

ABBREVIATED RESETTLEMENT ACTION PLAN

The Temporary Relocation of Residents of the Low Estate High Rises
SINT MAARTEN HOUSING DEVELOPMENT FOUNDATION

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Executive Summary

The Abbreviated Relocation Action Plan (ARAP) is a very important element for the high-rise reconstruction project because tenants will be temporarily relocated during the period of the implementation of the construction. It is important that the tenants affected are temporarily relocated prior to the commencement of the project. The ARAP is the tool that will be used to manage the relocation process, as well as the tool that will be used to resolve possible unrest and conflicts that arise and could negatively impact the implementation of the reconstruction project. Most importantly, the ARAP is a tool that will be used to engage with the tenants and the communities affected in the project.

The high-rise reconstruction project was selected after a devastating natural disaster in September 2017. Hurricane Irma and thereafter Hurricane Maria completely damaged six high-rise towers with 64 social housing apartments. This activity will entail the complete reconstruction of these high-rise towers that will upgrade the living conditions of all tenants in those towers. The activity will use a phased approach, with cycles per two blocks and a partial overlap between cycles for a period from start to finish of approximately 12 months.

The identified impact has been limited to the relocation of tenants temporarily displaced prior to the commencement of the project. The study process for quantitative data-collection will include:

- (a) description of the activity/event that causes temporary relocation;
- (b) census survey of temporarily displaced households, and/or services;
- (c) impacts caused by displacement;
- (d) alternative for disturbance allowance and other relocation assistance to be provided;
- (e) consultations with displaced tenants regarding acceptable alternatives;
- (f) timetable and budget;
- (i) institutional responsibility and capacity for implementation
- (j) procedures for grievance redress; and
- (k) arrangements for monitoring and implementation.

A. Introduction

The Sint Maarten Housing Development Foundation (SMHDF) is in process of repairing its housing stock damaged as a result of Hurricanes Irma and Maria in September 2017. The first housing stock to be repaired are the six high-rise towers. SMHDF has already secured funding in the tune of five million US Dollars for the reconstruction of these towers. This activity is in collaboration with the NRPB and the World Bank. To successfully execute this activity, various plans are required which have already been completed by SMHDF.

The repairs of the high-rise towers are of urgent nature due to the damages and safety hazards caused by the hurricanes. Due to lack of waterproofing and weather protection of roof and exterior walls, including broken windows and doors, the units are considered uninhabitable. Upon the completion of the activity, safety will be restored, and the tenants will be able to resume their daily activities without disruption.

This plan covers direct economic and social impacts that both result from Bank-assisted investment projects and are caused by the involuntary¹ taking of land² resulting in relocation or loss of shelter. This project is part of the National Recovery and Resilience Plan (NRRP) which outlines the need for the recovery across the socio-economic sectors of the country.

An Abbreviated Relocation Action Plan (ARAP) is essential to address the temporary relocation of these affected tenants. This ARAP is to be consistent with the laws and regulations of the Government of Sint Maarten and the policies and guidelines of the World Bank.

In September 2017, Hurricanes Irma and Maria left extensive destruction on Country Sint Maarten. The destruction included the housing scheme for low-income families which is the core task of the Sint Maarten Housing Development Foundation. As such, Sint Maarten Recovery Reconstruction and Resilience Trust Fund, a reconstruction project will be embarked upon. To commence this activity, tenants residing in the affected towers will need to be temporarily relocated. Considering the nature of the damage, the activity will require the entire roof structure of the building to be removed and redone. Risks are addressed in the next section.

¹ For the purposes of OP 4.12 Involuntary Relocation "involuntary" means actions that may be taken without the displaced person's informed consent or power of choice.

² "Land" includes anything growing on or permanently affixed to land, such as buildings and crops. This policy does not apply to regulations of natural resources on a national or regional level to promote their sustainability, such as watershed management, groundwater management, fisheries management, etc. The policy also does not apply to disputes between private parties in land titling projects, although it is good practice for the borrower to undertake a social assessment and implement measures to minimize and mitigate adverse social impacts, especially those affecting poor and vulnerable groups.

B. Mitigated Risks

#	Risk identified	Measures to implement (to prevent, eliminate, avoid, mitigate, accept the risks)
1	People refusing to vacate their apartment	<ul style="list-style-type: none"> • Agreement which assures people’s rights to return to their apartment after rehabilitation; • Payment of compensation for the duration of vacating the apartment
2	Project completion time extends further than established	<ul style="list-style-type: none"> • Payment of compensation for the extended time

C. Legal Framework

Sint Maarten legislation contains a variety of laws and regulations related to land administration, eminent domain, expropriation, forced eviction and other topics relevant to this RAP. Entitlements for compensation payments are based on formalized land tenure/ownership. Article 96 of the Civil Code states that when a leasehold agreement exists, “ordinary charges and ordinary repairs shall be for the account of and performed by the emphyteutic holder (leaseholder).” Article 100 further states that “the emphyteutic holder (leaseholder) has a right of retention over the thing subject to the emphyteusis (leasehold) until he has been reimbursed for what is owing to him.”

