

Agenda Including Addeds

Community and Protective Services Committee

15th Meeting of the Community and Protective Services Committee

October 4, 2023

4:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, Mayor J. Morgan

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact CPSC@london.ca or 519-661-2489 ext. 2425.

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6.3 *(ADDED) Personal Matters / Identifiable Individuals*

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Sports" Category.

7. Adjournment

Animal Welfare Community Advisory Committee

Report

The 9th Meeting of the Animal Welfare Community Advisory Committee
September 7, 2023

Attendance W. Brown (Chair), M. Blosch, K. Coulter, A. Hames, N. Karsch, G. Leckie, S. Ryall and K. Mason (Committee Clerk)

ABSENT: H. Duhamel, M. Toplack

ALSO PRESENT: W. Jeffery, C. Maton, M. McBride, E. Skalski

The meeting was called to order at 3:04 PM; it being noted that W. Brown, K. Coulter, A. Hames, N. Karsch, G. Leckie and S. Ryall were in remote attendance.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 ReThink Zoning Project Update

That it BE NOTED that the presentation, as appended to the added agenda, from C. Maton, Senior Planner, Planning Implementation, with respect to the ReThink Zoning Project Update, was received; it being noted that the Animal Welfare Community Advisory Committee held a general discussion regarding this matter.

3. Consent

3.1 The 8th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the 8th Report of the Animal Welfare Community Advisory Committee, from its meeting held on August 3, 2023, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 REQUEST FOR DELEGATION STATUS - A. McLean - Canadian Geese

That the matter of issues related to Canadian Geese BE DEFERRED to the next Animal Welfare Community Advisory Committee sub-committee meeting for review;

it being noted that the delegation request from A. McLean was received with respect to this matter.

5.2 Clear Your Gear Update

That the Clear Your Gear Update BE DEFERRED to the next Animal Welfare Community Advisory Committee (AWCAC) meeting; it being noted that the AWCAC heard a verbal update from K. Mason regarding this matter.

5.3 Firework By-law Update

That it BE NOTED that the Animal Welfare Community Advisory Committee (AWCAC) heard a verbal update from M. Blosch with respect to the fireworks by-law; it being noted that the AWCAC held a general discussion with respect to this matter.

5.4 2023 Budget Planning - Available Funds

That the 2023 Budget Planning, BE DEFERRED to the next Animal Welfare Community Advisory Committee (AWCAC) meeting.

6. Adjournment

The meeting adjourned at 4:58 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and
Community-Wide Services

Subject: Capital Needs at City of London Golf Courses

Date: October 4, 2023

Recommendation

That on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services:

- a) the Recreation and Sport Division, Neighbourhood and Community-Wide Services **BE AUTHORIZED** to draw from the Golf Course Reserve Fund to complete required capital needs;
- b) the funding **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix "A"; and,
- c) Civic Administration **BE AUTHORIZED** to undertake all actions necessary to complete required capital needs.

Executive Summary

This report seeks Council approval to draw from the Golf Course Reserve Fund in the amount of \$1,625,000 to complete required capital needs at City of London owned golf courses.

Linkage to the Corporate Strategic Plan

The Capital Needs at City of London Golf Courses report is aligned with the following strategic area of focus in the City of London Strategic Plan (2023-2027):

- Well Run City, under the outcome London is a leader in public service, with the expected result, the City of London has effective facilities and infrastructure management.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [City of London Service Review: Recommended Closure of River Road Golf Course](#) (SPPC, February 16, 2021)
- [City of London Service Review: Review of Service Delivery for Municipal Golf](#) (SPPC, February 4, 2020)
- [City of London Service Review: Project Update](#) (SPPC, April 8, 2019)
- [RFP 18-04: City of London Service Review – Consulting Services](#) (SPPC, March 26, 2018)
- [London's Municipal Golf System 2011 Financial Performance Update and 2012 Business Plan Recommendation](#) (CNC, November 1, 2011)
- [Municipal Golf Task Force Recommendations](#) (CNC, June 14, 2011)
- [London Municipal Golf System Update and Shift in Strategic Direction](#) (CNC, February 1, 2011)

2.0 Discussion and Considerations

2.1 Background and Purpose

The City of London offers high quality Recreation and Sport programs and facilities that engage residents and visitors of all ages and abilities. Recreation and Sport programs and facilities play a significant role in community building through the facilitation of active and passive activities, opportunities for structured and spontaneous play, and strengthening of neighbourhood connections. These services provide places for people of all ages and abilities to be active and learn new skills, connect with one another, share their interests, exchange ideas, and experience diversity.

