

RESTRICTED DWELLINGS

Assistance is limited to dwellings that are located within municipal boundaries and have access to a continuous supply of electricity, potable water, and heat. Additionally, there is to be a functional sewage containment system.

Only properties deemed for residential use only will be eligible for assistance.

The following properties are not eligible for assistance:

- Properties where municipal zoning by-laws do not permit residential use,
- Houseboats, recreational properties, or cabins; or,
- Properties located outside community boundaries (**Appendix B**).

CLIENT SELECTION

APPLICATION REQUIREMENT

All applicants are required to complete an application form with a representative from Housing NWT or its designated agent. Applicants are not permitted to complete the application on their own.

Emergency Repair Program will be offered on a year-round basis to all communities.

As these applications are taken for emergency repairs, the process (application, evaluation, and completion of emergency repair) must be completed within 60 days. If the application is still pending or approved and no project started after 60 days, the application will be withdrawn or cancelled.

CLIENT COUNSELLING

Client counselling is required at all stages during the application process. It is necessary to provide applicants with relevant information regarding eligibility criteria, assistance levels, eligible project costs, the Emergency Repair Program Agreement and

homeowner responsibilities, including the importance of home maintenance and home insurance.

ELIGIBILITY CRITERIA

Assistance is available to residents in all communities in the NWT.

Age:

The applicant(s) must be 19 years of age or older as of the date of application.

Residency:

The applicant(s) must have lived in the NWT for three years; and, one continuous year in the community of application prior to approval.

Income:

The applicant(s) income must be below the Core Need Income Threshold (CNIT) for their community as outlined in the CNIT tables. The CNIT used is based on the *National Occupancy Standard* (NOS) (which determines the number of bedrooms a household requires given its size and composition) and not the actual number of bedrooms in the unit.

Land Tenure:

Applicants must prove ownership of their residence. This ensures that Housing NWT has the appropriate authorization to arrange for work to be done on the home. This also provides proof that the homeowners meet the residency requirements of the program.

Suitable documentation is required to prove residency and ownership of residency:

- Land lease; or
- Fee Simple Title; or
- Band Council Resolution (BCR); or
- Permission to Occupy Letter; or
- Other documents that prove ownership of residence.

The names on the land tenure documents must match the names on the application.

The home must be the applicant's permanent, principal, and sole residence.

Credit Worthiness

Although a good credit rating or acceptable Gross Debt Service (GDS) (32%) and Total Debt Service (TDS) (42%) ratios are not required for the program, applications may be declined in situations where the applicants are facing the loss of their home (i.e. tax sales, foreclosures or potential loss where legal action has not yet started).

For example, applicants who currently reside in the market communities are ineligible to receive assistance if they have any arrears associated with property/land, as these properties can be subject to tax sales.

If applicants who currently reside in the non-market communities are at risk of losing their home due to arrears associated with the land, lease, and property taxes, they will be ineligible to receive assistance.

Verification of Information

All information on applications is verified for accuracy. Applications are cancelled if verification does not confirm the information provided by the applicant was truthful.

Senior Citizens

For Housing NWT programs, a Senior Citizen is a person (60) sixty years old or older. The eligibility criteria apply to Senior Citizens in the same way as other applicants, including the verification of their income.

Housing NWT Employees

The eligibility criteria apply to Housing NWT employees in the same way as other applicants. However, the final eligibility status and confirmation will be determined and issued by the Programs and District Operations Division in Head Office. All approval signatures, technical inspections must be at arm-length from the employee's District or Division. Infrastructure Services Division in Head Office will be responsible for completing or reviewing the technical inspections.

HOMEOWNERSHIP INITIATIVE CLIENTS

Homeownership Initiative Clients will be eligible to apply for Emergency Repair Program. The eligibility criteria apply to these clients the same way as other applicants.

ASSISTANCE

Previous Assistance:

Applicants who have received previous assistance from any Housing NWT programs and have met the current eligibility criteria are eligible for assistance through the Emergency Repair Program.

Current Assistance

Emergency Repair Program assistance cannot be combined with any other subsidized programs delivered by Housing NWT. For example, Emergency Repair Program assistance cannot be used to top-up a Seniors Aging in Place, Fuel Tank Replacement Initiative, Preventative Maintenance, Senior Home Repair Program or Mobility Adaptation Program.

