



CANADIAN ARMED FORCES RELOCATION DIRECTIVE (CAFRD)



1 April 2021 version

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Chapter 1. General

1.01 Introduction

This directive contains information regarding the benefits and applicable funding available to relocate CAF members, their dependants (if applicable) and their household goods and effects ((D) HG&E). It provides options to CAF members within a policy framework to allow them to choose specific relocation benefits.

(C)

1.02 Dependants education benefits

When relocated for service reasons, a member may be entitled to receive benefits related to the education of the member's children. The member is responsible for verifying any entitlement, completing the necessary applications and claiming benefits through the Children's Education Management (CEM) office. Additional information may be found at:

- (a) <u>Compensation and Benefits Instructions for the Canadian Forces</u> (CBI) Chapter 12 (*Education of Children*); and
- (b) the Children's Education Management (CEM) website.

(C)

Section 1.1 Directive

1.1.01 Directive

- (1) This Canadian Armed Forces Relocation Directive, cited as the "CAFRD", is effective 1 April 2021 and supersedes the Canadian Forces Integrated Relocation Program Directive (CFIRPD).
- (2) The CAFRD sets out the policies and benefits for relocations conducted under Section 9 of Chapter 208 of the CBI.

(T)

1.1.02 Authority

In the CAFRD immediately following every subsection:

- (a) made under the authority of the Treasury Board (TB), there is in parentheses the letter "T"; and
- (b) made under the authority of the Chief of the Defence Staff (CDS), there is in parentheses the letter "C".

(C)

1.1.03 Purpose

The purpose of the CAFRD is to relocate the CAF member, the member's dependants and the member's household goods and effects ((D)HG&E):

- (a) with the minimum detrimental effect on the member and their dependants;
- (b) with the minimum detrimental effect on CAF operations, CAF training, and CAF administration; and
- (c) at the most reasonable cost.

(T)

1.1.04 Application

- (1) (**Application**) The CAFRD applies to a member:
 - (a) who meets the eligibility requirements under CAFRD <u>1.1.05</u> (*Eligibility*); and
 - (b) whose HG&E are moved at public expense on or after 1 April 2021.
- (2) For the purposes of determining the move date at subparagraph (1)(b), the date that the member's HG&E are loaded shall be used.
- (3) (**Transition**) A member to whom the previous CFIRPD applied and who was reimbursed or incurred a payable expense that is no longer payable under the CAFRD, remains entitled to that reimbursed or incurred expense under the previous CFIRPD.
- (4) (**Personalized Funds**) Any funds remaining in the former CFIRPD Personalized Component on 31 March 2021 are paid out to the member. (T)

1.1.05 Eligibility

- (1) (**Eligibility**) Subject to paragraph (3), a member who is **not** prohibited from moving (D)HG&E is eligible to benefits under the CAFRD, as follows:
 - (a) a Regular Force member
 - (i) who is posted to a new permanent workplace that is 40 km or more by direct road distance from the current permanent workplace (see also paragraph (2)), and
 - (ii) whose new residence is at least 40 km closer to the new permanent workplace than the current residence;
 - (b) a Reserve Force member who has been authorized by the Director Compensation and Benefits Administration (DCBA) to move their (D)HG&E in accordance with Chapter 13 (Moves of Reservists) for a period of Class "B" or "C" Reserve service employment, when:
 - (i) the new permanent workplace is 40 km or more by direct road distance from their current permanent workplace, and
 - (ii) the new residence is at least 40 km closer to the new permanent workplace than the current residence;
 - (c) a Reserve Force member whose Return Move has been authorized by DCBA in accordance with <u>Chapter 13</u> (*Moves of Reservists*);

- (d) a member who is authorized to be moved locally under <u>Section 11.3</u> (*Local moves on posting*);
- (e) a member who is relocated under <u>Chapter 14</u> (*Moves to Intended Place of Residence*); and
- (f) in respect of a member serving at a post outside Canada, it is determined by or under the authority of the CDS that for safety, security or operational reasons the member's (D)HG&E, the member, or both be moved to a new residence and that move is not a local move provided for under the *Military Foreign Service Instructions* (MFSI). For greater certainty, this may require two separate moves to two separate locations.
- (2) (**Interpretation**) In specific circumstances, for the purposes of calculating the distance between the current and the new permanent workplaces at subparagraph (1)(a)(i):
 - (a) when a member is on a posting to which their (D)HG&E has not been moved at public expense, and is subsequently posted, the last permanent workplace for which the (D)HG&E was moved at public expense is deemed to be the current permanent workplace; and
 - (b) when a member is being moved under <u>Section 11.1</u> (*Move of* (*D*)*HG&E from place of enrolment*), the member's permanent residence on their date of enrolment/transfer is deemed to be the current permanent workplace.
- (3) (**Limitation**) A member who enrols or re-enrols, or transfers from the Reserve Force to the Regular Force, and has not achieved trained status (as defined in <u>Section 1.4</u> (*Definitions*)) is not eligible to benefits under the CAFRD, unless that member:
 - (a) has graduated from a Canadian military college during their current period of Regular Force service;
 - (b) has graduated from a civilian university or vocational college for which their education/training and attendance was paid by the CAF during their current period of Regular Force service;
 - (c) is a dental, medical or legal officer who has successfully completed or has been otherwise granted the Basic Military Officer Qualification;
 - (d) is a Chaplain recruit who, by virtue of their ecclesiastical mandate received by their respective religious authority, is authorized to exercise pastoral care; or
 - (e) has moved their (D)HG&E at public expense to a new place of duty and subsequently releases or transfers from the Regular Force (see CAFRD 14.1.01 (Eligibility criteria table) for the list of eligible release items).

Chapter 1: General

1.1.06 Structure

This directive has been divided into three parts:

- (a) Part 1 General Principles and Commonalities which contains the general principles and administration of the CAFRD, and the relocation entitlements that are common to all moves;
- (b) Part 2 Main Benefits which contains the main and general entitlements for a typical move for service within Canada; and
- (c) Part 3 Special Circumstances which contains the limitations or enhancements of benefits for specific moves that are not contemplated in Part 2.

(C)

1.1.07 Units of measure

In this directive, the symbol:

- (a) "km" means kilometres;
- (b) "kg" means kilograms; and
- (c) "lbs" means pounds.

(C)

1.1.08 Joint or shared custody of dependants

In cases of joint/shared custody, when the dependant is residing with the member at the time of the relocation and moves with the member, expenses as outlined in the CAFRD related to that dependant are reimbursable.

(T)

Section 1.2 Spending Accounts

1.2.01 General

- (1) There are two sets of spending accounts (the "Core Account" and the "Custom Account") from which CAFRD benefits are funded.
- (2) Unused benefits payable from either **Core Account** or **Custom Account** funds are forfeited. They cannot be exchanged or assigned a monetary value to pay for other benefits or expenses.

(T)

1.2.02 Core Account

- (1) The benefits funded from the **Core Account** are intended to compensate the member for common relocation expenses considered to be essential to the move of a CAF member.
- (2) The **Core Account** is not a fixed amount of funds.

Chapter 1: General

1.2.03 Custom Account

- (1) The benefits funded from the **Custom Account** are intended to:
 - (a) where specifically indicated in this directive, enhance/augment benefits payable from **Core Account** funds; and
 - (b) provide the member with flexibility to choose other CAFRD benefits that best meet the member's relocation needs.
- (2) The **Custom Account** is a fixed amount of funds determined by an individualized formula.

(T)

1.2.04 Custom Account formula

- (1) The formula below is the **default Custom Account** formula. For some types of moves in Part 3 of this directive, this default formula is replaced by a situation-specific **Custom Account** formula.
- (2) The **Custom Account** formula is as follows: A + B + C = D, where:

A is the accommodation factor,

B is the transportation factor,

C is the HG&E shipment factor, and

D is the total amount available in the **Custom Account**.

(3) To calculate the transportation factor ("**B**"), the kilometric rate that corresponds with the annual <u>Department of Finance</u> income tax deduction limit for the use of personal vehicles for business purposes on the member's Change of Strength (COS) date shall be used with the following formula:

[One-way distance (km) \times Department of Finance rate \times family size] \times **0.35**

	Default Custom Account formula
A	The greater of (a) \$1,000; or (b) to a maximum of \$5,250, 35% of the real estate commission based on the sale price of the principal residence if sold prior to any appraisal being conducted, or on the initial appraised value.
+ B	35% of the cost of one-way transport from old place of duty to new place of duty for member and dependants.
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from current residence to new residence.
= D	Total Custom Account funds.

Chapter 1: General

1.2.05 Qualifying rooms

- (1) For the purpose of calculating the HG&E shipment factor ("C") in the **Custom Account** formula, the following is the list of qualifying rooms:
 - (a) Basement;
 - (b) Bedroom (including bedrooms in basement);
 - (c) Dining Room;
 - (d) Family Room;
 - (e) Garage (not including a parking garage for a condominium or apartment building);
 - (f) Kitchen;
 - (g) Living Room;
 - (h) Outbuilding or Storage Shed (limit one);
 - (i) Recreation Room; and
 - (j) separate storage room (for a condominium or apartment).
- (2) When shipment out of Long-Term Storage (LTS) is authorized, the **Custom Account** formula will be based on the number of qualifying rooms when the HG&E originally went into storage.

(T)

1.2.06 Qualifying rooms – shared accommodation

When a member shares accommodations with persons other than the member's spouse or dependants, the HG&E shipment factor is based on only the rooms occupied by the member.

(T)

Section 1.3 Requests for DCBA Review

1.3.01 General

- (1) The benefits outlined in this directive are designed to provide some degree of flexibility while remaining within the intent of the policy. This will allow members to make choices based on their specific needs. However, those choices shall not extend benefits or create entitlements.
- (2) The non-accountable *Movement Grant* at CAFRD <u>3.4.01</u> is provided to offset some additional expenses that are not specifically provided for under this directive.
- (3) There is no provision, under any circumstances, for benefits to be exchanged, traded, assigned a monetary value, or changed through the provision of a business case (i.e. an analysis of the costs related to a proposed alternative plan/benefit in relation to that provided for under this directive).

1.3.02 Request for DCBA review – process

- (1) A member may submit a request for DCBA review to the CAF Relocation Coordinator when the member:
 - (a) has incurred actual and reasonable expenses, resulting from exceptional circumstances or demands, that do not appear to be covered by the CAFRD;
 - (b) requires DCBA authority to receive a CAFRD benefit; or
 - (c) does not agree with the application or the interpretation of the CAFRD by the contracted relocation service provider.
- (2) The member's request shall include a description of the decision/situation that generated the request including all relevant facts known to the member, a clear statement of the benefits sought, and all pertinent supporting documents such as the posting instruction, the Member's Personnel Record Résumé (MPRR), invoices, airfare quotes, medical statements, Relocation Consultant's statements, reports, etc.
- (3) CAF Relocation Coordinators shall return incomplete requests to the member with explanations on required documents/information.

(C)

Section 1.4 Definitions

The definitions in this section apply to the CAFRD:

ACRD

Means the Government of Canada's <u>Accommodation and Car Rental</u> <u>Directory</u> for the applicable particular area. *REHELV*

Actively marketed

A principal residence is considered actively marketed for sale when:

- (a) it is continuously for sale except for brief interruptions (e.g. to change brokers or listings);
- (b) the listing price is consistent with both the value determined by the most recent appraisal for the entire property and the conditions of the market;
- (c) the member is acting in good faith to dispose of the residence; and
- (d) no reasonable offers have been refused.

Démarches de mise en vente active

Actual and reasonable expenses

Means:

(a) the actual expenses incurred, supported by proof of payment, e.g. receipts and vouchers; and

Chapter 1: General

(b) the reasonable amount that the CAF judges to be both appropriate and justifiable based on experience of what such costs should be in the circumstances, and within the limits of this directive.

Dépenses réelles et raisonnables

Arm's length transaction

Means a transaction that is consummated between two or more individuals who are **not** connected by blood relationship, marriage or common-law partnership or adoption, as per the Canada Revenue Agency income tax folio <u>S1-F5-C1</u> as amended from time to time. Non-immediate family members such as cousins, aunts, uncles, nephews and nieces are normally considered to be at arm's length from each other. *Transaction sans lien de dépendance*

Basic commercial animal care

Means animal care for a pet or a service dog, consisting of boarding fees charged by the commercial boarding facility. It does not include any other animal care charges such as special diets, grooming, veterinarian costs, inoculations, etc. Any additional charges are the member's responsibility and will not be reimbursed. *Soins de base commerciaux aux animaux de compagnie*

Commercial lodgings

Means:

- (a) lodgings obtained in a hotel, motel, tourist home, public campsite, guest cottage or similar establishment that caters to the general public at predetermined rates;
- (b) lodgings obtained via an online peer-to-peer marketplace (e.g. "Airbnb"); and
- (c) for the purposes of HHT/DIT (Chapter 4) or ILM&M (Chapter 5), any transient accommodation under the administration of the Minister of National Defence or another Minister of the Crown that a member elects to utilize in lieu of any other type of commercial lodgings.

Hébergement commercial

Commercial transportation

Means transportation by air, and ground transportation such as but not limited to professional airport limousine, shuttle, taxi, bus, rail or watercraft. For local travel only, a ride sharing service such as "Uber" or a similar transportation service may be used. *Transport commercial*

COS date

Means the Change of Strength (COS) date as indicated on a Regular Force member's posting instruction. For a Reserve Force member being moved for service under <u>Chapter 13</u> of this directive, the commencement date of the initial period of Class "B" or "C" Reserve service for which the member is being moved is deemed to be the COS date. *Date de CE*

Dependant

- (1) "Dependant" means, in relation to an individual who is a member, a person who is related to the individual within the meaning of paragraph (2) and who:
 - (a) physically resides in the individual's residence for more than 240 days during the 365 days immediately before the day on which the individual moves their HG&E; or
 - (b) does not meet the residency requirement in subparagraph (a) because
 - (i) they attend full-time a university, college, professional or vocational institution, or similar body,
 - (ii) they married or became the common-law partner of the individual during the 240 days immediately before the day on which the individual moves their HG&E and physically resides with the individual after that day,
 - (iii) they became a child of the individual during the 240 days immediately before the day on which the individual moves their HG&E and physically resides with the individual after that day, or
 - (iv) in the case of the spouse or the common-law partner of the individual, they are or were a member of the Regular Force or the Reserve Force and reside elsewhere for service reasons.
- (2) For the purpose of paragraph (1) a person is related to an individual who is a member if:
 - (a) the person is the individual's common-law partner or spouse;
 - (b) the person is a child of the individual, their spouse or their commonlaw partner;
 - (c) in the case of a person who is a minor or who is an adult who has been declared incompetent under provincial or territorial law, the individual, their spouse or their common-law partner is the person authorized by law to act on behalf of that person;
 - (d) the person is a person in respect of whom the individual may claim a tax credit under the *Income Tax Act* or would be able to claim such a credit except for the fact that the person's income exceeds the applicable income limit specified under that Act for that tax credit; or
 - (e) for the sole purpose of a relocation under the CAFRD, the person is a caregiver whom a single member engages to care for their minor or disabled dependant who meets the residency requirement at subparagraph (1)(a) or (1)(b)(iii) and that caregiver is moving to the new place of duty with the member.
- (3) For the purpose of paragraph (1), if an individual who is a member has a child who is a minor and is the subject of a custody order or an enforceable custody agreement between the individual and another person, the child is deemed to physically reside in the individual's residence for the greater of:

- (a) the number of days in a year that the order or agreement specifies the individual's residence to be the child's primary residence; and
- (b) number of days in a year that the order or agreement specifies that individual has access to but not custody of the child.

Personne à charge (PC)

Direct road distance

Means the shortest practical road distance as determined by the contracted relocation service provider using a publicly available online mapping application (e.g. Google Maps, Google Earth, MapQuest, Microsoft Bing Maps, or other similar application or software). For a relocation between two locations in Canada, the road distance is calculated for a route via Canadian roads only. Any disputed calculations shall be resolved by the Director Relocation Business Management (DRBM). *Distance par la route directe*

Dwelling

Means any self-contained living quarters that has amenities that are necessary for continuous year-round occupancy, and has one or more private entrances such as an apartment, house boat, house, condominium, mobile home, or a portion of a multi-unit residential building. *Unité d'habitation*

Eligible person

Has the same meaning as in **QR&O** 209.20 (Definitions) Personne admissible

Equity

Means the sale price of a property **less** any existing mortgages, liens, charges or other debts that are secured against that property. *Valeur nette totale*

Exceptional circumstances

Means events that are outside the member's control because they are caused by:

- (a) the CAF;
- (b) a Department of the Government of Canada or of a province, or a contracted agent of either;
- (c) an authority of a foreign Government or their contracted agent;
- (d) a natural disaster or severe weather event;
- (e) a labour disruption;
- (f) a criminal activity committed by someone other than the member or their dependant; or
- (g) adverse safety or security environments.

Circonstances exceptionnelles

Geographical
boundaries

Means the area surrounding a member's permanent workplace, established for acceptable residency distance from the permanent workplace by or under the authority of the CDS (see Geographical boundaries list) *Limites géographiques*

Household Goods and Effects (HG&E)

Means the personal belongings, including the furniture, household effects, household equipment and personal effects of a member and dependants. They do not include those items specified as not eligible to be shipped under the applicable removal services contract (RSC). They do not include any effects that are shipped as unaccompanied baggage (UAB) for a restricted or prohibited move. *Articles de ménage et effets personnels (AM et EP)*

HG&E removal services contract (HG&E RSC)

Means the applicable contract in place for the move of HG&E or private motor vehicle (PMV), as the case may be, to the member's new place of duty. Contrat de services de déménagement des AM et EP (CSD AM et EP)

Imposed Restriction (IR)

Means a delay in moving (D)HG&E for a specific period of time, approved in accordance with CAF instructions. *Restriction imposée*

Incidentals

Means the incidental expense allowance under the <u>NJC Travel Directive</u> and is intended to pay for expenses such as, but not limited to, gratuities, dry cleaning, laundry, bottled water, phone calls, home grass cutting, snow removal, home security check, and plant watering. *Frais accessoires*

Intended Place of Residence (IPR)

Means the place at which a member, or an eligible person who is not an estate, intends to reside following a release or transfer from the Regular Force. In respect of an estate, it is the place in which the executor or the member's lawfully appointed agent intends to move the member's HG&E. *Domicile projeté (DP)*

Isolated post

Means a place designated as an isolated post by the NJC in the NJC Isolated Posts and Government Housing Directive. *Poste isolé*

Local authority

Means the Commanding Officer (CO) or the senior Administration Officer or equivalent, or their delegate, of the unit a member is posted from or to as the case may be. *Autorité locale*

Long-Term Storage (LTS)

Means the storage or long-term storage of HG&E, not including storage in transit (SIT). *Entreposage à long terme (ELT)*

Loya	ılty
cont	ract

Means a vendor-imposed contract, which stipulates a fixed period of time for a service provided to the consumer (e.g., a free cell phone for signing a three year contract; if the contract is broken there is a penalty to the consumer). *Contrat de fidélité*

Meal allowance

Means the meal allowance at the 100% rate provided under the <u>NJC Travel</u> <u>Directive</u> per person. *Indemnité de repas*

Member

Means an officer or non-commissioned member of the CAF. When the context requires, "member" includes an eligible person who is not an estate. *Militaire*

Miscellaneous Allowance

When on TNL (<u>Chapter 6</u>) and ILM&M (<u>Chapter 5</u>) means 12% of the full daily meal allowance rate for the member and 6% of the full daily meal allowance rate for each dependant regardless of age and is based on the daily meal allowance which corresponds with the members/dependants location at the beginning of the day. *Allocation pour frais divers*

Mortgage

Means a debt instrument, secured by the collateral of specified real estate property, which the borrower is obliged to pay back with a predetermined set of payments. A Home Equity Line of Credit (HELOC) is not a mortgage for the purposes of this directive. *Hypothèque*

NJC

Means the National Joint Council. CNM

Noncommercial lodgings

Means lodgings other than commercial lodgings, including a travel trailer, tent, or a private home, but not including public quarters or the private residence of the member or a relative or acquaintance with whom the member normally resides. *Hébergement non-commercial*

Overseas

Means a location that is outside of Canada, the continental United States of America (USA), and Mexico. *Outre-mer*

Period of employment

Means a period of Reserve Force employment as described at CAFRD <u>13.02</u> (*Meaning of "Period of Employment"*). *Période d'emploi*

Permanent Workplace

- (1) Means, for a Regular Force member:
 - (a) after the date of their most recent enrolment or transfer and until they are posted, the member's permanent residence; or
 - (b) in any other case, the specific, permanent, physical location associated with the member's position and where the member ordinarily performs their duties.
- (2) Means, for a Reserve Force member:
 - (a) if the member is listed on a Reserve List that is **not** organized under section 17 of the *National Defence Act* (NDA) and the member is **not** serving on Class "B" or "C" Reserve Service, the member's permanent residence; or
 - (b) in any other case, the specific, permanent, physical location associated with the member's position and where the member ordinarily performs their duties.

<u>Note</u>: Reserve Lists are organized under section 17 of the NDA by Ministerial Organization Order ("MOO"). Verification of whether a Reserve List has been organized or not should be done using the relevant <u>MOO</u>. (C)

Lieu de travail permanent

Pet

Means a dog, cat, caged bird, ferret, goldfish, hamster, rabbit, turtle, or other common household pet that is traditionally kept in a member's house, but does not include a farm, feral, or wild animal. Large numbers of animals such as a cattery or a kennel of dogs, whether owned for pleasure or profit, are not included. *Animal de compagnie*

Place of duty

- (1) Means the surrounding area that is within 100 km direct road distance from the permanent workplace. For a permanent workplace that is in Canada, it includes only the surrounding area that is in Canada.
- (2) For greater certainty, there may be overlap areas between places of duty, and therefore a new place of duty may also include parts of the current or former places of duty. In the CAFRD, any move or travel to a "new" place of duty may include a move or travel that originates from within that same place of duty. *Lieu de service*

Place of enrolment

Means:

(a) in relation to a member who enrolled in or transferred to the Regular Force in Canada, a place that is no more than 100 km by direct road distance of the address in Canada that the member specified as their residence at the time of enrolment or transfer, or

(b) in relation to a member who enrolled in or transferred to the Regular Force while residing outside of Canada, the nearest port of entry or border point in Canada on a direct route from their current permanent workplace to the residence where they were residing at the time of enrolment or transfer. *Lieu d'enrôlement*

Pre-negotiated corporate rate

Means a rate payable to a third party service provider which is negotiated by the contracted relocation service provider. These rates vary by location. *Tarif d'entreprise préétabli*

Primary mode of travel

Means the mode of travel by which the member and the majority of the family members travel. *Moyen de transport principal*

Principal residence

Means a dwelling in Canada, together with that portion of land (1.25 acres or less) that:

- (a) is situated at the location to which the member's HG&E were last moved at public expense or at a location from which the member is authorized to move HG&E where the member's HG&E have never been moved at public expense;
- (b) is owned by the member or the member's dependants or jointly by the member and the member's dependants; and
- (c) meets the occupancy requirements of CAFRD <u>8.2.02</u> (*Entitlement Occupancy requirements*).

Résidence principale

Private Motor Vehicle (PMV)

Means a plated and serviceable sedan, sports car, station wagon, minivan, Sport Utility Vehicle, crossover, van, pick-up, or 4-wheel drive vehicle of one-ton rating or less registered in the member's name or in the name of the spouse or common-law partner, or a dependant, the primary purpose of which is for regular family conveyance. This definition excludes racing cars, campers/RVs, motorcycles, and any other vehicle which does not meet the above criteria. *Véhicule personnel (VP)*

Prohibited move

Means a move to a place of duty to which the CAF considers it desirable, or in the public interest, to prohibit the move of dependants, or HG&E, or both. *Déménagement interdit*

Purchase price

Means the actual amount paid for a residence including any applicable federal or provincial sales taxes, minus any rebates for those taxes if they were included in the original purchase price. *Prix d'achat*

Replacement residence

Means a dwelling in Canada, together with that portion of land (1.25 acres or less) that:

- (a) is situated at the location to which the move of HG&E is authorized;
- (b) is purchased by the member, member's dependants or both; and
- (c) will be the principal residence of the member or the member's dependants.