In Sint Maarten the legal framework regarding the rental relationship between lessor and the tenant is governed by title 4 of book 7 of the Civil Code. In general, a tenant must allow lessor to perform necessary repairs. However, if urgent repairs are required, article 7:220 Civil Code states that the tenant must then allow that the repairs take place. This is in line with OP 4.12, topic “Relocation assistance”, which states that “Affected people are to be offered support after displacement, for a transition period”. In the absence of national regulations or discrepancies between them and the World Bank safeguard policy, WB OP 4.12 takes precedence over the country regulations in resettlement matters.

All tenants have a rental agreement with SMHDF. The tenant does have the right to reduce the rental payment or to annul the rental agreement and request compensation. If the tenant does not terminate the rental agreement, then lessor must make a reasonable proposal to the tenant regarding the repairs, this proposal could contain replacement housing and moving allowance if the repairs are of such a nature that the tenant would have to be temporarily displaced. If the tenant rejects the proposal, then a judge will have to determine whether the proposal can be considered reasonable.

The judge will look at various relevant circumstances, such as the nature of the repairs and the degree to which they are required, whether the tenant's cooperation is required to execute the repairs, financial consequences for lessor, the possibility of replacement housing and compensation for the tenant who has to temporarily move. The law therefore does not provide a clear-cut legal framework regarding temporary displacement of the tenants, it depends on the circumstances of the case and whether a proposal made by lessor can be considered reasonable.

Taking the above into consideration, a Compensation Agreement (see Annex 1) was drafted to safeguard the tenants throughout the reconstruction process. This Agreement includes benefits and allowances as that will be elaborated further throughout this document. The Agreement indicates that the temporary relocation should last approximately five months, however, it also mentions the possibility of prolongation should the project be delayed up to six months. Should the project, including the delays, last longer than six months, each case will be evaluated separately according to World Bank standards and procedures.

A survey and census were undertaken from August 28, 2018. The cut-off date is September 3, 2018. All persons residing in the towers that will be reconstructed are eligible for assistance under this project. Other surveys were conducted from January 7, 2019, with a cut-off date of January 19, 2019 for the additional census. The census is continuously updated, last survey conducted on February 15, 2021, to ensure that the information is up to date and relevant to this ARAP.

D. Proposed Assistance to temporary relocated individuals/families

The proposed assistance will include the following and will be a part of the budget allocated for this activity via the NRPB:

The tenants who can be relocated to any of our vacant units will be permanently relocated, and the remainder will be given a monthly allowance for the purpose of relocation to a location of their choice. Table 1 is the compensation scheme for the different packages that will be given to the tenants.

Table 1: Compensation Scheme

Solutions	Relocation Solution	Comments
Package 1: Single household	\$500 Rent allowance & \$600 storage allowance + \$150 moving costs	These costings were developed using market research within Sint Maarten on average rental costs. Storage will be on case-to-case basis.
Package 2: 2 persons household	\$650 Rent allowance & \$600 storage allowance + \$150 moving costs	These costings were developed using market research within Sint Maarten on average rental costs. Storage will be on case-to-case basis.
Package 3: 3 persons household	\$800 Rent allowance & \$600 storage allowance + \$150 moving costs	These costings were developed using market research within Sint Maarten on average rental costs. Storage will be on case-to-case basis. Size and price are based on size of the house (nr. bedrooms) of the household and the nr. of persons in the household
Package 4: 4+ persons household	\$950 Rent allowance & \$600 storage allowance + \$150 moving costs	These costings were developed using market research within Sint Maarten on average rental costs. Storage will be on case-to-case basis. Size and price are based on size of the house (nr. bedrooms) of the household and the nr. of persons in the household
Package 5: Vulnerable ³	Set up in hotel or appropriate facility - alternative living (approximately expenses \$100 per night - no rental compensation) + costs moving and storage	This price estimate is based on average hotel prices, smaller hotel size but the expense will be covered by the budget.
Package 6: Extra-Vulnerable ³	Packing/unpacking assistance via a moving company, estimated at \$120	This price estimate is based on average estimated time needed for the move.

³ Vulnerability was identified during the one-on-one consultations and was determined by the physical, social and economic circumstances of the individual. The Extra-Vulnerable are persons who have physical mobility challenges due to their inability to perform certain tasks (see page 11). Their case # is highlighted in yellow.

