

LAWS OF TRINIDAD AND TOBAGO

HOUSING ACT

CHAPTER 33:01

	Act 3 of 1962	
	Amended by	
7 of 1965	201/1976	18 of 1980
9 of 1965	21 of 1977	*20 of 1981
12 of 1969	38/1978	*24 of 1981
6 of 1975	32 of 1978	43 of 1981
26 of 1976	143/1978	55/1981

*See note on Amendments on page 2/1.

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Note

on

Staff Provisions

(page 37)

Under section 3(2) of the Statutory Authorities Act (Chapter 24:01), the National Housing Authority has been declared a statutory authority subject to the provisions of that Act (*See* Chapter 24:01—Subsidiary Legislation). So long as this declaration remains in force, the provisions of this Act relating to staff must be read and construed accordingly.

Note

on

Adaptation

In the Regulations contained in the reprinted pages 74 to 76 of this Chapter, the references to the Income Tax Ordinance have been adapted to apply to the Income Tax Act now Chapter 75:01. Note that the references to section 18(2) of the Ordinance occurring on pages 77 to 83 below (not reprinted) must similarly be adapted so as to refer to "section 42(2) of the Income Tax Act".

Note

on

Amendment

1. This Act has been amended by Act 20 of 1981 and Act 24 of 1981 but Act 20 of 1981 and Act 24 of 1981 had not up to the date of the last revision of this Act (i.e. 31st December 1985) been brought into operation.

2. THE NATIONAL HOUSING AUTHORITY (DIRECT LOANS) REGULATIONS are amended by 37/1978 as follows:

Regulation 8

For subregulations (3), (4) and (5) substitute the following subregulations:

“(3) Subject to subregulations (4) and (5) the loan shall be ninety-five per cent of the lending value.

(4) The maximum amount of the loan that may be made to any person shall be—

- (a) where the loan is for a purpose specified in section 19(a), (b) or (c) of the Act the amounts set out in subregulation (5); and
- (b) where the loan is for a purpose specified in section 19(d) of the Act, one-half of the amounts set out in subregulation (5).

(5) The maximum amount of the loan that may be made under subregulation (4) shall be determined as follows:

- (a) not more than sixty thousand dollars, where the monthly income exceeds eight hundred and forty-five dollars but does not exceed one thousand dollars;
- (b) not more than eighty thousand dollars, where the monthly income exceeds one thousand five hundred dollars but does not exceed two thousand dollars; and
- (c) not more than one hundred thousand dollars where the monthly income exceeds two thousand dollars but does not exceed two thousand five hundred dollars.”.

3. THE NATIONAL HOUSING AUTHORITY (SOFT LOANS) REGULATIONS are amended by 36/1978 as follows:

Regulation 3

For regulation 3 substitute the following regulation:

“3. (1) Any family—

- (a) whose joint income falls within the limits specified in subregulation (2); and
- (b) who is in possession of residential freehold or leasehold land, the minimum size of which is not less than three thousand two hundred square feet in sewerred areas and five thousand square feet in other areas,

may apply for a soft loan up to the amounts specified in subregulation (2) on the form supplied by an approved agent.

(2) The maximum loan for which a family is eligible under these Regulations shall be—

- (a) fifteen thousand dollars, where the joint income per month does not exceed five hundred dollars; and
- (b) forty-five thousand dollars, where the joint income per month exceeds five hundred dollars but does not exceed eight hundred and forty-five dollars.

Eligibility for
soft loans.
[36/1978].

(3) Notwithstanding subregulation (1) a family not already in possession of residential land may apply for a soft loan where the Authority offers leases under section 40 of the Act.

(4) The income limits specified in subregulation (2) shall be increased by the sum of eighty dollars for every dependent child after the first and by twenty-five dollars for every dependent relative living with the applicant.

(5) For the purpose of these Regulations the family unit shall consist of applicant, spouse and child, but where the applicant is a single person the family unit shall include such dependent relatives as the Committee may specify."

Corrigenda

(a) At page 41—

(i) under the marginal references to the title, "National Housing Authority (Direct Loans) Regulations", insert the reference "37/1978";

(ii) add the following footnote: "For amendments to the Regulations, by 37/1978, see page 2/1".

(b) At page 43—

(i) in regulation 8, under the marginal reference "199/1976", insert the reference "37/1978";

(ii) add the following footnote:
"For amendments to regulation 8 by 37/1978, see page 2/1".

(c) At page 58—

(i) under the marginal reference to the title "National Housing Authority (Soft Loans) Regulations" insert the references "36/1978" and "55/1981".

(ii) under the marginal note to regulation 3(1), insert the reference "36/1978".

(d) For the word "Regulation" occurring in the following regulations, substitute the word "regulation".

(i) at page 61 in regulation 15(1), in line 5;

(ii) at page 86 in regulation 7(2), in line 1;

(iii) at page 91 in regulation 14(3), in line 1;

(iv) at page 91 in regulation 15(2), in line 1;

(v) at page 93 in regulation 21(3), in line 1;

(vi) at page 94 in regulation 24(4), in line 1.

(e) At page 85, under the marginal reference to the title, "National Housing Authority Regulations" insert the references "39/1978" and "142/1978".

(f) At page 91, in regulation 14(2), in line 2, delete the word "he".

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HOUSING ACT

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CHAPTER 33:01

HOUSING ACT

3 of 1962.

An Act to create a National Housing Authority to replace existing statutory bodies dealing with housing, and to revise, consolidate and extend the laws relating to the encouragement of construction of dwelling-houses and home ownership, and for matters incidental thereto.

Commencement.
76/1962.

[7TH AUGUST 1962]

PRELIMINARY

Short title.
Ch. 33, No. 1
(1950 Ed.).

1. This Act may be cited as the Housing Act and shall be read as one with the Income Tax Ordinance.

Interpretation.
[7 of 1965].

2. In this Act—

- “approved housing company” means a corporation approved as a housing company under Part V;
- “Authority” means the National Housing Authority established by this Act;
- “family housing unit” means a unit providing therein living, sleeping, eating, food preparation and sanitary facilities for one family, with or without other essential facilities shared with other family housing units;
- “family of low income” means a family that receives a total family income that, in the opinion of the Authority, is insufficient to permit it to rent housing accommodation adequate for its needs at the current rental market in the area in which the family lives;
- “flat” means a separate and self-contained set of premises constructed for use as a dwelling and forming part of a building from some other part of which it is divided;
- “house” means any premises used as a separate dwelling or premises of a type suitable for use as a separate dwelling and includes—
- (a) a part of a building occupied or intended to be occupied as a separate dwelling; and
 - (b) a flat;
- “housing project” means a project, together with the land upon which it is situated, consisting of one or more houses, together with any public space, recreational facilities, commercial space and other buildings appropriate to the project;
- “low-rental housing project” means a housing project undertaken to provide decent, safe and sanitary housing accommodation complying with standards approved by the Authority, to be leased to families of low income or to such other persons as the Authority, under agreement with the owner designates, having regard to the existence of a condition of shortage, overcrowding or congestion of housing;
- “newly constructed house” means a house the construction of which was begun after 31st December 1957;
- “owner” includes the lessee under a lease having a term extending beyond the maturity date of a mortgage thereon for a number of years sufficient in the opinion of the Authority to provide adequate security for a loan made under this Act;
- “purchase” in relation to a dwelling house means the purchase of the fee simple estate or of a term of years absolute in the dwelling house and the land on which that dwelling house

stands and includes, where a dwelling house stands on State Lands, the purchase or lease of the dwelling house from the person who erected or caused the dwelling house to be erected thereon or from any other person having the beneficial interest in the dwelling house and "purchase price" has a corresponding meaning;

"rental housing project" means a housing project built for rental purposes;

"sale" in relation to a dwelling house means the sale of the fee simple estate or the assignment for valuable consideration of a leasehold interest in the dwelling house and the land on which it stands and includes, where the dwelling house stands on State Lands, the sale of the dwelling house by the person who erected or caused the dwelling house to be erected thereon or by any other person having the beneficial interest in the dwelling house, or the assignment for valuable consideration of a lease thereof;

"Treasury" means the Minister of Finance and includes such other officer or officers in the Ministry of Finance as may be deputed by the Minister to exercise powers and to perform duties under this Act.

PART I

ADMINISTRATION

Establishment of Authority

Establishment
and
incorporation of
Authority.
[9 of 1969].

3. (1) There is hereby established a body corporate to be known as the National Housing Authority.

(2) The Authority shall consist of no fewer than five nor more than nine members appointed by the President. Of the members, five shall be appointed from amongst persons who have special qualifications in, and have had experience of, matters relating to engineering, architecture, accountancy, finance, law, economics or business management.

(3) The President shall appoint a chairman and a deputy chairman from among the members of the Authority.

(4) A member of the Authority, subject to subsection (5), holds office for such period, not exceeding two years, as the Minister may direct.

(5) A member of the Authority may at any time resign his office by instrument in writing addressed to the chairman, who shall forthwith cause it to be forwarded to the Minister.

(6) The appointment of any member of the Authority and the termination of office of any person as a member whether by death, resignation, revocation, effluxion of time or otherwise, shall be notified in the *Gazette*.

(7) The headquarters of the Authority shall be in the City of Port-of-Spain.

4. (1) The seal of the Authority shall be kept in the custody of the chairman or the deputy chairman or of the secretary of the Authority and may be affixed to instruments pursuant to a resolution of the Authority and in the presence of the chairman or the deputy chairman, and of one other member, and the secretary.

Custody and use of seal.

(2) The seal of the Authority shall be authenticated by the signature of the chairman, or the deputy chairman, and the secretary of the Authority.

(3) All documents, other than those required by law to be under seal, made by, and all decisions of, the Authority may be signified under the hand of the chairman, or the deputy chairman, or the secretary of the Authority.

(4) Service upon the Authority of any notice, order, or other document shall be executed by delivering the same or by sending it by registered post addressed to the secretary of the Authority at the office of the Authority.

5. (1) The chief executive officer (that is, the officer responsible for carrying out the decisions of the Authority) shall, unless the Minister otherwise directs, attend all meetings of the Authority but he shall not have any right to vote.

Chief executive officer and co-opted persons to attend meetings. [9 of 1969].

(2) The Authority may co-opt any one or more persons to attend any particular meeting of the Authority for the purpose of assisting or advising the Authority, but no such co-opted person shall have any right to vote.

(3) Where any person is co-opted under subsection (2), the Authority may, with the approval of the Minister, by resolution declare the remuneration and allowances of such person and such sums shall properly be payable out of the funds and resources of the Authority.

Appointment
and
remuneration of
committee.
[21 of 1977].

6. (1) The Authority may appoint committees to examine and report to it on any matter arising out of or connected with any of its powers and duties under this Act.

(2) Any committee appointed by the Authority shall consist of at least one member of the Authority together with such other persons, whether members of the Authority or not, whose assistance or advice the Authority may desire.

(3) Where persons, not being members of the Authority, are members of a committee appointed under this section, the Authority may with the approval of the Minister by resolution declare the remuneration and allowances of such persons, and such sums shall properly be payable out of the funds and resources of the Authority.

(4) The Authority may by resolution reject the report of any such committee or adopt it either wholly or with such modifications, additions or adaptations as the Authority may think fit.

Accounting of
Authority.

7. (1) All decisions, orders, rules and regulations relating to the financial operations of the Authority and authorised by this Act shall be made by resolution of the Authority at a meeting thereof and shall be recorded in the minutes of the Authority.

Ch. 69:01.

(2) The accounts of the Authority shall be audited in accordance with the Exchequer and Audit Act as if Parliament had made a direction under section 31(1) of that Act.

(3) After the end of each financial year of the Authority, the Authority shall, as soon as its accounts have been audited, cause a copy of the statement of account to be transmitted to the Minister, together with a copy of the report made by the Auditor General on that statement or on the accounts of the Authority.

(4) The Minister shall cause a copy of every statement and report to be laid before Parliament.

Policy.

8. The Authority shall be responsible for the execution and carrying out of the policy of the Government in relation to housing, and in the exercise of its functions, powers and duties is subject to any directions given to it by the Minister.

Research and Planning

Duties of
Authority.
[12 of 1969].

9. The Authority may cause investigations to be made into housing conditions and the adequacy of existing housing accommodation in Trinidad and Tobago or in any part thereof and may

cause steps to be taken for the distribution of information leading to the construction or provision of more adequate and improved housing accommodation and the understanding and adoption of community plans in Trinidad and Tobago.

10. (1) The Authority may, with the approval of the Minister—

Powers of Authority.
[12 of 1969
21 of 1977].

- (a) cause to be prepared, and undertaken, directly or in co-operation with any Ministries or agencies of the Government or with any other Government or with any university, educational institution or person, programmes of technical research and investigation into the improvement and development of methods of construction, standards, materials, equipment, fabrication, planning, designing and other factors involved in the construction or provision of improved housing accommodation in Trinidad and Tobago and co-ordinate the programmes or measures with other similar programmes or measures undertaken in Trinidad and Tobago with special reference to housing accommodation for families of low income;
- (b) conduct competitions to secure plans, designs and specifications that in its opinion are suitable for housing to be constructed at low cost, and purchase the plans or otherwise compensate persons taking part in the competitions;
- (c) make provision, in such manner as it deems advisable or in co-operation with any department or agency of the Government, or with any other Government or with any university, educational institution or person, for promoting training in the construction or designing

of houses, in land planning or community planning or in the management or operation of housing projects;

- (d) construct housing units for experimental purposes upon land owned by the State or to be acquired for such purpose;
- (e) acquire houses, land or housing projects by way of purchase, lease or otherwise;
- (f) sell, lease, exchange, or otherwise dispose of real or personal property acquired by it pursuant to this Act;
- (g) participate with local authorities in housing projects;
- (h) make direct loans or soft loans and give guarantees for repayment of mortgages on houses;
- (i) enter into a contract with a manufacturer of plumbing or other component parts of houses for the experimental production of that equipment or component parts in accordance with standardised designs that in the opinion of the Authority, may be manufactured or produced at low cost;
- (j) enter into contracts to carry out and do other acts or things incidental to the purpose of the Authority;
- (k) directly or by contract—
 - (i) install services in and effect improvements to or in respect of land acquired by it and develop and lay out the land for housing purposes;
 - (ii) construct, convert or improve housing projects;
 - (iii) acquire building materials and equipment and other personal property for use in connection with housing projects;

- (iv) hold, operate, manage, maintain, supervise, alter, renovate, add to, improve, repair, demolish and salvage properties acquired by it.

(2) The Authority may, with the approval of the Minister, enter into a contract with a manufacturer referred to in subsection (1)(i), to underwrite or guarantee the sale, at such price as may be agreed upon and specified in the contract, of the equipment or component parts referred to in that subsection, manufactured or produced for installation or use in rural homes if the manufacturer manufactures or produces the equipment or component parts in such volume as may be agreed upon and specified in the contract; and the Authority may, with the approval of the Minister, enter into contracts with the manufacturer or any other person for the sale or distribution of the equipment or component parts in such manner as it may deem advisable.

PART II

Mortgages

11. In this Part—

“mortgage” means a mortgage held by an approved company within the meaning of the Corporation Tax Act.

Interpretation.
[18 of 1980
43 of 1981].

Ch. 75:02.

*12. (1) This Part applies to—

- (a) a newly constructed house, the cost of construction of which having regard to the normal building costs prevailing at the time of its construction, would not exceed two hundred and fifty thousand dollars, inclusive of the cost and value of the land;

Application
of this Part.
[18 of 1980
43 of 1981].

*This section was previously amended by 112/1966; 6 of 1975; 26 of 1976; 201/1976; 32 of 1978; 38 of 1978 and 142/1978.

Act 23 of 1981.

- (b) a newly constructed house that is a unit in a condominium scheme within the meaning of the Condominiums Act, 1981, the purchase price of which does not exceed two hundred and fifty thousand dollars;
- (c) any other house the purchase price of which is not more than two hundred and fifty thousand dollars, inclusive of the cost and value of the land; and
- (d) a house of the type referred to in paragraph (a), (b) or (c) the cost of repairs or improvements to which does not exceed fifty per cent of the sum specified in paragraph (a), (b) or (c).

(2) The Minister of Finance may by Order published in the *Gazette*, vary the amounts specified in paragraph (a), (b) or (c).

Condition attaching to mortgage [18 of 1980 and 43 of 1981].

13. Where the payment of a loan for the purchase or construction of a house to which this Part applies is secured by a mortgage on the house, the mortgage shall contain a condition that unless the mortgagee otherwise permits, the mortgagor shall reside in the house during the subsistence of that mortgage.

14. }
 15. }
 16. } *Repealed by Act 18 of 1980 and Act 43 of 1981.*
 17. }
 18. }

PART III

DIRECT LOANS FOR HOUSING

Direct Loans

Direct loans.

19. The Authority may, in accordance with this Part and the Regulations made thereunder, make a loan, hereinafter in this Part called a "direct loan", to a person for any or

all of the following purposes:

- (a) the acquisition of a house and land for use by him as a residence for himself and his family;
- (b) the acquisition of land and the erection thereon of a house for the use by him as a residence for himself and his family;
- (c) the erection on land held by him of a house for use by him as a residence for himself and his family;
- (d) the improvement or repair of a house for use by him as a residence for himself and his family.