Résidence de remplacement

Restricted move

Means a move to a place of duty to which the CAF considers it desirable, or in the public interest, to restrict the move of dependants or HG&E or both, until suitable accommodation becomes available. *Déménagement restreint*

Sale price

Means the final selling price of a principal residence. Prix de vente

Secured accommodation

Means that a binding contract for accommodations (purchase or rent/lease agreement) has been signed and all conditions have been met. *Logement garanti*

Service dog

Means a dog that is trained as a service dog, the need of which is affirmed by a medical practitioner, to do work or perform tasks for an individual with a physical, sensory or mental disability. *Chien d'assistance*

Spouse

Means the common law partner of the member or a person married to the member but does not include a spouse who is living separate and apart from the member within the meaning of the *Divorce Act. Conjoint*

Storage in Transit (SIT)

Means the temporary storage of HG&E during the move from one residence to another. It includes storage in van (SIV). *Entreposage en cours de déménagement*

Trained status

Means the point at which a member has successfully completed or is otherwise granted basic military occupation training and is posted to a unit where the member will apply their occupation or trade skills and/or undergo further on-job training. *Qualifié*

Unrestricted economy airfare

Means a commercial airline economy class fare that has no restrictions, and is fully refundable and amendable without additional service fees. *Billet d'avion en classe économique sans restriction*

Chapter 1: General

3rd Party suppliers

Means a third party service provider (not considered a subcontractor) engaged by the contracted relocation service provider to give specialized services related to a relocation under the CAFRD. *Tiers fournisseurs*

Chapter 2. Administration

2.01 Introduction

This chapter describes the common administrative directives that apply to the CAFRD.

(C)

Section 2.1 Authorities

2.1.01 Authority – DCBA

The DCBA has the authority to:

- (a) approve and issue relocation policy clarification bulletins. These clarification bulletins are policy direction that convey the intent of specific CAFRD provisions as confirmed by the Treasury Board Secretariat; and
- (b) update the hyperlinks and cross-references within this directive.

(T)

2.1.02 Authority – Departmental authority for HG&E RSC

Notwithstanding anything in this directive, the Departmental Authority for the HG&E RSC may authorize a different method of transportation for all or part of the HG&E load when the normal method of transportation is not practical or requires an unusually long transit time.

(T)

2.1.03 Authority – local authorities

Local authorities have the authority to render decisions on entitlements where specified within this directive.

(T)

Section 2.2 Responsibilities

2.2.01 DCBA responsibilities

The DCBA is responsible for:

- (a) monitoring the administration of the CAFRD; and
- (b) proposing CAFRD changes to the Treasury Board Secretariat as required.

(C)

Chapter 2: Administration

2.2.02 DRBM responsibilities

The DRBM is responsible for:

- (a) verifying eligibility of a member to CAFRD benefits;
- (b) resolving disagreements between a CAF member and the contracted relocation service provider, as applicable;
- (c) measuring the effectiveness of the CAF Relocation Program;
- (d) determining the documentation requirements to support the reimbursement of benefits to members;
- (e) approving reimbursement or recovery of all or part of the expenses reasonably incurred that are directly related to the member's relocation and are provided for in this policy;
- (f) developing and monitoring the current and future contracted relocation service provider contracts; and
- (g) ensuring the necessary financial controls are established to verify all payments made under the CAFRD are compliant with Section 34 of the *Financial Administration Act* (FAA).

(C)

2.2.03 CO responsibilities

COs are responsible to be as flexible as possible in the adjustment of reporting dates in accordance with CAFRD <u>2.3.01</u> (*Change of report-for-duty (RFD) date*).

(C)

2.2.04 Local authorities' responsibilities

Local authorities are responsible to:

- (a) ensure validated information and supporting documentation is provided to members for their transmission to the contracted relocation service provider; and
- (b) not unreasonably deny a request for HHT/DIT.

(C)

2.2.05 CAF Relocation Coordinator responsibilities

CAF Relocation Coordinators are responsible for:

- (a) receiving and forwarding requests to the approving authority;
- (b) liaising with the local CAF offices as necessary;
- (c) liaising with DRBM for any service delivery issues related to the contracted relocation service provider; and
- (d) providing guidance to members regarding the process to request any policy clarification or DCBA review.

(C)

2.2.06 VCDS OUTCAN Coord responsibilities

The VCDS OUTCAN Coord office is responsible for the designation of representational positions.

(C)

2.2.07 CAF member's responsibilities

CAF members are responsible for:

- (a) understanding their relocation benefits, conditions, and limitations. Misinterpretation or mistakes will not necessarily be reimbursable;
- (b) considering the information provided, asking for additional clarification, and making timely decisions regarding benefits;
- (c) considering whether or not to request the alternative Special Commuting Assistance (SCA) benefit at <u>CBI 209.29</u> before receiving any CAFRD relocation benefits;
- (d) contacting the contracted relocation service provider within 21 days after receiving their posting instruction;
- (e) requesting confirmation in writing of the information given by the contracted relocation service provider;
- (f) forwarding to the CAF Relocation Coordinator requests for DCBA review:
- (g) submitting expense claims and supporting documents in a timely fashion; and
- (h) facilitating, as much as possible, a door-to-door move by coordinating the following in order to minimize ILM&M expenses:
 - (i) disposal of accommodation,
 - (ii) acquisition of accommodation,
 - (iii) occupancy date of new accommodation,
 - (iv) RFD date,
 - (v) shipment of HG&E, and
 - (vi) travel to the new location.

(C)

Section 2.3 Change of reporting date

2.3.01 Change of report-forduty (RFD) date

- (1) A RFD date that is within 30 days before or after the COS date may be approved by mutual agreement of the losing and gaining unit COs.
- (2) (**Member responsibilities**) When a change of RFD date would reduce the requirement for ILM&M, it is the member's responsibility to:
 - (a) make this request in writing through the appropriate CO; and
 - (b) provide a copy of the approval or denial to the contracted relocation service provider for their file.

(3) (**CO responsibilities**) COs have a responsibility to be as flexible as possible in the adjustment of RFD dates within 30 days of the COS date to enable members to coordinate their move more effectively.

(C)

Section 2.4 Posting cancellation

2.4.01 Entitlements

- (1) When a posting is cancelled for service reasons, the member is entitled to be reimbursed for all actual and reasonable expenses incurred prior to the posting cancellation based on the limitations of the CAFRD.
- (2) When a posting is cancelled, the member must mitigate additional expenses. The CAFRD applies only to the extent that is reasonably necessary to restore the member to the member's general circumstances that existed prior to the posting cancellation.
- (3) Upon notification of the posting cancellation:
 - (a) any expenses previously paid from the **Custom Account** shall be recorded against the **Core Account**;
 - (b) the Custom Account will be reduced to zero; and
 - (c) any additional expenses that are necessarily incurred by the member will be funded from the **Core Account**.

(T)

Section 2.5 Special Commuting Assistance (SCA)

2.5.01 SCA in lieu of a cost move

Refer to CBI 209.29 (Special Commuting Assistance (SCA)).

(C)

Section 2.6 Authority to move (D)HG&E to/from outside geographical boundaries

2.6.01 Shipment of HG&E

- (1) There are two distance considerations when selecting a new residence:
 - (a) the *geographical boundaries* of the new permanent workplace; and
 - (b) the new *place of duty* (i.e. 100 km direct road distance from the new permanent workplace).

- (2) The area covered under the *geographical boundaries* of the new permanent workplace is typically smaller than the area covered by the new *place of duty*.
- (3) The CAFRD authorizes the shipment of HG&E from within the current place of duty to within the new place of duty (Note: there may be an overlap between the two). However, the geographical boundaries of the new permanent workplace may require that the gaining unit CO approve the member's residency outside of those geographical boundaries in accordance with CAFRD 2.6.02.

(C)

2.6.02 Authority to reside outside of geographical boundaries

- (1) (New residence within new place of duty) A member who wishes to reside outside the established *geographical boundaries* of the new permanent workplace while remaining within the *place of duty* requires the approval of the gaining unit CO.
- (2) The CO should consider the following:
 - (a) the reasonable daily distance that can be traveled to and from the member's residence to the new permanent workplace;
 - (b) the time required for the daily travel;
 - (c) the established time limits for recalls; and
 - (d) the safety and security of the member during daily travel.
- (3) For a move under paragraph (1), no further authority beyond the gaining unit CO is required.
- (4) (New residence outside new place of duty) A member who wishes to reside at a location that is both outside the established *geographical* boundaries of the new permanent workplace and outside the new place of duty must first obtain the approval of the gaining unit CO in accordance with paragraphs (1) and (2).
- (5) The gaining unit CO must forward the request and recommendation, through the CAF Relocation Coordinator, to DCBA for consideration under CAFRD 2.6.03.

(C)

2.6.03 Expenses

- (1) DCBA may approve the relocation of a member's (D) HG&E to/from outside the applicable *place of duty*.
- (2) Reimbursement of (D) HG&E relocation expenses will be limited to costs associated with relocating to/from within applicable *place of duty*.

Section 2.7 Selection of 3rd party supplier

2.7.01 Selection of 3rd party supplier

- (1) Reimbursement for services provided shall not exceed pre-negotiated rates where the 3rd party supplier has been engaged by the contracted relocation service provider as part of the tendering process.
- (2) Members may choose their own 3rd party suppliers not included in the directory of 3rd party suppliers provided they are at arm's length. Expenses incurred with these suppliers that exceed the pre-negotiated rates shall be borne at the member's expense.

(T)

Section 2.8 Benefits subject to Income Tax

2.8.01 Taxable benefits

- (1) Income taxes may apply to some of the benefits funded from either of the two spending accounts.
- (2) The contracted relocation service provider may provide a guide to the income tax implications of various relocation expenses; however, applicable taxation regulations/legislation prevail.
- (3) For further information, visit the <u>Canada Revenue Agency</u> or <u>Revenu Québec</u> website.

(C)

Section 2.9 Claims process

2.9.01 Time limits for payable expenses

- (1) For serving members relocating for service reasons, generally, and subject to any specific time limits identified in this directive, there is a two-year time limit from the COS date or the date that HG&E is authorized to be moved (i.e. the move is not or ceases to be prohibited or restricted) whichever is later to incur relocation expenses.
- (2) DCBA may grant an extension in exceptional circumstances.
- (3) For moves to an IPR, there are special time limit rules. See Chapter 14.
- (4) For greater certainty, this time limit does not apply in respect of the length of time that HG&E or PMVs may remain in storage at public expense under Chapter 9.

Chapter 2: Administration

2.9.02 Claims Advances

The following persons may request an advance of public funds (via the contracted relocation service provider) to assist in meeting personal expenses incurred in the relocation such as a HHT, travel and interim accommodation:

- (a) the member; and
- (b) when being moved under <u>Chapter 14</u>, the dependant of a member who dies, is officially reported missing, is a prisoner of war, is interned or detained by a foreign power, or is declared by a competent medical authority to be mentally incapacitated.

(C)

2.9.03 Expense claim

- (1) A member claiming relocation expenses must submit a detailed and itemized account, in the form required to the contracted relocation service provider.
- (2) The account:
 - (a) should be submitted within 90 days of the completion of the activity for which the member is claiming expenses (e.g. if claiming expenses under Chapter 6 (*Travel to New Location (TNL)*), within 90 days of arrival at the new place of duty); and
 - (b) shall be supported by receipts, unless an exception exists at CAFRD 2.9.05 (*Receipts not required*).
- (3) All eligible expenses shall be reimbursed in Canadian funds.

(C)

2.9.04 Receipts

- (1) A receipt is an original or electronic acknowledgement (printed) of an amount of money paid by a member, showing the service provider, service rendered, payment date and amount.
- (2) Where expenses are incurred in a currency other than Canadian dollars, receipts shall indicate the foreign currency and may be annotated by the member to make such indication.
- (3) If the receipt is for dependant care, receipts shall indicate the name(s) of the dependant(s) that were cared for.
- (4) A member who is reasonably unable to provide a receipt for an expense may submit a personal declaration in lieu of a receipt. The personal declaration is a written statement in which a member attests to an amount of money paid by the member, showing the service provider, service rendered, payment date, amount, and currency. It must include member's name and rank, and must be signed and dated.

(C)

Chapter 2: Administration

2.9.05 Receipts not required

Receipts are not required in respect of:

- (a) any transportation expense under \$12;
- (b) a kilometric allowance;
- (c) a meal allowance (unless required under <u>Chapter 5</u>), miscellaneous allowance or incidental allowance;
- (d) a non-commercial lodging allowance; and
- (e) an allowance payable with a declaration for dependant care assistance.

Chapter 3. Common Relocation Entitlements

3.01 Introduction

- (1) This chapter describes the common relocation entitlements that apply in this directive.
- (2) The benefits contained in this chapter may be amended (limited or enhanced) by specific provisions contained in Part 3 of this directive. (C)

Section 3.1 Meal Entitlements

3.1.01 Meal entitlement

- (1) A member and dependants will be paid a full daily meal allowance for each calendar day in commercial or non-commercial lodgings. The conditions of reimbursement are provided in the applicable chapter of this directive.
- (2) The meal allowance shall be paid using the applicable rate for the location where the meal was consumed.

(T)

Section 3.2 Lodgings

3.2.01 Commercial lodgings

- (1) A member will be reimbursed for actual and reasonable commercial lodging expenses for the member and dependants, not to exceed:
 - (a) the applicable "city rate limit" under the ACRD; or
 - (b) when there are less than five hotel listings for the area, actual and reasonable commercial lodging expenses for a standard guest room.
- (2) Actual and reasonable parking charges are also reimbursable.
- (3) When a member or dependant is accompanied by a service dog, the additional accommodation costs for that accompanying service dog (not including any fees levied for specialized cleaning upon vacating) are funded from the same spending account that the accommodation for that person is funded from.
- (4) Cancellation fees for commercial lodgings will not be reimbursed, except when the local authority certifies that due to a service or compassionate reason, or any other reason outside of the member's control, the member was unable to provide the required notice in accordance with the <u>terms and conditions</u> of the ACRD Standing Offer.
- (5) When accommodations obtained via an online peer-to-peer marketplace (e.g. "Airbnb") are utilized, members are cautioned that reimbursable expenses are limited to those expenses that would be otherwise reimbursable for a commercial lodging listed in the <u>ACRD</u> at that city. Expenses such as

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security deposits and cleaning fees are not reimbursable for these types of accommodations.

(T)

3.2.02 Room entitlements

When utilizing commercial lodgings, the number of rooms that a member is entitled to is based on family size (member and dependants) as follows:

Family Size	Room Entitlement
1 to 2	1 room
3 to 5	2 rooms
6 or 7	3 rooms
8 or more	4 rooms

(T)

3.2.03 Alternative to separate rooms

- (1) If there is an entitlement to more than one room, a member may be reimbursed of the cost of a suite or suites in lieu of their entitlement to separate rooms.
- (2) Reimbursement shall not exceed the commercial rate had the member occupied the rooms to which they were entitled.

(T)

3.2.04 Noncommercial lodging allowance

- (1) A member who stays in non-commercial lodgings is entitled to a non-commercial lodging allowance per night per family at the rate provided in the NJC Travel Directive for the private non-commercial accommodation allowance.
- (2) When commercial and non-commercial lodgings are used for the same night, reimbursement will be paid for both when there is an entitlement to more than one hotel room.
- (3) A member who stays in their owned or rented residence is not entitled to the non-commercial lodging allowance, but is entitled to receive the meal and miscellaneous allowances as per limitations.

Section 3.3 Transportation

3.3.01 Kilometric allowance for travel by privately owned vehicle When the vehicle/trailer is owned and registered by the member or a dependant, the kilometric allowance shall be paid based on the direct road distance between origin and destination and will be calculated by multiplying that distance by the applicable kilometric rate in the NJC Travel Directive:

- (a) PMV or Motorcycle 100% kilometric allowance;
- (b) recreational vehicle (RV) driven in lieu of a PMV or Motorcycle (for TNL under Chapter 6 only) 100% kilometric allowance; and
- (c) trailer (for TNL under Chapter 6 only) 50% kilometric allowance.

(T)

3.3.02 Rental vehicle

(1) The following table outlines the rental vehicle size entitlement by family size (member and dependants):

Family Size	Rental vehicle entitlement
1 to 3	Mid-size / Intermediate
4	Full size
5 to 6	Mini van
7 or more	Full size passenger van

- (2) For HHT/DIT and travel under CAFRD <u>6.06</u> (*Transportation to and from the commercial carrier*) only, actual and reasonable fuel expenses supported by receipts shall be funded from the same spending account as the rental vehicle.
- (3) There is no kilometric allowance for a rental vehicle.
- (4) Drop-off fees shall be funded from the same spending account as the rental vehicle when it is the most practical and economical method of travel.
- (5) Personal accident insurance and Collision Damage Waiver (CDW), child safety seats, GPS rental and extra charges for winter tires are funded from the same spending account as the rental vehicle. For greater certainty, in countries other than Canada, the insurance amount reimbursable is for the types of insurance that are the equivalent of, or closely comparable to, the personal accident insurance and the CDW insurance in Canada.
- (6) The local authority may authorize upgrades due to road conditions, or for safety or medical reasons from the same spending account as the rental vehicle was funded.
- (7) In lieu of a rental vehicle for all or part of the rental vehicle entitlement period, a member is entitled to be reimbursed actual and reasonable local commercial transportation costs, supported by receipts. The sum of all

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reimbursed expenses (rental vehicle and commercial transportation) shall not exceed the cost had a rental vehicle been utilized for the entire period.

(T)

3.3.03 Member travelling as a passenger

A member who travels as a passenger in a private vehicle, where the driver is not a person who is eligible to claim a kilometric allowance, is entitled to the actual and reasonable expenses paid to the driver, supported by a detailed signed receipt, not to exceed the kilometric allowance.

(T)

3.3.04 Toll, ferry and parking charges

- (1) Subject to paragraph (2), a member is entitled to be reimbursed for actual and reasonable expenses for all toll, ferry and parking charges when incurred as a result of travel by the most direct route.
- (2) For travel between two locations in Canada, any toll or ferry charges incurred in the United States will not be reimbursed.
- (3) Ferry charges may include a standard berth/cabin, when overnight travel is required on board the ferry.
- (4) These expenses are funded from the same spending account that the kilometric allowance is funded from for the particular vehicle.

(T)

3.3.05 Travel by Commercial Airline

- (1) A member and dependants may travel by commercial airline. The following conditions apply:
 - (a) reimbursement is limited to the unrestricted economy airfare; and
 - (b) except when the local authority certifies that it was impossible to do so, the air travel shall be arranged,
 - (i) by the contracted relocation service provider, and
 - (ii) at least 14 days prior to departure.
- (2) Each traveller is entitled to the following pieces of accompanied (checked) baggage, not exceeding the weight and dimensions determined by the commercial airline:
 - (a) for TNL under Chapter 6,
 - (i) two pieces per traveller, and
 - (ii) one additional piece when a member is required to transport their military kit; and
 - (b) for any other travel, one piece per traveller.
- (3) When the commercial airline does not transport the checked baggage at paragraph (2) free of charge (including special provisions for CAF members, dependants, veterans, special baggage allowances to specific cardholders or loyalty memberships, etc.), a member is entitled to be reimbursed actual and

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reasonable checked baggage costs from the same spending account that the traveller's air fare is funded from.

- (4) In addition to paragraph (3), a member may also be entitled under CAFRD 9.1.04 (*Air priority shipments*) during TNL under Chapter 6.
- (5) A member is entitled to be reimbursed from the **Custom Account** for actual and reasonable expenses for any other pieces of checked baggage and for overweight/oversize baggage not reimbursed under paragraphs (3) or (4).
- (6) In Canada, a commercial airline operating an aircraft with 30 or more seats is obligated under the *Air Transportation Regulations* to accept most service dogs for carriage without charge. When a commercial airline does not transport a service dog free of charge, a member is entitled to be reimbursed actual and expenses from the same spending account that the traveller's air fare is funded from.

(T)

3.3.06 Travel by Train

- (1) Travel by commercial airline is normally the most practical and cost effective mode of commercial travel. However, a member and the member's dependants may travel by train in economy class when:
 - (a) it is more practical or cost effective to do so; and
 - (b) the travel time by train does not exceed one day's travel.
- (2) The provisions at CAFRD <u>3.3.05</u> for accompanied (checked) baggage also applies to travel by train.
- (3) Expenses are funded from the same spending accounts as if the member and dependants had travelled by commercial airline.

(T)

Section 3.4 Other common relocation entitlements

3.4.01 Movement grant

- (1) When the HG&E is moved, a member is entitled to receive from the **Core Account** a non-accountable allowance (the *movement grant*) of \$650 to offset various minor losses or expenses incurred associated with vacating a former residence and occupying a new residence, but not specifically provided for in this directive. This includes, but is not limited to, various banking fees and the replacement of items that are inadmissible for shipment.
- (2) To comply with Canada Revenue Agency <u>requirements</u>, the member must sign a statement attesting that various expenses related to the move were incurred. Receipts and details of expenses are not required.

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3.4.02 Pet expenses

- (1) Subject to paragraph (2), a member is entitled to be reimbursed from the **Custom Account** for the following pet expenses:
 - (a) when moving, pet shipment costs as per CAFRD <u>9.2.06</u> (*Shipment of pets and service dogs*); and
 - (b) when on HHT/DIT (<u>Chapter 4</u>), ILM&M (<u>Chapter 5</u>), or TNL (<u>Chapter 6</u>),
 - (i) basic commercial pet care, and
 - (ii) additional standard commercial lodgings fees for accompanying pets, not including any fees levied for specialized cleaning upon vacating.
- (2) (**Limitation**) For moves between two locations in Canada (excluding isolated posts), and for all moves under <u>Chapter 14</u>, the maximum amount of pet expenses claimable for the relocation is \$1,000 CAD. For greater certainty, this limitation does not apply to moves on posting to/from isolated posts or on posting to/from posts outside of Canada.

(T)

3.4.03 Posting Allowance and Reserve Relocation Allowance

- (1) For a Regular Force member, a Posting Allowance may be payable under CBI 208.992.
- (2) For a Reserve Force member, see CAFRD <u>13.1.07</u> (*Reserve Relocation Allowance (RRA)*).
- (3) Both allowances are administered by the CAF, not the contracted relocation service provider.

(C)

3.4.04 Professional cleaning

- (1) A member is entitled to be reimbursed for actual and reasonable professional cleaning expenses related to the old and new residences provided the cleaning takes place within 30 days of the relocation, as follows:
 - (a) from the **Core Account**: expenses up to a maximum of \$200 each for the old and new residences; and
 - (b) from the **Custom Account**: additional expenses.
- (2) For the purposes of paragraph (1), "professional cleaning" means a home cleaning service rendered by a company or an individual who provides home cleaning services as a source of income. It does not include the purchase of cleaning supplies to personally perform the cleaning. It excludes items deemed as maintenance such as, but not limited to: chimney cleaning, furnace cleaning, duct cleaning, spa and pool cleaning, painting, etc.

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(T)

3.4.05 Travel delays

When illness, commercial transportation cancellations/delays and/or road closure causes a member to incur justifiable expenses related to an unscheduled stopover, additional travel time or delays in travel, the member is entitled to be reimbursed those expenses from the **Core Account**.

3.4.06 Unaccompanied baggage (UAB)

- (1) This subsection applies when in this directive a member is entitled to the shipment of UAB.
- (2) The expenses for shipping up to 227 kg (500 lbs) of UAB plus the packing and crating factor at CAFRD <u>9.1.07</u> where applicable are funded from the **Core Account** using one of the following two options ((a) or (b)):
 - (a) Option 1: packing and shipment of personal effects from residence to residence by commercial carrier; or
 - (b) Option 2:
 - (i) preparation of UAB by the member, including boxes/packing material, and
 - (ii) transportation expenses to and from the military Central Material Traffic Terminal (CMTT) or commercial carrier to ship UAB (one day rental, or taxi or kilometric allowance).
- (3) The following are funded from the **Custom Account**:
 - (a) expenses related to shipping additional weight; and
 - (b) expenses related to the short-term storage of their UAB at the new place of duty, during the period of time they return to assist with the relocation of their (D) HG&E to the new place of duty.

Chapter 4. House Hunting Trip (HHT) and Destination Inspection Trip (DIT)

4.01 General

- (1) This chapter sets out the entitlements related to a HHT and a DIT.
- (2) When proceeding on a HHT to search for a new residence, a member must be aware of both the *geographical boundaries* and the *place of duty* in relation to their new permanent workplace. See <u>Section 1.4</u> and <u>Section 2.6</u> for details.
- (3) The entitlements contained in this chapter may be modified (limited or enhanced) by specific provisions contained in Part 3 of this directive.

