

Emergency Housing Grants Programme

This welfare programme is made under section 101(1) of the Social Security Act 2018, under delegated authority, by the Associate Minister of Housing.

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Programme

Part 1 General provisions

1 Title

This programme is the Emergency Housing Grants Programme.

2 Commencement

This programme comes into force on 26 August 2024.

3 Purpose of this programme

The purpose of this programme is to provide financial assistance to eligible applicants to help meet their need for emergency housing.

4 Interpretation

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

Act means the Social Security Act 2018

applicant means a person—

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

cash assets means the cash and the other assets of the applicant and their spouse or partner that can be readily converted to cash, and include:

- (a) shares, stocks, debentures, or bonds;
- (b) bank accounts, including fixed and term deposits with any bank, friendly society, credit union, or building society;
- (c) money invested with or lent to any bank or other financial institution, or other person, whether on mortgage or other security, or unsecured;
- (d) the net equity held in any property or land not used as the applicant's home;
- (e) building society shares;
- (f) bills of exchange or promissory notes;
- (g) a share or shares in any partnership;

but do not include—

- (h) any grants made under this programme; and
- (i) the motor vehicle or other vehicle required by the applicant for their personal use; or
- (j) if the applicant is in a relationship, the motor vehicle or other vehicle required by the applicant's spouse or partner for their personal use; and
- (k) a caravan, boat, or other vehicle—
 - (i) in which the net equity is less than \$2,000; or

- (ii) which is used by the applicant, the applicant's spouse or partner, and dependent children, for day to day accommodation; and
- (l) the personal effects of the applicant and their spouse or partner; and
- (m) any payment or item declared not to be cash assets by Part 1 of Schedule 8 of the Social Security Regulations 2018

emergency housing means premises that are being used or are intended to be used as temporary accommodation by an applicant who has an immediate emergency housing need

emergency housing contribution means a contribution required from an applicant, under clause 23(1), towards the cost of emergency housing

emergency housing event means the period during which an applicant has an immediate emergency housing need and—

- (a) begins on the day that need arises and continues until MSD is satisfied that need is resolved; and
- (b) does not end if or when an applicant is granted assistance under this programme

emergency housing grant means a grant to an applicant, made under Part 4 of this programme, to help meet the cost of emergency housing

emergency housing income means income as defined in Part 2 of Schedule 3 of the Act (and includes weekly income calculated under clause 13 and Part 3A of Schedule 3 of the Act), except that it also includes—

- (a) a main benefit as defined in Schedule 2 of the Act; and
- (b) New Zealand superannuation payable under the New Zealand Superannuation and Retirement Income Act 2001 or a veteran's pension under Part 6 of the Veterans' Support Act 2014; and
- (c) amounts received from Accident Compensation Corporation or an insurer under the Accident Compensation Act 2001 as weekly compensation for loss of earnings or potential earning capacity;

and is less—

- (d) any income tax as defined in the Income Tax Act 2007, which is—
 - (i) actually paid; or
 - (ii) estimated to be payable by MSD; and
- (e) any premium or levy which is payable in respect of the income of the applicant or their spouse or partner under section 219 of the Accident Compensation Act 2001, which is—
 - (i) actually paid; or
 - (ii) estimated to be payable by MSD

emergency housing supplier means any person, body or organisation that is registered with MSD to provide emergency housing, regardless of whether they are an opted-in emergency housing supplier

emergency housing supplier standards means standards—

- (a) approved by the chief executive, which may be amended by the chief executive from time to time; and
- (b) published on a publicly available Internet site maintained by or on behalf of MSD

immediate emergency housing need means that, on the date an applicant applies under this programme or during some or all of the 7-night period following their application, the applicant—

- (a) cannot remain in their usual place of residence (if any); and
- (b) will not have access to other accommodation that, in the opinion of MSD, is adequate to meet the needs of the applicant and the applicant's spouse or partner, and dependent children if they will be staying with the applicant

income has the same meaning as in Schedule 2 of the Act, and also includes—

- (a) any New Zealand superannuation or veteran's pension payable to the applicant or their spouse or partner; and
- (b) the amount of any payments made to the applicant or their spouse or partner under—
 - (i) the New Employment Transition Grant Programme; or
 - (ii) the Seasonal Work Assistance Programme; or
 - (iii) the Work Bonus Programme

non-entitlement period, in relation to the applicant, means a period of 13 weeks following a determination under clause 20