Table 2 is a summary of the census of persons needing temporary relocation prior to the start of the reconstruction project. This spreadsheet has been updated recently to reflect the actual tenants who are scheduled to receive compensation.

E. Census

Table 2: Social Assessment and Consultation of the SMHDF High Rise Project (*Updated July 2022*)

Case #	Address	Name	Type Unit	Household no. persons	Package	Cost
1	Low Estate Rd # 63	Male: Age 81	1- Bedroom Apartment	2 - Status; Himself + Care taker	Package 2	\$650+ storage
2	Low Estate Rd # 67	Female: Age 57	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
3	Low Estate Rd # 79	Female: Age 76	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
4	Low Estate Rd # 81	Male: Age 70	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
5	Low Estate Rd # 83	Male: Age 68	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
6	Low Estate Rd # 85	Female: Age 45	1- Bedroom Apartment	2- Status; daughter lives with her	Package 2	\$650+ storage
7	Low Estate Rd # 87	Male: Age 62	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
8	Low Estate Rd # 89	Female: Age 62	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
9	Low Estate Rd # 95	Female: Age 82	1- Bedroom Apartment	2 - Status: tenant and 2 kids	Package 2	\$650+ storage
10	Low Estate Rd # 97	Female: Age 59	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
11	Low Estate Rd # 101	Male: Age 62	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
12	Low Estate Rd # 107	Male: Age 61	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
13	Low Estate Rd # 111	Female: Age 70	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
14	Low Estate Rd # 113	Female: Age 82	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
15	Low Estate Rd # 115	Female: Age 74	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
16	Low Estate Rd # 117	Male: Age 70	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
17	Low Estate Rd # 119	Male: Age 43	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
18	Low Estate Rd # 127	Female: Age 54	3- Bedroom Apartment	3 - Status: tenant, husband and child	Package 3	\$800+storage
19	Low Estate Rd # 131	Female: Age 39	3- Bedroom Apartment	3 – Status: tenant and 2 kids	Package 3	\$800+storage
20	Low Estate Rd # 133	Female: Age 43	2-Bedroom Apartment	2 – Status: tenant and 1 kid	Package 2	\$650+ storage

Case #	Address	Name	Type Unit	Household no. persons	Package	Cost
21	Low Estate Rd # 135	Female: Age 53	3- Bedroom Apartment	3 – Status: tenant and 2 kids	Package 3	\$800+storage
22	Low Estate Rd # 137	Female: Age 61	1- Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
23	Low Estate Rd # 141	Female: Age 56	2-Bedroom Apartment	4 – Status: tenant, partner & 2 kids	Package 3	\$950+storage
24	Low Estate Rd # 143	Female: Age 45	2-Bedroom Apartment	2 – Status: tenant and 1 kid	Package 2	\$650+ storage
25	Low Estate Rd # 145	Male: Age 56	2-Bedroom Apartment	2 - Status: tenant and 1 kid	Package 2	\$650+ storage
26	Low Estate Rd # 147	Female: Age 68	2-Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
27	Low Estate Rd # 149	Female: Age 43	2-Bedroom Apartment	2 - Status: tenant and partner	Package 2	\$650+ storage
28	Low Estate Rd # 151	Female: Age 77	2-Bedroom Apartment	2 - Status: tenant and 1 kid	Package 2	\$650+ storage
29	Low Estate Rd # 155	Female: Age 45	2-Bedroom Apartment	3 - Status: tenant, adult kid and grandkids	Package 3	\$800+storage
30	Low Estate Rd # 157	Female: Age 60	2-Bedroom Apartment	2 - Status: tenant and 1adult kid	Package 2	\$650+ storage
31	Low Estate Rd # 163	Female: Age 78	2-Bedroom Apartment	1 - Status; Lives alone	Package 1	\$500+ storage
32	Low Estate Rd # 169	Female: Age 64	3- Bedroom Apartment	3 - Status: tenant, adult kid and grandkids	Package 3	\$800+storage

F. Impact Assessment

The main impact on the beneficiaries of the activity is related to temporary relocation. The initial plan of SMHDF was to permanently relocate the tenants of the high-rise towers to other units under the management of SMHDF. For the tenants to qualify for the relocation, certain factors were taken into account such as, family composition and income status. For example, a family with one or more children residing in a one (1) bedroom unit will require a bigger unit. SMHDF will then offer this family the option to permanently move to a bigger unit befitting their family composition and affordability. Some of these families are on pension and some are without a job, thus they will not be able to afford the permanent relocation considering this will include new deposits and higher rents. The relocations are optional and only concluded if lessee agrees with the offer. Relocating the tenants will then vacate the High-Rise units and lessen the quantity of tenants that will need to be temporarily relocated during the reconstruction.

