

Temporary Accommodation Assistance (North Island Weather Events) Programme

This welfare programme is made under section 101(1) of the Social Security Act 2018, by the Minister for Social Development and Employment.

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Programme

1 Title

This programme is the Temporary Accommodation Assistance (North Island Weather Events) Programme.

2 Commencement

This programme comes into force on 4 September 2023.

3 Purpose

The purpose of this programme is to provide special assistance to homeowners—

- (a) whose home they usually live in was damaged by a North Island weather event;
- (b) who have had to vacate their home because it is uninhabitable;
- (c) who have homeownership costs and temporary accommodation costs; and
- (d) whose insurance cover for temporary accommodation has expired.

4 Interpretation

- (1) In this programme, unless the context otherwise requires,—

Act means the Social Security Act 2018

affected premises means the premises owned by the applicant, that the applicant usually occupies as their home at the time of a North Island weather event and which is in one of the following regions:

- (a) Te Tai Tokerau/Northland
- (b) Tāmaki-makau-rau/Auckland
- (c) Waikato
- (d) Te Moana-a-Toi/Bay of Plenty
- (e) Te Tairāwhiti/Gisborne
- (f) Te Matau-a-Māui/Hawke's Bay
- (g) Manawatū/Whanganui

applicant—

- (a) means a person who applies for assistance or on whose behalf an application is made for assistance under this programme; and
- (b) where the context requires, includes a person who is granted assistance under this programme

AS area means the appropriate area, set out in clause 8, part 7 of Schedule 4 of the Act

financial support means—

- (a) insurance cover:
- (b) weekly temporary accommodation assistance under this programme:
- (c) specified accommodation support for temporary accommodation costs

homeownership costs mean unavoidable expenses payable by the applicant in respect of the affected premises

household includes the applicant, the applicant's spouse or partner and any dependent children who usually reside with the applicant

insurance cover, means a payment or payments from an insurer to the applicant to contribute towards the household's temporary accommodation costs

MBIE TAS means the temporary accommodation service administered by the Ministry of Business, Innovation and Employment

North Island weather event means either or both of the following weather events—

- (a) heavy rainfall commencing on 26 January 2023 and ending on 3 February 2023 in Te Tai Tokerau/Northland, Tāmaki-makau-rau/Auckland, Waikato, and Te Moana-a-Toi/Bay of Plenty regions:
- (b) Cyclone Gabrielle, which crossed the North Island during the period commencing on 12 February 2023 and ending on 16 February 2023

qualifying tenancy means a tenancy the applicant has entered into, to which the Residential Tenancies Act 1986 applies

single in relation to an applicant means a person who is either a single person or a sole parent

specified accommodation support means one of the following payments made in respect of the household's temporary accommodation costs:

- (a) Accommodation Supplement payable under section 65 of the Act:
- (b) Accommodation Benefit payable under regulation 9 of the Student Allowances Regulations 1998:
- (c) Temporary Additional Support payable under section 96 of the Act:
- (d) Special Benefit saved by clause 2(1) of Schedule 1 of the Act

temporary accommodation assistance means either weekly assistance granted under clause 7(1) of this programme, or hardship assistance granted under clause 7(2) of this programme

temporary accommodation costs of an applicant, means rent payable by the applicant in respect of a qualifying tenancy—

- (a) occupied by the applicant and by any members of the applicant's the household who usually reside with the applicant; and
- (b) occupied by them because premises owned by the applicant, and that they usually occupied as their home at the time of a North Island weather event, were made uninhabitable by those events

uninhabitable means the applicant is unable to live in the affected premises because a responsible person (as defined in section 133BB of the Building Act 2004) has placed a sign or notice on the premises, prohibiting entry or restricting access to the premises, under the authority of section 133BT of the Building Act 2004 or the Civil Defence Emergency Management Act 2002.

- (2) Terms otherwise used in this programme that are defined in Schedule 2 of the Act have the same meanings in this Programme.