opted-in emergency housing supplier means a supplier of emergency housing that—

- (a) has applied to opt in to the emergency housing supplier standards through the process prescribed by MSD; and
- (b) MSD has granted opted-in status to and has not suspended or removed that status

support services means any government funded or community-based service intended to support the underlying needs of an applicant granted assistance under this programme

universal entrance criteria means the criteria in clause 9 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, 103, 110 to 114, 197, 202 to 204, 217 to 219, 290 to 295, 298, 299, 301, 303, 310, 337 to 340, 346, 354 to 358, 362, 364, 417, clauses 2, 9, 11 to 14, 15A to 15I, 16, and 21 of Schedule 3, and clause 1 of Schedule 6 of the Act are to apply, with any necessary modifications, to this programme and any applicant as if grants under this programme were a benefit.
- (2) Nothing in subclause (1) limits the application of any other provisions of the Act.

Part 2 Administration

6 Application for grant required

- (1) MSD must not make a grant under this programme unless MSD has received—
 - (a) an application for a grant 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) The application referred to in subclause (1) does not have to refer to assistance of any particular kind.

7 Payment of grants

- (1) Grants made under this programme must be paid to—
 - (a) the emergency housing supplier providing the emergency housing for which the grant is made unless subclause (2) applies; or
 - (b) where clause 25(1) applies, the provider of the applicant's emergency housing.
- (2) If MSD is satisfied it would not be appropriate to pay an emergency housing supplier, MSD may pay grants under this programme, other than a grant under part 5, to the applicant.

8 Transitional provisions

- (1) When determining the relevant period of nights referred to in clauses 17(2)(b)(i) and 19(1), MSD must not include any emergency housing grants made under the now revoked clause 14A of the Special Needs Grants Programme (*see* clause 1, Part 3, of Schedule 1AA of Special Needs Grants Programme).
- (2) When determining if an applicant must pay an emergency housing contribution under clause 23(1), MSD must take into account any emergency housing grant or grants made to the applicant under the now revoked clause 14A of the Special Needs Grants Programme (*see* clause 1, Part 3, of Schedule 1AA of Special Needs Grants Programme).
- (3) MSD must not make a security deposit grant under clause 25 if a security deposit grant has already been made to the applicant, but not yet paid, under the now revoked clause 14AA of the Special Needs Grants Programme (*see* clause 1, Part 3, of Schedule 1AA of Special Needs Grants Programme), for that emergency housing, unless clause 25(3) applies.

Part 3 Eligibility

9 Universal entrance criteria

Unless otherwise stated, an applicant meets the universal entrance criteria under this programme if MSD is satisfied—

- (a) the applicant meets the residential criteria in clause 10; and
- (b) the income of the applicant and their spouse or partner does not exceed the limits in clause 11, unless MSD has exercised the discretion in clause 11(2); and
- (c) the cash assets of the applicant and their spouse or partner do not exceed the limit in clause 12, unless MSD has exercised the discretion in clause 12(2); and
- (d) the applicant is not ineligible under clause 14.

10 Residential criteria

The applicant must be—

- (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.

11 Income limit

- (1) The income of the applicant and their spouse or partner must not exceed the appropriate amounts in part 2 of Schedule 5 of the Act.
- (2) An applicant who exceeds the limits in subclause (1) will still meet the universal entrance criteria if MSD is satisfied exceptional circumstances exist.

12 Cash assets limit

- (1) The cash assets of the applicant and their spouse or partner must not exceed—
 - (a) the amount in clause 1 of Schedule 5 of the Act, if the applicant is not in a relationship and does not have dependent children; or
 - (b) the amount in clause 2 of Schedule 5 of the Act, if the applicant is in a relationship or a sole parent with 1 or more dependent children.
- (2) An applicant who exceeds the limits in subclause (1) will still meet the universal entrance criteria if MSD is satisfied exceptional circumstances exist.

13 Principles to be applied in exercise of discretion

When deciding whether to make a grant under this programme—

- (a) MSD must consider—
 - (i) the applicant's ability to meet their immediate emergency housing need from their own resources or from other sources available to the applicant; and

- (ii) whether the emergency housing MSD is considering making a grant for is adequate to meet the immediate emergency housing need of the applicant and the applicant's spouse or partner, and dependent children if they will be staying with the applicant.
- (b) MSD may consider whether the applicant has caused or contributed to their immediate emergency housing need.

