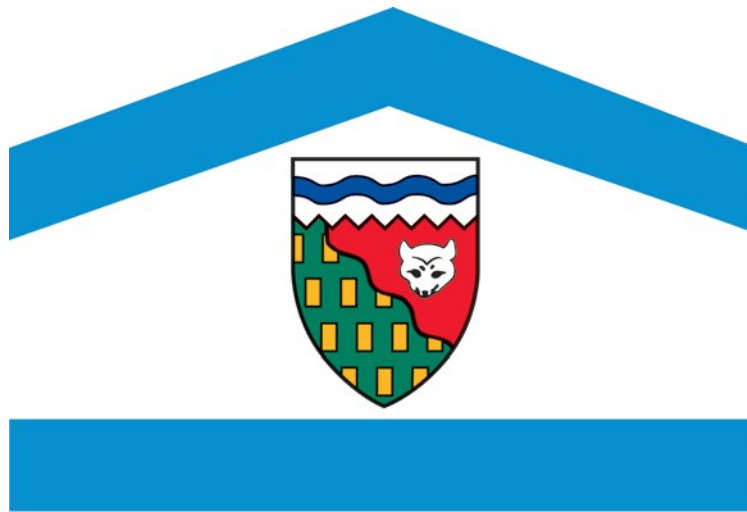


Updated Policy Documents

April 2021



NORTHWEST TERRITORIES
HOUSING CORPORATION



PROGRAM STRUCTURE 2

OBJECTIVE 2

FORM OF ASSISTANCE 2

ENABLING LEGISLATION 2

POLICY ADHERENCE..... 8

POLICY CHANGES..... 3

PUBLIC PROMOTION 3

DELIVERY PROCEDURES..... 3

HC-IMS..... 3

DELIVERY AGENT 3

RESTRICTED DWELLINGS..... 4

CLIENT SELECTION 4

APPLICATION REQUIREMENT 4

CLIENT COUNSELLING 4

ELIGIBILITY CRITERIA 4

INCOME VERIFICATION 8

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION..... 8

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS..... 8

FINAL CLIENT APPROVAL..... 9

TECHNICAL REQUIREMENT 9

TECHNICAL REPORT..... 9

TECHNICAL ASSISTANCE..... 9

ELIGIBLE PROJECT COSTS..... 10

MANDATORY INSPECTIONS 10

CATEGORIES OF REPAIRS 11

REPAIR STANDARDS 11

BUSINESS INCENTIVE POLICY 12

NORTHERN MANUFACTURED PRODUCTS 12

PROGRAM AGREEMENT 12

LOAN SECURITY 12

SIGNATURES..... 12

FORGIVENESS 13

PRINCIPAL RESIDENCE AND ACCEPTABLE USE 13

PROGRAM ADMINISTRATION..... 13

SELLING OF THE HOME 13

DEFAULT 13

FAMILY/MARITAL SEPARATION..... 13

ESTATE AFTER CLIENT’S DEATH (Market Communities)..... 14

ESTATE AFTER CLIENT’S DEATH (Non-Market Communities) 14



PROGRAM STRUCTURE

OBJECTIVE

The Seniors Aging in Place Program provides financial assistance to eligible households to support repairs/upgrades that make their homes less expensive to operate, more durable and increase the economic life of the home so that they can live independently for as long as possible in their communities.

FORM OF ASSISTANCE

Clients receive assistance in the form of a forgivable loan to subsidize the cost of repairs/modifications related to energy efficiency and independent living to their existing home.

Assistance up to \$10,000 per fiscal year is available to the homeowner; the assistance excludes freight, airfare and accommodation costs.

For applicants whose income is over \$60,000, they will be required to co-pay 10% of the repair costs. The applicant's portion must be paid prior to the start of the repairs.

Income	Co-Pay amount
\$0 - \$59,999	No co-pay
\$60,000 to CNIT	10% of the repair costs

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Northwest Territories Housing Corporation must operate within the parameters established under the *Financial Administration Act*.

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

Section 10 (d) The NWTHC may "make grants or loans to individuals, municipalities and other corporate bodies for the purpose of acquiring, constructing or improving housing."

Section 10 (j) The NWTHC 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 Seniors Aging in Place program are the governing rules that must be adhered to when providing assistance to existing senior 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 Seniors Aging in Place program is required as a part of the program delivery process.

DELIVERY PROCEDURES

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

HC-IMS

Housing Corporation Information Management System (HC-IMS) contains copies of all the required forms and agreements required to effectively deliver the Seniors Aging in Place program.

DELIVERY AGENT

The NWT HC 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 I*).

CLIENT SELECTION

APPLICATION REQUIREMENT

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

Seniors Aging in Place will be offered on a year-round basis to all communities.

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 Seniors Aging in Place Agreement and homeowner responsibilities, including the importance of home maintenance.

ELIGIBILITY CRITERIA

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

**Age:**

One of the applicants must be 60 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.

The applicant(s) must have owned and lived in the home for a minimum of a one-year period before applying for the program.

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.

Arrears:

Applicants cannot have mortgage arrears with the NWT HC.

Existing mortgage clients who have signed the Revised Mortgage Repayment Plan (RMPP) are eligible to apply for the program after six (6) consecutive months of successful payments. If clients do not adhere to the repayment agreement, they will not be eligible for assistance.

Applicants who reside in market communities of Fort Smith, Hay River, Fort Simpson, Yellowknife, Norman Wells and Inuvik and currently hold land tenure in the Northwest Territories are ineligible if they have any arrears associated with the land, lease or property taxes.

Land Tenure:

Applicants must prove ownership of their residence. This ensures that the NWT HC 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; or
- Other documentation 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 Ratio (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.

Seniors Citizens

For NWT HC programs, a Senior Citizen is a person (60) sixty years old or older.

NWTHC Employees

The eligibility criteria apply to NWTHC 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's-length from the employee's District or Division. Infrastructure Services Division in Head Office will be responsible for completing or reviewing the technical inspections.



Assistance

Previous Assistance:

Applicants who have received previous assistance from any NWTCHC programs and have met the current eligibility criteria are eligible for assistance through the Seniors Aging in Place.

Current Assistance:

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

The client may apply for other repair programs, but the repairs cannot be related to any items being repaired through the Seniors Aging in Place program. There must be a clear separation of items to be repaired.

Once the Seniors Aging in Place project has been finalized, the Final Certificate of Completion (FCC) date must be entered in HC-IMS.

Future Assistance:

The annual assistance limit is \$10,000, but more than one Seniors Aging in Place could be provided in the same fiscal year as long as the total assistance does not exceed \$10,000.

For further clarification, please see the examples below:

- May 2020 – replace floor insulation \$7,000
- FCC May 2020;

- August 2020 – install grab bars \$3,000
- FCC August 2020;

- Total expenditure for fiscal year \$10,000

Clients would not be eligible for another project until the next fiscal year.

Organizations

As the NWTCHC programs are geared to homeownership clients, profit or non-profit organizations/businesses are **not** eligible.



INCOME VERIFICATION

Income verification is required for acceptance into the program.

The income(s) of all applicants will be verified. The incomes are verified by using the NWTCHC *Verification of Income (VOI) Policies & Procedures*.

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION

Only applicants who have met the eligibility criteria are to undergo prioritization.

The annual Seniors Aging in Place program allocation is limited and based upon available funding. Clients are selected according to level of need using the NWTCHC Priority Allocation and Selection System (PASS). The use of PASS is mandatory for the Seniors Aging in Place.

Assistance must be allocated so that applicants with higher PASS scores receive assistance before those applicants with lower scores. Where two (2) or more applicants receive the same PASS score and, due to budget limitations, the NWTCHC is unable to approve assistance to all applicants with the same score, the Tiebreaker System is to be applied. (See Procedures for more detail).

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS

Within 60 days of the application date, clients who have met the eligibility criteria (age, residency, household income, STEP course, arrears, land tenure, credit worthiness and previous programs) must be given a Conditional Approval letter signed by the District Director.

The letter must state that that the final decision will be made at the time that all Seniors Aging in Place applications for the fiscal year are complete and prioritized using PASS.

Based on the estimate of the initial Scope of Work, the co-payment amount and the date the funds should be received must also be included in the letter. The client should be



counselled that these funds must be received by the District Office prior to the start of the repair project.

FINAL CLIENT APPROVAL

Clients selected for participation in the Seniors Aging in Place program must be given an 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, confirmation that the co-payment amount has been received as well as basic instructions regarding the next steps that will be taken by the NWTCHC 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 in order to access updates on the status of their repair project.

TECHNICAL REQUIREMENT

TECHNICAL REPORT

The NWTCHC or a designated agent must complete a Technical Report/Unit Condition Rating (UCR) to estimate the cost of the enhancements and repairs.

TECHNICAL ASSISTANCE

The NWTCHC 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 Seniors Aging in Place program.

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



ELIGIBLE PROJECT COSTS

Eligible repairs and upgrades are limited to those required to increase energy efficiency relating to heating, electricity and water, repairs related to the durability of the home, as well as minor home adaptations, such as grab bars, to improve accessibility and mobility.

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

In cases where the estimated project costs exceed assistance levels and the client cannot provide the additional funding or the Scope of Work cannot be reduced, the application will be cancelled. Program funding cannot be used to partially complete a project.

Following approval of the application, completion of the repairs/upgrades and a final inspection by technical staff, payment of the eligible costs will be made, 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.

MANDATORY INSPECTIONS

In addition to the Technical Report/UCR, mandatory inspections must also be completed by the NWT HC 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 and for signing the Final Certificate of Completion.

CATEGORIES OF REPAIRS

A home requiring repairs that will support aging in place include the following:

- Energy Efficiency;
- Durability; and,
- Accessibility and Mobility.

Ineligible Repairs:

- Paint, where it is determined that the walls are in good condition;
- Replacing cabinets and/or countertops when existing are usable and in good condition;
- Replacing appliances;
- Repairs undertaken prior to HC-IMS 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 NWTCH 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 B – Minimum Standard for Repairs.*)

In cases where the Unit Condition Rating (UCR) is low and the home cannot be brought up to the minimum National Building Code (NBC) standards, but the homeowners are determined to continue to reside in the home, it may be more appropriate to refer them to the Securing Assistance for Emergencies (SAFE) program if the repairs are of an urgent nature. However, the project would only be completed if it was within the eligibility criteria, policies and procedures of the SAFE program.



BUSINESS INCENTIVE POLICY

The Business Incentive Policy (BIP) of the Government of the Northwest Territories applies. See the following website:

<http://www.iti.gov.nt.ca/en/services/business-incentive-policy>

NORTHERN MANUFACTURED PRODUCTS

The requirement to use Northern Manufactured Products is within the BIP and applies. See the following website:

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

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to the NWTTC.

Program Agreement

The client is required to sign two (2) copies of the Seniors Aging in Place 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 (Schedule A) 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 and Promissory Note (Schedule A) must match those names on the Lease, Fee Simple Title, (BCR) documents, Permission to Occupy letters, or other ownership documents deemed acceptable by the NWTTC.



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 HC-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 the NWTCHC.

PROGRAM ADMINISTRATION

SELLING OF THE 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 the NWTCHC.

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, the NWTCHC 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. The NWTCH 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 the NWTCH.

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. The NWTCH 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 the NWTCH's Loan Assumption and Amendment Policy.



