

# Housing Support Amendment (Non-Residential Tenancies) 2024

This instrument is made under section 101 of the Social Security Act 2018 by the Minister of Housing.

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## Instrument

### 1 Title

This instrument is the Housing Support Amendment (Non-Residential Tenancies) 2024.

### 2 Commencement

This instrument comes into effect on 1 July 2024.

### 3 Programme amended

This instrument amends the **Housing Support Programme** (as established and approved on 13 March 2023)<sup>1</sup>.

### 4 Housing Support Programme revoked and replaced

The Housing Support Programme is revoked, and replaced by the following Housing Support Programme:

## Part 1

### General provisions

#### 1 Title

This programme is the Housing Support Programme.

#### 2 Commencement

This programme comes into force on 1 July 2024.

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<sup>1</sup> *New Zealand Gazette*, 10 February 2023, No. s1455.

### 3 Purpose of this programme

The purpose of this programme is to provide limited financial assistance to eligible applicants for accommodation related costs to assist them to obtain and retain accommodation.

### 4 Interpretation

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

**52-week period** means the period of 52 weeks immediately preceding the date a grant is paid

**accommodation**, in relation to any residential premises located in New Zealand, means—

- (a) the premises an applicant occupies or intends to occupy as a home under an RTA agreement or non-RTA agreement for the provision of accommodation and may include accommodation provided under:
  - (i) a tenancy agreement, as defined in section 2(1) of the Residential Tenancies Act 1986, including a tenancy agreement for social housing (unless otherwise specified):
  - (ii) a flat or house sharing agreement:
  - (iii) a hire agreement or rental contract for a cabin, mobile home, or caravan:
  - (iv) a lodging or boarding arrangement:
  - (v) commercial accommodation such as hotels, motels, and homestays;—
- (b) but does not include accommodation in:
  - (i) premises owned in part or fully by the applicant or their spouse or partner:
  - (ii) tents, including tents adjoined to vehicles:
  - (iii) homeless shelters:
  - (iv) prisons and correctional facilities:
  - (v) premises used to provide emergency or transitional accommodation for which—
    - (A) a grant has been made to the applicant or their spouse or partner under the Special Needs Grant Programme for emergency housing; or
    - (B) any other payment has been made by a government department for the provision of emergency or transitional accommodation to people in need of housing

**accommodation agreement** means an agreement between the applicant and an accommodation supplier for accommodation

**accommodation costs** in relation to an applicant who has—

- (a) a non-RTA agreement, means the amount payable by the applicant for accommodation under the agreement that is repeated and regular, or as a lump sum, and includes service costs where they cannot be separated from the rest of the amount; or
- (b) an RTA agreement, means rent as defined in section (2)(1) of the Residential Tenancies Act 1986

**accommodation supplier** in relation to an applicant, means a person, or their agent who is, has, or will provide accommodation and includes, where applicable, a landlord as defined in section 2(1) of the Residential Tenancies Act 1986

**Act** means the Social Security Act 2018

**agency** has the same meaning as in section 2(1) of the PaCHMA

**alternative housing** means accommodation provided under an RTA agreement, but does not include social housing

**applicant** means—

- (a) a person applying for assistance under this programme; or
- (b) a person on whose behalf an application for assistance is made

**bond** has the same meaning as in section 2(1) of the Residential Tenancies Act 1986

**income** has the same meaning as in Schedule 2 of the Act, and also includes any New Zealand Superannuation or Veteran's Pension payable to the applicant or their spouse or partner

**moving cost**—

- (a) means the cost of moving general household goods where the applicant is responsible or partly responsible for the cost of moving those goods into accommodation, including:

- (i) furniture;
- (ii) appliances;
- (iii) personal effects and belongings; and

- (b) does not include costs related to the transport of a person

**non-RTA agreement** means an accommodation agreement that the Residential Tenancies Act 1986 does not apply to

**outstanding accommodation costs and expenses** means accommodation costs that the applicant is liable to pay the accommodation supplier at the termination of their accommodation agreement, under the terms of the accommodation agreement or by an order made by the Disputes Tribunal, Tenancy Tribunal, or court, and also includes:

- (a) accommodation costs arrears;
- (b) the cost of making good any damage to the property that the applicant is liable for;
- (c) the cost of storage or disposal of the applicant's abandoned personal effects and personal belongings;
- (d) the cost of any claims relating to the accommodation agreement

**PaCHMA** means the Public and Community Housing Management Act 1992

**RTA agreement** means an accommodation agreement that the Residential Tenancies Act 1986 applies to

**service costs** has the same meaning as in section 65(2) of the Act

**shared accommodation** is accommodation with 2 or more occupants who are named on the accommodation agreement where at least one of those occupants is not the applicant's spouse or partner

**social housing** and **social housing provider** have the same meanings as in section 2(1) of the PaCHMA

**tenant** has the same meaning as in section 2(1) of the Residential Tenancies Act 1986, and includes a person who has been vested a tenancy by way of a tenancy order made by the court (including but not limited to under section 122 of the Family Violence Act 2018 and section 28 of the Property (Relationships) Act 1976)

**universal entrance criteria** means the criteria in clause 6 of this programme

- (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 8, 19, 111 to 114, 205, 292, 294 to 295, 298, 301, 304 to 306, 317 to 318, 340, 354 to 358, 360 to 363, 417, clauses 1 to 2, 4 to 7, 8(e) to (p), 9 to 17 and 21 of Schedule 3, and clause 1 of Schedule 6 of the Act apply to, and in respect of, the following as if the special assistance under this programme were a benefit under the Act:
  - (a) this programme:
  - (b) any applicant:
  - (c) any spouse or partner of an applicant.
- (2) Nothing in subclause (1) limits the application of any other provisions of the Act.

## **Part 2**

### **Universal entrance criteria**

## **6 Eligibility criteria**

- (1) Unless otherwise stated in this programme, an applicant meets the universal entrance criteria under this programme if—
  - (a) the applicant meets the residential criteria in clause 7; and
  - (b) the income and cash assets of the applicant and their spouse or partner do not exceed the income and cash asset limits in clauses 8 and 9; and
  - (c) MSD is satisfied that the applicant is likely to be able to obtain and retain the accommodation or alternative housing that the grant is provided for, as a result of the grant.
- (2) The criteria in clause 6(1)(b) does not apply to grants under Parts 8 and 9 of this programme (*see* clauses 33(2) and 37(2)).
- (3) The criteria in clause 6(1)(c) does not apply to grants under Part 9 of this programme (*see* clause 37(2)).

## **7 Residential criteria**

The applicant must be either—

- (a) ordinarily resident in New Zealand at the time of application and meet 1 or more of the following criteria:
  - (i) be a New Zealand citizen:
  - (ii) hold, or be deemed to hold, a residence class visa under the Immigration Act 2009:

- (iii) be recognised as a refugee or a protected person in New Zealand under the Immigration Act 2009;
- (iv) be eligible for and receiving a payment under clause 15B of the Special Needs Grants Programme; or
- (b) eligible for, and receiving, a main benefit, New Zealand Superannuation or Veteran's Pension.

## 8 Income limit

The income of the applicant and their spouse or partner must not exceed the amount that would enable them to receive an accommodation supplement under regulation 18 of the Social Security Regulations 2018 if they resided in Area 1 (as defined in Part 7 of Schedule 4 of the Act).

## 9 Cash assets limit

- (1) The cash assets of the applicant and their spouse or partner must not exceed—
  - (a) for a person who is in a relationship, or a single person who has a dependent child or children, the amount in regulation 15(1)(a) of the Social Security Regulations 2018; or
  - (b) for a single person with no dependent children, the amount in regulation 15(1)(b) of the Social Security Regulations 2018.
- (2) In this clause, **cash assets** has the same meaning as in regulation 60 of the Social Security Regulations 2018 (but excludes any grants provided under this programme).

