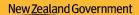


Operational Guidelines for Providers of Transitional Housing

December 2023



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1.0 Purpose of the Transitional Housing Guidelines

The purpose of the Operational Guidelines for Providers of Transitional Housing is to support you in delivering transitional housing and meeting the requirements of your Services Agreement with HUD.

The Guidelines are effective from 1 December 2023 and supersedes previous versions. Please read the Guidelines with your Services Agreement.

Definitions

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 MSD term 'clients'. Refer to Appendix One for the definition of other terms.

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

Government agencies roles and responsibilities

MSD	HUD	KĀINGA ORA
Assesses:	Funds Providers Manages: Providers Provider contracts Payments Properties* Reporting Performance Funds Motels and manages Motel contracts Supports Providers when issues arise (note, there is an independent dispute resolution service that households can utilise if required) 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
*	ility to analyze that the transitional boust	

^{*} HUD has an ongoing responsibility to ensure that the transitional housing that is provided meets the needs of what is required (i.e., in terms of quality and volumes).

3.0 Providing a Transitional Housing service

3.1 Properties/place(s) and vacancies

A property may only be used for transitional housing if it has previously been approved by HUD. This applies to newly built properties too which must be approved by HUD before being included into your Service.

Your Services Agreement provides more information on properties and what you are required to do to make them suitable for households.

Information about all approved transitional housing properties, including whether they are currently vacant or booked, is held on a register maintained by MSD. The register is used by MSD staff to determine if you have a suitable vacant place to which a household with an immediate housing need may be referred.

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

- the type of place/s available (where the Provider is contracted to provide a service to a particular client cohort/s)
- location of the place/s (if you provide services from multiple locations)
- the expected date the place/s is available from
- the number of contracted place/s
- client cohort the place/s is suitable for.

It is important that you support MSD in keeping the register up to date by providing up-todate information regarding the status of your properties and vacancies.

You are responsible for advising MSD, via your local MSD Regional Housing Manager, of any vacant contracted places that you have and the type of household(s) they are suitable for.

MSD will ensure that the THVMT¹ is updated with the new place/s and vacancy details you have provided.

Substituting properties²

You can substitute other properties in your portfolio for use as transitional housing accommodation (in line with your Services Agreement). Substituted properties should be substituted on a 'like for like' basis. Properties should (unless agreed otherwise):

- have the same typology (e.g., number of bedrooms, house type, i.e., townhouse etc...)
- be in a similar location
- have similar characteristics
- be healthy homes compliant
- meet fire safety requirements and building compliance
- comply with your Services Agreement.

Before substituting properties, you must consult with your HUD Relationship Manager.

¹ THVMT is the Temporary Housing Vacancy Management Tool, a platform for Providers to enter reporting data into. This will replace ShareFile. See section 6 for more on THVMT and ShareFile.

² This is not applicable for transitional housing accommodation provided by motels.

Changes to market rent for the property

Landlords or owners can 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 same 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 landlord or owner the rationale for the rent increase (for example, market rent valuation, extensive upgrades to the property).

Providers must give HUD at least 60 days' written notice of a desired rent increase.

HUD must approve all rent increases.

The notice must be served in writing to your HUD Relationship Manager, stating the desired increase and from when. You will be notified by HUD if this is approved.

3.2 Referrals to your service

There are three ways a person may present to your service.

- a referral from MSD; or
- self-referral; or
- a referral from a third party.

Once you have a property vacancy lodged with MSD, MSD will refer households to you that are suitable for the property. If you do not consider the referral suitable, you may consider assessing the suitability of a household who has approached you directly or who has been sent to you by a third party.

However, you must request a referral from MSD and should prioritise referrals received by MSD in the first instance.

Households will only be referred to your service where MSD is aware that you have a vacancy (based on information shared through THVMT/ShareFile).

3.3 Determining eligibility for your service

MSD referral

MSD refers households to your service following an assessment of the household's eligibility. During the assessment, MSD will confirm that:

- the household has an immediate housing need
- they are part of the target group of households that your service caters for.

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

You will need to assess the suitability of the household referred from MSD for your service.

You should consider the following as part of your assessment of the household's suitability for your service:

- The household should meet the specifications and be part of the cohort for your service as per your Services Agreement.
- The household is 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.

Your assessment should generally take up to two business days once you have successfully contacted the household.

Once you have confirmed the household's suitability for your service, you will need to advise MSD of your decision within 24 hours, through uploading the <u>Transitional Housing Referral Outcome form</u> to ShareFile or by updating the vacancy record in THVMT³.

