

Operational guidelines for providers of transitional housing

November 2024



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1.0 Purpose of the transitional housing guidelines

The operational guidelines are for providers of transitional housing. They support you, as a provider to deliver transitional housing and meet the requirements of your services agreement with Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD).

The guidelines are effective from November 2024 and supersede previous versions. Please read the guidelines with your services agreement.

In this document, the term 'you' is used to refer to you as a HUD-contracted provider and 'household' to describe people residing in transitional housing. This is equivalent to the Ministry of Social Development (MSD) term 'clients' and/or 'applicant'.

Please refer to appendix one for the definition of relevant terms used in these guidelines.

2.0 Roles and responsibilities

Provider and household roles and responsibilities

As a HUD-contracted provider, you are responsible for complying with and fulfilling your obligations under your services agreement.

Households are responsible for complying with and fulfilling their obligations under their housing agreement with you (and any support service-related documentation they may sign).

Households are also responsible for notifying MSD of any changes in their circumstances that might affect the payments they receive from MSD, their Housing Register priority rating, or their eligibility for social housing.

Government agency roles and responsibilities

MSD	HUD	Kāinga Ora
 Assesses: housing need eligibility for transitional housing. Refers clients to providers for placement. Delivers welfare support for clients (for example, approves a security deposit for clients). Manages welfare support payments on a client's behalf with providers, for example: approves and pays security deposit claims sets up redirections from a client's benefit for their transitional housing contribution. 	 Funds providers. Manages: providers provider contracts payments properties reporting performance. Funds motels and manages motel contracts. Supports providers when issues arise. Updates MSD on new provider supply. Matches transitional housing supply to providers. 	 Sources transitional housing supply opportunities for providers Kāinga Ora do not provide transitional housing support services.

3.0 Providing a transitional housing service

3.1 Properties/place(s)

Properties must be suitable for households. Please refer to your services agreement for information on what you are required to do to make them suitable.

A property, including new builds, may only be used for transitional housing if it has previously been approved by HUD.

You may be able to substitute other properties in your portfolio for use as transitional housing accommodation subject to approval by HUD¹.

Changes to the property's market rent

Your leases should be organised so that property owners can only increase rent:

- 12 months after the lease start date
- 12 months from when the last increase took effect.

The rent amount should be based on the median rent as shown on the Tenancy Services market rent website for the location, property type and bedroom size: see <u>Market rent »</u> <u>Tenancy Services</u>.

If the rent exceeds the median rent, you must obtain from the property owner the rationale for the rent increase (for example, market rent valuation, extensive upgrades to the property).

Where property owners increase rents, providers must give HUD at least 60 days' written notice when they apply for the transitional housing subsidy. The notice must be served in writing to your HUD Relationship Manager, stating the desired transitional housing subsidy increase and from when. You will be notified by HUD if this is approved or declined.

HUD must approve all transitional housing subsidy increases.

3.2 Vacancies and the Temporary Housing Vacancy Management tool

Information about all approved transitional housing properties, including whether they are currently vacant, out of use, or occupied is recorded in the Temporary Housing Vacancy Management tool (THVM).

THVM is used by MSD staff to determine if you have a suitable vacant place to which a household may be referred. It is important that you support MSD by updating THVM as soon as possible after a new property is added or a place becomes vacant, out of use, or occupied.

¹ This is not applicable for transitional housing accommodation provided by motels.

MSD has the following information relative to places for each provider:

- the number of contracted place/s
- the type of place/s available (where the provider is contracted to provide a service to a particular client cohort/s)
- target households the place/s is suitable for
- location of the place/s (if you provide services from multiple locations)
- · whether the place is vacant, out of use, or occupied
- · maximum occupancy for each place
- number of bedrooms and configuration.

3.3 Referrals to your service

MSD is the main source of referrals to your service. Other sources of referrals are third-party referrals, such as from other government agencies or providers, and self-referrals where households present directly to your service.

In general, most of your referrals will be from MSD and these must be prioritised. No more than approximately 20 percent of your referrals should be through self- or third-party referral.

You have the right not to accept a household into one of your contracted places if it may adversely affect the safety of your staff, other households within the service, or any other individuals associated with your service.

MSD referrals to your service

MSD refers households to your service following an assessment of the household's eligibility.

MSD's assessment will confirm that:

- the household has an immediate housing need and meets other core criteria²
- they are part of the target households for which your service caters.

MSD will advise the household that they must work with you for the duration of their involvement with your service.

Note: MSD cannot refer a household to your service when the household is on a 13-week non-entitlement period for emergency housing.

Suitability

You will need to contact the household that has been referred to you and assess their suitability for your service. Your assessment should generally take up to two business days once you have successfully contacted the household.

² Transitional housing funded by the Ministry of Housing and Urban Development - Map (workandincome.govt.nz)

The following should be part of your assessment of the household's suitability for your service:

- The number and relationship of people in the household should be suitable for the number of bedrooms in the property and your service as per your services agreement.
- The household must be willing to commit to look for alternative adequate accommodation and demonstrate that they are taking reasonable steps to find accommodation, as appropriate in their circumstances.

Once you have completed your assessment of the household's suitability for your service, you must advise MSD of your decision by updating the record in THVM within one business day.

You must have good reason to decline a MSD referred household. Where you do so, you must decline the referral in THVM and provide the reason(s) for why the household is unsuitable for your service.

Where an MSD referral is declined, the household should be referred back to MSD for help to obtain other housing services.

Third-party and self-referral to your service

Where a household is third-party referred or self-refers, you will need to determine their eligibility and suitability for your service. In these cases, you are expected to complete a provider-led assessment to determine the client's immediate need for housing.

As part of your assessment, you must ensure that the household meets the applicable residency, income, cash asset and age requirements as outlined below.

You are required to keep evidence of your assessment process.

The following table provides more detail to support your assessment.