The temporary relocation will entail that they be moved from one unit to another, with all their personal possessions, prior to and during the reconstruction, and then back to the newly reconstructed unit upon completion, which can be a tedious exercise to all parties. SMHDF intends on making this part of the project as smooth as possible. The Sint Maarten Housing Development Foundation will be responsible.

Relocations, temporary or permanent, can be difficult for some tenants and may cause mental distress to some of the families, especially considering that they have been living in these homes for a long time and are moving due to matters beyond their control. For families with children, the temporary relocation should not disrupt school attendance considering that the proximity to schools from the various districts on Sint Maarten are not of great distance if compared. Once the temporary location has been identified, SMHDF will ensure to provide the families with public transportation schedules to mitigate any possible school disruption.

The temporary relocation process will entail:

1. Notice for temporary relocation to be given 1 month prior to commencement
2. Finalization of compensation benefits
3. Sign agreement for Voluntary Temporary relocation agreement
4. Assist⁴ tenant with relocation (upon start of project)
5. Assist tenant with relocation to initial unit (upon completion of project)

During the final one-on-one consultation, we identified 4 tenants that needed more hands-on assistance due to their mobility challenges. These tenants were then considered “Extra Vulnerable” as they were not able to physically pack their belongings for the temporary relocation and wouldn’t be able to unpack either upon returning to the apartment. As the tenants were unable to vacate the apartment independently, we assisted with packing their belongings in order to meet the scheduled date for start of works.

To avoid liability on the project team, it was recommended to use a moving company for packing/unpacking. This additional assistance will only be extended to the Extra Vulnerable tenants, referred to in the census as Case #1 (double amputee and blind), #14 (difficult walking and standing), #15 (severe arthritis) and #31 (difficult walking and standing).

We estimate it will take about 2 days for each apartment. As we will be using movers for the school repair program, we propose to amend this contract to add these services.

⁴ Assist refers to providing the tenants with the necessary resources to complete the move such as but not limited to providing manpower to move personal belongings as well as ensuring financial security for the costs related to the temporary location during the reconstruction.

G. Survey Findings

At the current moment, majority of the tenants have been in consultation with SMHDF for their temporary relocation. Records are kept in the form of sign in sheets during meetings and acceptance or declination of offers for the permanent relocations. Other records are in the form of communication via email. Their positive willingness brings a sense of ease to this project.

The consultation included notices sent to each tenant to establish family composition. A meeting has taken place on September 17, 2019, to inform them in as much detail as possible what the project plans, length of the project and temporary or permanent relocation. The meeting was headed by Maria Richardson, Head of Housing Services Department along with Rosanna Phillips, Customer Service Rep. The main concern of the tenants was whether the repairs would last 3 months and what will happen should it exceed that time. One tenant had a concern about where he is being relocated due to his nature of work and that is being taken into consideration. Most tenants that require the relocation attended the meeting to the exception of two tenants. The consultative process included:

1. The initial notice
2. A call for a meeting
3. One on one meetings (if necessary)

Those that have not responded will be sent other notices with a deadline for them to respond. However, in the meantime, the information from the file has been taken to establish family composition. The tenants will be called once the project is ready to commence and we are closer to the start date, as a reminder, and that they can start to prepare for the temporary relocation. The anticipated start date is currently unknown. This information will be provided by NRPB personnel. Annex 2 gives an overview of the correspondences to tenants (1st notice, 2nd notice and 3rd notice)

H. Responsible Agency

The entity responsible for the relocation is the Sint Maarten Housing Development Foundation in collaboration with the NRPB.

Table 3: Project Timeline

Timeline	Activity	Responsible	Comments
March/ April	Social Assessment 49 units	Team 1 social assessor (SMHDF)	Depending on timely procurement Assessment consists of: 1. Call 2. House visit: - Verification documents - Assessment situation household - Information ARAP 3. Advice eligibility and follow up actions (referrals/provide alternative housing)
May-June	Finalize list eligible beneficiaries	SMHDF	The final listing will be sent to NRPB/WB for no objection.
November / December	Relocation Phase 1, Building 1	Activity Manager (SHMDF)/NRPB	Information lump sum Grievance redress mechanism Signing documentation Payout
November / December	Provide alternative housing for most vulnerable in Phase 1	Activity Manager (SHMDF)/NRPB	
Expected January 2022	Work start Phase 1, Building 1	NRPB	See Workplan for Building 2-7 (See Table 4)
Expected April / May 2022	Expected return date Phase 1, Building 1	Activity Manager (SHMDF)/NRPB	Building A-E has a timeline of 4 months and building F a timeline of 7 months. (See Table 4)

Table 4: Workplan

		Buildings					
		A	B	C	D	E	F
Months							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Having the workplan and census, the below budget estimate has been established, see table 5. It is important to take note that SMHDF is still in the process of permanently relocating the tenants to other units within our various projects prior to the start of the reconstruction project, therefore, the census information is subject to change.