(C)

4.02 Purpose

- (1) The purpose of a HHT is to secure accommodation at the new place of duty on such terms that will facilitate, as much as possible, a door-to-door move in order to minimize the number of days of ILM&M, and SIT costs.
- (2) The purpose of a DIT is to visit the new place of duty and provide the opportunity to:
 - (a) inspect the new residence; or
 - (b) make arrangements for the storage of HG&E, or for supervising the delivery of the HG&E to a storage facility (but not both), when the member is only exercising the option at CAFRD 14.4.02 (*Move of HG&E options*) to move HG&E to a storage facility at the IPR.

(T)

4.03 Eligibility

- (1) A member may proceed on either a HHT or a DIT, not both.
- (2) A member who does not have secured accommodation at the new place of duty, may proceed on a HHT.
- (3) A member who has secured accommodation, purchased property, contracted for the construction of a replacement residence at the new place of duty, or are only exercising the option at CAFRD $\underline{14.4.02}$ (*Move of HG&E options*) to move HG&E to a storage facility at the IPR, may proceed on a DIT.
- (4) For greater certainty, a member who continues to own a previously-occupied residence at the new place of duty which the member will not re-occupy is deemed not to have secured accommodation at the new place of duty.

4.04 Conversion of HHT to DIT

- (1) When a member conducts a HHT to a place of duty where the member continues to own a previously-occupied residence, does not secure separate accommodation and subsequently re-occupies that owned residence, the HHT shall be converted to a DIT.
- (2) Where HHT expenses have been reimbursed to the member, the member is responsible to repay the Crown the difference between the additional expenses received from the HHT and the entitlements authorized for a DIT.

(T)

4.05 Additional entitlements

In addition to the benefits outlined in this chapter, a member may be entitled to reimbursement under CAFRD:

- (a) <u>3.3.04</u> (*Toll, ferry and parking charges*);
- (b) <u>3.4.02</u> (*Pet expenses*); and
- (c) <u>3.4.05</u> (*Travel delays*).

(C)

Section 4.1 Planning

4.1.01 Timing

- (1) The HHT or DIT cannot be taken before the posting instruction message (for Regular Force) or the authorization to move message (for Reserve Force) is issued.
- (2) The HHT is normally conducted before the COS date, however the HHT may, in the circumstances set out in CAFRD <u>5.07</u> (*HHT after COS date*), be taken immediately upon arrival at the new place of duty. There are no provisions to conduct a DIT after arrival at the new place of duty.

(C)

4.1.02 Approval to travel

- (1) A member requires local authority approval to travel on a HHT or a DIT.
- (2) The local authority must be as flexible as possible in approving the HHT or DIT dates requested by the member.
- (3) Unless in this chapter a member is required to use paid leave, a member is on duty during HHT or DIT days.
- (4) For the purposes of paragraph (3), it includes a service spouse who is not posted but who will accompany their spouse who is posted.

(C)

Section 4.2 Duration and Funding

4.2.01 Standard HHT

- (1) A Standard HHT includes up to five days at the new location. This is exclusive of the travelling time to and from the HHT location, except in the case of a short distance HHT under CAFRD 4.2.05.
- (2) Due to the limitation of flights, when proceeding from Thule, Greenland or Clear, Alaska, a member is authorized 11 days for the Standard HHT at the new location.
- (3) For a Standard HHT, eligible expenses are funded from:
 - (a) the **Core Account** for the member and the spouse, or one other dependant in the place of the member or spouse; and
 - (b) the **Custom Account** for any other accompanying dependant.

(T)

4.2.02 Extended HHT

- (1) A member may extend the duration of the HHT by up to an additional four days and four nights when required for the purpose of securing accommodation or addressing other member/dependant issues.
- (2) Paid leave must be used for the Extended HHT days.
- (3) If not booked in advance, a member may contact the contracted relocation service provider to make the necessary travel amendments, or may make the travel amendments themselves and claim the expenses after return from HHT.
- (4) All eligible expenses for all travellers for the additional days/nights, and any additional expenses to amend the travel, are funded from the **Custom Account**.

(T)

4.2.03 Additional HHTs

- (1) When the first HHT is unsuccessful, a member may take additional HHTs.
- (2) Any unused days of the five days allotted for the first Standard HHT shall be applied towards the second HHT. For any other days on additional HHTs:
 - (a) paid leave must be used; and
 - (b) all eligible expenses are funded from the **Custom Account**.

(T)

4.2.04 DIT

- (1) A DIT includes up to three days at the new location. This is exclusive of the travelling time to and from the DIT location, except in the case of a short distance DIT under CAFRD 4.2.05.
- (2) There are no provisions for an extended DIT or for additional DITs at public expense.

- (3) For a DIT, transportation and travelling expenses are funded from:
 - (a) the **Core Account** for either the member or the spouse, not both; and
 - (b) the **Custom Account** for any accompanying dependant.

4.2.05 Short distance HHT/DIT

- (1) Where the old and new permanent workplaces are within a reasonable daily commuting distance as determined by the local authority, the local authority may approve a member's request to conduct a short distance HHT/DIT whereby the member travels back and forth each day via PMV in lieu of receiving any lodgings benefit under CAFRD 4.5.01.
- (2) When a member elects to conduct a short distance HHT/DIT, the following conditions apply:
 - (a) the number of days that a member is entitled to claim are in accordance with CAFRD subsections 4.2.01 to 4.2.04. The short distance HHT/DIT days do not have to be consecutive;
 - (b) there is no entitlement to any travel days under CAFRD 4.3.01;
 - (c) the daily kilometric allowance is payable for each day travelled;
 - (d) a daily meal allowance is payable for each day travelled; and
 - (e) incidentals are not payable.
- (3) Meals and the daily kilometric allowance are funded from the spending accounts in accordance with CAFRD subsections 4.2.01 to 4.2.04.

(T)

Section 4.3 Travel and transportation

4.3.01 Travel time

- (1) Total travel time shall be no more than two days, except when the round-trip travel by commercial airline cannot be accomplished in that period because of distances and/or connections. See also CAFRD <u>12.1.02</u> (*Long Travel*).
- (2) When a member selects a slower mode of transportation that causes additional travel time and travelling expenses, then:
 - (a) additional expenses shall not be reimbursed; and
 - (b) paid leave must be utilized for the additional travel days.

4.3.02 Transportation to and from HHT/DIT location (1) Transportation expenses are reimbursed in accordance with <u>Section 3.3</u>.

Travel by road

(2) Expenses for travel by PMV, motorcycle or rental vehicle are funded from the **Core Account** for the first HHT or for a DIT.

Travel by commercial carrier

- (3) Travel by commercial airline or by train shall be in accordance with CAFRD subsections 3.3.05 and 3.3.06 respectively.
- (4) For service or compassionate reasons or when it is more practical and/or economical to do so, when approved by the local authority, commercial travel may commence from or terminate at locations other than the usual transportation terminal closest to the member's current residence or new place of duty. However, when bookings from or to third locations are made for personal reasons, the amount reimbursed for that travel shall not exceed the cost of travelling between the usual transportation terminals closest to the member's current residence or new place of duty.
- (5) A member may extend the return date (or advance the departure date) of their commercial travel from/to the HHT/DIT location with an approved leave pass for other than an extended HHT under CAFRD 4.2.02. There is no entitlement to any additional HHT/DIT benefits during that period of leave.
- (6) Once commercial travel has been arranged, the only changes that may be made to the travel itinerary at public expense are for:
 - (a) service or compassionate reasons and must be made through the contracted relocation service provider; or
 - (b) extended HHT (see CAFRD 4.2.02).
- (7) Commercial travel expenses are funded from the spending accounts in accordance with <u>Section 4.2</u> (*Duration and Funding*).

4.3.03 Local transportation

- (1) At origin, expenses for local transportation to/from the commercial transportation terminal on the departure/return dates are reimbursable.
- (2) Local transportation expenses at the HHT/DIT location are reimbursed in accordance with <u>Section 3.3</u> and the following:
 - (a) if travel to the HHT/DIT location was via commercial carrier, then rental vehicle expenses or local commercial transportation expenses not to exceed the cost of a rental vehicle, or
 - (b) if travel to the HHT/DIT location was via rental vehicle, then additional rental vehicle expenses for local travel, or
 - (c) if travel to the HHT/DIT location was via PMV or motorcycle, the kilometric allowance for actual local travel not to exceed the cost of a rental vehicle.

(3) These expenses are funded from the spending accounts in accordance with <u>Section 4.2</u> (*Duration and Funding*).

(T)

Section 4.4 Meals and incidentals

4.4.01 Meal and Incidental expenses

- (1) For each person travelling, a member shall be reimbursed a meal allowance in accordance with CAFRD <u>3.1.01</u> (*Meal entitlement*).
- (2) For the member only, or for one dependant travelling in place of the member, incidentals as per the rate in the NJC Relocation Directive.
- (3) These expenses are funded from the spending accounts in accordance with <u>Section 4.2</u> (*Duration and Funding*).

(T)

Section 4.5 Lodgings

4.5.01 Lodging expenses

- (1) A member is entitled to be reimbursed lodging expenses in accordance with Section 3.2.
- (2) These expenses are funded from the spending accounts in accordance with <u>Section 4.2</u> (*Duration and Funding*).

(T)

Section 4.6 Other expenses during HHT or DIT

4.6.01 Dependant care assistance

- (1) A member may be assisted with dependant care costs for:
 - (a) dependants under 18 years of age; and/or
 - (b) dependants 18 years of age and over who are incapable of caring for themselves due to a physical or mental disability.
- (2) A member is entitled to be reimbursed under paragraphs (3) to (6) or under paragraph (7), but not both.

Dependant Care Assistance

(3) A member is entitled to be reimbursed dependant care expenses that are in excess of existing dependant care arrangements. The dependant care expenses may be at both origin and the HHT/DIT location, depending on the requirement.

- (4) The daily maximum amount reimbursable for dependant care expenses, with a declaration or a receipt as applicable, are established by the <u>NJC</u> Travel Directive.
- (5) The daily maximum amount at paragraph (4) is funded from:
 - (a) the **Core Account**, when on:
 - (i) Standard HHT, or
 - (ii) DIT if single parent, or if service spouse is away for service reasons (Temporary Duty, Attached Posted, Operations, etc.); and
 - (b) the **Custom Account** in any other case.
- (6) Additional daily dependant care expenses in excess of the daily maximum amount at paragraph (5) are reimbursed from the **Custom Account**.

Alternative Option

(7) In lieu of any reimbursement under paragraphs (3) to (6), a member is entitled to be reimbursed from the **Custom Account** for round-trip transportation expenses for a third party to travel from a third location to either the origin or the HHT/DIT location to provide dependant care. Reimbursement is limited to the cost of round-trip transportation for one dependant to travel between the origin and the HHT/DIT location.

(T)

4.6.02 Phone, fax and internet expenses

A member is entitled to be reimbursed from the **Core Account** for actual and reasonable phone/fax/internet expenses, to a maximum of \$50 for a HHT or to a maximum of \$30 for a DIT.

Chapter 5. Interim Lodgings, Meals and Miscellaneous Expenses (ILM&M)

5.01 General

- (1) This chapter sets out the entitlement to reimbursement for ILM&M, and is subject to certain limitations and enhancements provided for in Part 3 of this directive.
- (2) A member is responsible in accordance with CAFRD <u>2.2.01</u> to use best efforts to minimize the amount of ILM&M. When a change of RFD date would reduce ILM&M, it is the member's responsibility to request the change through their chain of command in accordance with CAFRD <u>2.3.01</u>.
- (3) As noted in CAFRD <u>9.1.02</u> (*HG&E packing, loading and delivery*), some HG&E move activities may take place on a weekend or statutory holiday. (C)

5.02 Entitlement

- (1) A member is entitled to be reimbursed ILM&M for the member and each dependant who is moving, when the member's HG&E:
 - (a) are being packed and loaded;
 - (b) are being unloaded and unpacked; and
 - (c) are necessarily separated from the member and dependants.
- (2) A member who is moving from furnished accommodations at origin to furnished accommodations at destination is not entitled to be reimbursed ILM&M, unless the member is required to vacate the furnished accommodations at origin in advance of their departure, or if the furnished accommodations at destination are not available on arrival.
- (3) When a member or a dependant will travel separately to the new place of duty in accordance with CAFRD <u>6.05</u> (*Separate travel*), reimbursement of ILM&M is limited to the actual days the person(s) participates in the activity at paragraph (1).

(T)

5.03 Additional entitlements

In addition to the benefits outlined in this chapter, a member may be entitled to reimbursement under CAFRD:

- (a) 3.4.02 (Pet expenses); and
- (b) 3.4.04 (Professional cleaning).

(C)

5.04 Pack, load, clean, unload, and unpack days

- (1) A member is entitled to be reimbursed ILM&M, funded from the **Core Account**, for:
 - (a) the pack, load and clean days up to three days/nights at origin; and

- (b) the unload and unpack days up to two days/nights at destination.
- (2) These entitlements are in addition to those described for ILM&M while awaiting availability of the new residence or of HG&E for delivery (see CAFRD subsections 5.07 through 5.11).
- (3) When the pack & load days occur earlier than normal and the local authority certifies that the earlier pack/load was required by the movers, the additional days of ILM&M required will be added to the pack, load and clean entitlements.
- (4) When the pack & load dates or the unload & unpack dates are unavoidably separated by a weekend and/or statutory holiday in which the moving company is unable to conduct those activities, additional ILM&M days are reimbursable under this subsection for those weekend and/or statutory holiday days.
- (5) Any unused entitlement at origin is forfeited when TNL under <u>Chapter 6</u> commences.

5.05 Extra clean day

- (1) On approval by the local authority in exceptional cases, a member is entitled to be reimbursed one additional day of ILM&M when required for additional professional cleaning and/or house inspection of the accommodation being vacated.
- (2) This additional day is funded from the **Custom Account**.

(T)

5.06 Early pack, load and clean

A member may be authorized early pack, load and clean for non-service reasons; however:

- (a) reimbursement of ILM&M will be limited to the number of days that would have been paid if the member had not been authorized an early pack, load and clean; and
- (b) additional costs associated with the early pack, load and clean (such as additional SIT/SIV for the HG&E at destination, etc.) are the responsibility of the member.

(T)

5.07 HHT after COS date

- (1) A member is entitled to receive HHT benefits immediately upon arrival at their new place of duty and to receive additional ILM&M expenses if the member was unable to conduct an HHT before their move for one of the following reasons:
 - (a) the member was posted immediately upon graduation from training;

- (b) the member received their posting message 45 days or less before their COS date;
- (c) the member received their DCBA move authorization message to move under <u>Chapter 13</u> for a period of Class "B" or "C" Reserve service 45 days or less before the start date of that service; or
- (d) any other service reason as certified by the local authority of the losing unit.
- (2) In addition to the ILM&M benefits provided in CAFRD subsections 5.08 to 5.11, the member is entitled to be reimbursed for:
 - (a) five days of HHT expenses in accordance with Chapter 4 in order to secure accommodations; and
 - (b) a further five days of ILM&M funded from the **Core Account** in order to arrange the movement of their (D)HG&E and to await the availability of their new accommodations.

5.08 Meal entitlements

- (1) In addition to the days reimbursed under CAFRD subsections $\underline{5.04}$, $\underline{5.05}$ and $\underline{5.07}$, a member is entitled to be reimbursed from the **Core Account** for meal expenses, under:
 - (a) paragraph (3) the basic meal entitlement; and
 - (b) paragraph (4) the supplemental meal entitlement.
- (2) The meal entitlement under this subsection ceases on the first day that the moving company can deliver the HG&E to the new residence once it is available for occupancy.

Basic meal entitlement:

(3) Subject to paragraph (2), a member is entitled to be reimbursed a full daily meal allowance per person for up to 10 calendar days.

Supplemental meal entitlement:

- (4) Subject to paragraphs (2) and (5), a member is entitled to be reimbursed per person for up to an additional 20 calendar days at:
 - (a) 65% of the full daily meal allowance without receipts; or
 - (b) up to 100% of the full daily meal allowance with receipts exclusive of tips and alcohol. No personal declaration will be accepted for meals.
- (5) This supplemental meal entitlement will only be authorized if the appropriate local authority confirms that owing to delays beyond the member's control as described in paragraph (6), HG&E was not available for delivery or the member was not able to take occupancy of the new residence.
- (6) A delay will be considered to be outside the member's control if it is caused by:
 - (a) the CAF;

- (b) a Department of the Government of Canada or of a province, or a contracted agent of either;
- (c) an authority of a foreign Government or their contracted agent;
- (d) a natural disaster or a severe weather event;
- (e) a labour disruption; or
- (f) a criminal activity committed by someone other than the member or their dependant.

5.09 Commercial lodgings

- (1) A member is entitled to be reimbursed for commercial lodgings expenses set out in Section 3.2 as follows:
 - (a) from the Core Account,
 - (i) the same number of days for which there is a meal entitlement payable under CAFRD subsections <u>5.04</u>, <u>5.07</u> and <u>5.08</u>, and
 - (ii) additional nights of commercial lodgings when the appropriate local authority confirms that owing to delays beyond the member's control as described at paragraph (6) of CAFRD <u>5.08</u>, HG&E was not available for delivery or the member was not able to take occupancy of the new residence; and
 - (b) from the **Custom Account**, one additional night of commercial lodgings in the circumstances set out at CAFRD 5.05.
- (2) Reimbursement under this subsection is limited by the ACRD rates at the move origin and the move destination, as applicable.

(T)

5.10 Non-Commercial lodgings

Entitlements are reimbursed in accordance with <u>Section 3.2</u> and the following:

- (a) from the **Core Account**, the number of nights for which there is an entitlement to commercial lodgings funded from the **Core Account** under CAFRD <u>5.09</u>; and
- (b) from the **Custom Account**, one additional night if granted under CAFRD <u>5.05</u>.

(T)

5.11 Miscellaneous allowance

- (1) For each day of entitlement to meals or lodging expenses, the member and each dependant is entitled to receive a miscellaneous allowance.
- (2) This allowance is funded from the same spending account as the meals or lodgings expenses are funded from.

5.12 Dependant care assistance

- (1) This benefit applies in respect of the Pack, Load, Clean, Unload and Unpack days only.
- (2) A member is entitled to be reimbursed dependant care expenses that are in excess of existing dependant care arrangements for:
 - (a) dependants under 12 years of age; and
 - (b) dependants 12 years of age or over who are incapable of caring for themselves due to a physical or mental disability.
- (3) The daily maximum amount for dependant care expenses, with a declaration or a receipt as applicable, as established by the <u>NJC Travel</u> <u>Directive</u>, is reimbursed from the **Core Account**.
- (4) Dependant care expenses in excess of the daily maximum amount at paragraph (3) are reimbursed from the **Custom Account**.

Chapter 6. Travel to New Location (TNL)

6.01 General

- (1) This chapter sets out the entitlements to meals, miscellaneous expenses, lodging, and transportation while travelling to the new place of duty.
- (2) The provisions of this chapter are subject to certain limitations and enhancements provided for in Part 3 of this directive.
- (3) For TNL within Canada and the continental USA, the following rules apply:
 - (a) when directed by the losing or gaining CO for operational, security or safety reasons, travel by commercial carrier shall be utilized; and
 - (b) in any other case, when there is a choice between two modes of travel (commercial carrier or a member's PMV/motorcycle/RV), the CAF authorizes the mode selected by the member.
- (4) Any direction at subparagraph (3)(a) must be issued and communicated to both the contracted relocation service provider (through the CAF Relocation Coordinator) and to the member well in advance of the travel date.
- (5) A member is on duty for each day of authorized travel under this chapter, unless the member is travelling for a move under <u>Chapter 14</u> (*Moves to Intended Place of Residence (IPR)*) on or after the commencement of retirement leave.

(C)

6.02 Additional entitlements

In addition to the benefits outlined in this chapter, a member may be entitled to reimbursement under CAFRD:

- (a) 3.3.03 (Member travelling as a passenger);
- (b) 3.3.04 (Toll, ferry and parking charges);
- (c) 3.4.02 (*Pet expenses*); and
- (d) 3.4.05 (*Travel delays*).

(C)

6.03 First day of TNL

The first day of TNL is normally the first calendar day following the pack/load/clean day sequence under <u>Chapter 5</u>. If a change of RFD date has been authorized, TNL and ILM&M dates are to be coordinated to ensure the member is reporting on the RFD date.

(C)

6.04 Meals, lodgings and miscellaneous allowance

For each day of authorized travel, a member shall be reimbursed from the **Core Account**:

- (a) a full daily meal allowance in accordance with CAFRD <u>3.1.01</u> (*Meal entitlement*);
- (b) lodging expenses in accordance with Section 3.2; and
- (c) a miscellaneous allowance.

(T)

6.05 Separate travel

- (1) A member or any of the member's dependants may utilize separate modes of transportation and at different times, however all dependants must have arrived at destination no later than 180 days after the load date of the HG&E to qualify for reimbursement under this directive.
- (2) Entitlement to reimbursement of transportation, lodgings, meals and miscellaneous allowance for dependants travelling separately from the member is based on the dependant's actual travel dates.
- (3) Transportation and travelling expenses for dependants travelling separately are reimbursed from the **Core Account** except when the provisions for multiple vehicles under CAFRD <u>6.08</u> (*Travel by PMV*) or CAFRD <u>9.3.02</u> (*Shipment of PMV and motorcycle by commercial carrier*) apply.
- (4) Unless the separate travel is for exceptional circumstances, additional benefits are not created when travelling separately. The overall room entitlement at CAFRD 3.2.02 (*Room entitlements*) continues to be based on the entitlement for the family as though they are travelling together.

(T)

6.06 Transportation to and from the commercial carrier

- (1) Actual and reasonable expenses for transportation to the commercial carrier are reimbursed from the **Core Account**.
- (2) When there is a choice of airports/stations within a reasonable driving distance of the old or new place of duty and it is more practical and/or economical to choose one over the other, transportation to/from the member's chosen airport will be reimbursed.

(T)

6.07 Travel via commercial carrier

- (1) Travel via a commercial carrier is funded from the **Core Account** with respect to the member and each dependant. (See also paragraph (6))
- (2) Travel by commercial airline or by train shall be in accordance with CAFRD subsections <u>3.3.05</u> and <u>3.3.06</u> respectively.
- (3) Commercial travel may commence from or terminate at locations other than the usual transportation terminal closest to the member's residence at origin or destination:

- (a) for service or compassionate reasons;
- (b) when required to accommodate a pet or service dog; or
- (c) when it is more practical and/or economical to do so.
- (4) When bookings from or to third locations are made for personal reasons, the amount reimbursed for that travel shall not exceed the cost of travelling between the usual transportation terminals closest to the member's residences at origin and destination.
- (5) Once commercial travel has been arranged, the only authorized changes to the travel itinerary are for service or compassionate reasons, or when required to accommodate a pet or service dog, and must be made through the contracted relocation service provider. Any other changes to travel itineraries for personal reasons must be made by the member at their own expense.
- (6) For the purposes of paragraphs (1), (3), and (5), any additional costs related to an alternate or amended itinerary required to accommodate an accompanying pet or service dog is considered to be part of the commercial shipping cost for the animal, and are therefore funded in accordance with CAFRD 9.2.06 (Shipment of pets and service dogs).

6.08 Travel by PMV

(1) When travelling by PMV/motorcycle between two places of duty in Canada, any TNL expenses incurred in the USA will be reimbursed as though the travel was through Canada.

Kilometric Allowance

- (2) A member who is authorized to travel by PMV/motorcycle shall be paid a kilometric allowance in accordance with CAFRD 3.3.01 as follows:
 - (a) from the **Core Account**, for the first PMV/motorcycle and one trailer; and
 - (b) from the **Custom Account**, for any additional PMVs, motorcycles, or trailers
- (3) For the purposes of paragraph (2), a self-propelled RV that is used for TNL is deemed to be a PMV.

Travel time

- (4) When the direct road distance is 600 km or less, a member is authorized one calendar day of travel.
- (5) When the direct road distance is more than 600 km, a member is authorized one calendar day:
 - (a) for each 500 km travelled; and
 - (b) when travel on the last day is in excess of 100 km but less than 600 km.
- (6) The travel time calculated at paragraph (5) is the total time allotted for travel. A member is not required to travel 500 km each day. The member may travel less on one day and more on another, or may stay an extra day at

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Chapter 6: Travel to New Location (TNL)

one location, provided the total travel time calculated above is not exceeded (except where CAFRD <u>3.4.05</u> (*Travel delays*) applies).

(7) When a member arrives at the new place of duty (within 100 km of the new permanent workplace) in advance of the authorized travel days, TNL ceases on the date of arrival and the ILM&M under Chapter 5 commences.