## Part 3 Administration

### 10 Principles to be applied in the exercise of discretion

- (1) When deciding whether to make a grant under this programme—
  - (a) MSD must consider—
    - (i) the purpose of this programme in clause 3; and
    - (ii) the purpose of the kind of assistance the applicant is applying for; and
    - (iii) any other financial assistance available to the applicant or their spouse or partner for the same or similar purpose as a grant under this programme; and
    - (iv) the ability of the applicant and their spouse or partner to meet the need that they seek assistance for from their own resources, including the realisation of assets and any other suitable available resources (including other Government supports); and
    - (v) the likely effects on the applicant and their spouse or partner and dependent children if the need that they seek assistance for is not met; and
    - (vi) whether the applicant intends to stay in the accommodation for fewer than 28 days; and
  - (b) MSD may consider—

- (i) the extent to which the applicant and their spouse or partner has caused or contributed to the need that they seek assistance for; and
  - (ii) the ability of the applicant and their spouse or partner to meet their essential living expenses if assistance is granted; and
  - (iii) the existing debt of the applicant and their spouse or partner, from all sources; and
  - (iv) whether the accommodation is suitable; and
  - (v) any other matters MSD considers relevant.
- (2) This clause does not apply to transition to alternative housing grants (see Part 9).

### **11 Application for assistance required**

- (1) MSD must not grant assistance under this programme until MSD has received—
- (a) an application for assistance completed by or on behalf of the applicant to MSD's satisfaction, in such form as the chief executive from time to time prescribes; and
  - (b) any supporting evidence reasonably required by MSD.
- (2) MSD may waive all or part of a requirement to provide information (including information specified in an application form) under subclause (1) if satisfied that MSD—
- (a) already holds the information concerned; or
  - (b) already holds enough other information to determine the matter for which the information concerned is needed.

### **12 Restrictions on payments**

- (1) Except where otherwise stated in this programme, MSD must not pay more than—
- (a) 2 grants under each part of this programme to an applicant in a 52-week period, unless MSD is satisfied exceptional circumstances exist; and
  - (b) 1 grant under each part of this programme for a simultaneous period unless subclause (2) applies.
- (2) Where MSD has made, but not yet paid, a tenancy costs cover grant under Part 8 or a security cover grant under subpart 2 of Part 5, and that grant has not expired, MSD may make additional grants for those types of assistance to an applicant.
- (3) When deciding whether or not to make an additional grant under subclause (2), MSD may consider whether a claim for payment of a grant referred to in that subclause has been made or is likely to be made.

### **13 Payment of grant**

- (1) MSD may, having regard to the kind of assistance, pay grants under this programme—
- (a) to the applicant; or
  - (b) to the accommodation supplier; or
  - (c) in any other manner MSD thinks fit.



- (2) Despite subclause (1), grants for tenancy costs cover under Part 8 and security cover under subpart 2 of Part 5 must be paid directly to the accommodation supplier unless MSD considers exceptional circumstances exist.

#### **14 Rules as to recovery**

- (1) Before granting recoverable assistance under this programme, MSD must negotiate a repayment plan with the applicant.
- (2) MSD must set a rate of recovery that ensures the amount of the grant is repaid within 24 months after the grant is paid unless exceptional circumstances exist.
- (3) In determining the rate of repayment by instalments, MSD must have regard to—
  - (a) whether the instalment reductions will leave enough for the applicant's living expenses and any other debt repayments; and
  - (b) the likelihood that it would cause the applicant to seek further grants or other supplementary assistance under the Act.
- (4) MSD may, from time to time, review the rate of recovery of a grant and may increase or decrease or make no alterations to the rate.