I. Source of Budget and Cost Estimate

The below budget (Table 5) was established based on the family composition per unit. The packages as outlined in Table 1 have been allocated to each unit resulting in the below budget. It is estimated that the project should last an average of 4 months for completion as per the tender document for the repairs of the SMHDF apartments in Belvedere, however the budget was allocated for a period of 5 months, based on the requirement to have the units vacant in preparation for the start of works.

Table 5: Budget (USD)

Package	Package cost	Number	Total
Package 1	Rent allowance \$2,500 & storage allowance \$3,000 + \$150 moving costs (Total \$5,650*14 + \$7,850*3)	17	\$102,650.00 Based on 5 months' (Bldg F - 7 months') rent and storage allowance plus \$150 moving costs
Package 2	Rent allowance \$3,250 & storage allowance \$3,000 + \$150 moving costs (Total \$6,400*3 + \$8900*6)	9	\$72,600.00 Based on 5 months' (Bldg F - 7 months') rent and storage allowance plus \$150 moving costs
Package 3	Rent allowance \$5,600 & storage allowance \$4,200 + \$150 moving costs (Total \$9,950*6)	6	\$59,700.00 Based on 7 months' rent and storage allowance plus \$150 moving costs
Package 4	Rent allowance \$4,750 & storage allowance \$3,000 + \$150 moving costs (Total \$7,900)	0	
Vulnerable	Rent allowance \$5,000 & storage allowance \$3,000 + \$150 moving costs (Total \$8,150)	0	
Extra-Vulnerable	Moving costs (unpacking household items) \$150 per cubic meter (est. 10 cu mtr per apartment)	4	\$28,600
Grand Total			USD 263,550.00

J. Grievance Redress Mechanism

The Sint Maarten Housing Development Foundation will use the GRM's as per the guideline of the World Bank. Grievance redress mechanisms (GRMs) can be an effective tool for early identification, assessment, and resolution of complaints on projects. The World Bank is committed to enhancing opportunities for grievance redress, collaborative problem solving, and alternative dispute resolution on the projects it supports (World Bank. 2014).

SMHDF will only address the temporary relocation complaints and all other complaints will be handled through NRPB's GRM.

The SMHDF grievance process related to temporary relocation is based upon the premise that:

1. Stakeholders are free to raise their concerns to relevant representatives at no cost or threat of any negative repercussions;
2. Concerns arising from project implementation are adequately addressed in a timely and respectful manner; and
3. Participation in the grievance process does not preclude pursuit of legal remedies under the laws of the country.

Tenants who have been temporary relocated are free to raise grievances as it relates to the relocation. The SMHDF anticipates there to be grievances about the size and area of the location, as well as complaints regarding duration, only should the project be prolonged pass the estimated completion time. The SMHDF has established steps to handling any and all grievances below:

Step 1: Grievances related to temporary relocation will be communicated to the Housing Services Department via the Customer Service Representative (CRS) located at the office of SMHDF via the following address: Belvedere Road #2, Belvedere Estate, SXM, P.O. Box 5202, Sint Maarten or via email address: rphilips@smhdf.org.

Step 2: A copy of the complaint will be given to the tenant as proof of registered complaint within 24 hours, after it has been perused and signed off by the Department Head. The GRM database in excel will be kept with all complaints to be handled. The database will include the date, name of the complainant and the complaint. It will also include all other aspects for the steps 3-6.

Step 3: During the assessment of the complaint, an investigation will take place to verify accuracy of the complaint by the CRS. Depending on the complaint, a visit may be required to take place to the location. If it does not require a visit, phone calls will be made. After the investigation has taken place, a follow up with the tenant will be conducted.

Step 4: A solution will be sought by the investigating personnel and the department head, depending on the complaint's severity and based on the findings. Severity is anything that is affecting the tenant's health and safety. Those matters will be given priority. If the complaint is beyond predetermined criteria established to handle complaints, then the complaint will be presented to managing board in the form of a report with all above mentioned factors. Predetermined are all matters agreed to in writing and signed off by the tenants and SMHDF.

Step 5: The opportunity will be given to the tenant to express their satisfaction towards how the complaint was handled and the solution implemented. This will be done through a survey. Once the tenants are satisfied, the complaint will be considered solved and closed. Should there not be any satisfaction, then the matter will be handled further by management. Management will receive the report as mentioned in step 4. The decision that will be taken will be based on its merits. There will be matters that will have no solution other than an apology, for example, prolongation of the project. In cases such as additional costs related to the project, a decision will be taken. The decision will be based on whether the matter was a result of the lack of efficiency on the behalf of SMHDF or whether the tenant's e.g. unavailability on the moving days caused the additional costs.