Chapter 7. Rented Residence – Acquisition and Disposal

7.01 General

This chapter sets out the entitlements related to the disposal and acquisition of a rented residence, and is subject to certain limitations and enhancements provided for in Part 3 of this directive.

(C)

7.02 Additional entitlements

In addition to the benefits outlined in this chapter, a member may be entitled to reimbursement under CAFRD <u>3.4.04</u> (*Professional cleaning*).

(C)

7.03 Rent or lease liability

- (1) When a member incurs rent or lease liability expenses in order to dispose of rented residence, the member is entitled to be reimbursed from the **Core Account** for an amount up to the maximum amount the landlord may charge under the applicable legislation relating to tenants.
- (2) These expenses are reimbursable for the period of time commencing on the load or clean day (whichever is later) to the end of the paid vacancy.

(T)

7.04 Rent in advance of move

- (1) This subsection must be read in conjunction with CAFRD <u>7.07</u> (*Purchase of a replacement residence*).
- (2) When a member must temporarily maintain two residences because of the requirement to pay rent to hold a new residence before vacating the old residence, the member is entitled to be reimbursed:
 - (a) from the Core Account, for up to one month of,
 - (i) rent, beginning the first day of the lease at the new place of duty and ending on the day the member vacates the residence at the former place of duty (the load or clean day, whichever is later),
 - (ii) additional charges related to rent when not included as part of the monthly rental fee, and
 - (iii) parking charges when not included as part of the monthly rental fee; and
 - (b) from the **Custom Account**, expenses at subparagraph (2)(a) beyond one month.

7.05 Rental finding fees

- (1) This subsection must be read in conjunction with CAFRD <u>7.07</u> (*Purchase of a replacement residence*).
- (2) A member is entitled to reimbursement of actual and reasonable expenses for engaging rental finding services that are provided by a professional agency. The amount reimbursed shall:
 - (a) not exceed the pre-negotiated corporate rate; or
 - (b) at locations where established rates have not been negotiated, not exceed the pre-negotiated corporate rates of similar locations.
- (3) Reimbursement is funded from the **Core Account** for the first two days of fees, and from the **Custom Account** for any additional days as required.
- (4) A member who engages the services of a rental finding agency and subsequently cancels without giving the rental finding agency the required notice will be personally responsible for any cancellation fees, unless service reasons necessitated the short-notice cancellation.

(T)

7.06 Credit verification

A member is entitled to be reimbursed from the **Core Account** for credit verification fees required to secure a rented residence at the new place of duty.

(T)

7.07 Purchase of a replacement residence

- (1) Unless an exception is provided at paragraphs (2) or (3), a member who is reimbursed under CAFRD subsections <u>7.04</u> or <u>7.05</u> and then later purchases a replacement residence within the established time limit shall have the sum of the purchase benefits reimbursed under <u>Section 8.3</u> reduced by the sum of the reimbursements previously made under CAFRD subsections <u>7.04</u> and <u>7.05</u>.
- (2) The reduction of purchase benefits at paragraph (1) does not apply in cases where a member was not initially entitled to purchase benefits under Section 8.3 because of the expected duration of their posting or full-time Reserve service, and that period is subsequently extended giving rise to purchase benefit entitlements.
- (3) When a member engages the services of a rental finding agency and who during the HHT decides to purchase, the purchase benefits will not be reduced by the amount of the rental finding fees reimbursed to the member.

Chapter 8. Sale and Purchase of a Residence

8.01 General

This chapter sets out the entitlements related to the disposal and acquisition of a residence in Canada, and is subject to certain limitations and enhancements provided for in Part 3 of this directive.

(C)

Section 8.1 Commonalities

8.1.01 Introduction

This section contains the administrative and benefit commonalities for both sale and purchase of a residence.

(C)

8.1.02 Additional entitlements

In addition to the benefits outlined in this chapter, a member may be entitled to be reimbursed under CAFRD 3.4.04 (*Professional cleaning*).

(C)

8.1.03 No Entitlement

Except where authorized under CAFRD <u>14.5.14</u> (*Purchase of replacement residence at an IPR outside Canada*), a member is not entitled to any of the benefits contained in this chapter in respect of a sale or purchase of a residence that is outside of Canada.

(T)

8.1.04 Time limits

- (1) A member is entitled to claim benefits in this chapter provided that the closing date of the sale or purchase transaction is no more than one year before the earlier of, or two years after the later of:
 - (a) the COS date: or
 - (b) the load date for the shipment of HG&E to the new place of duty.
- (2) When the member is tasked to perform duty outside the geographical boundaries of the new permanent workplace for a period of 30 days or more that commences before the time limit expires, the time limit shall be extended by the equivalent number of days if the contracted relocation service provider receives the local authorities' confirmation:
 - (a) of the number of days tasked; and
 - (b) that there is no intent to post the member out of the current place of duty during the one year following the expected date of purchase.

8.1.05 Arm's length transactions

Any reimbursement under this chapter requires that the associated transaction be an arm's length transaction.

(T)

8.1.06 Limitation – lot size

- (1) Reimbursement of expenses under this chapter is limited to a lot size of:
 - (a) 1.25 acres ($\frac{1}{2}$ hectare); or
 - (b) up to 4 acres (1.62 hectares) where the larger lot size is required by zoning laws and city bylaws.
- (2) For a larger lot size, a member is entitled to reimbursement only for that portion of costs which would have been reimbursed within the above limitations.
- (3) The above limitations do not apply to CAFRD 8.2.04 (*Appraisal fees*).

(T)

8.1.07 Incomeproducing property

- (1) A member who sells or purchases an income-producing property such as a duplex, triplex, multiple-unit building, or a small store or confectionery shall only be reimbursed expenses for that part of the building used as their principal residence.
- (2) This limitation does not apply to CAFRD 8.2.04 (Appraisal fees).

(T)

8.1.08 Coownership

- (1) Where the member co-owns the residence with a person or persons who are not a dependant of the member, reimbursement shall be for expenses proportional to the member's legal share based on the percentage of ownership as stipulated in the deed or similar legal document.
- (2) This limitation does not apply to CAFRD 8.2.04 (Appraisal fees).
- (3) Where the residence is or was co-owned by the member's spouse, common-law partner or dependant, reimbursement shall be at 100%.

(T)

8.1.09 Attending Fees and Power of Attorney

- (1) When there is a requirement for a member to be present for the sale or purchase of a residence and for service reasons the member is unable to attend, the member is entitled to be reimbursed from the **Core Account** for:
 - (a) costs to courier documents between legal firms;
 - (b) costs related to a Power of Attorney; and
 - (c) mandatory attending fees charged by a lawyer or notary as per provincial requirements.

(2) The local authority must certify that for service reasons the member could not attend the closing of the purchase or sale transaction.

(T)

Section 8.2 Sale of principal residence

8.2.01 Introduction

This section sets out the entitlements established to assist in the disposal of a principal residence in Canada.

(C)

8.2.02 Entitlement – Occupancy requirements

A member is entitled to the benefits contained in the section in respect of a principal residence if the member or the member's dependants occupied the residence immediately prior to:

- (a) the sale of the principal residence;
- (b) the move of HG&E at public expense from that principal residence;
- (c) the notification of the posting; or
- (d) the notification of the DCBA authority to move HG&E for a period of Class "B" or "C" Reserve service.

(T)

8.2.03 Real Estate Incentive (REI)

- (1) This incentive is not payable for any moves under <u>Section 11.2</u> (*Unaccompanied Moves*) or under <u>Chapter 14</u> (*Moves to Intended Place of Residence (IPR)*).
- (2) When a member elects to retain their principal residence, the member is entitled to receive from the **Core Account**, 80% of the real estate commission that would have been payable based on the appraised value of the residence, up to a maximum of \$12,000 if all the following conditions are satisfied:
 - (a) the member's principal residence is appraised under CAFRD <u>8.2.04</u>;
 - (b) the member has not received any Temporary Dual Residence Assistance (TDRA) benefits under CAFRD <u>8.2.07</u>;
 - (c) the decision to elect this incentive is made within 15 working days after receipt of that appraisal; and
 - (d) the member signs a waiver foregoing any future reimbursement of real estate fees, legal fees and other related disposal costs under this section for the residence.
- (3) The election to receive this incentive is irrevocable.

(4) Should the member choose to re-occupy the residence on a subsequent posting, the residence would be designated as a principal residence for any further relocation that might occur after re-occupancy.

(T)

8.2.04 Appraisal fees

- (1) An appraisal is conducted in order to:
 - (a) help establish market value;
 - (b) facilitate disposal; and
 - (c) establish a home value for funding purposes.
- (2) A member is entitled to be reimbursed for appraisal fees not exceeding the pre-negotiated corporate rates from:
 - (a) the Core Account for,
 - (i) one professional appraisal, and
 - (ii) a second appraisal if specifically requested by the CAF or by the contracted relocation service provider; and
 - (b) the **Custom Account** for any additional appraisals requested by the member.
- (3) Appraisal fees are payable for the entire property. They are not reduced in the case of a property that exceeds the lot size (CAFRD <u>8.1.06</u>), or is an income-producing (CAFRD <u>8.1.07</u>) or a co-owned (CAFRD <u>8.1.08</u>) property.
- (4) When more than one appraisal is obtained under this subsection and the appraised values are different:
 - (a) the Custom funding shall be calculated using the home value determined by the initial appraisal; and
 - (b) for all other purposes, the most recent appraised value shall be used.

(T)

8.2.05 Marketing incentives

- (1) When market conditions warrant, a member may use marketing incentives to attract potential buyers.
- (2) A member is entitled to be reimbursed from the **Custom Account** for actual and reasonable marketing incentives if all the following conditions are satisfied:
 - (a) the real estate agent recommends using marketing incentives to sell the property; and
 - (b) those marketing incentives are clearly identified on the original or amended Property Listing and on the Offer to Purchase documents.
- (3) Subject to paragraph (4), a marketing incentive may be anything that is deemed in writing by the member's real estate agent to be both appropriate and consistent with common practices in the real estate industry. A marketing incentive may be, but is not limited to:

- (a) a closing bonus, decorating bonus, upgrading bonus, or other type of bonus payable to the purchaser on closing;
- (b) the payment of a maximum of one year of property taxes or condominium fees for that residence; or
- (c) an interest buy-down benefit.
- (4) The following are not acceptable marketing incentives:
 - (a) anything that is in or at the residence (e.g. appliances or fuel oil);
 - (b) the demolition, renovation, restoration, construction, maintenance or repair of anything normally considered maintenance or upkeep that a prudent homeowner would address;
 - (c) any bonus or incentive to a real estate agent; and
 - (d) any bonus or incentive instigated at the offer stage as a negotiation tool.

8.2.06 Home inspections

- (1) When it is a condition necessary for the sale of the property, a member is entitled to be reimbursed actual and reasonable expenses from the **Core Account** not exceeding the applicable pre-negotiated corporate rates for a:
 - (a) building/structural inspection;
 - (b) heating, ventilation and air conditioning (HVAC) system inspection;
 - (c) pyrite, radon, wood basement and termite inspection(s);
 - (d) well and septic system inspection(s); and
 - (e) Wood Energy Technology Transfer (WETT) inspection.
- (2) Only one inspection of each type will be reimbursed.

(T)

8.2.07 Temporary Dual Residence Assistance (TDRA)

- (1) A member is responsible for the expenses associated with one residence. When it is necessary to maintain two residences at the same time, actual and reasonable expenses for one residence may be reimbursed.
- (2) Subject to paragraphs (5) and (6), a member is entitled to claim the following TDRA expenses for the former residence provided it remains unoccupied and actively marketed:
 - (a) interest charges for any mortgage on that residence;
 - (b) property and school taxes;
 - (c) utilities, such as electricity, heating, water/sewage, alarm monitoring;
 - (d) property maintenance costs such as lawn cutting, snow removal, and other minor maintaining of the property but excluding repair, replacement, painting, or driveway resurfacing costs;
 - (e) condo fees for the related property maintenance activities as at subparagraph (d), where the receipt or statement clearly identifies the breakdown of the specific costs;

- (f) house insurance including additional insurance costs for an unoccupied residence; and
- (g) rental of a mobile home pad.
- (3) TDRA ceases on the day that the sale of the residence is finalized.
- (4) TDRA is reimbursed from:
 - (a) the Core Account for six months of expenses; and
 - (b) the **Custom Account** for any additional months of expenses.
- (5) A member may receive either TDRA or the Real Estate Incentive (REI) at CAFRD 8.2.03, but not both.
- (6) A member who is posted outside of Canada is not entitled to TDRA for any days for which the member has been reimbursed under <u>CBI 10.5.11</u> (*Waiver of Rent Share*).

8.2.08 Return trip to finalize sale

- (1) A member is entitled to claim expenses in accordance with paragraph (2) to return to the previous place of duty to finalize the sale if all the following conditions are satisfied:
 - (a) the member qualified for TDRA;
 - (b) the member subsequently sold the former residence;
 - (c) the sale could not be completed through a power of attorney or by the courier of documents/materials between legal firms;
 - (d) the member clearly demonstrates that all other avenues were exhausted; and
 - (e) in cases where both the member and the member's spouse travel, the member clearly demonstrates that there was a legal requirement (e.g. a letter from the lawyer) for both to be personally present to finalize the sale.
- (2) The following shall be reimbursed from the **Core Account** for the member, and if subparagraph (1)(e) applies the member's spouse:
 - (a) up to two days travelling expenses as if travel was for a DIT;
 - (b) one night lodging; and
 - (c) transportation by the most economical means (commercial air travel must be arranged by the contracted relocation service provider).

(T)

8.2.09 Real estate commission

A member is entitled to be reimbursed from the **Core Account** for the real estate commission, not to exceed the pre-negotiated corporate rates.

8.2.10 Private sales

- (1) A member who sells their principal residence privately is entitled to be reimbursed from the **Core Account** for actual and reasonable expenses related to the sale.
- (2) Reimbursement shall not exceed the real estate commission that would have been payable under CAFRD 8.2.09 had the residence been sold by a licensed real estate agent.

(T)

8.2.11 Legal fees and disbursements

A member is entitled to be reimbursed for legal fees and disbursements incurred to complete the sale of a principal residence as follows:

- (a) from the **Core Account**:
 - (i) land survey costs, if the member's lawyer or notary certifies that
 - (A) the last survey is more than five years old,
 - (B) there have been observable changes to the lot since the last survey, or
 - (C) the seller is required by law to provide a survey;
 - (ii) charges such as administrative fees and mortgage disbursement fees levied by a lender for the disposal of one mortgage on the property;
 - (iii) legal fees necessarily incurred as the result of the deed transfer in the applicable land titles system; and
 - (iv) municipal fees associated with municipal name change for tax rolls; and
- (b) from the **Custom Account** for charges such as administrative fees and mortgage disbursement fees levied by a lender for the disposal of a second mortgage on the property.

(T)

8.2.12 Mortgage early repayment penalties (MERP)

- (1) A member who is required to pay an MERP in relation to the discharge of one or more mortgages held against the principal residence at the time of its sale, is entitled to be reimbursed the amount of the MERP incurred if:
 - (a) the terms of the mortgage or mortgages require MERP to be paid; and
 - (b) at the new place of duty the member either
 - (i) does not purchase a replacement residence, or
 - (ii) purchases a replacement residence and the transfer of the discharged mortgage to that residence was not permitted (i.e. the mortgage could not be ported).
- (2) MERP is funded from:

- (a) the **Core Account** for the sum of all penalties including all related administrative fees and taxes not to exceed the equivalent of three months of mortgage interest or \$5,000, whichever is less; and
- (b) the **Custom Account** for the sum of all penalties including all related administrative fees and taxes not to exceed the equivalent of six months of mortgage interest minus the amount reimbursed under subparagraph (a).

8.2.13 Home Equity Assistance (HEA)

- (1) A member is entitled to be assisted for any financial loss incurred in relation to the sale of their principal residence if the sale price is less than the purchase price paid by the member.
- (2) Despite the definition of purchase price in <u>Section 1.4</u>, in relation to a principal residence that was a new home construction, the purchase price is the sum of the costs:
 - (a) identified in the Building Agreement; and
 - (b) incurred during the first year of occupancy of the residence for initial landscaping if those costs were not identified in the Building Agreement.
- (3) The reimbursable amount is equivalent to the difference between the original purchase price and the sale price, *minus* any reduction in the sale price that is identified in the agreement of purchase or sale and attributable to anything in the principal residence that required repair or replacement.
- (4) The reimbursable amount is funded:
 - (a) from the **Core Account** for 80% of the reimbursable amount or \$30,000, whichever is less; and
 - (b) from the **Custom Account** for any remaining reimbursable amount not reimbursed under subparagraph (a).

(T)

8.2.14 HEA – Taxation

HEA reimbursements may have income tax implications. A member who receives this benefit should confirm the taxation rules applicable to their circumstances.

(C)

Section 8.3 Purchase of replacement residence

8.3.01 Introduction

- (1) This section sets out the entitlements established to assist in the acquisition of a replacement residence at the new place of duty in Canada.
- (2) When selecting a replacement residence, a member must get gaining CO approval if the member wishes to reside outside of the geographical boundaries of the new permanent workplace (see <u>Section 2.6</u>).

(C)

8.3.02 Eligibility

- (1) A member is entitled to the benefits outlined in this section if **all** of the following conditions are met:
 - (a) the member is posted for more than one year;
 - (b) the member purchases within the geographical boundaries of the new permanent workplace unless a move to a location outside the geographical boundaries has been approved under <u>Section 2.6</u>; and
 - (c) the member does not re-occupy their owned residence at the new place of duty.
- (2) For the purposes of subparagraph (1)(a), a member is deemed to be posted for more than one year in cases where the initial posting is less than one year and either:
 - (a) the appropriate posting authority provides advance confirmation that the member should remain at the same place of duty immediately following the original posting for a further period of one year or more, or
 - (b) the member is subsequently posted to another permanent workplace within 40 km of their new permanent workplace, for a further period of one year or more.

(T)

8.3.03 Purchase after move

- (1) A member who originally moved HG&E into rental accommodation at the new location and subsequently purchases a residence within the established time limits remains entitled to the benefits in this section.
- (2) Unless an exception at CAFRD 7.07 (*Purchase of a replacement residence*) applies, the sum of the reimbursements under this section shall be reduced by the sum of the reimbursements previously made under CAFRD 7.04 (*Rent in advance of move*) and CAFRD 7.05 (*Rental finding fees*).
- (3) There is no entitlement to be reimbursed any other expenses in respect of the move from the rented residence to the purchased residence.

8.3.04 New residence construction

- (1) A member who contracts the construction of a new residence or purchases a newly-built residence is entitled to the same benefits under this section as if a resale home were purchased. However, all costs identified in the building agreement are deemed as part of the original purchase price and are not to be reimbursed separately.
- (2) Sales taxes such as the goods and services tax, the provincial sales tax and/or the harmonized sales tax paid for a new residence are not reimbursable.

(T)

8.3.05 Interest on a short term loan

- (1) A member is entitled to be reimbursed from the **Core Account** for a maximum of two years interest on a short-term personal loan or a personal line of credit obtained solely to pay the minimum deposit on the purchase of a replacement residence or a new residence construction at the new place of duty.
- (2) The required minimum deposit amount must be in accordance with the offer to purchase and shall not exceed the minimum amount required by the local market.
- (3) For a new home construction, when the building agreement describes a payment schedule or advance payments, the interest on those payments is not reimbursable.

(T)

8.3.06 Home inspections

- (1) Costs for inspections on each residence where an offer to purchase is made (including new homes and resale homes under warranty) shall be reimbursed from the **Core Account** as follows:
 - (a) the first building/structural inspection;
 - (b) one HVAC system inspection;
 - (c) one well, water potability, and septic system inspection (including the pumping when required for the inspection); and
 - (d) one follow-up termite, radon, wood basement and pyrite inspection, when recommended in writing by the building inspector.
- (2) The following may be reimbursed from the **Custom Account**:
 - (a) any subsequent inspection of any type listed at paragraph (1) on the same residence; and
 - (b) any other types of inspections.

8.3.07 Bridge financing and lines of credit

- (1) A member is entitled to be reimbursed the costs associated with obtaining a short-term bridge loan and/or a line of credit to replace the proceeds from the sale of the former residence that are not yet available to be transferred to the replacement residence.
- (2) Subject to the limitations at paragraph (3), the following costs are reimbursable:
 - (a) interest costs; and
 - (b) the associated administration fees charged by the financial institution.
- (3) This benefit is payable only:
 - (a) for the duration that the proceeds from the sale are unavailable; and
 - (b) on that portion of the short-term financing that is lesser than or equal to the amount of the proceeds from the sale of the former residence.
- (4) For the purposes of subparagraph (3)(b), the amount of the proceeds from a residence that is not yet subject to an accepted offer of purchase is calculated using the appraised value.
- (5) This benefit is payable from:
 - (a) the **Core Account**, when the closing date of the replacement residence is after the closing date of the sold residence; and
 - (b) the **Custom Account** in any other case.

(T)

8.3.08 Second mortgage

- (1) This benefit is not payable while in receipt of a benefit under CAFRD 8.2.07 (*TDRA*) or CAFRD 8.3.11 (*RTDRA*).
- (2) When a bridge financing loan cannot be obtained because the principal residence has not sold, and it remains actively marketed and unoccupied, a member is entitled to be reimbursed from the **Custom Account** for interest, legal and administrative costs for:
 - (a) a second mortgage; or
 - (b) a HELOC used as a second mortgage.

(T)

8.3.09 Legal fees and disbursements

- (1) A member is entitled to be reimbursed from the **Core Account** for the following legal fees and disbursements related to the purchase of a replacement residence:
 - (a) sheriff's fees;
 - (b) land transfer tax/welcome tax;
 - (c) name change fee when transferring ownership from builder to purchaser;
 - (d) deed transfer charges;

- (e) survey costs or Title Insurance premium (both cannot be claimed unless they are deemed necessary to obtain clear title);
- (f) certificate of execution;
- (g) appraisal and water test fees incurred at the request of the lender to obtain a first or second mortgage;
- (h) legal fees incurred as a result of deed transfer in the applicable land titles system; and
- (i) fees associated with municipal name change for tax rolls.
- (2) When a purchase transaction fails based on the legal conditions of the purchase (e.g., home inspection, financing, etc), any of the above expenses incurred remain reimbursable for the failed purchase and for a subsequent successful purchase.

8.3.10 Mortgage Default Insurance (MDI)

- (1) A member who is required to pay a mortgage default insurance premium in relation to the purchase of their replacement residence, is entitled to receive an amount equal to the assessed insurance premium and to be reimbursed for any administrative fees incurred in relation to the policy of insurance.
- (2) These amounts will be paid from the **Core Account** when:
 - (a) the member sells their principal residence in relation to their current posting, and they use 100% of the equity from the sale for the purchase of their new residence; or
 - (b) the member sold their principal residence before a posting to a new place of duty where they were prohibited from purchasing a residence, and in relation to the current posting, they use 100% of the equity from that sale for the purchase of their new residence, if this posting immediately follows the posting in respect of which they were prohibited from purchasing a residence.
- (3) These amounts will be paid from the **Custom Account**:
 - (a) for either of the conditions under the Core benefit when they use **less** than 100% of the equity from the sale for the purchase of their new residence, but only when a MDI premium would have been required had 100% of the equity had been used;
 - (b) when on the date that the member finalizes the purchase of their new residence, their current principal residence has not been sold, and
 - (i) it is being actively marketed, or
 - (ii) it is subject to a valid agreement of purchase and sale, and the sale will be finalised at a later date;
 - (c) when the member is renting their current residence, and they
 - (i) are not eligible to receive benefits under subparagraph (2)(b), or

- (ii) have not received the Real Estate Incentive in relation to the posting from their last principal residence; or
- (d) when the member is a first-time home buyer.
- (4) MDI may be paid by the member as a single lump-sum, or added to the mortgage and amortized over the life of the mortgage. Regardless of which means the member elects to pay the MDI, the claimable amount remains the same and is not adjusted for additional mortgage interest.