20. (1) No direct loan shall be made to any person—

- (a) who has received under any enactment of Trinidad and Tobago other than this Part a loan for any purposes similar to those specified in section 19 and who has not fully repaid the same; or
- (b) who is the owner of a house except for the purposes specified in section 19(d).

Disqualification
for direct loans.
[12 of 1969].

(2) No direct loan shall be made to any person unless he signs a written declaration in the prescribed form to the effect that he is not disqualified under subsection (1) for obtaining a direct loan.

21. The Authority may attach to any direct loan such conditions as it may consider expedient but no such condition shall be inconsistent with any condition prescribed by the Regulations made under this Part.

Conditions of
direct loans.

22. An application for a direct loan shall be made in a form acceptable to the Authority and appropriate to the circumstances and shall be addressed to the Authority.

Applications for
direct loans.

See page 17 for Section 23

23. (1) The Authority may make Regulations for all or any of the following purposes: Regulations re direct loans.

- (a) prescribing all the matters that, for the purposes of this Part, are required or permitted to be prescribed;
- (b) prescribing the terms and conditions on which direct loans may be made;
- (c) prescribing the nature of the estate or interest that is to be held in the land to which the direct loan relates;
- (d) prescribing and regulating the payment of fees to the Registrar General for things done under this Part;
- (e) regulating the insurance of the lives of persons to whom direct loans are to be made;
- (f) for carrying out generally the purposes of this Part.

(2) A regulation under subsection (1)(d) has effect notwithstanding anything to the contrary in the Registrar General Act, but nothing in any such regulations prejudices the operation of that Act except as regards matters expressly provided for in that Regulation. Ch. 19:03.

Charges and Registration

24. A direct loan, the interest thereon, and all expenses recoverable from the borrower in respect of the direct loan or with any security for the direct loan, shall be secured to the satisfaction of the Authority by a first charge on the land and house in respect of which the direct loan is made, but the Authority may in any case require such additional security as it may think fit. Security for direct loans.

25. (1) Every charge contemplated by section 24 shall be by memorandum of charge substantially in the prescribed form. Registration of security.

(2) The memorandum of charge shall be forwarded on completion to the Registrar General and a copy of the memorandum certified by an officer of the Authority shall be supplied by the Authority to the borrower without payment of any fee.

(3) Upon receipt of a memorandum of charge pursuant to this section, the Registrar General shall file it in a register kept for the purpose, and that register shall be open to inspection by the public on payment of the prescribed fee.

(4) Where an estate or interest to which a memorandum of charge relates is held under the Real Property Ordinance, the Registrar General shall also indorse a reference to the Ch. 27. No. 11. (1950 Ed.).

memorandum of charge on the appropriate State grant or certificate of title.

Ch. 27. No. 11.
(1950 Ed.).

(5) Where an estate or interest to which a memorandum of charge relates is not held under the Real Property Ordinance, the memorandum of charge upon being duly filed by the Registrar General pursuant to subsection (3)—

(a) has, in every way from the time of the filing, effect as though it were a deed of mortgage duly executed and attested and as such duly registered under the Registration of Deeds Ordinance; and

Ch. 28. No. 2.
(1950 Ed.).

(b) is good and effectual both at law and in equity according to the priority of time of its filing against every other assurance or disposition of the same estate or interest or any part thereof and against all judgment creditors of the chargee.

Ch. 27. No. 11.
(1950 Ed.).

(6) Where an estate or interest to which a memorandum of charge relates is held under the Real Property Ordinance, the memorandum of charge duly filed by the Registrar General—

(a) has, in every way from the date of the indorsement under subsection (4) of the State grant or certificate of title, effect as though it were a memorandum of mortgage duly registered under the Real Property Ordinance; and

(b) is entitled to priority in the manner provided by section 45 of the Real Property Ordinance.

Discharge of
security.

26. (1) On the repayment of all sums due under a memorandum of charge the Authority shall issue a receipt duly sealed with the seal of the Authority and substantially in the prescribed form, and thereupon the estate or interest charged, if it is not held under the Real Property Ordinance, vests, without reconveyance or other formality, in the person entitled to the equity of redemption.

Ch. 27. No. 11.
(1950 Ed.).

(2) Where the estate or interest is held under the Real Property Ordinance, the Registrar General shall, upon the production to him of a receipt under subsection (1), endorse upon the memorandum of charge filed by him and against the endorsement, if any, previously made by him on the State grant or certificate of title, a memorandum to the effect that the mortgage has been discharged; and the Registrar General shall sign that endorsement and thereupon the land or portion of land described in the memorandum ceases to be subject to or liable for any moneys secured by the memorandum.

27. Except as may otherwise be prescribed, no fee is payable to the Registrar General for things done in his office under section 24, 25 or 26.

Registration
fee.

Exemption from Stamp Duties

28. Notwithstanding anything to the contrary in the Stamp Duty Act, every memorandum of charge or receipt contemplated by section 24, 25 or 26 respectively, is exempted from stamp duty.

Stamp duty
exemption.
Ch. 76:01.

Offences and Penalties

29. (1) Any person who—

Summary
offences.

- (a) in any application or declaration under this Part makes a statement that is false in any material respect;
- (b) uses the proceeds of a direct loan or any part thereof for a purpose other than that stated in his application for the loan; or
- (c) except with the consent in writing of the Authority, uses or permits or suffers to be used, for any purpose other than solely as a residence for himself and his family, any land or building on the security of which a direct loan has been made,

is liable on summary conviction to a fine of one thousand five hundred dollars and to imprisonment for six months.

(2) Where a person is convicted of an offence under subsection (1), the amount then unpaid by him on the direct loan made to him and in respect of which the offence was committed immediately becomes due and payable, and may be recovered together with the interest thereon to the date of payment, as a civil debt either summarily without limit of amount under the Summary Courts Act or by any other proceedings by which moneys owing to the State may be recovered.

Ch. 4:20.

30. A borrower who wilfully and maliciously does anything calculated to diminish the value of the security held by the Authority under this Part is liable on conviction on indictment to a fine of eight thousand dollars and to imprisonment for two years.

Indictable
offences.

Onus of proof. 31. In any prosecution under section 29 the onus of proving the manner in which the proceeds of a direct loan or part thereof has been used is on the defendant.

Limitation of time. 32. Proceedings for an offence under this Part shall be commenced within three years from the date on which the offence was committed.

Enforcement of Security

Sale by public auction. 33. A sale of land or buildings on which there is a charge under this Part may be by public auction conducted by the State Solicitor.

Saving of security. 34. A failure to comply with any provision of this Part or of the Regulations made under this Part does not prevent the recovery by the Authority of any sum or the enforcement of any security by the Authority.

PART IV

SOFT LOANS FOR HOUSING

Soft Loans

Interpretation.
[21 of 1977]. 35. In this Part—

- “approved agent” means a bank or other corporation appointed by the Authority under section 39;
- “family” includes the parties to a common law union and the single person with such dependent relatives as may be prescribed;
- “low income family” means a family whose joint income does not exceed the limit prescribed by the Authority;
- “other leasehold land” means any leasehold land other than land leased under section 40(3);
- “soft loan” or “loan” means a loan or an advance of money made by the Authority through an approved agent to a low income family in accordance with this Part and any Regulations made thereunder.

36. The Authority may, in accordance with this Part and the Regulations made under this Part grant a soft loan for any of the following purposes:

Soft loans.
[21 of 1977].

- (a) for constructing a house for use as a residence for the borrower and his family—
 - (i) on freehold land;
 - (ii) on land leased by the Authority under section 40(3); or
 - (iii) on other leasehold land in respect of which the unexpired period of the lease exceeds the period of the loan by not less than three years; or
- (b) for completing the purchase of freehold land where the sum outstanding does not exceed five thousand dollars or such other sum as may be prescribed.

37. (1) A soft loan shall not exceed ninety-five per cent of the cost of construction or forty thousand dollars, whichever is the lesser sum, or such other limit as may be prescribed.

Terms and conditions.
[21 of 1977].

(2) A soft loan shall be for a term not exceeding thirty years and shall bear interest at the rate prescribed.

(3) No borrower shall, without the written consent of the Authority, subject any property charged under this Part to a second charge.

(4) The Authority may attach to any soft loan such conditions as it may consider expedient but no such condition shall be inconsistent with any condition prescribed by the Regulations made under this Part.

38. (1) An application for a soft loan shall be made to an approved agent in a form acceptable to the Authority and appropriate to the circumstances and shall be addressed to the Authority.

Applications for soft loans.
[21 of 1977].

(2) No soft loan shall be made to any borrower unless he signs a written declaration in the prescribed form to the effect that the joint income of his family does not exceed the prescribed limit.

39. (1) The Authority may, subject to subsection (2) by Order appoint as approved agent for the purpose of granting soft loans, any bank or other corporation having the power to lend money to

Approved agents.
[21 of 1977].

a purchaser of goods, or to purchase obligations representing loans or advances to a purchaser of goods.

(2) Before any bank or other corporation is appointed an approved agent, the Authority shall be satisfied that the bank or the corporation is wholly owned and controlled by nationals of Trinidad and Tobago.

(3) Every approved agent shall enter into an agency contract with the Authority in the prescribed form before accepting any application on behalf of the Authority.

Ch. 18:01.

(4) In this section "nationals" means citizens and residents of Trinidad and Tobago within the meaning of the Immigration Act, and includes companies wholly owned and controlled by such persons.

Authority to
develop and
lease building
lots.
[21 of 1977].

40. (1) The Authority shall, in pursuance of the granting of loans under section 36, cause land to be developed and prepared in such lot sizes as may be prescribed.

(2) Where land has been made available under subsection (1), the Authority shall advertise the availability in the national daily and weekly newspapers on at least six occasions during a period of two consecutive weeks.

(3) Lots developed under this section may be leased to low income families for a period of at least sixty years for the purpose of constructing dwelling houses under section 36(a)(ii), but no lease shall be granted to a family already in possession of residential land which is either freehold land or other leasehold land.

Offences and
penalties, etc.
[21 of 1977].

41. The provisions of sections 24 to 34, governing—

- (a) charges and registration;
- (b) exemption from stamp duties;
- (c) offences and penalties; and
- (d) enforcement of security,

shall apply to soft loans as they apply to direct loans.

Regulations.
[21 of 1977].

42. (1) The Authority may make Regulations generally, for prescribing all or any of the matters that are authorised or required to be prescribed under this Part and in particular—

- (a) the terms and conditions on which soft loans may be made;
- (b) the income limit of a low income family;

- (c) the terms and conditions of an agency contract with approved agents;
- (d) the nature of the estate or interest that is to be held in the land to which the soft loan relates;
- (e) the payment of fees to the Registrar General for things done under this Part.

(2) A regulation made under subsection (1)(e) has effect notwithstanding anything to the contrary in the Registrar General Act but nothing in any such regulation prejudices the operation of that Act except as regards matters expressly provided for in that regulation.

Ch. 19:03.

43. (1) The Authority shall appoint an Investment Committee consisting of—

Establishment of Investment Committee. [21 of 1977].

- (a) the Chairman of the Authority or in his absence the Deputy Chairman of the Authority, as Chairman;
- (b) four persons nominated by the Minister;
- (c) the Executive Director and the Economic and Financial Affairs Superintendent and such other officers of the Authority as the Authority may appoint who shall be non-voting members.

(2) The quorum of the Committee shall be the Chairman and one other member appointed under subsection (1)(b).

(3) The Investment Committee shall determine and advise upon the soft loans policy of the Authority.

PART V

HOUSES FOR RENTAL PURPOSES

44. This Part applies in respect of housing projects constructed under Part II and is not in substitution for the provisions of that Part.

Application of Part.

45. (1) Subject to this Part, the Minister may enter into contracts with builders to guarantee, in consideration of the payments specified in section 47, an annual return of rentals from rental housing projects after completion thereof of an amount to be determined by the Minister, for a total period not exceeding thirty years.

Rental guarantee.

(2) The Minister may give to a builder an undertaking that the Minister will enter into a contract with the builder under subsection (1) if the builder builds a rental housing project in accordance with this Part.

Requirements
for rental
housing
projects.

46. No contract shall be entered into under this Part unless—

- (a) the project is completed and is built in an area or areas satisfactory to the Minister and in accordance with standards of construction approved by the Minister; and
- (b) the project consists of sixteen or more family housing units and is designed to provide housing accommodation of a size and type prescribed by the Regulations.

Terms of rental
guarantee
contract.

47. (1) The terms of a contract entered into under section 45 shall provide—

- (a) that the builder shall pay to the Minister each year during the period of the guarantee—
 - (i) one and three-quarters per cent of the return of rentals guaranteed for the first year after the completion of the project when the term of the guarantee is ten years;
 - (ii) two per cent of the return of rentals guaranteed for the first year after the completion of the project when the term of the guarantee is twenty years; and
 - (iii) two and one-quarter per cent of the return of rentals guaranteed for the first year after the completion of the project when the term of the guarantee is thirty years;
- (b) that the builder or subsequent owner will provide efficient management of the rental housing project;
- (c) that the rent to be charged in respect of each unit of the project shall not exceed, during the first three years after the completion of the unit, an amount to be determined by the Minister;
- (d) that when an amount has been paid by the Minister under the contract referred to in section 45 equal to the amount of rentals guaranteed for the first year of the contract, the Minister may purchase the project from the owner thereof at a price that shall not

exceed the estimated cost of construction as determined by the Minister less two and one-half per cent a year thereof from the time of completion of the project to the date of purchase;

- (e) that the contract with the approval of the Minister may be assigned to subsequent purchasers; and
- (f) for such other matters as the Minister may deem necessary or desirable to give effect to the purposes or provisions of this Part.

(2) The annual return of rental guaranteed by the Minister under section 45 shall not exceed eighty-five per cent of the aggregate of annual rental of the units of the project determined by the Minister under subsection (1)(c).

48. The Minister and the builder or subsequent owner of a rental housing project under this Part may by agreement alter any term of a contract made under section 45 but in no case shall the total guarantee period exceed thirty years in the case of any one project.

Alteration of contract guaranteeing rentals.

49. The Minister may by Regulation prescribe the maximum guarantee in respect of a room or unit and may make provision for any matters for which he thinks Regulations necessary or desirable to carry out the purposes or provisions of this Part.

Regulations.

PART VI

LOW-RENTAL HOUSING PROJECTS

50. For the purposes of this Part the Minister may approve as an approved housing company any company incorporated to construct, hold and manage a low-rental housing project if the dividends payable by the company are limited by the terms of an agreement with the Minister to an annual percentage not in excess of an annual percentage prescribed by the Minister.

Approved housing company.

51. (1) The Minister may make a loan to an approved housing company for the purpose of assisting in the construction of a low-rental housing project or in the purchase of existing buildings and the land upon which they are situated and their conversion into a low-rental housing project.

Loans for low-rental housing projects.

(2) A loan made under the authority of this section shall bear interest at a rate prescribed by the Minister, shall not exceed ninety per cent of the lending value of the project, shall be for a term not exceeding the useful life of the project to be fixed by the Minister and in any case not exceeding fifty years from the date of completion of the project and shall be secured by a first charge upon the project in favour of the Minister.