#### **15 Transitional provisions**

- (1) Grants, including conditional grants made under the Housing Support Programme approved by the Minister on 6 February 2023 (the "Former Programme"), do not expire on the commencement of this programme.
- (2) Eligibility and conditions of payment for grants under the Former Programme continue under the terms of the Former Programme.
- (3) Where a grant was paid under the Former Programme, that grant is a grant for the purposes of clause 12(1)(a).
- (4) Where an application for a grant under the Former Programme has been made but MSD has not yet made a determination, MSD may, with the agreement of the applicant, make a decision under this programme where this programme benefits the applicant.

### **Part 4 Moving Costs Grant**

#### **16 Moving costs grant: Purpose**

The purpose of this Part is to provide recoverable assistance to contribute towards moving costs to assist eligible applicants with the costs of moving.

#### **17 Moving costs grant: Eligibility**

MSD may grant assistance for moving costs under this Part to an eligible applicant where MSD is satisfied that the applicant—

- (a) meets the universal entrance criteria; and
- (b) is moving to accommodation; and
- (c) has moving costs.

## **18 Moving costs grant: Amount**

- (1) The amount of a grant payable under clause 17 must not exceed \$1,500 in a 52-week period unless MSD is satisfied that exceptional circumstances apply.
- (2) MSD must not make a grant for more than the applicant's actual and reasonable moving costs.
- (3) When determining the amount of a grant, MSD may consider including a portion of moving costs for shared furniture, appliances, and personal effects and belongings, but must not pay for the same costs in two or more applications.
- (4) If MSD is satisfied any other publicly funded assistance for the same or similar purpose as the grant is insufficient to meet the total moving costs of an applicant, MSD may grant a moving costs grant under this Part for an amount not exceeding the difference needed to meet the total remaining moving costs.

## **Part 5 Bond and Security Cover Grants**

### Subpart 1

#### Bond Grant

## **19 Bond grant: Purpose**

The purpose of this subpart is to provide recoverable assistance to eligible applicants to assist in providing security for, or payment of, bond required by accommodation suppliers under an RTA agreement.

## **20 Bond grant: Eligibility**

MSD may grant a bond grant under this Part to an eligible applicant where MSD is satisfied that the applicant—

- (a) meets the universal entrance criteria; and
- (b) would be unable to obtain or retain the accommodation without a grant under this part; and
- (c) is required to pay bond; and
- (d) is entering into or renewing an RTA agreement.

## **21 Bond grant: Amount**

- (1) The amount of a bond grant must not exceed the lesser of the following amounts:
  - (a) the amount of bond payable by the applicant and their spouse or partner under an RTA agreement; or
  - (b) the amount equivalent to 4 weeks' accommodation costs for the accommodation; or
  - (c) if the applicant is in shared accommodation, the applicant's and their spouse or partner's portion of 4 weeks' accommodation costs.



- (2) When determining whether to grant a bond grant, and the grant amount, MSD may have regard to whether the applicant or their spouse or partner has, or will have at the time the bond is payable, access to a refund of a bond payment for their former accommodation.

## Subpart 2

### Security Cover Grant

#### **22 Security cover grant: Purpose**

The purpose of this subpart is to support eligible applicants to obtain or retain accommodation that they may have otherwise not been able to obtain or retain by providing assurances to their accommodation supplier that MSD will pay the applicant's outstanding accommodation costs and expenses incurred in respect of a non-RTA agreement, at the end of that agreement.

#### **23 Security cover grant: Eligibility**

MSD may grant a security cover grant under this subpart to an eligible applicant where MSD is satisfied that—

- (a) the applicant meets the universal entrance criteria; and
- (b) MSD has not made a security cover grant to the applicant for the same accommodation that has not yet been paid, unless clause 12(2) applies; and
- (c) for an initial grant that—
  - (i) the applicant has entered into a non-RTA agreement; and
  - (ii) the accommodation supplier entered into that non-RTA agreement on the basis that the applicant will be granted a security cover grant; or
- (d) for a subsequent grant that—
  - (i) the applicant is continuing a non-RTA agreement for which a security cover grant has previously been granted; and
  - (ii) the accommodation supplier continued that non-RTA agreement on the basis that the applicant will retain a security cover grant.