Step 6: All documentation should be kept in the database. Every step, discussion, resolution suggestion etc. related to the complaint. To ensure the proper protection of data, SMHDF will do the following:

- SMHDF intends on conducting a meeting with the employees to ensure awareness for data protection.
- SMHDF will ensure that the tenants provide consent for collecting their data and will also enable the tenants the ability to request access to their data.
- Record will be kept of the consent and requests of the tenants.

All other complaints can be addressed to:

National Recovery Program Bureau

#57 Walter A. Nisbeth Road

Philipsburg

Sint Maarten

Telephone Number: NRPB: +1(721) 542-8886/7

[Complaints-procedure-NRPB.pdf \(nrpbsxm.org\)](https://www.nrpbsxm.org/Complaints-procedure-NRPB.pdf)

K. Monitoring/Follow up Activities

Once the reconstruction start date has been set, a follow up in house information session will be done with the tenants to ensure a smooth transition.

L. Evaluation

Prior to, during and after the project has started and been completed, The Sint Maarten Housing Development Foundation will maintain contact with the tenants to ensure that the move to and from the location of their choice is successful. Any incidents will be addressed as per point J of this document. Upon return to their unit, SMHDF will follow up to certify that the unit is without faults such as windows and doors function adequately, bathroom and kitchen functions etc and any other issues that may arise.

Annex 1: Compensation Agreement for Temporary Relocation
(Draft- under legal review)

COMPENSATION AGREEMENT

FOR

TEMPORARY RELOCATION FOR RENOVATIONS

(hereinafter called the “Compensation Agreement”)

Contract No. [number]

Between

The National Recovery Program Bureau

The Sint Maarten Housing Development Foundation (the “Lessor”)

and

[NAME] *(the “Lessee”)*

Dated: **[DATE]**, 2021

THE UNDERSIGNED:

I. The National Recovery Program Bureau, an independent administrative agency, established by the Country Sint Maarten, for the purpose of implementing projects financed under the hurricane Irma Recovery, Reconstruction and Resilience Trust Fund;

II. The Sint Maarten Housing Development Foundation (the “Lessor”), a foundation organized and existing under the laws of St. Maarten and having its registered office at Belvedere Road #2, Belvedere, St. Maarten;

and

III. [NAME] (the “Lessee”) born on [DATE] and residing at the social home located at [ADDRESS], Belvedere, on St. Maarten (the “damaged leased property”).

WHEREAS:

- A. The damage to the leased property is caused by hurricanes Irma (and Maria);*
- B. On the request of the Country Sint Maarten, the NRPB has received a grant from the World Bank (“Bank”) for the implementation of Sint Maarten Emergency Recovery Project [PROJECT] (“Project”), as defined in Grant Agreement No. TF0A8079 entered into on July 11, 2018] (“Grant Agreement”);*
- C. Part of the grant is designated to renovate damaged social homes;*
- D. The Country Sint Maarten has approved a home repair program to assist with the repairs of social homes;*
- E. The Country Sint Maarten has authorized the NRPB by the proxy in Annex A to implement the home repair program;*
- F. The NRPB wishes to renovate the building the Lessee is residing at;*
- G. During the renovations the Lessee has got to relocate temporarily to another location of his or her choosing;*
- H. Pursuant to article 7:220 paragraph 2 of the Civil Code of Sint Maarten the Lessee must allow the renovation of the leased property if the Lessor makes the Lessee a reasonable offer taking into account the interests of Lessor and Lessee;*
- I. The Lessor wishes to make the Lessee such a reasonable offer (with the help of the NRPB) by offering a cash compensation to cover the costs of the temporary relocation, including but not limited to costs of moving and storage of belongings;*

- J. *The NRPB wishes to pay the cash compensation (also on behalf of Lessor) pursuant to the applicable policy of the World Bank to offer compensation for temporary resettlement;*
- K. *On the basis of the foregoing, the NRPB, the Lessor and the Lessee have agreed to enter into this Compensation Agreement under the following terms and conditions;*

HEREBY AGREE AS FOLLOWS:

ARTICLE 1

COMPENSATION PACKAGE

- 1.1. *The Lessor offers the Lessee a cash compensation as described in the compensation package in Annex A (the "Compensation") under the following conditions: (i) that Lessee cooperates with the temporary relocation and (ii) complies with his or her obligations under this Compensation Agreement.*
- 1.2. *The Lessor agrees that the Lessee shall not pay rent during the temporary resettlement caused by the renovations.*
- 1.3. *The Lessee accepts the Compensation and agrees to relocate during the renovation and to the other conditions in this Compensation Agreement.*

