



INTERPRETATION GUIDE

GENERAL FINANCIAL ASSISTANCE
PROGRAM REGARDING DISASTERS

ASSISTANCE FOR INDIVIDUALS

General Financial Assistance Program regarding disasters

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CHAPTER 1 - GENERAL PROVISIONS

SECTION I PURPOSE

1. This program was established by the government as per section 100 of the *Civil Protection Act* (c. S-2.3).

Interpretation

This program was established as per the provisions of section 100 of the [Civil Protection Act](#), which allows the government to determine the eligibility requirements, scales and terms and conditions of payment of general financial assistance or compensation programs, particularly with regard to real or imminent disasters. The provisions of this program are therefore applied as per the provisions of the *Civil Protection Act*.

Responsibilities of the Ministère de la Sécurité publique

As prescribed in section 111 of the [Civil Protection Act](#), the Ministère de la Sécurité publique (MSP) is responsible for this program's administration. It is also responsible for lending assistance to any person who so requests it in order to better understand the program and as the case may be, file an application.

Use of the financial assistance

In accordance with section 114 of the [Civil Protection Act](#), the financial assistance granted must be solely used for the purposes for which it was extended. Disaster victims or organizations will thus need to provide supporting documents (e.g., invoices) attesting to the works carried out, the amounts incurred, etc.

Inalienable and unseizable nature of the assistance

As per section 116 of the [Civil Protection Act](#), the entitlement to financial assistance or compensation may not be assigned. This right, in other words, may not be assigned to another person or entity.

Example: A disaster victim who filed an application for assistance following a flood that occurred on April 15, 2023 sells his residence on September 1, 2023. Despite the residence having been sold, the disaster victim's entitlement to assistance cannot be transferred to the residence's new owner.

Furthermore, as per section 117 of the [Civil Protection Act](#), the financial assistance or compensation granted to the recipient cannot be seized by a creditor, including a financial institution, Revenu Québec or any other third party.

Financial assistance received without due cause

As stipulated in section 119 of the [Civil Protection Act](#), the recipient of financial assistance or compensation must repay to the Minister any amounts received without due cause, unless these were paid as a result of an administrative error that the recipient could not reasonably have discovered. Such amounts may be recovered within three years of the payment or, in case of bad faith, within three years of the discovery of the fact, but in no case more than 15 years after the payment.

Right to a review

In accordance with section 121 of the [Civil Protection Act](#), a disaster victim or an organization that disagrees with a decision regarding the program may, within two months of the date on which it is notified of the decision, submit a written application for review of

the decision. The application for review may be submitted past this time period if the person or organization proves that acting earlier was impossible. The disaster victim or organization can submit evidence or other information in support of the requested review.

The disaster victim or organization must send its application either by e-mail, to the address revision.retablissement@misp.gouv.qc.ca or by regular mail, to:

Comité consultatif de la révision de l'aide financière
Sous-ministériat de la sécurité civile et de la sécurité incendie
Ministère de la Sécurité publique
2525, boulevard Laurier
Tour des Laurentides, 5^e étage
Québec (Québec) G1V 2L2

SECTION II PURPOSE AND SCOPE

2. The program establishes the eligibility requirements, the scales and the terms and conditions of the support or compensation (hereinafter referred to as “assistance”) granted in conjunction with a real or imminent disaster (hereinafter referred to as “disaster”). For the purpose of the program’s implementation, an imminent disaster is acknowledged as being an imminent threat of flooding, erosion or ground movements (hereinafter referred to as “imminent danger”) affecting a principal residence (hereinafter referred to as a “residence”), a building owned by an enterprise or a municipal building of use to the community or of value to the local economy.

The program applies when implemented by the Minister of Public Security (hereinafter referred to as the “Minister”) and for the disaster, territory and time period determined by the latter.

The Minister is responsible for the program’s implementation and administration.

Interpretation

When a disaster occurs, the Minister of Public Security implements the program by means of a Ministerial Order. This order notably identifies the Québec municipalities involved and the period of time in question. To be eligible for the assistance provided for under the program, the residence or building affected must be physically located (have a civic address) in a [designated municipality](#) (in French only) in the province of Québec.

The assistance provided for under the program includes financial support and compensation:

- **Financial support** consists of a monetary amount granted to compensate for measures taken or damages suffered subsequent to a disaster, and contingent on the submission of supporting documents showing an adequate use of the support received.
- **Compensation** consists of a monetary amount granted to compensate for measures taken or damages suffered. The disaster victim is not required to submit supporting documents showing an adequate use of the compensation amount. The victim must, however, keep all such documentation should verifications be carried out in the event of a subsequent disaster.

The types of disasters covered by the program include:

- flooding caused by torrential rains, ice jams, or rapid snowmelt that results in watercourses overflowing (e.g., river, gulf, ocean);
- earthquakes.

For a disaster to be considered as a flood, a watercourse must overflow to the point where the water reaches the land on which a residence or building sits. If water enters the residence or building due to an infiltration or a sewer backup subsequent to flooding, the disaster will be deemed eligible.

A disaster is not covered by the program (i.e., is not an eligible disaster) if water enters the residence or building due to an infiltration or a sewer backup **in the absence of flooding** (in other words, without a watercourse overflowing to the point where the water reaches the property).

Other types of disasters are also eligible under the program, and this when they constitute an **imminent danger to a principal residence, a building** owned by an enterprise or a municipal building. These include:

- shoreline/bank erosion;
- submersion;
- ground movements/landslides.

An **imminent danger** is a disaster that is likely to occur at any moment and which requires an immediate intervention in order to protect people or property. The disaster in such a case could be submersion/flooding, erosion or ground movements. The property threatened by an imminent danger can include a principal residence, a building owned by an enterprise, a municipal building or a building of use to the community or of value to the local economy, a septic tank, a leach field, a well or other components. An imminent danger is observed and confirmed through a written notice from an expert mandated by the Minister.

The eligibility requirements, scales and terms and conditions of payment of assistance are defined below.

3. The program seeks to financially support disaster victims and the organizations who provide them assistance (hereinafter referred to as “organizations”).

For the purpose of the program’s implementation, a disaster victim is:

1. the owner of a residence or a tenant (hereinafter referred to as “individuals”) as set out in CHAPTER 2. For the purpose of the program’s implementation, an owner is considered to be any person living in a residence owned by his enterprise;
2. an enterprise as set out in CHAPTER 3. An enterprise can notably consist of an owner of a rental building, however, a corporation, a partnership, a non-profit organization of use to the community or the local economy (hereinafter referred to as “non-profit organization”), a self-employed worker, a co-operative, a syndicate of co-owners, a factory or an association responsible for the maintenance of an access road leading to a residence or a building owned by an enterprise (hereinafter referred to as “association responsible for the maintenance of an access road”). The term “enterprise”, however, does not refer to a public or parapublic agency, a government body under paragraph 4 of section 2 of the *Civil Protection Act*, or a bank or authorized financial institution as defined in the *Deposit Insurance Act* (c. I-13.2.2);
3. a municipality as set out in CHAPTER 4. The term municipality includes local authorities, regional authorities, intermunicipal boards and civil protection authorities. For the purpose of establishing the cost of rebuilding, however, only local and regional authorities are considered to be a municipality.

Interpretation

The various groups eligible to the program are individuals, enterprises, municipalities and organizations that provide assistance to disaster victims.

For the purpose of the program's implementation :

- an **individual** refers to a physical person who owns or rents a principal residence and who lives in this residence;

When a building belongs to an enterprise such as a corporation or partnership and is the principal residence of one of their shareholders or partners, the assistance can be granted to the individual who lives in the residence, regardless of the percentage of the enterprise's shares he owns.

- an **enterprise** refers to the owner of a rental building, a corporation, a partnership, a community-based organization or a non-profit organization, a self-employed worker, a co-operative, a syndicate of co-owners, a factory and an association responsible for the maintenance of an access road leading to a principal residence or a building owned by an enterprise. Other types of enterprises could also be concerned;
- a **municipality** refers to a local or regional authority, an intermunicipal board and a civil protection authority (e.g., fire department). For the purpose of establishing the cost of rebuilding, however, only local and regional authorities are considered to be a municipality;
- an **organization** that provides assistance to disaster victims refers to a community-based organization and a non-profit organization (e.g., the Canadian Red Cross, the Knights of Columbus, Moisson Québec, SOPFEU, the Salvation Army, etc.). Each of these organizations must be registered with the [Registre des entreprises du Québec \(REQ\)](#) or as per the [Canada Not-for-profit Corporations Act](#).

4. Assistance is granted with regard to the measures, expenses, expenditures, damages and works expressly provided for in the program.

Without limiting the scope of the preceding, [APPENDIX A](#) provides for certain specific exclusions.

Interpretation

The assistance that can be provided to a disaster victim or an organization with regard to the various eligible measures, expenses, expenditures, damages and works is explained in greater detail in the various chapters of the program, and this according to group type.

- Chapter 2: Assistance for individuals
- Chapter 3: Assistance for enterprises
- Chapter 4: Support for municipalities
- Chapter 5: Support for organizations that provide assistance to disaster victims

Note that the exclusions noted in APPENDIX A are not exhaustive.

SECTION III OBJECTIVES

5. The program aims to mitigate the impacts of a disaster by providing financial assistance to help disaster victims recover.

More specifically, it seeks to:

1. allow disaster victims to quickly recover from the events and resume a normal life, by notably providing compensation;
2. ensure the safety of people and property, as well as the restoration of critical zones or facilities, by supporting interventions to this end;
3. reduce or eliminate possible damages in the event of a future disaster.

Interpretation

The Minister of Public Security is responsible for civil protection. During various disasters, Ministère de la Sécurité publique personnel is quickly mobilized to help and support disaster victims and the organizations that provide assistance to the latter.

This program was notably implemented to provide financial support to persons touched by a disaster (such as ground movement/landslide, flooding, earthquake, etc.) and help them recover as quickly as possible.

It also strives to ensure the security of persons and property while also supporting interventions for the restoration of critical zones or facilities. One example of the latter would be providing assistance to municipalities having to repair a water treatment plant subsequent to a disaster.

Following a disaster, the program also seeks to eliminate or limit damages that could possibly occur in the event of a future disaster, and this by providing financial support for the implementation of mitigation measures.

Lastly, the program offers financial support to disaster victims while simultaneously making them as accountable as possible for the process involved when applying for assistance. This is carried out by the Minister as per the deadlines provided for in its declaration of services to citizens, the [Déclaration de services aux citoyennes et citoyens](#) (in French only).

SECTION IV LAST RESORT ASSISTANCE AND REIMBURSEMENT

6. The program also includes last resort assistance, except with regard to excess temporary accommodation and food expenses, which are considered primary assistance. Because the cumulation of assistance is not permitted, the program does not look to support a disaster victim or organization that is receiving or could possibly receive compensation from a source other than the program for the same measures, expenses, expenditures, damages or works, unless the matter concerns:

- 1° a charitable donation subsequent to a public fundraiser;
- 2° an indemnity received or which could be received from an insurance company in conjunction with a flood. In such a case, the indemnity and deductible are first allocated to measures, expenses, expenditures, damages and works that are not eligible under the program. The remaining balance, as the case may be, is then deducted from the assistance granted to avoid a double indemnity.

Interpretation

If an individual is forced to leave his residence due to a disaster, **primary** assistance can be granted to pay excess temporary accommodation and food expenses. The amounts received from other sources will not impact the indemnity an individual can receive for these specific expenses.

The program also includes possible **last resort** assistance for disaster victims or organizations. As such, it does not look to financially support disaster victims or organizations that might have received or which could receive amounts from other sources (e.g., municipal or government agencies) to address the same needs. Amounts received from a charitable organization are not taken into consideration. In fact, the amounts gathered by means of a public fundraiser have no impact on the assistance that can potentially be granted to a disaster victim or an organization.

If a disaster victim receives or can receive an indemnity from his insurance company **in conjunction with a flood**, the Minister first takes into account that the indemnity and deductible are associated with items that are not eligible under the program, to notably maximize the assistance granted to the disaster victim. The disaster victim must submit a list of all property damaged as a result of the disaster in order for the Minister to perform calculations in this regard.