5 Application of the Act

- (1) Sections 113, 195, 196, 204, 217 – 219, 292, 293, 297, 298, 301, 303 – 306, 326, 340, 391 apply to the following as if temporary accommodation assistance under this programme were a benefit under the Act:
 - (a) this programme:
 - (b) an applicant:
 - (c) the spouse or partner (if any) of an applicant.
- (2) Nothing in subclause (1) limits the application of any other provision of the Act.

6 Applications for Assistance

- (1) Assistance under this programme must not be granted until MSD has received—
 - (a) an application in such form as MSD from time to time prescribes; and
 - (b) any supporting evidence reasonably required by MSD.
- (2) An application for hardship assistance described in clause 7(2) must be received by MSD on or before 2 October 2023.

7 Eligibility

- (1) An applicant is eligible for weekly temporary accommodation assistance if MSD is satisfied that—
 - (a) they meet the residency criteria in clause 9; and
 - (b) their household is registered with MBIE TAS for accommodation assistance in relation to one or more North Island weather events at the date of their application for assistance under this programme; and
 - (c) their affected premises is uninhabitable as a result of a North Island weather event; and
 - (d) they have homeownership costs for their affected premises; and
 - (e) they intend to return to, or sell their affected premises as soon as reasonably practicable; and
 - (f) they have unavoidable temporary accommodation costs for a qualifying tenancy they entered into before 20 July 2023; and
 - (g) the applicant had insurance cover in relation to the affected premises, which has been exhausted.
- (2) An applicant is eligible for a hardship payment of temporary accommodation assistance if—
 - (a) they meet all of the criteria in subclause (1); and
 - (b) MSD is satisfied that the applicant has experienced hardship due to a gap in the period they were receiving financial support to contribute towards their temporary accommodation costs.
- (3) Despite clause 7(1)(f), an applicant will still meet the eligibility criteria, if—
 - (a) before 20 July 2023 their spouse or partner entered into a tenancy agreement that would otherwise comply with clause 7(1)(f) and at the time of applying for assistance the applicant is included as a named tenant on that tenancy agreement;
 - (b) the tenancy described in clause 7(1)(f) has ended, but the applicant has entered into another qualifying tenancy. This subclause still applies even if there was a temporary gap in the applicant or the applicant's spouse or partner's (if any) tenancies.

8 Ineligibility

- (1) An applicant is ineligible for assistance under this programme if—
- (a) the applicant does not meet the eligibility criteria for the type of assistance they are applying for; or
 - (b) settlement of a sale of the applicant's affected premises has been completed; or
 - (c) the applicant or their spouse or partner (if any) is receiving specified accommodation support in respect of their temporary accommodation; or
 - (d) the applicant or their spouse or partner (if any) reoccupies the affected premises; or
 - (e) the affected premises is no longer uninhabitable; or
 - (f) the applicant ceases to have both temporary accommodation costs and homeownership costs for the same period.
- (2) Clause 8(1)(e) is subject to clause 15(b)(ii).

9 Residency criteria

A person meets the residency criteria if—

- (a) they are ordinarily resident and present in New Zealand at the time of application and are either:
 - (i) a New Zealand citizen or a person who holds or is deemed to hold a residence class visa under the Immigration Act 2009 that permits the holder to work in New Zealand; or
 - (ii) a person recognised as a refugee or protected person under that Act; or
 - (iii) a person holding a temporary class visa under that Act that permits the person to work in New Zealand and who is—
 - (A) awaiting the outcome of their claim for recognition as a refugee or a protected person (within the meaning of that Act); or
 - (B) a person applying for a residence class visa under that Act who is compelled to remain in New Zealand because of unforeseen circumstances.

10 Grant under this programme

- (1) MSD may only grant assistance under this programme to an eligible applicant if—
- (g) the applicant meets the eligibility criteria for that kind of assistance; and
 - (h) the applicant is not ineligible for assistance under clause 8; and
 - (i) MSD considers a grant is suitable to meet the applicant's need for assistance.
- (2) MSD must not grant assistance under clause 7(2) unless an application has been received on or before 2 October 2023.