PROGRAM STRUCTURE	2
OBJECTIVE	2
FORM OF ASSISTANCE	2
ENABLING LEGISLATION	2
POLICY ADHERENCE.....	2
POLICY CHANGES.....	3
PUBLIC PROMOTION	3
DELIVERY PROCEDURES.....	3
HC-IMS.....	3
DELIVERY AGENT	3
RESTRICTED DWELLINGS.....	3
CLIENT SELECTION	4
APPLICATION REQUIREMENT	4
CLIENT COUNSELLING	4
ELIGIBILITY CRITERIA	4
INCOME VERIFICATION	7
PRIORITIZATION OF APPLICANTS AND CLIENT SELECTION	7
CLIENT APPROVAL	7
TECHNICAL REQUIREMENT	8
TECHNICAL ASSISTANCE.....	8
ELIGIBLE PROJECT COSTS.....	8
MANDATORY INSPECTIONS	8
MAINTENANCE/MINOR REPAIRS CATEGORIES	9
REPAIR STANDARDS	9
BUSINESS INCENTIVE POLICY	9
NORTHERN MANUFACTURED PRODUCTS	10
PROGRAM AGREEMENT	10
LOAN SECURITY	10
SIGNATURES	10
FORGIVENESS	10
PRINCIPAL RESIDENCE AND ACCEPTABLE USE	11
PROGRAM ADMINISTRATION	11
SELLING OF THE HOME	11
DEFAULT	11
FAMILY/MARITAL SEPARATION.....	11
ESTATE AFTER CLIENT’S DEATH (Market Communities).....	11
ESTATE AFTER CLIENT’S DEATH (Non-Market Communities)	12



PROGRAM STRUCTURE

OBJECTIVE

The Preventative Maintenance Program enables existing homeowners to complete preventative maintenance checks and make minor servicing or repairs to ensure a safe and healthy residence and to increase the useful economic life of their home.

FORM OF ASSISTANCE

Clients receive assistance in the form of a forgivable loan to subsidize the cost of preventative maintenance checks and minor servicing and repairs for their existing home.

Assistance up to \$3,000 per fiscal year is available to the homeowner; the assistance includes freight.

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Northwest Territories Housing Corporation must operate within the parameters established under the *Financial Administration Act*.

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

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

Section 10 (j) The NWTHC 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 Preventative Maintenance 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 Preventative Maintenance Program is required as a part of the annual program delivery process.

DELIVERY PROCEDURES

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

HC-IMS

Housing Corporation Information Management System (HC-IMS) contains copies of all the required forms and agreements required to effectively deliver the Preventative Maintenance Program.

DELIVERY AGENT

The NWTTC 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 I**).

CLIENT SELECTION

APPLICATION REQUIREMENT

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

Preventative Maintenance Program will be offered on a year-round basis to all communities.

Applications taken within an annual delivery cycle are assigned to a fiscal year and are only valid for that delivery period. Applications cannot be held over for future delivery cycles.

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 Preventative Maintenance 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, with one continuous year in the community of application prior to approval.

The applicant(s) must have owned and lived in the home for a minimum of a one-year period before applying for the program.

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 the NWT HC 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:

- Fee Simple Title; or,
- Land Lease; or,
- Band Council Resolution (BCR); or,
- Permission to occupy letter; or,
- Other documentation that proves 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 Ratio (GDS) (32%) and Total Debt Service (TDS) (42%) ratios are not required for the program, applications may be declined in situations where the applicant(s) are facing the loss of their home



(i.e. tax sales, foreclosures or potential loss where legal action has not yet started).

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

NWTCH Employees

The eligibility criteria apply to NWTCH 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. Head Office's Infrastructure Services Section will be responsible for completing or reviewing the technical inspections.

NEW HOME PROGRAM CLIENTS

New Home Program will be eligible to apply for the Preventative Maintenance Program. The eligibility criteria apply to these clients in the same way as other applicants. The land tenure for these applicants, will be issued by the NWTCH.

Assistance:

Previous Assistance

Applicants who have received previous assistance from any NWTCH programs and have met the current eligibility criteria may be eligible for additional assistance through the Preventative Maintenance Program.



Applicants receiving assistance through the PATH program are not eligible for Preventative Maintenance Program assistance until they have earned one (1) year of PATH forgiveness.

Current Assistance

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

Future Assistance

The annual limit is \$3,000, but more than one Preventative Maintenance Program could be provided in the same fiscal year as long as the total assistance does not exceed \$3,000.

Organizations

As the NWTCH programs are geared to homeownership clients, profit or non-profit organizations/businesses are **not** eligible.

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 NWTCH *Verification of Income (VOI) Policies & Procedures*.

PRIORITIZATION OF APPLICANTS AND CLIENT SELECTION

Applicants applying for Preventative Maintenance Program are not subject to prioritization under the Priority Allocation Selection System (PASS).

CLIENT APPROVAL

Within 60 days of the application date, clients selected for participation in the Preventative Maintenance Program must be given an Approval Letter signed by the District Director.

The letter must state the amount of assistance the client is eligible to receive, as well as basic instructions regarding the next steps that will be taken by the NWTCH.



A copy of the final Scope of Work must be discussed, and a copy provided to the client before any of the work begins.

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

TECHNICAL REQUIREMENT

TECHNICAL ASSISTANCE

The NWTCH District Technical Advisors will be responsible for coordinating the maintenance and minor 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 Preventative Maintenance Program.

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

ELIGIBLE PROJECT COSTS

Eligible costs include:

- The cost of materials, freight, labour, building permits, inspections, certificates, drawings, specifications, legal fees and any applicable taxes.

No expenses (including labour and material purchased) incurred prior to program approval are eligible.

MANDATORY INSPECTIONS

The Contractor will certify completion of the Preventative Maintenance Program by signing the Preventative Maintenance Checklist and providing a copy to the Technical Staff.

The client should be provided the opportunity to accompany the Contractor for the final inspection and sign the Preventative Maintenance Checklist.



MAINTENANCE/MINOR REPAIRS CATEGORIES

Annual Preventative Maintenance of the following categories:

- Forced Air Heating Systems;
- Heating Systems;
- Chimneys (metal and wood burning);
- Hot Water Heating Systems;
- Domestic Hot Water Heater;
- Water Tanks;
- Sewage Holding Tanks;
- Plumbing;
- Electrical System;
- Fire Extinguishers;
- Smoke & Carbon Monoxide Detectors; and/or,
- Freeze Protection Systems.

Cosmetic repairs are considered **ineligible**.

Repairs undertaken prior to HC-IMS approval of the program are also ineligible for assistance.

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 NWTTC 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 B – 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.iti.gov.nt.ca/en/services/business-incentive-policy>



NORTHERN MANUFACTURED PRODUCTS

The requirement to use Northern Manufactured Products is within the BIP and applies. See the following website:

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

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to the NWTTC.

Program Agreement

The client is required to sign two (2) copies of the Preventative Maintenance 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 (Schedule A) 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 and Promissory Note must match those names on the Lease, Fee Simple Title, Band Council Resolution (BCR) documents, Permission to Occupy letters or other ownership documents deemed acceptable by the NWTTC.

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 HC-IMS.



PRINCIPAL RESIDENCE AND ACCEPTABLE USE

The client(s) must maintain the home as their permanent, 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 the NWT HC.

PROGRAM ADMINISTRATION

SELLING OF THE 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 the NWT HC.

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 loan agreement, the NWT HC requires that both partners receive independent legal advice and provided 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. The NWT HC 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 the NWTHC.

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. The NWTHC 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 the NWTHC's Loan Assumption and Amendment Policy.



Mobility Modifications Program Policy – Table of Contents

PROGRAM STRUCTURE	3
OBJECTIVE.....	3
FORM OF ASSISTANCE	3
ENABLING LEGISLATION.....	3
POLICY ADHERENCE.....	4
POLICY CHANGES	4
PUBLIC PROMOTION.....	4
DELIVERY PROCEDURES	4
HC-IMS.....	4
DELIVERY AGENT.....	5
RESTRICTED DWELLINGS	5
CLIENT SELECTION	5
APPLICATION REQUIREMENT.....	5
CLIENT COUNSELLING.....	6
DISABLED CITIZEN DEFINITION	6
ELIGIBILITY CRITERIA.....	7
INCOME VERIFICATION	10
PRIORITIZATION OF ELIGIBLE APPLICANTS AND CLIENT SELECTION.....	10
ALL RISK PROPERTY INSURANCE	10
LIFE AND DISABILITY INSURANCE	11
CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS.....	11
FINAL CLIENT APPROVAL	11
TECHNICAL REQUIREMENT	11
UNIT CONDITION RATING/TECHNICAL REPORT	11
TECHNICAL ASSISTANCE	12
ELIGIBLE PROJECT COSTS	12
ACCESS AND MODIFICATION CATEGORIES	12
BEYOND ECONOMIC REPAIR.....	13
MANDATORY INSPECTIONS.....	13
REPAIR STANDARDS	14
BUSINESS INCENTIVE POLICY.....	14
NORTHERN MANUFACTURED PRODUCTS.....	14
PROGRAM AGREEMENT	14
LOAN SECURITY	14
The client must provide loan security that is acceptable to the NWTHC.	14
SIGNATURES.....	15
FORGIVENESS	16
PRINCIPAL RESIDENCE AND ACCEPTABLE USE	17
MOVE-IN.....	18



Mobility Modifications Program Policy – Table of Contents

PROGRAM ADMINISTRATION	18
MORTGAGE POSTPONEMENT	18
SELLING OF HOME	19
DEFAULT	19
FAMILY/MARITAL SEPARATION	19
ESTATE AFTER CLIENT’S DEATH (Market Communities)	19
ESTATE AFTER CLIENT’S DEATH (Non-Market Communities)	20



PROGRAM STRUCTURE

OBJECTIVE

The Mobility Modifications Program provides assistance to existing homeowners with a household member with a disability, to support modifications that will promote continued independent living.

FORM OF ASSISTANCE

The NWTCHC will fund modifications required to improve the accessibility of dwellings for persons with disabilities. The assistance is limited to the cost of the accessibility modifications and shall not exceed the maximum assistance available under the Mobility Modifications Program. The modifications shall be related to the disabled occupant's disability. A letter/medical certificate from a qualified practitioner such as medical doctors, optometrists, audiologists, occupational therapists, physiotherapists and speech language pathologists must be provided to confirm the disability.

Clients receive assistance in the form of forgivable loans to subsidize the cost of modifications related to their disability.

The forgiveness period is dependent on the amount of assistance being provided.

Assistance up to \$50,000 excluding freight and Contractor accommodation/airfare costs is available.

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Northwest Territories Housing Corporation must operate within the parameters established under the *Financial Administration Act*.

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



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

Section 10 (j) The NWTTC 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 Mobility Modifications 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 Mobility Modifications Program is required as a part of the program delivery process.

DELIVERY PROCEDURES

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

HC-IMS

The approved forms and agreements required to deliver the Mobility Modifications Program are contained in the Housing Corporation Information Management System (HC-IMS) and



must be used when collecting and recording applicant/client information.

DELIVERY AGENT

The NWTTC 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 C**).

CLIENT SELECTION

APPLICATION REQUIREMENT

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

The maximum number of mortgagors or borrowers per application is two persons. The use of co-signers or guarantors is not allowed.

Applications taken within an annual delivery cycle are assigned to a fiscal year and are only valid for that delivery period. Applications cannot be held over for future delivery cycles. The use of waiting lists by District Offices or the designated agent is not permitted.



CLIENT COUNSELLING

Client counselling is required at all stages during the homeownership application process. It is necessary to provide applicants with relevant information regarding eligibility criteria, assistance levels, eligible project costs, loan security, the Mobility Modifications Program Agreement and including a requirement for home maintenance and continued placement of all risk property insurance.