Where a household referred by MSD is unsuitable for your service, you will need to indicate this in the form or decline the referral in THVMT – and provide an explanation as to why they are unsuitable. The household should be referred back to MSD for help to obtain other housing services.

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.

Provider determined eligibility

You can determine suitability when a household self-refers or is referred by a third party. In these cases, you are expected to complete a provider-led assessment to determine the client's need for immediate housing.

As part of your assessment, you must ensure that the household meets the applicable residency, income, asset, and age requirements. You must also verify the household's eligibility and suitability for your service. You are required to keep evidence of your assessment process.

The following table provides more detail to determine eligibility for a transitional housing place:

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:
	<u>Transitional housing funded by the Ministry of Housing and Urban</u> <u>Development - Map (workandincome.govt.nz)</u>
Income and asset	The household income is below the income limits, which are:
	https://www.workandincome.govt.nz/map/income-support/extra-help/special-needs-grant/income-limit-01.html

³ Using THVMT (where available), otherwise through ShareFile until THVMT is available.

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	Note – in exceptional circumstances, income and asset limits (which apply to Emergency Housing) can be exceeded.		
	Exceptional circumstances for income and cash asset limits - Map (workandincome.govt.nz)		
	The household has assets below the asset limits, which are:		
	https://www.workandincome.govt.nz/map/income-support/extra-help/special-needs-grant/cash-asset-limits-01.html		
Age	The household member is over the age of 18 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 located at:		
	https://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, e.g., children who can qualify for a CSC in their own right, i.e., they qualify for a Child Disability Allowance, hence have automatic entitlement).

3.4 At the beginning of a stay

When a household starts a transitional housing service, you will need to explain what their responsibilities are in a manner that allows them to understand, and arrange for the household to complete the following forms/documents:

- Housing Agreement the household is willing to comply with the terms of the Housing Agreement (see Appendix Two for Housing Agreement content requirements)
- Responsibilities and conditions of payment for clients accessing contracted transitional housing provider services form; and
- Special Needs Grant / Advance on Benefit / Recoverable Assistance form (Appendix Three)⁴.
- Redirection of benefit form to enable MSD to redirect the household contribution: 25 percent of their total income⁵.
- Provider Privacy Consent form MSD will complete a <u>Housing Privacy Consent form</u> and send this to you (with referral information). You will then complete your own privacy form with the household (if required).

You must ensure the household signs up to a Housing Agreement, as acceptance is conditional on this.

The forms in bullets three, four and five above will need to be sent to your nominated MSD staff member using THVMT/ ShareFile.

MSD will notify you (via THVMT/ShareFile) that the forms have been accepted and will determine the household's eligibility for the assistance.

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⁴ Only if applicable.

⁵ There may be some (but generally, very few) where a redirection isn't necessary.

You will not be able to make a claim against the Special Needs Grant security deposit if the above forms are not completed at the beginning of the household's stay (including identifying the amount of the security deposit in field six of the Special Needs Grant / Advance on Benefit / Recoverable Assistance form).

Contribution for transitional housing services

Households living in transitional housing should be paying 25 per cent of their total income (but not more than the applicable market rent for the property) as a contribution to transitional housing accommodation costs. You should review this if the client has a change in circumstances while in service to ensure the amount collected is correct.

The instructions and examples around calculating contributions for clients in transitional housing are shown in Appendix Four and Seven.

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 (IR) 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 the Provider.

For more information about Child Support, please see: https://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 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:

- access any support they need, such as budgeting advice or social services,
- access longer-term housing that is suitable to them and their family's 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

Reporting Health and Safety Incidents

You are required to immediately 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.

You may report serious incidents and events using your own reporting methods or the template developed by HUD (refer Appendix Five). The notification must be immediate wherever possible. In urgent situations, we recommend an initial phone call or text is made to your HUD Relationship Manager, 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 48 hours 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 the MSD, including any updates
- implement your child protection policy.

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.

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.

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

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

For more information and resources about Family Violence, go to the MSD's Family Violence, It's Not Ok website.

4.5 Complaints and disputes

You must have an internal dispute resolution process. Wherever possible, complaints and disputes should be managed to resolution through this process, with the Independent Dispute Resolution (IDR) Service only used as an escalation option.

Independent Dispute Resolution Service

The IDR Service gives you and households the option to escalate matters that cannot be resolved between the two of you.

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 other party 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 FAQs here <u>Transitional housing</u> - Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development (hud.govt.nz)

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 MSD using the Special Needs Grant⁶ (to access the security deposit). Secondly, where the amount is more than the security

⁶ Note, the primary purpose of the SNG is to cover damage claims, much like a bond with the Residential Tenancies Act 2020.