Immediate housing need	A household is considered to have an immediate housing need when they do not have an adequate place to stay that night or in the next seven days.
Residency	The household members meet the applicable residency requirements: Residence criteria - map (workandincome.govt.nz)
Income and assets	The household income does not exceed the income limits, which are: Income limits (current) - map (workandincome.govt.nz) Exceptional circumstances for income and cash asset limits - map (workandincome.govt.nz) The household has cash assets that do not exceed the cash asset limits, which are: Cash asset limit - map (workandincome.govt.nz) Types of cash assets - map (workandincome.govt.nz) Note - in exceptional circumstances, income and asset limits (which apply to emergency housing) can be exceeded.

Age	The main applicant for the household is 18 years old or is aged between 16 or 17 and is financially independent. More information on financial independence
	for household members aged 16 or 17 can be found at:
	www.workandincome.govt.nz/products/a-z-benefits/youth-payment.html

Note: Households that have a Community Services Card (CSC) will meet the residency and age criteria (which takes into account all household members, for example, children who can qualify for a CSC in their own right, for instance, they qualify for a Child Disability Allowance, hence have automatic entitlement). Additional information can be found here:

www.workandincome.govt.nz/map/income-support/extra-help/emergency-housing/immediate-emergency-housing-need.html

3.4 At the beginning of a stay

When a household enters your transitional housing service, you will need to explain their responsibilities, ensure they understand what is required of them during their stay, and arrange for the household to complete the following forms/documents.

- i. Housing agreement: the household is willing to comply with the terms of the housing agreement (see appendix two for housing agreement content requirements)
- ii. Responsibilities and conditions of payment for clients accessing contracted transitional housing provider services form.
- iii. Redirection of benefit form to enable MSD to redirect the household contribution: 25 percent of their total income³.
- iv. <u>Housing privacy consent form</u>: This allows MSD to share relevant information about the household with you in the case of self-referrals and third-party referrals. You may then complete your own privacy form with the household (if required).

The redirection of benefit form and housing privacy consent forms will need to be sent to your nominated MSD staff member using THVM.

MSD will notify you via THVM that the forms have been accepted and will determine the household's eligibility for assistance.

You can make a claim against the security deposit only if the above forms are completed at the beginning of the household's stay. This includes identifying the amount of the security deposit in 'Comments' field in THVM when making a placement (see <u>appendix seven</u>).

Contribution for transitional housing services

Households living in transitional housing should pay 25 percent of their total income (but not more than the applicable market rent for the property) as a contribution to transitional housing accommodation costs.

The instructions and examples around calculating contributions for clients in transitional housing are shown in <u>appendix three</u> and <u>six</u>.

³ There may be some (but generally, very few) where a redirection isn't necessary.

If a client (MSD or non-MSD) receives child support, it is treated as income when calculating their contribution for their transitional housing. Some clients will be paid child support via Inland Revenue and other clients will have their own (private) arrangements. Child support paid via Inland Revenue is referred to as a formula assessment or a voluntary arrangement.

When considering a person's income for transitional housing purposes, MSD cannot share or tell you about client child support income information Inland Revenue provides to MSD, due to privacy law requirements. Any clients (MSD or not) receiving child support, whether paid via Inland Revenue or under a private arrangement with the other parent, must self-declare their child support income to you.

For more information about child support, please see: www.ird.govt.nz/child-support/about.

4.0 Responsibilities and key processes supporting a transitional housing stay

You are expected to meet the responsibilities, standards and expectations set out in your services agreement with HUD and your housing agreement with the household.

4.1 Housing agreements

You must have a housing agreement with each household in your service, and which complies with the requirements of your services agreement.

You can use the <u>example housing agreement</u> provided by HUD to develop your own housing agreement suitable for your service and households.

Please remember that any programme or site-specific rules that you put in place must be able to be justified in accordance with the criteria laid out in your services agreement.

4.2 Transition plan

While a household is in your service, you are required to work with them to develop an individualised transition plan to help them and the members of their household to:

- find and secure appropriate sustainable housing
- transition into and maintain sustainable housing
- access appropriate support services to address any health, social, employment and financial needs.

Each plan must be unique to the household and should show:

- the steps you and the household will take
- what other services/resources the household will use and/or access.

4.3 Safety and wellbeing

Health and safety framework

Providers must have a health and safety framework that is compliant with all aspects of the Health and Safety at Work Act 2015.

For transitional housing, this means identifying and understanding what health and safety risks may arise from the delivery of your service, and who those risks can affect (such as staff, households and on-site visitors). It then involves doing what is reasonable and practicable to eliminate or minimise those risks. This includes, but is not limited to:

- ensuring accommodation is safe, warm and dry
- addressing antisocial behaviours before they escalate
- Police vetting for existing and new personnel
- risk identification, prevention and management
- incident reporting and investigation processes.

Reporting health and safety incidents

You are required to notify your HUD Relationship Manager of any serious incidents or events that relate to the transitional housing service.

Serious incidents include, but are not limited to:

- death
- harm or potential harm to staff/households/others
- violence
- threats of violence
- staff misconduct
- where emergency services or <u>WorkSafe</u> involvement occurs.

When a serious incident is reported, you must provide the following information:

- the background and cause of the incident (due to privacy reasons names are not required)
- details of the incident and the type of wrap-around services provided to the person/s
 involved
- details of where the involved parties are now and whether they are still receiving support through the service
- steps taken to mitigate or, where possible, eliminate the incident happening again.

Call emergency services for serious incidents that are life-threatening. You may report non-life-threatening incidents and events using your own reporting methods or the template developed by HUD (see appendix four). The notification should be immediate wherever possible. In urgent situations, we recommend an initial phone call or text is made to your HUD Relationship Manager wherever possible, later followed up with detail.

There may be unforeseen circumstances that contribute to a delay in notification; in those cases, please notify HUD no later than two days after the incident occurring, accompanied by the reason for the delay.

Vulnerable children and families

If you are a provider of children's services in accordance with the Children's Act 2014 (including where MSD gives notice to you that in the opinion of the MSD's Chief Executive, you are providing children's services), you must:

- as soon as practicable, adopt a child protection policy that complies with section 19 of the Children's Act 2014
- review in accordance with section 16(a)(iii) of the Children's Act 2014
- make a copy of your child protection policy available to MSD, including any updates
- implement your child protection policy.