14 Ineligibility

- (1) Unless otherwise stated, an applicant is ineligible for a grant under this programme if—
 - (a) the main benefit being paid to an applicant is suspended or reduced under section 236, 237, or 239 of the Act; or
 - (b) MSD is satisfied that—
 - (i) the applicant or their spouse or partner is eligible for a grant under clause 17 of the Special Needs Grants Programme; or
 - (ii) the applicant or their spouse or partner would be eligible but for being granted the maximum assistance available under clause 17.
- (2) Despite subclause (1)(b), an applicant will be eligible for a grant if—
 - (a) the applicant has been granted, in respect of the period and need that their application under the Special Needs Grants Programme relates to, the maximum assistance available under clause 17 of the Special Needs Grants Programme; and
 - (b) the applicant or their dependent children are experiencing an unforeseen crisis situation that is beyond the applicant's control; and
 - (c) the applicant or their dependent children are at risk of harm or likely to be at risk of harm within the next 7 days because of more than one factor relating to their circumstances.

Part 4

Emergency housing grants

Subpart 1—Grants

15 Eligibility

MSD may grant an emergency housing grant under this clause to an applicant if the applicant—

- (a) meets the universal entrance criteria; and
- (b) has an immediate emergency housing need; and
- (c) agrees to comply with the responsibilities in clause 19; and
- (d) is not ineligible under clauses 14 and 16.

16 Ineligibility for emergency housing grants

An applicant is ineligible for an emergency housing grant under clause 15 if—

- (a) MSD is satisfied that the applicant does not meet the eligibility criteria in clause 15(a) to (c); or

- (b) the applicant is subject to a non-entitlement period in accordance with clause 20; or
- (c) the applicant's spouse or partner is staying or intends to stay with the applicant in the emergency housing for which the grant is being made for, and that spouse or partner is subject to a non-entitlement period under clause 20.

17 Period and amount of grant

- (1) If MSD has determined an applicant is eligible for an emergency housing grant under clause 15, MSD may make a grant for up to 7 nights of emergency housing.
- (2) MSD may make an emergency housing grant under clause 15 for up to—
 - (a) 14 nights of emergency housing if MSD is satisfied that the period which the emergency housing grant is for, is a period of low availability of emergency housing in the region the emergency housing is in; or
 - (b) 21 nights of emergency housing if—
 - (i) the applicant has previously received an emergency housing grant or grants for at least 7 nights of emergency housing, in total, for the same emergency housing event that their application relates to; and
 - (ii) provided clause 19 applies, MSD has, before determining an applicant is eligible for a subsequent emergency housing grant under clause 15, also determined under clause 19(2) that the applicant has complied with the responsibilities in clause 19(1); and
 - (iii) MSD is satisfied that an emergency housing grant of up to 21 nights of emergency housing is appropriate in the applicant's circumstances.
- (3) The amount of any emergency housing grant must be the actual and reasonable cost of the applicant's emergency housing, as determined by MSD, for the period that the emergency housing grant is being made in respect of.

18 Emergency housing suppliers

- (1) Unless subclause (2) applies, MSD must only grant an emergency housing grant for emergency housing provided by an opted-in emergency housing supplier.
- (2) MSD may only make an emergency housing grant for emergency housing provided by an emergency housing supplier who is not an opted-in emergency housing supplier if MSD determines that—
 - (a) there are no opted-in emergency housing suppliers with emergency housing available that is adequate to meet the immediate emergency housing need of the applicant and the applicant's spouse or partner, and dependent children if they will be staying with the applicant; or
 - (b) a particular emergency housing supplier, that is not an opted-in emergency housing supplier, would be the most appropriate option for the applicant's circumstances; or

- (c) exceptional circumstances exist.
- (3) MSD may publish emergency housing supplier standards which must be—
 - (a) approved by the chief executive and may be amended by the chief executive from time to time; and
 - (b) published on a publicly available Internet site maintained by or on behalf of MSD.