To avoid the double payment of an indemnity, the amount received from the insurance company will be deducted from the assistance granted through the program. For the purpose of the program’s implementation, the indemnity received from the insurance company is considered to be the indemnity received by the disaster victim and the deductible the latter must pay as per the policy held.

This being said, the indemnity paid by an insurer is not deducted from the assistance that can be granted for the excess cost of temporary accommodation and food expenses, which constitute primary assistance. The same is true for the assistance granted for temporary preventive measures.

Example 1: A disaster victim has received an indemnity of \$10,000 from his insurance company and must pay a deductible of \$1,000. The damages to property not eligible under the program are valued at \$11,000.

Indemnity received from the insurance company	\$10,000
Insurance company deductible	+ \$1,000
Damages to property not eligible under the program	- \$11,000
Amount taken into account in determining the assistance	\$0

Because the indemnity received from the insurance company was fully applied to property not eligible under the program, it has no influence on the calculations regarding the assistance that can be granted. Hence, the disaster victim could receive assistance for emergency works or any other assistance provided for under the program.

Example 2: A disaster victim has received an indemnity of \$10,000 from his insurance company and must pay a deductible of \$1,000. The damages to property not eligible under the program are valued at \$5,000.

Indemnity received from the insurance company	\$10,000
Insurance company deductible	+ \$1,000

Damages to property not eligible under the program	- \$5,000
Amount taken into account in determining the assistance	\$6,000

The disaster victim will thus need to claim damages eligible under the program for a value of \$6,000 or more before being able to benefit from any assistance.

If an insurance company pays out an indemnity that is less than that provided in the endorsement to the policy, the program will not compensate for the resulting difference. The disaster victim is responsible for communicating with his insurance company to ensure that his case has been handled as per the policy he holds.

Example 3: An organization that provides support to disaster victims is claiming \$10,000 for measures taken during the disaster, \$2,000 of these related to meals for its volunteers. It has received financial support, in the amount of \$1,500, for the expenses associated with these meals from the federal government.

Amount claimed for the expenses incurred	\$10,000
Measure for which assistance is received from another source (\$1,500 from the federal government)	- \$2,000
Financial support that can be granted	\$8,000

Because the organization has received \$1,500 in assistance from another source for a specific expenditure category, namely meals, its total expenses for this category (\$2,000) are fully ineligible for assistance under the program.

7. The disaster victim or organization must reimburse the Minister for any last resort assistance paid out for measures, expenses, expenditures and works that were or could have been subject to assistance from a source other than the program, unless it is a charitable donation subsequent to a public fundraiser or an indemnity received or which could be received from an insurance company in conjunction with a flood. In the latter case, the disaster victim or organization must reimburse the amount of assistance received under the program if the case constitutes a double indemnity vis-à-vis the indemnity received from the insurance company (including the deductible).

Interpretation

If a disaster victim or an organization receives amounts from another source (e.g., a municipal or government agency, a class action suit) after having received assistance under the program for the same elements, the amount of the latter assistance will need to be reimbursed to the Minister, unless a charitable donation is involved.

If a disaster victim who has received assistance under the program is eligible to an indemnity from his insurance company subsequent to a flood, he must reimburse the Minister the amount of the indemnity received from his insurance company and the deductible only if the two indemnities were paid out for the same elements.

Example 1: The disaster victim received a payment of \$12,000 under the program, which is the total amount of assistance to which he was eligible. He subsequently received an indemnity of \$10,000 from his insurance company and had to pay a deductible of \$1,000. The damages to property not eligible under the program are valued at \$5,000.

Indemnity received from the insurance company	\$10,000
Insurance company deductible	+ \$1,000
Damages to property not eligible under the program	- \$5,000
Assistance to be reimbursed to the Minister	\$6,000

This a case of **double indemnity** and seeing as the disaster victim received all of the assistance to which he was eligible under the program (\$12,000) before learning the amount of the indemnity he would receive from his insurance company, he will need to reimburse \$6,000 to the Minister.

SECTION V APPLICATION FOR ASSISTANCE AND TIMEFRAMES

8. To obtain assistance, the disaster victim or organization must submit an application using the form to that end. One application must be submitted per residence, enterprise, municipality or organization. The application must be submitted during the three-month period after the date on which program eligibility kicks in, unless there are special circumstances.

Interpretation

To benefit from the planned assistance under a program, a disaster victim or organization that provides assistance to disaster victims must, as per section 110 of the [Civil Protection Act](#):

- fill out one application per principal residence, enterprise, municipality or organization, using the forms for this purpose found on the Web site [Québec.ca/aide-sinistre](#);
- provide all information or documents needed to examine the application (notice of assessment, proof of residency, municipal assessment, etc.);
- allow, if applicable and as quickly as possible, an examination of the site or the property concerned in order to assess the damages;
- notify the Minister of all changes to the situation which could possibly have an impact on eligibility (e.g., bankruptcy) or the amount of assistance or the indemnity that might be granted.

The application must be sent during the **three-month period following the order from the Ministère de la Sécurité publique** or that regarding the extension of the territory covered. The deadline for submitting an application for a specific disaster, if your municipality is within the territory covered, is published on the Web site [Québec.ca/sinistres-admissibles](#) (in French only).

According to section 112 of the [Civil Protection Act](#), the entitlement to financial assistance or compensation under this program comes to an end one year after the date of signing of the Minister’s order or the date on which the territory covered was extended or after the damages first appeared. No application received past this time period will be eligible to the program.

A disaster victim or organization unable to transmit an application within this 3-month timeframe must, within this same period, send a preliminary notice to the Minister

specifying the nature of the planned application. If this is not done, an application submitted past this deadline will be rejected, unless it can be demonstrated that the disaster victim or organization was unable to do so at an earlier moment.

What's more, if a disaster victim is unable to ascertain the scope of the damages at the time of the disaster, possibly due to their late or gradual appearance, the 3-month timeframe for submitting an application will begin as of the **first manifestation of said damages**. However, if damages were to appear 5 years after the date of the Minister's order or the extension of the territory covered, any application submitted in this regard would be refused.

9. The disaster victim or organization must avail itself of the assistance (i.e., use it) and submit supporting documents within the timeframe stipulated by the Minister.

Interpretation

A disaster victim must complete all works requiring quotes, invoices or other supporting documents within 18 months of the Minister's notice identifying the damages deemed eligible. This deadline may be pushed back if the disaster victim can show his inability to comply within the time period initially established. In such a case, the grounds for this inability to act earlier must be explained to the Minister in writing.

In the case of imminent flooding, erosion or ground movement, the 18-month time limit for carrying out the works begins on the date the disaster victim indicated his preferred choice between repairing the building, receiving a departure allowance, relocating the building or stabilizing the land.

An organization that provides assistance to disaster victims and municipalities must also make use of the assistance and provide supporting documents (e.g., invoices or proof of wages paid) illustrating that the interventions were carried out during the 18-month period following the confirmation of an active case.

Keeping copies of all invoices related to a disaster is critical, as these may be required at a future time.

SECTION VI BANKRUPTCY

10. No assistance is granted to an individual, enterprise or organization who has declared bankruptcy or assigned its property.

The first paragraph does not apply to individuals as regards temporary preventive measures (section 23), the excess cost of temporary accommodation and food expenses (section 24), movable property (section 25) and emergency works (section 28 or 29), nor to owners as regards their residence (section 31) and its access road (section 32) when the trustee renounces to all rights, titles and interests it holds in the residence, as per section 20 of the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

The first paragraph is also not applicable in the case of self-employed workers as regards work instruments.

Interpretation

A **bankruptcy** is a legal procedure controlled by the *Bankruptcy and Insolvency Act* which an individual, an enterprise or an organization that is unable to repay its debts can benefit

from. The assets subject to seizure are handed over to a trustee in bankruptcy that sells them or otherwise makes use of them to pay the amounts owed to creditors.

The disaster victim or organization must, in its application for assistance, disclose the fact that it has filed for bankruptcy or handed over its property, if such is the case. During the process, the Minister must be kept apprised of any changes to the disaster victim's or organization's status in this regard.

If an individual has declared bankruptcy or has handed over his property, the Minister can nonetheless grant the planned indemnities for the excess cost of temporary accommodation and food expenses, damages to movable property, temporary preventive measures and emergency works. It can also provide the owner of a principal residence with assistance regarding damages to the residence in question and the access road, and this if a trustee in bankruptcy renounces to the residence.

When an enterprise or organization is bankrupt or has handed over its property, no assistance can be granted. However, a self-employed worker could receive assistance for his work instruments. In the case of a self-employer hairdresser, for example, this person could obtain assistance for work instruments such as chairs, scissors, dryers, hair products, etc., and this even in the case of a bankruptcy or handing over of property.

Should a disaster victim or organization in such circumstances be released from bankruptcy within 12 months (the time period for submitting an application as per the provisions of section 112 of the *Civil Protection Act*), after the date of the Minister's order or the extension of the territory covered, assistance could be granted for damages to eligible property if the disaster victim or organization is eligible to the program. The disaster victim or organization would then need to submit a new application.

Whenever a disaster victim or organization is concerned by a consumer proposal or proposal in bankruptcy approved by the court, they may be eligible to the program.

SECTION VII FINANCIAL UNCERTAINTY

11. The Minister can cancel, in all or in part, the financial contribution of a disaster victim in a situation of financial uncertainty at the time of a disaster or as a result thereof.

Interpretation

Organizations that provide assistance to disaster victims are not concerned by this section.

A disaster victim can benefit from an abolition or reduction as regards his financial contribution to the program should he find himself in financial difficulty at the time of the disaster or if he should have financial troubles subsequent to the events. For example, when the program provides for financial assistance equal to 90% of the reasonable expenses incurred, the remaining 10% must be assumed by the disaster victim. This 10% is the latter's "financial contribution". This financial contribution, as required by various groups, is explained in greater detail in each program chapter.

Owner and tenant of a residence, self-employed worker, owner of a rental building and partnership

In order to analyze the extent of financial difficulties, a copy of Revenu Québec's notice of assessment for each member of the family (owners of the residence and their spouses who are permanent residents at the address of the disaster) must be provided. Depending

on the disaster victim’s circumstances, information may be required for the following periods:

- year of the disaster;
- year prior to the disaster;
- year after the disaster, unless the disaster occurred prior to June 30.

The total income indicated is then compared to the most recent low income cutoff (LICO) established by [Statistics Canada](#). The population of the municipality in question is also considered.

Total income less than or up to 20% above the low income cutoff	Financial contribution totally abolished
Total income 20% to 60% above the low income cutoff	Financial contribution partially abolished
Total income 60% above the low income cutoff	Financial contribution upheld

Corporation or non-profit organization

In order to carry out an analysis of the degree of financial difficulty, proof (e.g., letters of refusal) of the various steps taken to obtain financing or other forms of assistance and copies of the enterprise’s financial statements must be provided. Information can be provided for the following periods:

- year of the disaster;
- year prior to the disaster;
- year after the disaster, unless the disaster occurred prior to June 30.

Municipality

A municipality must reach out to the Minister for information on the steps to take to determine whether its financial contribution can be partially or totally abolished.

SECTION VIII COMPLIANCE WITH APPLICABLE STANDARDS

12. All actions taken by disaster victims or organizations to introduce a measure or perform works provided for in the program must be carried out in accordance with the laws and regulations in force as well as all other applicable standards.

Interpretation

Permits and licenses

Disaster victims must comply with the laws and regulations in force at all times. For example, they must obtain all of the permits required to carry out works from the municipality and respect all applicable environmental standards.

When works are executed by a contractor, the latter must have a license from the Régie du bâtiment du Québec (RBQ) for all of the types of works necessary. This license must be valid at all times during the process, namely when a quote is submitted, during the performance of the works, etc. This can be verified by telephone or in the [Licence holders’ repertory](#) on the RBQ Web site. One example of this would be electrical works, all of which must be executed by a contractor with the appropriate license.