Family violence and child abuse

If family violence is suspected or disclosed to you by a household member you should assess the safety of your household member(s) and their child/children immediately.

You must contact the Police if you are concerned about the immediate safety of a household member and/or their child/children.

If you become aware of potential or actual child abuse, neglect, or situations where a child is being exposed to family violence, you should ring Oranga Tamariki – Ministry for Children on 0508 326 459.

You are also able to access (on the household's behalf) the MSD Work and Income Family Violence Intervention Programme (FVIP).

For more information and resources about family violence, visit the It's Not Ok website.

4.5 Complaints and disputes

Where HUD receives a complaint about you or your transitional housing service, HUD will work with you to resolve this complaint. In some cases, the complaint may be shared with Te Kāhui Kahu.

Where a complaint or dispute arises between you and a household in your service, this must be managed to resolution through your internal dispute resolution process. Where appropriate, the Independent Dispute Resolution Service should only be used as an escalation option (if your internal process does not resolve the issue).

Independent Dispute Resolution Service

The IDR Service can only be used to resolve issues that you and households have with transitional housing accommodation. The housing agreement between yourself and the household is directly relevant. If you are lodging a complaint, you will be alleging that the household breached the housing agreement.

Issues and complaints relating to a security deposit, or a housing contribution, are outside the scope of the IDR Service.

You are required to comply with any mediated outcome and/or a determination of the IDR Service.

To lodge a complaint or dispute with the IDR Service, you can:

- email housing@fairwayresolution.com
- online Webform
- freephone 0800 77 44 08.

For further information go to <u>Transitional housing | Fair Way Resolution Limited</u>.

You can read more about the scope of the IDR Service and read the frequently asked questions here <u>Transitional housing – Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (hud.govt.nz)</u>

4.6 Damage

When a household member or visitor causes damage in a property, there are a series of funding sources that you can use to cover the cost of remediation. These are outlined below.

Insurance

Insurance requirements are outlined in your services agreement. You are required to hold insurance which has both housing and service components. HUD expects that as a minimum you will consider holding (but not limited to):

- public liability
- material damage
- directors' and officers'
- business interruption
- vehicle, asset and property insurance (for properties owned by the provider).

In the first instance, when damage has occurred to your property and the household agrees they are responsible, you should make a claim through the security deposit grant claim process⁴ (to access the security deposit). Secondly, where the amount is more than the security deposit, you should make an insurance claim. Finally, if the first two options are not successful or enough to cover the damages, you can make a claim from HUD through your services agreement (see below under 'Costs covered by the security deposit' for more detail).

Security deposit

A security deposit is to help safeguard you in the event there are losses or damages caused by the household, guests or visitors. If the household has been granted a security deposit by MSD, the amount will be available to be claimed, if required, during, or at the end of the household's stay, provided the household agrees. It can't be used by you or the household for any other purpose.

MSD must approve security deposit grant amount

MSD will make the decision on whether to approve the security deposit for a household, generally before the household starts its stay.

Before doing so, MSD must be satisfied the amount of security deposit required by you is reasonable. MSD has guidelines for providers on the maximum amount usually granted; see: security deposit must be a reasonable amount.

You will need to advise MSD through THVM of the security deposit amount you have agreed with the household, before its stay. This is done within the comments section when making a placement. If the required security deposit exceeds the maximum amount in MSD's guidelines, you will need to provide reason(s) for this. Refer to appendix seven for a screen shot.

⁴ Note, the primary purpose of the SNG is to cover damage claims, much like a bond with the Residential Tenancies Act 2020.

Depending on the reason given, MSD may need to contact you for further information before deciding whether a grant can be approved.

Claiming for loss or damage under the security deposit

If a member of the household, or a visitor has caused loss or damage, you must discuss this with them. A household is responsible for a visitor's damage. If the household member agrees there has been damage, you must complete a security deposit <u>claim</u> form and submit it to a local Work and Income office, along with an invoice for MSD to pay.

Work and Income has more information on the security deposit.

If the household fails to formally 'check out' of the property, you are not required to discuss the costs of any damage with the client. You can submit the declaration and invoice in person at the local Work and Income office or upload it through THVM. On receipt of the invoice and declaration, the local Work and Income office can pay you up to the amount of the security deposit originally approved at the start of the household's stay.

Where a client has ended their stay with you, you have up to three months to make a claim with MSD for loss or damage under the security deposit, using the <u>security deposit claim</u> form.

Costs covered by the security deposit

The security deposit can cover actual and reasonable costs such as, but not limited to, any breakages or damages caused by the household (or their visitors) to the property, whether intentional or accidental, such as damage to walls, doors, curtains or furnishings (note, this does not include deterioration which is general wear and tear, as this is usually a property owner's responsibility).

You must check for any loss or damages (against photographs of the property that were taken when the transitional housing service started) and discuss these with the household before they leave the property.

If there are any losses relating to failure of the household member to meet his or her obligations to you under the housing agreement, the security deposit can cover these too. For example:

- the cost of replacement of items (furnishings or fittings) that the household member has removed from the property
- any excessive cleaning charges due to the property being left in an unacceptable state (this must be over and above the normal level of cleaning required)
- household contribution arrears (unpaid accommodation costs)
- insurance excess for a claim for damages/loss
- cost of replacement property key(s).

If MSD pays any of the security deposit on the household's behalf and the household doesn't agree with the amount they've been charged, this will be a dispute between you and the household, not MSD.

The household will need to resolve this dispute directly with you through your normal dispute resolution process. The IDR Service cannot be used to resolve disputes about the security deposit or household contributions.

The security deposit cannot be used to cover:

- telephone, internet or pay-television charges
- mini-bar
- laundry charges
- meal charges
- storage of additional goods (for example, car parts, recreational equipment etc...)
- car parking
- power charges
- · methamphetamine testing
- · water charges.

There are some costs you will not be able to invoice MSD under the security deposit, these include:

- more than the agreed amount of the security deposit
- loss or damage identified after a household has moved out of the property if they met with you and you inspected the property before they moved out
- where the household disagrees with the amount of, or responsibility for, the costs of loss or damage
- damage or loss that is older than three months
- where costs are not actual and reasonable
- where costs are for fair wear and tear.