(T)

8.3.11 Reverse TDRA (RTDRA)

- (1) A member is responsible for the expenses associated with one residence. When it is necessary to maintain two residences at the same time, actual and reasonable expenses for one residence may be reimbursed.
- (2) When a member takes possession of a replacement residence prior to the move of their HG&E from their current residence, the following RTDRA expenses may be claimed for the replacement residence:
 - (a) interest charges for any mortgage on that residence;
 - (b) property and school taxes;
 - (c) utilities, such as electricity, heating, water/sewage, alarm monitoring;
 - (d) property maintenance costs such as lawn cutting, snow removal, and other minor maintaining of the property but excluding repair, replacement, painting, or driveway resurfacing costs;
 - (e) condo fees for the related property maintenance activities as at subparagraph (d), where the receipt or statement clearly identifies the breakdown of the specific costs;
 - (f) house insurance including additional insurance costs for an unoccupied residence; and
 - (g) rental of a mobile home pad.
- (3) RTDRA ceases on the earlier of:
 - (a) the day that the HG&E is delivered to the new residence; or
 - (b) the day that the sale of the former principal residence is finalized.
- (4) RTDRA is reimbursed from:
 - (a) the **Core Account** for one month of expenses; and
 - (b) the **Custom Account** for any additional months of expenses.

8.3.12 Mortgage interest differential

When the interest rate on the new mortgage is higher than the one discharged for the sold residence, a member is entitled to be reimbursed from the **Core Account** for the interest differential, to a maximum of \$5,000, calculated using the formula:

$$((\mathbf{A} - \mathbf{B}) \div 100) \times (\mathbf{C} \div 12) \times \mathbf{D}$$

where

A is the interest rate on the first day of the new mortgage,

B is the interest rate on the last day of the discharged mortgage,

C is the number of months remaining on the discharged mortgage, and

D is the lesser of

- (a) the remaining principal on the discharged mortgage; and
- (b) the principal on the new mortgage.

(T)

8.3.13 Home renovations for the disabled

- (1) This subsection applies only in relation to an expense that is not reimbursable under <u>CBI 211.01</u> (*Home Modifications Benefit*) for an ill or injured member.
- (2) A member who is disabled, or has a dependant who is disabled, and requires special modifications on the replacement residence to allow proper access/use is entitled to be reimbursed from the **Custom Account** for the actual and reasonable expenses for those disability-related modifications.

Chapter 9. Shipment/Storage, and sundry relocation expenses

9.01 General

- (1) This chapter sets out the entitlements related to the shipment and storage of a member's HG&E and PMV(s), the shipment of pets, and the entitlements to various sundry expenses. It is subject to certain limitations and enhancements provided for in Part 3 of this directive.
- (2) Unless otherwise specified in the CAFRD, the shipment and storage of HG&E are arranged through the contracted relocation service provider and is governed by the HG&E RSC.
- (3) Where in the CAFRD the cost of shipment or storage of HG&E or a PMV is limited to the estimated cost of a move to another location, that estimated cost will be determined by CAF based on an average of the HG&E RSC rates.
- (4) The general rule for PMVs is that expenses related to only one PMV or motorcycle are payable from the **Core Account** and the expenses related to any other PMV and motorcycle are payable from the **Custom Account**. The only exception is at CAFRD <u>9.1.12</u> (*Storage of PMV*).

(C)

Section 9.1 Shipment and Storage

9.1.01 Introduction

- (1) This section describes the shipment of HG&E, and the storage of HG&E and PMVs. The shipment of PMVs and other vehicles is discussed in another section of this chapter.
- (2) The shipment and storage of HG&E are dependent on the HG&E RSC contractor being able to safely pack and load at origin and to safely unload and unpack at destination. When a move is delayed due to safety reasons that are within the member's control, additional costs associated with the delay are the responsibility of the member.
- (3) Regarding SIT, there is a limit to the number of days that a member may keep their HG&E in SIT. Members are advised to discuss HG&E delivery delays with the local CAF Transportation Agent (normally Base Traffic section).

(C)

9.1.02 HG&E packing, loading and delivery

(1) CAF members are expected to make themselves available for the packing and loading of their HG&E, and to receive their HG&E at the earliest possible date that it can be delivered (unloaded).

(2) The packing, loading, unloading or unpacking of HG&E may occur on a weekend or a statutory holiday.

(C)

9.1.03 General

- (1) A member is entitled to the shipment of their HG&E, that is not in LTS to the new place of duty from one of the following:
 - (a) the member's current place of duty;
 - (b) the location to which it was last moved at public expense;
 - (c) the place of enrolment (see <u>Section 11.1</u>), if the HG&E the member had on enrolment has not been moved at public expense; or
 - (d) the member's current or a previous place of duty at which their HG&E was acquired and is located, if the member had no HG&E on enrolment and has acquired HG&E since enrolment that has not been moved at public expense.
- (2) In addition to paragraph (1), when the LTS of HG&E at public expense ceases to be authorized, that HG&E will be shipped from LTS to the member's residence at new place of duty in accordance with CAFRD 9.1.10 (Long Term Storage (LTS) of HG&E).
- (3) For the purposes of paragraphs (1) and (2), a member is entitled to the shipment of their HG&E from or to a location outside the place of duty when that move has been approved under <u>Section 2.6</u>.

(T)

9.1.04 Air priority shipments

- (1) When posted to Iqaluit, NU or to a post outside of Canada, a member who will occupy their furnished accommodation before their main HG&E shipment arrives, is entitled to the air priority shipment of some essential personal effects for each person who will arrive before the main HG&E shipment, for the purpose of immediate set-up of residency upon arrival.
- (2) The air priority shipment may be shipped commercially or accompany the member as excess baggage during air travel under <u>Chapter 6</u> (*Travel to New Location (TNL)*), or split between the two.
- (3) The costs associated with the following maximum weights plus the applicable packing and crating factor at CAFRD <u>9.1.07</u> are funded by the **Core Account**:
 - (a) for the member, 100 kg (220 lbs); and
 - (b) for each dependant, 46 kg (100 lbs).
- (4) The costs associated with weight in excess of paragraph (3) are funded from the **Custom Account**.

Chapter 9: Shipment/Storage, and sundry relocation expenses

9.1.05 Air priority shipments – process

All commercial shipments shall be processed through the applicable CAF Transport Agent (normally Base Traffic section) to ensure all charges are applied at the current contract rates.

(C)

9.1.06 Weight entitlement

- (1) The CAF will arrange and pay for the cost of packing, loading, insuring, shipping, SIT (within limitations), unloading and unpacking of authorized HG&E.
- (2) Costs associated with a maximum of 9,072 kg (20,000 lbs) of HG&E plus the applicable packing and crating factor at CAFRD 9.1.07 are funded by the **Core Account**. When both shipment and storage are authorized, this weight entitlement is the combined total of both.
- (3) Costs associated with the following items are funded by the **Custom Account**:
 - (a) any extra charges when large articles are moved on a weight dimensional basis, or a cubic basis, or with surcharges; and
 - (b) any weight in excess of paragraph (2).

(T)

9.1.07 Packing and crating factors

- (1) Any weight entitlement in this directive shall be increased by the following applicable packing and crating factor:
 - (a) 15% for road shipments, sea container shipments and long-term storage loads;
 - (b) 20% for overseas shipments in a wooden liftvan; and
 - (c) 25% for air shipments and UAB shipments.
- (2) In the event that more than one method of shipment is utilized for any one load of HG&E, the method that provides the highest packing and crating factor shall be used.

(T)

9.1.08 Storage in Transit (SIT)

- (1) When SIT is necessary, associated costs are funded by the **Core Account** for the number of days that TNL (<u>Chapter 6</u>) and ILM&M (<u>Chapter 5</u>) are payable from the **Core Account**, excluding the pack/load/unpack/unload days.
- (2) Costs for SIT beyond the entitlement period at paragraph (1) shall be at the member's expense and shall be reimbursed to the Crown, unless the continuation of SIT at public expense for service reasons is authorized by DCBA.
- (3) Possession date changes due to building delays are not considered to be a service reason or beyond the member's control, but rather a risk associated

with building a house. SIT costs resulting from such delays are the responsibility of the member.

(4) SIT at the member's expense is limited to the maximum number of days of basic coverage under the HG&E RSC. The member is responsible to coordinate delivery of their HG&E before that period of basic coverage expires. The member is responsible for all subsequent HG&E storage costs after that period of basic coverage ends.

(T)

9.1.09 SIT -Moves without secured accommodation

A member who has not secured accommodation may request the restriction be lifted on the move of (D)HG&E, however the number of days that SIT costs are funded by the **Core Account** remains limited to the number of days calculated under CAFRD 9.1.08.

(C)

9.1.10 Long Term Storage (LTS) of HG&E

- (1) A member is entitled to LTS including partial shipment when the member:
 - (a) is posted to an isolated post;
 - (b) is posted to a location outside of Canada;
 - (c) is directed into Crown-owned accommodation that will not accommodate all HG&E:
 - (d) is posted to a location where DCBA determines that the shipment of HG&E shall be limited or controlled; or
 - (e) has no dependants and,
 - (i) is posted for less than one year,
 - (ii) occupies single quarters at the new place of duty, and
 - (iii) has not retained their residence at the former place of duty.
- (2) The CAF will arrange and pay for the cost of packing, loading, insuring, shipping, storing of authorized HG&E, and the subsequent restoring of that HG&E to the member at a new place of duty when the entitlement to LTS ceases.
- (3) The LTS costs associated with up to the combined maximum **Core Account** weight at CAFRD <u>9.1.06</u> (*Weight entitlement*) are funded by the **Core Account**.
- (4) LTS costs associated with the following are funded by the **Custom Account**:
 - (a) any weight in excess of paragraph (3);
 - (b) any extra charges when large articles are moved/stored on a weight dimensional basis, or a cubic basis, or with surcharges; and

(c) additional storage costs for boat/motorcycle/ all-terrain vehicle (ATV)/trailer/snowmobile.

LTS cessation/shipment on posting

- (5) When the member is posted at a new place of duty for which LTS is not authorized under paragraph (1), the entitlement to LTS continues until either:
 - (a) 30 days after the COS or RFD date (whichever is later); or
 - (b) a date determined by local authority when service reasons require that the shipment of HG&E from LTS be delayed (e.g. member on training, TD, attached-posting, etc).

(Exception: There are separate rules pertaining to LTS on enrolment. See CAFRD 11.1.05 (*HG&E – members without dependants*))

- (6) After expiry of the time limit at paragraph (5), the member is responsible for all subsequent LTS costs.
- (7) A member has two years from their COS or RFD date, whichever is later, to ship the HG&E from LTS to the new place of duty at public expense. When this time limit expires:
 - (a) where applicable, CAF will cease to pay for the LTS; and
 - (b) any subsequent expenses for the HG&E in LTS, including shipping, are the responsibility of the member.

LTS cessation/shipment on release

(8) When a member with HG&E in LTS is released or transferred, the member's LTS will be restored to the member at their address on release in accordance with CAFRD <u>14.4.01</u> (*Move of Dependants and HG&E*). (T)

9.1.11 Transportation and access to HG&E in LTS

- (1) A member is entitled to access their HG&E in LTS when the member is posted between places of duty that each have an LTS entitlement and there is a requirement to access LTS because:
 - (a) there is a significant climate difference between the two places of duty; or
 - (b) accommodations are furnished in one location and unfurnished in the other.
- (2) When access to the LTS is required, the following are funded from the **Core Account**:
 - (a) return transportation and travelling expenses as though the travel was for a DIT, for one person up to a maximum of two days at the LTS location; and
 - (b) expenses charged by the storage facility to access the HG&E in LTS.

(3) Additional days at the LTS location are reimbursable from the **Core Account** when the local authority certifies that those additional days are required for LTS access and HG&E reorganization purposes.

(T)

9.1.12 Storage of PMV

- (1) A member is entitled to be reimbursed the expenses to store a PMV/motorcycle when:
 - (a) posted to an isolated post;
 - (b) posted to a location outside of Canada; or
 - (c) posted to a location where DCBA determines that the shipment of private motor vehicles shall be limited or controlled.
- (2) Where a member has an entitlement to rental vehicle expenses under CAFRD 9.3.03 (*Rental vehicle*), the member must mitigate those expenses by storing the PMV/motorcycle as close as possible to the member's departure date and retrieving the PMV/motorcycle as soon as possible after the member's return date.
- (3) The following actual and reasonable expenses are reimbursable:
 - (a) a one-time storage preservation fee such as removing the battery, applying lubricants on the vehicle as required and raising the vehicle off the tires;
 - (b) storage fees;
 - (c) expenses necessary to restore the vehicle to road-worthiness (excluding repairs and licensing); and
 - (d) up to \$400 for a one-time fee for removing the PMV/motorcycle from storage (excluding repairs and licensing).
- (4) Expenses at paragraph (3) are reimbursed from the **Core Account** as follows:
 - (a) when prohibited from the shipment of vehicles, for up to two PMVs/motorcycles or one PMV/motorcycle and one other vehicle as per CAFRD <u>9.3.04</u> (*RV*, *boat*, *motorcycle*, *ATV*, *trailer*, *snowmobile*, *private aircraft*); or
 - (b) in any other case, when no other PMV/motorcycle has been stored or shipped or driven to the new place of duty, for one PMV/motorcycle.
- (5) For any other PMV/motorcycle, the expenses at paragraph (3) are reimbursed from the **Custom Account**.

Section 9.2 Preparation of HG&E and shipment of pets

9.2.01 Introduction

This section describes entitlements to reimbursement of preparation costs, insurance, pet shipment, and the handling of some specific types of items.

(C)

9.2.02 Preparation for transport

A member is entitled to be reimbursed from the **Custom Account** for expenses not covered under the HG&E RSC related to the special attention and preparation of specific items as specified by the contractor (e.g. pool table, piano, hot tub, art work, etc.).

(T)

9.2.03 Insurance coverage

- (1) A member is provided basic insurance coverage under the HG&E RSC during the handling, transportation and storage of a maximum of 9,072 kg (20,000 lbs) of HG&E from the **Core Account**.
- (2) A member is entitled to be reimbursed from the **Custom Account** for supplemental insurance costs (e.g. for high value items, etc.).

(T)

9.2.04 Insurance claims

Any claim for loss or damage of HG&E or damage to the residence is to be settled between the member, the carrier, and the insurer.

(C)

9.2.05 Crating, uncrating and appraisals

The HG&E RSC provides for general crating services which are sufficient for safe transport of HG&E. When a member requests special crating, uncrating or appraisals that the HG&E RSC contractor has not determined to be necessary, the member is entitled to be reimbursed from the **Custom Account** for those expenses.

(T)

9.2.06 Shipment of pets and service dogs

- (1) Subject to paragraph (2), a member is entitled to be reimbursed expenses related to the shipment of pets and service dogs:
 - (a) the kilometric allowance for PMV travel, to and from airport, in advance of and after the move if required;
 - (b) commercial shipment cost; and
 - (c) basic commercial animal care as required by the carrier or the host country.
- (2) The following limitations apply:

- (a) costs to purchase animal carriers are not reimbursable;
- (b) pet expenses for moves within Canada are limited in accordance with CAFRD <u>3.4.02</u> (*Pet expenses*);
- (c) when the animal is shipped to an alternate location, the cost reimbursed shall not exceed the cost of shipment to the location of the new place of duty; and
- (d) additional costs will not be reimbursed as a result of the early or late animal shipment.
- (3) Expenses are reimbursed from:
 - (a) the Core Account for service dogs; and
 - (b) the **Custom Account** for any pets.

(T)

9.2.07 Additional shipping expenses A member is entitled to be reimbursed from the **Custom Account** for expenses for the commercial shipment and insurance of personal belongings that are not eligible to be shipped via the HG&E RSC.

(T)

Section 9.3 Shipment of vehicle

9.3.01 Introduction

This section describes entitlements to costs associated with the shipment of PMV's, motorcycles, trailers and some powered recreational items.

(C)

9.3.02 Shipment of PMV and motorcycle by commercial carrier

- (1) A member is entitled to ship their PMV and motorcycle to their new place of duty, unless prohibited:
 - (a) elsewhere within this directive;
 - (b) by a CAF authority for operational or security reasons;
 - (c) by the destination country; or
 - (d) by DCBA, when it is determined that the shipment of the PMV and motorcycle to outside of Canada is neither practical nor economical.
- (2) Expenses to ship one PMV or motorcycle are reimbursed from the **Core Account** when:
 - (a) the member's primary mode of travel to the new place of duty is by commercial carrier; and
 - (b) the member is not reimbursed from the **Core Account** for any expenses related to the driving, shipping or storage of any other PMV or motorcycle.

- (3) Expenses to ship of any other PMV or motorcycle are reimbursed from the **Custom Account**.
- (4) In respect of a PMV or motorcycle being shipped:
 - (a) under paragraph (2), the vehicle must be shipped under the HG&E RSC when the service is available: and
 - (b) under paragraph (3), the member may ship the vehicle under the HG&E RSC or make other commercial shipment arrangements.
- (5) When the PMV or motorcycle is not shipped under the HG&E RSC, a member is entitled to be reimbursed actual and reasonable expenses, not to exceed the HG&E RSC rates, related to shipping their PMV or motorcycle by commercial carrier.
- (6) For the purposes of paragraphs (2) and (3), shipping expenses include:
 - (a) insurance up to the Canadian Red Book value of the vehicle; and
 - (b) actual and reasonable expenses associated with the member's delivery of the vehicle to the point of shipment, and the pick-up of the vehicle from the point of delivery, including a maximum of one-day meal expenses for each trip.

(T)

9.3.03 Rental vehicle

- (1) A member is entitled to be reimbursed from the **Core Account** for expenses as described in CAFRD 3.3.02 (*Rental vehicle*) when the primary mode of travel to new location is by commercial carrier and the member is necessarily separated from their PMV or motorcycle due to:
 - (a) shipment under CAFRD 9.3.02; or
 - (b) storage under CAFRD <u>9.1.12</u> and the member has no other vehicle.
- (2) The member is entitled to be reimbursed the expenses for one rental vehicle (regardless of number of PMVs or motorcycles shipped or stored).
- (3) For a move within Canada, the period of entitlement commences 24 hours before the member ships/stores the PMV or motorcycle, and ceases:
 - (a) in the case of a shipped vehicle, 24 hours after the vehicle is delivered to the member; and
 - (b) in the case of a stored vehicle, five working days after the member's arrival at the new place of duty at an isolated post.
- (4) When a member is subsequently posted in circumstances where the member is no longer entitled to store a PMV or motorcycle, the rental vehicle entitlements cease on the day after the stored PMV or motorcycle is removed from storage. The stored PMV or motorcycle shall be removed from storage as soon as the member arrives, or would have arrived had they not taken leave during TNL, at their new place of duty.

9.3.04 RV, boat, motorcycle, ATV, trailer, snowmobile, private aircraft When not moved as HG&E under <u>Section 9.1</u>, a member is entitled to be reimbursed from the **Custom Account** for expenses related to the shipment of RVs, sailboats, powered boats and outboard boat engines, ATVs, trailers, motorcycles (that are not shipped as a PMV under CAFRD <u>9.3.02</u>), snowmobiles, and private aircraft.

(T)

Section 9.4 Sundry relocation expenses

9.4.01 Introduction

Specific sundry relocation expenses may be reimbursed. The list of claimable sundry relocation expenses in this section is all-inclusive.

(T)

9.4.02 Connection and disconnection

- (1) A member is entitled to be reimbursed from the **Core Account** for basic connection, disconnection, installation and labour fees, cancellation fees, and account set up fees for:
 - (a) public utilities (telephone, internet, electricity, heating fuel, water/sewage);
 - (b) residential alarm system (basic monitoring system);
 - (c) cable or one satellite dish (one receiver only) not both;
 - (d) cellular (up to two basic services);
 - (e) electricity conversion services (labour and converters only);
 - (f) water lines to refrigerator;
 - (g) natural gas appliances; and
 - (h) a hot tub that is moved from the member's last residence to the new residence.
- (2) Installation of additional services shall be at member's expense.
- (3) Expenses incurred for cancellation of loyalty contracts are not reimbursable.
- (4) For the purposes of paragraph (1), basic connection, disconnection, installation and labour fees mean the minimum service required to connect or disconnect an appliance to/from existing gas, electrical and/or plumbing fixtures. For greater certainty, it does not include materials required for installation or the installation of new lines, wiring or fixtures required for the connection.

9.4.03 Vehicles, trailers and driver's licences

- (1) A member is entitled to be reimbursed from the **Core Account** for the following mandatory expenses:
 - (a) for the member and each dependant, expenses to obtain:
 - (i) a replacement driver's licence,
 - (ii) a driver's driving record when required to demonstrate experience or driver licence class at the new place of duty, and
 - (iii) an international driver's licence when posted outside Canada;
 - (b) for one vehicle (PMV or motorcycle) when that vehicle was registered at origin, expenses to obtain:
 - (i) one safety and/or structural inspection and certificate (excluding cost of necessary repairs) when mandatory under local legislation before licence plates can be obtained,
 - (ii) registration and licence plate fees (see paragraphs (3) and (4)),
 - (iii) letter of compliance,
 - (iv) for international moves, documents necessary to gain legal entry and to drive the vehicle within the destination city/country, excluding importation fees for new vehicles, and
 - (v) for moves from outside of Canada, fees associated with filing an export declaration; and
 - (c) for one trailer that was owned at origin, registration and plate fee (see paragraph (3) and (4)) when there is a legal requirement to have it registered at the new place of duty.
- (2) A member is entitled to be reimbursed from the **Custom Account** for the following mandatory expenses:
 - (a) for any other vehicle (PMV/motorcycle) when that vehicle was registered at origin, the expenses listed at subparagraph (1)(b); and
 - (b) for any other trailer that was owned at origin, the expenses listed at subparagraph (1)(c) when there is a legal requirement to have it registered at the new place of duty.
- (3) The validity period for registration and licence plate fees for vehicles and trailers at the destination location are limited to the greater of:
 - (a) one year; or
 - (b) the minimum period available for purchase.
- (4) Insurance charges that are applied to driver licencing or vehicle registration are considered part of the total insurance requirements for a vehicle and will not be reimbursed.

9.4.04 Medical and dental

A member is entitled to be reimbursed from the **Core Account** for the following medical and dental expenses when they are not covered under an existing provincial or public service plan:

- (a) costs associated with transferring dependant medical/dental files to new location;
- (b) costs associated with procuring new medical cards;
- (c) additional insurance costs for any time lag between provincial health care services;
- (d) new patient dental exam at destination; and
- (e) medical examinations and inoculations required for entry to host country or re-entry to Canada, including required medical letters.

(T)

9.4.05 Locks

A member is entitled to be reimbursed from the **Core Account** for a service call fee and labour for re-keying existing locks on exterior doors at the new residence. No costs for parts are reimbursable, except for the cost of up to four new keys for each re-keyed lock.

(T)

9.4.06 Postal and courier services

A member is entitled to be reimbursed from the **Core Account** for:

- (a) postal change of address (including mail forwarding/holding services) for up to 12 months for one residential change of address;
- (b) expenses for a courier service to send receipts to the contracted relocation service provider from locations where mail delivery is unreliable, as confirmed by the local authority; and
- (c) mail hold service for up to 12 months when sale/purchase/rental closes prior to departure/arrival.

(T)

9.4.07 Passport, visa and identity documents for moves to outside Canada

A member is entitled to be reimbursed from the **Core Account** for:

- (a) mandatory passport photo expenses when services are not provided by the Crown;
- (b) immigration documents;
- (c) visa and costs associated with the procurement of visas; and
- (d) required identity documents.

9.4.08 Value added tax (VAT) forms

A member who is posted from a location outside of Canada is entitled to be reimbursed from the **Core Account** for the purchase of the required number of VAT forms necessary to save the VAT on relocation expenses.

(T)

9.4.09 Spousal employment services

- (1) A member who is posted between two locations in Canada is entitled to be reimbursed from the **Custom Account** for the following spousal employment services:
 - (a) employment search;
 - (b) employment assistance;
 - (c) interview travel up to a maximum of three days/two nights (including travel) as though the travel was for a DIT;
 - (d) CV preparation;
 - (e) photocopy and transmittal costs for transcripts of academic records; and
 - (f) costs associated with establishing the same current unexpired credentials/certification in the new province.
- (2) For the purposes of subparagraph (1)(f), costs include only the non-recurring expenses such as an application fee, study materials, costs for required training, testing fees, etc. that are necessary to certify in the new province. This does not include any annual, monthly, or other recurring expenses (e.g. no payments for annual union dues, recurring membership and licencing fees, yearly insurance premiums, recurring refresher training, etc.) that would otherwise be payable in either the province in which the current certification is valid or in the new province. Upgrading and re-certification do not qualify as eligible expenses for reimbursement.
- (3) For posting to or from locations outside Canada, refer to <u>CBI Chapter 10</u> Section 13.

Chapter 10. Service Couples

10.01 Introduction

This chapter describes relocation benefits applicable to meet the requirements of Regular Force Service Couples.