(3) A loan may be made under this section only to an approved housing company that has entered into a contract with the Minister on the terms set out in subsection (4), to construct a low-rental housing project or to convert existing buildings into a low-rental housing project if—

- (a) evidence satisfactory to the Minister has been furnished of the need for the project by reason of shortage, over-crowding, congestion or the sub-standard character of existing housing accommodation in the municipality or area in which the project is to be situated;
- (b) the area in which the project is to be situated has in the opinion of the Minister been adequately planned;
- (c) zoning regulations are in the opinion of the Minister sufficient to ensure the suitability of the area for the project throughout the term of the loan and to provide reasonable safeguards for the security of the loan;
- (d) adequate utility services are available or are to be supplied forthwith to residents of the area;
- (e) the project for which a loan is requested will provide a sufficient number of family housing units to ensure, in the opinion of the Minister reasonable economies in the construction or conversion thereof;
- (f) the organization and management of the company are in the opinion of the Minister such as to ensure competent and independent administration in the planning, construction or conversion and operation of the project;
- (g) adequate care has, in the opinion of the Minister, been exercised to ensure economical and suitable design and sound construction of a type of project that will ensure the minimum practicable expenditures for repairs and maintenance during the term of the loan, and in the case of the conversion of existing

- buildings, if the cost of conversion is, in the opinion of the Minister, reasonable;
- (h) the terms of acquisition by the company of the land upon which the project is to be constructed or of the buildings that are to be converted are satisfactory to the Minister;
 - (i) the terms of the contract made by the company with a contractor for the construction of the project or the conversion of the buildings are satisfactory to the Minister;
 - (j) the company, in the opinion of the Minister, has or is able to provide funds sufficient, when added to the proceeds of the loan made by the Minister, to pay the entire cost of the construction or conversion and ensure the completion of the project; and
 - (k) the powers given to the company and activities or transactions that are permitted by its memorandum of association or other instrument of incorporation are satisfactory to the Minister.
- (4) A contract with an approved housing company entered into under this section shall provide that—
- (a) the maximum ratio between the rentals to be charged and the probable family income of the lessees of each family housing unit shall be such ratio as the Minister may deem fair and reasonable or shall make such other provision for maintaining the low-rental character of the project as the Minister may agree to;
 - (b) the company may receive contributions to a rent reduction fund from any social agency, trust, or person and shall use the fund solely for the purpose of reducing the rentals that otherwise would be charged;
 - (c) the company shall maintain books, records and accounts in a form satisfactory to the Minister, shall permit the inspection of the books, records and accounts by a representative of the Minister at any time and shall make such annual or other reports to the Minister in such form and containing such particulars as the Minister may require;
 - (d) the company shall furnish efficient management of the low-rental housing project, maintain the project in a satisfactory state of repair, and permit representatives of the Minister to inspect the project at any time;

- (e) the company shall make to the Minister promptly on the due dates the payments required to be made in order to pay the interest on and amortise the loan during the term thereof;
 - (f) the amount of surplus earnings to be used or set aside for reserves, maintenance, repairs, possible decline in rentals or other contingencies shall be limited in such manner as may be agreed upon; and at the end of the term of the loan the amount of the surplus earnings so set aside and at that time unexpended shall be paid to such person or expended in such manner as is provided in the contract or as the Minister may direct;
 - (g) except with the consent of the Minister and on such terms and conditions as the Minister may approve the project or any part thereof shall not be sold or otherwise disposed of during the term of the loan; and
 - (h) the Minister shall have the right in the event of the company failing to maintain the low-rental character of the project or otherwise committing a breach of the contract, to declare the unpaid principal of the loan due and payable forthwith or to increase the interest payable thereafter on the unpaid balance of the loan to such rate as the Minister may determine.
- (5) A contract with an approved housing company entered into under this section may also provide—
- (a) that the Minister shall have the right to prescribe the extent and manner in which depreciation and maintenance reserves shall be estimated and used; and
 - (b) for such other measures to be taken by the Minister and the company as the Minister may deem necessary or desirable to give effect to the purposes or provisions of this Part.

PART VII

HOME IMPROVEMENT LOANS

Interpretation.

52. In this Part—

“approved credit agency” means a corporation, other than a bank, with power to lend money to a purchaser of goods, or to purchase obligations representing loans or advances to a purchaser of goods, and approved by the Minister for the purpose of making loans under this Part;

“guaranteed home improvement loan” means a home improvement loan made in accordance with this Part;

“home improvement loan” means a loan or a purchase of obligations representing loans or advances of money made by a bank or approved credit agency for the purpose of financing repairs, alterations and additions to, and modernisation of a home.

53. The Minister shall, subject to this section and sections 56 and 57 pay to a bank or to an approved credit agency the amount of loss sustained by it as a result of a home improvement loan, if—

Home
improvement
loan
guarantee.

- (a) the loan was made pursuant to an application in the form prescribed, signed by the borrower, stating the purpose for which the proceeds of the loan were to be expended;
- (b) the application stated that the borrower was the owner of the home in respect of which the loan was to be expended;
- (c) a responsible officer of the bank or the approved credit agency certified that he had scrutinised and checked the application for the loan with the care required of him by the bank or the agency in the conduct of its ordinary business;
- (d) the principal amount of the loan did not at the time of the making of the loan, together with the amount owing in respect of other guaranteed home improvement loans previously made to the borrower and disclosed in his application or of which the bank or approved credit agency had knowledge, exceed the sum of three thousand dollars in the case of a one family dwelling or the sum of three thousand dollars for the first family housing unit and an additional fifteen hundred dollars, for every other family housing unit in the case of a home consisting of more than one family housing unit, but no loan shall exceed six thousand dollars unless the prior approval of the Minister is obtained thereto in writing;
- (e) the loan was repayable by the terms thereof in monthly instalments and in full in not more than five years;

- (f) the rate of interest on the loan did not exceed the rate prescribed as long as the borrower was not in default;
- (g) the bank or approved credit agency received from the borrower and remitted to the Minister at the time of the making of the loan such insurance fee as may be prescribed;
- (h) except as provided in paragraph (g), no fee, service charge or charge of any kind other than interest, was by the terms of the loan payable so long as the borrower was not in default; and
- (i) the loan was made on such terms and in accordance with such conditions in addition to those specified in the preceding paragraphs as may be prescribed.

Termination of
operation of
section 53.
[12 of 1969].

54. (1) The Minister may, by notice to a bank or approved credit agency, terminate the operation of section 53 in relation to the bank or approved credit agency.

(2) The termination shall be effective after a time set out in the notice but not earlier than at least twenty-four hours after receipt of the notice at the registered office of the bank or approved credit agency in Trinidad and Tobago.

(3) The Minister is not liable under this Part to make any payment to the bank or approved credit agency in respect of any home improvement loans made by him after the time limited by subsection (2), but termination under this section does not relieve the Minister of any liability imposed on him under this Part, in respect of a home improvement loan made by the bank or approved credit agency before the time of termination.

Termination of
liability for
loans.

55. (1) The Minister may terminate his liability in respect of guaranteed home improvement loans made in any locality for any of the purposes specified by or under this Part after a day fixed by him, being a day not less than fourteen days after publication of a notice to that effect in the *Gazette*; but the termination of liability does not relieve the Minister of any liability imposed on him under this Part in respect of guaranteed home improvement loans made before the termination of liability.

(2) Where a notice has been issued under subsection (1) terminating the liability of the Minister in respect of any guaranteed home improvement loans, the Minister may by further notice revoke the termination in respect of any such loans.

56. The Minister is not liable under this Part to pay to a bank or an approved credit agency an amount in excess of fifteen per cent of the aggregate principal amount of the guaranteed home improvement loans made by the bank or approved credit agency.

Amount of liability.

57. (1) The Minister is not liable under this Part to make any payment to a bank or approved credit agency in respect of loss sustained by it as a result of a home improvement loan made after the aggregate principal amount of guaranteed home improvement loans equal five million dollars.

Limit on liability.

(2) The Minister may enter into agreements with banks and approved credit agencies under which the banks and agencies would be assigned a percentage or gross amount as agreed upon of the aggregate principal amount of the home improvement loans authorised under this Part.

58. The Minister may make Regulations—

Regulations.

(a) to define for the purposes of this Part the following expressions:

(i) "owner" with power to include as owners life-tenants, persons holding property under agreements for sale, or under leases, and any other person having rights approximating ownership;

(ii) "repairs, alterations and additions";

(iii) "home";

(iv) "responsible officer";

(b) to prescribe a form of application for guaranteed home improvement loans and forms of notes, agreements, certificates and other documents to be used in connection with guaranteed home improvement loans or as are considered necessary or advisable for the effective operation of this Part;

(c) to prescribe the security, if any, that shall or may be taken by a bank or an approved credit agency for the repayment of a guaranteed home improvement loan and terms of repayment and other terms, not inconsistent with this Part, on which the loans are to be made;

(d) to prescribe the conditions of the liability of the Minister in respect of guaranteed home improve-

- ment loans in addition to but not inconsistent with the conditions set out in section 53(a) to (h);
- (e) to provide that in the event of an actual or impending default in the repayment of a guaranteed home improvement loan, the bank or the approved credit agency that made the loan may, notwithstanding anything contained in this Part, alter or revise with the approval of the borrower by way of extension of time or otherwise any of the terms of the loan or any agreement in connection therewith, and that the alteration or provision shall not discharge the liability of the Minister under this Part;
 - (f) to prescribe, in the event of default in the repayment of a guaranteed home improvement loan, the legal or other measures to be taken by the bank or the approved credit agency and the procedure to be followed for the collection of the amount of the loan outstanding, the disposal or realisation of any security for the repayment thereof held by the bank or agency, and the rate of interest to be charged on overdue payments;
 - (g) to prescribe the method of determination of the amount of the loss sustained by a bank or approved credit agency as the result of a guaranteed home improvement loan;
 - (h) to prescribe the steps to be taken by a bank or an approved credit agency to effect collection on behalf of the Minister of any guaranteed home improvement loan in respect of which payment has been made by the Minister to the bank or approved credit agency under this Part, and to provide that in the event of neglect by the bank or agency to take the prescribed steps, the amount of any such payment may be recovered by the Minister from the bank or agency;
 - (i) to require reports to be made periodically to the Minister by a bank or approved credit agency in respect of guaranteed home improvement loans made by it; and
 - (j) to make provision for any other matter to be prescribed under this Part or that the Minister deems necessary or advisable to carry out the purposes or provisions of this Part.

59. (1) Any person who—

Offences and penalties.

- (a) in an application for a home improvement loan makes a statement that is false in any material respect; or
- (b) uses the proceeds of a home improvement loan, or any part thereof, for a purpose other than that stated in his application for the loan, is liable on summary conviction to a fine of not less than one hundred and fifty dollars and not more than one thousand five hundred dollars.

(2) Where a person is convicted of an offence under subsection (1), the amount then unpaid by him on the home improvement loan made to him and in respect of which the offence was committed immediately becomes due and payable, and may be recovered, together with the interest thereon to the date of repayment, as a civil debt either summarily without limit of an amount under the Summary Courts Act or by any other proceedings by which moneys owing to the State may be recovered.

Ch. 4:20.

(3) Proceedings in respect of an offence under subsection (1) may be instituted at any time within three years from the time when the subject matter of the proceedings arose, but not thereafter.

60. In any prosecution under section 59 the onus of proving the manner in which the proceeds of a home improvement loan or part thereof has been used is on the defendant.

Onus of proof.

61. (1) Where payment is made by the Minister to a bank or an approved credit agency under this Part in respect of any loss sustained by the bank or agency as a result of a home improvement loan, the bank or agency shall execute a receipt in favour of the Minister in a form prescribed, and the Minister is thereupon subrogated in and to all the rights of the bank or agency in respect of the loan and, without limiting the generality of the foregoing, all rights and powers of the bank or agency in respect of the loan, and in respect of any judgment in respect thereof obtained by the bank or agency and in respect of any security taken by the bank or agency for the repayment thereof, thereupon are vested in the Minister.

Subrogation.

(2) Where under subsection (1) the Minister becomes subrogated in and to the rights of a bank or approved credit agency, the Minister is entitled to exercise all the rights and privileges that the bank or agency had or might exercise in respect of the loan,

judgment or security, and to commence or continue any action or proceeding in respect thereof, and to execute any document necessary by way of release, transfer, sale or assignment thereof or in any way to realise thereon.

Evidence of receipt.

62. A document purporting to be a receipt executed under section 61(1) in the form prescribed and purporting to be signed on behalf of a bank or an approved credit agency is evidence of the payment by the Minister to the bank or agency under this Part in respect of the loan therein mentioned and of the execution of that document on behalf of the bank or agency.

Home improvement insurance fund. [12 of 1969].

63. (1) The Treasury shall establish a fund to be known as the "Home Improvement Insurance Fund", in this section called the "fund", into which shall be paid all insurance fees received by the Minister under section 53(g).

(2) Property acquired by the Minister in respect of a home improvement loan and investments made out of the fund under subsection (3) shall be assets of the fund.

(3) Any part of the fund may be invested in obligations of or guaranteed by the Government.

(4) Moneys standing to the credit of the fund may be held on deposit with any bank in which public moneys of Trinidad and Tobago may lawfully be held on deposit.

(5) All payments required to be made by the Minister in respect of guaranteed home improvement loans shall be made out of the fund.

(6) At the request of the Minister, the Treasury may, out of the Consolidated Fund, advance to the Minister upon terms and conditions approved by the Minister such amounts as the Minister of Finance considers necessary to enable the Minister to discharge his obligations under this Part.

Approval of credit agencies.

64. The Minister may by general or special Order approve for the purposes of making loans under this Part any corporation not being a bank that, by its memorandum of association or other instrument of incorporation, has power to lend money to a purchaser of goods or to purchase obligations representing loans or advances to a purchaser of goods.

PART VIII

TRANSITIONAL AND GENERAL PROVISIONS

65. (1) The sums required for the purpose of any loans, guarantee or obligations of the Minister under Parts V, VI and VII shall be made out of such amounts as may be appropriated therefor by Parliament. Financial.

(2) The sums required for the purpose of any loans or guarantee of the Authority under this Act shall, subject to section 18(6), be made out of the funds and resources of the Authority.

(3) The Authority may, with the approval of the Minister, borrow sums required by it for meeting any of its obligations or discharging its functions.

66. The Authority may with the approval of the Minister and the consent of the Treasury, borrow, secure or raise money by the issue of debentures or debenture stock or other security, for all or any of the following purposes: Power to borrow or raise capital.
[7 of 1965].

- (a) the provision of working capital;
- (b) the fulfilling of the functions of the Authority under this Act;
- (c) the redemption of any debentures or debenture stock or other security that the Authority is required or entitled to redeem;
- (d) any other expenditures properly chargeable to capital account.

67. The funds and resources of the Authority shall consist of— Funds and resources of Authority.

- (a) such amounts as may be appropriated therefor by Parliament;
- (b) all sums from time to time received by or falling due to the Authority in respect of the repayment of any loan made by the Authority, and the interest payable in respect of any such loan;
- (c) the insurance fund established under section 18;
- (d) sums borrowed by the Authority for the purpose of meeting any of its obligations or discharging its functions;
- (e) all other sums or property that may in any manner become payable to or vested in the Authority in

respect of any matter incidental to its powers and duties.

Guarantee of borrowings of Authority. [7 of 1965].

68. (1) The Treasury shall guarantee the principal of, and the interest on any security issued by the Authority under section 66 and the Treasury may guarantee, in such manner and on such conditions as the Treasury thinks fit, the repayment of the principal of and the interest on any sums borrowed by the Authority under section 65(3).

(2) Where the President is satisfied that there has been default in the repayment of any principal moneys or interest guaranteed under this section, he shall direct the repayment out of public funds of the amount in respect of which there has been the default.

(3) The Authority shall make to the Treasury, at such times and in such manner as the President may direct, payments of such amounts as may be so directed in or towards repayment of any sums issued in fulfilment of any guarantee given under this section, and payments of interest on what is outstanding for the time being in respect of any sums so issued at such rate as the President may direct, and different rates of interest may be directed as regards different sums and as regards interest for different periods.

Assets and liabilities of statutory housing bodies.

69. (1) Upon the commencement of this Act—

(a) all land and other property of every kind, including things in action, vested immediately before the commencement of this Part in—

(i) the Planning and Housing Commission of Trinidad and Tobago;

(ii) the Government Housing Loans Board; or

(iii) the Public Housing Loans Board,

is hereby vested in the Authority;

(b) all the rights, privileges and advantages, and, subject to section 70, all the liabilities and obligations that, immediately before the commencement of this Part, any of the bodies mentioned in paragraph (a) were entitled or subject to, as the case may be, are hereby transferred and conferred or imposed upon the Authority for the purposes of this Act; and

(c) all permanent employees of the bodies mentioned in paragraph (a) are hereby transferred to the Authority and they shall hold similar employment under the

Authority or such other employment in the public service as the Public Service Commission may determine at wages or salaries no less favourable than those that applied in respect of their service under any such body on the commencement of this paragraph.

(2) A reference in any deed, contract, bond or security or other document to—

- (a) the Planning and Housing Commission of Trinidad and Tobago;
- (b) the Government Housing Loans Board; or
- (c) the Public Housing Loans Board,

shall, upon the commencement of this Act, be construed as a reference to the Authority.

(3) Legal proceedings pending immediately before the commencement of this Part by or against any of the bodies mentioned in subsection (2) may be continued on and after that day by or against the Authority as the party to the proceedings instead of the former Commission or Boards, as the case may be.

(4) In this section “former Commission” and “former Boards” mean respectively the Commission established under the Slum Clearance and Housing Act and the Boards established under the Public Housing Loans Ordinance 1955 (repealed by this Act) and the Government Housing Loans Ordinance (repealed by this Act).

Ch. 33:02.
No. 30 of 1955.
Ch. 9. No. 11
(1950 Ed.).

*70. (1) The appropriate Service Commission may approve the transfer of an officer from the service of the Authority to the public service or from the public service to the service of the Authority.

Transferability
of officers.
[12 of 1969].

(2) Where a transfer has been approved under subsection (1)—

- (a) any pension, gratuity or other allowance that is ultimately granted shall be paid from the funds of Trinidad and Tobago;
- (b) the Authority shall pay from its funds to the State such contribution as may be provided for in rules made by the President, and any such rules may make provision in different classes of cases.

(3) Notwithstanding anything contained in this Act or any other law, the persons referred to in section 69(1)(c) are liable to

*See Note on page 2.

be suspended or dismissed by the Authority, but nothing in this section abridges the right of any such person to—

- (a) a trial in accordance with the procedure followed in disciplinary cases against public officers of government departments if the procedure would have been followed in any similar case against such person investigated immediately before the date of the commencement of this Act; or
- (b) to have representations on his behalf by any competent association or body if the representation would have been entertained in connection with any similar case against the person investigated immediately before the date of the commencement of this Act.