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 client, guests or visitors. If the household has been granted a security deposit for their stay with you, the amount will be available to be claimed, if required, during, or at the end of the client's stay, provided the household agrees. It can't be used by you or the household for any other purpose.

The household will need to apply for a security deposit from MSD by completing the highlighted section of the Special Needs Grant / Advice on Benefit / Recoverable Assistance Payment form (Appendix Three). MSD will make the decision on whether to grant the security deposit. However, generally households eligible for the service should be eligible for a security deposit. If the application is not made and/or not granted you cannot make a security deposit claim.

Accessing 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 (to their or their visitors damage), you must complete a <u>Security Deposit Claim form</u> 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 with the client. You can submit the declaration and invoice in person at the local Work and Income office or upload it through THVMT/ShareFile. 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.

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 general wear and tear costs, which is usually a landlord or 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 (e.g. 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)
- excess for a claim for damages/loss
- cost of replacement property key(s).

Consistent monitoring of the household's contributions is required to ensure they do not fall into arrears. Providers should 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.

More information on housing costs assistance can be found here.

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 does not cover:

- telephone, internet or pay-television charges;
- mini-bar;
- laundry charges;
- meal charges;
- storage of additional goods (e.g., 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, 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 have 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 the 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

When a household transitions or leaves your service, you will need to complete a <u>Transitional Housing Service Outcome form</u> and upload it to ShareFile or send to MSD (who will update in THVMT).

As well as the household's details you will also need to include:

- 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).

5.1 Transitioning households from your service

You are required to continue to work with the client to support them to transition from your service into longer-term accommodation for up to 12 weeks.

Clients 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).

There are a range of products and services that can support clients into private accommodation. By working with the client and MSD you may be able to identify if the client will be able to sustain private accommodation.

Transitioning a client into public housing

For some households it may be appropriate to transition into public housing. You must support them to apply for public housing and ensure they are assessed for public housing.

Where they are already on the Public 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.

5.2 Households leaving your transitional housing (accommodation) service

When households leave your accommodation service⁷ you will need to advise MSD promptly, conduct an exit interview with the household, and include the date they left. This will allow MSD to ensure that any redirection of benefit is stopped from the appropriate date.

Where you have a new vacancy to fill you must advise MSD that you are seeking a new referral. Suitable MSD referrals should be prioritised.

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

Note: Households receiving assistance from MSD are also obligated to advise MSD of changes in their circumstances.

⁷ In contrast to any ongoing support services offered.

5.3 Early exits 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 (e.g., 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 should exit households as close to 10am as possible and not on weekends or public holidays so that they have time to engage with MSD.

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 (THVMT)

THVMT provides MSD with real-time visibility of transitional housing places and will be progressively introduced to each region. You can get access to THVMT, or cancel staff access if they leave your organisation, by emailing MSD at TH vacancy management@msd.govt.nz.

THVMT will replace most of the current transitional housing processes you may be familiar with (e.g., vacancies, referrals, and placements). THVMT does not replace normal administrative processes (e.g., contract management, invoice generation, or complaints management). This information will still need to be sent to your HUD Relationship Manager.

Users of THVMT will share client information through the tool. Any information that cannot be shared through the tool will continue to be shared by ShareFile. As THVMT is embedded, you will be advised which information should go through the tool or continue to be uploaded to ShareFile.

Further information about THVMT can be found here:

- Demonstration: THVMT BOS Demo (vimeo.com)
- User Guide: thvm-tool-user-guide-for-providers.pdf (msd.govt.nz)
- Frequently Asked Questions: th-provider-fags.pdf (msd.govt.nz)

ShareFile

THVMT will progressively replace ShareFile for most information sharing activities.

The ShareFile portal is a tool for securely sending and receiving client information. You can use ShareFile to exchange client and reporting information with MSD and HUD (where you cannot use THVMT or THVMT is not available yet).

If you require ShareFile training please contact your HUD Relationship Manager for further copies of training materials.

After the national roll out of THVMT, ShareFile will continue to be used for some information sharing activities (MSD and HUD will send out communications on this as the reliance on ShareFile winds down).

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 ShareFile or THVMT 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.

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.

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 what correction was sought by the household.

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

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:
 - o 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

No information will be disclosed to you by MSD until the household has completed and signed a <u>Transitional Housing Consent</u> form.

Households referred by MSD will give you their completed form. If a household advises you that they have not completed a form, or they are a self-referral or third-party referral, there are <u>transitional housing forms</u> on the Work and Income website.

Forms signed by the household should be sent to MSD via THVMT/ShareFile.

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 (the 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 <u>here</u>.