In these instances, you'll need to follow this up with the household (or your insurance company where the amount is more than the security deposit), except where costs are for fair wear and tear. Where a security deposit does not cover damage costs, you may be able to request maintenance costs from HUD up to the amount specified in your services agreement. Please note you cannot claim household contribution arrears from the maintenance costs.

5.0 Ending a transitional housing service

You will need to update THVM when a household leaves your accommodation service⁵. This will allow MSD to ensure that any redirection of benefit is stopped from the appropriate date.

The following information will be useful for the update:

- the date the client left the service
- the reason why they left
- what type of accommodation the client has found (if known)
- the new address of the client (if known).

In THVM, once the household has exited the property it will automatically revert to being vacant and will be available for new referrals.

If the property is not available for a new household, you need to update the status of the property to 'out of use' and provide the reason.

When the property becomes available, you need to update the property by marking it 'for use'.

Where possible you should conduct an exit interview with the household.

5.1 Transitioning households from your service

Households should be encouraged, where possible, to move into accommodation that is considered or will lead to longer-term, sustainable private accommodation (rental, boarding and home ownership).

In your work with the household (and MSD) you may be able to identify if the household needs products and services to help sustain private accommodation for example, financial and household support. You may not sell or provide furniture from your service to the household.

There are a range of <u>products and services</u> that can support households into private accommodation. These include <u>support for moving house</u> (e.g., bond and relocation) and for <u>ongoing housing costs</u> (for example, repairs, maintenance, keeping the home warm).

You are required to offer the household support for their transition to new housing. If the household accept, your support should identify and address any issues that may affect the sustainability of their housing, and for no more than 12 weeks after they have left your service.

Transitioning a client into social housing

For some households, it may be appropriate to transition into social housing. In these cases, you must support them to apply for social housing and ensure they are assessed.

Where they are already on the Housing Register you must ensure their application is up to date. If you are the appointed agent for the household, or the household has completed the <u>housing privacy consent form</u>, you can contact MSD to update their circumstances.

⁵ In contrast to any ongoing support services that may be provided to the household.

5.3 Early exits⁶ for households in transitional housing

Security of tenure is important for households. Therefore, any early exits that you initiate should only happen where necessary and as a last resort.

Before early exiting a household, assess whether alternative options could improve the situation. Options include:

- assigning a different social worker/navigator, for example where a household ceases engagement with their current social worker/navigator, to better enable their participation in the service
- connecting the household with support that helps address complex needs (for example, addiction or mental health services)
- transferring the household to another property in your stock, for example where the household's behaviour is related to their environment (motel to a standalone property)
- transferring the household to another provider within your network who can better meet their needs (you'll need to work with the provider directly to arrange a transfer to their service)
- exploring all your other internal solutions.

If none of the mentioned alternatives are suitable and an early exit is necessary, you must inform your HUD Relationship Manager and MSD where possible before issuing the exit notice. You will also need to confirm that you've thoroughly considered the steps above prior to making your decision.

Unless there are exceptional circumstances such as immediate safety concerns, you must exit households as close to 10am as possible and must not exit households on weekends or public holidays so that the household has time to engage with MSD.

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⁶ When a household has moved to alternative housing, the household or a household member has died, the property has been abandoned or there has been a breach or breaches of the housing agreement.

6.0 Administrative information and requirements

This section outlines administrative systems and requirements for Providers around information management, child support, and monitoring and reporting.

Temporary Housing Vacancy Management tool

THVM provides MSD with real-time visibility of transitional housing places and is now available in each region. You can get access to THVM, or cancel staff access if they leave your organisation, by emailing MSD at TH vacancy management@msd.govt.nz.

Most of your transitional housing processes are undertaken through THVM (for example, vacancies, referrals and placements). THVM does not replace normal administrative processes (for example, contract management, invoice generation, or complaints management). This information will still need to be sent to your HUD Relationship Manager.

Further information about THVM can be found here:

- Demonstration: <u>THVM BOS Demo (vimeo.com)</u>
- User guide: thvm-tool-user-guide-for-providers.pdf (msd.govt.nz)
- Frequently asked questions: <u>th-provider-faqs.pdf</u> (msd.govt.nz)

ShareFile7

THVM has replaced Sharefile. However, where you are not able to use THVM, for whatever reason, you may still use Sharefile. It is expected this would only be in limited scenarios.

6.1 Managing household information

You must comply with the Privacy Act 2020 when collecting, sharing, storing, using, and disclosing client information.

MSD will only ever share household information with you that is relevant to the service you provide. The information provided should only ever be used for this purpose. Household information must not be accessed by anyone without the appropriate authority to do so.

Only THVM (or ShareFile where necessary) maybe used to share client information. No client information is to be sent via any other method such as email, fax, post and courier or in person, between you and MSD or HUD.

If you believe there has been a breach of the <u>Privacy Act 2020</u>, you must notify your HUD Relationship Manager immediately.

Correcting inaccurate household information

If a household informs you that the information you hold about them is incorrect or incomplete, you will need to correct the information or attach a statement to their record stating the correction sought by the household.

If the incorrect information has been provided by MSD, you are required to inform MSD about the correction/s. Where appropriate, you should advise the household to contact MSD if they wish to have the information corrected in MSD's records.

⁷ An earlier record-sharing/storage file system.

Requesting household information

You are required to provide the household with any information you hold about them if requested.

Storage and security of household information

If you need to store client's personal information, including information provided by MSD, you must ensure that the information is safeguarded against:

- loss
- unauthorised access, use, modification or disclosure
- other misuse.

Electronic storage

When storing household information electronically, you must ensure that all access to your network and any information is password protected. Your organisation must have in place processes to mitigate the risk of unapproved access, including regular password protection updates. Each of your users must have a separate account. Passwords are not to be shared and must conform to NZISM 2015 complexity rules, which are:

- a minimum password of 16 characters with no complexity requirement; or
- a minimum password length of ten characters, consisting of at least three of the following character sets:
 - lowercase characters (a–z)
 - uppercase characters (A–Z)
 - o digits (0–9)
 - punctuation and special characters.