In addition, when a disaster victim is established in a flood prone area, he must reach out to the municipality for information on the requirements regarding the [Régime transitoire](#)

[de gestion des zones inondables, des rives et du littoral](#) (transitional arrangements concerning the management of flood zones, banks and shorelines, in French only).

SECTION IX ESTABLISHING THE AMOUNT OF ASSISTANCE

13. The amount of assistance to which a disaster victim is entitled is established by taking into consideration a number of factors, among them:

- 1° current market prices;
- 2° the lesser cost of:
 - a) renting or purchasing goods or equipment;
 - b) repairing or replacing goods, components, equipment or inventory by equivalent or standard goods, components, equipment or inventory;
- 3° the number of hours generally required to perform the works in question;
- 4° the average labour costs, depending on activity sector;
- 5° the goods, components, equipment, inventory, works, measures, expenses, expenditures and labour considered eligible by the Minister;
- 6° taxes;
- 7° the impossibility of repairing/rebuilding a residence or building. This is the case when a municipality refuses to give an owner or enterprise the necessary permits to repair or rebuild a residence or building, and this given the extent of the damages to the latter. The Minister, however, does not take into account the costs association with flood-proofing or improvements if these are included in the municipality's evaluation of damages leading to a decision of "impossibility";
- 8° the need to flood-proof a residence or building. An owner or enterprise must proceed with flood-proofing when this measure is required by the municipality due to various situations (such as water having reached the ground level, need to repair or replace foundations or concrete slabs, and stabilization works having become necessary due to the residence or building having shifted from its original site);
- 9° the cost of rebuilding a residence or building as established by the municipality (hereinafter referred to as "new cost"). For the purpose of the program's implementation, the new cost is the cost in force on July 1 of the year prior to the disaster. In the event of an imminent danger that is not preceded by a prior disaster, the new cost is established on the date at which an expert mandated by the Minister identified the imminent danger. In the case of a building owned by an enterprise or a residence where an enterprise carries out its activities, the new cost can be adjusted should the enterprise or owner be able to show that an element of eligible property that is an integral part of the building or residence as per the criteria in section 901 of the Civil Code of Québec, was not taken into consideration when determining the new cost;
- 10° the need to properly manage public funds.

When a residence or building is damaged, the amount of assistance is established on the basis of the information included in the damage assessment prepared by the Minister (hereinafter referred to as "damage report").

The same criteria are used to evaluate the reasonable expenses incurred (hereinafter referred to as "disbursements") by the disaster victim. To this end, the Minister can notably ask for one or more quotes, and this as per the conditions it establishes.

Interpretation

When a principal residence or building is damaged, the Minister mandates an expert to prepare a damage report. Indemnities or rates for each component of the building provided for in the report are those determined by the Minister. The amounts in question

take into consideration the cost of standard materials, costs of the required manpower, general expenses and taxes.

The program normally provides assistance for the lesser cost of renting or purchasing goods or equipment. For example, if a disaster victim purchases equipment for an amount of \$5,000 when he could have rented the same equipment for \$2,500, he will only be eligible for an assistance of \$2,500 and will be responsible for paying the remaining amount. The same principle applies to repairing or replacing goods, components, equipment or inventory by equivalent or standard goods, components, equipment or inventory.

To obtain financial support, a disaster victim must submit **at least** two quotes for the purpose of determining the amount to which he may be eligible. The authorized eligible amounts include the costs of labour and materials, as well as taxes and any administrative expenses.

The new cost of a residence or building is established by the municipality in accordance with the property assessment guidelines provided in part [3E of the Manuel d'évaluation foncière du Québec](#) (in French only).

14. When the program does not provide the amount of the indemnity that could be granted, this information is published on the Ministère de la Sécurité publique's Web site.

Interpretation

Indemnity amounts are indicated on the Web site Quebec.ca/aide-sinistre.

- [Owners and tenants of a principal residence](#)
- Enterprises

SECTION X CONDITIONS OF THE PAYMENT OF ASSISTANCE AMOUNTS

15. Assistance is paid out to disaster victims or organizations according to the following conditions:

- 1° Following an analysis of the submitted documents, an advance of up to 90% of the estimated assistance amount may be granted.
- 2° When damaged property is repaired or replaced, when necessary works are performed to a degree in excess of that corresponding to the advance paid, and once the supporting documents provided have been accepted, a partial or final payment can be paid.

If applicable, assistance can be provided in conjunction with a financial institution, contractor or supplier.

Interpretation

Advance

Following an examination of the claim form and various documents required to determine eligibility, **an assistance amount is estimated** based on the information therein. An advance of up to 90% of this estimate can then be paid out. Any such advance will be deducted from the total assistance that can be granted thereafter.

Partial or final payments

A partial or final payment can be paid out following an analysis of supporting documents illustrating that the value of the works carried out or the expenses incurred is greater than the total amount of all advances paid. In addition and if relevant, a partial or final payment may be made upon receipt of the damage report.

Joint payments

Assistance can be jointly paid out, on request. Assistance can thus be paid out to a financial institution, a contractor or a supplier as well as being in the disaster victim's name. For example, if there is a payable mortgage balance on a principal residence slated for demolition, the assistance payment can be made out to both the financial institution holding the mortgage and the disaster victim.

16. When an indemnity has initially been granted for measures, expenses, expenditures, damages or works that are then subject to assistance, the amount of the indemnity paid previously is deducted from the assistance that can be provided.

Interpretation

When financial support can be granted after an indemnity has already been paid for the same measures, expenses, expenditures, damages or works, this indemnity is deducted from the total amount of assistance that can be granted.

Example: An individual has received an indemnity of \$600 to repair fissures in a foundation. However, he submits quotes illustrating that the actual cost of repairing the fissures is \$1,500.

Financial support to which the disaster victim is entitled (\$1,500 x 90%)	\$1,350
Indemnity received for repairing fissures	- \$600
Balance payable to the disaster victim (\$1,350 - \$600)	\$750

The total financial assistance to which the individual is entitled is \$1,350 (\$1,500 x 90%) minus the indemnity of \$600 paid previously, for a balance payable to the disaster victim of \$750.

CHAPTER 2 ASSISTANCE FOR INDIVIDUALS

It is recommended that individuals read the interpretation instructions in Chapter 1 regarding general provisions, as these complement the present chapter.

SECTION I SCOPE AND ELIGIBILITY

17. This chapter applies to individuals:

- 3° who have taken temporary preventive measures;
- 4° whose property was damaged; or
- 5° whose residence is threatened by an imminent danger.

For the purpose of this chapter's application, the term "residence" is deemed to also include the part of a residence used by an enterprise, as the case may be, and this subject to the content of chapter 3 (assistance for enterprises).

Interpretation

For the purpose of this chapter's implementation, the term "residence" designates an individual's principal residence, which he either owns (in the quality of an owner) or rents (as a tenant).

The principal residence of an individual can notably be defined as the location where he carries out his primary activities or where he lives with the members of his immediate family. It can also be the location where the individual receives his mail, which is identified as the individual's residence on Québec's permanent list of electors, or from where he declares his income. When an individual is the owner of his residence, he must prove this by providing supporting documents (e.g., a municipal assessment). When an individual is a tenant, an example of such a supporting document would be a lease.

The term "residence" also designates the part of a residence used by an enterprise, if applicable, subject to the assistance provided for enterprises. However, the owner of a rental building is eligible for assistance as per this chapter when he uses part of his building as a principal residence.

Should the building belong to an enterprise and be the principal residence of one of the enterprise's shareholders, assistance is granted to the shareholder, regardless of the percentage of the enterprise's shares he owns.

For example, this chapter could apply to:

- the owner of a principal residence who lives in the residence;
- the owner of a rental building who lives in one of his housing units, which is his principal residence;
- a shareholder of an enterprise whose principal residence is in a building belonging to the enterprise;
- a tenant.

Proof of residency

A disaster victim must confirm that the damaged building is indeed his principal residence. He must do so by providing a proof of residency that confirms the address of his principal residence at the time of the disaster (e.g., driver's license valid at the time in question or a notice of assessment from Revenu Québec). He must also provide similar proof for each permanent occupant listed on the claim form and for whom assistance is requested.

- 18.** When an application for assistance involves a residence damaged during a flood and for which assistance was already granted under the program or from another source, prior to the date of the application and after April 10, 2019, to flood-proof the residence or move it, an indemnity can only be granted in conjunction with the excess costs of temporary housing and supplies (section 24) as well as temporary preventive measures (part 1 of APPENDIX B).

Interpretation

A principal residence that has already received assistance (under the program or from another source, such as the program to foster resilience and adaptation to flooding or a prior assistance program administered by the Minister) for flood-proofing or moving the residence since April 10, 2019, is not eligible for further assistance for damages to the building due to future damages. Flood-proofing of a residence consists in applying various measures to protect it against possible flooding.

Furthermore, under the program, assistance is granted by civic address, hence when assistance has already been paid out to an owner for his principal residence following a flood, this assistance will be taken into account should there be a subsequent flood, and this even if there has been a change in ownership of the residence.

Despite the preceding, an indemnity could be paid for excess costs for temporary housing or supplies as well as for temporary preventive measures.

Example: Following flooding that occurred on April 15, 2020, the owner received an assistance of \$75,000 to flood-proof his residence. In the event of future flooding, he will thus not be eligible for further assistance for damages to his residence under this program. He will, however, be eligible for assistance with regard to excess costs for temporary housing or supplies as well as for temporary preventive measures.

Tenant

A tenant whose principal residence is concerned by this section is nonetheless eligible for the assistance provided under the program.

- 19.** When an application for assistance involves a residence damaged by a flood and the total assistance that can be granted under section 31 (damages to the residence) and if applicable, which was already paid, for the same purpose in conjunction with prior flooding having occurred after April 10, 2019, is equal to or greater than the lesser of \$162,500 or 50% of the new cost, the Minister offers the owner assistance:

- 1° in the form of a departure allowance (sections 35 to 38);
- 2° to move his residence (sections 35 to 38 and 43 to 45); or
- 3° to flood-proof his residence (sections 35 to 38, 39 and 40).

The amount of the assistance is calculated as though the owner was unable to repair or to rebuild the residence, or was required to flood-proof it.

If the owner refuses to choose one of the three options above, the assistance provided for in this chapter will be paid out to him, but the residence will subsequently be ineligible to assistance in the event of a future flood, except with regard to excess costs for temporary housing or supplies (section 24) and temporary preventive measures (part 1 of APPENDIX B).

If the residence has become ineligible under the second paragraph of section 228 of the General compensation and financial assistance program in the event of actual or imminent

disasters, as established by order 403-2019 (April 10, 2019) and amended by orders 443-2021 (March 24, 2021) and 1417-2022 (July 6, 2022), and is flooded anew, an assistance could be granted to the owner by virtue of this chapter, but only for excess costs for temporary housing or supplies (section 24) and temporary preventive measures (part 1 of APPENDIX B).

This section does not apply to the private portion of a condo.

Interpretation

This section is meant to apply solely in the case of flooding. In addition, it has no effect on the assistance that can be granted to tenants.

Effective April 10, 2019, the assistance amounts granted in conjunction with damages to a residence are accumulated with each subsequent disaster, without taking into consideration changes in ownership if such is the case.

When the total assistance amount is the lesser of \$162,500 or 50% of the new cost of the residence, the owner of the residence will have three options, namely a departure allowance, moving or flood-proofing the residence.

The new cost is the cost of rebuilding the principal residence as established by the municipality.

Example 1: A principal residence has a new cost of \$450,000. Following flooding that occurred on April 15, 2023, the owner of the principal residence received \$180,000 for damages to this residence. Because the assistance that can be granted for damages on the date of the April 15, 2023 flooding is in excess of \$162,500, the disaster victim will have three options: a departure allowance (sections 35 to 38), moving (sections 35 to 38 and 43 to 45) or flood-proofing the residence (sections 35 to 38, 39 and 40).