Entry upon
premises.

71. (1) Any valuer or inspector employed by the Authority may at all reasonable times, on giving forty-eight hours notice to the owner or occupier, enter upon any land or building in respect of which a loan had been made or guaranteed under this Act, and may evaluate or inspect the land and building so entered upon.

(2) A person who, whether by force or threats or otherwise, obstructs or causes to be obstructed any valuer or inspector in the exercise of the powers conferred by subsection (1) is liable on summary conviction to a fine of seven hundred and fifty dollars and to imprisonment for three months.

Limitation of
time for actions
in tort.

72. Where as a result of a liability or obligation imposed upon the Authority by section 69, the Authority becomes liable to an action in tort, the proceedings therein shall be brought within six months after the commencement of this Act.

Saving.
17 of 1958.
30 of 1955.
Ch. 9. No. 11
(1950 Ed.).

73. (1) The repeal of the Dwelling Houses (Encouragement of Construction) Ordinance 1958, the Public Housing Loans Ordinance 1955, and the Government Housing Loans Ordinance and the dissolution of the Planning and Housing Commission of Trinidad and Tobago, the Government Housing Loans Board and the Public Housing Loans Board do not affect any loan agreements or undertakings or other contractual obligations made, approved or entered into at the commencement of this Act, and the same shall be dealt with or carried out as though they were made or approved or entered into by the Authority under this Act upon the terms and conditions prescribed by the repealed Ordinances.

(2) Any application for a loan or guarantee pending under any of the Ordinances referred to in subsection (1) may be

approved by the Authority or dealt with so far as it may be practicable to do so as an application for a loan or guarantee under the relevant provisions of this Act.

74. (1) The Authority may with the approval of the Minister make Regulations—

Regulations generally.
[43 of 1981].

- (a) prescribing subject to subsection (2) anything which may be or is required to be prescribed under this Act;
- (b) prescribing sound standards of construction of houses;
- (c) prescribing fees or charges that may be made by the Authority or any other person in connection with this Act;
- (d) requiring separate accounts to be kept for the purposes of this Act;
- (e) generally subject to subsection (2) for giving effect to the purposes of this Act.

(2) The Minister may make Regulations prescribing anything which may be or is required to be prescribed under Parts V, VI or VII of this Act or under sections 42 to 46 of the Income Tax Act.

Ch. 75:01

(3) Regulations made under this Act may prescribe in respect of any contravention thereof or failure to comply therewith a penalty of seven hundred and fifty dollars on summary conviction.

(4) Regulations made under this Act may be given retrospective effect.

75. (1) Subject to the approval of the Minister, the Authority may make Bye-laws respecting the calling of meetings of the Authority, the conduct of business thereat, the duties and conduct of officers, employees and agents of the Authority and generally as to the conduct of the affairs of the Authority.

Bye-laws.

(2) The Authority may by bye-law delegate to the chairman, deputy chairman, or to any member, officer or employee of the Authority power to act for the Authority in the conduct of the functions of the Authority in all matters that are not by Bye-laws specifically reserved to be done by the Authority.

Approval of
construction.

76. (1) Notwithstanding the provisions of any other Act, the Authority may approve the construction of a house in respect of which a loan is made or guaranteed under this Act, and any such approval supersedes and replaces any approval pursuant to any other Act.

(2) Approval of construction of a house in respect of which a loan is made or guaranteed under this Act shall be obtained under subsection (1) and not under or pursuant to any other Act except in respect of any matter specifically relating to public health or sanitation.

State Lands.

77. The administrative control of any lands or interests therein vested in the State may by order of the President be transferred to the Authority and thereupon those lands or interests shall be held and dealt with by the Authority in accordance with this Act.

Act binds
the State.

78. This Act binds the State.

SUBSIDIARY LEGISLATION

**NATIONAL HOUSING AUTHORITY
(DIRECT LOANS) REGULATIONS**

42/1969
[186/1974
106/1976
199/1976
8/1977].

made under section 23

ARRANGEMENT OF REGULATIONS
REGULATION

1. Citation.
2. Terms of direct loans.
3. Interest rate applicable to direct loans.
4. Applicant to prove loan unavailable from approved mortgagees.
5. Provision of borrower's equity.
6. Establishment of firm age limits.
7. Loans not normally to be made if applicant's spouse owns a house.
8. Matters to be considered in determining amount of loan.
9. Form in which direct loans to be made.
10. Particulars to be supplied to Authority if so required.
11. Deviation from plans or specifications prohibited.
12. Nature of land in respect of which loans made.
13. Loans for acquisition, erection, repair, etc., of houses.
14. Condition of loans and power of Authority where premiums unpaid.
15. Memorandum of charge.
16. Form of receipt.
17. Progress advances.

FIRST SCHEDULE.
SECOND SCHEDULE.

1. These Regulations may be cited as the National Housing Authority (Direct Loans) Regulations. Citation.

2. Except as is herein otherwise provided, direct loans shall be made on similar terms and conditions as those upon which a guaranteed loan would be made to such person under the provisions of Part II of the Act. Terms of direct loans.

[Subsidiary]

National Housing Authority (Direct Loans) Regulations

Interest rate applicable to direct loans. [8/1977].

3. (1) The interest rate that is applicable to loans made under this Part shall be determined by the Authority, and published in the *Gazette* not less frequently than semi-annually.

(2) In order to encourage home ownership by persons in the Public Service of Trinidad and Tobago, and by persons in receipt of below average family incomes, and in furtherance of the Rental-Mortgage and Aided-Self-Help housing programmes, the Authority may, with the approval of the Minister, establish interest rates lower than those prescribed in subregulation (1), but the rate shall not be more than two and a half per cent below the rate so prescribed.

Applicant to prove loan unavailable from approved mortgagees.

4. At the time of application for a direct loan under this Part, the applicant shall satisfy the Authority that he has sought but been unable to obtain a loan from any two (if there be more than one) approved mortgagees, and for this purpose the Authority shall make available upon request up-to-date lists of all approved mortgagees.

Provision of Borrower's equity.

5. (1) Before approving any application, the Authority shall be satisfied that the borrower can provide from his own resources, the difference between the amount of the approved loan and the cost of the house, hereinafter called the "borrower's equity".

(2) The borrower's equity may be represented by all land, all cash, all labour or any combination thereof employed in the acquisition of the house. Secondary borrowing to provide the borrower's equity may be permitted only in rare instances.

(3) Borrower's equities obtained through benevolent sources, such as a relative or employer, shall not be excluded unless the terms of repayment are onerous and in such cases, be taken into account in determining the borrower's ability to discharge his obligations.

Establishment of firm age limits.

6. The Authority may not establish firm age limits for a borrower except in any cases where the loan is to benefit from a reduced interest rate as provided in regulation 3(2) and when age is a factor in considering the borrower's ability to repay.

Loans not normally to be made if applicant's spouse owns a house.

7. (1) Save in special circumstances no loan shall be made to any person for the purpose of acquiring land or a house from his spouse or for the purpose of acquiring a house if his spouse is the owner of a house.

(2) The written declaration to be signed in accordance with section 20(2) of the Act by a person applying for a loan shall be in the form set out as Form No. 1 in the First Schedule.

Form No. 1.
First Schedule.

8. (1) In determining the amount of a loan that is to be granted the Authority shall have regard to—

- (a) the value of the house to be built or acquired by the person applying for the loan;
- (b) the value of the land owned or acquired by the person, on which the house is situated or is to be built;
- (c) the present and prospective income of the person; and
- (d) such other circumstances as the Authority may consider material.

Matters to be considered in determining amount of loan. [186/1974 106/1976 *199/1976].

(2) For the purpose of determining the amount of a loan to be made under Part III of the Act, the Authority shall place a valuation on the property forming the security for the loan; but where the loan is for a purpose specified in section 19(d) of the Act, the value shall be the net difference in the estimated value of the premises before and after improvement or repair.

(3) Subject to subregulation (4), the loan shall be ninety per cent of the lending value.

(4) The maximum amount of the loan that may be made to any person is—

- (a) where the loan is for a purpose specified in section 19(a) or (b) of the Act, sixty thousand dollars;
- (b) where the loan is for a purpose specified in section 19(c) of the Act, fifty thousand dollars;
- (c) where the loan is for a purpose specified in section 19(d) of the Act, thirty thousand dollars.

(5) Notwithstanding the provisions of subregulation (4), the maximum amount of the loan that may be made to any person who falls within the meaning of "family of low income" shall be ninety-five per cent of lending value.

(6) Notwithstanding the provisions of subregulations (2), (3) and (4), no loan shall be made to any Government employee or

*Came into force on 1st January 1977.

any person in the service of any statutory corporation specified from time to time by the Authority and published in the *Gazette*—

- (a) in excess of the value of the standard grade of house from time to time approved by Government as being appropriate to the salary of the borrower;
- (b) in excess of a sum equal to three times the annual salary of the employee at the date of application.

Form in which direct loans to be made. Form No. 2. First Schedule.

9. (1) Applications for direct loans shall be made in the form set out as Form No. 2 in the First Schedule, and shall be accompanied by such plans, specifications and site information as the Authority may require to enable the Authority to determine the lending value of the property.

(2) Each application shall be accompanied by a fee of three dollars for every thousand dollars or part thereof of the amount of the proposed loan; if the Authority does not approve of the application, or if the application is withdrawn before the Authority has given an undertaking to make a loan, one half of the fee shall be returned to the applicant.

Particulars to be supplied to Authority if so required.

10. A person applying for a loan shall—

- (a) if so required by the Authority, supply the Authority with an abstract of title of the land on which the house is situated or to be built and shall comply with all requisitions as to title made on behalf of the Authority;
- (b) on demand, permit or obtain permission for any person acting on behalf of the Authority and authorised thereunto in writing under the hand of the Secretary or Chairman of the Authority to enter and inspect any land or building in connection with which he has applied for a loan.

Deviation from plans or specifications prohibited.

11. No person to whom a loan is made under these Regulations shall, without the consent in writing of the Authority, deviate from plans or specifications approved by the Authority in respect of the loan.

Nature of land in respect of which loans made.

12. Land for the acquisition of which loans may be made under these Regulations shall consist of either—

- (a) freehold land; or
- (b) leasehold land in respect of which the unexpired period of the lease embraces the period for which the loan is to be granted.

13. A loan for the acquisition, erection, repair or improvement of any house may be made only if the land on which the house is situated or to be situated consists of either—

Loans for acquisition, erection, repair, etc., of houses.

- (a) freehold land; or
- (b) leasehold land in respect of which the unexpired period of the lease embraces the period for which the loan is to be granted.

14. It shall be lawful for the Authority to require as a condition of the loan that so long as any amount remains outstanding on the loan the premises in respect of which the loan is made shall be insured, in the name of the Authority, for the amount so outstanding, against fire and such other risks as the Authority thinks proper; and where the borrower fails to pay any premium when it becomes due, or where the terms of the loan provide that the premiums shall or may be paid by the Authority, the Authority may upon payment thereof charge the borrower interest thereon, until reimbursement, at the same rate as is payable on the mortgage loan.

Condition of loans and power of Authority where premiums unpaid.

15. The memorandum of charge for securing a loan shall be in a form set out in Part I of the Second Schedule, and shall be appropriate to the circumstances of the case.

Memorandum of charge. Part I. Second Schedule.

16. The receipt to be issued by the Authority on the repayment of all sums due under a memorandum of charge shall be in the form set out in Part II of the Second Schedule.

Form of receipt. Part II. Second Schedule.

17. (1) The Authority may, in its discretion with respect to any loan, make progress payments of the loan (hereinafter called "progress advances") as construction of the premises proceeds.

Progress advances.

(2) No progress advances shall be made unless the Authority is satisfied that the full value of the required borrower's equity has gone into the construction or in the purchase of land.

(3) No progress advance, or aggregate of any number of progress advances shall exceed an amount which, when added to the full value of the borrower's equity, equals seventy-five per cent of the value of the stage of construction reached at the date of application for the progress advance, as determined by the Authority.

(4) No progress advance shall be made unless the Authority is satisfied that the borrower has, from any previous advance made, or from his own equity, discharged his obligations with respect to labour and materials, at least in such proportion as the amount of such equity and progress advances made bears relation to the approved loan.

(5) No progress advance shall be made unless the Authority has been satisfied with matters pertaining to land title and completion of required documents securing the loan, or any part thereof advanced as progress advances.

FIRST SCHEDULE

FORM 1

Regulation 7(2).

NATIONAL HOUSING AUTHORITY (DIRECT LOANS) REGULATIONS

DECLARATION UNDER SECTION 20(2) OF THE ACT

I of do hereby declare that I am not disqualified from obtaining a loan by section 20(1) of the Housing Act, by reason of being a person—

- (a) who has received under any enactment of Trinidad and Tobago other than Part III of the Housing Act a loan for any purposes similar to those specified in section 19 of the said Act and who has not fully repaid the same; or
(b) who is the owner of a house.

Dated this day of 19....

Declarant

FORM 2

Regulation 9(1).

NATIONAL HOUSING AUTHORITY (DIRECT LOANS) REGULATIONS

APPLICATION FOR DIRECT LOAN

Application is hereby made pursuant to section 19 of the Housing Act for a direct loan for the following purpose: (here set out any of the purposes set out in the said section 19 that are applicable)

Dated this day of 19....

Applicant

SECOND SCHEDULE

PART I

Regulation 15.

FORM A

MEMORANDUM OF CHARGE made thisday of
in the Year of Our Lord One Thousand Nine Hundred
 andby
 of
 in Trinidad and Tobago,
(hereinafter called "the Borrower") in
 favour of the NATIONAL HOUSING AUTHORITY incorporated by the Act (hereinafter called
 "the Authority"):

WHEREAS THE BORROWERseised in fee
 simple free from encumbrances of the freehold hereditaments specified in the Schedule
 hereto (hereinafter referred to as "the said freehold hereditaments") and
applied to the Authority for a loan of the
 sum ofunder the
 provisions of section 19 of the said Act to be applied in or towards the purposes following,
 that is to say: which loan the Authority has agreed to make upon the terms and conditions in
 manner hereinafter appearing:

WITNESSETH as follows:

1. In pursuance of the agreement and in consideration of the sum of
lent by the Authority to the Borrower on completion
 of the work to be undertaken the Borrower hereby
covenant with the Authority to pay to the Authority the said
 loan, namely, the sum of
 with interest thereon at the rate ofDollars
 per cent a year by monthly instalments of principal and interest combined at the
 rate ofin respect of every
 Thousand Dollars: Provided that if default is made by the Borrower in payment of any
 instalment of principal and interest or if
 shall commit a breach of any covenant or obligation herein contained or if any event shall
 arise whereby the Authority may exercise its power of sale the whole of the principal money
 then outstanding shall become immediately due and payable with interest thereon at the
 rate aforesaid.

2. For consideration aforesaid the Borrower as beneficial owner convey unto the
 Authority the said freehold hereditaments TO HOLD the same unto and to the use of the
 Authority in fee simple subject to the proviso for redemption hereinafter contained.

3. The said loan of above mentioned shall be made on the certificate of the Chief Technical Officer, Ministry of Works or of an officer of his department authorised by him in that behalf or an Inspector appointed by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all of the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on payment by the Borrowerto the Authority of all sums due byunder this Memorandum of Charge this Charge shall at the request of the Borrower be vacated by Memorandum in the prescribed form or otherwise as the Borrower shall direct.

5. THE BORROWER HEREBY with the authority during the continuance of this security as follows:

- (1) To keep all the buildings erected on the said freehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower shall fail or neglect to do so after due notice in writing thereof to

..... the Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with the obligation. And the Borrower will on demand repay to the Authority all the expenses incurred by the Board and will pay interest at the rate ofDollars per cent a year from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said freehold hereditaments.

- (2) To keep all the said buildings and out-offices insured in the name of the Authority against loss or damage caused by fire, earthquake and hurricane in the

sum ofwith some Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of

..... obligations under this paragraph and if the Authority shall thereupon insure the

said buildings or any of them in any amount not exceeding the Borrower will on demand repay to the Authority all payments made for that

purpose and will pay interest at the rate of Dollars per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.

- (3) To pay and discharge all rates, taxes, duties, charges and assessments, impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said freehold hereditaments or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of

..... Dollars

per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.

- (4) Not to exercise any powers of leasing or letting the said freehold hereditaments or mortgaging or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.
(5) To use the said freehold hereditaments as a residence for ... and ... immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained. And also will not utilise the moneys hereby loaned for any purposes other than those hereinbefore specified.
(6) To comply with the provisions of the said Act and with all Regulations made thereunder.

6. PROVIDED ALWAYS and it is hereby agreed as follows:

- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.
(2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:
(a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for One Month after notice requiring payment thereof shall have been served on the Borrower;
(b) if the Borrower ... fail to observe any of ... obligations hereunder other than in regard to the payment of principal and interest;
(c) if the Borrower commit any act of Bankruptcy or make any assignment for the benefit of ... creditors.

