

HOUSING STANDARDS AND MOVING (RELOCATION)

PART 1: RECTORY STANDARDS

1 General Rule

- 1(1) A Parish Corporation shall provide a rectory or housing allowance for the use of the incumbent and the incumbent's family.
- 1(2) A regular part-time Cleric is entitled to either a rectory or housing allowance on the pro-rata basis defined by the terms of the appointment.
- 1(3) A rectory shall have a kitchen, dining room, living room, a minimum of three bedrooms, a minimum of one full bath and a half-bath, a minimum of 80 square feet of the dry, storage space, and a study that is equipped with a desk/chair, a bookshelf, telephone / internet connections. The payment of charges for personal long distance telephone calls and for access of the world wide web - internet for personal purposes are the sole responsibility of the Cleric.
- 1(4) A Parish Corporation shall provide the following appliances and other movables:
 - a) An efficient kitchen stove in excellent working order;
 - b) A refrigerator of not less than twelve (12) cubic feet capacity in excellent working order;
 - c) Automatic washing and drying equipment for clothing;
 - d) Drapes or curtains for all dining and living rooms, and;
 - e) Blinds for all bedroom and bathroom windows;

2 Purposes

- 2(1) The purposes of this regulation are:
 - a) To establish minimum standards to govern the condition, occupancy and maintenance of rectories;
 - b) To provide safeguards for the safety, health and welfare of occupants and users of properties by requiring owners to repair and maintain them in accordance with established minimum standards;
 - c) For laypersons and all categories of Clerics who are not established in a stipendiary ministry;
 - d) To establish standards regarding the payment of utility bills by owners.

3 Definitions

- 3(1) In this regulation,
 - "occupant" means a person who occupies a rectory by virtue of his or her position as a Cleric, and includes his or her adult family members;
 - "owner" means the Parish Corporation or the Diocesan Synod that owns or controls the property, and includes an agent acting on behalf of the owner;
 - "property" means a rectory or part thereof, and includes accessory buildings and the land on which the rectory is located and that are used or intended to be used in connection therewith;
 - "rectory" includes any residence provided for a Cleric;
 - "standards" include all applicable Municipal, Provincial and Federal standards or regulations, and are to be considered to refer to their current form.

4 New Construction and Alterations

- 4(1) New buildings and additions or alterations must comply with any applicable municipal, provincial and federal laws. Without limiting the generality of the foregoing, the owner shall ensure that the plans meet the standards set out in the current edition of the National Building Code of Canada.
- 4(2) The owner shall, before purchasing, constructing, adding to, or structurally altering a rectory, submit an application for permission to the Diocesan Property Committee.
- 4(3) The Property Committee shall consider this application in accordance with its procedures.

5 Fire Prevention Measures

- 5(1) The installation of smoke alarms and smoke detectors shall conform to the provisions of the National Fire Code of Canada and of New Brunswick Smoke Alarms and Smoke Detectors Regulation No. 82-95 under the Fire Prevention Act. If two or more detectors are installed there shall be one of each of the ionization and photoelectric types.
- 5(2) The occupant shall not permit hazardous liquids (e.g., petroleum products, etc.) and hazardous waste (oily or paint soaked rags, etc.) to be stored in a rectory, nor shall the occupant permit the accumulation of combustible waste (e.g., paper, boxes, Christmas trees, etc.).
- 5(3) The owner shall ensure that every rectory kitchen is equipped with a wall mounted fire extinguisher of the dry chemical type suitable for Class A, B and C fires and no smaller than 1.59 kg. This unit shall be inspected and periodically recharged by the owner.
- 5(4) It is the responsibility of both the owner and the occupant to correct a fire hazard as soon as possible after such hazard comes to their attention.
- 5(5) The installation of all masonry or factory built chimneys shall conform to the minimum standards as set forth in National Building Code.