#### **24 Security cover grant: Amount**

- (1) The amount of a security cover grant must not exceed the lesser of—
  - (a) the amount of the liability referred to in clause 25 (1)(c); and
  - (b) the amount equivalent to 4 weeks' accommodation costs in respect of which security cover was granted, calculated at the rate of accommodation costs payable at the commencement of the accommodation agreement.
- (2) The applicant's liability under this clause is limited if the property is insured against destruction or damage, to the amount of the applicable excess under the insurance, unless the excess is more than the damage.

## **25 Security cover grant: Conditional grant**

- (1) A grant of security cover is only payable if—
  - (a) MSD has been provided a copy of the accommodation agreement; and
  - (b) the accommodation agreement ends within 12 months of MSD granting assistance under this subpart; and
  - (c) the applicant is liable to the accommodation supplier for outstanding accommodation costs and expenses that were incurred during the period that the accommodation agreement covers; and
  - (d) a claim for payment of outstanding accommodation costs and expenses has been made to MSD by the applicant or the accommodation supplier within 3 months of the accommodation agreement terminating, unless MSD extends that period (*see* subclause (3)); and
  - (e) MSD is satisfied that—
    - (i) the applicant agrees that they are liable (either in full or part) for the outstanding accommodation costs and expenses claimed under subclause (1)(d); or
    - (ii) a Disputes Tribunal or court order requires the applicant to pay the outstanding accommodation costs and expenses claimed under subclause (1)(d); and
  - (f) MSD has been provided all the supporting evidence required to determine the claim; and
  - (g) the grant has not expired.
- (2) A grant under this subpart expires and must not be paid 3 months after the accommodation agreement has ended, unless MSD has extended this period under subclause (3).
- (3) MSD may extend the period in subclause (2), for a maximum of 3 months per extension for a maximum of 2 extensions, if a claim for the outstanding accommodation costs and expenses has been lodged but not yet decided that may result in an order that subclause (1)(e)(ii) applies to.

## **Part 6**

### **Accommodation costs in Advance Grant**

#### **26 Accommodation costs in advance grant: Purpose**

The purpose of this Part is to provide recoverable grants for the payment of accommodation costs in advance as required by accommodation suppliers, to assist eligible applicants with the cost of obtaining accommodation.

#### **27 Accommodation costs in advance grant: Eligibility**

MSD may grant an accommodation costs in advance grant under this Part to an eligible applicant where MSD is satisfied that—

- (a) the applicant meets the universal entrance criteria; and
- (b) the applicant has an agreement for accommodation that requires that they pay accommodation costs in advance; and

- (c) without a grant, the applicant would not be able to obtain the accommodation.

### **28 Accommodation costs in advance grant: Amount**

The amount of a grant under this Part must not exceed the lesser of the following amounts:

- (a) the amount of accommodation costs in advance payable by the applicant and their spouse or partner under the accommodation agreement; or
- (b) the amount equivalent to 2 weeks' accommodation costs for that accommodation; or
- (c) if the applicant has an RTA agreement and is in shared accommodation, the applicant's and their spouse or partner's portion of 2 weeks' accommodation costs.

## **Part 7**

### **Accommodation Costs Arrears Grant**

### **29 Accommodation costs arrears grant: Purpose**

The purpose of this subpart is to provide recoverable grants for the payment of accommodation costs arrears, to assist eligible applicants to retain their accommodation where their accommodation costs are in arrears.

### **30 Accommodation costs arrears grant: Eligibility**

MSD may grant an accommodation costs arrears grant under this Part to an eligible applicant where MSD is satisfied that the applicant—

- (a) meets the universal entrance criteria; and
- (b) has an accommodation agreement, including where they are a tenant of social housing who is required to pay income-related rent (as that term is defined in section 2(1) of the PaCHMA) in respect of their accommodation agreement with a social housing provider; and
- (c) is required by their accommodation supplier to pay accommodation cost arrears; and
- (d) is at risk of losing their accommodation due to those arrears; and
- (e) is likely to retain their accommodation if an accommodations costs arrears grant is paid; and
- (f) is not—
  - (i) subject to an order (as that term is defined in section 2(1) of the Residential Tenancies Act 1986) which terminates the RTA agreement and which is not a conditional or interim order; or
  - (ii) in receipt of a notice under the Residential Tenancies Act 1986 which terminates the RTA agreement and which has not been revoked.