IN WITNESS WHEREOF the Borrower

hereunto set hands the day and

year first hereinabove written and the seal of the NATIONAL HOUSING AUTHORITY was

hereto affixed by the Chairman thisday of

in the year of Our Lord One Thousand Nine Hundred and

FORM B

MEMORANDUM OF CHARGE made thisday of

in the Year of Our Lord One Thousand Nine Hundred and

byof

in Trinidad and Tobago (hereinafter called "the Borrower") in favour of the National Housing Authority incorporated by the Housing Act (hereinafter called "the Authority");

WHEREAS by deed of lease dated theday of 19...., registered as No. of and made between

(hereinafter called "the Landlord") of the One Part and of the Other Part (hereinafter referred to as "the said Lease") the Landlord demised to

..... the hereditaments described in the Schedule hereto hereinafter referred to as "the said leasehold hereditaments") for the term of years from theday of, 19....,

at the yearly rent ofsubject to the covenants and conditions therein contained;

AND WHEREAS the Borrowernow possessed of the said leasehold hereditaments for all the unexpired residue of the term of years created by the said Lease;

AND WHEREAS the Landlord in compliance with the covenant in that behalf in the said Lease contained grantedconsent to the assignment of the said leasehold hereditaments to the Authority hereby intended as appears by the paper writing dated theday of, 19.... hereto annexed and marked "A":

AND WHEREAS the Borrowerapplied to the Authority for a loan of the sumunder Section 19 of the said Act to be applied in or towards the purposes following, that is to say:

.....
.....
.....
which loan the Authority has agreed to make upon the terms and conditions in manner hereinafter appearing:

WITNESSETH as follows—

1. In pursuance of the agreement and in consideration of the sum of lent by the Authority to the Borrower on completion of the work to be undertaken by the Borrower herebycovenant with the Authority to pay to the Authority the said loan with interest thereon at the rate of Dollars per cent a year by monthly instalments of principal and interest combined at the rate ofin respect of every Thousand Dollars: Provided that if default is made by the Borrower in payment of any instalment of principal and interest or ifshall commit a breach of any covenant or obligation herein contained or if any event shall arise whereby the Authority may exercise its power of sale

the whole of the principal money then outstanding shall become immediately due and payable with interest thereon at the rate aforesaid.

2. For the consideration aforesaid the Borrower as beneficial owner hereby assign unto the Authority all the said leasehold hereditaments comprised in and demised by the said lease together with the buildings erected or hereafter to be erected thereon TO HOLD the same unto the Authority for the residue now unexpired of the term of years created by the said lease except the last day thereof subject to the proviso for redemption hereinafter contained.

3. The said loan of above mentioned shall be made on the certificate of the Chief Technical Officer, Ministry of Works or of an officer of his department authorised by him in that behalf or the Inspector appointed by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of ... any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on the payment by the Borrower to the Authority of all sums due by under this Memorandum of Charge this Charge shall at the request of the Borrower be vacated by Memorandum in the prescribed form or otherwise as the Borrower shall direct.

5. THE BORROWER COVENANT with the Authority during the continuance of this security as follows:

(1) To keep all the buildings on the said leasehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower shall fail or neglect to do so after due notice in writing thereof to the Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with the above obligation. And the Borrower will on demand repay to the Authority all the expenses thereby incurred by the Authority and will pay interest at the rate of Dollars per cent a year from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said leasehold hereditaments.

(2) To keep all the buildings and out-offices insured in the name of the Authority against loss or damage caused by fire, earthquake and hurricane in the sum of at least with some Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of obligations under this paragraph and if the Authority shall thereupon insure the said buildings or any of them in any amount not exceeding the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of Dollars per cent a year from

the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.

- (3) To pay and discharge all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever which shall be assessed, charged or imposed upon or payable in respect of the said leasehold hereditaments or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at

the rate of Dollars per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.

- (4) Not to exercise any powers of leasing or letting the said leasehold hereditaments or mortgaging or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.
- (5) To use the said leasehold hereditaments as a residence for and immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained; And also will not utilise the moneys hereby loaned for any purposes other than those hereinbefore specified.
- (6) To pay the rent reserved by the said lease in respect of the said leasehold hereditaments and will observe and perform the covenants and conditions therein contained on the part of the Lessee to be observed and performed.
- (7) To comply with the provisions of the said Act and with all Regulations made thereunder.

6. PROVIDED ALWAYS and it is hereby agreed as follows:

- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:
 - (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for one month after notice requiring payment thereof shall have been served on the Borrower;
 - (b) if the Borrower fail to observe any of obligations hereunder other than in regard to the payment of principal and interest;
 - (c) if the Borrower commit any act of bankruptcy or make any assignment for the benefit of creditors.

IN WITNESS WHEREOF THE BORROWER hereunder

set hand the day and year first hereinbefore written and the seal of the NATIONAL HOUSING AUTHORITY was hereunto affixed by the Chairman this day of one thousand nine hundred and

SCHEDULE

Signed and Delivered by the within-named in the presence of The Seal of the NATIONAL HOUSING AUTHORITY was hereto affixed by its Chairman in the presence of of the Authority and Secretary.

FORM C

MORTGAGE made this day of in the year of Our Lord one thousand nine hundred and by of in Trinidad and Tobago (hereinafter called "the Borrower") in favour of the NATIONAL HOUSING AUTHORITY incorporated by the Housing Act (hereinafter called "the Authority"):

WHEREAS the Borrower has applied to the Authority for a loan of the sum of under the provisions of the said Act to be applied in or towards the purposes following, that is to say:

The Borrower being registered as proprietor of an estate

(here state nature of the estate or interest)

in that piece of land situated in the (Ward, District or Town) of containing

(here state area)

be the same a little more or less, delineated and with the abutments and boundaries thereof shown on the plan drawn on (or annexed to)

(here state the volume and page of

the Register Book on which the plan, if any, appears, and description of land)

In consideration of the sum of this day lent to the Borrower by the Authority, the receipt of which sum the Borrower hereby acknowledges, doth hereby covenant with the Authority that he will pay to the Authority the above sum of with interest thereon at the rate of per cent

a year by monthly instalments of principal and interest combined at the rate in respect of every Thousand Dollars the first of which said payments is to be made on the execution of these presents: PROVIDED that if default is made by the Borrower in payment of any instalment of principal and interest or he shall commit a breach of any covenant or obligation herein contained or if any event shall arise whereby the Authority may exercise its power of sale the whole of the principal money then outstanding on this mortgage shall become immediately due and payable with interest thereon at the aforesaid rate.

AND THE BORROWER HEREBY COVENANTS as follows:

- (1) That as long as any money remains due under these presents the Borrower will keep all the buildings on the said estate in good and substantial repair to the satisfaction of the Authority. And if the Borrower shall fail or neglect to do so after due notice in writing thereof to him, the Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with the obligation. And the Borrower will on demand repay to the Authority all the expenses incurred by the Authority and will pay interest at the rate of per cent a year from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said estate.
- (2) That as long as any money remains due under these presents the Borrower will keep all the buildings and out-offices insured in the name of the Authority against loss or damage caused by fire or by or by in the sum of at least with some Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the policy or policies of such insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of his obligations under this paragraph, or if the Borrower shall request the Authority to effect the policy of insurance or to pay any premium in respect thereof, it shall be lawful for the Authority to effect such insurance or to pay such premium and in such event the Borrower will on demand repay to the Authority all payments made for such purpose and will pay interest at the same rate as is payable on the mortgage loan from the date of demand until repayment, and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said estate.
- (3) That during the continuance of this Mortgage the Borrower will pay and discharge all rates, taxes, duties, charges, assessments, impositions and out-goings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said estate or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said estate.
- (4) That as long as any money remains due under these presents the Borrower shall not exercise any powers of leasing or letting the said estate or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.

- (5) That during the continuance of the Mortgage hereby created the Borrower will comply with the provisions of the Act and with all Regulations made thereunder.

PROVIDED ALWAYS and it is hereby agreed as follows:

- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this mortgage.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:
 - (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Mortgage for one month after notice requiring payment thereof shall have been served on the Borrower;
 - (b) if the Borrower fails to observe any of his obligations hereunder other than in regard to the payment of principal and interest;
 - (c) if the Borrower commits any act of bankruptcy or makes any assignment for the benefit of his creditors;
 - (d) if the Borrower dies.
- (3) On payment by the Borrower to the Authority of all sums due by him hereunder, this Mortgage shall at the request of the Borrower be vacated by Memorandum substantially in the prescribed form. And for the better securing to the Authority the repayment in manner aforesaid of the said principal sum and interest, the Borrower hereby mortgages to the Authority all his estate and interest in the land above described.

IN WITNESS WHEREOF the Borrower has hereunto set his hand the day and year first hereinabove written and the seal of the National Housing Authority was hereto affixed by the Chairman thisday of.....
 one thousand nine hundred and

SIGNED AND DELIVERED by the
 within named
 in the
 presence of:

THE SEAL OF THE PUBLIC
 NATIONAL HOUSING AUTHORITY
 was hereto affixed by
 the Chairman in the presence of
 a member
 of the Authority and
 the Secretary.

Member
Secretary
Chairman

Regulation 16.

PART II

RECEIPT

NATIONAL HOUSING ACT

IN THE MATTER OF THE MEMORANDUM OF CHARGE DATED

theday of19.....

registered as No.of.....

Made by

In Favour Of

The National Housing Authority

The National Housing Authority hereby acknowledges to have received all moneys due under and secured by the above-mentioned Memorandum of Charge.

In Witness whereof the Seal of the said Authority is hereto affixed this day of 19..... by Chairman in the presence of another member of the Authority and , Secretary in the presence of

35/1978.

INTEREST RATE (DIRECT LOANS) NOTICE

made under regulation 3(1) of the National Housing Authority (Direct Loans) Regulations

As from 1st January 1978 the interest rate applicable to direct loans made by the Authority shall be—

- (a) five and one-half per cent a year where the maximum loan permissible is not more than \$60,000.00;
(b) six per cent a year where the maximum loan permissible is more than \$60,000.00 but not more than \$80,000.00; and
(c) seven per cent a year where the maximum loan permissible is more than \$80,000.00 but not more than \$100,000.00.

SOFT LOANS (APPROVED AGENTS) ORDER

103/1977.

made under section 39

1. This Order may be cited as the Soft Loans (Approved Agents) Order. Citation.

2. The Corporations listed in the Schedule are appointed approved agents for the purpose of granting soft loans. Appointment of approved agents.

SCHEDULE

The Caribbean Building and Loan Association

The General Building and Loan Association

The Trinidad Building and Loan Association

Workers Bank Trust Company of Trinidad and Tobago Limited.

**NATIONAL HOUSING AUTHORITY
(SOFT LOANS) REGULATIONS**

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation.
2. Interpretation.
3. Eligibility for soft loans.
4. Application for soft loan.
5. Refund of application fee.
6. Interview with approved agent.
7. Submission of applications to Committee.
8. Investment Committee.
9. Borrower's equity.
10. Approved construction plans.
11. Interest rate and repayment period.
12. Property to be insured.
13. No disposal of property within first five years.
14. Progress advances.
15. Approved valuers.
16. Builders' register.

REGULATION

17. Management fee payable to approved agent.
18. Contract with approved agent.
19. Memoranda of charge and discharge.

FIRST SCHEDULE.

SECOND SCHEDULE.

98/1977.

**NATIONAL HOUSING AUTHORITY (SOFT LOANS)
REGULATIONS**

made under section 42

Citation.

1. These Regulations may be cited as the National Housing Authority (Soft Loans) Regulations.

Interpretation.

2. In these Regulations—

“approved valuer” means a person approved under regulation 15 as being qualified to value the cost of construction of a house;

“borrower’s equity” means the sum to be supplied by an applicant representing the difference between the maximum loan to which the applicant is entitled and the cost of construction;

“Committee” means the Investment Committee established under section 43 of the Act;

“dependent relatives” means relatives normally residing with and dependent on the applicant;

“registered builder” means a firm or company registered in accordance with regulation 16;

“Secretary” means the Secretary of the Authority;

“single person” means a person who is unmarried, divorced, separated or widowed.

Eligibility for soft loans.

3. (1) Any family—

(a) whose joint income, subject to subregulation (2), does not exceed six hundred and fifty dollars a month; and

(b) who is in possession of residential freehold or leasehold land, the minimum size of which is not less than three thousand two hundred square feet in sewered areas and five thousand square feet in other areas,

National Housing Authority (Soft Loans) Regulations

[Subsidiary]

may apply for a soft loan on the form supplied by an approved agent.

(2) The income limit specified in subregulation (1) shall be increased by the sum of eighty dollars for every dependent child after the first and by twenty-five dollars for every dependent relative living with the applicant.

(3) For the purpose of these Regulations the family unit shall consist of applicant, spouse and child, but where the applicant is a single person the family unit shall include such dependent relatives as the Committee may specify.

(4) Notwithstanding subregulation (1), a family not already in possession of residential land may apply for a soft loan where the Authority offers leases under section 40 of the Act.

4. An application for a soft loan shall be accompanied by— Application for soft loan.

- (a) a fee of one dollar for every thousand dollars or part thereof of the amount of the proposed loan;
- (b) a written declaration signed by the applicant in the form set out as Form 1 in the First Schedule; Form 1. First Schedule.
- (c) an approved construction plan;
- (d) an estimate of the cost of construction;
- (e) a copy of the deed of conveyance or lease for the land;
- (f) evidence of income;
- (g) the birth certificates of dependent children; and
- (h) such other information as the Committee may require.

5. (1) Subject to subregulation (2), application fees shall not be refunded. Refund of application fee.

(2) Where an application is withdrawn before it is considered by the Investment Committee the applicant shall be refunded one-half of the application fee.

6. An applicant may be required to attend an interview with the approved agent to whom the application was made and to supply such further information as the approved agent may require. Interview with approved agent.

[Subsidiary]

National Housing Authority (Soft Loans) Regulations

Submission of applications to Committee.

7. An approved agent shall submit for the approval of the Committee applications for soft loans at least twice in every month.

Investment Committee. [55/1981].

8. (1) The Committee shall meet at least once in every month for the purpose of carrying out its functions.

(2) In determining the amount of the soft loan that is to be granted the Committee shall have regard to—

- (a) the approved plans;
- (b) the cost of construction of the house on the basis of the valuer's report;
- (c) the cost of completing purchase of land if applicable;
- (d) the present and prospective income of the applicant; and
- (e) such other circumstances as the approved agent and the Committee may consider material.

Borrower's equity.

9. (1) Before forwarding an application to the Committee for approval, an approved agent shall be satisfied that the applicant can provide the borrower's equity from his own resources.

(2) The borrower's equity may be represented by all cash or all labour or both thereof in the construction of the house.

(3) A borrower's equity obtained through a benevolent source such as a relative or an employer shall not be excluded unless the terms of repayment are so onerous as to render the borrower incapable of meeting his financial obligations under these Regulations.

Approved construction plans. Part II. First Schedule.

10. (1) The Authority shall make available approved construction plans of one to three bedroom houses at the fees prescribed in Part II of the First Schedule.

(2) An applicant may obtain from an approved agent on payment of the prescribed fee any plan supplied by the Authority.

(3) An applicant shall, where he desires to use his own construction plan, obtain the necessary planning approval before submitting his application to an approved agent.

Interest rate and repayment period.

11. (1) The rate of interest on a soft loan shall be three and a half per cent a year or such other rate as the Authority may determine by Notice published in the *Gazette*.

National Housing Authority (Soft Loans) Regulations

[Subsidiary]

(2) No servicing fee shall be charged by the Authority in respect of a soft loan, but all legal charges shall be borne by the borrower.

(3) In determining the length of the period over which the loan is to be repaid the Authority shall have regard to the age of the applicant.

12. (1) A borrower shall undertake to insure the property which is the subject of the loan against fire and such other perils as the Authority may specify, with an insurance company approved by the Authority and the interest of the Authority shall be noted on the policy. Property to be insured.

(2) Where a borrower fails to pay a premium when it becomes due or where the terms of the loan provide that the premium shall or may be paid by the Authority, the Authority may upon payment thereof, charge the borrower interest thereon until reimbursement at the same rate as that payable on the mortgage loan.

13. No borrower may dispose of a property which is the subject of a loan within the first five years from the date of commencement of construction. No disposal of property within first five years.

14. (1) The Authority may in its discretion with respect to any loan, make progress advances of the loan as construction of the premises proceeds. Progress advances.

(2) Progress advances may not, when added to the borrower's equity, exceed ninety per cent of the cost of construction at the stage reached on the date of application for the advance.

(3) No progress advance may be made unless the Committee is satisfied that the borrower has, from any previous advance or from the borrower's equity, discharged his obligations with respect to labour and materials at least in the proportion that the amount of the previous advance or borrower's equity bears to the approved loan.

15. (1) Where progress advances are not made the approved agent shall cause to be valued the cost of construction of the house on completion and for such purpose shall engage the services of a valuer approved by the Authority in accordance with this regulation. Approved valuers.