The client may apply for other repair programs, but the repairs cannot be related to any items being repaired through the Emergency Repair Program. There must be a clear separation of items to be repaired.

Once the Emergency Repair Program Project has been finalized, the Final Certificate of Completion (FCC) date must be entered.

Future Assistance

The annual limit is \$15,000, but more than one Emergency Repair Program could be provided in the same fiscal year as long as the repairs were unrelated and the annual total for the fiscal year did not exceed \$15,000.

Organizations

As the Housing NWT programs are geared to homeownership clients, profit or non-profit organizations/businesses are **not** eligible for this Program.

INCOME VERIFICATION

Income verification is required for acceptance into the program.

The income(s) of the applicant(s) will be verified. The incomes are verified by using the Housing NWT *Verification of Income (VOI) Policies & Procedures*.

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION

The annual Emergency Repair Program allocation is limited and based upon available funding.

As the Emergency Repair Program is available year-round, assistance will be allocated on a first come, first serve basis. The Priority Allocation Selection System (PASS) will not be applicable.

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS

Clients who meet the eligibility criteria (age, residency, applicant income, arrears, land tenure, credit worthiness and previous programs) for the Emergency Repair Program must be notified by telephone with a follow-up Conditional Approval Letter signed by the District Director.

FINAL CLIENT APPROVAL

Clients selected for participation in the Emergency Repair Program must be notified by telephone with a follow-up Approval Letter signed by the District Director.

The letter must state the amount of assistance the client is eligible to receive based on the Scope of Work, as well as basic instructions regarding the next steps that will be taken by Housing NWT and the client.

The final Scope of Work must be discussed with the client and a copy provided to them before any of the work begins.

The client will be provided with contact information to access updates on the status of their repair project.

TECHNICAL REQUIREMENT

TECHNICAL REPORT

Housing NWT or a designated agent must complete a Technical Report to estimate the cost of the emergency repairs as soon as they are notified of the emergency by the Programs Staff.

TECHNICAL ASSISTANCE

Housing NWT will be responsible for coordinating repair projects, including the scope of work and inspections outlined in the *Technical Guidelines* (excluding inspections that are the responsibility of other regulatory agencies) for work that is to be completed under the Emergency Repair Program.

The emergency repair must be completed within 60 days of the application date.

The Technical Section must adhere to the Contract Administration Manual when organizing the repair work

ELIGIBLE PROJECT COSTS

Eligible repairs are limited to those urgently required for the continued safe occupancy of the home. The repairs are not intended to restore the home to minimum property standards but may be permanent or temporary in nature.

Where the cost of the repairs is greater than the assistance being provided and bank financing is required, the financial institution will determine if an appraisal is required. The client or the financial institution will be responsible for these appraisal costs.

Following approval of the application, completion of the repairs, and a final inspection by Technical Staff, District Offices pay the eligible costs including:

1. Program assistance will cover the cost of materials and labour.
2. Other eligible costs to be paid by the District Office include:
 - Freight,
 - Airfare,
 - Accommodations,
 - Applicable permits,
 - Applicable inspections; and,
 - Any applicable taxes.

Residents who initiate emergency repairs prior to completing an application, may be eligible to recover at least part of the project expenses contingent upon meeting **all** the following requirements:

- The resident commences an Emergency Repair Program application with the District Office within seven days of the emergency and completes their portion of documentation: and,
- There was a demonstrated requirement for the repairs to proceed in advance of program approval to ensure no further damage would result from waiting; and,
- Documentation that the work was completed by a qualified trades person and/or company; and,
- The applicant meets the eligibility requirements of the program.

In these cases, District Offices are authorized to pay the portion of costs that fit within the approved **category of repairs**.

MANDATORY INSPECTIONS

In addition to the Technical Report, mandatory inspections must also be completed by Housing NWT or its designated agent as per the *Technical Guidelines* once the project has been completed.

Technical Staff must issue a Final Certificate of Completion at project completion, as outlined in the contract.

The clients should be provided with the opportunity to be present for the final inspection as well as sign the Final Certificate of Completion.