(C)

10.02 Terms "member" and "spouse"

The relocation benefit relationship between two spouses, both of whom are members and both of whom are posted from same place of duty to the same new place of duty, is as follows: the member who is authorized to move (D) HG&E is deemed to be the "member", and their spouse is deemed to be the "spouse" of that member.

(T)

10.03 Colocation principle

- (1) The members of a service couple who are posted to the same place of duty are expected to collocate at the same residence.
- (2) If the members of a service couple are posted to different places of duty, each member is entitled to be relocated at public expense as if they were a single member until such time as they are relocated to the same place of duty.
- (3) Once the members are collocated, the members will not be entitled to be relocated at public expense as if they were single members unless:
 - (a) the members are posted to two separate permanent workplaces that are 80 km or more apart from each other; or
 - (b) only one member is posted to a new place of duty and all of the following conditions are satisfied
 - (i) the posted member is posted to a new place of duty and entitled to move HG&E.
 - (ii) the career manager of the other member confirms that for at least one year after the posted member's COS date, the other member will not be posted to the same new place of duty, and
 - (iii) neither member has elected their IPR, or received notice that that they will be released or transferred from the Regular Force within one year of the posted member's COS date.
- (4) When subparagraph (3)(a) or (3)(b) applies, one or both members, as applicable, may:
 - (a) relocate with some or all of their (D)HG&E to their new place of duty as though they were relocating as a single member;
 - (b) request, if applicable, Special Commuting Assistance under <u>CBI</u> 209.29 in lieu of moving their HG&E; or

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(c) proceed unaccompanied to the new place of duty in accordance with Section 11.2.

(T)

10.04 Delegation

A member moving (D)HG&E who is prevented from conducting the relocation personally due to service reasons, and whose service spouse is not posted, may delegate the responsibility of conducting the move to the spouse.

(C)

Chapter 11. Specific moves within Canada

11.01 General

- (1) This chapter sets out the entitlements related to specific types of moves within Canada that are not contemplated in Part 2 of this directive.
- (2) This chapter is divided into the following sections:
 - (a) Section 11.1 Move of (D)HG&E from place of enrolment;
 - (b) Section <u>11.2</u> Unaccompanied moves;
 - (c) Section 11.3 Local moves on posting; and
 - (d) Section <u>11.4</u> Moves to and from Isolated Posts.

(C)

Section 11.1 Move of (D)HG&E from place of enrolment

11.1.01 Introduction

- (1) Upon enrolment, the first posting or series of postings of a Regular Force member normally prohibits the move of (D)HG&E while the member is undergoing initial training.
- (2) This section describes the relocation entitlements, limitations and enhancements available to the member following that initial training period when the move of the member's (D)HG&E from their place of enrolment is no longer prohibited and the member meets the application/eligibility criteria for a move under this directive.

(C)

11.1.02 Move of (D)HG&E

- (1) Subject to CAFRD <u>11.1.07</u> (*Limitations enrolments and transfers residence outside Canada*), when a member becomes entitled to move their (D)HG&E from their place of enrolment, the member may move from:
 - (a) the location where the HG&E was stored on enrolment;
 - (b) the residence that was occupied by the member or their dependants on their date of enrolment; or
 - (c) any other location in Canada, however, reimbursement shall be limited to the cost that would have been incurred had the member's (D)HG&E been relocated from the residence at subparagraph (1)(b).
- (2) The member is entitled to move (D)HG&E from one location only.

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11.1.03 Entitlements – generally

- (1) The entitlements for a move from a place of enrolment are generally the same as those contained in Parts 1 and 2 except for the limitations or enhancements at CAFRD subsections 11.1.04 through 11.1.07.
- (2) When a member is posted locally to a new permanent workplace, the member may be entitled to a move see CAFRD $\underline{1.1.05}$ (*Eligibility*).

(C)

11.1.04 Posted back to place of enrolment – members without dependants

A member who:

- (a) has no dependants;
- (b) is posted to a place of duty that is also the member's place of enrolment; and
- (c) did not maintain a residence at the place of enrolmentis entitled to be reimbursed the costs associated with acquiring a rented or replacement residence and moving their HG&E into that residence.(T)

11.1.05 HG&E - members without dependants

(1) This subsection applies in respect of a member who has no dependants.

HG&E placed in LTS at public expenses on enrolment

- (2) In respect of a member who has HG&E in LTS at public expense, the entitlement to LTS continues until either:
 - (a) six months after the COS or RFD date (whichever is later); or
 - (b) a date determined by local authority when service reasons require that the shipment of HG&E from LTS be further delayed (e.g. member on training, TD, attached-posting, etc. during the first six months).
- (3) After expiry of the time limit at paragraph (2), the member is responsible for all subsequent LTS costs.
- (4) A member has two years from their COS or RFD date, whichever is later, to ship the HG&E from LTS to the new place of duty at public expense, and may be extended under paragraph (6). When this time limit expires:
 - (a) where applicable, CAF will cease to pay for the LTS; and
 - (b) any subsequent expenses for the HG&E in LTS, including shipping, are the responsibility of the member.

HG&E on enrolment that is not in LTS at public expense

(5) A member has two years from their COS or RFD date, whichever is later, to ship the HG&E they had on enrolment to the new place of duty at public expense, and may be extended under paragraph (6). When this time limit expires, any subsequent expenses for shipping the HG&E are the responsibility of the member.

Either scenario above

- (6) When the member is tasked (on training, attach posting or temporary duty) outside the geographical boundaries of the new permanent workplace for a period of 30 days or more that commences before the time limit at paragraph (4) or (5) expires, that time limit may be extended by the equivalent number of days tasked if the contracted relocation service provider receives written confirmation of the number of days tasked.
- (7) When it is practical to do so, small loads of HG&E may be shipped as UAB at the discretion of the responsible CAF Transportation Agent.(T)

11.1.06 Return to assist

When the HG&E the member had on enrolment was not placed into LTS at public expense, the member is entitled to the benefits at CAFRD 11.2.14 (*Return to assist*) to return to the member's place of enrolment to assist with the move.

(T)

11.1.07 Limitations – enrolments and transfers – residence outside Canada

- (1) This subsection applies to a member whose permanent residence was outside Canada on their date of enrolment in, or transfer to, the Regular Force and continues to be outside Canada on the date the member is entitled to a move under this section.
- (2) For the purposes of calculating relocation entitlements and the **Custom Account** funding, the member's:
 - (a) place of enrolment is deemed to be the nearest port of entry or border point in Canada on a direct route from their new permanent workplace to the country where they were residing at the time of enrolment or transfer (see Section 1.4); and
 - (b) permanent residence is deemed to be a rented residence with
 - (i) the actual number of qualifying rooms to a maximum of 10; and
 - (ii) zero expenses under CAFRD 7.03 (*Rent or lease liability*).

11.1.08 Funding formula – members with dependants

For a member with dependants who is moved under this section, the **Custom Account** formula below replaces the default formula at CAFRD <u>1.2.04</u>:

Custom Account formula		
A	Greater of (a) \$1,000; or (b) to a maximum of \$5,250, 35% of the real estate commission based on the sale price of the principal residence if sold prior to an appraisal, or on the initial appraised value.	
+ B	35% of the cost of transportation for the member and dependants from place of enrolment to new place of duty.	
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room based on accommodation occupied prior to enrolment.	
= D	Total Custom Account funds.	
(T)		

11.1.09 Funding formula – members without dependants

For a member without dependants who is moved under this section, the **Custom Account** formula below replaces the default formula at CAFRD 1.2.04:

	Custom Account formula		
A	Greater of (a) \$1,000; or (b) To a maximum of \$5,250, 35% of the real estate commission based on the sale price of the principal residence if sold prior to an appraisal, or on the initial appraised value.		
+ B	35% of the cost of transportation for the member from old place of duty to new place of duty.		
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room based upon type of accommodation occupied prior to enrolment.		
= D	Total Custom Account funds.		

Section 11.2 Unaccompanied moves

11.2.01 Introduction

- (1) This section describes the relocation entitlements, limitations and enhancements applicable to a member who is proceeding unaccompanied to the new place of duty in Canada.
- (2) The benefits described in this section generally pertain to securing and moving to semi-permanent accommodation, and organizing the subsequent move into permanent accommodation.
- (3) (Warning) A Reserve Force member who is moving for a period of Class "B" Reserve service may proceed unaccompanied, but is warned that some benefits in this section do not apply to them. A Reserve Force member moving for Class "B" Reserve service should read this section carefully before making the decision to proceed unaccompanied.

(C)

11.2.02 General

- (1) When permanent accommodations have not been secured or they are not available prior to the COS or RFD date, a member:
 - (a) with dependants may proceed unaccompanied to the new place of duty on a restricted basis for a maximum period of six months (see also paragraph (2)); and
 - (b) without dependants, who has a principal residence that is actively marketed, may proceed to a new place of duty in advance of the move of the member's HG&E.
- (2) A member with dependants shall request an IR as soon as it is known that the unaccompanied period will exceed six months. IR does not apply to a Reserve Force member moving for Class "B" reserve service.
- (3) Where single quarters are available at the new place of duty, there is no entitlement to an Unaccompanied HHT or to any expenses related to any other type of semi-permanent accommodation.

(C)

11.2.03 in advance of member

- (1) When permanent accommodations have been secured, or they are Dependants move available prior to the COS or RFD date, a member whose dependants and/or HG&E precede them to the new location is entitled to the benefits provided in CAFRD 11.2.08 (Accommodations) at the current place of duty for a period of up to six months.
 - (2) This provision does not apply to:
 - (a) a Reserve Force member moving for Class "B" Reserve service, or

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(b) Service Couples who are collocated prior to the move of (D)HG&E – see CAFRD Chapter 10 and CBI 208.997 (Separation Expense).

(T)

11.2.04 **Entitlements** – generally

The entitlements for an unaccompanied move are generally the same as those contained in Parts 1 and 2, except for the following entitlements which have limitations or enhancements:

- (a) Return to location of (D)HG&E when posted elsewhere while on a prohibited or restricted move;
- (b) HHT/DIT;
- (c) TNL;
- (d) shipment of vehicle; and
- (e) returning to previous place of duty for release purposes.

(T)

location of (D)HG&E

- 11.2.05 Return to (1) A member who is currently posted to a location to which the move of their (D)HG&E continues to be prohibited or restricted, and is subsequently posted to a location other than where their (D)HG&E is located, is entitled to return to the location of their (D)HG&E to make relocation arrangements prior to proceeding to the new place of duty. This provision does not apply in cases where the member has only HG&E in LTS at public expense.
 - (2) If prior to the current posting, the member had not exercised their entitlement to move their (D)HG&E from place of enrolment, the contracted relocation service provider will administer the move as per Section 11.1.
 - (3) The **Custom Account** funding shall be based on a move from the location of (D)HG&E to the new place of duty.

(T)

11.2.06 Return from Operations - Administration

- (1) A member returning from Operations (prohibited move) will continue to be administered by the local administrative support staff for their return travel.
- (2) A member returning from Operations directly to the new place of duty shall be administered as per this section until accommodations have been secured. The relocation will then be administered from location of (D)HG&E or LTS to the new place of duty.

(C)

11.2.07 **Unaccompanied** HHT/DIT

(1) A Regular Force member or a Reserve Force member moving for a period of Class "C" Reserve service, who will proceed unaccompanied to a location where single quarters are not available is entitled to conduct an

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Unaccompanied HHT (member only) in order to secure semi-permanent accommodation either:

- (a) under Chapter 4 in advance of the TNL; or
- (b) under <u>Chapter 5</u> immediately after TNL, if eligible under CAFRD <u>5.07</u> (*HHT after COS date*).
- (2) There is no entitlement to any DIT in respect of an unaccompanied move.
- (3) ILM&M will cease on the day the semi-permanent accommodation is occupied or on the day the semi-permanent accommodation was available, whichever is earlier.

(T)

11.2.08 Accommodations

- (1) This subsection does not apply to a Reserve Force member moving for a period of Class "B" Reserve service.
- (2) For a member with dependants who proceeds unaccompanied, the accommodation entitlements are described at <u>CBI 208.997</u> (*Separation Expense*) and are administered by the CAF, not the contracted relocation service provider.
- (3) For a member without dependants who proceeds in advance of the member's HG&E while their principal residence is being actively marketed, or is sold and the closing date is in the future, the entitlements are as follows:
 - (a) when proceeding to a location where single quarters are available, the member is entitled to be reimbursed the amount paid for the single quarters; and
 - (b) when proceeding to a location where single quarters are not available, the member is entitled to be reimbursed actual and reasonable expenses for accommodation, furniture rental, utilities and parking not to exceed the maximum rates as published at CBI 208.997 (Separation Expense).
- (4) The entitlement under paragraph (3) is funded from:
 - (a) the **Core Account** for the first six months; and
 - (b) the **Custom Account** for any additional months.
- (5) The entitlement under paragraph (3) ceases on the day the member's HG&E is moved from the principal residence. For greater certainty, a monthly amount paid under subparagraph (3) shall not be abated for the month in which the entitlement ceases.

(T)

11.2.09 TNL

The entitlement at CAFRD <u>6.08</u> (*Travel by PMV*) is limited to reimbursement for driving one vehicle and towing one trailer to the new place of duty.

of PMV or motorcycle

11.2.10 Shipment The entitlement at CAFRD 9.3.02 (Shipment of PMV and motorcycle by commercial carrier) is limited to reimbursement for shipping one PMV or motorcycle when the member does not drive to the new place of duty.

(T)

11.2.11 Unaccompanied baggage (UAB)

A member is entitled to ship UAB under CAFRD 3.4.06.

11.2.12 Returning to previous place of duty for release purposes

- (1) A Regular Force member who has proceeded unaccompanied and is subsequently returning to their previous place of duty for release purposes, is entitled to the following in relation to their return:
 - (a) TNL expenses under Chapter 6 for the member;
 - (b) the shipment of one PMV or motorcycle under CAFRD 9.3.02 (Shipment of PMV and motorcycle by commercial carrier) when the member does not drive a PMV for their TNL above; and
 - (c) the shipment of UAB under CAFRD <u>3.4.06</u>.
- (2) Reimbursement under this subsection is administered by the CAF.

(T)

11.2.13 Subsequent Accompanied HHT - member with dependants

- (1) A member with dependants who has proceeded unaccompanied is entitled to conduct a subsequent Accompanied HHT (member and dependants) in order to secure permanent accommodation for the move of (D)HG&E to the member's new place of duty.
- (2) For the subsequent Accompanied HHT, the following limitations apply to the lodging entitlement at Chapter 4 in relation to a member who is residing in semi-permanent accommodation other than single quarters:
 - (a) if only the spouse accompanies the member on the HHT, there is no entitlement to lodgings under Chapter 4; and
 - (b) if other dependants accompany the spouse on the HHT and the member's semi-permanent accommodation will not accommodate those dependants, the family may utilize commercial lodgings for the HHT, however all lodging expenses including those for the member and spouse shall be reimbursed from the Custom Account.
- (3) For greater certainty, the limitations at paragraph (2) do not limit the entitlement to reimbursement for meals and incidentals for the member and dependants from the applicable spending account as outlined in Chapter 4. (T)

11.2.14 Return to assist

- (1) A member is entitled to one day of transportation and travelling expenses to return to the former residence/place of duty to assist with the move of (D)HG&E. This travel is funded from the **Core Account**.
- (2) For the purposes of paragraph (1), a member who is returning via PMV is entitled to be reimbursed the kilometric allowance for the first 600 km from the Core Account, and the remainder from the Custom Account.
- (3) A member is entitled to a rental vehicle at the location of the (D)HG&E only if the member returns to that location via commercial transportation and the member has no other PMV at that location.
- (4) For the subsequent TNL under Chapter 6 from the old place of duty back to the new place of duty, a member who has already utilized PMV travel in excess of one day travel for the initial unaccompanied move is entitled to be reimbursed:
 - (a) for the member, one day of travel time and benefits from the **Core** Account:
 - (b) for each dependant, travel time and benefits in accordance with Chapter 6; and
 - (c) if the member's return travel under paragraph (1) was by PMV, the kilometric allowance for the first 600 km from the **Core Account** for that PMV, and the remainder from the Custom Account.
- (5) Where paragraph (4) does not apply, travel time and benefits for both the member and dependants shall be in accordance with Chapter 6 for the subsequent TNL.

(T)

formula

11.2.15 Funding For a member who proceeds unaccompanied under this section, the Custom **Account** formula below replaces the default formula at CAFRD 1.2.04. For all subsequent relocation activities, the applicable funding formula is used.

Custom Account formula		
A	Not applicable	
+ B	35% of the cost of transportation from old place of duty to new place of duty for member only	
+ C	Not applicable	
= D	Total Custom Account funds	
(T)		

Section 11.3 Local Moves on Posting

11.3.01 Application

This section applies to a member who is posted and is authorized a local move of (D)HG&E (less than 40 km from current residence to new residence, or less than 40 km from current permanent workplace to new permanent workplace) as a result of that posting. Local moves are only authorized when the posting requires the member to occupy or vacate an official quarter, in accordance with QR&O 28.01 (Obligation to occupy quarters).

(T)

11.3.02 Entitlements – generally

The entitlements for a local move are generally the same as those contained in Parts 1 and 2, except that there is no entitlement to:

- (a) a HHT or DIT under Chapter 4; and
- (b) TNL under Chapter 6.

(T)

11.3.03 Financial code for local move

The applicable posting authority is responsible to provide a financial code for the local move.

(C)

Section 11.4 Moves to and from Isolated Posts

11.4.01 Introduction

This section describes relocation entitlements applicable to moves to and from isolated posts.

(C)

11.4.02 Access to HG&E in LTS

A member who already has HG&E in LTS may have an entitlement under CAFRD 9.1.11 to access that HG&E in LTS.

(C)

11.4.03 Relocation from an isolated post for release purposes

- (1) A member who does not have an IPR entitlement under <u>Chapter 14</u>, or who wishes to defer their IPR election, is entitled to the full benefits of a relocation as per the CAFRD to a location in Canada of their choice without electing their IPR provided there is, within 250 km one-way direct road distance, a CAF unit with a release centre to administer the member's transfer/release.
- (2) The member's HG&E in LTS shall be restored to the member at their new residence.

(T)

11.4.04 Entitlements – generally

The entitlements for a move to and from an isolated post are generally the same as those contained in Parts 1 and 2, except for the following entitlements which are modified when posted to or from Goose Bay, Newfoundland (NL) or Iqaluit, Nunavut:

- (a) HHT;
- (b) Purchase and sale of a residence;
- (c) TNL Goose Bay;
- (d) HG&E weight entitlement Iqaluit;
- (e) Air priority shipment Iqaluit; and
- (f) Shipment of PMV Iqaluit.

(C)

11.4.05 HHT

There is no entitlement to an HHT when relocating to Goose Bay or Iqaluit.

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11.4.06 Purchase and sale of a residence

There is no entitlement to purchase or sale benefits in respect of a residence that is at Goose Bay or Iqaluit.

(T)

11.4.07 TNL – Goose Bay

- (1) A member travelling overland via the NL Trans-Labrador highway (500) and Quebec highway 389 is authorized three additional travel days.
- (2) A member travelling overland via the NL Trans-Labrador highway (510) is authorized one additional travel day.

(T)

11.4.08 HG&E weight entitlement – Igaluit

- (1) On posting to or from Iqaluit, the one-way HG&E weight entitlement at paragraph (2) of CAFRD 9.1.06 (*Weight entitlement*) is modified by this subsection.
- (2) The one-way weight entitlement is the sum of subparagraphs (a) to (c), plus the applicable packing and crating factor at CAFRD <u>9.1.07</u>:
 - (a) for the member, 3,100 kg (6,835 lbs);
 - (b) for the first dependant, add 800 kg (1,764 lbs); and
 - (c) for any other dependant, add 350 kg (772 lbs).
- (3) Additional weight is funded from the **Custom Account**.
- (4) On posting from Iqaluit, the weight entitlement will be based on the member's current family size or the family size that originally moved to Iqaluit, whichever is greater.

(T)

11.4.09 Air priority shipments – Iqaluit

A member moving to Iqaluit may be entitled to an air priority shipment under CAFRD 9.1.04.

(C)

11.4.10 Shipment of PMV – Iqaluit

- (1) A member posted to Iqaluit is limited to shipping one PMV.
- (2) In lieu of a PMV, a member may elect to ship an ATV or snowmobile, the weight of which will not be included as part of the HG&E weight entitlement.
- (3) When an election is made under paragraph (2), the related shipping expenses are reimbursed from the **Core Account** if no expenses for any other PMV have been reimbursed from the **Core Account**.

Chapter 12. Moves to and from outside Canada

12.01 Purpose

This chapter sets out the relocation entitlements applicable to moves to, from and between locations outside of Canada.

(C)

12.02 Entitlements – generally

The entitlements for a move under this chapter are generally the same as those contained in Parts 1 and 2, except for the following which have modified or added entitlements:

- (a) Long travel;
- (b) ILM&M overseas moves;
- (c) TNL Commercial sea travel overseas moves;
- (d) Purchase and sale of a residence;
- (e) Rented residences outside Canada;
- (f) HG&E limitations and enhancements;
- (g) PMV modifications; and
- (h) Rental vehicle.

(C)

12.03 Currency

- (1) A member shall be reimbursed relocation expenses outside Canada in equivalent Canadian funds, based on:
 - (a) the exchange rate on the receipt, if indicated;
 - (b) the exchange rate on the bank or credit card statement that correlates with the receipt; or
 - (c) in the absence of the above, the daily average Bank of Canada exchange rate on the date of the transaction set out on the Bank of Canada website.
- (2) When exchanging currency into local funds, a member is entitled to be reimbursed from the **Core Account** for any automated teller machine fees, administration fees and any losses on exchange (compared to the daily average Bank of Canada exchange rate on the date of exchange).
- (3) Reimbursement under paragraph (2) is limited to funds advanced or reimbursed for CAFRD relocation expenses and not the transfer/exchange of personal funds.

Section 12.1 Additional Benefits

12.1.01 Additional entitlements

In addition to the benefits contained in this directive, a member posted back to Canada may have an entitlement under <u>CBI 208.9964</u> (*Duties and Taxes on Early Repatriation to Canada*).

(C)

12.1.02 Long Travel

- (1) This subsection applies in respect of overseas travel for:
 - (a) a HHT/DIT under Chapter 4; and
 - (b) TNL under Chapter 6.
- (2) When continuous commercial air travel, that is combined with rail and/or road travel time, is in excess of nine hours, a member may elect one of the following:
 - (a) one "rest day" at destination;
 - (b) a scheduled overnight rest period during travel; or
 - (c) lodgings between flight changes during air travel, or between travel legs.
- (3) For the purposes of paragraph (2), "continuous commercial air travel" means the travel commencing at the scheduled flight departure time at origin and ending at the scheduled flight arrival time at destination, and includes any time between connecting flights.
- (4) The "rest day" commences at 0001 hrs after arrival at destination and is deemed to be a travel day. In respect of HHT/DIT travel, the "rest day" option at subparagraph (2)(a) does not apply to the return journey.
- (5) The expenses at paragraph (2) are funded from the same spending account that the commercial transportation costs for that person are funded from.

(T)

12.1.03 Return to assist

When a member proceeds on posting outside of Canada in advance of their (D)HG&E, the member is entitled to the benefits at CAFRD 11.2.14 (*Return to assist*) to return to assist with the subsequent move to the new post.

Section 12.2 ILM&M

12.2.01 ILM&M – moves to and from Mexico or overseas

- (1) When moving to, from or between Mexico or overseas locations, the meal entitlements at CAFRD <u>5.08</u> (*Meal entitlements*) are modified as follows:
 - (a) the basic meal entitlement is 30 days; and
 - (b) the supplemental meal entitlement is 15 days.
- (2) The lodgings entitlement (CAFRD subsections 5.09 and 5.10) and the miscellaneous allowance entitlement (CAFRD 5.11) are adjusted accordingly as a consequence to paragraph (1).

(T)

Section 12.3 Travel

12.3.01 Commercial sea travel – moves to and from overseas

- (1) When a member elects to utilize commercial sea travel for TNL between Canada and an overseas post, the member shall be reimbursed from the **Core Account** for actual and reasonable transportation and travelling expenses from the current place of duty to the new place of duty, not to exceed the cost of travel by air in accordance with paragraph (2).
- (2) For the member and each accompanying dependant travelling by sea, the cost of travel by air is the sum of:
 - (a) transportation and travelling expenses from current place of duty to closest practical air departure terminal;
 - (b) unrestricted economy airfare and reduced fare for children as applicable, as determined not less than 60 days before the ship's departure/sailing date; and
 - (c) transportation and travelling expenses from the closest practical air arrival terminal to the new place of duty.
- (3) The member is entitled to one day of duty travel when travelling by sea, with paid leave being utilized for all remaining travel from the old place of duty to the new place of duty.