Subpart 2— Responsibilities and non-entitlement periods

19 Responsibilities

- (1) An applicant must comply with the following responsibilities from the 8th night of a stay in emergency housing, paid for by an emergency housing grant or grants made to the applicant, during their emergency housing event—
 - (a) engage with support services, if a referral has been made by MSD (*see* subclause (6)); and
 - (b) make reasonable efforts to obtain other housing, including accessing other sources of housing assistance or other assistance; and
 - (c) pay the emergency housing contribution by the date or dates determined by MSD under clause 23(4).
- (2) Before making any subsequent grant under clause 15 MSD must be satisfied that an applicant complied with subclause (1) (if that subclause applied) from when MSD last made an emergency housing grant to the applicant for the same emergency housing event.
- (3) MSD must determine that an applicant has failed to comply with the responsibilities in subclause (1) if, when the applicant applies for a subsequent emergency housing grant under clause 15 for the same emergency housing event, MSD is satisfied that the applicant, without good and sufficient reason, has failed to comply with one or more of the responsibilities in subclause (1).
- (4) If MSD determines that the applicant has failed to comply with the responsibilities in subclause (1), MSD must notify the applicant in writing, of that decision.
- (5) A notification in subclause (4) for a decision that does not result in a non-entitlement period applying to an applicant must include a warning about the consequences of any future failure to comply with responsibilities.
- (6) When making an emergency housing grant under clause 15, MSD may refer an applicant to support services for the purposes of subclause (1)(a).

20 Non-entitlement periods

- (1) When making a decision to make a subsequent grant under clause 15, MSD must determine that a non-entitlement period applies to the applicant if, during that emergency housing event, MSD has determined that the applicant has failed to comply with the responsibilities in clause 19(1) on 3 occasions for the same emergency housing event.

- (2) If MSD has made a determination that a non-entitlement period applies, the non-entitlement period must apply for a period of 13 weeks from the day after the applicant's most recent emergency housing grant ends.
- (3) When determining whether a non-entitlement applies under subclause (1), MSD must not include any determinations made by MSD (that an applicant has failed to comply with the responsibilities in clause 19(1)) prior to a previous non-entitlement period which occurred during the same emergency housing event.

Subpart 3 — Grants during a non-entitlement period

21 Emergency housing grants to applicants during a non-entitlement period

- (1) MSD may make an emergency housing grant under this clause to an applicant to whom a non-entitlement period applies under clause 20(1) if MSD is satisfied that—
 - (a) the applicant meets clauses 15(a) and (b) of the eligibility criteria; and
 - (b) the applicant does not meet the ineligibility criteria in clauses 14 or 16(c); and
 - (c) the applicant or their dependent children are experiencing an unforeseen crisis situation that is beyond the applicant's control; and
 - (d) the applicant or their dependent children are at risk of harm or likely to be at risk of harm within the next 7 days because of more than one factor relating to their circumstances.
- (2) MSD may make a grant under subclause (1) to an applicant for up to—
 - (a) 7 nights stay in emergency housing; or
 - (b) 14 nights stay in emergency housing if MSD is satisfied that the period which the grant is made for, is a period of low availability of emergency housing, in the region the emergency housing is in.

22 Effect of emergency housing grant under clause 21

- (1) Clause 19 does not apply to an applicant to whom MSD has decided to make an emergency housing grant to under clause 21.
- (2) If MSD makes a grant under clause 21(1) the applicant's non-entitlement period must be suspended.
- (3) Any suspended non-entitlement period must resume from the date that MSD determines that the applicant no longer meets the criteria in clause 21(1).

Subpart 4—Emergency housing contribution

23 Emergency housing contribution: payment and recovery

- (1) An applicant who receives an emergency housing grant or grants under this programme must make an emergency housing contribution towards the cost of that grant or grants.

- (2) No emergency housing contribution is payable for the first 7 nights of an applicant receiving an emergency housing grant or grants for an emergency housing event.
- (3) When making an emergency housing grant, MSD must determine the amount of emergency housing contribution payable by the applicant, for the number of nights the applicant is staying in emergency housing, from the 8th night of receiving a grant or grants for that emergency housing event.
- (4) An emergency housing contribution is recoverable from the applicant and must be paid by the applicant by the date, or dates, determined by MSD taking into consideration—
 - (a) the day or days an applicant and their spouse or partner is expected to receive emergency housing income; and
 - (b) any other factors MSD considers relevant.
- (5) MSD must recover any amount of an emergency housing contribution, which is not received by the date determined by MSD (*see* subclause (4)) in accordance with the Ministerial Direction on Debt Recovery.