Example 2: A principal residence has a new cost of \$450,000. Following a first case of flooding that occurred on April 15, 2019, the owner of the principal residence received \$75,000 for damages to this residence. Following a second case of flooding on July 15, 2023, this same owner is entitled to another amount of \$90,000 for damages to his residence.

New cost of the residence	\$450,000
First case of flooding (April 15, 2019)	\$75,000
Second case of flooding (July 15, 2023)	\$90,000
Total assistance granted for the residence	\$165,000

Because the total assistance (\$75,000 + \$90,000 = \$165,000) that can be granted for damages on the date of the July 15, 2023 flooding is in excess of \$162,500, the disaster victim will have three options: a departure allowance (sections 35 to 38), moving (sections 35 to 38 and 43 to 45) or flood-proofing the residence (sections 35 to 38, 39 and 40).

Example 3: A principal residence has a new cost of \$450,000. Following flooding that occurred on April 25, 2019, the first owner of the residence received \$75,000 for damages to this residence. On September 8, 2020, the first owner sold his residence to the second

owner. Subsequent to a second flood on July 15, 2023, the second owner is entitled to \$90,000 for damages to his residence.

New cost of the residence	\$450,000
First owner: flooding on April 15, 2019	\$75,000
Second owner: flooding on July 15, 2023	\$90,000
Total assistance granted for the residence	\$165,000

The change of ownership does not impact the calculations regarding the total assistance that can be paid out for a given residence. Because the total assistance (\$75,000 + \$90,000 = \$165,000) that can be granted for damages on the date of the July 15, 2023 flooding is in excess of \$162,500, the disaster victim will have three options: a departure allowance (sections 35 to 38), moving (sections 35 to 38 and 43 to 45) or flood-proofing the residence (sections 35 to 38, 39 and 40).

Example 4: A principal residence has a new cost of \$200 000. Following flooding that occurred on April 4, 2023, the owner is entitled to an assistance of \$100,000 for damages to his residence.

New cost of the residence	\$200,000
Flooding on April 4, 2023	\$100,000
Percentage of new cost (\$200,000 ÷ \$100,000)	50%

Despite the fact that the value of the damages (\$100,000) is less than \$162,500, the amount nonetheless represents 50% of the new cost of the residence. As such, the disaster victim has three options: the departure allowance (sections 35 to 38), moving (sections 35 to 38 and 43 to 45) or flood-proofing the residence (sections 35 to 38, 39 and 40).

When the owner accepts one of the options proposed, the assistance that can be granted is not limited to the damages listed in the damage report. It is, however, granted according to the sections applicable to each option.

If the owner refuses to choose an option, he can then receive the assistance established as per the value of the damages indicated in the damage report. His principal residence will then be non-eligible for assistance in the event of a subsequent flood. However, an assistance can be granted in conjunction with the excess costs of temporary housing and supplies as well as temporary preventive measures.

Co-ownership

The total assistance does not apply to the private portions of a co-owned building. Hence, the owner of a co-owned apartment (condo) could not benefit from either one of these options unless he was in imminent danger or in a situation of mandatory flood-proofing work. As for the common areas of a building of co-owners, the assistance that could be granted to a syndicate of co-owners is provided for in chapter 3 (enterprises).

20. When an application for assistance concerns a residence for which a notice of imminent danger was previously transmitted in conjunction with a prior disaster, i.e.,

having occurred after March 23, 2023, and where the residence was not moved and no departure allowance was paid, assistance can only be granted in the form of a departure allowance. This is equivalent to the assistance that can be granted when a residence is threatened by an imminent danger, excluding additional assistance for emergency works and temporary works.

Interpretation

An imminent danger is a disaster that is likely to occur at any moment and which requires an immediate intervention in order to protect people or property. When a principal residence is threatened by an imminent danger, a notice of imminent danger is issued by exerts mandated by the Minister for this purpose. These types of disasters are notably eligible when they constitute an imminent danger to a principal residence.

- shoreline/bank erosion;
- submersion;
- ground movements/landslides.

When a new disaster occurs with regard to a residence that was previously subject to a notice of imminent danger but was not moved or subject to stabilization or flood-proofing works, the residence in question is only eligible to assistance in the form of the departure allowance referred to in sections 35 to 28. This being said, the residence will not be eligible to the additional assistance for emergency works and temporary works provided for in section 38.

Example: On April 30, 2023, a notice of imminent danger from submersion/flooding was issued with regard to the principal residence of a disaster victim. The latter chose, after giving it some thought, to stay in his principal residence, and this without carrying out any stabilization works, moving the residence or demolishing it. On April 5, 2025, his principal residence is flooded. At this point, the disaster victim will be able to obtain assistance in the form of a departure allowance, by virtue of sections 46 and 47 only. He could, in other words, receive 100% of the new cost of his residence on July 1, 2024, 100% of the evaluation of his land as at April 5, 2025 (if the land is handed over) as well as 100% of the reasonable expenses incurred for eligible works involving the access road, all without exceeding the maximum assistance of \$385,000.

21. The owner is not eligible when the application for assistance involves a residence built after April 10, 2019 in a high-velocity zone.

Interpretation

The high-velocity zone corresponds to a zone that could potentially experience flooding due to a free water flood zone with a 20-year recurrence (0 to 20-year recurrence area).

Despite the preceding, a tenant's principal residence located in a building in such a high-velocity zone can nonetheless be eligible to program assistance.

22. When the application for assistance concerns a residence for which the Minister has already granted an indemnity with regard to property, and this in conjunction with a disaster that occurred after April 10, 2019, the individual cannot receive assistance for the same property, unless he is able to illustrate that the property in question was repaired or replaced, or alternatively, that he executed all of the works required under the initial claim were performed.

Interpretation

When an owner has already received an indemnity for property damaged during a disaster that occurred after April 10, 2019 and now submits another claim, he cannot receive assistance for the same property, unless he is able to illustrate that the property in question was repaired or replaced, or alternatively, that he executed all of the works required prior to this new claim.

When the damage report does not allow for confirming that the damaged property was repaired, replaced or otherwise addressed with applicable works, supporting documents such as photos or invoices may be requested as proof of the property’s eligibility.

SECTION II TEMPORARY PREVENTIVE MEASURES

23. An indemnity is granted for the temporary preventive measures indicated in part 1 of APPENDIX B. The following amounts are provided for each day worked carrying out such measures:

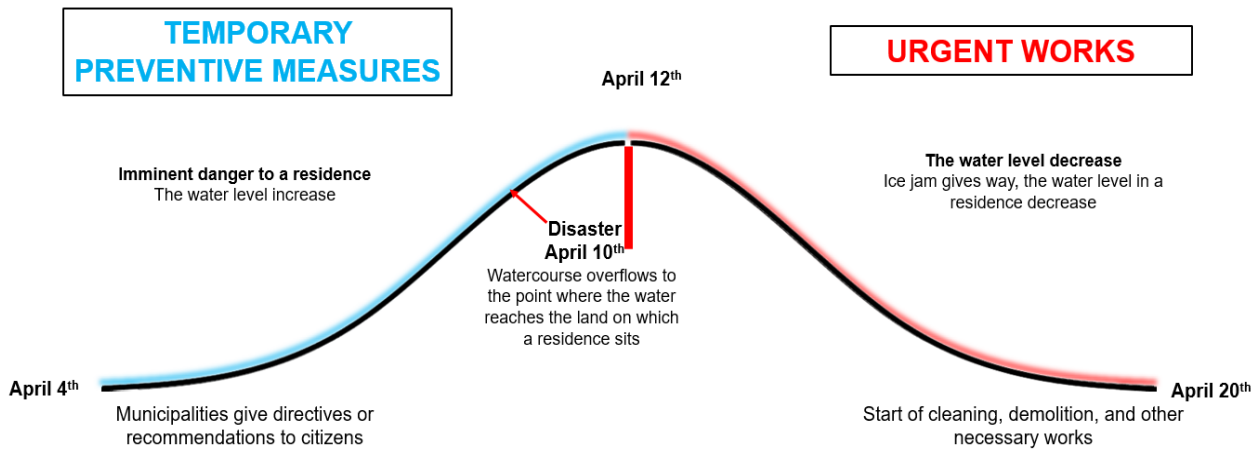
- 1° \$130 per housing unit (provided to tenants);
- 2° \$230 per residence (provided to owners).

The indemnity granted may not exceed \$8,000 per housing unit or residence.

Interpretation

Temporary preventive measures, listed in part 1 of APPENDIX B, are measures taken by a disaster victim in the event of an imminent or actual disaster to avoid his property being damaged or to limit the scope of such damages. On his claim form, the disaster victim must enter all temporary preventive measures and the dates on which these were implemented. A maximum indemnity of \$8,000 per case is provided for.

Example for a flooding that occurred on April 10:



As for the owner of a principal residence, measures taken to protect his movable property and buildings are eligible. For example, an owner who worked from April 6th to 9th to lay out sand bags and dig a ditch will receive \$920 (\$230 x 4 days).

Measures taken by a tenant to protect his movable property are also eligible, even if they also have the effect of protecting the building (e.g., boarding up windows and doors). If the tenant has taken his movable property outside of the principal residence, any measures he subsequently takes to protect this residence might not be reimbursed.

SECTION III TEMPORARY HOUSING AND SUPPLIES

24. An indemnity is granted for excess costs associated with temporary housing or supplies which an individual must sometimes pay when he is forced to leave his residence.

This indemnity represents \$40/day, from the 4th day to the 100th day, for each permanent occupant of the residence. On an exceptional basis, the Minister can extend this period, if warranted by the circumstances and if the individual has not contributed in any way to the need for such an extension.

The amount referred to in the second paragraph is increased by 30% for the territory located between the 49th and 50th parallel and by 50% for the territory North of the 50th parallel. However, the Gaspé peninsula and the cities of Baie-Comeau, Port-Cartier and Sept-Îles are not affected by this increase.

Interpretation

An indemnity can be provided to an individual who had to vacate his principal residence for public security reasons, either following an evacuation order from civil protection authorities or because of the types of works that had to be carried out. If a disaster victim opts to leave his principal residence on other grounds, he may be required to submit additional supporting documents.

By virtue of the principle of citizen responsibility as regards civil protection, the costs associated with the first three days of an evacuation are borne by citizens. Assistance is thus granted as of day four. For example, a disaster victim who must leave his residence for 10 days could receive \$280, namely \$40/day for 7 days.

The maximum period of 100 days of temporary housing could exceptionally be extended, for example if a disaster victim must vacate his residence for more than this initial period because of major works (e.g., stabilization of an embankment).

Excess costs for temporary housing or supplies are eligible when disaster victims stay with family or friends, in a hotel, in a rental unit or leased trailer, at a campground, in a secondary residence they own (e.g., cottage/trailer), etc.

SECTION IV DAMAGES TO MOVABLE PROPERTY

25. An indemnity, established as per APPENDIX C, is granted to individuals for movable property that has been damaged or which is permanently unavailable.

Except in extraordinary circumstances, when damages are the result of flooding and the level of water infiltration in the residence is less than 5 cm, the amount of the indemnity corresponds to 25% of the amount indicated in APPENDIX C.

Interpretation

To be eligible, movable property must:

- be included in the list found in APPENDIX C;
- have been owned by the individual at the time of the disaster;

- have been damaged by the disaster or be permanently unavailable as a result thereof.

Some movable property, despite being located in a room other than those mentioned in APPENDIX C, may also be eligible. Furthermore, some movable property may be limited to one single indemnity (e.g., while a disaster victim could have had two microwave ovens in his kitchen, he can only receive an indemnity for one of the two). Conversely, if a disaster victim has two televisions, respectively located in different rooms (e.g., a den and a bedroom, or any other room) he may be eligible for two times the planned indemnity for a television.

Also, when the level of water does not reach the place where a given item would normally be located, the disaster victim will need to offer an explanation as regards a possible indemnity. For example, a microwave oven is usually found on a piece of furniture or counter located at 90 cm (3 ft.) or so from the floor. If the water only rises to a height of 30 cm (1 ft.), this specific item should not be eligible, unless a credible explanation is provided. The same logic also applies to other items such as cookware/pots and pans, coffee maker, television, etc.