(T)

Section 12.4 Purchase and sale of a residence

12.4.01 Limitation

There is no entitlement to purchase or sale benefits in respect of a residence that is outside of Canada.

Section 12.5 Rented Residences outside Canada

12.5.01 Rent in advance of move

- (1) When proceeding on posting to a location outside of Canada, this subsection modifies the amount funded by the **Core Account** at CAFRD <u>7.04</u> (*Rent in advance of move*).
- (2) A member is entitled to be reimbursed from the **Core Account** for:
 - (a) up to one month's rent; and
 - (b) when approved by the local authority at the gaining unit prior to signing the lease, up to two additional months.

(T)

12.5.02 Rental finding fees

- (1) When proceeding on posting to a location outside of Canada, this subsection modifies paragraphs (2) and (3) of CAFRD 7.05 (*Rental finding fees*).
- (2) A member is entitled to be reimbursed from the **Core Account** for actual and reasonable expenses for:
 - (a) rental finding services and rental agent fees required by the landlord and provided by a professional agency, not to exceed one month's rent or the amount legally required by the destination country, whichever is greater; and
 - (b) fiscal stamps (required by specific countries to register a lease).
- (3) Additional expenses related to finding and securing a rented residence are reimbursed from the **Custom Account**.

(T)

12.5.03 Rental inspection

When securing or vacating a rented residence at a post outside of Canada, a member is entitled to be reimbursed from the **Core Account** for the inspection of that residence when that inspection is a requirement under local law.

(T)

Section 12.6 HG&E

12.6.01 Access to HG&E in LTS

A member who already has HG&E in LTS may have an entitlement under CAFRD 9.1.11 to access that HG&E in LTS.

(C)

12.6.02 HG&E inventory listing

Prior to the HG&E load date, for Customs purposes a member must prepare an inventory of HG&E being shipped from Canada to outside of Canada for placement on the member's unit personnel file. There is no entitlement to be reimbursed any costs associated with preparing the inventory.

(C)

12.6.03 Oneway HG&E weight entitlement – moves to and from overseas

- (1) When moving to or from an overseas location, the one-way HG&E weight entitlement at paragraph (2) of CAFRD 9.1.06 (Weight entitlement) is modified by this subsection.
- (2) The one-way weight entitlement is the sum of the amount calculated under the applicable subparagraph below or 9,072 kg (20,000 lbs) whichever is less, plus the applicable packing and crating factor at CAFRD 9.1.07:
 - (a) when occupying a furnished accommodation at the foreign post, 3,100 kg (6,835 lbs) for the member plus 300 kg (661 lbs) for each accompanying dependant;
 - (b) when occupying an unfurnished accommodation at the foreign post, 4,700 kg (10,362 lbs) for the member plus 600 kg (1,322 lbs) for each accompanying dependant; and
 - (c) when proceeding to a controlled location, 750 kg (1,654 lbs) for the member plus 355 kg (783 lbs) for each accompanying dependant;
- (3) Mission/Administration or Posting Instructions which specify weight limitations/entitlements take precedence over the entitlements under paragraph (2).
- (4) The total weight calculated under paragraph (2) may be increased if there is an additional entitlement under CAFRD 12.6.04.
- (5) On posting from the foreign post, the weight entitlement will be based on the member's current family size or the family size that originally moved to the foreign post, whichever is greater.

(T)

12.6.04 Additional weight allowance

Representational position or when authorized

- (1) Officers proceeding to and from a CAF representational position in a foreign country, or who have been authorized additional weight, are entitled to additional weight as follows, plus the applicable packing and crating factor at CAFRD 9.1.07:
 - (a) 795 kg (1,750 lbs) of HG&E; and
 - (b) 23 kg (50 lbs) of excess baggage when travelling via commercial airlines.
- (2) Non-commissioned members who have been authorized additional weight are entitled to 339 kg (750 lbs) of HG&E when proceeding to and from their place of duty in a foreign country.

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(3) Expenses for the additional HG&E weight are funded from the **Core Account**.

(T)

12.6.05 Air priority shipments

A member moving to a post outside of Canada may be entitled under CAFRD 9.1.04 to an air priority shipment.

(C)

12.6.06 Non availability of commercial packing and crating services

Where commercial packing and crating services are not available or cannot be done under the HG&E RSC, a member is entitled to be reimbursed from the **Core Account** for actual and reasonable expenses incurred for the necessary packing/crating of HG&E.

(T)

12.6.07 Customs clearance transportation expenses – HG&E

- (1) A member who is relocating back to Canada is entitled to be reimbursed from the **Core Account** for the cost of return transportation (commercial transportation costs or PMV mileage) to the international customs clearance facility when the facility is not located within the geographical boundaries of the new permanent workplace.
- (2) Multiple daily trips may be required at the request of the international customs clearance facility authorities and shall also be reimbursed.
- (3) When the travel and customs clearance cannot be accomplished in one day, overnight accommodations and meal expenses are authorized for the member only.

(T)

Section 12.7 PMV

12.7.01 PMV modifications

- (1) When posted to a location outside of Canada, a member is entitled to be reimbursed for expenses to modify a Canadian specification PMV if:
 - (a) the modifications are legally required by the host country;
 - (b) the PMV would otherwise fail mandatory inspection required for legal licensing; or
 - (c) the modifications are required by the transportation authorities of the host country to obtain car insurance, as confirmed in writing by those authorities.
- (2) When posted back to Canada, a member is entitled to be reimbursed for expenses to reverse the modifications at paragraph (1) to the Canadian

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specification PMV if the modifications are required by Canadian federal or provincial law for legal operation of the PMV in Canada.

(3) The reimbursement under paragraphs (1) and (2) are funded from the same spending account that the transportation of the PMV is funded from.

(T)

12.7.02 Rental vehicle – PMV shipped

- (1) This subsection modifies CAFRD <u>9.3.03</u> (*Rental vehicle*).
- (2) When a member is entitled under CAFRD <u>9.3.03</u> (*Rental vehicle*), the rental vehicle expenses described at CAFRD <u>3.3.02</u> (*Rental vehicle*) and at paragraph (4) of this subsection are reimbursable for one rental vehicle.
- (3) The period of entitlement commences 24 hours before the member ships a PMV, and ceases:
 - (a) where the PMV can be immediately legally operated in the destination country, 24 hours after the PMV is delivered to the member; and
 - (b) where the local authority at the gaining unit certifies that the PMV cannot be immediately legally operated in the destination country (e.g. due to need for diplomatic plates, PMV modifications, etc.), the earlier of,
 - (i) 24 hours after the earliest day the PMV can be legally operated in the destination country, or
 - (ii) 14 days after the PMV is delivered to the member.
- (4) In addition to the expenses described CAFRD <u>3.3.02</u> (*Rental vehicle*), a member is entitled to be reimbursed from the **Custom Account** for:
 - (a) additional local commercial transportation expenses; and
 - (b) when renting a vehicle at locations outside Canada, additional insurance coverage.

(T)

12.7.03 Rental vehicle – PMV stored or sold at origin

- (1) This subsection modifies CAFRD <u>9.3.03</u> (*Rental vehicle*).
- (2) A member to whom CAFRD <u>12.7.02</u> does not apply is entitled to be reimbursed rental vehicle expenses as described in CAFRD <u>3.3.02</u> (*Rental vehicle*) for one rental vehicle when:
 - (a) the primary mode of travel to new location is by commercial carrier;
 - (b) the PMV is stored or sold at origin; and
 - (c) the member has no other vehicle.
- (3) The period of entitlement commences 24 hours before the member stores or sells their vehicle, and ceases 24 hours after the member acquires a replacement vehicle at destination.
- (4) Actual and reasonable expenses are reimbursed from:

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- (a) the **Core Account**, to a maximum of \$1,000 CAD; and
- (b) the **Custom Account** for any additional amount.
- (5) For the purposes of paragraph (2), a member who while at the post outside Canada did not own a vehicle is deemed to have sold their vehicle at origin.

(T)

Section 12.8 Release

12.8.01 Relocation back to Canada for release purposes

- (1) A member who does not have an IPR entitlement under <u>Chapter 14</u>, or who wishes to defer their IPR election, is entitled to the full benefits of a relocation as per the CAFRD to a location in Canada of their choice without electing their IPR provided there is, within 250 km one-way direct road distance, a CAF unit with a release centre to administer the member's transfer/release.
- (2) The member's HG&E in LTS shall be restored to the member at their new residence.

Section 12.9 Funding formula

12.9.01 Funding formula

- (1) The **Custom Account** formula below replaces the default formula at CAFRD 1.2.04 for a member who relocates between:
 - (a) a place of duty in Canada, the continental USA or Mexico; and
 - (b) a place of duty overseas.
- (2) For any other relocations under this chapter including cross-postings within the same continent, refer to the default **Custom Account** formula at CAFRD 1.2.04.

Custom Account formula

A	Greater of (a) \$1,000; or (b) To a maximum of \$5,250, 35% of the real estate commission based on the sale price of the principal residence if sold prior to an appraisal, or on the initial appraised value.
+ B	35% of the cost of one-way transport for the member and dependants from Halifax to Vancouver.
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from Halifax to Vancouver.
= D	Total Custom Account funds

Chapter 13. Moves of Reservists

13.01 Introduction

This chapter sets out the relocation entitlements specific to a Reserve Force member where DCBA has authorized:

- (a) a move for Reserve service; or
- (b) a Return Move at the completion of that service.

(C)

13.02 Meaning of "Period of employment"

- (1) For the purposes of this chapter, a "period of employment" means the continuous period that includes:
 - (a) the initial period of Class "B" or "C" Reserve service as indicated on the DCBA relocation authority message;
 - (b) any extensions to that initial period of Class "B" or "C" Reserve service (i.e. same unit/position);
 - (c) any new period of Class "B" or "C" Reserve service resulting from a move to a different position within the same place of duty and within the same organization, where that move is initiated by the same Command, hiring authority, or employing unit; and
 - (d) any subsequent period at that same place of duty that the member is receiving a benefit under <u>CBI 210.72</u> (*Reserve Force Compensation During A Period Of Injury, Disease Or Illness*).
- (2) For the purposes of determining the "continuous" period at paragraph (1), any periods of maternity or parental Leave Without Pay (LWOP) and any annuitant breaks shall not reduce the period of continuous service.

(T)

13.03 Timing – DCBA authorization

DCBA will not authorize any move under this chapter more than six months before:

- (a) the commencement date of a period of employment (for a move for Reserve service under Section 13.1); and
- (b) the end date of a period of employment (for a Return Move under Section 13.2).

(C)

Section 13.1 Moves for Reserve Service

13.1.01 Eligibility

A Reserve Force member is eligible to benefits under the CAFRD for a move for Reserve service if all of the following conditions are satisfied:

- (a) the initial period of Class "B" or "C" Reserve service is for one year or more:
- (b) that service,
 - (i) is for succession planning purposes as confirmed by the appropriate Command,
 - (ii) is for Naval Reserve service, or
 - (iii) in any other case, has been nationally advertised and that advertisement specified that a move of (D)HG&E may be authorized;
- (c) the relocation is recommended by the appropriate Command or Hiring Authority; and
- (d) the relocation is approved by DCBA.

(T)

13.1.02 Limitation of benefits

- (1) The entitlements for a Reserve Force member authorized to move under this section are generally the same as those contained in Parts 1 and 2, except for the following:
 - (a) time limit;
 - (b) funding and authority for HHT/DIT/TNL;
 - (c) purchase and sale of a residence;
 - (d) Reserve Relocation Allowance;
 - (e) service couples; and
 - (f) early termination of employment.
- (2) In accordance with <u>CBI 208.997</u> (*Separation Expense*), a Reserve Force member serving on Class "B" Reserve service is not entitled to receive any benefits under that CBI.

(C)

13.1.03 Time limit

- (1) Subject to paragraph (2), a Reserve Force member must move (D)HG&E within two years of the commencement date of the period of employment, provided there is at least one year remaining in the period of employment. For the purposes of determining the move date, the HG&E load date shall be used.
- (2) Where an IR status has been authorized for a Reserve Force member on Class "C" Reserve service, the two year period will commence once the IR

status has been lifted. However, the one-year-remaining rule at paragraph (1) continues to apply.

(3) Failure to meet this deadline, for other than service reasons, will result in forfeiture of unused relocation benefits.

(T)

13.1.04 Return to assist

When the move of HG&E occurs after the commencement of the period of employment, Reserve Force members are entitled to return to their primary residence to assist with the move. They will be reimbursed in accordance with CAFRD 11.2.14 (*Return to assist*).

(T)

13.1.05 Funding and authority for HHT/DIT and TNL – Class A

When authorized by the gaining employing unit, a Reserve Force member may proceed on HHT/DIT and TNL on Class "A" Reserve service prior to the commencement of the period of employment.

(T)

13.1.06 Sale and purchase of a residence

Despite the conditions and time limits contained elsewhere in this directive, the conditions and time limits related to the sale and purchase of a residence for a move under this section are governed by CAFRD subsections 13.1.06.1 and 13.1.06.2.

(T)

13.1.06.1 Sale at origin – move for service

For a move for Reserve service, a Reserve Force member is entitled to claim benefits in <u>Chapter 8</u> in respect of the sale of a principal residence at origin, provided that the closing date of that sale is:

- (a) no more than three months prior to the commencement date of the period of employment, or the date of the DCBA move authorization message, whichever is earlier;
- (b) no more than two years after the commencement date of the period of employment (or two years after the restriction to move (D)HG&E is lifted for a member on Class "C" Reserve service); and
- (c) prior to the termination date of the period of employment.

Chapter 13: Moves of Reservists

13.1.06.2 Purchase at new place of duty – move for service

- (1) For a move for Reserve service, a Reserve Force member is entitled to claim benefits in <u>Chapter 8</u> in respect of the purchase of a replacement residence at the new place of duty if all the following conditions are satisfied:
 - (a) the period of employment is for two years or more;
 - (b) the closing date of the purchase is no more than two years after the commencement date of the initial period of employment (or two years after the restriction to move (D)HG&E is lifted for a member on Class "C" Reserve service); and
 - (c) on the closing date of the purchase, there is at least one year remaining in the period of employment.
- (2) For the purposes of subparagraph (1)(b):
 - (a) an extension to a period of employment does not extend the entitlement period of two years; and
 - (b) where the member is tasked (on training, attach posting or temporary duty) outside the *geographical boundaries* of the new permanent workplace for a period of 30 days or more and the time limit has not expired, the time limit is extended by the equivalent number of days tasked.

(T)

13.1.07 Reserve Relocation Allowance (RRA)

- (1) A Reserve Force member who is moved for Reserve service is entitled to receive the RRA of \$1,000.
- (2) Both members of a Reserve Force service couple are entitled to receive the RRA if they are each authorized relocation benefits by DCBA for a period of Class "B" or "C" Reserve service.
- (3) A Reserve Force member who is entitled to relocation benefits and is relocated with their Regular Force spouse is entitled to the RRA only when the service couple moves a dependant to the new place of duty.

(T)

13.1.08 Reserve Relocation Allowance (RRA) – administration

- (1) The RRA is administered by the CAF, through the Reserve Force pay system.
- (2) The RRA may be paid to the member at any time during the relocation process.

(C)

13.1.09 Service couples – Regular and Reserve Force

- (1) When a Regular Force member is posted and the spouse who is a Reserve Force member obtains a period of employment, the spouse shall be relocated under the Regular Force member's move.
- (2) A spouse who is a Reserve Force member and who obtains employment after relocating with their Regular Force spouse is considered to be locally hired.

(C)

13.1.10 Voluntary early termination of employment

- (1) Subject to paragraph (3), a Reserve Force member who voluntarily terminates their employment before completing one year of their initial period of Class "B" or "C" Reserve service is disentitled to relocation benefits and all relocation benefits received by or paid on behalf of the member are subject to recovery in accordance with QR&O 203.04 (Overpayments).
- (2) For greater certainty, voluntary termination includes cases where a member terminates their employment because the member has applied for and accepted Reserve employment elsewhere within the same place of duty.
- (3) A Reserve Force member who is offered and accepts a Component Transfer into the Regular Force is not subject to recovery of relocation benefits. However, the member forfeits any entitlement to a Return Move as the member is no longer a Reserve Force member and therefore not eligible to benefits under this chapter.

(T)

Section 13.2 Return Moves

13.2.01 Return Move

- (1) A Reserve Force member is entitled to a Return Move from the location to which they were last moved at public expense for a period of Reserve service, if the initial period of employment for which they were authorized to move, as indicated on the DCBA relocation authority message:
 - (a) has been completed by the Reserve Force member; or
 - (b) has been terminated or reduced by the appropriate Command, Hiring Authority or employing unit for reasons other than misconduct.
- (2) A Reserve Force member who voluntarily terminates their employment before completing the initial period of Class "B" or "C" Reserve service is not entitled to a Return Move.
- (3) A Reserve Force member may move to:
 - (a) within 100 km of the residence from which they were last moved at public expense for a period of Reserve service; or

- (b) any other location in Canada, but the amount of the benefits reimbursed shall not exceed the amount of the benefits payable for a move under subparagraph (a).
- (4) There is no entitlement to move to a new residence that is 40 km or less from the current residence.

(T)

13.2.02 Return Move – administration and limitations

- (1) A Return Move must be requested by the Reserve Force member, through their chain of command to DCBA (see also CAFRD <u>13.03</u>). The authority to conduct a Return Move is issued by DCBA.
- (2) DCBA must be advised in cases where a period of employment is extended after the Return Move authorization has been issued.
- (3) The benefits for a Return Move are generally the same as for a move for Reserve service under this chapter, except for the following:
 - (a) time limit;
 - (b) Reserve Force pay;
 - (c) purchase and sale of a residence; and
 - (d) RRA.

(C)

13.2.03 Time limit

Return Move benefits must be exercised and claimed within one year of completion/termination of the period of employment. When there are further periods of Class "B" or "C" employment within the same place of duty, the time limit will be extended by the corresponding number of days served in the new employment.

(T)

13.2.04 Reserve Force pay

There is no authority for a member to be paid for Class "A" or "B" Reserve service in respect of any Return Move relocation activity that occurs after the period of employment has ended.

(T)

13.2.05 Sale and purchase of a residence

Despite the conditions and time limits contained elsewhere in this directive, the conditions and time limits related to the sale and purchase of a residence for a move under this section are governed by CAFRD subsections 13.2.05.1 to 13.2.05.2.

13.2.05.1 Sale at current place of duty – Return Move

For a Return Move, a Reserve Force member is entitled to claim benefits in Chapter 8 in respect of the sale of a principal residence at the current place of duty if all the following conditions are satisfied:

- (a) the member was entitled under the CAFRD or a previous CFIRP Directive to claim purchase benefits at the current place of duty;
- (b) the closing date of the sale is no more than one year before the termination date of the period of employment; and
- (c) the closing date of the sale is before the expiry date of the Return Move benefits under CAFRD <u>13.2.03</u>.

(T)

13.2.05.2 Purchase at destination – Return Move

For a Return Move, a Reserve Force member is entitled to claim benefits in <u>Chapter 8</u> in respect of the purchase of a replacement residence at the Return Move destination if all the following conditions are satisfied:

- (a) the member did not receive the REI benefit under Chapter 8 for a residence at the Return Move destination;
- (b) the closing date of the purchase is no more than one year before the termination date of the period of employment; and
- (c) the closing date of the purchase is before the expiry date of the Return Move benefits under CAFRD 13.2.03.

(T)

13.2.06 Reserve Relocation Allowance (RRA) – Return Move

The RRA is not payable in respect of a Return Move.

Chapter 14. Moves to Intended Place of Residence (IPR)

14.01 Introduction

This chapter sets out the relocation benefits and expenses applicable for a move to an IPR on:

- (a) release from the Regular Force;
- (b) transfer from the Regular Force to the Reserve Force; or
- (c) a member being deceased, officially reported missing, becoming a prisoner of war, being interned or detained by a foreign power, or declared mentally incapacitated.

(C)

14.02 Entitlement

A member who is eligible under this chapter is entitled to claim relocation expenses in respect of a move to an IPR if the member has elected an IPR (see Section 14.2).

(T)

14.03 Meaning of "local move"

In this chapter, "local move" means a relocation of 40 km or less, measured using the shortest normal route available to the public, from a person's current residence to their intended place of residence.

(T)

Section 14.1 Eligibility criteria

14.1.01 Eligibility criteria table

A Regular Force member's eligibility to a move to an IPR is based on the period of continuous Regular Force service and release item in accordance with the following table:

Criteria #1	Criteria #2	Authorized IPR	
Period of continuous	Release Item		
Regular Force service	(from the table to QR&O 15.01)		
Less than 10 years	2 – Unsatisfactory service; 4(a) – On request – When entitled to an immediate annuity; 4(b) – On completion of a fixed period of service; and	Place of enrolment (or any location provided that the cost does not exceed the cost of a move to the place of enrolment). See also CAFRD 14.5.06 regarding spending	
	5 – Service completed. 3 – Medical	accounts. Any location in accordance	
10 or more years	Release items as above.	with this chapter. See also CAFRD 14.5.07 regarding	
20 or more years	Release items as above; and $4(c) - On \ request - Other \ causes.$	spending accounts.	

(T)

14.1.02 Meaning of "continuous Regular Force service" When calculating the "continuous Regular Force service" to determine the authorized IPR at CAFRD <u>14.1.01</u>, any period of LWOP shall not reduce the period of continuous service.

(T)

14.1.03 Meaning of "any location" The term "any location" in CAFRD <u>14.1.01</u> includes a local move only when the member is entitled to a local move in accordance with CAFRD <u>14.5.09</u> (*Local move to IPR – entitlement and amount*).

(C)

Section 14.2 General principles

14.2.01 IPR elections

- (1) In accordance with CAFRD <u>14.02</u> (*Entitlement*), a member must elect an IPR before any IPR expenses may be claimed. An IPR election is required in order to initiate the member's file with the contracted relocation service provider.
- (2) A member elects an IPR in writing by completing the CAF form issued for that purpose.

(C)

Chapter 14: Moves to Intended Place of Residence (IPR)

14.2.02 IPR elections in advance of retirement leave

When making the IPR election in advance of the commencement of retirement leave, the election can be made:

- (a) no earlier than five years prior to the date the member reaches Compulsory Retirement Age;
- (b) at any time during a period of retention that is the result of an Administrative Review Medical Employment Limitation decision when that period of retention will be followed by a release/transfer; or
- (c) in any other case, no earlier than two years before a known release date.

(T)

14.2.03 Establishment of "known release date"

For the purposes of subparagraph (c) of CAFRD <u>14.2.02</u>, a formal notification of release is required to establish a known release date, and may be either:

- (a) a release/transfer notification provided by the release authority; or
- (b) an acknowledgement provided by the release authority that the member's application for release/transfer indicating a specific date has been received.

(C)

14.2.04 IPR amendments

- (1) A member may amend their IPR at any time:
 - (a) before any expenses related to the member's relocation to the IPR are reimbursed to, or paid on behalf of, the member; and
 - (b) after any expenses related to the member's relocation to the IPR have been paid or reimbursed, if the member's HG&E has not been moved at public expense out of the current residence (see also paragraph (3)).
- (2) A member may not amend their IPR if the HG&E has been moved at public expense out of the current residence.
- (3) When a member amends the IPR in accordance with subparagraph (1)(b) and the new IPR results in the member having to incur new expenses that were previously paid or reimbursed in relation to the original IPR, then the amount reimbursed for the new expenses shall be reduced by the amount previously paid or reimbursed.

14.2.05 IPR move time limits

Initial Time Limit

(1) Unless otherwise provided in this Chapter, only expenses related to the relocation to the IPR that are incurred within two years after the date of release or transfer are eligible for reimbursement. This initial time limit shall be extended when CAFRD subsections <u>14.2.06</u> and <u>14.2.07</u> apply.

Time Limit Extension

- (2) The DCBA may grant an extension to the time limit at paragraph (1) for a period of up to one additional year if he or she determines that any of the following circumstances prevent the member from moving to the IPR within that time limit:
 - (a) an illness of or injury to the member or the member's dependant;
 - (b) the vocational rehabilitation or vocational training undertaken by the member;
 - (c) the completion of an educational program by the member or the member's dependant; or
 - (d) any other justifiable and reasonable circumstance that delays the move to the IPR.
- (3) An extension granted under paragraph (2) begins on the day after the day on which the time limit at paragraph (1) ends.