ARTICLE 2

OBLIGATIONS OF THE LESSEE

- 2.1. *The Lessee shall vacate the damaged leased property one week prior to the start date of the works, after the Lessee has received the Compensation. The Lessee warrants that all household members shall vacate the damaged leased property as well. The NRPB shall notify the Lessee of the start date of the works at least two weeks in advance. The Lessor will not be responsible or liable for any damage to the Lessee's property and/or the property of Lessee's servants, and/or visitors, due to the renovation or caused during the execution of the renovation (see article 2.2. of the lease agreement). Any goods which, after resettlement, are left behind by the Lessee at the damaged leased property, shall be deemed to have been given up by the Lessee to the Lessor, and the latter shall have the free disposal of these goods as its own property, without being required to give any compensation for them to the Lessee, or being required to account for them in whatever respect.*
- 2.2. *The Lessee will not visit the damaged leased property during the entire period of the renovation without prior approval of Lessor and the NRPB and will in any case not be present on the worksite while the renovation is being executed.*
- 2.3. *The Lessee will not store any valuables, construction materials, equipment or other items in or around the damaged leased premises for the entire period of the renovation unless with prior approval of Lessor and the NRPB.*

- 2.4. *In the event of a breach of one of the obligations in this article 2, the Lessee shall be liable to the NRPB and Lessor for an immediately due and payable penalty of USD 250.00, without prejudice to any other rights provided for by law or under this agreement.*

ARTICLE 3

OBLIGATIONS OF THE LESSOR AND THE NRPB

- 3.1. *The NRPB shall pay the Compensation directly to Lessee (also on behalf of Lessor) for disturbance caused by the relocation during the renovation to the damaged leased premises on the basis of the Compensation, as specified in Annex A of this Compensation Agreement.*
- 3.2. *The NRPB is committed to carrying out the renovation to the damaged leased premises in accordance with the Grant Agreement and this Compensation Agreement.*
- 3.3. *The Lessor warrants that the Lessee can return to a renovated apartment once the renovations are completed. The monthly rental fee is based on the type of unit the tenant will receive dependent on their household makeup.*
- 3.4. *The NRPB agrees to resolve, the Grievance Redress Mechanism, as described in article 8 and **Annex B** of this Compensation Agreement.*

ARTICLE 4

FINAL DISCHARGE

- 4.1. *By signing this Compensation Agreement or accepting the Compensation payment the Lessee explicitly declares that, except for what has been agreed to in this Compensation Agreement, he or she does not have any other (monetary) claim on the Lessor, and the NRPB with regard to the use of the property on the Premises or otherwise and the Lessee therefore grants the Lessor, and the NRPB full and final discharge.*

ARTICLE 5

CONFIDENTIALITY AND PROMOTION

- 5.1. *The NRPB, the Lessor and the Lessee undertake to keep confidential and refrain from disclosing, in any way, matters with respect to confidential and/or personal information about one or more of the parties to this Compensation Agreement.*
- 5.2. *The Lessee will not harm the good reputation of or make negative statements about the Lessee and the NRPB.*
- 5.3. *The Lessee shall treat this Compensation Agreement as strictly confidential and shall not disclose its contents to any third parties, whether directly or indirectly, in any form or manner whatsoever, unless there is a statutory obligation to disclose information.*

ARTICLE 6

EFFECTIVENESS

- 6.1. *This Compensation Agreement will be signed by the authorized representatives of the NRPB, the Lessor and the Lessee and shall come into force and effect on the date upon which it is signed by the third and final signature.*

ARTICLE 7

MISCELLANEOUS

- 7.1. *This Compensation Agreement is a settlement agreement (in Dutch: “vaststellingsovereenkomst”) in the sense of article 7:900 of the Civil Code of St. Maarten.*
- 7.2. *Amendments of this Compensation Agreement shall only be valid if recorded in a dated document signed by or on behalf of parties.*
- 7.3. *No provision of this Compensation Agreement infringes upon or violates in any way the rights of Lessor, the NRPB that it exercises or could exercise under the laws of Sint Maarten.*
- 7.4. *Any notice, request or agreement of the parties with respect to this agreement shall be in writing and the parties shall notify each other immediately.*

For the purposes of this paragraph the addresses so specified are:

For the NRPB

Activity Manager Home Repair Program, Mrs. Ursel Biabiany-Gumbs,
57 Walter Nisbeth Rd, Philipsburg, Sint Maarten

For the Lessor

[xxx]

For the Lessee

[xxx]

- 7.5. *No variation, amendment, modification, supplement, deletion or replacement to this Compensation Agreement shall be valid unless it is agreed upon in writing and signed by the NRPB, the Lessor and the Lessee.*
- 7.6. *Parties explicitly waive their rights to dissolve, nullify or annul this Compensation Agreement in any way.*