In addition, when the water rises to a level of less than 5 cm, damages are generally less significant and an amount equal to 25% of the planned indemnity is granted, unless a credible explanation is provided.

Example: A disaster victim experiences flooding, and a total of 4 cm (1.5 in.) of water infiltrates his principal residence. A hutch in the kitchen is damaged. Because the level of water infiltration is less than 5 cm, the disaster victim is entitled to 25% of the amount indicated in the table in APPENDIX C, namely $\$400 \times 25\% = \100 .

The disaster victim may be asked to submit photos of the damages along with proof that he possessed the items at the time of the disaster. Other supporting documents could also be required, for example:

- proof from an employer regarding other items required for an employee's work;
- proof of enrollment in an academic institution, with regard to books and materials for a person's full-time studies.

The Minister could refuse to provide an indemnity for damaged movable property if it was located in a crawl space. Because a crawl space is not designed for the storage of movable property, the disaster victim could be held responsible for any damage to such items. ([APPENDIX A](#) - Exclusions for disaster victims and organizations)

Under this section, the movable property of the owner of a rental building is eligible when the building consists of two housing units, one of them occupied by the disaster victim (owner-occupant). Moreover, the owner can receive an indemnity for the damaged movable property included in his housing unit's lease e.g., appliances). If the owner of a rental building rents two or more housing units, this movable property is dealt with as noted in chapter 3 (enterprises).

SECTION V MOVING OR STORAGE EXPENSES

26. Assistance equal to 100% of the disbursements is granted, under circumstances established by the Minister, to move or store movable property in the individual's residence; the total amount may not, however, exceed \$2,500.

Interpretation

All of the reasonable expenses incurred in conjunction with the moving or storage of property are eligible for financial assistance, up to a maximum of \$2,500. Eligible expenses notably include:

- rental of a moving truck;
- services provided by a moving company;
- rental of a storage space;
- purchase of cardboard moving boxes or plastic bins.

These expenses must notably have been disbursed under circumstances associated with the disaster and be critical to preserving the integrity of the movable property. For example, when the type of works carried out subsequent to a disaster call for moving or storing movable property of the residence, the amounts disbursed can be eligible.

The planned assistance is granted upon the submission of invoices. The hours worked by the disaster victim and people close to him are not eligible.

SECTION VI DAMAGES TO A RESIDENCE AND ITS ACCESS ROAD

27. This section does not apply to tenants.

Interpretation

Tenants are not eligible to assistance with regard to damages to a principal residence and its access road, seeing as they are not the owners.

§ 1 - Emergency works and temporary works

28. A lump-sum indemnity, based on the level of the water having infiltrated the residence during a flood, whether the basement is finished or otherwise and the type of foundation, is granted for the emergency works mentioned in APPENDIX D. When works are partially carried out by an enterprise, the indemnity is equal to 25% of the lump-sum indemnity that the owner could have received, unless the enterprise only performs the demolition work with regard to the foundation and concrete slabs. No indemnity is granted when an enterprise carries out all of the emergency works in APPENDIX D.

When the works are partially or totally performed by an enterprise, an assistance, equal to 90% of the disbursements, is granted.

Interpretation

The eligible emergency works, listed in APPENDIX D, must be quickly carried out after the flooding, by the owner or any other person who helps him. These works include vacuuming the accumulated water, cleaning, demolition work and removing all debris from

the principal residence to avoid any contamination of the premises as well as further or greater damage.

These works can be totally or partially carried out by the disaster victim, a general contractor or a cleaning or decontamination company. For all demolition works, an enterprise (e.g., a contractor) must hold a valid licence from the Régie du bâtiment du Québec allowing it to carry out the type of works in question.

Emergency works and temporary works (flooding)	
Works fully carried out by the disaster victim	The disaster victim is entitled to 100% of the lump-sum indemnity, established on the basis of: <ul style="list-style-type: none">- the water level reached;- whether or not the basement is finished;- the type of foundation.
Works carried out in part by the disaster victim and in part by an enterprise	Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out by an enterprise (e.g., contractor) can be granted, contingent on the submission of invoices. The disaster victim can also receive 25% of the lump-sum indemnity for the works he personally carried out. Exception: When the only works carried out by an enterprise are the demolition works with regard to the foundation and concrete slabs, the disaster victim is entitled to a reimbursement of 90% of the reasonable expenses incurred, upon submission of invoices, as well as 100% of the lump-sum indemnity for the works he personally carried out.
Works fully carried out by an enterprise	Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out by an enterprise (e.g., contractor) can be granted, contingent on the submission of invoices.

Example: The water reaches a height of 45 cm (1.5 ft.) in the fully finished basement of the disaster victim’s principal residence. The victim has personally done all of the demolition work in the rooms in his basement, and submitted the invoice from the contractor who carried out the clean-up. It is equal to \$4,000. The disaster victim is thus entitled to an indemnity of \$750.63 ($\$3,002.52 \times 25\% = \750.63) and financial assistance of \$3,600 ($\$4,000 \times 90\% = \$3,600$) for a total of \$4,350.63.

The lump-sum indemnity includes amounts for the purchase or rental of cleaning products, dehumidifiers, pumps and various containers.

29. Assistance, equal to 90% of the disbursements, is granted for emergency works in the case of disasters other than a flood as listed in APPENDIX D. Furthermore, an indemnity, equal to the minimum wage, is granted for the reasonable hours worked,

based on the type of work, by the owner and any other person who may wish to help him.

Interpretation

The eligible emergency works, listed in APPENDIX D, must be quickly carried out after a disaster by the owner or any other person who helps him. These works seek to avoid any further or greater damages. They include, for example, demolition work, disposal of debris and cleaning.

Emergency works and temporary works (excluding flooding)	
Works fully carried out by the disaster victim	<p>Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out, contingent on the submission of invoices.</p> <p>The disaster victim is also entitled to an indemnity equal to the minimum wage for all reasonable hours worked by the victim and any other person who helped him.</p>
Works carried out in part by the disaster victim and in part by an enterprise	<p>Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out, contingent on the submission of invoices.</p> <p>The disaster victim is also entitled to compensation equal to the minimum wage for all reasonable hours worked by the victim and any other person who helped him.</p>
Works fully carried out by an enterprise	<p>Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out by an enterprise (e.g., contractor) can be granted, contingent on the submission of invoices.</p>

For this assistance to be granted, the disaster victim must provide a detailed account of the emergency works carried out as well as the reasonable hours worked. For all demolition work, an enterprise (e.g., a contractor) must hold a valid licence from the Régie du bâtiment du Québec allowing it to carry out the type of works in question.

30. Assistance is granted for the temporary works listed in APPENDIX E.

An indemnity, equal to the minimum wage, is granted for the reasonable hours worked, based on the type of work, by the owner and any other person who helped him.

An assistance equal to 90% of the disbursements is granted for all other expenses.

Interpretation

The eligible temporary works, listed in APPENDIX E, must be quickly carried out after a disaster by the owner or any other person who helps him. These works seek to make the principal residence livable until such time as the permanent works are completed.

Temporary works (all disasters)	
Works totally or partially carried out by: <ul style="list-style-type: none">- the disaster victim;- an enterprise.	<p>The disaster victim is entitled to an indemnity equal to the minimum wage for all reasonable hours worked by himself and any other person who helped him.</p> <p>Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out may be granted.</p>

For assistance to be granted, the disaster victim must provide a detailed account of the emergency works carried out as well as the reasonable hours worked. As regards the electrical works listed in APPENDIX E, these must be executed by a specialized contractor with a valid licence from the RBQ authorizing it to perform this type of work.

Example: A disaster victim submitted an invoice of \$55 for plywood and spent two hours boarding up his windows until such time as they could be permanently replaced. He is thus entitled to \$49.50 ($\$44 \times 90\% = \49.50) plus two times the minimum wage per hour in effect at the time of the disaster.

§ 2 - Damages to the residence

31. An indemnity, equal to 100% of the eligible damages to a residence’s components listed in part 1 of APPENDIX F is granted.

The first paragraph, however, does not apply to damages to the basement due to flooding. In the event of a flood, a lump-sum indemnity is granted, based notably on the level of water infiltration, the outer perimeter of the residence, the number of eligible rooms of standard dimensions, the damaged components listed in part 1 of APPENDIX F and the type of works to carry out.

Assistance, equal to 90% of the disbursements associated with damages to a residence’s components listed in part 2 of APPENDIX F is granted.

The first and second paragraphs do not apply in the case of fissures to foundations or concrete slabs. In such a case, a lump-sum indemnity is granted based on the information provided in the damage report. If the repair costs exceed this indemnity, assistance equal to 90% of the disbursements for the repairs, is granted.

When flooding causes the residence to move from its original location, assistance equal to 90% of the disbursements for eligible works to stabilize the residence is granted.

Interpretation

In the case of damages to the principal residence, the Minister asks an expert in the area of damage assessment to prepare a damage report. This report must specify the level of water infiltration, if applicable, the perimeter of the principal residence (building shell), the type of foundation, details of the basement (finished, etc.), the number and types of rooms, and the components that were damaged.

Before beginning various works, the disaster victim must ensure that he has received all of the required permits from the municipality.

The assistance granted is calculated by using the rates established by the Minister for damaged components, as indicated on the damage report prepared by an expert. The amounts in question take into consideration the cost of standard materials, costs of the required manpower, general expenses and taxes. The rates, in turn, serve as a guide to ascertain that the amounts disbursed are reasonable. These rates, moreover, may be updated to better reflect renovation market fluctuations and realities.

Damages to the residence (all disasters except for flooding of a residence’s basement)	
Damages eligible for the components in Part 1 of APPENDIX F.	Disaster victims are entitled to the planned indemnity for 100% of eligible damages. Exception: Should there be fissures in the foundation or concrete slabs, an indemnity will be granted based on the information noted in the damage report. However, when the cost of repairing the fissures exceeds the indemnity granted, an assistance equal to 90% of the disbursements can be given, based on an analysis of the quotes submitted and contingent on the submission of invoices.
Damages eligible for the components in Part 2 of APPENDIX F.	Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out may be granted.

Flooding

Damages to a residence’s basement (flooding)	
Damages eligible for the components in Part 1 of APPENDIX F.	Disaster victims are entitled to the planned indemnity for 100% of eligible damages, established based on: <ul style="list-style-type: none">- the water level reached;- the outer perimeter (building shell) of the residence*;- the number of eligible rooms of standard dimensions*;- the damaged components listed in part 1 of APPENDIX F;- the types of works to carry out. Exception: Should there be fissures in the foundation or concrete slabs, an indemnity will be granted based on the information noted in the damage report. However, when the cost of repairing the fissures exceeds the indemnity awarded, an assistance equal to

	90% of the disbursements can be granted, based on an analysis of the quotes submitted and contingent on the submission of invoices.
Damages eligible for the components in Part 2 of APPENDIX F.	Following an analysis of the quotes provided, an assistance equal to 90% of the reasonable expenses incurred for the works carried out may be granted.

*The outer perimeter of the principal residence is defined as the length of the outer circumference/periphery of the residence. The eligible rooms of standard dimensions were identified by using data collected during past disasters in order to determine the average dimensions of the various rooms.

As for the works associated with the stabilization of a principal residence subsequent to a flood, the disaster victim must submit at least two detailed quotes from different contractors to the Minister. Following an analysis of the quotes received, an assistance equal to 90% of the reasonable expenses incurred for the works carried out is granted.

§ 3 - Damages to the access road

32. Assistance, equal to 90% of the disbursements, is granted for eligible works done on the access road to allow for a minimum and secure access to the residence.

Additional assistance, equal to 100% of the disbursements, is granted for professional services required in conjunction with the preparation of plans and specifications, and for supervising repairs to the access road.

Interpretation

To be eligible for assistance, the disaster victim must be the owner of the access road or demonstrate that he is responsible for the road's maintenance. The access road must also be the only road connecting the public road to the principal residence. Moreover, the works must be necessary because the road is no longer suitable for vehicles or is unsafe as a result of the disaster.