DISABLED CITIZEN DEFINITION

A person is considered disabled if one or more of the following categories apply to the individual:

- Physical Disability: Involves a significant loss of mobility, agility, strength, flexibility or coordination, such as Cerebral Palsy, Polio or MS.
- Sensory Disability: Involves the senses, and includes blindness or significant vision loss, deafness or significant hearing loss, the inability to speak, and a lack of balance from disorders such as Vertigo or Meniere's disease.
- Cognitive Disability: Usually a degenerative condition that affects the brain's ability to process information. It is not present from birth. Cognitive disabilities may include brain injuries or strokes.
- Intellectual Disability: Affects the rate at which a person develops, learns and/or remembers. This disability is usually present from birth. People with intellectual disabilities may have Down's syndrome, traumatic brain injury, fetal alcohol syndrome, drug related birth defects or other undefined disabilities.
- Learning Disability: Affects the way people with average or above average intelligence take in, process or express information. Learning disabilities are permanent, range from mild to severe, and encompass a group of disorders. Common learning disabilities include problems with memory, attention, reading, writing, arithmetic, reasoning, social skills, emotional maturity and coordination.



ELIGIBILITY CRITERIA

Assistance is available 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. In cases where applicants are married or living in a common law relationship, it is acceptable if only one partner meets the residency requirement.

The applicant(s) must have owned and lived in the home for a minimum of a one (1) year period before applying for the program.

At least one household member must be disabled.

Income:

The applicant(s) income must be below the Core Need Income Threshold (CNIT) for their community as outlined in the Core Need Income Threshold 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.

Arrears:

Applicants cannot have rental arrears with a local housing organization or mortgage arrears with the NWTTC.

Existing mortgage clients who have signed the Revised Mortgage Repayment Plan (RMPP) or a repayment plan with the local housing organization for their rental arrears, are eligible to apply for the Mobility modifications Program after six (6) consecutive months of successful payments. If these clients have not adhered to the repayment plan, they will not be eligible to receive assistance.

Applicants who currently reside in the market communities (Zone A) of Fort Smith, Hay River, Fort Simpson, Yellowknife, Norman Wells and Inuvik and hold land tenure in the Northwest Territories are ineligible to receive assistance if they have any arrears associated with the land, lease or property taxes.



Land tenure:

For Zone A communities, the applicants must own their home (possess Fee Simple Title), hold a long-term lease, or a Band Council Resolution (BCR).

For Zone B and C communities, the applicants must provide proof of ownership of their residence. This ensures that the NWT HC has the appropriated authorization to arrange for work to be done on the home. This also provides proof that the homeowners meet the residency requirement 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 from the appropriate land claimant group

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.

Scope of Work

Once it has been determined that the applicants have met the eligibility criteria, Programs staff will advise the District Technical staff to complete the Scope of Work and Estimate form (**Appendix D**) and provide an estimated cost of repairs. The Scope of work must be completed with the assistance of the Occupational Therapist.

Credit Worthiness

Although a good credit rating or acceptable Gross Debt Service Ratio (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 NWTCH 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.

NWTCH Employees:

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

Assistance

Previous Assistance:

Applicants who have received previous assistance from any NWTCH programs and have met the current eligibility criteria may be eligible for additional assistance.

Applicants receiving assistance through the Home Purchase Program may be eligible for Mobility Modifications Program assistance.

Future Assistance:

Clients who receive assistance through the Mobility Modifications Program will not be eligible to receive additional assistance through the Mobility Modifications Program until the loan is completely forgiven. Once the loan is completely forgiven, the client may be eligible to receive additional assistance and may apply again.

Organizations

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

PRIORITIZATION OF ELIGIBLE APPLICANTS AND CLIENT SELECTION

Only Applicants who have met the eligibility criteria are to undergo prioritization.

The annual Mobility Modifications Program allocation is limited and based upon available funding. Therefore, not all eligible applicants may be chosen for the program. Clients are selected according to level of need using the NWTCHC Priority Allocation and Selection System (PASS). The use of the PASS is mandatory for the Mobility Modifications Program.

Assistance must be allocated in a manner whereby applicants with higher PASS scores receive assistance before those applicants with lower scores. Where two (2) or more applicants receive the same PASS score and due to budget limitations, the NWTCHC is unable to approve assistance to all applicants with the same score, the Tiebreaker System is to be applied. (*See MOBILITY Modifications Program Procedures for more details.*)

Allocation of assistance is program specific; applicants applying for the Mobility Modifications Program are not to be compared with applicants applying for other programs when determining priority.

ALL RISK PROPERTY INSURANCE

In Zone A communities, the client is required to carry all risk property insurance for the duration of the forgiveness period for an amount of not less than the replacement cost of the home that is being renovated.

The insurance policy must name the NWTCHC as a loss payee.



LIFE AND DISABILITY INSURANCE

In Zone A communities, all clients are encouraged to obtain mortgage, life, and disability insurance through their insurance company or financial institution naming the NWTCH as loss payee in accordance with the priority of the mortgage.

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS

Within 60 days of the application date, clients who have met the eligibility criteria (residency, household income, arrears, land tenure, previous program assistance, unit condition rating, insurance requirements and medical letter) must be given a Conditional Approval letter signed by the District Director.

The letter must state that the final decision will be made at the time that all Mobility Modifications Program applications for the fiscal year are complete and are prioritized using Priority Allocation & Selection System (PASS).

FINAL CLIENT APPROVAL

Clients selected for participation in the Mobility Modifications Program must be given an Approval Letter signed by the District Director.

The letter must confirm the nature of the housing related disability and 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 the NWTCH and the client.

The final Scope of Work must be discussed and acknowledged by the client before any of the work begins.

TECHNICAL REQUIREMENT

UNIT CONDITION RATING/TECHNICAL REPORT

Before any eligible applicant is prioritized under Mobility Modifications Program, the NWTCH District Office Technical Staff must complete a Condition Rating/Technical Report on the applicant's home.



The NWT HC Technical staff must consult with a qualified medical practitioner to identify the modifications required to accommodate the person's housing related disability.

TECHNICAL ASSISTANCE

The NWT HC will be responsible for coordinating repair projects, including the Scope of Work and inspections (excluding inspections that are the responsibility of other regulatory agencies) for work that is to be completed under the Mobility Modifications Program.

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

ELIGIBLE PROJECT COSTS

Eligible costs include:

- The cost of materials, labour, building permits, inspections, certificates, drawings, specifications, legal fees and any applicable taxes;
- Only modifications related to the occupant's disability will be considered; and,
- The NWT HC will be responsible for the freight costs as well as Contractor accommodation/airfare expenses.

No expenses (including labour and material purchased) incurred prior to program approval are eligible.

If the client requires bank financing to complete the repair project, the financial institution will determine if an appraisal is required. The client or the financial institution will be responsible for these appraisal costs.

ACCESS AND MODIFICATION CATEGORIES

A home that requires accessibility modifications as determined by the medical staff:

- Modifications must be related to the household member's disability; and,



- Housing modifications must be permanent and fixed to the home.

Low Priority Modifications:

- Grab Bars;
- Handrails in hallways/stairs;
- Automatic/easy to open doors (lever handles)

Medium Priority Modifications:

- Widen doorways

High Priority Modifications:

- Ramp/ground floor access;
- Walk-in shower/bath;
- Lower bathroom/kitchen counters.

Cosmetic repairs are considered **ineligible** unless they are required as a result of completing the necessary repairs listed above.

Household modification requests for additional space or additions to accommodate such items as medical/exercise equipment is also considered an ineligible expense.

BEYOND ECONOMIC REPAIR

Homes requiring repairs and modifications, but where the repairs or modifications cannot address all the health and safety minimum requirements must be referred to Programs and District Operations Division in Head Office.

MANDATORY INSPECTIONS

In addition to the initial Condition Rating/Technical Report and Medical Certificate/letter, mandatory inspections at different stages of renovation must also be completed by the NWT HC District Office staff as per the *Technical Guidelines*.

The client and medical practitioner should be provided the opportunity to accompany the Technical Advisor for the final inspection and sign the Final Certificate of Completion.



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

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 NWTTC 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 B – 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 within the BIP and applies. See the following website:

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

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to the NWTTC.

Program Agreement:

The client is required to sign three (3) copies of the CARE Mobility Agreement. The agreements must be signed by all parties prior to any funds being advanced or the start of the project.



The Scope of Work, also known as Schedule B, will be attached to the Agreement.

Security with Land Tenure:

The loan is to be secured through mortgage registration. For mortgages, the land on which the home is located must be unencumbered or represent adequate security for the total amount of the loan. The following forms of security are acceptable:

Fee Simple Titled Land - Where land is owned, the loan is secured by a mortgage. The mortgage is registered at Land Titles Office against the property until the loan is fully forgiven.

Leased Land - Where the land is leased from a government agency, the loan is secured by a mortgage of lease. The mortgage is registered at either Land Titles or at the government agency issuing the lease. The term of the lease must extend to a minimum five years beyond the loan period.

Indian Affairs Branch (IAB) Land – Federal lands reserved for the use of the local band and administered by the Federal Lands Administration Office.

In the cases where a mortgage is the required security, either a solicitor or the Lands Section of the NWT HC must be used during the registration process.

Security without Land Tenure:

In cases where land tenure cannot be secured, (due to no fault of the applicants) a Permission to Occupy letter must be obtained.

Existing homeowners, situated on Band Land where the Band will not permit transfer of IAB land to leasehold or fee simple title, are required to obtain a standard Band Council Resolution (BCR).

The Program Agreement and a promissory Note (Schedule A) will be taken as security.

SIGNATURES

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

The names on all mortgage, promissory note (Schedule A) and program agreement documents must match those names on the Lease, Fee Simple Title, BCR documents or Permission to Occupy letter.



In situations where clients are married or living common law, the NWTTC considers the assistance to be given jointly to the client and his/her partner. If the land documentation is only in one person's name, the application will be in that person's name, with the spouse listed on the application as an occupant. The Programs Advisor will provide the appropriate counselling to the applicant.

FORGIVENESS

Assistance is provided in the form of a loan which includes provisions where clients can earn forgiveness over a maximum period of five (5) years.

The forgiveness period starts from either the certified construction completion date or date of occupancy of the home whichever is last, this date will then be known as the anniversary date

The forgiveness period varies with the amount of assistance being provided and is only available to clients in good standing.

If a client sells their home during the year or is in default, the preceding anniversary date is used to determine loan forgiveness entitlement. Pro-rating of forgiveness is not permitted.

Depending on the project cost, clients earn forgiveness equaling one year per \$10,000.

For all communities:

- ❖ Loans of up to **\$10,000** will be forgiven in one year (1); (one year from the anniversary date;
- ❖ Loans of **\$10,001 to \$20,000** will be forgiven two (2) years from the anniversary date;
- ❖ Loans of **\$20,001 to \$30,000** will be forgiven three (3) years from the anniversary date;
- ❖ Loans of **\$30,001 to \$40,000** will be forgiven (4) years from the anniversary date;
- ❖ Loans of **\$40,001 to \$50,000** will be forgiven five (5) years from the anniversary date;



For example:

- ❖ Loans of up to **\$10,000** will be forgiven at the end of the fiscal year;
- ❖ Loan of **\$23,000** will be forgiven three (3) years from the anniversary date;
- ❖ Loan of **\$47,000** will be forgiven five (5) years from the anniversary date.

The disabled person must reside in the home during the forgiveness period. (Exceptions are noted below.)

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 and mortgage.

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

If the client(s) are married or living in a common law relationship, only one of the partners is required to reside in the home full time in order to maintain the home as a principal residence.

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 the NWT HC.

There are three exceptions to the Principal Residence Policy. These exceptions can be approved by the District Director on a case-by-case basis:

- Education leave up to four (4) years;
- Temporary out of town job placement, up to one (1) year; or,
- Extended medical treatment or hospitalization up to four (4) years.

Any requests to waive the principal residency requirement must be made in writing by the client. The request must include supporting documentation that is acceptable to the NWT HC.