### **31 Accommodation costs arrears grant: Amount**

The amount of an accommodation costs arrears grant must not exceed the lesser of the following amounts:

- (a) the amount of accommodation cost arrears the applicant and their spouse or partner is required to pay by the accommodation supplier; or
- (b) the amount equivalent to 4 weeks' accommodation costs for that accommodation; or
- (c) if the applicant is in shared accommodation, the applicant's and their spouse or partner's portion of 4 weeks' accommodation costs.

## **Part 8**

### **Tenancy Costs Cover Grant**

#### **32 Tenancy costs cover grant: Purpose**

The purpose of this Part is to support eligible applicants to obtain alternative housing that they may have otherwise not been able to obtain, by providing assurances to potential accommodation suppliers that MSD will pay the applicant's outstanding accommodation costs and expenses at the end of the RTA agreement (in accordance with the limits set under this programme), if those costs exceed the amount of bond paid.

#### **33 Tenancy costs cover grant: Eligibility**

- (1) MSD may grant tenancy costs cover to an eligible applicant where MSD is satisfied that—
  - (a) the applicant meets the universal entrance criteria; and
  - (b) the applicant has taken reasonable steps to find alternative housing; and
  - (c) the applicant has been unable to obtain alternative housing because of their personal circumstances.
- (2) The criteria in clause 6(1)(b) does not apply to the tenancy costs cover grant (*see* clause 6(2)).

#### **34 Tenancy costs cover grant: Amount**

- (1) The amount of a tenancy costs cover grant must not exceed—
  - (a) the amount of the liability referred to in clause 35 (1)(d); and
  - (b) the amount equivalent to 4 weeks' accommodation costs in respect of which the cover was granted, calculated at the rate of accommodation costs payable at the commencement of the RTA agreement.
- (2) The applicant's liability under this clause is limited if the property is insured against destruction or damage, to the amount of the applicable excess under the insurance, unless the excess is more than the damage.

#### **35 Tenancy costs cover grant: Conditional grant**

- (1) A grant of tenancy costs cover is a conditional grant and is not payable until and unless MSD is satisfied that all the following conditions are met:

- (a) the applicant entered into an RTA agreement for alternative housing within 6 months of being notified in writing of the grant of tenancy costs cover; and
  - (b) the accommodation supplier entered into that RTA agreement on the basis that the applicant was granted tenancy costs cover; and
  - (c) the applicant paid a bond (or a portion of a bond) of an amount equivalent to 4 weeks' rent for the alternative housing (calculated at the rate of rent payable at the commencement of the RTA agreement); and
  - (d) the applicant is liable to the accommodation supplier for outstanding accommodation costs and expenses in excess of the amount of the bond payment referred to in subclause (c);
  - (e) MSD has been provided a copy of the RTA agreement and a receipt for the bond; and
  - (f) the RTA agreement was subsequently terminated (regardless of which party terminated the RTA agreement) within 24 months after commencement of the RTA agreement; and
  - (g) a claim for payment of a tenancy costs cover grant has been made to MSD by the applicant or the accommodation supplier within 3 months of the RTA agreement terminating, unless MSD has extended that period (*see* subclause (3)); and
  - (h) MSD is satisfied that—
    - (i) the applicant agrees that they are liable (either in full or part) for the outstanding accommodation costs and expenses claimed under subclause (1)(g); or
    - (ii) a sealed Tenancy Mediator's order (as provided for under section 88 of the Residential Tenancies Act 1986), Tenancy Tribunal order or order of the court requires the applicant to pay the outstanding accommodation costs and expenses claimed under subclause (1)(g); and
  - (i) MSD has been provided all the supporting evidence required to determine the claim.
- (2) A grant under this subpart expires, and must not be paid, 3 months after the accommodation agreement has ended, unless MSD has extended this period under subclause (3).
- (4) MSD may extend the period in subclause (2) for a maximum of 3 months per extension for a maximum of 2 extensions, if a claim for the outstanding accommodation costs and expenses has been lodged but not yet decided that may result in an order that subclause (1)(h)(ii) applies to.