<u>Time Limit – Second Extension – Compelling Reasons</u>

- (4) The Chief of Military Personnel *personally* may grant a further extension to the cumulative time limit at paragraphs (1) and (2) for a period of up to three years if he or she determines that there are particularly compelling reasons that prevent the member from moving to the IPR and that relate to:
 - (a) an illness of or injury to the member or the member's dependant and confirmed in writing by a medical doctor; or
 - (b) an unusual, undeserved or disproportionate hardship for the member that is beyond the member's control.
- (5) An extension under paragraph (4) shall be granted only if the member submits his or her request for an extension through DCBA to the Chief of Military Personnel before the end of the extension granted under paragraph (2).

(see also QR&O 209.25 (Time Limit))

(T)

14.2.06
Extension of time limit on re-enrolment or transfer to the Regular Force

A member who released or transferred from the Regular Force, did not exercise IPR benefits, whose entitlement did not expire, and subsequently reenrols in or transfers to the Regular Force shall have the time limit of their benefits extended by the corresponding number of days served in their new period of Regular Force service.

14.2.07 Extension of time limit on full-time service in the Reserve Force

A member who released or transferred from the Regular Force, did not exercise IPR benefits, whose entitlement did not expire, and who serves on one or more periods of Class "B" or "C" Reserve service shall have the time limit of their benefits extended by the corresponding number of days served on that Reserve Service.

(T)

14.2.08 Reimbursement of expenses incurred prior to eligibility

- (1) A member is entitled to be reimbursed relocation expenses that were incurred prior to meeting the eligibility criteria when:
 - (a) the criteria at CAFRD 14.1.01 are met; and
 - (b) the member elects an IPR in accordance with CAFRD <u>14.2.02</u> and Section 14.3.
- (2) A member is entitled to claim only those expenses dated no more than six years prior to the date they are claimed.
- (3) Regardless of the relocation directive in effect on the date of the expense, reimbursement under this subsection will be in accordance with this directive.

(T)

14.2.09 Cancellation of a medical release

- (1) When a member's release under item 3 (*Medical*) is cancelled by the applicable release authority and the member has already incurred expenses for a move under this chapter, the member must elect to either:
 - (a) cancel the move to the IPR; or
 - (b) if approved by the CO and if eligible, continue with the early move to the IPR under Section 14.3 as though the release was not cancelled.
- (2) Where an election is made under subparagraph (1)(a) or the CO does not approve the early move under <u>Section 14.3</u>, the member is entitled under <u>Section 2.4</u> (*Posting cancellation*) as though the release cancellation is a posting cancellation.

(T)

Section 14.3 Early Move to IPR

14.3.01 General

- (1) An "early move to IPR" is a move that takes place before the member commences their retirement leave.
- (2) A member requesting an early move to an IPR shall do so in writing by completing the CAF form provided for that purpose. The approval of the member's CO is required for an early IPR relocation.

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(3) For the purposes of paragraph (2), CO approval is not required in respect of a claim being made under CAFRD 14.2.08 (Reimbursement of expenses incurred prior to eligibility).

(C)

14.3.02 Eligibility for early move to IPR

- (1) Subject to paragraph (2), to be eligible for an early move to an IPR a member must at the time of making the IPR election under CAFRD 14.2.02 (IPR elections in advance of retirements leave):
 - (a) meet the eligibility criteria at CAFRD 14.1.01; or
 - (b) have completed 20 years of continuous Regular Force service.
- (2) Where a member who at the effective date of release does not meet the eligibility criteria for a move to an IPR, any relocation benefits received by or paid on behalf of the member in excess of any other entitlement not contained in this directive are subject to recovery in accordance with QR&O 203.04 (Overpayments).

(T)

14.3.03 Posting after an early move to an IPR

- (1) A member is entitled to be reimbursed all associated relocation benefits on a subsequent posting, when the member has completed an early move to an IPR and is subsequently posted to a new place of duty as a result of:
 - (a) the member's acceptance of further terms of service;
 - (b) the member's election of Compulsory Retirement Age 60; or
 - (c) the granting of an extension of service beyond Compulsory Retirement Age 55 or 60, as the case may be.
- (2) Once the member has completed the further service at paragraph (1), the member is entitled to:
 - (a) a final relocation back to their previously elected IPR; or
 - (b) a move to any location subject to <u>Section 14.5</u> provided that the cost does not exceed the move back to the previously elected IPR.
- (3) There is no entitlement to the early relocation of (D)HG&E to the previously elected IPR.

(T)

14.3.04 Limitations – future IPR relocation benefits

When an early IPR relocation is exercised, a member is not entitled to further IPR relocation benefits during their current terms of service, even if future postings occur.

Section 14.4 (D)HG&E

14.4.01 Move of Dependants and HG&E

- (1) This subsection must be read in conjunction with CAFRD <u>14.4.03</u> (*Move of HG&E to an IPR outside of Canada*).
- (2) A move of (D)HG&E to an IPR may be from the member's residence at one of the following locations:
 - (a) if (D)HG&E has been moved at public expense (including a subsequent move for Reserve Service), then from,
 - (i) the location to which the members (D)HG&E was last moved at public expense, or
 - (ii) their last place of duty in the Regular Force;
 - (b) if the member had (D)HG&E on enrolment that has not been moved at public expense, then from the place of enrolment;
 - (c) if the member has acquired (D)HG&E since enrolment that has not been moved at public expense, then from the members current or a previous place of duty at which their (D)HG&E was acquired and is located; or
 - (d) in any other case, from their last place of duty in the Regular Force.
- (3) Additionally, HG&E and PMVs that have been stored at public expense may be moved from the storage location to the member's IPR, within the limitations of this chapter.

(T)

14.4.02 Move of HG&E – options

- (1) This subsection must be read in conjunction with CAFRD <u>14.4.03</u> (*Move of HG&E to an IPR outside of Canada*).
- (2) For a move to an IPR, HG&E that is not in LTS at public expense is normally moved from the current residence to the new residence in accordance with CAFRD 14.4.01 and Chapter 9. As an alternative to a move between residences, a member may elect to exercise the option to move HG&E:
 - (a) from the current residence to a storage facility at the IPR; or
 - (b) from a storage facility at the move origin to the new residence at the IPR.
- (3) All costs and administration relating to the storage of HG&E under subparagraphs (2)(a) and (2)(b) are the responsibility of the member. For greater certainty, CAF will not arrange, enter into, or pay for the storage contract on behalf of the member.
- (4) The member is responsible, in respect of the option at:
 - (a) subparagraph (2)(a) at the IPR, for the subsequent move of HG&E from the storage facility to the new residence; or

- (b) subparagraph (2)(b) at the move origin, for the initial move of HG&E from the current residence to a storage facility.
- (5) The entitlement described at subparagraphs (2)(a) and (2)(b) to move HG&E to or from a storage facility is contingent upon the following:
 - (a) the circumstances and conditions of the storage facility, with particular regard to their effect on the ability of the HG&E RSC movers to safely access and handle the member's HG&E;
 - (b) the capacity and availability of the storage facility, such that the HG&E RSC movers have immediate access to the facility; and
 - (c) any applicable cost limitations imposed for a move under this chapter.
- (6) In accordance with CAFRD <u>4.03</u> (*Eligibility*), a member who elects to exercise the option at subparagraph (2)(a) and is not conducting a HHT is authorized to conduct a DIT to the IPR for the purpose of securing a contract for the storage of HG&E, or for supervising the delivery of the HG&E to the storage facility, but not both.

(T)

14.4.03 Move of HG&E to an IPR outside of Canada

For a move to an IPR outside of Canada, HG&E will not be moved under the HG&E RSC. The member is responsible to arrange the move of HG&E, including the move of HG&E out of LTS, and is entitled to be reimbursed eligible expenses within the limitations of CAFRD 14.5.12 or CAFRD 14.5.13 as applicable.

(T)

Section 14.5 Benefits

14.5.01 Limitation of benefits

The entitlements for a move to an IPR are generally the same as those contained in Parts 1 and 2, except for the following:

- (a) HHT/DIT;
- (b) REI;
- (c) HEA;
- (d) Benefit funding;
- (e) Additional entitlements for unaccompanied members;
- (f) Local moves to an IPR; and
- (g) Moves to an IPR outside of Canada.

14.5.02 HHT/DIT

- (1) Except for a local move to an IPR in accordance with CAFRD <u>14.5.09</u>, a member is entitled to be reimbursed HHT/DIT expenses in accordance with <u>Chapter 4</u>.
- (2) A member who proceeds on a HHT/DIT to an IPR is disentitled to reimbursement for HHT/DIT expenses if the member subsequently does not relocate to that IPR. All HHT/DIT benefits received by or paid on behalf of the member are subject to recovery in accordance with QR&O 203.04 (Overpayments), unless the member:
 - (a) demonstrates to DCBA that the member had a reasonable intent to relocate to that IPR; or
 - (b) amends the IPR and subsequently moves to the new IPR (see also CAFRD 14.2.04 (IPR amendments)).

(T)

14.5.03 HHT/DIT – Administration

- (1) When the HHT/DIT is taken before retirement leave starts, or during a period of Class "B" or "C" Reserve service, the member must:
 - (a) have local authority approval for travel in accordance with CAFRD 4.1.02 (*Approval to Travel*); and
 - (b) use paid leave for any HHT days beyond the Standard HHT when required in accordance with the provisions of Chapter 4.
- (2) When the HHT/DIT is taken during retirement leave, the member remains on that retirement leave for those HHT or DIT days and local authority approval is not required for travel. For greater certainty, the member is not returned to duty for any of those HHT or DIT days.
- (3) In any other case, local authority approval is not required for travel by the former member.

(C)

14.5.04 Real Estate Incentive (REI)

A member moving under this chapter is not entitled to receive the REI at CAFRD <u>8.2.03</u>.

(T)

14.5.05 Home Equity Assistance (HEA)

HEA (CAFRD 8.2.13) is not payable in respect of a local move to an IPR.

14.5.06 Benefit funding —
Entitled to a move to place of enrolment

For a member entitled under CAFRD <u>14.1.01</u> (*Eligibility criteria table*) to move to a place of enrolment, expenses that would otherwise be reimbursable from the **Core Account** are reimbursed from the **Custom Account** in respect of CAFRD:

- (a) Chapter 4, except when returning from a location outside of Canada;
- (b) $\underline{3.4.04}$ (*Professional cleaning*);
- (c) 7.03 (Rent or lease liability);
- (d) 7.04 (Rent in advance of a move);
- (e) 7.05 (Rental finding fees);
- (f) 8.1.09 (Attending fees and power of attorney);
- (g) 8.2.06 (Home inspections);
- (h) 8.2.07 (Temporary Dual Residence Assistance (TDRA));
- (i) 8.2.08 (Return trip to finalize sale);
- (j) 8.2.09 (Real estate commission);
- (k) <u>8.2.10</u> (*Private Sales*);
- (l) <u>8.2.11</u> (*Legal fees and disbursements*);
- (m)8.2.12 (Mortgage early repayment penalties (MERP));
- (n) <u>8.2.13</u> (*Home Equity Assistance (HEA)*);
- (o) 8.3.05 (Interest on a short term loan);
- (p) 8.3.06 (Home inspections);
- (q) 8.3.07 (Bridge financing and lines of credit);
- (r) 8.3.09 (Legal fees and disbursements);
- (s) <u>8.3.10</u> (*Mortgage Default Insurance (MDI)*);
- (t) <u>8.3.11</u> (*Reverse TDRA (RTDRA*));
- (u) <u>8.3.12</u> (*Mortgage interest differential*); and
- (v) Section 9.4 Sundry relocation expenses (all).

(T)

14.5.07 Benefit funding — Entitled to a move to any location

For a member entitled under CAFRD <u>14.1.01</u> (*Eligibility criteria table*) to move to any location, expenses that would otherwise be reimbursable from the **Core Account** are reimbursed from the **Custom Account** in respect of CAFRD:

- (a) <u>8.1.09</u> (Attending fees and power of attorney);
- (b) 8.2.07 (Temporary Dual Residence Assistance (TDRA)); and
- (c) **8.3.11** (*Reverse TDRA* (*RTDRA*)).

14.5.08 Additional entitlements for unaccompanied members A member is entitled to the benefits contained at CAFRD <u>11.2.12</u> (*Returning to previous place of duty for release purposes*) in order to return to the location of their (D)HG&E, if the member is:

- (a) on a posting that currently prohibits the move of (D)HG&E; or
- (b) on an unaccompanied status.

(T)

14.5.09 Local move to IPR – entitlement & amount

- (1) Generally, there is no entitlement to be paid relocation expenses incurred in respect of a local move to an IPR.
- (2) There are four exception types as described in the following paragraphs.
- (3) One of the four exceptions has a maximum reimbursable amount. A member who qualifies for more than one exception is entitled to the greater of the amounts ("the best move").

Exception Type #1:

- (4) A member is entitled to be reimbursed relocation expenses incurred in respect of a local move to an IPR if the member is:
 - (a) a former Regular Force member whose release/transfer date from the Regular Force is prior to 16 September 2014, regardless of the date their move commences; or
 - (b) a serving Regular Force member who commenced their move to a local IPR prior to 16 September 2014.

Exception Type #2:

- (5) A member is entitled to be reimbursed relocation expenses incurred in respect of a local move to an IPR if the member is required because of their release/transfer from the Regular Force to relocate from an official quarter, single quarters, family housing or any other accommodation under the administration of the Minister of National Defence or another Minister of the Crown.
- (6) The total amount or reimbursement under paragraph (5) is limited to \$10,000 for all expenses and taxes.

Exception Type #3:

(7) A member is entitled to be reimbursed relocation expenses incurred in respect of a local move to an IPR if the member is released or transferred from the Regular Force under Item 3 (*Medical*).

Exception Type #4:

(8) A member is entitled to be reimbursed relocation expenses incurred in respect of a local move to an IPR if the Chief of Military Personnel *personally* approves the reimbursement because he or she determines that a

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local move is warranted because there are compassionate reasons that are particularly compelling and that involve:

- (a) an illness of or injury to the member or their dependant; or
- (b) an unusual, undeserved or disproportionate hardship for the member that is beyond the member's control.

(see also QR&O 209.24 (Local Move))

(T)

14.5.10 Meaning of move commenced

For the purposes of Exception Type #1 at CAFRD <u>14.5.09</u>, a move is deemed to have commenced if an expense has been incurred, or a contractual commitment has been made, with respect to any relocation activity for which a benefit is payable to members who are transferred from the Regular Force to the Reserve Force under <u>QR&O 10.04</u> (*Voluntary Transfer to Reserve Force*). See also <u>QR&O 209.20(3)</u>.

(T)

14.5.11 Local Move to IPR – CDS Note

Regarding Exception Type #3 at CAFRD 14.5.09, a member who is receiving a benefit under CBI 211.015 (Home Modifications Move Benefit) prior to their release (not transfer) date is not entitled to any benefit under the CAFRD before the release date. Once the member is released from the CAF (i.e. not a member of the Regular Force, Primary Reserve, Cadet Organizations Administration and Training Service, Canadian Rangers, or Supplementary Reserve), the former member is no longer entitled to reimbursement under CBI 211 and is dealt with as an eligible person under the CAFRD for any subsequent eligible relocation benefits not reimbursed under CBI 211.015.

14.5.12 Move outside Canada when serving in Canada

- (1) When a member whose last place of duty is in Canada is moving to an IPR outside Canada, relocation benefits shall be limited in accordance with paragraph (2) or (3).
- (2) If the member is entitled to a move to a place of enrolment under CAFRD 14.1.01 (*Eligibility criteria table*), the total amount reimbursed shall not exceed the lesser of the cost of moving from the current place of duty to:
 - (a) the place of enrolment; or
 - (b) the IPR.
- (3) If the member is entitled to a move to any location under CAFRD <u>14.1.01</u> (*Eligibility criteria table*), the total amount reimbursed shall not exceed the lesser of the cost of moving from the current place of duty to:
 - (a) the furthest port of embarkation; or
 - (b) the IPR.

(4) A member who elects an IPR outside of Canada is responsible for all immigration, customs requirements and other associated costs for the country to which they are moving. See also CAFRD <u>14.4.03</u> (*Move of HG&E to an IPR outside of Canada*).

(T)

14.5.13 Move outside Canada when serving outside Canada

When a member is released at a location outside of Canada in accordance with paragraph (2) of <u>QR&O 15.04</u> (*Place of Release*) and wishes to move directly to an IPR outside of Canada, the benefits payable will be limited as though it is a move under CAFRD <u>14.5.12</u> from the member's last place of duty in Canada.

(T)

14.5.14 Purchase of replacement residence at an IPR outside Canada

- (1) A member moving to an IPR outside of Canada is entitled to claim expenses in accordance with <u>Chapter 8</u> related to the purchase of a replacement residence outside of Canada.
- (2) The amount reimbursed shall not exceed that which would have been payable had a replacement residence been purchased at the member's last place of duty in Canada.

(T)

Section 14.6 Benefits to Eligible Persons & Specific Members

14.6.01 Application, waiting period and time limits

- (1) This section applies in respect of:
 - (a) an eligible person (see definition in <u>Section 1.4</u>); and
 - (b) a member who dies, is officially reported missing, is a prisoner of war, is interned or detained by a foreign power, or is declared by a competent medical authority to be mentally incapacitated while serving in
 - (i) the Regular Force,
 - (ii) the Reserve Force on Class "C" Reserve Service, or
 - (iii) the Reserve Force on Class "B" Reserve Service and was moved at public expense for that service.
- (2) A member to whom this section applies is entitled to a move to any location in accordance with this chapter as though they are a member being released with 10 or more years of continuous Regular Force service.
- (3) When a member is officially reported missing, prisoner of war, or interned or detained by a foreign power, a period of three months must elapse

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before the member (i.e. through their lawfully appointed agent) is entitled to relocation benefits.

- (4) There is no three month waiting period in respect of a deceased member or a member who is declared to be mentally incapacitated. The entitlement to relocation benefits is effective on the day after the member dies or is declared mentally incapacitated.
- (5) The time limit referred to in CAFRD <u>14.2.05</u> (*IPR move time limits*) commences on the later of:
 - (a) the day the member or eligible person becomes entitled to relocation benefits; or
 - (b) the effective date of release.

(T)

14.6.02 Administration

- (1) The relocation file is initiated by the member's parent unit, however the contracted relocation service provider administers the file.
- (2) For a member who is missing, a prisoner of war, interned or detained by a foreign power, or mentally incapacitated, benefits are payable on behalf of the member to the member's lawfully appointed agent (e.g. power of attorney).
- (3) For moves from an isolated post or from a post outside Canada, see CAFRD 11.4.03 (*Relocation from an isolated post for release purposes*) or CAFRD 12.8.01 (*Relocation back to Canada for release purposes*), as applicable.

(C)

14.6.03 Members with dependants

- (1) This subsection applies in respect of a member who has dependants.
- (2) A member, or the member's dependant in the case of a deceased member, is entitled to a move to an IPR in accordance with this Chapter.

(T)

14.6.04 Members without dependants

- (1) This subsection applies in respect of a member who has no dependants.
- (2) The Executor (in the case of a deceased member) or the lawfully appointed agent may select one person to travel to and from the location of the member's HG&E.
- (3) The member or the estate, as the case may be, is entitled to:
 - (a) disposal costs for the member's primary residence in accordance with Chapter 7 or Chapter 8, as applicable;
 - (b) from the **Core Account**, transportation and travelling expenses for the person selected by the Executor or by the lawfully appointed agent to travel to the location of the HG&E, for up to five days and

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- six nights at that location, to make necessary arrangements for the disposal of the member's residence and the move of HG&E;
- (c) from the **Core Account**, transportation and travelling expenses for that person to return to supervise the move (pack, load and clean days only); and
- (d) the shipment of the member's HG&E and PMV(s) to one location, and related expenses under Chapter 9.
- (4) There are no entitlements for acquiring a rented or replacement residence, TNL, or ILM&M at destination.

(T)

breaking overseas operational deployments

14.6.05 Contract If this section becomes applicable while the member is serving on an overseas operational deployment, the reimbursement from the **Core Account** is authorized in respect of actual and reasonable costs for breaking personal contracts associated with that deployment.

(T)

14.6.06 **Deceased former** members with an IPR entitlement

- (1) Unused IPR entitlements are not lost by the death of a former member. They are exercised by the eligible person.
- (2) The applicable time limit to exercise those unused entitlements continues to run; it does not restart. Requests for extensions may be submitted in accordance with CAFRD 14.2.05 (IPR move time limits).

(T)

Section 14.7 Funding formulae

14.7.01 Introduction

For a member who is moved to an IPR, the applicable **Custom Account** formula below replaces the default formula at CAFRD <u>1.2.04</u>.

14.7.02 Move from Canada – place of enrolment The following **Custom Account** funding formula applies to a member who is entitled to a move to a place of enrolment in accordance with CAFRD <u>14.1.01</u> (*Eligibility criteria table*) and who moves to an IPR from a location in Canada:

Custom Account formula		
A	Not applicable	
+ B	35% of the cost of one-way transport for member and dependants from place of duty to place of enrolment	
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from place of duty to place of enrolment	
= D	Total Custom Account funds	
(T)		

14.7.03 Move from Canada – any location

The following **Custom Account** funding formula applies to a member who is entitled to a move to any location in accordance with CAFRD <u>14.1.01</u> (*Eligibility criteria table*) and who moves to an IPR from a location in Canada:

Custom Account formula		
A	Greater of (a) \$1,000; or (b) To a maximum of \$5,250, 35% of the real estate commission based on the sale price of the principal residence if sold prior to an appraisal, or on the initial appraised value.	
+ B	35% of the cost of one-way transport for member and dependants from Halifax to Vancouver	
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from Halifax to Vancouver	
= D	Total Custom Account funds	
(T)		

14.7.04 Direct move to IPR from outside Canada – place of enrolment The following **Custom Account** funding formula applies to a member who is entitled to a move to a place of enrolment in accordance with CAFRD 14.1.01 (*Eligibility criteria table*) and who moves from outside Canada directly to an IPR in Canada:

Custom Account formula		
A	Not applicable	
+ B	35% of the cost of one-way transport for member and dependants from Halifax to Vancouver	
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from Halifax to Vancouver	
= D	Total Custom Account funds	
(T)		

14.7.05 Direct move to IPR from outside Canada – any location The following **Custom Account** funding formula applies to a member who is entitled to a move to any location in accordance with CAFRD <u>14.1.01</u> (*Eligibility criteria table*) and who moves from outside Canada directly to an IPR in Canada:

Custom Account formula		
A	\$1,000	
+ B	35% of the cost of one-way transport for member and dependants from Halifax to Vancouver	
+ C	35% of the average cost of shipping 454 kg (1,000 lbs) of HG&E per qualifying room from Halifax to Vancouver	
= D	Total Custom Account funds	
(T)		

Glossary of Acronyms

ACRD Accommodation and Car Rental Directory

ATV All-Terrain Vehicles
CAF Canadian Armed Forces

CAFRD Canadian Armed Forces Relocation Directive

CBI Compensation and Benefits Instructions for the Canadian Forces

CDS Chief of the Defence Staff

CFIRPD Canadian Forces Integrated Relocation Program Directive

CO Commanding Officer

DCBA Director Compensation and Benefits Administration

(D)HG&E Dependant (if applicable) and Household Goods and Effects

DIT Destination Inspection Trip

DRBM Director Relocation Business Management

HEA Home Equity Assistance
HELOC Home Equity Line of Credit
HG&E Household Goods and Effects

HG&E RSC Household Goods and Effects Removal Services Contract

HHT House Hunting Trip

HVAC Heating, Ventilation and Air Conditioning

ILM&M Interim Lodgings, Meals and Miscellaneous Expenses

IPR Intended Place of Residence

IR Imposed Restriction LTS Long term Storage

MDI Mortgage Default Insurance

MERP Mortgage Early Repayment Penalties

NJC National Joint Council
PMV Private Motor Vehicle
REI Real Estate Incentive
RFD Report for Duty

RRA Reserve Relocation Allowance

RTDRA Reverse Temporary Dual Residence Assistance

RV Recreational Vehicle

SCA Special Commuting Assistance

SIT Storage in Transit
SIV Storage in Van

TDRA Temporary Dual Residence Assistance

TNL Travel to New Location
UAB Unaccompanied Baggage

(C)

END