When a user leaves your organisation their ShareFile access will need to be removed. You will need to contact your HUD Relationship Manager.

Physical storage

When not in use physical copies of household's personal information, records and documents must be kept in a locked storage receptacle.

Disposing of information

You must not keep a household's personal information provided by MSD for any period longer than for the purpose it was provided for.

When disposing of a household's personal information you must take all reasonable steps to safeguard against interception, misuse, and disclosure.

A household's personal information must be disposed of in one of the following ways:

- hard copies must be disposed of in a secure destruction/shredding bin (not a regular bin) or through a document destruction agency
- electronic documents must be deleted permanently.

6.2 Protecting household privacy

Households referred by MSD will show whether the client and household members have given consent within the referral you receive in THVM. You will not receive a referral if the household has not given their consent.

In the case of a self-referral or third-party referral, households should complete the housing privacy consent form. MSD will not disclose any information to you until the household has completed and signed a housing-privacy-consent form.

Once signed by the household, the forms should be sent to MSD via THVM.

Disclosure of personal information to HUD

You must include the following statement in your existing privacy statements, consent forms, or applications forms:

"As part of delivering housing services, we are required to disclose some personal information about you to Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD). HUD regulates New Zealand's housing system and is responsible for funding the housing services we deliver. The personal information we disclose to HUD varies according to the services you use, but may include your name, gender, date of birth, ethnicity, number of dependents, and information about your use of services.

HUD will use this information to manage our operational functions and for research and monitoring purposes. You have the right to ask for a copy of any personal information HUD holds about you, and to ask for it to be corrected if you think it is wrong, by contacting privacy@hud.govt.nz".

You can read HUD's privacy statement here.

Conflict of interest

Your organisation should have internal processes to manage any conflicts of interest as they arise. For example, if you or another employee of your organisation receives a household's personal information and recognises that the household is personally known by or related to the employee, the person should cease all work with that household and inform their manager immediately.

This ensures there is no potential conflict of interest around how household information is used, decisions are made impartially, and the risk or appearance of bias is managed.

6.3 Reporting and monitoring

HUD will monitor your service on an annual basis or as otherwise agreed in writing. Monitoring of the service will be based on performance measures as per your services agreement.

Other monitoring requirements

Consistent monitoring of the household's contributions is required to ensure they do not fall into arrears. Providers are expected to work closely with households to prevent this happening. For example, after two consecutive weeks of arrears/unpaid contributions, you should contact MSD for assistance to alleviate the issue with the household.

6.4 Business continuity

Business continuity plans must be in place for exchanging information when business-asusual processes are unavailable.

Provider business continuity plan

You must have a current business continuity plan that clearly details your capacity and capability to deliver services when your IT system/network is unavailable or in the event of an emergency.

Your plan should include:

- resource gaps and plans to cover these
- any support you require to cover the period of emergency management
- agreement on who will contact households and how they will contact them
- agreement on how your clients will be managed through a delay or emergency.

THVM business continuity plan

If THVM is unavailable, the exchange of client information will occur via an encrypted flash drive referred to as the iron key process as described in appendix five.

HUD/MSD will notify you if you need to use this process.

Appendix one: Definitions

The table below outlines the commonly used terms and their definition used throughout these guidelines.

Term	Definition
Agent	A nominated person or organisation that can act on behalf of an MSD client.
Assessment	Assessment of eligibility and suitability to enter into a service supplied by a provider.
Temporary Housing Vacancy Management tool	A database that allows MSD frontline staff to search for vacant contracted places with providers that are available to address a client's housing need.
Beneficiary	A recipient of a main benefit, New Zealand Superannuation (NZ Super) or Veteran's Pension – excludes student allowance.
Non-beneficiary	A person not receiving a main benefit, NZ Super or Veteran's Pension but who may be receiving ongoing financial support (for example, student allowance, childcare assistance etc)
Change in circumstance	Change to a person's financial or family situation that may affect their application for social housing; their entitlement to financial assistance from MSD or their contribution (including people that are not MSD clients).
Contracted provider	A transitional housing provider who is contracted by HUD to provide services for people who need immediate housing.
Transitional housing	Transitional housing (including contracted motels) provides warm, dry, short-term accommodation for people and families who don't have anywhere to live. This includes support services which are tailored to the household's needs.
Security deposit grant	A payment made by MSD to help individuals and families with the cost of staying in short-term commercial accommodation if they are unable to access transitional housing, private rental or other alternative accommodation.
Contribution for transitional housing services	Twenty five percent of a client's net income paid on a weekly basis as a contribution to receiving transitional housing services.

Housing manager	The liaison between Providers and MSD who deals with client administration.
Iron key	Is a secure portable USB flash drive to collect and exchange information between MSD and contracted providers. This applies only when MSD's business continuity plan has been activated.
Longer-term housing	An accommodation solution which is longer than three months and is sustainable for the client. It may include alternative housing (for example, rental, flatting or boarding in private market, home ownership) or social housing.
Maintenance costs	Funds that can be applied for (to HUD) by the provider as a last resort for damages (that cannot be met by other means). Further details are in the services agreement.
Vacant contracted place	A vacant contracted place can be for an individual or family. A vacant contracted place for an individual will only require one bed, while a place for a family will obviously need more than one bed.
Redirection of benefit	Where part of a client's benefit is paid directly to an organisation, or to a provider for a client contribution.
Referral	A client referred to a contracted provider for assistance with a housing need.
ShareFile	The secure portal used for transfer of client information between the MSD, HUD and providers.
Short-term housing	Temporary accommodation that provides a stable place for the individual or family with an immediate housing need to stay while their needs can be understood and addressed and until a longer-term accommodation solution can be found. Tailored support services can also be provided to eligible individuals and whānau.
Social housing register	Comprised of the housing register, which is made up of applicants who are waiting for the allocation of a public house (also called social housing); and the Ttransfer Rregister, which is made up of social housing tenants whose current homes no longer meet their requirements because they've had a change in circumstances.
Vacancy	An available place that can be occupied immediately.