A request for Education Leave or Job Placement waiver can only be approved once during the loan period. The District Director can approve the request for the exemption; the approval must be in writing with a copy of the letter sent to Program & District Operations Division in Head Office. During the waived period of residency, the client is still responsible to ensure that the property is winterized, properly maintained and secured from other damages.

Renting out the unit during an approved leave is permitted; however, the forgivable loan is converted to a monthly payable loan. The amortization period is determined by using the remaining time of the original forgivable loan. No interest charges will be added to the repayable loan. The client must submit a series of post-dated cheques to the District Office for the duration of the waived residency or register for automatic debit.

MOVE-IN

In cases where a Client must vacate the home to allow the modifications to be completed, the Client is responsible for finding alternate accommodations and for any costs related to the move. **This must be clearly communicated to the client, preferably in writing.** A Client can **only** move back in when the Certificate of Interim or Final Completion is issued, and all necessary documents have been signed.

Prior to completion of the modifications, the NWT HC or its delivery agent must also counsel the client(s) on the details of the loan agreement, mortgage terms & conditions, insurance requirements and all other homeowner responsibilities.

PROGRAM ADMINISTRATION

MORTGAGE POSTPONEMENT

The Finance and Administration Division in the NWT HC's Head Office is responsible for approving all mortgage postponements in accordance with the Postponement Policy.

In cases where the NWT HC holds a mortgage as security, a postponement is not granted for a period of five (5) years from the anniversary date of the loan forgiveness period. As the maximum term of the loan is five (5) years, no postponement will be granted.



Where the NWTCHC holds a promissory note as loan security, the policies covering mortgage postponements do not apply.

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 the NWTCHC.

Portability of Loan

The loan cannot be reassigned to another home.

DEFAULT

A client is considered to be in default for failing to comply with the terms of the first or second mortgage, 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, the NWTCHC 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. The NWTCHC 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 the NWTHC.

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. The NWTHC 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 the NWTHC's Loan Assumption and Amendment Policy.



PROGRAM STRUCTURE 2

FORM OF ASSISTANCE 2

ENABLING LEGISLATION 2

POLICY ADHERENCE..... 3

POLICY CHANGES..... 3

PUBLIC PROMOTION 3

DELIVERY PROCEDURES..... 3

DELIVERY AGENT 3

ELIGIBLE COMMUNITIES..... 3

INELIGIBLE COMMUNITIES..... 4

HC-IMS..... 4

CLIENT SELECTION 4

APPLICATION REQUIREMENT 4

CLIENT COUNSELLING 4

ELIGIBILITY CRITERIA 5

INCOME VERIFICATION 6

AVAILABLE UNITS..... 7

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION..... 7

CLIENT APPROVAL 7

PROGRAM AGREEMENT 7

LOAN SECURITY 7

PRINCIPAL RESIDENCE AND ACCEPTABLE USE 8

UTILITIES 8

INSURANCE..... 9

MAINTENANCE 9

SIGNATURES 9

FORGIVENESS 9

PROGRAM ADMINISTRATION..... 10

SELLING OF THE HOME 10

DEFAULT 10

FAMILY/MARITAL SEPARATION..... 10

ADMINISTRATION AFTER CLIENT’S DEATH..... 10



PROGRAM STRUCTURE

OBJECTIVE

The Homeownership Initiative supports the NWTHC's objective of increasing private homeownership in rural and remote communities where there are families with enough income to own and operate their own home through:

The existing homeownership rental portfolio will be converted to homeownership units for eligible tenants who wish to become homeowners.

The NWTHC will provide eligible public housing tenants in detached units the opportunity to purchase their units to become homeowners if they have sufficient income to pay for the operating and maintenance costs.

FORM OF ASSISTANCE

Clients enter into a forgivable loan agreement with the NWTHC that facilitates the transition to homeownership.

Home Value of \$250,000 or less – three (3) year loan agreement
Home Value of \$250,001 - \$500,000 – five (5) year loan agreement

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Corporation must operate within the parameters established under the *Financial Administration Act*.

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

Section 10 (a) The NWTHC may "acquire, hold, lease, sell or otherwise dispose of real or personal property;



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

Section 10 (j) The NWTTC 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 Homeownership Initiative are the governing rules that must be adhered to when providing assistance. 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 & District Operations Division in Head Office. The NWTTC President and CEO must sign and approve any changes before taking effect.

PUBLIC PROMOTION

Public notification and promotion of the Homeownership Initiative is required as a part of the program delivery process.

DELIVERY PROCEDURES

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

DELIVERY AGENT

The NWTTC is the delivery agent.

ELIGIBLE COMMUNITIES

The Homeownership Initiative is available in select rural and remote communities in the NWT where land tenure is securable.



Tenants must be in good standing with sufficient and consistent income to be independent homeowners.

INELIGIBLE COMMUNITIES

The Homeownership Initiative is **not** available in the Zone A communities of Hay River, Fort Smith, Fort Simpson, Norman Wells, Inuvik and Yellowknife.

Tenants who want to purchase their rental unit are encouraged to contact their District Office.

HC-IMS

The approved forms and agreements required to deliver the Homeownership Initiative are contained in the Housing Corporation Information Management System (HC-IMS) and must be used when collecting and recording applicant/client information.

CLIENT SELECTION

APPLICATION REQUIREMENT

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

CLIENT COUNSELLING

Client counselling is required at all stages during the application process. In addition to the education components provided through the Solutions To Educate People (STEP) Program, it is necessary to provide applicants with relevant information regarding eligibility criteria, details of the program, Homeownership Initiative Agreement and the responsibilities associated with being a client and a homeowner.



ELIGIBILITY CRITERIA

Applicants cannot own an existing home.

Age:

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

Residency:

The applicants must have lived in their HELP unit or Public Housing unit for a minimum of three (3) years, prior to approval for this Initiative.

Income:

Applicants must have consistent and steady income that meets the NWTCH's minimum income level required to pay shelter costs and nominal monthly rent.

Applicants whose primary source of income is issued under the *Social Assistance Act* (Income Assistance payments) are **ineligible**.

Applicants must be able to pay for all NWTCH approved shelter costs, without spending more than 32% of their gross household income and no more than 42% of their gross household income on shelter costs and other debts.

Applicants must be able to set up utility accounts in their name.

Income for entry into the program is only assessed during the eligibility determination phase of the program. Changes in income during the lease only have impact or consequences on the provisions of the forgivable loan agreement in terms of the tenant meeting or breaching them.

Arrears

Applicants who have rental arrears with the NWTCH or LHO are not eligible.

Training:

Applicants must successfully complete the pre-requisite courses offered through the STEP Program before entering into the forgivable loan agreement.

In cases where applicants are married or living in a common-law relationship, both partners must fulfill this requirement.



Credit Worthiness

The NWTHC utilizes the reports to determine the level of risk in the household in its ability to achieve success in the program by meeting their monthly debt obligations.

Credit reports are required from one credit reporting agency for each applicant and co-applicant applying for assistance.

The NWTHC measures the level of risk through use of both the Gross Debt Service (GDS) ratio and Total Debt Service (TDS) ratio. As per the NWTHC's definition of these ratios, an applicant(s) must have a GDS ratio of less than 32% and a TDS ratio of less than 42%.

Verification of Information

All information on applications is verified for accuracy. Applications are immediately declined if verification does not confirm the information provided by the applicant(s) was truthful.

Previous Assistance

Applicants who have received previous homeownership program assistance will not be eligible to enter the program until the previous program assistance has been forgiven for ten years. This includes clients who have withdrawn from an NWTHC program, and/or returned a home to the NWTHC through a quit-claim process, where they received assistance to acquire or build a home. In those cases, they will not be eligible for the program for ten years from their original date they leave the program.

Future Assistance

Clients may be eligible for the NWTHC's repair programs once they have signed the forgivable loan agreement.

Organizations

As the NWTHC's 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 and co-applicant will be verified. The incomes are verified by using the NWTCH Verification of Income (VOI) Policies & Procedures.

AVAILABLE UNITS

Detached Homeownership Rental and Detached Public Housing units with securable land tenure in select rural and remote locations.

- The NWTCH will utilize its valuation process to determine the value of the home.

The NWTCH will ensure the unit is in good condition, including minor health & safety renovations prior to the start of the lease.

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION

The Priority Allocation Selection System (PASS) will not be applicable.

CLIENT APPROVAL

Clients selected for participation in the program must be given an Approval Letter signed by the District Director.

The Approval Letter must state the:

- All four (4) STEP courses have been completed;
- Legal description or street address of the unit;
- Requirement that all utilities be transferred from the Corporation into the clients' name;
- Requirement to enter into a program forgivable loan agreement;
- Requirement to sign a mortgage.

PROGRAM AGREEMENT

LOAN SECURITY

Program Agreement

Clients is required to sign three (3) copies of the Homeownership Initiative Agreement.



Security

The forgivable loan is to be secured through mortgage registration. The land on which the unit is located must be unencumbered or represent adequate security for the total amount of the loan. The following forms of security are acceptable:

- Fee Simple Titled Land – the mortgage is registered at Land Titles against the property until the loan is fully forgiven.
- Leased land – where the land is leased from a government agency, the loan is secured by a mortgage of lease. The mortgage is registered at the government agency issuing the lease. The term of the lease must extend to a minimum five years beyond the loan period.

Adherence to all the provisions in the Program Agreement will result in the client earning forgiveness of the loan.

PRINCIPAL RESIDENCE AND ACCEPTABLE USE

Clients must maintain the house as their principal and sole residence at all times during the loan period.

Units are not intended for seasonal use and cannot be used as a means to generate revenue (rental property). Operation of a business from the unit requires approval from the District Director.

As this program is meant for individuals/families with stable employment, no short or long-term leave for education or out town jobs, will be approved during the loan period. Situations such as extended medical treatment or hospitalization that may impact the family's ability to meet this covenant should be referred to PDO for consideration.

UTILITIES

Utility costs include power, water & sewage, home heating fuel, garbage accounts will be the client's obligation to pay. The client is responsible for all deposits and payments required by any of their service provider(s) including telephone, internet, and any television services are also the client's responsibility.



INSURANCE

The client is required to carry all risk property insurance for the duration of the forgiveness period for an amount of not less than the replacement cost of the home that is being purchased. The insurance policy must name the NWTTC as a loss payee.

MAINTENANCE

Clients are responsible for completing basic maintenance on the unit as well as all the costs associated with this work. (*See Procedures for details*).

Any repairs required because of client or visitor damage, accidental or not, are paid by the client.

Clients have access to maintenance and repair supplies through a local housing office at cost.

The NWTTC repair programs will be available to eligible clients for the yearly maintenance and other repairs as required.

SIGNATURES

The clients receiving assistance must sign all required documentation.

FORGIVENESS

Assistance is provided in the form of a loan which includes provisions where clients earn forgiveness over a 3 to 5 year period.

The forgiveness period starts when the loan agreement is signed.

No equity will be earned until the term of the loan agreement is completed.



PROGRAM ADMINISTRATION

SELLING OF THE 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 the NWTTC.

DEFAULT

Clients who fail to adhere to the provisions of their Program Agreement and/or lease will be in default of the Program Agreement. Loan forgiveness ceases from the day of default and the outstanding loan becomes due and payable.

FAMILY/MARITAL SEPARATION

In cases where a family or marital separation affects the state of the lease, the clients should be directed to seek legal advice prior to requesting any change in lease. This ensures that each client has been properly informed of their rights and obligations. Proper documentation including the legal form of separation is also required.

ADMINISTRATION AFTER CLIENT'S DEATH

In the case where the loan was given to only one person, upon the death of the single client, the loan balance becomes due and payable. The NWTTC retains its interest in the property.

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 the NWTTC.