A minimal and safe access road is defined as a road suitable for vehicles that provides access to the occupants of the principal residence and to emergency vehicles (e.g., ambulance, fire truck).

The disaster victim must submit an invoice itemizing the works carried out to make the access road safe and suitable for vehicles to obtain a reimbursement of 90% of the reasonable expenses incurred. Additional assistance, equal to 100% of the reasonable expenses incurred, is also granted for professional services required in conjunction with the preparation of plans and specifications, and for supervising the works.

§ 4 - Mitigation measures for damages to certain components

33. When a residence is damaged by a flood, assistance, equal to 90% of the disbursements, is granted for measures listed in APPENDIX G and seeking to mitigate the consequences of future damages to certain components, excluding measures designed to flood-proof the residence.

Interpretation

These mitigation measures are the interventions noted in APPENDIX G which seek to limit the eventual consequences of damages to components of the principal residence. Actions association with flood-proofing of the residence do not fall under the category of mitigation measures.

The assistance that can be granted equals 90% of the reasonable expenses incurred. Assistance for mitigation measures cannot be granted in the absence of assistance for damages to the residence.

§ 5 - *Maximum assistance*

34. The total assistance granted under section 31 (damages to the residence) and section 33 (mitigation measures for damages to certain components) may not exceed the new cost.

The total assistance granted under section 31 (damages to the residence), the first paragraph of section 32 (damages to the access road) and section 33 (mitigation measures for damages to certain components) may not exceed \$385,000.

Interpretation

Works and measures for which assistance can be granted	Maximum assistance that can be granted
Damages to the residence (sect. 31) and/or Mitigation measures (APPENDIX G, sect. 33)	Maximum assistance equal to the lesser of the following: - new cost of the residence or - \$385,000
Damages to the residence (sect. 31) and/or Mitigation measures (APPENDIX G, sect. 33) and/or Damages to the access road (sect. 32)*	Maximum assistance of \$385,000

*Excluding the additional assistance that can be paid for professional services.

The new cost is the cost of rebuilding the principal residence as established by the municipality.

SECTION VII MOVING, DEPARTURE ALLOWANCE, FLOOD-PROOFING AND STABILIZATION

35. Assistance can be granted for:

- 1° flood-proofing a residence following a flooding event;

- 2° stabilizing the ground on which a residence threatened by an imminent danger sits;
- 3° moving a residence; or
- 4° in the form of a departure allowance.

The availability of these 4 options notably depends on their relevance from the perspective of public safety, their feasibility, the implementation of sustainable development principles and the associated costs.

The owner must notify the Minister in writing of the option he prefers, and this by the deadline specified by the latter.

This being said, no assistance can be granted for any one of these options if the municipality carries out works to stabilize an owner's land which ultimately ensure the long-term safety of the owner's residence.

Interpretation

An owner has 30 days from the moment he receives the letter requesting that he choose an option to notify the Minister of his choice in the matter. This deadline may be pushed back if the disaster victim provides a written explanation of his inability to comply with the time period initially established.

Each of these options is further detailed in sections 37 to 47.

However, should the municipality carry out stabilization works that ensure the long-term security of his residence, the disaster victim will not be entitled to assistance in the form of either of the four options (moving, departure allowance, flood-proofing or stabilization).

36. This section does not apply to tenants.

It also does not apply to the private portion of a condo unless there is an imminent danger or a situation of mandatory flood-proofing.

Interpretation

A tenant is not eligible as regards flood-proofing of the principal residence, ground stabilization, moving of a residence, or a departure allowance, and this because he is not the owner of the residence or the land in question.

Co-ownership

The total assistance does not apply to the private portions of a co-owned building. Hence, the owner of a co-owned apartment (condo) cannot benefit from either one of these options unless he is in imminent danger or in a situation of mandatory flood-proofing work. As for the common areas of a building, the assistance that could be granted to a syndicate of co-owners is provided for in chapter 3 (enterprises).

37. The total assistance granted by virtue of the selected option cannot exceed \$385,000.

38. In addition to the assistance granted for the option in question, supplementary assistance equal to 100% of the disbursements, is granted in conjunction with:

- 1° professional services required to help the owner choose one of the available options;
- 2° services provided by an engineering company, including appraisals and supervision of flood-proofing or ground stabilization works;
- 3° demolition of property located on the land, waste disposal and burial and backfilling of the land;
- 4° professional services required in conjunction with the preparation of plans and specifications, and for supervising repairs to the access road, except in the event where a departure allowance is paid out.

An additional assistance will also be granted for the emergency works listed in APPENDIX D, namely:

- 1° A lump-sum indemnity, based on the level of the water having infiltrated the residence during a flood, whether the basement is finished or otherwise and the type of foundation, for the emergency works mentioned in APPENDIX D. When works are partially carried out by an enterprise, the indemnity is equal to 25% of the lump-sum indemnity that the owner could have received, unless the enterprise only performs the demolition work with regard to the foundation and concrete slabs. No indemnity is granted when an enterprise carries out all of the emergency works in APPENDIX D.

When the works are partially or totally performed by an enterprise, an assistance, equal to 100% of the disbursements, is granted.

- 2° Assistance, equal to 100% of the disbursements for the emergency works in APPENDIX D, in the case of disaster other than a flood. Furthermore, an indemnity equal to the minimum wage is granted for the reasonable hours worked, based on the type of work, by the owner and any other person who helped him.

An additional assistance will also be granted for the temporary works listed in APPENDIX E, namely:

- 1° An indemnity, equal to the minimum wage, for the reasonable hours worked, based on the type of work, by the owner and any other person who helped him.
- 2° Assistance, equal to 100% of the disbursements, for all other expenditures.

Interpretation

Professional services, particularly fees paid to an engineering company or land surveyor to prepare plans and specifications and supervise the works, are eligible, as are the costs of services enabling the owner to choose an option. The disaster victim must submit an invoice along with the plans and specifications prepared in order to obtain a reimbursement.

As for **demolition** works, at least two quotes are required to determine the amount of additional assistance that can be granted. The applicable invoices must be submitted to be reimbursed the amount previously approved.

Because it consists of additional assistance, this amount is not limited as is the total amount of assistance (limit of \$385,000).

Additional assistance is also granted for emergency works (APPENDIX D) and temporary works (APPENDIX E). These works can be totally or partially carried out by the disaster victim, a general contractor or a cleaning or decontamination company.

Flooding

In the case of flooding and when the disaster victim carries out all emergency works, the [indemnity](#) is determined on the basis of the water level reached and the type of basement. When the works are fully executed by a contractor, the disaster victim must submit an invoice itemizing the emergency works carried out in order to have all of the reasonable expenses incurred fully reimbursed. And lastly, when emergency works are partially executed by a contractor, the disaster victim is entitled to a full reimbursement of all of the reasonable expenses incurred, as well as up to 25% of the [indemnity](#).

Example: The water reaches a height of 45 cm (1.5 ft.) in the fully finished basement of the disaster victim's principal residence. The victim has personally done all of the demolition work in his basement, and submitted an invoice from a contractor who carried out the clean-up. This invoice is in the amount of \$4,000. The disaster victim is thus entitled to an indemnity of \$750.63 ($\$3,002.52 \times 25\% = \750.63) and financial assistance of \$4,000.00, for a total of \$4,750.63.

Other disasters

For other disasters, the disaster victim must submit an invoice itemizing the emergency works carried out in order to obtain assistance equal to 100% of the reasonable expenses incurred. He can also receive an indemnity, based on the minimum wage, for the reasonable hours worked. Details of the emergency works and the hours works will be requested.

All disasters

As regards temporary works, and this for all disasters, the disaster victim could receive an indemnity, based on the minimum wage, for the reasonable hours worked as well as assistance equal to 100% of the reasonable expenses incurred.

§ 1 - Flood-proofing a residence

39. Flood-proofing a residence involves implementing protection measures to avoid damages that could occur in the event of future flooding.

Before the start of the works, the owner must submit a report from an engineering firm, accompanied by plans and specifications, to the Minister.

Interpretation

Flood-proofing involves the implementation of various measures (e.g., raising a building above the flood risk level, rebuilding foundations, etc.) designed to reduce the impacts of damages to the principal residence in the event of future flooding. For a disaster victim to benefit from assistance with regard to flood-proofing, the works must be carried out as per the provisions of the [Régime transitoire de gestion des zones inondables, des rives et du littoral](#) (transitional arrangements concerning the management of flood zones, banks and shorelines, in French only) and municipal flood-proofing regulations.

In such a case, in addition to the necessary permits and authorizations, the disaster victim undertakes to provide, prior to the onset of the works:

- an appraisal from a land surveyor identifying the flood risk level to adhere to;
- a report from an engineering company (including plans and specifications);
- at least two quotes from contractors in the field in question.

He also commits to:

- ensuring the works are supervised by an engineering company;
- submitting the necessary certificate of conformity of the works as well as invoices for these works.

40. The assistance is granted according to TABLE 1.

TABLE 1 ASSISTANCE FOR FLOOD-PROOFING

Mandatory flood-proofing	Non-mandatory flood-proofing
Lump-sum indemnity for damages to the basement, based notably on the level of water infiltration, the outer perimeter of the residence, the number of eligible rooms of standard dimensions, the damaged components listed in part 1 of APPENDIX F and the type of works to carry out.	
Indemnity, equal to 100% of the damages to components of the residence listed in part 1 of APPENDIX F, except for damages to the basement and fissures in the concrete slabs.	
Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report. OR Assistance, equal to 90% of the disbursements for repairs, if the cost of said repairs is greater than the indemnity granted.	Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report. OR Assistance, equal to 100% of the disbursements for repairs, if the cost of said repairs is greater than the indemnity granted.
Assistance, equal to 90% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.	Assistance, equal to 100% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.
Assistance, equal to 90% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.	Assistance, equal to 100% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.
Assistance, equal to 90% of the disbursements for measures listed in APPENDIX G and seeking to mitigate the consequences of future damages to certain components, excluding measures designed to flood-proof the residence.	Assistance, equal to 100% of the disbursements for measures listed in APPENDIX G and seeking to mitigate the consequences of future damages to certain components, excluding measures designed to flood-proof the residence.
Assistance, equal to 90% of the disbursements for the eligible flood-proofing works provided for in the engineering company's report.	

When an owner chooses to flood-proof despite this measure not being mandatory, he can use the assistance granted to repair damages to his residence or access road as well as to flood-proof his residence. In this case, the term “disbursements” refers to supporting documents illustrating the repairing of damages to the residence or access road and the works associated with flood-proofing.

The total assistance granted for damages to the basement and fissures in the foundation or concrete slabs, as well as damages to components, for mitigation measures and works associated with flood-proofing may not exceed the new cost.

§ 2 - Stabilization of the land

41. This sub-section is applicable when a residence is threatened due to an imminent danger. Ground stabilization seeks to ensure the long-term security of the residence.

Before the start of the works, the owner must submit a report from an engineering firm, accompanied by plans and specifications, to the Minister.

Interpretation

Ground stabilization is necessary when the principal residence faces imminent danger and works are necessary to ensure its long-term security.

In such a case, in addition to the necessary permits and authorizations, the disaster victim undertakes to provide, prior to the onset of the works:

- a geotechnical appraisal certifying that the works performed will ensure the long-term security of the principal residence;
- a report from an engineering company (including plans and specifications);
- at least two quotes from contractors in the field in question.

He also commits to:

- ensuring the works are supervised by an engineering company;
- submitting the necessary certificate of conformity of the works as well as invoices for these works.

42. The assistance is granted according to TABLE 2.

TABLE 2 ASSISTANCE FOR THE STABILIZATION OF A PLOT OF LAND

Indemnity, equal to 100% of the amounts incurred for damages to the components of the residence listed in part 1 of APPENDIX F, except for fissures in the concrete slabs.
Assistance, equal to 90% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.
Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report.
OR
Assistance, equal to 90% of the disbursements for repairs, if the cost of said repairs is greater than the compensation granted.
Assistance, equal to 90% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.