6 Plumbing and Sewage

- 6(1) Plumbing fixtures and sewage disposal shall, as a minimum standard, comply with the provisions of the National Building Code.

7 Electrical Facilities

- 7(1) Electrical installations, including the service capacity of the installation and the number and distribution of circuits, shall meet the requirements of the appropriate provincial or municipal laws, or, in the absence of such laws, shall conform to the Canadian Electrical Code.
- 7(2) Aluminium wiring shall not be used in any new installation or rewiring project. Where aluminium wiring is now installed in a property the owner and/or occupant shall immediately notify the Secretary of the Synod. An immediate inspection shall be arranged following notification to eliminate possible fire hazards. Aluminium wiring can only be safe if connected to certain approved receptacles and switches.

8 Owner's Responsibilities

- 8(1) In addition to any other owner responsibilities included in this regulation, the owner shall:
- a) Prohibit the occupation or use of any rectory or part thereof that does not conform to the standards set out in this regulation;
 - b) Ensure that a rectory is in a clean, sanitary and safe condition and free from infestation by insects, rodents, or other pests before anyone occupies it;
 - c) Pay the electrical, heating and water & sewer bills and basic telephone service of the rectory;
 - d) Be responsible for normal repair and maintenance of the rectory in accordance with the standards set out herein including, without limiting the generality of the foregoing, interior and exterior painting, renewing of floors, replacing and repairing of stoves, refrigerators and other rectory appliances or fixtures;
 - e) Establish a schedule of repairing and reconditioning of the rectory in cooperation with the regional Archdeacon and the occupant (either before or within a reasonable time after the occupant moves into a rectory);
 - f) Provide snow-ploughing services to permit access to driveways, parking areas, carports and entrances;
 - g) Provide grounds-keeping services;
 - h) Provide the following appliances and other movables:
 - i) An efficient kitchen stove in excellent working order;
 - ii) A refrigerator of not less than twelve (12) cubic feet capacity in excellent working order;
 - iii) Automatic washing and drying equipment;
 - iv) Drapes or curtains for all dining and living rooms; and
 - v) Blinds for all bedroom and bathroom windows;
 - i) Carry out any direction given by the regional Archdeacon with respect to the rectory.

9 Occupant's Responsibilities

- 9(1) In addition to any other occupant responsibilities included in this Regulation, the occupant shall:
- a) Maintain the property in a reasonably clean, sanitary and safe condition, free from infestation by insects, rodents or other pests;
 - b) Maintain lands and accessory buildings in a clean, sanitary and safe condition;
 - c) Remove kitchen waste at least once weekly;
 - d) Keep the grounds of the property reasonably neat at all times and not allow the property to be littered with unsightly material such as paper, wood waste or old automobiles;
 - e) Maintain all plumbing, cooking and refrigeration fixtures and appliances as well as other building equipment and storage facilities in a clean and sanitary condition;
 - f) Keep all exits clean, safe and unobstructed;
 - g) Be financially responsible for damage caused to property by his or her negligence or misuse or that of any person who is on the property with the permission of the occupant or his or her dependents;
 - h) Cooperate with the owner to ensure that painters and other contractors and trades people have reasonable access to carry out normal maintenance;
 - i) Not alter or change any part of the property without the consent of the owner.

10 Access

- 10(1) With the exception of the circumstances mentioned in subsections 21, 22 and 23, the owner shall not have access to an occupied rectory without the express consent of the occupant.
- 10(2) The owner shall have immediate access to an occupied rectory without the consent of the occupant in the case of an emergency involving the life or health of persons or damage or potential damage to property.
- 10(3) The occupant shall provide reasonable access to the owner at a time or times to be agreed upon at least 24 hours in advance, for the purpose of examination of the structure or systems of the property and their proper maintenance.
- 10(4) The occupant and owner shall agree upon a date and time for an annual review of the rectory property.
- 10(5) Either the owner or the occupant may, on reasonable notice, request an inspection of the property by the regional Archdeacon.