Appendix two: Content requirements for housing agreements

Each housing agreement must, at a minimum, cover the following matters *in a manner* consistent with the provider's transitional housing services agreement (or transitional housing support services agreement) with HUD:

General

- the full name and contact details (including a mobile telephone number and email address (if any)) of the provider and the household.
- the address of the Housing.
- the date of the housing agreement, and if it is different, the date the household started using the housing.
- the provider's address for service.
- the household's address for service.
- the date on which the household's stay will end in the housing unless the housing agreement is renewed (being the later of 12 weeks from the date of the housing agreement or 12 weeks from the date of the last renewal) or an early exit occurs.
- the maximum number of occupants.
- whether any signatory to the housing agreement is under the age of 18.
- how much the household will contribute per week to the cost of the housing, the timing
 and frequency of the payment, and whether it is via a household payment into the
 provider's bank account or via the redirection of a Work and Income benefit from MSD.
- the provider's and the household's bank account details (if relevant).
- a note that the household's contribution may change if the household has a change in circumstances.
- what the household's responsibility is (if any) for utilities charges (electricity, gas, water, telephone, and internet etc).
- a reference to the relevant security deposit for the housing, which must either be in the form of a pre-approved security deposit grant by MSD or paid into the provider's bank account, to be held on trust and only utilised if damage is caused during their stay.
- a list of all of the chattels in the Housing (for example, furniture, whiteware, appliances, kitchen utensils, cookware, and lightbulbs).

- a set of photos, agreed by the Household, of the condition of the housing at the start of the household's stay.
- a statement to require all parties to take reasonable steps to reduce the damage or harm caused in the event of a breach of the Housing Agreement by the other party.
- a statement that any changes are to be recorded in writing and signed by the provider and the household.
- a statement that the provider (and their staff and contractors) and the household will treat each other with respect.

Household responsibilities

- details of the household's responsibilities:
 - pay the household contribution on time.
 - keep the housing reasonably clean and reasonably tidy, and in a condition that does not create a health and safety hazard.
 - o not interfere with the reasonable peace, comfort, or privacy of neighbours.
 - o only use the housing for residential and lawful purposes.
 - o pay all bills for utilities (for example, electricity) on time.
 - not damage or permit damage to the housing and inform the provider of any damage - and similarly, for contamination (for example, from methamphetamine).
 - pay to repair any damage caused by the household or any visitor to the household, up to the value of the relevant security deposit.
 - not alter the housing in any way without the provider's consent noting that permission may be requested for changes to be made to ensure the housing is physically accessible and physically safe.
 - o observe the programme and site-specific rules notified in writing by the provider.
 - the household must be willing to commit to looking for alternative adequate accommodation and demonstrate that they are taking reasonable steps to find accommodation, as appropriate in their circumstances (in accordance with housing agreement).
 - the household must be willing to commit to looking for alternative adequate accommodation and demonstrate that they are taking reasonable steps to find accommodation, as appropriate in their circumstances.

- comply with valid provider notices regarding entry to the housing to undertake property inspections, contaminant testing/sampling, maintenance or repairs, and to prepare for compliance with the Healthy Homes Standards; and allow emergency work to occur without notice.
- allow motel operator staff to enter (if the housing is a motel) and lightly clean your unit (and provide replacement towels and linen) in line with their obligations and schedule.
- o leave the housing clean and tidy and clear the property of all household rubbish and possessions at the end of the stay.
- o at the end of the stay, return the keys to the provider and leave any chattels supplied by the provider.
- act in accordance with any mediated outcome or decision of the Independent Dispute Resolution Service.
- o not seek to assign (or transfer) the household's right to occupy to anyone else, or to add members to the household without the provider's consent.

Provider responsibilities

- Details of the provider's responsibilities:
 - if the housing is a motel, ensure the housing is:
 - o warm, with heating available at a minimum in the main living area
 - does not have an open fire or unflued combustion heater as a heating source
 - has draught-stopping in place to block any draughts
 - is clean, tidy and dry, with no evidence of mould at the start of a household's stay
 - o is pest free, with measures in place to deter any external infestation
 - has all relevant consents and is compliant with all relevant laws.
 - provide access to:
 - safe drinking water, sanitation, washing facilities and refuse (or rubbish) disposal
 - o lighting, cooking facilities and if not on site, laundry facilities that are nearby
 - o sufficient furniture, whiteware, kitchen utensils, cookware, linen and towels (where needed) for temporary residential use.

- provide, and maintain the housing in, a good state of repair having regard to its age and character;
- maintain a 24/7 notification point which allows households to notify of any damage to or a need for repairs.
- address serious damage and repair issues that affect the safety and security of the household with urgency and in all other cases respond to the household as soon as reasonably practicable but within two business days, with a plan and remediation response time.
- ensure suitable audible alarms activated by smoke are installed in the housing that either meet or exceed the substantive requirements of the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 and be responsible for the replacement of batteries.
- undertake decontamination for methamphetamine residue where levels exceed 15ug/100cm² and otherwise comply with regulations regarding the management of methamphetamine contamination in rental housing.
- make temporary changes to ensure the physical accessibility and safety of the Housing and the Household in line with the provider's obligations to HUD under its services agreement.
- only conduct property inspections, any contaminant testing/sampling, and any
 work to conduct maintenance or repair damage or for the purposes of complying
 with or preparing to comply with the Healthy Homes Standards, between 8am and
 7pm, having given two days prior written notice to the Household. Emergency
 repair work may occur outside of these days and without notice.
- not undertake property inspections more frequently than once in any two-week period, with the provider moving to longer periods between inspections on notice to the household.
- not give written notice for contaminant testing/sampling more than 14 days before entry to the housing is intended.
- take all reasonable steps to ensure that none of the provider's other clients causes or permits any interference with the reasonable peace, comfort, or privacy of the household.
- attach any provider-specific transitional housing programme or housing sitespecific rules (including any body corporate rules) the household must comply with during their stay and a statement that these and fire evacuation procedures will be on display in the housing.
- set out how renewals and terminations will occur.

