

# Second Unit Incentive Program: Halifax Water Fees Grant

## Program Description

**THIS APPLICATION MUST BE SUBMITTED TO HRM NO LATER THAN**

**MAY 31, 2026, 11:59 P.M.**

The Halifax Water Fees Grant program (the “**Program**”) is intended to assist individual property owners with certain charges and costs associated with constructing a second unit (a “**Second Unit**”) on their property of primary residence. A Second Unit means either a secondary suite or backyard suite as defined by the applicable land use by-law, or the second dwelling unit created by converting a single-unit dwelling to a two-unit dwelling.

More specifically, this program is intended to provide financial assistance to successful applicants to the Program to assist in addressing the costs associated with the Halifax Water Regional Development Charges when constructing a second unit, and, if applicable, the cost for one inspection fee associated with constructing a Second Unit.

The Program is governed by HRM’s Administrative Order [2025-001-ADM Respecting Grants for Second Units] (the “**Administrative Order**”). The Administrative Order sets forth eligibility criteria for the Program, details eligible and ineligible costs and expenses, reviews how applications will be assessed by HRM and sets forth how any financial contributions may be distributed to successful applicants and how those funds are to be repaid to HRM. The Administrative Order can be viewed on [Halifax.ca](https://www.halifax.ca). Applicants must read the Administrative Order for a complete description of the Program’s requirements.

The Program requires construction of the Second Unit to be complete no later than October 11<sup>th</sup>, 2026. By this date, Applicants must have applied for an occupancy certificate for the Second Unit and confirm that the construction is complete. Applicants must not use the Second Unit as a short-term rental (such as an Airbnb) for 5 years from receiving an occupancy certificate, and HRM will not provide the zoning confirmation letter required for short-term rental registration during this 5-year period.

Applicants must apply with an approved building permit and the building permit must detail the Halifax Water Regional Development Charges the applicant has paid to Halifax Water. If approved, a successful applicant will receive one financial contribution (the “**Grant**”) which will

be equal to the development charges the applicant is required to pay to Halifax Water. If constructing a backyard suite, \$150 will be included to cover the Halifax Water inspection fee.

The following application must be completed and submitted to HRM **NO LATER THAN MAY 31, 2026, 11:59 P.M.** HRM may seek further clarifying information from the applicant at any time.

The terms and conditions associated with the Program, and to which the applicant must agree, are set out in this document, in Appendix 1.

## Applicant Information

|  |        |
|--|--------|
| Civic address of property:               |        |
| Name of applicant:                       |        |
| Applicant mailing address:               |        |
| Home phone:                              | Email: |
| Alternate phone:                         |        |
| Names of all additional property owners: |        |
| Building permit application #:           |        |

|  |  |
|--|--|
| I confirm that I am the owner of this property and am up to date on all the property taxes                                     |  |
| I confirm that this property is my primary residence   |  |
| I confirm that I have not received previous funding from this program for the same property                                    |  |
| I confirm that I have read and agree to the provisions of Administrative Order 2025-001-ADM Respecting Grants for Second Units |  |
| I confirm I have read and agree to the terms and conditions of the Grant Agreement   |  |

## Grant Amount

Please provide your Building Permit number. Further information required for this application is attached to your Building Permit which is stored in HRM's online Permitting, Planning, Licensing, & Compliance system.

|   |       |
|---|-------|
| HRM Building Permit Number  |       |
| Amount for Halifax Water Regional Development Charge  | \$    |
| Amount for Wastewater Regional Development Charge   | \$    |
| Confirmation of payment for the inspection fee (backyard suites only)   | \$150 |
| Total amount requested  | \$    |
| Applicant signature:<br><br>_____   | Date: |
| Consent and signature of all other owners of the property for the grant<br><br>Name:<br><br>Signature:<br><br>_____<br><br>Name:<br><br>Signature:<br><br>_____ | Date: |

**Please read the following terms and conditions and sign in the space provided, committing to the terms of the grant.**

## Appendix 1

### Terms and Conditions of the Grant Agreement (collectively the “Agreement”)

1. The Agreement is subject to the Administrative Order 2025-001-ADM Respecting Grants for Second Units (the “**Administrative Order**”). Should there be any discrepancy between the terms and conditions of the Agreement and the provisions of the Administrative Order, the Administrative Order shall take precedence.
2. The person making an application to HRM to receive a financial contribution (the “**Grant**”) is the recipient (the “**Recipient**”). The Grant shall be provided to the Recipient in the form of a refund to the recipient through HRM’s online Permitting, Planning, Licensing, and Compliance system. The Grant may only be used in support of the Recipient’s construction of a secondary suite or backyard suite as defined by the applicable land use by-law, or the second dwelling unit created by converting a single-unit dwelling to a two-unit dwelling (collectively a “**Second Unit**”). The construction of a Second Unit by the Recipient is the project (the “**Project**”). More specifically, the Grant will be equal to the difference between the Halifax Water Development Charges for the single unit and the multi-unit (i.e. including the Second Unit). If the Recipient is constructing a backyard suite as the Second Unit, the Grant may also include the cost of the Halifax Water inspection fee for that Second Unit. If the applicant requires a second Halifax Water inspection for the Second Unit, the second inspection will not be an eligible expense to which a Grant may be made. The maximum Grant that may be provided shall be, for a second unit that is a backyard suite, \$2,912.96 per application, or for any other second unit, \$2,762.96 per application.
3. The Recipient represents and warrants to HRM that that Recipient is the owner of the property where the Second Unit will be constructed, and the property is the Recipient’s primary residence. Additionally, to be a Project which is eligible to receive a Grant, the property must be located within the Urban Service Area as shown on Schedule B of the *Regional Subdivision By-law*. HRM will determine if the property is within the Urban Service Boundary.
4. Eligible costs for the Project are limited to the actual costs associated with Halifax Regional Water Commission’s water and wastewater regional development charges and, if applicable, the Halifax Water inspection fees associated with the construction of the Second Unit. Recipient shall make inquiries of HRM if Recipient is unsure if the Grant may be apportioned to a certain expense or activity.
5. Any payment of all or a portion of the Grant to be made to Recipient is subject to there being an appropriation by HRM for the fiscal year in which the payment is to be made. If HRM’s appropriation is changed or if funds are not available for any other reason, the Grant may be reduced or withheld, either temporarily or permanently, as determined solely by HRM. If the Grant is to be reduced or withheld in any manner, HRM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.
6. Recipient shall use the Grant only for the Project and the eligible costs associated with the Project that are set forth in this Agreement and in Administrative Order.