11 Discretionary grant

- (1) In exercising its discretion under this programme, MSD must consider—
 - (a) whether the applicant's temporary accommodation costs are reasonable; and
 - (b) the appropriate rate based on the AS area the applicant is currently residing in; and
 - (c) the amount of money appropriated by Cabinet for the purpose of granting assistance under this programme.
- (2) When exercising its discretion to grant a payment to an eligible person, MSD may consider—
 - (a) whether the applicant has taken all reasonable steps to reduce their temporary accommodation costs:
 - (b) whether the applicant has accessed all available insurance cover:
 - (c) whether the applicant has taken all reasonable steps to reduce their homeownership costs:
 - (d) the impact on the applicant or their spouse or partner or dependent child or children (if any) if a grant was not made:
 - (e) the applicant and their spouse or partner's (if any) financial circumstances:
 - (f) any other financial assistance available to the applicant or their spouse or partner (if any) for the same or similar purpose as a payment under this programme would meet.

12 Rates of temporary accommodation assistance

- (1) The maximum amount of temporary accommodation assistance MSD may grant to an applicant eligible under clause 7(1) is the lesser of—
 - (a) the applicant's actual rent for their temporary accommodation; and
 - (b) an amount set by MSD, taking into account the matters in clause 11 and the applicant's circumstances, which must be no more than the maximum specified in Schedule 1 of this programme.
- (2) The maximum amount of temporary accommodation assistance MSD may grant to an applicant eligible under clause 7(2) is the lesser of—
 - (a) the applicant's actual rent for their temporary accommodation; and
 - (b) an amount set by MSD, taking into account the matters in clause 11 and the applicant's circumstances, which must be no more than the maximum specified in Schedule 2 of this programme.
- (3) Despite subclause (2)(b)—
 - (a) MSD must not take any gap in the applicant's financial support before 1 June 2023 into consideration when determining the amount payable under clause 7(2); and

- (b) MSD must not take any gap in the applicant's financial support after 1 October 2023 into consideration when determining the amount payable under clause 7(2).
- (4) If an applicant's spouse or partner does not meet the residency criteria in clause 9, MSD must grant a rate in either Schedule 1 or Schedule 2 as if the applicant were single.

13 Commencement of assistance

Payment of assistance under this programme commences from the later of the following dates:

- (a) the date the applicant became eligible to receive the assistance; and
- (b) the date the application for the assistance was received.

14 Payments of assistance

- (1) Payments under this programme must be paid to the applicant.
- (2) Despite subclause (1), MSD may, in exercising its discretion—
 - (a) apportion any payment or payments under this programme between an applicant and their spouse or partner (if any); and
 - (b) pay assistance under this programme to any other person.

15 Ending of assistance

Temporary accommodation assistance ends on the close of the earliest of the following dates:

- (a) the day before the date on which the applicant becomes ineligible under this programme:
- (b) the later of the following dates:
 - (i) the day before the date on which the affected premises becomes available for occupation as a home following the completion of remediation work;
 - (ii) the last day of a reasonable period allowed by MSD following that date for the applicant to reoccupy the affected premises as a home:
- (c) the date on which this programme expires.

16 Expiry

This programme expires on the close of 30 June 2024.