- store any household belongings for 21 days to allow for collection by next-of-kin if a household member dies during their stay.
- set out details about the raising, and resolution, of any issues, and escalation to independent dispute resolution (when required).
- comply with any mediated outcome or decision of the Independent Dispute Resolution Service.

Appendix three: Instructions and examples for calculating contributions for clients in transitional housing

How to calculate the rate

When you have confirmed the person's suitability to your service, you will need to calculate their contribution amount based on the person's income and family circumstances (refer to appendix seven).

After you have advised the person of the amount of their contribution, you will then need to let MSD know by completing and submitting the <u>redirection of benefit payment form</u>. To assist MSD to load the redirection promptly, these forms are required as soon as possible via THVM.

Clients receiving benefits with no other income

For people whose sole source of income is MSD Work and Income benefits, NZ Super, or Veteran's Pension and Family Tax Credits, the table in appendix seven shows the amount the client must pay.

The rates were calculated using 25 percent of the most applicable main benefit, NZ Super, or Veteran's Pension rate and rounded down to the nearest dollar value.

For example, Shane is married; has no children and he and his wife are in receipt of Supported Living Payment. Their net income is \$684.84 per week (as at 31 July 2024).

The weekly contribution amount for this household (married, supported living payment with no children) is \$171.00 (25 percent of net income of \$684.48).

MSD will review these benefit and pension rates every year in line with annual general adjustments to the benefit rates, or when benefits are adjusted for other reasons. The latest benefit rates can be found on the Work and Income website: Benefit rates at 31 July 2024 – Work and Income

Clients who are working or receiving benefits with other income

For people who are working or receiving benefits and other income (such as family tax credits or wages), you can calculate the rate using their actual or estimated income.

The rate of their contribution will be 25 percent of their total net income.

For example, Mary is single and receives an annual net income of \$23,920 or \$460 per week. The weekly contribution amount for Mary is \$115 per week (25 percent of net income of \$460).

Family Tax Credits

Family Tax Credits (FTC) are also considered as income for the purposes of the client contribution amount. The amount of the contribution is based on 25 percent of the Family Tax category "first or only child, regardless of the number of children.

We have calculated this amount for you as follows:

FTC 'first or only child' (as at 1 April 2024) \$144.30	FTC contribution amount per day	FTC contribution amount per week	FTC contribution amount per annum
	\$5.15	\$36.07	\$1,875.64

Clients with a shared custody arrangement may also be receiving FTC for the time that they have custody of their child/ren. To calculate the contribution amount you will need to use the daily FTC contribution rate.

For more help, see: Examples of calculating 25 percent of family tax credit entitlement

Charging less than the rate calculated

There is some discretion to charge less if you choose to do so in exceptional circumstances, such as where:

- you consider the person does not have sufficient income to cover the contribution due to bankruptcy
- the person has no income as they are waiting for MSD Work and Income to grant their benefit.

In both these situations, once the person is able to pay the full contribution, for example, in subsequent weeks, you should change the amount charged to the correct rate.

Paying the contribution: Redirections from MSD Work and Income

If the person is on a main benefit, NZ Super or Veteran's Pension, MSD can redirect the client's contribution amount to you, provided you have <u>registered with MSD Work and Income as a supplier</u>.

Note: Student allowances cannot be redirected.

You will need to discuss with the client their contribution amount and present the option to redirect a portion of their benefit (if applicable) to cover the cost of the contribution. You will need to advise MSD if the household had agreed that the contribution will be paid by redirection of benefit.

Benefit payments are paid one week in arrears. The start date of a redirection of benefit will be set up to reflect this. This generally means that contributions to your service will commence the week after the person starts in your service. The redirection forms will need to be provided promptly to MSD for payment.

If a client's benefit stops redirections cannot be made, and you will have to request payment direct from the client.

Paying the contribution: People who are working

You will need to make your own payment arrangements for people who are working and not receiving a benefit to pay their contribution, or where the client does not want a redirection in place.

Client contribution arrears

You will need to consistently monitor the client's payments to ensure the client does not fall into arrears. In cases where a client falls into arrears, in the first instance a payment arrangement should be set up. If there are arrears at the end of a stay, you will be able to claim via the security eeposit.

Utilities charges – transitional housing properties

If your service has separate charges for the cost of utilities (power, gas, internet etc) these can be charged separately.

Clients entering your service must be advised of the amount of the charge and what the charge is in relation to before they commence their stay with your service.

Typically, a utilities charge can cover:

- electricity and gas, including refilling gas bottles
- telephone and internet
- water consumption charges if the water supplier charges on how much is used.

You cannot charge a utilities fee to cover:

- property rates paid to the council
- insurance premiums for insuring the house (not the contents)
- body corporate levies if the property is part of a unit title
- hire charges for gas bottles, if the property has gas supplied by bottles as the main form of water heating and cooking.

If your service charges a utilities fee you must indicate the amount on the comments section in the placement screen in THVM separately to the client's contribution amount. You may also wish to add the utilities charge along with the client's contribution amount in the redirection of benefit payment form⁹.

Utilities charges – transitional housing motels

⁸ New Zealand Superannuation and Veterans pensions are paid fortnightly. To confirm the start date, you should call your MSD contact person.

⁹ Note, the use of this form should be limited and phased out, as its not under SNG legislation anymore.

Contracted motels are required to provide business as usual services for contracted units. Some contracted motels may have additional charges for services such as telephone, internet and laundry. If these charges do apply, then clients are required to pay these direct to the motel.

Appendix four: Incident and event template and guidance

The following template can be used to notify your HUD Relationship Manager of serious incidents or events.