(2) The Secretary shall in pursuance of subregulation (1) keep a register of Chartered Surveyors and valuers and such

[Subsidiary]

National Housing Authority (Soft Loans) Regulations

other valuers as the Authority may for the purpose of these Regulations approve.

Builders' register.

16. (1) The Secretary shall keep a register of builders who are approved by the Authority as being competent to construct houses within the limits of the soft loan programme.

(2) The name of a builder shall not be entered in the register unless he gives to the Authority a written undertaking that he will enter into a building contract with any borrower who may require his services.

(3) Subject to subregulation (4), the Committee may in its discretion delete the name of any builder from the register and upon deletion the builder shall cease to be eligible to construct houses under the soft loan programme.

(4) Before exercising its power under subregulation (3) the Committee shall notify the builder in writing of its intention to delete his name from the register unless within such period as may be specified in the notification he satisfies the Committee that his name should not be deleted.

(5) Except in the case of a borrower builder or where a borrower's equity consists of labour, every successful applicant for a loan shall agree to employ one of the builders entered on the register.

Management fee payable to approved agent.

17. (1) The Authority shall pay quarterly to an approved agent a management fee based on the cumulative monthly sum advanced to borrowers less the principal sums repaid and sums in arrears calculated as follows:

- (a) one per cent a year on sums not exceeding fifteen million dollars;
- (b) three-quarter per cent a year on sums in excess of fifteen million but not exceeding twenty-five million dollars; and
- (c) one-half per cent a year on sums in excess of twenty-five million dollars.

(2) The management fee payable to approved agents under subregulation (1) may be varied by agreement between the Authority and the approved agents and the variation shall be published by Notice in the *Gazette*.

18. Before accepting any application on behalf of the Authority every approved agent shall enter into a contract with the Authority in the form set out as Form 2 in the First Schedule.

Contract with approved agent. Form 2. First Schedule.

19. The memoranda of charge and discharge shall be in the forms set out as Forms 1, 2 and 3 in the Second Schedule.

Memoranda of charge and discharge. Forms 1, 2, 3. Second Schedule.

FIRST SCHEDULE

PART I

FORM 1

Regulation 4.

Declaration

(To be signed personally by all applicants)

It is declared that all the statements and answers contained in the attached application for a first mortgage loan are full, complete and true.

1. I/We declare that I am/we are of full age and under no legal impediment and that all the answers and statements contained in the attached application are correct to the best of my/our knowledge.
2. I/We agree to pay all legal and closing charges, insurance premiums, charges and payments required to be made by the provisions of the Housing Act Ch. 33:01.
3. I/We have not been refused a loan on this security.
4. Valuation Charges and Legal Expenses shall be borne by me/us, together with any expenses necessary to perfect title, and I/We further agree that should the title be found unsatisfactory or should I/We decline or omit to take up the amount granted to me/us or the application be declined by the Authority for any cause whatever I/We will forthwith pay all expenses incurred in consequence of this application.
5. I/We agree that the statements and answers contained in the attached application shall form the basis on which the Authority may agree to advance to me/us the loan applied for and that if any untrue statements have been made or information withheld, the Authority may notwithstanding any term to the contrary contained in any mortgage taken on the faith thereof, forthwith demand and enforce repayment of the sum lent to me/us.
6. I/We will insure the buildings to an amount satisfactory to the Mortgage and such Insurance shall be effected with a Company to be approved by the Authority. I/We undertake to provide the Mortgagee with evidence of renewal of such Insurance during continuance of the Mortgage.
7. If the materials and workmanship are not satisfactory to the Authority, it reserves the right to determine the amount it shall advance.
8. I/We hereby offer to accept a loan of the amount applied for and on the mentioned security on the Authority's standard form of mortgage and agree that this offer shall remain open for acceptance by the Authority until withdrawn in writing.
9. I/We agree should the Authority lend the amount applied for or any part thereof, to keep the property in good repair.
10. I/We agree to occupy the property as my/our sole residence.

11. I/We agree to pay all taxes as they become due, and to exhibit receipts or certificates of such payments when required by the Authority.

Dated at this day of 19...

Signature

Signature

Witness

FOR OFFICIAL USE ONLY

Terms and Conditions of Loan

Amount Approved

Duration Interest Monthly Instalment

Agent's Recommendations:

Authority's Comments:

Regulation 18.

FORM 2

TRINIDAD AND TOBAGO

THIS AGREEMENT made this day of 19..... between THE NATIONAL HOUSING AUTHORITY established under the Housing Act and having its offices at in the City of Port-of-Spain in the Island of Trinidad (hereinafter called "the Authority") of the One Part and a Company duly incorporated under the provisions of the Companies Ordinance Ch. 31 No. 1 (1950 Ed.) and having its registered office at in the Island of Trinidad and (hereinafter called "the Approved Agent") of the other Part whereby it is agreed on as follows:

The Approved Agent will on behalf of the Authority grant soft loans to low-income persons for the construction of houses under the following terms and conditions:

1. No loan will be granted by the Approved Agent without the prior approval of the Authority and the Approved Agent will forward to the Authority twice in every month in respect of each application for a loan the following documents:

- (a) Application form;
(b) Declaration;
(c) Copy of approved building plans;
(d) Copy of approved valuer's report;
(e) Copy of freehold or leasehold title deed,

together with its recommendations on each application.

2. Interest shall be charged at the rate of three and one-half per cent a year or such other rate as shall be determined by the Authority.

3. Loans shall be for a period not exceeding thirty years and shall be determined by the Approved Agent and the Authority.
4. Loans will be granted up to a maximum of ninety-five per cent of the cost of construction and acquisition of the land (if applicable) or forty thousand dollars whichever is the lesser.
5. All loans will be secured by a first legal charge in favour of the Authority.
6. Repayments will be by agreed monthly instalments of capital and interest combined on the last day of each and every month during the life of the loan.
7. Borrowers will be required to insure the mortgaged property against fire and such other perils as the Authority may specify.
8. Upon notification from the Authority's solicitors that the mortgage deeds are in order and ready for execution the Approved Agent will transfer to the Solicitor the exact amount of the loan to be secured by the mortgage deeds.
9. The Authority shall pay quarterly to an Approved Agent a management fee based on the cumulative monthly sum advanced to borrowers less the principal sums repaid and sums in arrears calculated as follows:
- one per cent a year on sums not exceeding fifteen million dollars;
 - three-quarter per cent a year on sums in excess of fifteen million dollars but not exceeding twenty-five million dollars; and
 - one-half per cent a year on sums in excess of twenty-five million dollars.
10. All other costs and expenses will be borne by the Approved Agent except that the Borrower shall pay the Authority's Solicitors fees and other charges (if any) for preparing and registering mortgage deeds, and the valuation fees (if any) incurred by the Approved Agents.
11. The Approved Agent shall submit to the Authority in respect of all mortgage loans—
- a copy of the amortisation schedule (i.e. the list of instalments by which the loan is repayable);
 - a monthly statement showing—
 - the total amount outstanding in respect of the arrears of instalments broken down into principal and interest; and
 - a list of all persons who have defaulted in the payment of instalments and the number of instalments outstanding in respect of each;
 - a quarterly statement showing all balances owing and the total amount thereof.
12. The Approved Agent will transfer all moneys received by the Approved Agent on behalf of the Authority to the Authority's account at
..... on the 14th and 28th days of every month and at the same time forward to the Authority a statement showing—
- the total amount transferred broken down into principal and interest; and
 - a list of all persons whose instalments are included in the total amount transferred.
13. It is understood between the parties hereto that the files and documents concerning the Authority's mortgages are to be made available to the Authority by the Approved Agent upon request.

14. The Approved Agent will not be liable to the Authority for any loss whatsoever sustained by the Authority in respect of any loan granted by the Approved Agent provided that the Approved Agent—

- (a) takes all reasonable precautions in acting as agent for the Authority in the granting of such loans; and
- (b) has not committed any breach of any of the terms of this Agreement.

15. This Agreement shall be for a period of three years from the date hereof but shall be determinable by either party giving to the other three months notice in writing.

IN WITNESS WHEREOF the Common Seal of the parties hereto were hereunder affixed the day and year herein written

THE SEAL OF THE NATIONAL
HOUSING AUTHORITY was hereto
affixed by
its Chairman in the presence of
.....another member
of the Authority and
.....its Secretary in the
presence of

And of me

THE COMMON SEAL OF
.....was hereto affixed
byits Secretary
in the presence of
one of its Directors by the order and authority of the
Board of Directors and signed by the said
andin the
presence of

And of me

PART II

The fees payable to the Authority in connection with approved building plans shall be—

- (a) for a one bedroom house \$40.00;
- (b) for a two bedroom house \$60.00;
- (c) for a three bedroom house \$80.00.

SECOND SCHEDULE

Regulation 19.

FORM 1

MEMORANDUM OF CHARGE made thisday of
.....in the Year of Our Lord One Thousand Nine Hundred and
.....by
of
in Trinidad and Tobago,
.....(hereinafter called "the Borrower(s)" in favour of the

NATIONAL HOUSING AUTHORITY incorporated by the Housing Act (hereinafter called "the Authority"):

WHEREAS THE BORROWER(S) ... seised in fee simple free from encumbrances of the freehold hereditaments specified in the Schedule hereto (hereinafter referred to as "the said freehold hereditaments") and ... applied to the Authority for a loan of the sum of ... under the provisions of section 36 of the said Act to be applied in or towards the purposes following, that is to say ... which loan the Authority has agreed to make upon the terms and conditions in manner hereinafter appearing:

WITNESSETH as follows:

1. In pursuance of the agreement and in consideration of the sum of ... lent by the Authority to the Borrower(s) on completion of the work to be undertaken the Borrower(s) hereby covenant(s) with the Authority to pay to the Authority the said loan, namely, the sum of ... with interest thereon at the rate of ... per cent a year by monthly instalments of principal and interest combined at the rate of ... Provided that if default is made, by the Borrower(s) in payment of any instalment of principal and interest or if ... shall commit a breach of any covenant or obligation herein contained or if any event shall arise whereby the Authority may exercise its power of sale the whole of the principal money then outstanding shall become immediately due and payable with interest thereon at the rate aforesaid.

2. For consideration aforesaid the Borrower(s) as beneficial owner(s) hereby convey(s) unto the Authority the said freehold hereditaments TO HOLD the same unto and to the use of the Authority in fee simple subject to the proviso for redemption hereinafter contained.

3. The said loan of ... abovementioned shall be made on the certificate of an approved valuer appointed by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of ... any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all of the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on payment by the Borrower(s) to the Authority of all sums due by ... under this Memorandum of Charge this Charge shall at the request of the Borrower(s) be vacated by Memorandum in the prescribed form or otherwise as the Borrower(s) shall direct.

5. THE BORROWER(S) HEREBY further covenant(s) with the Authority during the continuance of this security as follows:

- (1) To keep all the buildings erected or which may hereafter be erected on the said freehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower(s) shall fail or neglect to do so after due notice in writing thereof to ...

the Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with this obligation. And the Borrower(s) shall on demand repay to the Authority all the expenses incurred by the Authority and shall pay interest at the rate of per cent a year from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said freehold hereditaments.

(2) To keep all the said buildings and out-offices insured in the name of the Borrower(s) with the Authority's interest noted thereon against loss or damage caused by fire, earthquake and hurricane in the sum of

..... with an Insurance Company approved by the Authority and shall make all payments required for the purpose as and when the same shall become due and shall when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment. And if the Borrower(s) shall fail to perform any of obligations under this paragraph and if the Authority shall thereupon insure the said buildings or any of them in any amount not exceeding the Borrower(s) shall on demand repay to the Authority all payments made for that purpose and shall pay interest at the rate of per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.

(3) To pay and discharge all rates, taxes, duties, charges and assessments, impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said freehold hereditaments or any part thereof by the Borrower(s) and if the Borrower(s) shall at any time refuse or neglect to make such payments or to deliver the receipt thereof to the Authority on demand the Authority may pay the same and the Borrower(s) shall on demand repay to the Authority all payments made for that purpose and shall pay interest at the rate of per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.

(4) Not to dispose of the said freehold hereditaments within the first five years of the date of commencement of construction of the dwelling house.

(5) Not to exercise any powers of leasing or letting the said freehold hereditaments or mortgaging or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.

(6) To use the said freehold hereditaments as a residence for and immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained. And also shall not utilise the moneys hereby loaned for any purpose other than those hereinbefore specified.

(7) To comply with the provisions of the said Act and with all Regulations made thereunder.

6. PROVIDED ALWAYS and it is hereby agreed as follows:

(1) The Borrower(s) may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the

interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.

- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:
(a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for One Month after notice requiring payment thereof has been served on the Borrower(s);
(b) if the Borrower(s) shall fail to observe any of obligations hereunder other than in regard to the payment of principal and interest;
(c) if the Borrower(s) shall commit any act of Bankruptcy or make any assignment for the benefit of creditors.

IN WITNESS WHEREOF THE BORROWER(S) hereunder set(s) hand the day and year first hereinbefore written and the Seal of the National Housing Authority was hereunto affixed by the Chairman this day of one thousand nine hundred and

SCHEDULE

Signed and Delivered by the within-named in the presence of
And of me
The Seal of the National Housing Authority was hereto affixed by its Chairman in the presence of another member of the Authority and Secretary
And of me

FORM 2

Regulation 19.

MEMORANDUM OF CHARGE made this day of in the year of Our Lord one thousand nine hundred and by of in Trinidad and Tobago (hereinafter called "the Borrower") in favour of the National Housing Authority incorporated by the Housing Act (hereinafter called "the Authority"):

WHEREAS by Deed of Lease dated the day of 19... Registered as No. of (hereinafter referred to as "the said lease") and made between (hereinafter called "the Lessor") of the One Part and of the Other Part (hereinafter called "the Lessee") and which expression where the context so admits

shall include "the executors, administrators and assigns" the Lessor demised to the lessee the hereditaments described in the Schedule hereto (hereinafter referred to as "the said leasehold hereditaments") for the term of years from the day of 19, at the yearly rent of subject to the covenants and conditions therein contained;

AND WHEREAS the Borrower(s) now possessed of the said leasehold hereditaments for all the unexpired residue of the term of years created by the said Lease;

AND WHEREAS the Lessor in compliance with the covenant in that behalf in the said Lease contained granted consent to the assignment of the said leasehold hereditaments to the Authority hereby intended as appears by the paper writing dated the day of 19 hereto annexed and marked "A";

AND WHEREAS the Borrower(s) applied to the Authority for a loan of the sum under the provisions of section 36 of the said Act to be applied in or towards the following purpose, that is to say:

..... which loan the Authority has agreed to make upon the terms and conditions in manner hereinafter appearing;

WITNESSETH as follows:

1. In pursuance of the Agreement and in consideration of the sum of lent by the Authority to the Borrower(s) on completion of the work(s) to be undertaken the Borrower(s) hereby covenant(s) with the Authority to pay to the Authority the said loan with interest thereon at the rate of per cent a year by monthly instalments of principal and interest combined at the rate of: Provided that if default is made by the Borrower(s) in payment of any instalment of principal and interest or if shall commit a breach of any covenant or obligation herein contained or if any event shall arise whereby the Authority may exercise its power of sale the whole of the principal money then outstanding shall become immediately due and payable with interest thereon at the rate aforesaid.

2. For the consideration aforesaid the Borrower(s) as beneficial owner hereby assign(s) unto the Authority all the said leasehold hereditaments comprised in and demised by the said lease together with the buildings erected or hereafter to be erected thereon TO HOLD the same unto the Authority for the residue now unexpired of the term of years created by the said lease except the last day thereof subject to the proviso for redemption hereinafter contained.

3. The said loan of above mentioned shall be made on the certificate of a Valuer approved by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on the payment by the Borrower(s) to the Authority of all sums due by under this

Memorandum of Charge this Charge shall at the request of the Borrower(s) be vacated by Memorandum in the prescribed form or otherwise as the Borrower(s) shall direct.

5. THE BORROWER(S) HEREBY FURTHER COVENANT(S) with the Authority during the continuance of the security as follows:

- (1) To keep all the buildings on the said leasehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower(s) shall fail or neglect to do so after due notice in writing thereof to The Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with the above obligation. And the Borrower(s) shall on demand repay to the Authority all the expenses thereby incurred by the Authority and shall pay interest at the rate of per cent a year from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said leasehold hereditaments.
- (2) To keep all the buildings and out-offices insured in the name of the Borrower(s) with the Authority's interest noted thereon, against loss or damage caused by fire, earthquake and hurricane in the sum of at least with an Insurance Company approved by the Authority and shall make all payments required for the purpose as and when the same shall become due and shall when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment.
And if the Borrower(s) shall fail to perform any of obligations under this paragraph and if the Authority shall thereupon insure the said buildings or any of them in any amount not exceeding the Borrower(s) shall on demand repay to the Authority all payments for that purpose and shall pay interest at the rate of per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.
- (3) To pay and discharge all rates, duties, charges, assessments, impositions and outgoings whatsoever which shall be assessed, charged or imposed upon or payable in respect of the said leasehold hereditaments or any part thereof by the Borrower(s) and if the Borrower(s) shall at any time refuse or neglect to make such payments or to deliver the receipt thereto to the Authority on demand the Authority may pay the same and the Borrower(s) shall on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of per cent a year from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.
- (4) Not to exercise any powers of leasing or letting the said leasehold hereditaments or mortgaging or selling or otherwise of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.
- (5) To use the said leasehold hereditaments as a residence for and immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained; And also shall not utilise the moneys hereby loaned for any purposes other than those hereinbefore specified.
- (6) To pay the rent reserved by the said lease in respect of the said leasehold hereditaments and shall observe and perform the covenants and conditions therein contained on the part of the Lessee to be observed and performed.