11 Rental by Owner for Other than Rectory

- 11(1) Where an owner leases a property for a purpose other than a rectory, the lease shall contain a covenant requiring the lessee to perform the same obligations as this regulation requires of an occupant.
- 11(2) The owner shall, at its discretion and where permitted by law, determine whether the rental of the property should include all or some of the obligations this Regulation requires of an owner.

PART 2: CLERIC-OWNED HOUSING

1 Where Rectory Not Available

- 1(1) Where a Parish Corporation does not own a Rectory it shall provide housing to the Cleric.

2 Principles

- 2(1) The following principles apply:
 - a) The Parish Corporation shall provide a housing allowance to the incumbent, based on the equivalent fair rental value of an adequate property for the incumbent and his or her family and including a fair value for the utilities and services that would be included if a rectory were provided. A fair rental value may be obtained from the Canada Mortgage and Housing Corporation or a licensed realtor;
 - b) If the incumbent is employed on a permanent part-time basis, the housing allowance shall be determined on a pro-rata basis;
 - c) If the incumbent decides to purchase a home, the Parish Corporation shall not be responsible for real property taxes or property insurance. These two items are usually included in a fair rental value, and as such, are covered through the housing allowance.

3 Where Rectory Available but Not Occupied by the Incumbent

3(1) Where a rectory is available but the Cleric by his or her own choice decides not to occupy it, the Parish Corporation shall adhere to the following practice:

- a) The Parish Corporation and the Cleric shall negotiate an adequate housing allowance based on the fair rental value of the existing rectory;
- b) The housing allowance shall include an allowance for heat and utility costs, which should not exceed the cost that would be incurred for these items if the rectory were occupied;
- c) In order to recover its costs, the Parish Corporation may rent the existing Rectory to a third party. In such a case the rental income received by the Parish Corporation, less any additional costs attributable to renting the rectory, shall form the basis of the negotiation of the housing allowance;
- d) Where a rectory is available but the Cleric refuses to occupy it due to its physical condition, the regional Archdeacon shall resolve the issue.

PART 3: MOVING EXPENSES

1 Moving from Outside New Brunswick

- 1(1) If a Cleric moves into the Diocese from outside, his or her moving expenses shall be negotiated with the Diocese.
- 1(2) If a Cleric who has moved from outside the Diocese leaves his or her original ministry or a similar one within the Diocese within a three (3) year period after commencement, s/he shall repay the Diocese a pro-rata share of moving expenses paid on his or her behalf: one third of the moving cost repayable for each year not served.

2 Moving within New Brunswick - Eligible Expenses

- 2(1) The payment of moving expenses for a Cleric who is relocating within New Brunswick shall be shared between the Diocese and the Cleric, based on the following considerations:
 - a) The Diocese shall designate acceptable moving companies, based on tendered price for the services required and other considerations such as quality of service and reputation. The Cleric shall use the moving company designated by the Diocese.
 - b) The Diocese shall pay the cost of moving, which shall include packing of breakable objects and insurance on contents subject to the following exceptions:
 - The Cleric shall pack all non-breakable items (e.g., books, bedding, clothing, and kitchenware) in acceptable packages;
 - The Cleric shall be solely responsible for the cost of moving (relocation) vehicles, including boats, trailers, snowmobiles, and recreational vehicles;
 - c) The Cleric shall be solely responsible for the cost of insuring calculable valuables, (e.g., jewellery, furs, art, antiques and collectibles, valuable papers, etc.).

3 Moving Within a Parish

- 3(1) Where the Parish Corporation requires a Cleric to move, the Parish Corporation shall pay all moving (relocation) expenses in accordance with the cost-sharing formula set out in s. 2(1).

4 Moving at Retirement

- 4(1) Upon provision of receipts for approved expenditures, the Diocese shall reimburse the moving expenses of a retiring Cleric up to an amount established by the Diocesan Council.

Adopted 17 September 2008