## **Part 9**

### **Transition to Alternative Housing Grant**



### **36 Transition to alternative housing grant: Purpose**

The purpose of this Part is to provide non-recoverable grants to eligible applicants to incentivise them to move from social housing to alternative housing.

### **37 Transition to alternative housing grant: Eligibility**

- (1) An applicant is eligible for a transition to alternative housing grant under this Part if MSD is satisfied that the applicant—
  - (a) meets the universal entrance criteria; and
  - (b) is a tenant of social housing; and
  - (c) is moving to alternative housing for at least 28 days, which MSD is satisfied they are likely to retain; and
  - (d) is not ineligible for a grant under subclause (3).
- (2) The criteria in clauses 6(1)(b) and (c) do not apply to grants under this Part (*see* clause 6(2) of this programme).
- (3) An applicant is ineligible under subclause (1) if:
  - (a) they have already given notice to terminate their RTA agreement for social housing; or
  - (b) their social housing eligibility has been reviewed under section 117(1)(b) of the PaCHMA and the agency has determined that they are no longer eligible for social housing; or
  - (c) at any time, MSD has paid a transition to alternative housing grant to the applicant.

### **38 Transition to alternative housing grant: Amount and payment**

- (1) The amount of a transition to alternative housing grant is \$3,000 per accommodation agreement, and is non-recoverable.
- (2) Where more than one eligible tenant named on the RTA agreement for social housing has applied for a transition to alternative housing grant, MSD must pay the amount of grant in subclause (1) in equal shares to those named tenants.



### 39 Transition to alternative housing grant: Conditional grant

- (1) A transition to alternative housing grant is payable only when MSD is satisfied that—
  - (a) the applicant and any other tenants of the social housing have voluntarily agreed with MSD and the social housing provider to terminate their RTA agreement for social housing; and
  - (b) the RTA agreement for social housing has terminated; and
  - (c) all occupants have vacated the social housing; and
  - (d) the applicant and any other tenant who has a conditional transition to alternative housing grant has moved to alternative housing within 6 months after the date that MSD received the application for a transition to alternative housing grant.
- (2) A grant under this part expires 6 months after the date that MSD receives the application for a transition to alternative housing grant.
- (3) A grant under subclause (2) does not expire because an applicant has moved from social housing into alternative housing, where the grant has not yet been paid under subclause (1) unless the grant expires for another reason.

At Low Hutt this 26 day of May 2024

  
\_\_\_\_\_  
Minister of Housing

#### **Explanatory note**

*This note is not part of the instrument, but is intended to indicate its general effect.*

This instrument, which comes into force on 1 July 2024, revokes and replaces the Housing Support Programme to expand financial assistance for accommodation related costs to people in accommodation agreements that the Residential Tenancies Act 1986 does not apply to.

The financial assistance that will be available both to applicants who the Residential Tenancies Act 1986 applies to, and to applicants that the Residential Tenancies Act 1986 does not apply to is:

- moving costs grants;
- accommodation costs in advance grants; and
- accommodation costs arrears in arrears grants.

A new grant of security cover is introduced to make a bond like payment available to those in accommodation agreements that the Residential Tenancies Act 1986 does not apply to.

The financial assistance that will continue to be only available applicants who the Residential Tenancies Act 1986 applies to is:

- bond grants;
- tenancy costs cover grants; and
- transition to alternative housing grants.