CATEGORIES OF REPAIRS

A home that requires repairs necessary to correct health and/or safety hazards of the home must require urgent repairs as follows:

- Structural Soundness,
 - Electrical System,
 - Heating System,
 - Plumbing & Drainage System (Supply & storage disposal)
- or,
- Health and Safety.

Ineligible Repairs:

- Repairs that not of an urgent or emergency nature,
- Repairs undertaken prior to approval of the assistance; or,
- Repairs undertaken after the approval that are not part of the approved Scope of Work.

REPAIR STANDARDS

All repairs must reasonably conform to the latest edition of the *National Building Code* and any *Canada Mortgage and Housing Corporation (CMHC)* and Housing NWT standards. In some homes, this may not be feasible. This requirement is to be deemed satisfied for the item or component to the extent that the condition or performance of the item or component is acceptable to the local authority and does not represent a hazard to the health and safety of the occupants. (See *Procedures- **Appendix C** – Minimum Standard for Repairs.*)

BUSINESS INCENTIVE POLICY

The Business Incentive Policy (BIP) of the Government of the Northwest Territories applies. See the following website:
<http://www.itl.gov.nt.ca/en/services/business-incentive-policy>

NORTHERN MANUFACTURED PRODUCTS

The requirement to use Northern Manufactured Products is referenced in the Business Incentive Policy (BIP) and applies. See the following website:

<http://www.itl.gov.nt.ca/en/services/nwt-manufacture-products-policy>

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to Housing NWT.

Program Agreement

The client is required to sign two (2) copies of the Emergency Repair Program Agreement. The agreements must be signed by all parties prior to any funds being advanced or the start of the project.

Security

Loans will be secured with a promissory note signed by the client(s).

SIGNATURES

The clients receiving assistance must sign all required documentation before any funds are disbursed. (*See Procedures.*)

The names on all program agreement documents must match those names on the Lease, Fee Simple Title, Band Council Resolution (BCR) documents or Permission to Occupy letters or other ownership documents deemed acceptable by Housing NWT.

FORGIVENESS

Assistance will be forgiven at the end of the fiscal year, provided that the project is complete, and the FCC date has been entered in HNWT-IMS.

PRINCIPAL RESIDENCE AND ACCEPTABLE USE

The client(s) must maintain the home as their principal and sole residence for the term of the forgivable loan

The home cannot be for seasonal use or used as a means to generate revenue (rental property).

If the client stops living in the home during the loan period or the home is used for alternative purposes, the client is in default of the agreement and the remaining outstanding balance of the forgivable loan becomes due and payable to Housing NWT.

PROGRAM ADMINISTRATION

SELLING OF HOME

In cases where the home is sold before the loan is completely forgiven, the remaining outstanding balance of the forgivable loan becomes due and payable to Housing NWT.

DEFAULT

A client is considered to be in default for failing to comply with the terms of the promissory note, or program agreement. Loan forgiveness ceases from the day of default. In the case of default, the outstanding loan balance becomes due and payable.

FAMILY/MARITAL SEPARATION

In the event of family/marital separation and one of the partners wants to take ownership of the home and assume the responsibility for the mortgage loan agreement, Housing NWT requires that both partners receive independent legal advice and provide the necessary legal agreements as supporting documentation before transfer of ownership will be considered.

ESTATE AFTER CLIENT'S DEATH (Market Communities)

In cases where the loan was given to only one person, upon the death of the single client, the loan balance becomes due and payable from the estate. Housing NWT retains its interest in the property until the outstanding balance of the loan is paid in full.

In cases of marriage and common law relationships, upon the death of either partner, the surviving partner may remain in the home assuming sole responsibility for the loan agreement and other expenses. If the surviving partner sells or vacates the home, the remaining outstanding balance of the forgivable loan becomes due and payable to Housing NWT.

In cases where the loan was given to a couple and upon the death of both partners during the term of the loan, the outstanding

balance becomes due and payable from the estate. Housing NWT retains its interest in the property until the outstanding balance of the loan is paid in full.

ESTATE AFTER CLIENT'S DEATH (Non-Market Communities)

Refer to Housing NWT's Loan Assumption and Amendment Policy.

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