Schedule 1

Maximum rate of weekly temporary accommodation assistance

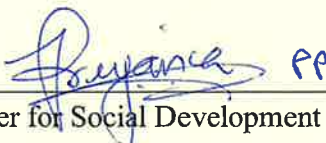
- | | | |
|---|---|---|
| 1 | To a person who is single with no dependent children | <p>The applicant's actual weekly temporary accommodation costs, but not more than—</p> <ul style="list-style-type: none"> a) \$330 a week, if the applicant resides in AS Area 1 b) \$270 a week, if the applicant resides in AS Area 2 c) \$260 a week, if the applicant resides in AS Area 3 d) \$250 a week, if the applicant resides in AS Area 4 |
| 2 | To a person who is single with 1 dependent child, or to a person who is in a relationship with no dependent children | <p>The applicant's actual weekly temporary accommodation costs, but not more than—</p> <ul style="list-style-type: none"> a) \$480 a week, if the applicant resides in AS Area 1 b) \$420 a week, if the applicant resides in AS Area 2 c) \$380 a week, if the applicant resides in AS Area 3 d) \$340 a week, if the applicant resides in AS Area 4 |
| 3 | To a person who is single with 2 dependent children, or to a person who is in a relationship with 1 dependent child | <p>The applicant's actual weekly temporary accommodation costs, but not more than—</p> <ul style="list-style-type: none"> a) \$560 a week, if the applicant resides in AS Area 1 b) \$480 a week, if the applicant resides in AS Area 2 c) \$430 a week, if the applicant resides in AS Area 3 d) \$380 a week, if the applicant resides in AS Area 4 |
| 4 | To a person who is single with 3 or more dependent children, or to a person who is in a relationship with 2 or more dependent children | <p>The applicant's actual weekly temporary accommodation costs, but not more than—</p> <ul style="list-style-type: none"> a) \$610 a week, if the applicant resides in AS Area 1 b) \$510 a week, if the applicant resides in AS Area 2 c) \$460 a week, if the applicant resides in AS Area 3 d) \$400 a week, if the applicant resides in AS Area 4 |
| 5 | For the purposes of this schedule, resides means the temporary accommodation where the applicant and their household currently live. | |

Schedule 2

Maximum rate of temporary accommodation assistance on the grounds of hardship

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|---|---|---|
| 1 | To a person who is single with no dependent children | An amount to support the applicant’s need for temporary accommodation assistance, but not more than—
a) \$5,798.57, if the applicant resides in AS Area 1
b) \$4,744.29, if the applicant resides in AS Area 2
c) \$4,568.57, if the applicant resides in AS Area 3
d) \$4,392.86, if the applicant resides in AS Area 4 |
| 2 | To a person who is single with 1 dependent child, or to a person who is in a relationship with no dependent children | An amount to support the applicant’s need for temporary accommodation assistance, but not more than—
a) \$8,434.29, if the applicant resides in AS Area 1
b) \$7,380.00, if the applicant resides in AS Area 2
c) \$6,677.14, if the applicant resides in AS Area 3
d) \$5,974.29, if the applicant resides in AS Area 4 |
| 3 | To a person who is single with 2 dependent children, or to a person who is in a relationship with 1 dependent child | An amount to support the applicant’s need for temporary accommodation assistance, but not more than—
a) \$9,840.00, if the applicant resides in AS Area 1
b) \$8,434.29, if the applicant resides in AS Area 2
c) \$7,555.71, if the applicant resides in AS Area 3
d) \$6,677.14, if the applicant resides in AS Area 4 |
| 4 | To a person who is single with 3 or more dependent children, or to a person who is in a relationship with 2 or more dependent children | An amount to support the applicant’s need for temporary accommodation assistance, but not more than—
a) \$10,718.57, if the applicant resides in AS Area 1
b) \$8,961.43, if the applicant resides in AS Area 2
c) \$8,082.86, if the applicant resides in AS Area 3
d) \$7,028.57, if the applicant resides in AS Area 4 |
| 5 | For the purposes of this schedule, resides means the temporary accommodation where the applicant and their household currently live. | |

At Wellington this 29 day of August 2023.


Minister for Social Development and Employment

Explanatory note

This note is not part of the programme but is intended to indicate its general effect.

This welfare programme, which comes into force on 4 September 2023, enables financial assistance for temporary accommodation costs to be granted to certain people whose homes were damaged by a North Island weather event and who are living in temporary accommodation because they have been required to vacate their homes until, or while, remediation work is carried out or until it is sold and their insurance cover for temporary accommodation has expired.