6.3 Reporting and monitoring

HUD will monitor your service on a bi-annual basis or as otherwise agreed in writing. Monitoring of the service will be based on performance measures as per your Services Agreement.

Monthly Occupancy Report

You will be required to complete monthly reports as per the terms of your Services Agreement and upload them to the Transitional Housing Contracts folder in ShareFile.

The monthly occupancy report is due within five business days of start of the month.

It's intended that THVMT will eventually replace the need to report monthly. HUD will send out communications when this happens.

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.

ShareFile/THVMT business continuity plan

If ShareFile/THVMT 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 Six.

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.
Transitional Housing Register	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 but who may be receiving ongoing financial support (e.g., Childcare Assistance etc)
Change in circumstance	Change to a person's financial or family situation that may affect their application for public 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.
Emergency Housing Special Needs Grant (EHSNG)	A payment made by MSD to help individuals and families with the cost of staying in short-term accommodation if they are unable to access transitional housing, private rental or other alternative accommodation.
Contribution for Transitional Housing Services	25% 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 3 months and is sustainable for the client. It may include alternative housing (e.g., rental, flatting or boarding in private market, home ownership) or public 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).
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.
Public Housing Register	Comprised of the Housing Register, which is made up of applicants who are waiting for the allocation of a public house; and the Transfer Register, which is made up of public 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 <u>in a manner consistent with</u> 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 as a Special Needs 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.
 - not interfere with the reasonable peace, comfort, or privacy of neighbours.
 - only use the Housing for residential and lawful purposes.
 - pay all bills for utilities (e.g., electricity) on time.
 - not damage or permit damage to the Housing and inform the Provider of any damage -and similarly, for contamination (e.g., 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.
 - observe the Programme and site-specific rules notified in writing by the Provider.
 - 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 and lightly clean your unit (and provide replacement towels and linen) in line with their obligations and schedule.
 - leave the Housing clean and tidy and clear the property of all Household rubbish and possessions at the end of the stay.

- 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.
- 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:
 - until the Healthy Homes Standards are met (the latest date for which is 1 July 2024) and if the Housing is not 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 infestation;
 - has all relevant consents and is compliant with all relevant laws;
 - when the Healthy Homes Standards are met (the latest date for which is 1 July 2024) and if the Housing is not a motel, ensure the Housing:
 - meets the Healthy Home Standards;
 - 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 potential infestation;
 - o has all relevant consents and is compliant with all relevant laws.

- 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;
 - o has all relevant consents and is compliant with all relevant laws.

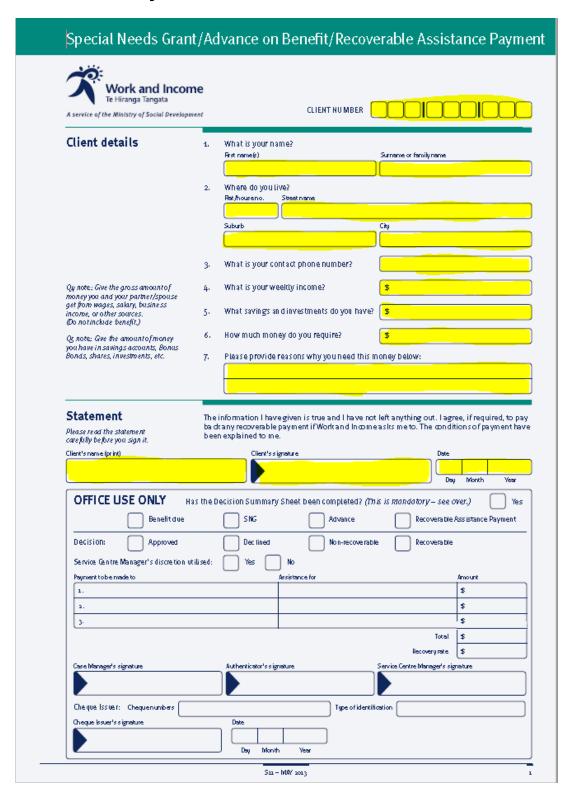
provide access to:

- 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;
- 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 2 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 48 hours' prior written notice to the Household. Emergency repair work may occur outside of these hours and without notice.

- not undertake property inspections more frequently than once in any 2-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 – Special Needs Grant / Advance on Benefit / Recoverable Payment Form



Appendix Four – 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 Redirection of Benefit Payment form. In order to assist MSD to load the redirection promptly, these forms are required as soon as possible via ShareFile.

Clients receiving benefits with no other income

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

The rates were calculated using 25% 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 \$654.04 per week (as at 1 April 2023).