7. Prior to HRM's disbursement of any portion of the Grant, Recipient shall provide all of the following to HRM, for HRM's evaluation and acceptance:
  - (i) an approved building permit;
  - (ii) if applicable, proof of the Halifax Water Regional Development Charge payment; and
  - (iii) if applicable, proof of payment of the fees associated with the inspection of the Project's connection to Halifax Water's water system, wastewater system, on-site well, or/and on-site sewage disposal system.
8. Unless written permission is provided by HRM to Recipient stating otherwise, the Recipient shall complete the Project, and shall have expended all of the Grant it received, by October 11, 2026.
9. Recipient shall submit, no later than October 11, 2026, an application for an occupancy permit, demonstrating all work associated with the Project has been completed.
10. The Grant represents HRM's complete financial commitment to Recipient under this Agreement, and HRM will not be obligated to provide any supplemental or incremental funding to Recipient.
11. HRM is not a guarantor of Recipient or the Project and in no event will HRM be liable for any direct, indirect, consequential, exemplary or punitive damages in relation to any aspect of the Project or the ongoing operations of Recipient, regardless of the form of action, whether in contract, tort (including negligence) or otherwise.
12. Recipient will at all times indemnify and save harmless HRM, its Mayor, Councillors, officers, servants, employees, volunteers or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings in relation to these terms and conditions, the Project, or the operation of Recipient, which may be brought against or made upon HRM, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner, based upon, caused by, resulting from, arising out of or occasioned by:
  - (a) HRM's provision of the Grant;
  - (b) Recipient's performance or non-performance of its obligations as set forth in these terms and conditions or any performance or non-performance of any aspect of the Project;
  - (c) any injury to any person, including, but not limited to, death, economic loss or any infringement of rights that the person may suffer or incur by participating in the Project;
  - (d) any damage to or loss or destruction of property of any person; or
  - (e) any obligation of any person, including, but not limited to, any obligation arising from a loan, or other long-term obligation.

13. Recipient shall be solely responsible for obtaining all applicable registrations, permits, licence agreements or similar arrangements and insurance which may be required by Recipient in order to implement or operate the Project and shall not use any portion of the Grant for these obligations.
14. Recipient shall ensure that all aspects of the Project meet all applicable municipal, provincial and federal laws, including, but not limited to, by-laws and regulations.
15. Recipient will not transfer or assign its rights or obligations as set forth in these terms and conditions, or as contemplated in the Project, without the prior written consent of HRM. Any attempt by Recipient to assign any of its rights, duties or obligations without HRM's express written consent is void.
16. Recipient agrees that it is the Recipient's sole responsibility to obtain any insurance requirements that are required for the Project. Recipient acknowledges and agrees that
  - (i) HRM does not provide any type of accident, health, workers compensation, liability or property (including theft) insurance coverage for the Recipient, any of its sub-contractors, or their property, during the fulfilment of their obligations under this Agreement; and,
  - (ii) HRM will not be liable for any loss or damage, as set forth in Section 12 above.
17. Recipient is solely responsible to pay contractors directly, promptly and in accordance with contractors' invoice terms and conditions and HRM shall not be liable for fees or charges associated with the Recipient's late payments to contractors.
18. HRM and Recipient are contractors independent of one another, and neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth in this Agreement. This Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between HRM and Recipient. To the extent that the term "partner" or "partnership" may be utilized in this Agreement or in describing the relationship between HRM and Recipient, such terms shall be utilized merely to convey the anticipated spirit of cooperation between HRM and Recipient and is in no way intended to establish joint and several liability, fiduciary duties, or other implications of the legal term of "partner."
19. If Recipient has:
  - (i) failed to complete the Project by October 11, 2026; or,
  - (ii) uses the Second Unit, or causes the Second Unit to be used, as a short-term rental, as defined in the Administrative Order, for a period of 5 years commencing on the date an occupancy permit is issued by HRM,

then in each case the Recipient shall immediately repay to HRM the full amount of the Grant, plus interest, that was paid to the Recipient by HRM.

20. This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia.
21. This document may be signed electronically. The parties agree that signatures transmitted and received via electronic transmission shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against all parties.

**[signature page follows]**

Recipient accepts all of the above terms and conditions.

**[Insert full, legal name of Recipient]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name (Print): \_\_\_\_\_

**[Insert full, legal name of Recipient]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name (Print): \_\_\_\_\_