In cases where both partners die during the term of the mortgage, the outstanding balance is due and payable from the estate. The NWTTC 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 the NWTCH's **Loan Assumption and Amendment Policy.**



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PROGRAM STRUCTURE	3
OBJECTIVE	3
FORM OF ASSISTANCE	3
ENABLING LEGISLATION	3
POLICY ADHERENCE.....	4
POLICY CHANGES.....	4
PUBLIC PROMOTION	4
DELIVERY PROCEDURES.....	4
HC-IMS.....	5
DELIVERY AGENT	5
RESTRICTED DWELLINGS.....	5
CLIENT SELECTION	5
APPLICATION REQUIREMENT	5
CLIENT COUNSELLING	6
ELIGIBIITY CRITERIA	6
INCOME VERIFICATION	9
PRIORITIZATION OF ELIGIBLE APPLICANTS & CLIENT SELECTION.....	9
ALL RISK PROPERTY INSURANCE.....	10
LIFE AND DISABILITY INSURANCE	10
CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS.....	10
FINAL CLIENT APPROVAL.....	11
TECHNICAL REQUIREMENT	11
UNIT CONDITION RATING/TECHNICAL REPORT	11
TECHNICAL ASSISTANCE.....	11
ELIGIBLE PROJECT COSTS.....	12
HEALTH AND SAFETY REPAIRS.....	12
BEYOND ECONOMIC REPAIR	13
MANDATORY INSPECTIONS	13
REPAIR STANDARDS	13
BUSINESS INCENTIVE POLICY	14
NORTHERN MANUFACTURED PRODUCTS	14
PROGRAM AGREEMENT	14
LOAN SECURITY	14
SIGNATURES.....	15
FORGIVENESS	16



MOVE-IN	17
PRINCIPAL RESIDENCE AND ACCEPTABLE USE	17
PROGRAM ADMINISTRATION.....	18
MORTGAGE POSTPONEMENT	18
SELLING OF HOME	18
DEFAULT	19
FAMILY/MARITAL SEPARATION.....	19
ESTATE AFTER CLIENT’S DEATH (Market Communities).....	19
ESTATE AFTER CLIENT’S DEATH (Non-Market Communities)	20



PROGRAM STRUCTURE

OBJECTIVE

The Home Repair Program enables existing homeowners to make necessary health and safety related repairs to their existing homes to ensure a safe and healthy residence and to increase the useful economic life of their home.

FORM OF ASSISTANCE

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

Zone A: Assistance up to \$50,000, excluding freight and contractor accommodations/airfare costs is available for eligible seniors only.

Zones B & C: Assistance up to \$50,000 excluding freight and contractor accommodation/airfare costs is available to all eligible homeowners in these communities.

For applicants whose household income is over \$59,999, they will be required to co-pay 10% of the repair costs. The applicant's portion must be paid prior to the start of the repairs.

Household Income	Co-pay amount
\$0 - \$59,999	No co-pay
\$60,000 – CNIT	10% of the repair costs

ENABLING LEGISLATION

Northwest Territorial Financial Administration Act

The Northwest Territories Housing Corporation must operate within the parameters established under the *Financial Administration Act*.



Northwest Territories Housing Corporation (NWTCHC) Act (R.S.N.W.T. 1988, C.n-1)

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

Section 10 (j) The NWTCHC 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 Home 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 & 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 Home Repair Program is required as a part of the program delivery process.

DELIVERY PROCEDURES

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



HC-IMS

The approved forms and agreements required to deliver the Home Repair Program are contained in the Housing Corporation Information Management System (HC-IMS) and must be used when collecting and recording applicant/client information.

DELIVERY AGENT

The NWTTC 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; or
- Houseboats, recreational properties or cabins; or
- Properties located outside community boundaries (Appendix C).

CLIENT SELECTION

APPLICATION REQUIREMENT

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

The maximum number of mortgagors or borrowers per application is two persons. The use of co-signers or guarantors is not allowed.



Applications taken within an annual delivery cycle are assigned to a fiscal year and are only valid for that delivery period. Applications cannot be held over for future delivery cycles. The use of waiting lists by District Offices or the designated agent is not permitted.

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, loan security, the Home Repair Program Agreement and including a requirement for home maintenance and continued placement of all risk property insurance.

ELIGIBILITY CRITERIA

Assistance is available to all residents in Zone B & C communities in the NWT.

Assistance is available to seniors only in Zone A communities.

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, with one continuous year in the community of application prior to approval.

The applicant(s) must have owned and lived in the home for a minimum of a one (1) year period before applying for the program.

Income:

The applicant and co-applicant income must be below the Core Need Income Threshold (CNIT) for their community as outlined in the Core Need Income Threshold 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.



Arrears:

Applicants cannot have rental arrears with a local housing organization or mortgage arrears with the NWT HC.

Existing mortgage clients who have signed the Revised Mortgage Repayment Plan (RMPP) or a repayment plan with the local housing organization for their rental arrears, are eligible to apply for Home Repair Program after six (6) consecutive months of successful payments. If these clients have not adhered to the repayment agreement, they will not be eligible to receive assistance.

Applicants who currently reside in the market communities (Zone A) of Fort Smith, Hay River, Fort Simpson, Yellowknife, Norman Wells and Inuvik and hold land tenure in the Northwest Territories are ineligible to receive assistance if they have any arrears associated with the land, lease or property taxes.

Land Tenure:

For Zone A communities, the applicants must own their home (possess Fee Simple Title), hold a long-term lease, or a Band Council Resolution (BCR).

In Zones B and C, applicants must provide proof ownership of their residence. This ensures that the NWT HC 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.

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.

Scope of Work:

Once it has been determined that the applicant(s) have met the eligibility criteria, Programs staff will advise the Technical staff to complete the Scope of Work and to provide an estimated cost of repairs.



Training:

Applicants must complete the pre-requisite Home Maintenance Repair course offered through the STEP program before becoming eligible to receive assistance through the Home Repair Program. In cases where applicants are married or living in a common law relationship, both partners must fulfill this requirement. A certificate will be issued to applicants upon successful completion of the course.

For exemptions requests, please see Home Repair Program Procedures.

Credit Worthiness:

Although a good credit rating or acceptable Gross Debt Service Ratio (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 NWT HC 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.

NWTHC Employees

The eligibility criteria apply to NWTHC 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. Head Office's Infrastructure Services Section will be responsible for completing or reviewing the technical inspections.

Assistance

Previous Assistance:

Applicants who have received previous assistance from any NWTTC programs and have met the current eligibility criteria may be eligible for additional assistance through the Home Repair Program.

Applicants receiving assistance through the PATH program are not eligible for Home Repair Program assistance until they have earned one (1) year of PATH forgiveness.

Future Assistance:

Clients who receive assistance through the Home Repair Program will not be eligible to receive additional assistance through Home Repair Program until the loan has been fully forgiven. Once the loan is completely forgiven, the client may be eligible to receive additional assistance and may apply again.

Organizations

As the NWTTC 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 all applicant(s) will be verified. The incomes are verified by using the NWTTC *Verification of Income (VOI) Policies and Procedures*.

PRIORITIZATION OF ELIGIBLE APPLICANTS & CLIENT SELECTION

Only applicants who have met the eligibility criteria are to undergo prioritization.

The annual Home Repair Program allocation is limited and based upon available funding. Therefore, not all eligible applicants may



be chosen for the program. Clients are selected according to level of need using the NWTCHC Priority Allocation and Selection System (PASS). The use of the PASS is mandatory for the Home Repair Program.

Assistance must be allocated in a manner whereby applicants with higher PASS scores receive assistance before those applicants with lower scores. Where two (2) or more applicants receive the same PASS score and due to budget limitations, the NWTCHC is unable to approve assistance to all applicants with the same score, the Tiebreaker System is to be applied. (See Home Repair Program Procedures for more details.)

Allocation of assistance is program specific; applicants applying for the Home Repair Program are not to be compared with applicants applying for other programs when determining priority.

ALL RISK PROPERTY INSURANCE

In Zone A communities, the client is required to carry all risk property insurance for the duration of the forgiveness period for an amount of not less than the replacement cost of the home that is being renovated. Clients will be counselled on the benefits of obtaining insurance.

The insurance policy must name the NWTCHC as a loss payee.

LIFE AND DISABILITY INSURANCE

In Zone A communities all clients are encouraged to obtain mortgage, life, and disability insurance through their insurance company or financial institution naming the NWTCHC as loss payee in accordance with the priority of the mortgage.

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS

Within 60 days of the application date, clients who have met the eligibility criteria (age, residency, household income, STEP course, arrears, land tenure, previous programs, unit condition rating and insurance requirements) must be given a Conditional Approval letter signed by the District Director.



The letter must state that the final decision will be made at the time that all Home Repair Program applications for the fiscal year are complete and are prioritized using PASS.

Based on the estimate of the initial Scope of Work, the co-payment amount and the date the funds should be received must also be included in the letter. The client should be counselled that these funds must be received by the District Office prior to the start of the repair project.

FINAL CLIENT APPROVAL

Clients selected for participation in the Home Repair Program must be given an 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, confirmation that the co-payment amount has been received, as well as basic instructions regarding the next steps that will be taken by the NWTCH and the client.

The final Scope of Work must be discussed and agreed to and acknowledged by the client before any of the work begins.

TECHNICAL REQUIREMENT

UNIT CONDITION RATING/TECHNICAL REPORT

Before any eligible applicant is prioritized under the Home Repair Program, the NWTCH or a designated agent who has been duly appointed by the NWTCH, must complete a Condition Rating/Technical Report on the applicant's home.

TECHNICAL ASSISTANCE

The NWTCH will be responsible for coordinating repair projects, including the Scope of Work and inspections. Certain inspections under the Home Repair Program are the responsibility of other regulatory agencies. The NWTCH will assist the other regulatory agencies with scheduling and other activities that require mutual coordination. Scope of Work and Estimate form (**Appendix D**) must be used to complete the Scope of Work.



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

ELIGIBLE PROJECT COSTS

Based on available funding, homes will be brought up to a minimum standard as specified in the Home Repair Program Procedures, and as may be set forth in the latest edition of the National Building Code and any Canada Mortgage and Housing Corporation (CMHC) and NWT HC standards.

Eligible costs include:

- The cost of materials, labour, building permits, inspections, certificates, drawings, specifications, legal fees and any applicable taxes;
- Only Health and Safety issues identified in: Structural Soundness, Fire Safety, Electrical, Heating, Plumbing and Drainage systems and Environmental Factors (mould, hazardous materials); and,
- The NWT HC will be responsible for the freight and Contractor accommodation/airfare costs for Home Repair Program.

No expenses (including labour and material purchased) incurred prior to program approval are eligible.

Based on available funding, If the client requires bank financing to complete the repair project, the financial institution will determine if an appraisal is required. The client or the financial institution will be responsible for these appraisal costs.

HEALTH AND SAFETY REPAIRS

A home that requires health and safety repairs must be deficient in one of the following:

- Structural Soundness;
- Electrical System;
- Fire Safety;
- Heating System;



- Plumbing and Drainage System (supply and storage disposal); or
- Environmental Factors.

Only health and safety repairs will be considered under Home Repair Program.

BEYOND ECONOMIC REPAIR

Homes requiring repairs, but where the Technical Manager has determined that the repairs cannot address all the health and safety minimum requirements, must be referred to Programs and District Operations Division in Head Office.

MANDATORY INSPECTIONS

In addition to the initial Condition Rating/Technical Report, mandatory inspections at different stages of renovation must also be completed by the NWTCHC or its designated agent as per the *Technical Guidelines*.

The client is strongly advised to accompany the Technical Advisor for the final inspection and sign the Final Certificate of Completion.