24 Emergency housing contribution: calculation

- (1) The amount of an emergency housing contribution payable by the applicant is the lesser of—
 - (a) the emergency housing contribution calculated by MSD under subclause (2); or
 - (b) the actual cost of the emergency housing for the number of nights to which an emergency housing contribution applies.
- (2) The emergency housing contribution must be calculated by MSD by—
 - (a) calculating the amount A (*see* subclause (3)) on the first night of the grant for emergency housing; and
 - (b) dividing the amount A by 7, and rounding to the nearest cent; and
 - (c) multiplying the resulting amount by the number of nights to which an emergency housing contribution applies.
- (3) MSD must calculate the amount A by adding the following amounts for 7 days starting on the first night of the grant for emergency housing:
 - (a) the greater of—
 - (i) 25% of the applicant and their spouse or partners emergency housing income; or
 - (ii) 25% of the maximum rate of jobseeker support under Part 1 of Schedule 4 of the Act that would be appropriate if the applicant and their spouse or partner were eligible for jobseeker support; and
 - (b) 25% of the family tax credit of the applicant and their spouse or partner.
- (4) In this clause, **family tax credit** has the same meaning as under subparts MA to MF and MZ of the Income Tax Act 2007, and is calculated as the lesser of—

- (a) the total amount that the applicant and their spouse or partner are eligible to receive as family tax credit under those subparts; or
 - (b) the maximum rate of family tax credit payable under those subparts in respect of an eldest dependent child.
- (5) MSD may only change the emergency housing contribution amount payable by the applicant for an emergency housing grant if MSD considers that the applicant or their spouse or partner have had a change in circumstances that will result in a material difference to the amount payable by the applicant.

Part 5

Security deposit grant

25 Security deposit grant: eligibility

- (1) MSD may make a conditional security deposit grant to an applicant who is eligible under subclause (2), in respect of emergency housing funded by a grant under clause 15 or 21 or funded partly or wholly by assistance paid for by the Ministry of Housing and Urban Development.
- (2) An applicant will be eligible for a security deposit grant if the applicant—
 - (a) meets the universal entrance criteria under clause 9;
 - (b) is not ineligible under clause 14; and
 - (c) MSD is satisfied that the applicant requires a security deposit for the emergency housing they are about to begin their stay in.
- (3) MSD must only make a security deposit grant before an applicant begins their stay in the emergency housing for which the security deposit is required for, unless MSD is satisfied it would be appropriate to make one after the applicant begins their stay.

26 Security deposit grant: amount of grant

- (1) The amount of a security deposit grant must not exceed the security deposit required by the emergency housing supplier or provider of emergency housing.
- (2) MSD must be satisfied that the amount referred to in subclause (1) is reasonable and approve the amount when it makes the security deposit grant under clause 25.
- (3) Despite subclause (2), MSD may approve a new amount for a security deposit grant where the cost of the applicant's emergency housing has increased during their emergency housing stay.
- (4) Any security deposit grant paid under clause 27 is recoverable from the applicant.

27 Security deposit grant: when security grant deposit grant is payable and expires

- (1) A security deposit grant is conditional and must not be paid unless—
 - (a) the applicant is liable to an emergency housing supplier or provider for any outstanding costs (not including service charges) or damage

- incurred by the emergency housing supplier or provider of their emergency housing, during the applicant's stay in emergency housing; and
- (b) a claim for payment of outstanding costs has been made to MSD by the applicant or the emergency housing supplier or the provider of the applicant's emergency housing.
- (2) The amount of a security deposit grant paid must not exceed the lesser of-
- (a) any outstanding costs (not including service charges) or damage incurred by the emergency housing supplier or the provider of the applicant's emergency housing during the applicant's stay in emergency housing; or
- (b) the amount granted under clause 26(1).
- (3) A security deposit grant expires, and must not be paid, 3 months after the applicant has ended their stay in the emergency housing that the grant has been made for.

Te Whangawiatana

At Wellington this

22nd day of July

2024

Jana Williams Polaka

Associate Minister of Housing

Explanatory note

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

This welfare programme, established under section 101 of the Social Security Act 2018, which comes into force on 26 August 2024, provides for assistance for emergency housing for eligible applicants, that was formerly provided under the Special Needs Grants Programme.

The welfare programme provides assistance for emergency housing that was provided under the Special Needs Grants Programme and makes the following changes:

- introduces a new responsibility framework which changes the eligibility criteria for emergency housing grants;
- removes the ability to make emergency housing grants recoverable; and
- clarifies the settings for security deposit grants.

The responsibility framework provides for responsibilities that an applicant must comply with to continue receiving grants for emergency housing from their 8th night in emergency housing for the same emergency housing event. The framework also sets out the consequences for not complying with those responsibilities, including imposing a non-entitlement period, and when grants can be made to applicants during that non-entitlement period.