Date of Incident/Event	Date serious incident or event occurred		
Date HUD was first notified of the issue	This date should ideally match the date of occurrence; if not, include details of the reason for the delay of notification e.g., an incident may have happened over the weekend and was only brought to the attention of the transitional housing provider the next working day.		
Address of place and region	Address applicable if incident occurred in a contracted transitional housing property or transitional housing motel.		
Name of provider organisation			
Service type (for example, transitional housing property or transitional housing motel)			
Detail of issue and resolution	When summarising the issue and steps taken, include important facts such as who was involved (to protect privacy, don't provide names), what happened during and after the incident/event, what steps have been put in place to address the incident and to prevent occurrence. Some examples and prompts are provided below depending on the situation: Include gender and household details (no names) e.g., Single male, M/F couple with 3 children etc Were emergency services called for example, Police, ambulance. What steps were taken by them? Are the affected parties okay? Was medical treatment required? Where is the household now and are they still in the service? If an exit from the service occurred, because of the incident, why and was the household referred to alternative accommodation? If the situation relates to health issues (including mental health) or an addiction, are they presently being supported by appropriate health providers and if not, what steps have been taken to access this support, for instance, has a referral been made? Is there a follow-up safety plan in place?		
If applicable, what are next steps?	Does follow-up need to occur? If so, by which party for example, transitional housing provider, HUD etc? Include timeframes.		

Appendix five: MSD business continuity plan

This section details the MSD's business continuity plan if THVM is unavailable.

MSD will advise you when the business continuity plan will be activated.

Business continuity process

The process outlines the method of exchanging information, not the information to be exchanged. If THVM is unavailable for an extended period, HUD may request monthly occupancy reporting from you. HUD will provide you with access to a secure file sharing portal know as Kahu. Your Relationship Manager will work with you to provide access to Kahu.

Iron key process

If MSD notifies you that the business continuity process has been put in place and the iron key process will be used, they will also advise you the name and contact details of your local 'iron key runner'.

This means that the nominated person will come to you to download and upload all forms related to:

- · successful referrals to your service
- any monthly reporting that may be due.

Under no circumstances can any client information, forms, or templates be emailed. When you have information ready to be collected, telephone your MSD nominated person and arrange a time for collection. This person will then come to your office, download the information to the iron key, and take it back to the local office where they will complete any action on the client's record(s) or on send the information to the MSD contact person. If information needs to come back to you, the nominated MSD contact person will email it to the 'iron key runner' who will contact you and arrange a time to deliver it to you. They will then download the information on to your system.

This process will continue only until the THVM issue is resolved. MSD will advise you when to revert to the business-as-usual process.

If you have any concerns about moving to the MSD business continuity plan, contact the MSD contact person or your HUD Relationship Manager.

Appendix six: Contribution amounts for beneficiaries as of 31 July 2024

Reflects impact of Budget 2024 tax changes.

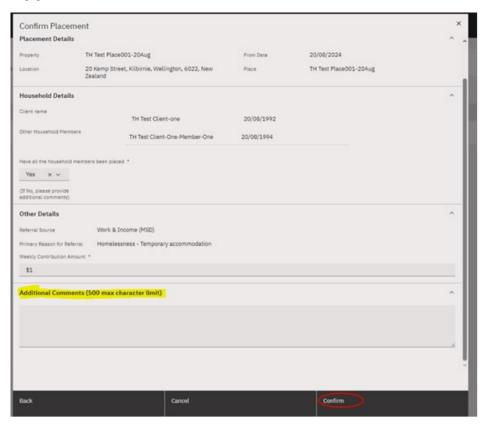
Household type	Income per week	25% of benefit income	25% of Family Tax Credit payable	Total amount of contribution (rounded down)
Youth Payment – single young person aged 16–17 years (no children)	\$307.87	\$76.97	\$0.00	\$76.00
Youth Payment – couple (no children)	\$601.46	\$150.37	\$0.00	\$150.00
Young Parent Payment – married, de-facto couple aged 16–17 years (with children)	\$635.10	\$158.78	\$36.08	\$194.00
Young Parent Payment – sole parent aged 16–17 years (with children)	\$494.80	\$123.70	\$36.08	\$159.00
Jobseeker Support – single person aged 18–24 years (no children)	\$307.87	\$76.97	\$0.00	\$76.00
Job Seeker Support – single person aged 25+ years (no children)	\$353.46	\$88.37	\$0.00	\$88.00
Job Seeker Support – married, civil union, de-facto couple (no children)	\$601.46	\$150.37	\$0.00	\$150.00
Job Seeker Support – married, civil union, de-facto couple (with children)	\$635.10	\$158.78	\$36.08	\$194.00
Job Seeker Support – single, and receiving Domestic Purposes Benefit woman alone or Widows Benefit woman alone, granted before 15 July 2013 (no children)	\$364.82	\$91.21	\$0.00	\$91.00
Job Seeker Support – sole parent (with children)	\$494.80	\$123.70	\$36.07	\$159.00
Sole Parent Support (with children)	\$494.80	\$123.70	\$36.07	\$159.00
Supported Living Payment – single aged 16–17 years (no children)	\$337.63	\$84.41	\$0.00	\$84.00

Household type	Income per week	25% of benefit income	25% of Family Tax Credit payable	Total amount of contribution (rounded down)
Supported Living Payment – single aged 18 years and over (no children)	\$402.84	\$100.71	\$0.00	\$100.00
Supported Living Payment – married, civil union, de-facto couple 18 years or over (no children) total	\$684.48	\$171.12	\$0.00	\$171.00
Supported Living Payment – married, civil union, de-facto couple 18 years or over (with children) total	\$718.14	\$179.54	\$36.07	\$215.61
Supported Living Payment – sole parent (with children)	\$552.14	\$138.04	\$36.07	\$174.00
NZ Super or Veterans Pension – single living alone	\$521.62	\$130.41	\$0.00	\$130.00
NZ Super or Veterans Pension – single sharing accommodation	\$481.66	\$120.42	\$0.00	\$120.00
NZ Super or Veterans Pension – married, civil union, de-facto (both qualify) total	\$803.48	\$200.87	\$0.00	\$200.00

Note: The contribution amounts in this table are calculated using:

- 25% of the most applicable main benefit or New Zealand Superannuation net rate; and
- 25% of the Family Tax Credit category 'first or only child.

Appendix seven: Screenshot of comments field in THVM that the provider must complete



You must state what the security deposit amount is (that you have discussed with the household) and if this amount exceeds the maximum amount, you must provide an explanation as to why, within the comments field as per screenshot below.

You must state what the security deposit amount is and if the required security deposit exceeds the maximum amount in MSD's guidelines, you will need to provide reason(s) for this within the comments field below.