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

REPAIR STANDARDS

Best efforts should be made to ensure that all repairs conform to the latest edition of the National Building Code and any Canada Mortgage and Housing Corporation (CMHC) and NWTCHC 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 B – 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 within the BIP and applies. See the following website:

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

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to the NWTTC.

Program Agreement

The client is required to sign three (3) copies of the Home Repair Program Agreement. The agreements must be signed by all parties prior to any funds being advanced or the start of the project.

The Scope of Work, also known as Schedule B, will be attached to the Agreement.

Security with Land Tenure

The loan is to be secured through mortgage registration. For mortgages, the land on which the home is located must be unencumbered or represent adequate security for the total amount of the loan. The following forms of security are acceptable:

1. **Fee Simple Titled Land** – Where land is owned, the loan is secured by a mortgage. The mortgage is registered at Land Titles Office against the property until the loan is fully forgiven.
2. **Leased Land** – Where the land is leased from a government agency, the loan is secured by a mortgage of lease. The mortgage is registered at either Land Titles or at the GNWT



Department of Lands. The term of the lease must extend to a minimum five years beyond the loan period.

3. **Indian Affairs Branch (IAB) Land** – Federal lands reserved for the use of the local band and administered by the Federal Lands Administration Office.

In the cases where a mortgage is the required security, either a Northwest Territories Licensed solicitor acting for the NWTHC or the Lands Section of the NWTHC must be used during the registration process.

Security Without Land Tenure

In cases where land tenure cannot be secured, (due to no fault of the applicants), a Permission to Occupy letter must be obtained.

Existing homeowners, situated on Band Land where the Band will not permit transfer of IAB land to leasehold or fee simple title, are required to obtain a standard Band Council Resolution (BCR).

The Program Agreement and a promissory note will be taken as security.

SIGNATURES

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

The names on all mortgage, promissory note and program agreement documents must match those names on the lease, Fee Simple Title or BCR documents or Permission to Occupy letter.

In situations where clients are married or living common law, the NWTHC considers the assistance to be given jointly to the client and his/her partner. If the land documentation is only in one persons' name, the application will be in that person's name, with the spouse listed on the application as an occupant. The Programs Advisor will provide the appropriate counselling to the applicant.



FORGIVENESS

Assistance is provided in the form of a loan which includes provisions where clients can earn forgiveness over a maximum period of five years.

The forgiveness period starts from either the certified construction completion date or date of occupancy of the home whichever is last, this date will then be known as the anniversary date.

The forgiveness period varies with the amount of assistance being provided and is only available to clients in good standing.

If a client sells their home during the year or is in default, the preceding anniversary date is used to determine loan forgiveness entitlement. Pro-rating of forgiveness is not permitted.

Depending on the project cost, clients earn forgiveness equaling one year per \$10,000.

For all communities:

- ❖ Loans of up to **\$10,000** will be forgiven in one year (one year from the anniversary date);
- ❖ Loans of **\$10,001 to \$20,000** will be forgiven two (2) years from the anniversary date;
- ❖ Loans of **\$20,001 to \$30,000** will be forgiven three (3) years from the anniversary date;
- ❖ Loans of **\$30,001 to \$40,000** will be forgiven (4) years from the anniversary date;
- ❖ Loans of **\$40,001 to \$50,000** will be forgiven five (5) years from the anniversary date

For example:

- ❖ Loan of **\$23,000** will be forgiven three (3) years from the anniversary date;
- ❖ Loan of **\$50,000** will be forgiven five (5) years from the anniversary date.



MOVE-IN

In cases where a Client must vacate the home to allow the repairs to be completed, the Client is responsible for finding alternate accommodations and for any costs related to the move. **This must be clearly communicated to the client, preferably in writing.** A Client can only move back in when the Certificate of Interim or Final Completion is approved and issued, and all necessary documents have been signed.

Prior to completion of the repairs, the NWT HC or its delivery agent must also counsel the client(s) on the details of the loan agreement, mortgage terms and conditions, insurance requirements and all other homeowner responsibilities with an emphasis on maintenance.

PRINCIPAL RESIDENCE AND ACCEPTABLE USE

The client(s) must maintain the home as their principal and sole residence at all times during the term of the forgivable loan.

The home cannot be for seasonal use or to generate revenue.

If the client(s) are married or living in a common law relationship, only one of the partners is required to reside in the home full time in order to maintain the home as a principal residence.

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 the NWT HC.

There are three exceptions to the Principal Residence Policy. These exceptions can be approved by the District Director on a case-by-case basis:

- ❖ Education leave up to four (4) years;
- ❖ Temporary out of town job placement, up to one (1) year; or,
- ❖ Extended medical treatment or hospitalization up to four (4) years.



Any requests to waive the principal residency requirement must be made in writing by the client. The request must include supporting documentation that is acceptable to the NWT HC.

A request for Education Leave or Job Placement waiver can only be approved once during the loan period. The District Director can approve the request for the exemption; the approval must be in writing with a copy of the letter sent to program and District Operations Division in Head Office. During the waived period of residency, the client is still responsible to ensure that the property is winterized, properly maintained and secured from other damages.

Renting out the unit during an approved leave is permitted; however, the forgivable loan is converted to a monthly payable loan. The amortization period is determined by using the remaining time of the original forgivable loan. No interest charges will be added to the repayable loan. The client must submit a series of post-dated cheques to the District office for the duration of the waived residency or register for automatic debit.

PROGRAM ADMINISTRATION

MORTGAGE POSTPONEMENT

The Finance and Administration Division in the NWT HC's Head Office is responsible for approving all mortgage postponements in accordance with the Postponement Policy.

In cases where the NWT HC holds a mortgage as security, a postponement is not granted for a period of five (5) years from the anniversary date of the loan forgiveness period. As the maximum term of the loan is five (5) years, no postponement will be granted.

Where the NWT HC holds a promissory note as loan security, the policies covering mortgage postponements do not apply.

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 the NWT HC.



Portability of Loan

The loan cannot be reassigned to another home.

DEFAULT

A client is considered to be in default for failing to comply with the terms of the first or second mortgage, 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, the NWTCH 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. The NWTCH 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 the NWTCH.

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. The NWTCH 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 the NWTCH's **Loan Assumption and Amendment Policy.**



PROGRAM STRUCTURE	2
OBJECTIVE	2
FORM OF ASSISTANCE	2
ENABLING LEGISLATION	3
POLICY ADHERENCE.....	3
POLICY CHANGES.....	3
PUBLIC PROMOTION	3
DELIVERY PROCEDURES.....	4
HC-IMS.....	4
DELIVERY AGENT	4
ELIGIBLE COMMUNITIES.....	4
CLIENT SELECTION	5
APPLICATION REQUIREMENT	5
CLIENT COUNSELLING	5
ELIGIBILITY CRITERIA	5
INCOME VERIFICATION	8
PRIORITIZATION OF APPLICANTS & CLIENT SELECTION.....	8
CLIENT APPROVAL	9
TECHNICAL REQUIREMENT	9
APPRAISALS AND SALE PRICE OF HOME	9
ELIGIBLE PROJECT COSTS.....	9
MANDATORY INSPECTIONS	10
PROGRAM AGREEMENT	10
LOAN SECURITY	10
SIGNATURES.....	11
FORGIVENESS	11
PRINCIPAL RESIDENCE AND ACCEPTABLE USE	12
FIRE INSURANCE	13
LIFE AND DISABILITY INSURANCE	13
MOVE-IN	13
PROGRAM ADMINISTRATION.....	13
SELLING OF THE HOME	13
MORTGAGE POSTPONEMENT	14
DEFAULT	14
FAMILY/MARITAL SEPARATION.....	14
ESTATE AFTER CLIENT’S DEATH.....	14
NOTES.....	15



PROGRAM STRUCTURE

OBJECTIVE

The Home Purchase Program provides an opportunity for clients to become homeowners by providing assistance to purchase a modest home. The client is responsible to obtain their portion of project financing, through an approved financial institution if necessary.

FORM OF ASSISTANCE

Clients receive downpayment assistance in the form of forgivable loans to subsidize the cost of purchasing an existing home.

The forgiveness period of the loan is dependent on the amount of assistance being provided.

Home Purchase Program will only be available in Zone A communities to provide support for first-time homeowners.

Clients in Zone B & C communities are encouraged to pursue homeownership through the New Home Program.

The assistance is based on the applicant's income, family size, the community Core Need Income Thresholds (CNIT) as well as the Maximum Construction Cost (MCC) for the Zone the applicant(s) resides in.

The client is responsible to obtain their portion of project financing, through an approved financial institution if necessary.

The Home Purchase Program is not available to applicants who currently own a home anywhere.

Persons with Disabilities

In addition to the assistance provided under the program, the NWTCH will fund modifications required to improve the accessibility of dwellings for persons with disabilities. The additional assistance is limited to the cost of the accessibility modifications and shall not exceed the maximum assistance available under the Mobility program. The modifications shall be



related to the disabled occupant's disability. Where it is not evident that accessibility modifications are related to the disability, confirmation from a qualified expert, physician or physiotherapist, must be obtained.

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Corporation must operate within the parameters established under the *Financial Administration Act*.

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

Section 10 (d) The NWTHC may "make grants or loans to individuals, municipalities and other corporate bodies for the purpose of acquiring, constructing or improving housing;"

Section 10 (j) The NWTHC 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 Home Purchase Program are the governing rules that must be adhered to when providing assistance. 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 must be submitted on a *Request for Policy Review* Form to the Programs and District Operations Division in Head Office. The NWTHC Executive Committee must approve any changes before taking effect.

PUBLIC PROMOTION

Public notification and promotion of the Home Purchase Program is required as a part of the program delivery process.



DELIVERY PROCEDURES

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

HC-IMS

Housing Corporation Information Management System (HC-IMS) contains copies of all the required forms and agreements required to effectively deliver the Home Purchase Program.

DELIVERY AGENT

The NWT HC is the delivery agent.

ELIGIBLE COMMUNITIES

Assistance is available in Zone A communities in the NWT where land tenure is securable.

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; or
- Houseboats, recreational properties or cabins; or
- Properties located outside community boundaries (Appendix I).



CLIENT SELECTION

APPLICATION REQUIREMENT

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

CLIENT COUNSELLING

Client counselling is required at all stages during the homeownership application process. In addition to the education components provided through the Solutions To Educate People (STEP) program, it is necessary to provide applicants with relevant information regarding eligibility criteria, assistance levels, eligible project costs, loan security, the Home Purchase Program Agreement and homeowner responsibilities, including the importance of home maintenance.

ELIGIBILITY CRITERIA

Age:

The applicant(s) must be 19 years of age or older.

Residency:

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

The one continuous year in the community requirement may be waived for students returning to their communities upon completion of their studies.

Income:

The income of the applicant (and co-applicant, if applicable) must be below the CNIT for their community as outlined in the CNIT tables to receive a subsidy.

The applicant(s) must have enough income to pay for all costs associated with homeownership including operating & maintenance costs, insurance, land lease fees, property taxes and



municipal user fees without spending more than 32% of their gross income.

Applicants whose primary source of income is issued under the *Social Assistance Act* (Income Support/Security/Social Assistance payments) are **ineligible** for the Home Purchase Program.

Arrears:

Applicants cannot have rental or mortgage arrears with any NWTCH programs.

Training:

Applicants must complete the four (4) pre-requisite courses offered through the STEP program before becoming eligible to receive assistance through the Home Purchase Program. In cases where applicants are married or living in a common-law relationship, both partners must fulfill this requirement.

Credit Worthiness:

Credit reports are required from one credit-reporting agency for each applicant and co-applicant applying for assistance under the Home Purchase Program.

Applicants must have a satisfactory credit report with credit lines being reported as R1, I1, R2 or I2

Applicants with no credit history will still be considered under the Home Purchase Program.