(7) To comply with the provisions of the said Act and with all Regulations made thereunder.

6. PROVIDED ALWAYS and it is hereby agreed as follows:

- (1) The Borrower(s) may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:
 - (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for one month after notice requiring payment thereof shall have been served on the Borrower(s);
 - (b) if the Borrower(s) shall fail to observe any of obligations hereunder other than in regard to the payment of principal and interest;
 - (c) if the Borrower(s) shall commit any act of bankruptcy or make any assignment for the benefit of creditors.

IN WITNESS WHEREOF THE BORROWER(S) hereunder
 set(s) hand the day and year first hereinbefore
 written and the Seal of the National Housing Authority hereunto affixed by the Chairman
 this day of one thousand nine hundred and

SCHEDULE

Signed and Delivered by the within-named in the
 presence of }
 and of me

The Seal of the National Housing Authority
 was hereto affixed by }
 its Chairman in the presence of }
 another member of the Authority and
 Secretary. }
 and of me

Memorandum of Discharge

HOUSING ACT

IN THE MATTER OF THE MEMORANDUM OF CHARGE DATED

theday of19.....

registered as No.....of.....

Made by

In favour of

The National Housing Authority

The National Housing Authority hereby acknowledges to have received all moneys due under and secured by the above-mentioned Memorandum of Charge.

In Witness whereof the Seal of the said

Authority is hereto affixed this

day of 19.....

by Chairman

in the presence of

another member of the Authority

and , Secretary

in the presence of

and of me

INTEREST RATE (Soft Loans) NOTICE

34/1978.

*made under regulation 11 of the
National Housing Authority
(Soft Loans) Regulations*

As from 1st January 1978, the interest rates applicable to Soft Loans made by the Authority shall be—

- (a) two per cent a year where the maximum loan permissible is not more than \$15,000; and
- (b) three per cent a year where the maximum loan permissible is not more than \$45,000.

**HOUSING (INCOME TAX
EXEMPTION) REGULATIONS**

made under section 74(2)

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation.
2. Application for certificate of exemption.
3. Separate accounts to be kept by person who lets newly constructed house.
4. Separate accounts to be kept by builder.
5. Tax free interest rates.

SCHEDULE.

Citation.

1. These Regulations may be cited as the Housing (Income Tax Exemption) Regulations.

Application for
certificate of
exemption.
Form 1.
Schedule.
Ch. 75:01.

2. (1) Any person requiring a certificate of the Minister for the purpose of claiming exemptions from income tax under section 42(2)(a) of the *Income Tax Act may make application to the Minister on the form set out as Form 1 in the Schedule. The application shall be accompanied by—

(a) a certificate of completion issued by the appropriate local authority; and

Form 2.
Schedule.

(b) a certificate in the form set out as Form 2 in the Schedule certifying that the dwelling house in respect of which the application is being made is a newly constructed house.

Form 3.
Schedule.

(2) If the Minister is of opinion that the applicant qualifies for exemption under the provisions of the said paragraph, he shall issue a certificate in the form set out as Form 3 in the Schedule.

Ch. 75:01.

Form 4.
Schedule.

(3) Any person requiring a certificate of the Minister for the purpose of claiming exemptions from income tax under section 42(2)(b) of the Income Tax Act may make application to the Minister on the form set out as Form 4 in the Schedule.

*See Note on Adaptation at page 2 concerning the adaptation of references to the Income Tax Act on pages 77 to 83 below.

(4) If the Minister is of opinion that the applicant qualifies for exemption under the provisions of the said paragraph, he shall issue a certificate in the form set out as Form 5 in the Schedule.

Form 5.
Schedule.

(5) Any registered trader requiring a certificate of the Minister for the purpose of claiming exemptions from income tax under section 42(2)(c) of the Income Tax Act may make application to the Minister on the form set out as Form 6 in the Schedule.

Form 6.
Schedule.

(6) If the Minister is of opinion that the applicant qualifies for exemption under the provisions of the said paragraph, he shall issue a certificate in the form set out as Form 7 in the Schedule.

Form 7.
Schedule.

(7) Any person requiring a certificate of the Minister for the purpose of claiming exemptions from income tax under section 42(2)(d) or (e) of the Income Tax Act may make application to the Minister on the form set out as Form 8 in the Schedule.

Form 8.
Schedule.

(8) If the Minister is of opinion that the applicant qualifies for exemption under the provisions of the said paragraph, he shall issue a certificate in the form set out as Form 9 in the Schedule.

Form 9.
Schedule.

3. Where any person lets any newly constructed house of the class specified in section 43 of the Income Tax Act, such person shall keep separate accounts in respect of the premiums and rents derived therefrom. At the request of the Board or the Minister such accounts shall be produced for inspection.

Separate accounts to be kept by person who lets newly constructed house.
Ch. 75:01.

4. (1) Where a registered trader is engaged in the exercise of the trade or profession of a builder, the trader shall keep separate accounts, in such form as the Board may prescribe, showing the measure of profits he claims in respect of—

Separate accounts to be kept by builder.

- (a) his trade or profession as a builder; and
- (b) the sale of newly constructed dwelling houses.

(2) A registered trader shall produce his accounts for inspection by the Board or by the Minister when so requested.

5. For the purposes of section 42(2)(d) or (e) of the Income Tax Act—

Tax free interest rates.
[80/1975].
Ch. 75:01.

- (a) the tax free interest rate shall be seven and one-half per cent a year; and
- (b) the tax free service charge shall not exceed one per cent a year.

SCHEDULE

Regulation 2(1).

FORM 1

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

APPLICATION FOR CERTIFICATE FOR PURPOSES OF CLAIMING EXEMPTION UNDER SECTION 42 (2) (a) OF THE INCOME TAX ACT

To: THE MINISTER OF HOUSING

I, of do hereby apply for a Certificate for the purpose of claiming exemptions from income tax under the provisions of section 42(2)(a) of the Income Tax Act in respect of the dwelling house referred to below, and I certify that statements made on this form by me are in all respects true and correct.

The Certificate is required in respect of my income for the year(s)

..... Signature of Applicant

Date 19..... Dwelling house situated at Is the dwelling house owner-occupied? Date construction of dwelling house was commenced Date construction of dwelling house was completed Cost of construction Periods of owner-occupancy during relevant year(s)

Regulation 2(1).

FORM 2

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

CERTIFICATE

ISSUED BY THE AUTHORITY UNDER REGULATION 2(1) OF THE HOUSING (INCOME TAX EXEMPTION) REGULATIONS

I, Secretary of the National Housing Authority, do hereby certify that the dwelling house erected on Lot No of the construction of which was begun after 31st December 1957, and completed on is for the purposes of the Housing Act, a newly-constructed house.

Attached hereto is the completion certificate in respect of the said house issued by the appropriate local health authority in compliance with the enactments respecting Public Health.

..... Secretary, National Housing Authority

FORM 3

Regulation
2(2).

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

CERTIFICATE

ISSUED BY THE MINISTER UNDER REGULATION 2(2) OF THE HOUSING
(INCOME TAX EXEMPTION) REGULATIONS

THIS IS TO CERTIFY that in the opinion of the Minister the provisions of section 18B (2)(a) of
the Income Tax Ordinance may properly be applied to

.....
(name)

ofin respect of the dwelling
(address)

house situated atfor the purpose
of assessing his chargeable income for the year(s)

Period(s) of occupancy by owner, during relevant year(s)

Dated thisday of

.....
for Minister of Housing

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

APPLICATION FOR CERTIFICATE FOR PURPOSES OF CLAIMING
EXEMPTION UNDER SECTION 18B (2)(b) OF THE INCOME TAX ORDINANCE

To : THE MINISTER OF HOUSING

I,
of
do hereby apply for a certificate for the purpose of claiming exemption from income tax under the provisions of section 18B (2)(b) of the Income Tax Ordinance in respect of the dwelling houses referred to below, and I certify that the statement made by me on this form are in all respects true and correct.

The certificate is needed in respect of my income for the year(s)

.....
Signature of Applicant

Date

Dwelling House situated at	CONSTRUCTION DATES		Cost of construction	Periods of letting in relevant years	Tenant	Premium and rents
	Commencement	Completion				

FORM 5

Regulation
2(4).

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

CERTIFICATE

ISSUED BY THE MINISTER UNDER REGULATION 2(4) OF THE HOUSING (INCOME TAX EXEMPTION) REGULATIONS

THIS IS TO CERTIFY that in the opinion of the National Housing Authority the provisions of section 18B (2)(b) of the Income Tax Ordinance may properly be applied to

..... of
(name)

..... in respect of
(address)

the dwelling houses referred to hereunder for the purpose of ascertaining his chargeable income for year(s)

Dated this day of

.....
for and on behalf of the Minister of Housing

Dwelling House situated at	Periods of letting in relevant years	Tenant	Premium and Rents received

FORM 7

Regulation 2(6).

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

ISSUED BY THE MINISTER UNDER REGULATION 2(6) OF THE HOUSING (INCOME TAX EXEMPTION) REGULATIONS

THIS IS TO CERTIFY that in the opinion of the Minister the provisions of section 18B (2)(c) of the Income Tax Ordinance may properly be applied to

.....
(name)

of a person registered as a trader
(address)

in newly-constructed dwelling houses in respect of the dwelling houses
(number)
specified in the Schedule hereto.

Dated this day of

.....
*For and on behalf of the
Minister of Housing*

SCHEDULE

Dwelling House situated at	Builder Employed	Date of Sale

Regulation
2(7).

FORM 8

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

APPLICATION FOR CERTIFICATE FOR PURPOSE OF CLAIMING EXEMPTION
UNDER SECTION 18B (2)(d) OR SECTION 18B (2)(e) OF THE INCOME TAX
ORDINANCE

TO: THE MINISTER OF HOUSING

I,
(name)

of
(address)

do hereby apply for a certificate for the purpose of claiming exemption from income tax under the provisions of section 18B (2)(d) of the Income Tax Ordinance, in relation to interest on loans secured by, and service charge payable under, the mortgage(s) specified hereunder, and I certify that the statements made by me on this form are in all respects true and correct.

The certificate is required in respect of my income for the year(s)

.....
Signature of Applicant

Date

Registered Number of Mortgage	Date of Mortgage	Parties to Mortgage	National Housing Authority Guarantee Number	Principal Sum Secured	Rate of Interest

HOUSING (INCOME TAX EXEMPTION) REGULATIONS

CERTIFICATE

ISSUED BY THE MINISTER UNDER REGULATION 2(8) OF THE HOUSING (INCOME TAX EXEMPTION) REGULATIONS

THIS IS TO CERTIFY that in the opinion of the Minister the provisions of section 18B (2)(d) or of section 18B (2)(e) of the Income Tax Ordinance may properly be applied to

.....
(name)

of
(address)

in relation to interest on loans secured by, and service charge payable under the
(number)

mortgages referred to hereunder for the purposes of assessing his chargeable income for the year(s)

Dated thisday of

.....
*For and on behalf of the
Minister of Housing*

Registered Number of Mortgage	Date of Mortgage	Parties to Mortgage	National Housing Authority Guarantee Number	Principal Sum Secured	Rate of Interest

**NATIONAL HOUSING AUTHORITY
REGULATIONS**

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation.
2. Interpretation.
3. Registration as a trader.
4. Persons who may be registered.
5. Cancellation of registration.
6. Approval etc. of mortgagees.
7. Application for guarantee of Authority.
8. Manner of undertaking guarantee by Authority.
9. Circumstances in which guarantee may be entered into.
10. Circumstances in which application under regulation 7 must not be approved.
11. Matters to be contained in mortgage where application for Authority's guarantee thereof.
12. Aggregate monthly payment.
13. Sums payable by mortgagor to mortgagee before mortgage executed.
14. Consent of Authority necessary before execution of alterations or improvements.
15. Mortgagee to inform Authority of failure of mortgagor to perform covenants etc. Form 4.
16. Condition of guarantee.
17. Restrictions of exercise of power of sale.
18. Circumstances in which guarantee becomes void.
19. Effect of assignment of mortgage debt by an approved mortgagee.
20. Reasonable care etc. to be exercised by approved mortgagee.
21. Expression of mortgage in foreign currency.
22. Mortgage insurance fee.
23. Fees payable to Authority.
24. Sums payable by employees.
25. Authority deemed to be an approved mortgagee.

FIRST SCHEDULE.

SECOND SCHEDULE.

**NATIONAL HOUSING AUTHORITY
REGULATIONS**

72/1969.
[136/1972
74/1974
163/1974
135/1976].

made under section 74(1)

1. These Regulations may be cited as the National Housing Authority Regulations. Citation.

2. In these Regulations— Interpretation.

“approved mortgage” means a mortgage that satisfies the provisions of regulation 13 and is otherwise in a form approved by the Authority;

“approved mortgagee” means a person approved by the Authority for the purpose of making loans under the Act;

“Board” means the Board of Inland Revenue;

“Form” means Form in the First Schedule;

“guarantee” means a guarantee that satisfies the provisions of sections 13 and 14 of the Act;

“initial sale” means the first sale by any party, to any other party, of a dwelling house, subsequent to completion, and prior to first occupation thereof for any purpose whatsoever;

“registered trader” means a person registered under regulation 4 as a trader in newly constructed dwelling houses;

“Secretary” means the Secretary to the Authority.

3. (1) Where any person desires to be registered as a trader in newly constructed dwelling houses, he shall submit an application to the Authority on the form set out as Form 1 together with an application fee of ten dollars. Registration as a trader.
Form 1.

(2) The application fee shall be returned to the applicant if the application is rejected.

4. (1) The Authority may direct the Secretary to register, as a trader in newly constructed dwelling houses, any person whom it is satisfied is engaged in the construction of dwelling houses for sale. Persons who may be registered.

(2) Where the Secretary has been directed by the Authority under subregulation (1) to register a person as a trader in newly constructed dwelling houses, the Secretary shall register the person by entering the person’s name in a Register to be kept by him for the purpose.

Cancellation of registration.

5. (1) Where a person is registered as a trader in newly constructed dwelling houses, the Authority may, in its discretion, direct the Secretary to cancel the registration and to remove the person's name from the Register.

Ch. 33 No. 1.
(1950 Ed.).

(2) Notwithstanding the removal of a person's name from the Register in pursuance of a direction of the Authority under the provisions of subregulation (1), such person shall be deemed to be a registered trader for the purpose of claiming exemption from income tax under paragraph (c) of subsection (2) of section 18B of the Income Tax Ordinance in respect of any newly constructed dwelling house the construction of which the Authority certifies was commenced prior to the date of the removal.

Approval etc. of mortgagees.

6. (1) The Authority may approve of such persons as it thinks fit as approved mortgagees and may at any time withdraw the approval.

(2) The Authority shall publish in the *Gazette* notice of any such approval or withdrawal of approval.

Application for guarantee of Authority.
[135/1976].

7. (1) Where an approved mortgagee proposes to lend a sum of money not exceeding* sixty thousand dollars to a person (in this regulation referred to as "the mortgagor") for the purchase or construction of a dwelling house to which Part II of the Act applies, the mortgagor and the approved mortgagee shall, if they desire the Authority to enter into a guarantee in respect of the repayment of the loan, make an application to the Authority for an undertaking as provided for in regulation 8.

Form 2.

(2) An application under this Regulation shall be in the form set out as Form 2 and shall be submitted to the Authority together with—

- (a) a fee of three dollars for every thousand dollars or part thereof of the amount of the proposed loan, which fee shall be paid by the mortgagor; and
- (b) three copies of the plans and specifications of the proposed building, where the loan is for the purpose of constructing a dwelling house.

(3) If the Authority does not approve of the application, or if the application is withdrawn by the applicants before the undertaking is given, one-half of the fee shall be returned to the mortgagor.

*For the original figure of \$25,000 G.N. 135/1976 substituted \$40,000 with effect from 1st January 1975 and \$60,000 with effect from 1st January 1976.

National Housing Authority Regulations

[Subsidiary]

8. Subject to the provisions of the Act and of these Regulations, the Authority shall, on approving an application made under regulation 7, give an undertaking signed by the Secretary in the form set out as Form 3 that it will enter into a guarantee in respect of the loan that is the subject of the application.

Manner of undertaking guarantee by Authority. Form 3.

9. The guarantee referred to in regulation 8 shall be entered into only—

Circumstances in which guarantee may be entered into.