The weekly contribution amount for this household (Married, Supported Living Payment with no children) is \$163.00 (25% of net income of \$654.04).

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 here:

Benefit rates at 1 April 2023 - 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% 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% of net income of \$460).

Family Tax Credits

Family Tax Credits (FTC) are considered as income for the purposes of the client contribution amount. The amount of the contribution is based on 25% of the Family Tax category "first or only child, 0 - 15 years" regardless of the number of children.

We have calculated this amount for you as follows:

FTC 'first or only child, 0 – 15 years' (as at 1 April 2023) \$136.94	Contribution	Contribution	Contribution
	amount per	amount per	amount per
	day	week	annum
\$130.94	\$4.89	\$34.23	\$1,779.96

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.

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; or
- 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, e.g. 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</u> as a supplier.

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.

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

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. Arrears at the end of a stay will need to be managed through the client seeking an SNG (Special Needs Grant, paid by MSD).

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 <u>Transitional Housing</u> <u>Referral Outcome form</u> 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 <u>Redirection of Benefit Payment form</u>.

Utilities charges – transitional housing motels

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 Five – 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	This date should ideally match the date of occurrence; if not,			
of the issue	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			
Address of place and	working day.			
Address of place and	Address applicable if incident occurred in a contracted transitional			
region Name of Provider	housing property or transitional housing motel.			
Organisation				
Service Type (e.g.,				
Transitional Housing				
property or Transitional				
Housing motel)				
Detail of Issue and	When summarising the issue and steps taken, include important			
Resolution	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 e.g., 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, as a result 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, i.e., has a referral been			
	made?			
If anythophic substantiation	Is there a follow-up safety plan in place? Dans fall			
If applicable, what are next	Does follow-up need to occur? If so, by which party e.g.,			
steps?	transitional housing provider, HUD etc? Include timeframes.			

Appendix Six – MSD Business Continuity Plan

This section details the MSD's business continuity plan in the event that ShareFile is unavailable.

The Ministry 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. Should ShareFile become unavailable, MSD will revert to exchanging client sensitive information through an encrypted memory stick known as an 'iron key'.

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 ShareFile issue is resolved. MSD will advise you when to revert back 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 Seven – Contribution amounts for Beneficiaries as at 1 April 2023

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)	\$294.18	\$73.55	\$0.00	\$73.00
Youth Payment – Couple (no children)	\$574.70	\$143.68	\$0.00	\$143.00
Young Parent Payment - Married, de-facto couple aged 16-17 years (with children)	\$606.86	\$151.72	\$34.23	\$185.00
Young Parent Payment - Sole parent aged 16-17 years (with children)	\$472.79	\$118.20	\$34.23	\$152.00
Job Seeker Support - Single person aged 18 – 24 years (no children)	\$294.18	\$73.55	\$0.00	\$73.00
Job Seeker Support - Single person aged 25+ years (no children)	\$337.74	\$84.44	\$0.00	\$84.00
Job Seeker Support – Married, civil union, de-facto couple 18 years or over (no children)	\$574.70	\$143.68	\$0.00	\$143.00
Job Seeker Support – Married, civil union, de-facto couple 18 years or over (with children)	\$606.86	\$151.72	\$34.23	\$185.00
Job Seeker Support - Single, and receiving Domestic Purposes Benefit woman alone or Widows Benefit woman alone, before 15 July 2013 (no children)	\$348.59	\$87.15	\$0.00	\$87.00
Job Seeker Support – Sole Parent (with children)	\$472.79	\$118.20	\$34.23	\$152.00
Sole Parent Support (with children)	\$472.79	\$118.20	\$34.23	\$152.00

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 16 – 17 years (no children)	\$322.61	\$80.65	\$0.00	\$80.00
Supported Living Payment – Single aged 18 years and over (no children)	\$384.92	\$96.23	\$0.00	\$96.00
Supported Living Payment – Married, civil union, de-facto couple 18 years or over (no children)	\$654.04	\$163.51	\$0.00	\$163.00
Supported Living Payment – Married, civil union, de-facto couple 18 years or over (with children)	\$686.20	\$171.55	\$34.23	\$205.00
Supported Living Payment – Sole Parent (with children)	\$527.58	\$131.90	\$34.23	\$166.00
NZ Super or Veteran's Pension – Single living alone	\$496.37	\$124.09	\$0.00	\$124.00
NZ Super or Veteran's Pension – Single sharing accommodation	\$458.18	\$114.55	\$0.00	\$114.00
NZ Super or Veteran's Pension – Married, civil union, de-facto, both qualify	\$763.64	\$190.91	\$0.00	\$190.00

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, 0 - 15 years of age.