An applicant(s) whose Credit Report indicates "Bankruptcy and/or Consumer Proposal", will not be eligible for Home Purchase Program until three (3) years after the date of discharge and has maintained a Credit Report of R1 and I1.

It is required that both the Gross Debt Service (GDS) ratio and Total Debt Service (TDS) ratio calculations be completed. As per the NWTCH's definition of these ratios, an applicant(s) must have a GDS ratio of less than 32% and a TDS ratio of less than 42%.

Verification of Information

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

NWTCH Employees

The eligibility criteria apply to NWTCH 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. Head Office's Infrastructure Services Section will be responsible for completing or reviewing the technical inspections.

Previous Assistance

Applicants who have received previous homeownership program assistance will not be eligible to receive Home Purchase Program assistance until the previous program assistance has been forgiven for ten years. This includes previous clients who have withdrawn from an NWTCH program, and/or returned a home to the NWTCH through a quit-claim process, where they received assistance to acquire or build a home. In this case, they will not be eligible for Home Purchase Program for ten years from their original date of forgiveness.

Applicants who have earned the equity contribution through the Homeownership Entry Level Program (HELP) or who have not breached their HELP agreement and are in good standing at the end of their six-month rental term should be referred to District Office.

Beyond Economic Repair

Applicants who have not received previous NWTCH assistance but who are currently residing in a home that is deemed to be beyond economic repair by the NWTCH (District Office) may be eligible for Home Purchase Program assistance under the following conditions:

- applicants meet **all** Home Purchase Program eligibility criteria and policies; and,
- has lived in the unit for a minimum of five (5) years; and,
- the cost of addressing Health and Safety issues exceeds the replacement value of the home.

Homes are considered to be Beyond Economic Repair where it has been determined that Health & Safety repairs would not bring the unit to a habitable condition within the Home Repair Program limits.

If the original lot is being used for the new home funded under Home Purchase Program, then the applicants are responsible for finding their own alternative accommodation and all related expenses. Ownership of exiting building must be transferred; the



existing building must either be moved or demolished at their expense.

Organizations

Profit or non-profit organizations/businesses are **not** eligible for this Program.

INCOME VERIFICATION

Income verification is required for acceptance into the program and for determining the level of assistance.

The applicants' incomes are verified by using the NWTCHC *Verification of Income (VOI) Policies & Procedures*.

Only the income(s) of the household member(s) that will be the borrower(s) are verified. Where applicants are married or living in a common-law relationship, both partners would be considered mortgagors or borrowers even if only one partner earns income.

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION

Only Applicants who have met the eligibility criteria are to undergo prioritization.

The annual Home Purchase Program allocation for each community is limited and based upon available funding. Clients are selected according to level of need using the NWTCHC Priority Allocation & Selection System (PASS). The use of the PASS is mandatory for the Home Purchase Program.

Assistance must be allocated so that applicants with higher PASS scores receive assistance before those applicants with lower scores. Where two (2) or more applicants receive the same PASS score and due to budget limitations, the NWTCHC is unable to approve assistance to all applicants with the same score, the Tiebreaker System is to be applied. (*See Home Purchase Program Procedures for more details.*)

Allocation of assistance is program specific; applicants applying for the Home Purchase Program are not to be compared with applicants applying for other programs when determining priority.



CLIENT APPROVAL

Clients selected for participation in the Home Purchase Program must be given an Approval Letter signed by the District Director.

The letter must state the amount of assistance the client is entitled to receive as well as a deadline in which the client must take action. The deadline cannot exceed 90 days from the date of the approval letter. In exceptional cases, the District Director can extend the approval for an additional 90 days.

TECHNICAL REQUIREMENT

APPRAISALS AND SALE PRICE OF HOME

If a financial institution requires an appraisal to support the sale price, the client or the financial institution will be responsible for these appraisal costs.

ELIGIBLE PROJECT COSTS

Eligible costs include the costs of purchasing an existing home including any applicable sales tax.

Existing homes that are determined by the NWT HC or its agent to be beyond economic repair or do not meet the minimum standard as defined in the *Minimum Standards for Repairs* (see Appendix B – *Home Repair Program Procedures*) are not eligible for purchase. The Home Repair Program cannot be used at the same time with the Home Purchase Program. Clients must have lived in and owned the home for one (1) year before being eligible to apply for Home Repair Program.

The purchase of land alone is not an eligible cost under the Home Purchase Program.

The client should be informed that any project costs greater than their assistance level or any ineligible project cost is their responsibility to pay. For example, such costs may be (but are not limited to) home inspections, sale closing costs, legal fees, appraisals, taxes, fuel adjustment, land lease adjustment, survey costs, and mortgage brokerage fees where applicable.



MANDATORY INSPECTIONS

For existing NWTCH homes being purchased under the Home Purchase Program, a Condition Rating/Technical Report must be completed by the NWTCH or a designated agent. Any major deficiencies should be documented and discussed with the client. The actual report is an internal document and is not for public release. It will be up to the client to decide what the next steps should be. Any further investigations or remedial actions will be at the clients' or current homeowners' expense.

The home selected must, at minimum, meet the suitability requirements for the current family composition (the mortgagors and their dependents) of the client as per National Occupancy Standards.

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide the NWTCH with acceptable security for the loan. In all cases, appropriate land tenure must be secured prior to the advancement of NWTCH funds for construction-related materials, regardless of assistance level received or loan security required. The two acceptable forms of land tenure are:

1. Leasehold; and,
2. Fee simple.

Program Agreement

The client is required to sign three (3) copies of the Home Purchase Program Agreement. The agreements must be signed by all parties prior to any funds being advanced.

Security

In addition to signing the Home Purchase Program Agreement, the client is required to sign loan security documents as follows:

The loan is to be secured through mortgage registration.

For mortgages, the land on which the unit is located must be unencumbered or represent adequate security for the total amount of the loan. The following forms of security are acceptable:



Fee Simple Titled Land - Where land is owned, the loan is secured by a mortgage. The mortgage is registered at Land Titles against the property until the loan is fully forgiven.

Leased Land - Where the land is leased from a government agency, the loan is secured by a mortgage of lease. The mortgage is registered at the government agency issuing the lease. The term of the lease must extend to a minimum five years beyond the loan period.

The client may apply to convert IAB lands to leasehold interest or fee simple title through the Federal Lands Administration Office. The loan must be secured by a mortgage. The mortgage is registered at either Land Titles or at the government agency issuing the lease (as above).

SIGNATURES

The clients receiving assistance must sign all required documentation before any funds are disbursed.

The names on all mortgage and agreement documents must match those names on the Lease or Fee Simple Title documents.

In situations where clients are married or living common-law, the NWT HC considers the assistance to be given jointly to the client and his/her partner. The mortgage, all agreements, and land documentation must be in both partners' names. Both partners must sign all documents as Joint Tenants. Any documents in one name only must be changed to include both partners' names.

FORGIVENESS

Assistance is provided in the form of forgivable loans that have a maximum amortization period of three (3) years.

The forgiveness period starts from the date of occupancy of the home, this date will then be known as the anniversary date.

Assuming that a client is not in default, determination of loan forgiveness is described below:

- Loans not exceeding **\$10,000** will be completely forgiven after one (1) year;



- Loans \$10,001 to \$20,000 will be forgiven two (2) years from the anniversary date;
- Loans \$20,001 to \$30,000 will be forgiven there (3) years from the anniversary date.

If a client sells their home during the year or is in default, the preceding anniversary date is used to determine loan forgiveness entitlement. Pro-rating of forgiveness is not permitted.

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 and mortgage.

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 the NWT HC.

There are three exceptions to the Principal Residence Policy. These exceptions can be approved by the District Director a case-by-case basis and must be in writing:

- Education leave up to four (4) years;
- Temporary out of town job placement, up to one (1) year; and,
- Extended medical treatment or hospitalization up to two (2) years.

Any requests to waive the principal residency requirement must be made in writing by the client. The request must include supporting documentation that is acceptable to the NWT HC. A request for Education Leave or Job Placement waiver can only be approved once during the loan period. During the waived period of residency, the client is still responsible to ensure that the property is winterized, properly maintained and secured from other damages.

Renting out the unit during an approved leave is permitted; however, the forgivable loan is converted to a monthly payable loan. The amortization period is determined by using the remaining time of the original forgivable loan. No interest



charges will be added to the repayable loan. The client must submit a series of post-dated cheques to the District Office for the duration of the waived residency or register for automatic debit.

FIRE INSURANCE

The client is required to carry all risk property insurance for the duration of the forgiveness period for an amount of not less than the replacement cost of the home that is being purchased.

The insurance policy must name the NWTTC as a loss payee.

LIFE AND DISABILITY INSURANCE

All clients are encouraged to obtain mortgage, life, and disability insurance through their insurance company or financial institution.

MOVE-IN

For purchase of an existing home, the client cannot move into the unit until all documents have been signed, funds have been advanced to the Solicitor and the sale has closed.

A Tenancy-at-Will is **not** allowed under HOME PURCHASE PROGRAM.

Prior to move-in, the NWTTC or its delivery agent must also counsel the client(s) on the details of the loan agreement, mortgage terms & conditions, insurance requirements, utilities transfer and all other homeowner responsibilities including the importance of doing preventative maintenance on a regular basis.

PROGRAM ADMINISTRATION

SELLING OF THE 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 the NWTTC.



MORTGAGE POSTPONEMENT

As the maximum term of the loan is three (3) years, no postponement will be granted.

DEFAULT

A client is considered to be in default for failing to comply with the terms of the first or second mortgage, 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 unit and assume the responsibility for the mortgage loan agreement, the NWT HC 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

In the case where the loan was given to only one person, upon the death of the single client, the loan balance becomes due and payable. The NWT HC retains its interest in the property.

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 the NWT HC.

In cases where both partners die during the term of the mortgage, the outstanding balance is due and payable from the estate. The NWT HC retains its interest in the property until the outstanding balance of the loan is paid in full.



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PROGRAM STRUCTURE 3

OBJECTIVE 3

FORM OF ASSISTANCE 3

ENABLING LEGISLATION 3

POLICY ADHERENCE..... 4

POLICY CHANGES..... 4

PUBLIC PROMOTION 4

DELIVERY PROCEDURES..... 4

HC-IMS..... 4

DELIVERY AGENT 4

RESTRICTED DWELLINGS..... 5

CLIENT SELECTION 5

APPLICATION REQUIREMENT 5

CLIENT COUNSELLING 5

ELIGIBILITY CRITERIA 6

INCOME VERIFICATION 9

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION..... 9

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS..... 9

FINAL CLIENT APPROVAL..... 9

TECHNICAL REQUIREMENT 10

TECHNICAL REPORT 10

TECHNICAL ASSISTANCE..... 10

ELIGIBLE PROJECT COSTS..... 10

MANDATORY INSPECTIONS 11

CATEGORIES OF REPAIRS 12

REPAIR STANDARDS 12

BUSINESS INCENTIVE POLICY 12

NORTHERN MANUFACTURED PRODUCTS 13

PROGRAM AGREEMENT 13

LOAN SECURITY 13

SIGNATURES 13

FORGIVENESS 13

PRINCIPAL RESIDENCE AND ACCEPTABLE USE 14

PROGRAM ADMINISTRATION 14

SELLING OF HOME 14

DEFAULT 14

FAMILY/MARITAL SEPARATION..... 14

ESTATE AFTER CLIENT’S DEATH (Market Communities)..... 15



ESTATE AFTER CLIENT’S DEATH (Non-Market Communities) 15



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 \$10,000 per fiscal year is available to existing homeowners; the assistance excludes freight, airfare and accommodations costs.

For applicants whose income is over \$60,000, they will be required to co-pay 10% of the repair costs. The applicant's portion must be paid prior to the start of the repairs.