- (a) where the loan is to be made for the purpose of purchasing a dwelling house, upon satisfactory proof of the purchase by the mortgagor of the dwelling house and on production of the approved mortgage executed by the mortgagor and the mortgagee securing the repayment of the loan;
- (b) where the loan is to be made for the purpose of constructing a dwelling house, if the dwelling house is constructed in accordance with the plans and particulars as approved by the Authority and upon presentation of an approved mortgage on the dwelling house executed by the mortgagor and the mortgagee securing the repayment of the loan.

10. An application made under regulation 7 shall not be approved—

Circumstances in which application under regulation 7 must not be approved. [59/1978, 142/1978].

- (a) where the repayment of any other loan by the mortgagor is the subject of a guarantee by the Authority;
- (b) where there is an undischarged undertaking by the Authority to enter into a guarantee in respect of any other loan to be made to the mortgagor, unless the parties for whose benefit the undertaking was given shall, by writing under their hand, release the Authority from its obligations thereunder; and
- (c) unless the mortgagor establishes to the satisfaction of the Authority—
 - (i) that he has a good credit standing; and
 - (ii) that the periodic payments which he will be required to make under the approved mortgage securing the repayment of the loan referred to in the application bears a proper relation to his present and anticipated net income.

[Subsidiary]

National Housing Authority Regulations

Matters to be contained in mortgage where application for Authority's guarantee thereof. [74/1974 39/1978 142/1978].

11. (1) Subject to the provisions of sections 13 and 14 of the Act, every mortgage produced to the Authority for the purpose of obtaining the Authority's guarantee pursuant to an undertaking shall satisfy the provisions of this regulation.

(2) The interest of the mortgagor subject to the mortgage shall be, either—

- (a) the fee simple absolute in the land on which the dwelling house stands; or
- (b) a term of years absolute in freehold land under a lease which is due to expire at least two years after the date when the last of the amortisation payments becomes due.

(3) The mortgage shall be a first charge upon the property mortgaged.

(4) The mortgage shall bear interest at a rate approved by the Authority which, when consolidated with the prescribed rate prevailing at the date of the execution of the mortgage in respect of mortgage insurance; and the maximum rate in respect of a service charge prescribed by subregulation (6)(b), does not exceed an interest rate of eight per cent a year calculated on the principal sum in the manner approved by the Authority.

(5) The mortgage shall contain provisions satisfactory to the Authority for—

- (a) the complete amortisation of the principal sum, interest and other sums, if any, payable under subregulation (6) calculated in the manner approved by the Authority under subregulation (4) but payable by monthly instalments secured within a period of not more than thirty years from the date of guarantee nor more than three-quarters of the Authority's estimate of the economic life of the building, whichever is the less;
- (b) the insurance by the mortgagor of the building against fire and such other hazards as the Authority may stipulate, and in such amount and with such insurance company as the Authority may approve;
- (c) equal monthly payments by the mortgagor of such an amount as will discharge the ground rent, if any, and the estimated amount of all rates, taxes, and other special assessments, if any, and fire and other hazard insurance premiums within a period ending on the interest payment date immediately prior to the date

on which the rent, assessments or premiums, as the case may be, become due and owing;

(d) the adjustment of the monthly payments referred to in paragraph (c) in case the estimated amount of such taxes, assessments and insurance premiums proves to be or becomes more or less than the actual amount thereof so paid by the mortgagor;

(e) requiring the consent of the Authority, so long as it is liable under the guarantee, to the assignment or conveyance by the mortgagor to a third person of his right to redeem, or of his interest in, the mortgaged property.

(6) In addition to the interest permitted under subregulation (4), the mortgage shall provide—

(a) for payment by the mortgagor on or before the execution of the approved mortgage of a sum equal to the prescribed insurance fee payable by the mortgagee under section 15 of the Act;

(b) for monthly payments by the mortgagor of a service charge at a rate not exceeding the rate of one per cent a year of the balance of the principal sum for the time being owing under the mortgage;

(c) for such other matters as the Authority may approve.

(7) The mortgage shall contain a provision permitting the mortgagor, on the expiration of two years after the mortgage was executed, and upon giving thirty days' notice in writing and paying such additional charges as may be agreed upon by the parties to the mortgage, to discharge the balance for the time being outstanding, or any part thereof amounting to the sum of either four hundred and eighty dollars or five hundred dollars (at the option of the mortgagee) or any multiple thereof, on the day when payment of interest is due.

12. (1) All monthly payments to be made by the mortgagor to the mortgagee under an approved mortgage shall be added together and the aggregate amount thereof paid on a date to be fixed in the mortgage in a single payment (in this regulation referred to as the "aggregate monthly payment").

Aggregate
monthly
payment.

(2) The mortgagee shall apply the aggregate monthly payment towards the discharge of the mortgagor's obligations under the mortgage in the following order:

- (a) the amount, if any, payable under the mortgage pursuant to regulation 11(6)(a);
- (b) the amount payable under the mortgage pursuant to regulation 11(5)(c);
- (c) the service charge, if any;
- (d) interest due under the mortgage;
- (e) the amortisation of the principal sum secured under the mortgage.

(3) For the purpose of section 11 of the Act, borrower charges are such expenses as are incurred by an approved mortgagee in accordance with the terms of the mortgage to safeguard the interest of the mortgagee and the Authority for—

- (a) insurance premiums for fire and other perils insured against;
- (b) taxes and other rates and charges levied against the property which have priority over the mortgage;
- (c) any premiums in respect of life insurance required to be effected under the mortgage;
- (d) any emergency expense; and
- (e) such other purposes and in such amounts as may be approved by the Authority in writing.

Sums payable by mortgagor to mortgagee before mortgage executed.

13. On or before the execution of the approved mortgage, the mortgagor shall pay to the mortgagee such a sum as will be sufficient to discharge—

- (a) the ground rent, if any, and the estimated amount of all rates, taxes, special assessments and fire and other hazard insurance premiums for the period beginning on the date up to which the ground rent, rates, taxes, assessments and fire and other hazard insurance premiums were last paid and ending on the date on which the next monthly payment is due under the mortgage; and
- (b) the insurance fee payable by the mortgagee under section 15 of the Act, where a provision is contained in the mortgage pursuant to regulation 11(6)(a).

Consent of Authority necessary before execution of alterations or improvements.

14. (1) Where the repayment of a loan secured by a mortgage on a dwelling house is subject to a guarantee, a mortgagor or mortgagee, as the case may be, shall obtain the consent of the Authority before he executes any alterations or improvements to the dwelling house.

(2) Any mortgagor or mortgagee who acts in contravention of subregulation (1), he is liable on summary conviction to a fine of seven hundred and fifty dollars.

(3) In this Regulation, "mortgagor" and "mortgagee" include the assignee of, or the successor in title to, the interest of the mortgagor or mortgagee, as the case may be, in the dwelling house.

15. (1) At the end of each month the mortgagee shall notify the Authority, in the form set out as Form 4 of all mortgagors who have failed to make any payment or to perform any other covenant or obligation under the mortgage of which the mortgagee has actual knowledge.

Mortgagee to inform Authority of failure of mortgagor to perform covenants etc. Form 4.

(2) If after the making of a report under this Regulation the mortgagor performs the covenant or obligation occasioning the report, the mortgagee shall notify the Authority accordingly.

16. It shall be a condition of every guarantee that the interest of the mortgagor in the mortgaged premises is not less than it is represented to be in the mortgage deed securing the repayment of the loan in respect of which the guarantee was entered.

Condition of guarantee.

17. (1) So long as the Authority is liable under a guarantee, the mortgagee with whom the guarantee was entered into shall not exercise his power of sale—

Restrictions on exercise of power of sale.

- (a) at any time without giving fourteen days' prior notice in writing to the Authority of his intention to do so;
- (b) within one month from the date on which such right has become exercisable under the mortgage, except with the written consent of the Authority;
- (c) without giving the Authority the option, on the exercise of such power, of purchasing the property which is the subject of the mortgage;
- (d) by private contract if the Authority shall request a sale by public auction.

(2) Without prejudice to the provisions of subregulation (1), when a mortgagee's power of sale becomes exercisable, the mortgagee shall exercise such power within such time and in such manner as the Authority may direct.

(3) Notwithstanding subregulations (1) and (2), the mortgagee may at any time after a mortgagor has twice in one year been in default give seven days' notice in writing to the Authority of its

intention to foreclose or exercise his power of sale and if the Authority does not within fourteen days after the expiration of the notice exercise its option to purchase the property, the mortgagee shall be at liberty to foreclose or exercise his power of sale and any such sale may be by public auction or private contract in the discretion of the mortgagee.

Circumstances in which guarantee becomes void.

18. If the mortgagee fails to observe any of the mortgagee's covenants under the mortgage or any of the provisions of these Regulations in force at the time of the execution of the mortgage, the Authority's liability under the guarantee shall, unless the Authority shall otherwise determine, cease and the guarantee shall be void and of no effect.

Effect of assignment of mortgage debt by an approved mortgagee. Ch. 27 No. 12 (1950 Ed.).

19. (1) Where an approved mortgagee assigns the mortgage debt secured under an approved mortgage and conveys the mortgaged property to another person, whether as a result of the exercise by the mortgagee or an encumbrancer of the power conferred on him by section 33 of the Conveyancing and Law of Property Ordinance or otherwise, the Authority's liability under the guarantee entered into in respect of the repayment of the mortgage debt shall cease and the guarantee shall be void, unless—

- (a) the assignment of the debt and the conveyance of the mortgaged property were made to an approved mortgagee; or
- (b) the person to whom the assignment and conveyance were made permits the mortgage to be serviced by the Authority or, subject to such terms as the Authority may think fit, by an approved mortgagee.

(2) Regulation 18 shall apply in the case of any such assignment and conveyance as if the expression "the mortgagee" contained therein included a reference to the assignee of the interest of the mortgagee.

Reasonable care etc. to be exercised by approved mortgagee.

20. (1) For the purpose of section 14 and the expression "borrower charges" in section 11 of the Act, an approved mortgagee shall exercise reasonable care and prudence in the administration of an approved mortgage and the collection and repayment thereof and it shall be satisfactory to the Authority and the approved mortgagee shall be deemed not to be negligent if he follows the practice and procedure which pertain to the approved mortgagee's general practice.

(2) If an approved mortgagee is negligent in the administration of an approved mortgage or the protection of the security, then the Authority may deduct from any sum payable under the Authority's guarantee given under Part II of the Act the amount of the damages sustained by the Authority as a result of the negligence.

(3) If the Authority and the approved mortgagee are unable to agree on the extent of the negligence or of the damages arising therefrom, then the matter shall be referred for arbitration to a sole arbitrator acceptable to the Authority and the approved mortgagee or if no sole arbitrator is acceptable to both parties, then to two arbitrators, one of whom shall be chosen by each party and an umpire to be chosen by the two arbitrators. The costs of the arbitration shall be borne as agreed between the parties or in default of the agreement as shall be determined in the arbitration award.

21. (1) A mortgage may, with the approval of the Authority, be expressed in a currency other than the currency of Trinidad and Tobago, and where this is the case, these Regulations shall apply *mutatis mutandis*.

Expression of mortgage in foreign currency.

(2) All moneys payable by the mortgagor to an approved mortgagee or to an approved housing company shall be payable by the mortgagor in the currency in which the mortgage loan is expressed, or the equivalent in the currency of Trinidad and Tobago at the official rate prevailing in Trinidad and Tobago on the date on which payment is made.

(3) Nothing in this Regulation shall prejudice the operation of any law in force in Trinidad and Tobago relating to foreign currency.

22. The insurance fee payable under section 15 of the Act is three per cent of the loan.

Mortgage insurance fee.

23. There shall be payable to the Authority in connection with the searches, verification of title, preparation and execution of a memorandum of charge or discharge and other incidental matters effected or done by Solicitor on the staff of the Authority the fees set forth in the Second Schedule.

Fees payable to the Authority. Second Schedule. [163/1974].

24. (1) Any sum payable by a Government employee to the Authority by virtue of the Act may be deducted by the paying authority concerned from the salary of the employee, but subject

Sums payable by employees.

to any general or special directions which may be given by the Minister.

(2) No such deduction shall be made by a paying authority except in accordance with a certificate under the hand of the Secretary as to the amount payable and the date on which it is payable.

(3) Any sum deducted by a paying authority shall be paid to the Authority.

(4) In this Regulation, "Government employee" includes an employee of a Statutory Corporation under the control of the Government.

Authority deemed to be an approved mortgagee.

25. (1) The Authority shall be deemed to be an approved mortgagee under the Act.

(2) The Authority shall act as an approved mortgagee in administering direct loans and shall, in the discretion of the Authority, apply the same remedies in the case of default as are described in these Regulations.

FIRST SCHEDULE

FORM 1

Regulation 3(1).

NATIONAL HOUSING AUTHORITY REGULATIONS
APPLICATION FOR REGISTRATION AS A TRADER IN NEWLY CONSTRUCTED DWELLING HOUSES

To: The National Housing Authority.

I, of do hereby apply for registration as a trader in newly constructed dwelling houses and I certify the statements made on this form by me are in all respects true and correct.

The application fee of \$10.00 is submitted herewith.

..... Signature of Applicant

Date

How long have you been constructing dwelling houses for sale?

Give particulars of dwelling houses so constructed within the past twelve months

Are you carrying on the trade or profession of a builder?

Do you keep accounts in respect of such trade?

NATIONAL HOUSING AUTHORITY REGULATIONS

APPLICATION FOR UNDERTAKING

To: The National Housing Authority.

Pursuant to the provisions of regulation 7 of the National Housing Authority Regulations, application is hereby made for an undertaking that the National Housing Authority will enter into a guarantee with the parties hereto in respect of the repayment of the sum of \$to be lent by the mortgagee to the mortgagor for the purpose of purchasing*/constructing* the dwelling house particulars of which are set out in the Schedule hereto.

The loan is to bear interest at the rate ofper cent a year and will be repayable in years by equal monthly instalments of \$ covering principal and interest, and will be secured by an approved mortgage.

The applicants agree to furnish the Authority with such other information as the Authority may require for the purposes of this application.

The application fee of \$..... is submitted herewith.

SCHEDULE

*To be filled in where loan is for purchasing dwelling house. Situation of Dwelling House Present Owner Purchase price

*To be filled in where loan is for constructing dwelling house. Location of construction site Estimated cost of construction Estimated cost of site improvements, if any Builder

NOTE:

- (a) Plans and Specifications in triplicate to be submitted herewith. (b) Plans and Specifications will be returned if applications rejected. Two copies will be returned if application approved.

Dated thisday of

Mortgagor

Approved Mortgagee

Address

Address

*Delete whichever is inapplicable.

Regulation 8.

FORM 3

NATIONAL HOUSING AUTHORITY REGULATIONS

UNDERTAKING TO GUARANTEE

Name and Address of Approved Mortgagee	File Number	Description of Property

Your application for undertaking to guarantee dated has been considered and the National Housing Authority hereby undertakes to issue a Certificate and Mortgage Guarantee in respect of a mortgage loan on the described property, in accordance with the Housing Act and the National Housing Authority Regulations.

In the sum of \$

Construction shall conform to the plans and specifications submitted with your application or previously approved by the Authority. In the case of non-compliance, the Authority in its sole discretion may vary the amount of guarantee.

The application fee unless previously remitted is now payable in the amount of \$...

The following terms and conditions are to apply to the mortgage to be made with respect to the referenced guarantee. Any variation in these terms and conditions not approved in writing by the Authority may result in withdrawal of the guarantee:

Interest Rate	%	Amortisation term:	Years
Service charge	%	Amortisation rate: \$	a month
Guarantee Fee	%	Ground rent: \$	a month
.....	%		

Dated

Signed
Secretary, National Housing Authority

NATIONAL HOUSING AUTHORITY REGULATIONS

To: THE NATIONAL HOUSING AUTHORITY.

Monthly notification of payments in default and/or failure to perform covenants or obligations.

For month ended 19.....

Total payments in default over 30 days at date of last report \$ Total payments in default over 30 days at this date \$
 (Number) (Amount) (Number) (Amount)
 (As listed below)

Particulars of payments in default and/or failure to perform covenants or obligations.

Reference Numbers	Name of Mortgagor(s)	Original Amount of Loan	Present Amount Outstanding	PAYMENT IN ARREARS		Details of nonperformance of covenants or obligations	Remarks
				No.	Amount		
		\$	\$		\$		
		TOTALS					

.....
 Mortgagee

L.R.O. 11/1980

National Housing Authority Regulations
 Housing
 Chap. 33:01
 [Subsidiary] 97

LAW OF TRINIDAD AND TOBAGO

[136/1972
163/1974].

SECOND SCHEDULE

Regulation 23.

**FEE PAYABLE TO THE AUTHORITY IN CONNECTION WITH THE
SEARCHES, VERIFICATION OF TITLE, PREPARATION AND EXECUTION OF
MEMORANDUM OF CHARGE OR DISCHARGE AND OTHER INCIDENTAL
MATTERS**

Where the amount borrowed does not exceed \$5,000.00	\$20.00
Where the amount borrowed exceeds \$5,000.00	\$40.00
Upon the discharge of a mortgage	\$20.00