Assistance, equal to 100% of the disbursements for eligible stabilization works provided for in the engineering company's report, not exceeding the total new cost and the value of the standardized municipal assessment of the land, in effect when the imminent danger was identified by an expert mandated by the Minister.

The total assistance granted for damages to components and fissures in the foundation or concrete slabs cannot exceed the new cost.

§ 3 - *Moving the residence*

43. This sub-section applies to a situation where a residence is moved to a spot on the land or to another plot of land in the same or a neighbouring municipality, and this so that it can be located on a site that ensures its long-term security.

Interpretation

Before anything else, the disaster victim must confirm that his residence can be moved elsewhere on the same land or ensure that a nearby plot of land is available and that his principal residence can be moved there. The feasibility of the potential move must then be determined by considering the estimated costs of such a measure, sustainable development principles and public security.

44. The owner must:

- 1° remove all residual foundations to ensure the land is safe;
- 2° make an offer to the municipality whereby he cedes his land for the nominal amount of \$1, if said residence is facing a risk of imminent danger.

If the owner hands over the land on which his residence is located to the municipality for the nominal amount of \$1, he must also:

- 1° demolish or move to another plot of land any other property situated on his land, include foundations;
- 2° provide, if his residence is subject to an imminent threat and in compliance with the deadline established by the Minister, a resolution of the municipality whereby it commits to acquiring the land and to subsequently modify its regulations, if applicable, to prohibit all construction or development of infrastructures on the land, as long as there is a threat to public security.

The owner and the municipality can come to an agreement whereby the municipality carries out its obligations with regard to the demolition and elimination covered by this section once it has accepted the owner's offer regarding the transfer of land.

Interpretation

Moving a principal residence is essentially an opportunity to have it installed on a site where its' long-term security will be ensured. Subsequent to a disaster, the disaster victim can make an offer to the municipality whereby he cedes his land, whereas in the case of imminent danger, he is required to do so. The municipality retains the right to accept this offer or not. In the event of a refusal, the Minister cannot offer a financial compensation equal to the value of the land.

In such a case, the disaster victim undertakes to provide, prior to the onset of the works:

- proof of all of the required permits and authorizations attesting that the relocation site chosen will provide the principal residence with long-term security;
- at least two quotes from contractors in the field in question.

He also undertakes to submit:

- an attestation from the municipality confirming the elimination of all residual foundations;
- invoices for these works.

If he opts to move his principal residence to another plot of land, he also undertakes to:

- acquire or lease this new land, unless he already owns the land on which his residence could be moved;
- submit a resolution and notarial deed if he offers to hand over his land (this offer to cede is mandatory when there is an imminent danger) once the municipality accepts this offer;
- proceed to demolish all of his property found on his land or move it to another plot of land;
- supply invoices for the works.

45. The assistance is granted according to TABLE 3.

TABLE 3 ASSISTANCE DURING A MOVE

Move when repairs or reconstruction are impossible or in the case of imminent danger	Move when repairs or reconstruction are not impossible and in the absence of imminent danger
Assistance, equal to 100% of the value of the standardized municipal assessment of the land, in effect at the time of the disaster or when the imminent danger was identified by an expert mandated by the Minister, and this if the owner has handed over his land to the municipality for the nominal amount of \$1.	
In the event of a flood, lump-sum indemnity for damages to the basement, based notably on the level of water infiltration, the outer perimeter of the residence, the number of eligible rooms of standard dimensions, the damaged components listed in part 1 of APPENDIX F and the type of works to carry out.	
Indemnity, equal to 100% of the damages to components of the residence listed in part 1 of APPENDIX F, except for damages to the basement during a flood and fissures in the concrete slabs.	
Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report OR Assistance, equal to 90% of the disbursements for repairs, if the cost of said repairs is greater than the indemnity granted.	Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report. OR Assistance, equal to 100% of the disbursements for repairs, if the cost of said repairs is greater than the indemnity granted.
Assistance, equal to 90% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.	Assistance, equal to 100% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.

Assistance, equal to 90% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.	Assistance, equal to 100% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.
Assistance, equal to 100% of disbursements, for expenditures and works in conjunction with the move and as listed in APPENDIX H, except for damages to the basement in the event of a flood if they are concerned by a lump-sum indemnity.	

Should an owner opt for a departure allowance when repairs or reconstruction are not impossible and in the absence of imminent danger, he can make use of this assistance to repair damages to or move the residence and the access road. In this case, the term “disbursements” refers to supporting documents illustrating the repairs of damages to the residence and access road and the expenditures incurred and works associated with the move.

The total assistance granted for damages to the basement and fissures to the foundation or concrete slabs, as well as damages to components and the expenditures and works associated with the move, may not exceed the new cost.

§ 4 - *Departure allowance*

46. If the owner opts to receive a departure allowance, he must:

- 3° Demolish his residence. If the residence is threatened by an imminent danger, the owner can opt to transfer it to a third party, making sure the latter moves it to another plot of land.
- 4° Remove all residual foundations to ensure the land is safe.
- 5° Make an offer to the municipality whereby he cedes his land for the nominal amount of \$1, if said residence is threatened by an imminent danger.

If the owner hands over the land on which his residence is located to the municipality for the nominal amount of \$1, he must also:

- 1° demolish or move to another plot of land any other property situated on his land, including foundations;
- 2° provide, if his residence is subject to an imminent threat and in compliance with the deadline established by the Minister, a resolution of the municipality whereby it commits to acquiring the land and to subsequently modify its regulations, if applicable, to prohibit all construction or development of infrastructures on the land, as long as there is a threat to public security.

The owner and the municipality can come to an agreement whereby the municipality carries out its obligations with regard to the demolition and elimination covered by this section once it has accepted the owner’s offer regarding the transfer of land.

Interpretation

The departure allowance implies proceeding to the total and safe demolition of the principal residence as well as all outlying buildings. It is also possible to transfer the residence to a third party (e.g., sale, transfer, etc.). Subsequent to a disaster, the disaster victim can make an offer to the municipality whereby he cedes his land, whereas in the case of imminent danger, he is required to do so. The municipality retains the right to accept this offer or not. In the event of a refusal, the Minister cannot offer a financial compensation equal to the value of the land.

In the case of a departure allowance, the disaster victim undertakes to provide, prior to the onset of the works:

- all of the required permits and authorizations;
- at least two quotes from contractors in the field in question.

He also undertakes to submit:

- an attestation from the municipality confirming the elimination of all residual foundations;
- supply invoices for the works.

If he opts to hand over his land to the municipality, he also commits to:

- provide a resolution in this regard, as well as the notarial deed concerning the land being handed over;
- proceed to demolish all of his property found on his land or move it to another plot of land;
- supply invoices for the works.

47. The assistance is granted according to TABLE 4.

TABLE 4 ASSISTANCE IN CONJUNCTION WITH A DEPARTURE ALLOWANCE

Departure allowance when repairs or reconstruction are impossible or in the case of imminent danger	Departure allowance when repairs or reconstruction are not impossible and in the absence of imminent danger
Assistance, equal to 100% of the value of the standardized municipal assessment of the land, in effect at the time of the disaster or when the imminent danger was identified by an expert mandated by the Minister, and this if the owner has handed over his land to the municipality for the nominal amount of \$1.	
Assistance, equal to 100% of the disbursements for eligible works done on the access road to allow for a minimum and secure access to the residence.	
Assistance equal to 100% of the new cost.	
	In the event of a flood, lump-sum indemnity for damages to the basement, based notably on the level of water infiltration, the outer perimeter of the residence, the number of eligible rooms of standard dimensions, the damaged components listed in part 1 of APPENDIX F and the type of works to carry out.
	Indemnity, equal to 100% of the damages to components of the residence listed in part 1 of APPENDIX F, except for damages to the basement during a flood and fissures in the concrete slabs.
	Assistance, equal to 100% of the disbursements for damages to the components of the residence listed in part 2 of APPENDIX F, except for fissures in the foundation.
	Lump-sum indemnity for fissures in the foundation or concrete slabs, calculated based on the information provided in the damage report OR Assistance, equal to 100% of the disbursements for the repairs, if the cost of said repairs is greater than the indemnity granted.

When an owner opts for a departure allowance when repairs or reconstruction are not impossible and in the absence of imminent danger, the term “disbursements” refers to supporting documents illustrating the demolition of the residence and if applicable, repairing of damages to the residence and the access road if works were carried out prior to said demolition.

The total assistance granted for damages to the basement, components and fissures in the foundation or concrete slabs cannot exceed the new cost.

When the owner transfers his residence to a third party, the value of the proceeds of the sale is deducted from the total amount of assistance granted.

APPENDIX A EXCLUSIONS FOR DISASTER VICTIMS AND ORGANIZATIONS

The following are excluded from the program:

- 1° Losses and damages for which the disaster victim or organization is responsible.
- 2° Loss of or damages to land, to the landscaping or to works designed to protect the latter.
- 3° Measures, expenses, expenditures, damages and works that were or could be subject to assistance from another source.
- 4° Damages caused to property by a disaster considered an insurable risk, to the extent that the insurance in question is offered in Québec and generally underwritten on the territory designated by the Minister. This paragraph does not apply to a disaster victim with protection against flooding.
- 5° Vehicles, unless they are part of the enterprise's inventory.
- 6° Luxury items, unless they are part of the enterprise's inventory.
- 7° Costs incurred to receive quotes.
- 8° Cost of municipal permits.
- 9° Lost revenue.
- 10° Interest fees.
- 11° Bank fees.
- 12° Items associated with a religious cult, unless they are part of the enterprise's inventory.
- 13° Farm animals.
- 14° Wooded areas.
- 15° Tree plantations.
- 16° Standing crops.
- 17° Crop growth.
- 18° Amounts disbursed due to the inability to sow.

APPENDIX B TEMPORARY PREVENTIVE MEASURES

PART 1 FOR INDIVIDUALS, ENTERPRISES AND MUNICIPALITIES

Below is a list of eligible measures that individuals, enterprises and municipalities can take to avoid or mitigate damages to their residence, building, agricultural land or land and associated property:

- 1° Elevation or move to a higher floor of furniture, equipment, inventory and mechanical and electrical devices.
- 2° Boarding up of openings.
- 3° Building of a dike, embankment or riprap to offer temporary protection.
- 4° Digging of a ditch.
- 5° Preparation and laying out of sand bags.
- 6° Installation and supervision of pumps.

The Minister may deem other measures eligible if warranted for reasons of public security.

PART 2 FOR MUNICIPALITIES

Below is a list of eligible measures that municipalities can take to avoid or mitigate damages to property concerned by the program:

- 1° Building of a dike, embankment or riprap to offer temporary protection.
- 2° Installation of a temporary pipe to increase hydraulic capacity in the event of a waterway with exceptionally high water levels.
- 3° Digging of a temporary trench to divert a waterway.
- 4° Preparation and laying out of sand bags.

The Minister may deem other measures eligible if warranted for reasons of public security.