ARTICLE 8

GRIEVANCE REDRESS MECHANISM

- 8.1. *In case the Lessee has complaints regarding the project **Annex B** describes the Grievance Redress Mechanism (complaint procedure).*
- 8.2. *The Lessee is also free to utilize the World Bank Grievance Redress Services at <https://policies.worldbank.org>.*

ARTICLE 9

APPLICABLE LAW AND COMPETENT COURT

- 9.1. *This Compensation Agreement shall be governed by the laws of Sint Maarten.*
- 9.2. *Any and all disputes which may arise from or in connection with this Compensation Agreement that cannot be amicably settled through the Grievance Redress Mechanism or by negotiations between the parties shall be submitted to the competent court in St. Maarten.*

IN WITNESS WHEREOF, the NRPB, the Lessor and Lessee, acting at their own accord, or through their duly authorized representatives, have caused this Compensation Agreement signed in their respective names in Philipsburg, Sint Maarten as of the specified day [DATE].

This Compensation Agreement is executed in three copies, each of which shall be an original.

The National Recovery Program Bureau

Mr. Claret Connor

Director Signature

The Sint Maarten Housing Development Foundation

[NAME LESSEE]

Lessor Signature

Lessee Signature



Date: Thursday 1st, March 2018
Concerning: Relocation Letter (**1st Notice**)

Johnson, Henry
Low Estate #125
Belvedere
St. Maarten, N.A.

Dear Valuable Tenant(s)

The St. Maarten Housing Development Foundation would like to inform you that roof repairs for your block will commence soon. Considering that the repairs will be extensive, you and your family will not be able to stay in the unit during these repairs.

For that reason, the St. Maarten Housing Development Foundation will be offering you a [temporary relocation](#) until the needed repairs are completed.

Deadline to submit the documents: **Friday 16th March 2018**

We kindly request you to visit our office and ask for one of our Customer Service Representatives, Ms. Rosanna Phillips or Mrs. Midland Salomon to discuss your family composition for the relocation.

Thanking you for your understanding and cooperation in this matter,

Sincerely,

Ms. Maria Richardson
Housing Services & General Affairs Department Head

Belvedere Road # 2, Belvedere - P.O. Box 52002, St. Maarten
Tel: +1 (721) 54-71062/63 - Fax: +1(721) 54-71069
Email: smhdf@sintmaarten.net
Email: smhdf@sintmaarten.net Email: smhdf@sintmaarten.net



Date: Tuesday August 28, 2018
Our reference.: wz/fin/08/28/226
Concerning: Relocation Letter (**2nd Notice**)

Glasgow, Shirlene L.
Happy Estate Road #76
Belvedere
St. Maarten, N.A.

Dear Valuable Tenant(s)

The St. Maarten Housing Development Foundation would like to inform you that roof repairs for your block will commence soon. Considering that the repairs will be extensive, you and your family will not be able to stay in the unit during these repairs.

For that reason, the St. Maarten Housing Development Foundation will be offering you a [temporary relocation](#) until the needed repairs are completed.

Deadline to submit the documents: **Monday 3rd, September 2018**

We kindly request you to visit our office and ask for one of our Customer Service Representatives, **Ms. Rosanna Phillips** or **Mrs. Midland Salomon** to discuss your family composition for the relocation.

Thanking you for your understanding and cooperation in this matter,

Sincerely,

Ms. Maria Richardson
Housing Services & General Affairs Department Head

Belvedere Road # 2, Belvedere - P.O. Box 5202, St. Maarten
Tel: +1 (721) 54-71062/63 - Fax: +1(721) 54-71069
Email: smhdf@sintmaarten.net
Email: smhdf@sintmaarten.net Email: smhdf@sintmaarten.net



COPY

Date: Thursday October 21, 2021
Concerning: Repairs to High rise units/ Temporary relocation

Irvin Morris
Low Estate Road # 63
Belvedere
St. Maarten, N.A.

Dear Valuable Tenant

The St. Maarten Housing Development Foundation would like to inform you that repairs for your block will commence soon. Considering that the repairs will be extensive, you and your family will not be able to stay in the unit during these repairs.

For that reason, the St. Maarten Housing Development Foundation would hereby like to invite you to a very important meeting to discuss amongst other things, temporary relocation until the needed repairs are completed. This meeting will be held on,

Date: **Wednesday October 27th, 2021**
Time: 3:00 pm
Place: SMHDF Conference room

We kindly request your audience at this very informative meeting.

Thanking you for your understanding and cooperation in this matter,

Sincerely,



Managing Board SMHDF

Belvedere Building, Hevelink, PO Box 395, St. Maarten
Tel: (721) 437-0700, Fax: (721) 437-0000
Email: smhdf@smhdf.com
www.belvedere.com