Income	Co-pay amount
\$0 - \$59,999	No co-pay
\$60,00 to CNIT	10% of the repair costs

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

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

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

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



Section 10 (j) The NWT HC 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*).

HC-IMS

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

DELIVERY AGENT



The NWTTC 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 I**).

CLIENT SELECTION

APPLICATION REQUIREMENT

All applicants are required to complete an application form with a representative from the NWTTC 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 the NWTHC 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 NWTCH 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.

NWTCH Employees

The eligibility criteria apply to NWTCH 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.

NEW HOME PROGRAM CLIENTS

New Home Program Clients will be eligible to apply for Emergency Repair Program. The eligibility criteria apply to New Home Program Clients in the same way as other applicants. Land tenure for these applicants will be issued by the NWTCH.



Assistance

Previous Assistance:

Applicants who have received previous assistance from any NWTCH 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 the NWTCH. For example, Emergency Repair Program assistance cannot be used to top-up a Seniors Aging in Place, Fuel Tank Replacement Initiative, Preventative Maintenance, Home Repair Program or Mobility project.

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 \$10,000, 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 \$10,000.

For further clarification, please see the examples below:

- May 2020 – Repair Furnace \$ 6,000
- FCC May 2020

- December 2020 – Repair plumbing lines \$ 4,000
- FCC December 2020

- Total expenditures for fiscal year \$10,000

Clients would not be eligible for another project until the next fiscal year.

Organizations

As the NWTCH 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 NWTHC *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.

Based on the estimate of the initial Scope of Work, the co-payment amount and the date the funds should be received must also be included in the letter. The client should be counselled that these funds must be received by the District office prior to the start of the repair project.

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, confirmation that the co-payment amount has been received as well as basic instructions regarding the next steps that will be taken by the NWTHC 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 in order to access updates on the status of their repair project.

TECHNICAL REQUIREMENT

TECHNICAL REPORT

The NWTCHC 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

The NWTCHC 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**. Applicants are required to provide a co-pay portion must provide it prior to approval of the application.

MANDATORY INSPECTIONS

In addition to the Technical Report, mandatory inspections must also be completed by the NWT HC 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 NWTTC 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 B – 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.iti.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.iti.gov.nt.ca/en/services/nwt-manufacture-products-policy>

PROGRAM AGREEMENT

LOAN SECURITY

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

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 the NWT HC.

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 HC-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 the NWT HC.

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 the NWT HC.

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, the NWT HC 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. The NWTCHC 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 the NWTCHC.

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. The NWTCHC 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 the NWTCHC's Loan Assumption and Amendment Policy



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PROGRAM STRUCTURE	3
OBJECTIVE	3
FORM OF ASSISTANCE	3
ENABLING LEGISLATION	3
POLICY ADHERENCE.....	4
POLICY CHANGES.....	4
PUBLIC PROMOTION	4
DELIVERY PROCEDURES.....	4
HC-IMS.....	5
DELIVERY AGENT	5
RESTRICTED DWELLINGS.....	5
CLIENT SELECTION	5
APPLICATION REQUIREMENT	5
CLIENT COUNSELLING	6
ELIGIBILITY CRITERIA	6
INCOME VERIFICATION	9
PRIORITIZATION OF APPLICANTS & CLIENT SELECTION.....	9
CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS.....	9
FINAL CLIENT APPROVAL.....	10
TECHNICAL REQUIREMENT	10
TECHNICAL REPORT.....	10
TECHNICAL ASSISTANCE.....	10
ELIGIBLE PROJECT COSTS.....	11
MANDATORY INSPECTIONS	11
REPAIR STANDARDS	11
BUSINESS INCENTIVE POLICY	12
NORTHERN MANUFACTURED PRODUCTS.....	12
PROGRAM AGREEMENT	12
LOAN SECURITY	12
SIGNATURES	13
FORGIVENESS	13
PRINCIPAL RESIDENCE AND ACCEPTABLE USE	13
PROGRAM ADMINISTRATION.....	13
SELLING OF HOME	13
DEFAULT	14
FAMILY/MARITAL SEPARATION.....	14
ESTATE AFTER CLIENT’S DEATH (Market Communities).....	14



Fuel Tank Replacement Initiative

Policy – Table of Contents

ESTATE AFTER CLIENT’S DEATH (Non-Market Communities)	14
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PROGRAM STRUCTURE

OBJECTIVE

The Fuel Tank Replacement Initiative is a proactive approach, which allows existing homeowners the opportunity to upgrade their aging aboveground fuel tanks. The Initiative will cover the replacement costs up to a maximum of \$10,000, to modernize their fuel tanks to current standards in order to prevent fuel leaks/spills and to obtain insurance.

FORM OF ASSISTANCE

Clients receive assistance in the form of forgivable loan to replace and install above ground fuel tanks and/or associated components that are in poor condition, and/or do not meet current CSA B-139-09 standard codes.

A one-time forgivable loan of up to \$10,000 is available to the homeowner; the assistance excludes freight, airfare and accommodations costs.

For applicant's whose income is over \$59,999, they will be required to co-pay 10% of the repair costs. The applicant's portion must be paid prior to the start of the repairs.

Income	Co-Pay amount
\$0 - \$59,999	No co-pay
\$60,000 to CNIT	10% of the repair costs

ENABLING LEGISLATION

Northwest Territories Financial Administration Act

The Northwest Territories Housing Corporation must operate within the parameters established under the *Financial Administration Act*.



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

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

Section 10 (j) The NWTHC 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 Fuel Tank Replacement Initiative 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 Fuel Tank Replacement Initiative is required as a part of the program delivery process.

DELIVERY PROCEDURES

The Fuel Tank Replacement Initiative is to be administered in accordance with the procedures that have been specifically developed for this program (*see Procedures*).



HC-IMS

Housing Corporation Information Management System (HC-IMS) contains copies of all the required forms and agreements required to effectively deliver the Fuel Tank Replacement Initiative.

DELIVERY AGENT

The NWTTC 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 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 I**).

CLIENT SELECTION

APPLICATION REQUIREMENT

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

Fuel Tank Replacement Initiative will be offered on a year-round basis to all communities.



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 Fuel Tank Replacement Initiative Agreement and homeowner responsibilities, including the importance of fuel tank 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 the application.

Residency:

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

The applicant(s) must have owned and lived in the home for a minimum of a one-year period before applying for the program.

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.

Arrears:

Applicants cannot have mortgage arrears with the NWTTC.

Existing mortgage clients who have signed the Revised Mortgage Payment Plan (RMPP) are eligible to apply for the Fuel Tank Replacement Initiative after six (6) consecutive months of successful payments. If clients do not adhere to the repayment agreement, they will not be eligible for assistance.

Applicants who reside in the market communities of Fort Smith, Hay River, Fort Simpson, Yellowknife, Norman Wells and Inuvik



and currently hold land tenure in the Northwest Territories are ineligible to receive assistance if they have any arrears associated with the land, lease or property taxes.

Land tenure:

Applicants must prove ownership of their residence. This ensures that the NWTTC 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; or
- Other document that proves 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 Ratio (GDS) (30%) and Total Debt Service (TDS) (40%) 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 the 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 homes 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 NWTCH programs, a Senior Citizen is a person 60 years old or older. The eligibility criteria apply to Senior Citizens in the same way as other applicants, including the verification of their income.

NWTCH Employees

The eligibility criteria apply to NWTCH 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. Head Office's Infrastructure Services Section will be responsible for completing or reviewing the technical inspections.

ASSISTANCE

Previous Assistance:

Applicants who have received previous assistance from any NWTCH programs and have met the current eligibility criteria are eligible for assistance through the Fuel Tank Replacement Initiative.

Current Assistance:

The assistance provided is to only replace and install an above ground fuel tank and its associated components.

Fuel Tank Replacement Initiative cannot be combined with any other subsidized programs delivered by the NWTCH. For example, the Fuel Tank Replacement Initiative cannot be used to top-up a SAFE, Seniors Aging in Place, CARE PM, CARE Major or CARE Mobility project.

Future Assistance:

The Fuel Tank Replacement Initiative is a once in a lifetime forgivable loan.



Organizations

As the NWTCH 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 of the applicant and co-applicant will be verified. The incomes are verified by using the NWTCH *Verification of Income (VOI) Policies & Procedures*.

PRIORITIZATION OF APPLICANTS & CLIENT SELECTION

Only applicants who have met the eligibility criteria are to undergo prioritization.

The annual Fuel Tank Replacement Initiative allocation is limited and based upon available funding. Therefore, not all eligible applicants may be chosen for the program. Clients are selected according to level of need using the NWTCH PASS. The use of the PASS is mandatory for the Fuel Tank Replacement Initiative.

Assistance must be allocated in a manner whereby applicants with higher PASS scores receive assistance before those with lower PASS scores.

Allocation of assistance is program specific; applicants applying for Fuel Tank Replacement Initiative are not to be compared with applicants applying for other programs when determining priority.

CONDITIONAL APPROVAL OF ELIGIBLE CLIENTS

Within 60 days of the application date, clients who have met the eligibility criteria (age, residency, household income, arrears, land tenure, credit worthiness and previous programs) must be given a Conditional Approval letter signed by the District Director.



The letter must state that the final decision will be made at the time that all Fuel Tank Replacement Initiative applications for the fiscal year are complete and prioritized using (PASS).

Based on the estimate of the initial Scope of Work, the co-payment amount and the date the funds should be received must also be included in the letter. The client should be counselled that these funds must be received by the District Office prior to the start of the repair project.

FINAL CLIENT APPROVAL

Clients selected for participation in the Fuel Tank Replacement Initiative must be given an 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, confirmation that the co-payment amount has been received as well as basic instructions regarding the next steps that will be taken by the NWTCHC and the client.

The final Scope of Work must be discussed and acknowledged by the client before any of the work begins.

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

TECHNICAL REQUIREMENT

TECHNICAL REPORT

The NWTCHC or a designated agent must complete a Technical Report to determine the condition of the fuel tank/stand/related components prior to consideration for assistance as well as provide an estimated cost for the repairs.

TECHNICAL ASSISTANCE

The NWTCHC will be responsible for coordinating the Fuel Tank Replacement Initiative, 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 Fuel Tank Replacement Initiative. (See Appendix B1, CSA B-139-09 standard codes & checklist)

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

ELIGIBLE PROJECT COSTS

Only fuel tank replacement and its related expenses will be eligible for this project.

Following approval of the application, completion of the upgrades and a final inspection by the technical staff, payment of the eligible costs will be made, 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.

MANDATORY INSPECTIONS

For the Fuel Tank Replacement Initiative, the Technical staff must issue a Final Certificate of Completion at project completion, as outlined in the CSA B-139 standard code manual as may be amended from time to time.

REPAIR STANDARDS

All repairs must meet or exceed the standards set forth in the latest edition of the *National Building Code* and any *Canada Mortgage and Housing Corporation (CMHC)* and *NWTHC* 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 B – 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.iti.gov.nt.ca/en/services/business-incentive-policy>

NORTHERN MANUFACTURED PRODUCTS

The requirement to use Northern Manufactured Products is within the BIP and applies; see the following website:

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

PROGRAM AGREEMENT

LOAN SECURITY

The client must provide loan security that is acceptable to the NWTTC.

Program Agreement

The client is required to sign two (2) copies of the Fuel Tank Replacement Initiative 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 (Schedule A) 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 and Promissory Note (Schedule A) 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 the NWTTC.

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 HC-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 the NWTTC.

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 the NWTTC.



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 to the NWTTC.

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, the NWTTC 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. The NWTTC 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 the NWTTC.

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. The NWTTC 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 the NWTTC's **Loan Assumption and Amendment Policy**.