APPENDIX C ELIGIBLE MOVABLE PROPERTY

The following items of movable property are eligible, as per the indicated amounts:

Kitchen and dining room (amount per kitchen and dining room)			
Refrigerator	\$1,300	Microwave oven	\$250
Stove or oven and cooktop	\$1,200	Cookware/pots and pans	\$200
Table and four chairs	\$1,100	Utensils	\$200
Small kitchen appliances	Amount indicated in the claim, not to exceed \$1,000	Tableware	\$150
Dishwasher	\$800		
Kitchen and dining room (amount per item)			
Cabinet or sideboard	\$400	Additional kitchen chair/stool	\$125
Living room or family room/den (amount per item)			
Sofa	\$1,200	Television	\$550
Loveseat	\$900	Television cabinet	\$300
Futon	\$600	Table	\$200
Chair	\$600	Lamp	\$100
Bedroom (amount per item)			
Double bed mattress and box spring	\$1,200	Twin bed frame	\$300
Twin mattress and box spring	\$500	Bedside table	\$150
Double bed frame	\$500	Bedside lamp	\$100
Dresser or chest of drawers	\$400	Mirror	\$50

Laundry room or bathroom (amount per laundry room or bathroom)			
Washer	\$1,000	Dryer	\$900
Various (amount per residence)			
Second refrigerator	\$1,300	Vacuum cleaner	\$300
Electronic devices	Amount indicated in the claim, not to exceed \$1,000	Lawn mower	\$300
Snow blower	\$1,000	Iron	\$50
Freezer	\$600	Ironing board	\$50
Maintenance tools	Amount indicated in the claim, not to exceed \$400		
Various (amount per item)			
Wall or portable air conditioner	\$700	Fan	\$100
Computer or laptop	\$500	Humidifier	\$100
Dehumidifier	\$350	Outdoor garbage can, recycling bin and compost bin	\$100
Electronic tablet	\$250	Drapes and blinds	\$100 per window
Dresser, library/shelving unit	\$200	Flat/curling iron (hair)	\$50
Computer chair	\$200	Electric razor	\$50
Printer	\$200	Hair dryer	\$50
Filing cabinet	\$200	Telephone	\$40
Computer desk	\$200	Indoor garbage can	\$30

Item (amount per permanent occupant)			
Clothing, except for luxury items	Amount indicated in the claim, not to exceed \$2,000	Equipment for a person with a disability	Amount indicated in the claim, not to exceed \$500 per person with a disability
Other items required for an employee's work	Amount indicated in the claim, not to exceed \$1,000	Home linens (bedsheets, towels, kitchens towels)	Amount indicated in the claim, not to exceed \$400
Sports equipment	Amount indicated in the claim, not to exceed \$1,000	Necessary books and materials for a full-time student	Amount indicated in the claim, not to exceed \$300
Essential foodstuffs, household products and personal items	Amount indicated in the claim, not to exceed \$600 for the first permanent occupant and \$100 for each additional permanent occupant	Items for a child	Amount indicated in the claim, not to exceed \$500 per child

APPENDIX D EMERGENCY WORKS

The following emergency works that a disaster victim can carry out to avoid further damage to his residence or building are eligible under the program:

- 1° Pumping of water.
- 2° Demolition.
- 3° Disposal of debris.
- 4° Clean-up.
- 5° Disinfection.
- 6° Extermination.
- 7° Decontamination.
- 8° Dehumidification.

Demolition and disposal of debris carried out to enable repairing or replacing a damaged component listed in APPENDIX F are also eligible.

The Minister may deem other works eligible if warranted for reasons of public security.

APPENDIX E TEMPORARY WORKS

The following temporary works that can be carried out by a disaster victim to ensure that his residence or building is livable or functional until such time as the permanent works are completed are eligible under the program:

- 1° Temporary re-establishment of electrical power in the affected residence or building.
- 2° Installation of a barebones insulation.
- 3° Boarding up of openings.

The Minister may deem other works eligible if warranted for reasons of public security.

APPENDIX F ELIGIBLE COMPONENTS

PART 1 COMPONENTS OF THE RESIDENCE OR BUILDING ELIGIBLE FOR AN INDEMNITY OR ASSISTANCE

The following components, when a residence or a building owned by an enterprise is concerned, are eligible for an indemnity, and for assistance when the matter concerns a municipal building:

- 1° Concrete slabs, blind drain, frame.
- 2° Carports and garages, as well as entrances leading to the basement. However, in the case of a residence, the carports and garages must be an integral part of the residence's structure.
- 3° Shed or storage building belonging to an enterprise or municipality.
- 4° Exterior siding and chimneys.
- 5° Roof.
- 6° Outdoor porches, including stairs and handrails. In the case of a residence, outdoor porches must not measure more than 1.2 m x 1.8 m and must lead or connect to a main or secondary entrance.
- 7° Exterior doors and windows.
- 8° Insulation for the structure or walls.
- 9° Electrical entry and electric systems and connectors.
- 10° Piping, sewer connections, water connections and sanitary equipment.
- 11° Indoor staircase stringers, steps, risers and handrails.
- 12° Main and backup heating systems, air exchanger and air conditioning system.
- 13° Hot water tanks.
- 14° Raised floors, their insulation and fixed floor coverings.
- 15° Gypsum board, plaster and painting of indoor walls, door bottom moulding and interior doors.
- 16° Counters, drawers, tablets and panels of cabinets and sink vanities.

The Minister may deem other components eligible if they are required to restore the residence or building to its prior condition.

PART 2 COMPONENTS OF THE RESIDENCE OR BUILDING ELIGIBLE FOR ASSISTANCE

The following components are eligible for assistance:

- 1° Foundations, footings, support pillars, load-bearing walls.
- 2° Pump and interception well, wastewater treatment system, drinking water supply system and drinking water treatment and filtration system.
- 3° Equipment for the disabled. In the case of a residence, this equipment must be for the use of a permanent occupant.
- 4° Charging station for electric vehicles.

The Minister may deem other components eligible if they are required to restore the residence or building to its prior condition.

APPENDIX G MITIGATION MEASURES

The following mitigation measures are considered eligible:

- 1° Purchase of a sump pump.
- 2° Installation of an interception well indoors or outdoors.
- 3° Installation of a check valve.
- 4° Transfer of various components to a higher floor, namely:
 - a) service box;
 - b) furnace;
 - c) water heater;
 - d) dryer socket and air outlet;
 - e) washer plumbing and socket.

The Minister may deem other measures eligible if they seek to mitigate, in the future, the repercussions of damages to certain components of the residence or building.

APPENDIX H ELIGIBLE WORKS AND EXPENDITURES ASSOCIATED WITH A MOVE

The following expenditures and works are eligible when moving becomes necessary:

- 1° Purchase of a new plot of land. The assistance granted is equal to the difference between the standardized municipal assessment of the new plot of land and that of the old one, but may not be greater than that of the latter. The standardized municipal assessment is the one in force at the time of the disaster or when the imminent danger was observed by an expert mandated by the Minister.
- 2° Notary fees for the purchase of the new plot of land.
- 3° Certificate of location for the new plot of land.
- 4° Real property transfer tax.
- 5° Works needed to enable a minimum and safe access to the residence or building on the new plot of land.
- 6° Necessary earthwork or ground work, other than landscaping, to ensure the residence or building complies with municipal bylaws or if there are no such regulations, to enable surface water runoff.
- 7° Permits required as per the standards applicable to moving a residence or building and outlying buildings and installing these on the new plot of land.
- 8° Move of the residence or building and outlying buildings that are an integral part of the initial structure, or in the case of an enterprise, when essential to its activities; this includes the disconnection, raising, loading and moving of cables and all signage.
- 9° Demolition and rebuilding of a masonry chimney that cannot be moved along with the residence or building.
- 10° New foundations, including excavation, backfilling and removal of all excavated materials.
- 11° Installation of the residence or building and outlying buildings that are an integral part of the initial structure, or in the case of an enterprise, when essential to its activities, atop the new foundations; this includes all water and sewage system, electrical power, plumbing and telephone connections.
- 12° Removal and reinstallation of stairs and porches or decks. For a residence, these must lead or connect to a main or secondary entrance.
- 13° Insulation and finishing of the rooms in the basement, if this was already done prior to moving the residence or building and in the case of an enterprise, it required for the latter's activities.
- 14° Reinstallation of the main and backup heating systems, the air exchanger and the air conditioning system.
- 15° Installation of the septic tank and artesian well if there is no option for the residence or building to be connected to municipal systems.
- 16° Repairs to damages caused by the move of the residence or building, unless they are the result of poor maneuvers during the move itself.

The Minister may deem other expenditures or works eligible if they are necessary to the move of the residence or building.

APPENDIX I EXPENDITURES RELATED TO A BREAK IN THE ICE COVER OR AN ICE JAM

The following expenditures related to a break in the ice cover or an ice jam are eligible under the program:

- 1° Rental and use of machinery, equipment and tools.
- 2° Various expenses related to the use of municipal equipment.
- 3° Wages for supplementary manpower and overtime worked by regular employees.
- 4° Works carried out by a contractor.
- 5° Professional fees for monitoring waterways when there is a danger of flooding.

The Minister can elect to make any other expenditure related to a break in the ice cover or an ice jam eligible if warranted for reasons of public security.

APPENDIX J INTERVENTION MEASURES IN THE EVENT OF IMMINENT DANGER

The following expenditures and measures are eligible under the program when a municipality intervenes in the case of imminent danger:

- 1° Set up of a security perimeter.
- 2° Evacuation and rescue of disasters victims.
- 3° Supervision required as warranted for reasons of public security.
- 4° Wages for supplementary manpower and overtime worked by regular employees.
- 5° Various expenses related to the use of municipal machines, equipment and tools.
- 6° Rental and use of machinery, equipment and tools.
- 7° Communications expenses.

The Minister can elect to make any other measure or expenditure eligible when a municipality intervenes in response to an imminent danger and as warranted for reasons of public security.

APPENDIX K INTERVENTION AND RECOVERY MEASURES

The following intervention and recovery measures and expenditures are eligible under the program:

- 1° Evacuation and rescue of disaster victims.
- 2° Set-up and administration of a shelter centre, and restoration of the premises or site or of another temporary shelter, depending on the scope of the disaster and the number of disaster victims.
- 3° Purchase, transportation and distribution of supplies and basic foodstuffs/necessities.
- 4° Emergency lighting and signage.
- 5° Supervision required as warranted for reasons of public security.
- 6° Set-up and administration of an emergency operations centre, and restoration of the premises or site.
- 7° Communications expenses.
- 8° Road closure.
- 9° Wages for supplementary manpower and overtime worked by regular employees.
- 10° Various expenses related to the use of municipal machines, equipment and tools.
- 11° Rental and use of machinery, equipment and tools.
- 12° Supervision required as warranted for reasons of public security.
- 13° Clean-up of debris and wreckage.
- 14° Temporary restoration of critical zones: drinking water, communications, electricity, natural gas.
- 15° Shutdown of electrical power and natural gas supply.
- 16° Further removal and disposal/burial of waste.
- 17° Construction and installation of temporary infrastructures: bypass roads, bridges and culverts, dikes, trenches, water and sewer systems, as well as the elevation of a road to enable access to property concerned by the program.
- 18° Works regarding the dredging of sediments or the stabilization of banks if warranted for reasons of public security and which have the Minister's prior approval.

The Minister can elect to make any other intervention or restoration measure or expenditure eligible if warranted for reasons of public security.

APPENDIX L EXPENDITURES TO REPAIR, REPLACE OR RESTORE OTHER ESSENTIAL MUNICIPAL PROPERTY

The following expenditures, associated with the repair, replacement or restoration of other essential municipal property, are eligible under the program:

- 1° Purchase of materials or parts.
- 2° Necessary works.
- 3° Various expenses related to the use of municipal machines, equipment and tools.
- 4° Rental and use of machinery, equipment and tools.
- 5° Clean-up of roads, ditches and culverts.
- 6° Wages for supplementary manpower and overtime worked by regular employees.
- 7° Professional services.

The Minister can also deem any other expenditure eligible if it is warranted to ensure the repair, replacement or restoration of other essential municipal property.

APPENDIX M MEASURES TAKEN BY COMMUNITY-BASED ORGANIZATIONS

The following measures taken by community-based organizations are eligible under the program:

- 1° Set up of a coordination and recovery centre.
- 2° Welcome and identification of disaster victims.
- 3° Identification of the needs of disaster victims.
- 4° Liaison with community resources.
- 5° Dissemination of information to help support disaster victims.
- 6° Management of donations received to ensure they help disaster victims.
- 7° Coordination of the activities of persons offering to volunteer.
- 8° Restoration of the premises/areas used.
- 9° Purchase, transportation and distribution of supplies and basic foodstuffs/necessities or distribution of coupons to disaster victims so that they can acquire these items.
- 10° Assistance to disaster victims for various aspects of their recovery, among them lodging, finances, health and social services.

The Minister can elect to make any other measure regarding coordination efforts, supplies or support eligible if warranted for reasons of public security.