London's Municipal Golf System has a long history of providing public golf to the community, dating back to 1924. Over the past 99 years, green fees and other golf revenues have been used to cover operating expenses, and to fund required capital needs and capital improvements.

The City of London currently operates two golf properties, Thames Valley Golf Course, and Fanshawe Golf Course. Thames Valley Golf Course consists of one 18-hole course, "The Classic", and one 9-hole course, "The Hickory". Fanshawe Golf Course consists of two 18-hole golf courses, "The Traditional" and "The Quarry", and one fully accessible 9-hole course, "The Parkside Nine". This equates to a total of 72 holes across the system.

Thames Valley opened in 1924 with a 6-hole golf course and expanded to 18 holes over time and eventually to 27 holes in 1931. It should be noted that from 1940 - 1945, during the Second World War, Thames Valley ceased golf operations to become a military camp.

Fanshawe Traditional was constructed in 1957 and grew to three 9-hole courses. In 1998, nine new holes were added creating two 18-hole courses with the second becoming known as the Quarry. In addition, the Parkside Nine, an accessible course, one of very few in the province/country, and free to play, was built in 1998.

According to the [2019 Corporate Asset Management report](#) (Section 11, page 240), "Golf courses are generally maintained in 'Good' to 'Very Good' condition as required for playability. Golf buildings, including clubhouses and other on-course facilities like washrooms, concessions, and maintenance buildings, have less priority than the golf courses and are predominantly in 'Fair' to 'Very Poor' condition. The condition of some golf building assets indicates short term investments are required".

The Golf Course Reserve Fund is funded through net golf revenues and is the only source of financing available for required capital investment in courses and structures.

The purpose of this report is to seek Council approval to draw from the Golf Course Reserve Fund in the amount of \$1,625,000 to complete required capital needs. It being noted that the funding will be used to rehabilitate Thames Valley Golf Course Clubhouse over a two-year period, with much of the work being completed for season opening in 2024, Thames Valley's 100th year of operation.

2.2 Summary of Capital Needs to be Completed

The following represents the itemized list of capital needs (across two phases) to be completed in the Thames Valley Clubhouse along with associated estimated costs, which serves as the driver for the amount being requested from the Reserve Fund.

- Modifications and refresh to dining room and bar area - \$65,000
- Tables and Chairs - \$65,000
- Barrier free counter and shelving - \$30,000
- Electrical work - \$20,000
- Flooring replacement - \$65,000

- Lighting - \$60,000
- Accessible washroom - \$525,000
- Window replacements - \$660,000
- Basement modifications and refresh - \$55,000
- Thames maintenance garage roof - \$80,000

3.0 Financial Impact/Considerations

There are no property tax levy impacts associated with this report as the Golf Course Reserve Fund is funded through the net proceeds (i.e., revenues less expenditures) of the municipal golf system.

Conclusion

This report seeks Council approval for the draw from of \$1,625,000 from the Golf Course Reserve Fund to allow Civic Administration to perform required capital needs at Thames Valley over the next two years.

Prepared by: Mike Vandertuin, Manager, Sport Services and Development

Submitted by: Jon-Paul McGonigle, Director, Recreation and Sport

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Source of Finance Report

Appendix "A"

#23197

October 4, 2023
(Revise Budget)

Chair and Members
Community and Protective Services Committee

RE: Capital Needs at City of London Golf Courses
(Subledger FG230032)
Capital Project RC288123 - Golf Courses Lifecycle Upgrades

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the additional financing required can be accommodated with funding available in the Golf Courses Reserve Fund and that, subject to the approval of the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing for this project is:

Estimated Expenditures	Approved Budget	Additional Funding Requirement (Note 1)	Revised Budget
Construction	150,000	1,625,000	1,775,000
Total Expenditures	\$150,000	\$1,625,000	\$1,775,000
Sources of Financing			
Drawdown from Golf Courses Reserve Fund	150,000	1,625,000	1,775,000
Total Financing	\$150,000	\$1,625,000	\$1,775,000

Note 1: The additional funding requirement for this project can be accommodated by a drawdown from the Golf Courses Reserve Fund. The forecasted balance of the reserve fund will be \$1.4M with the inclusion of the additional requirement.



Kyle Murray
Director, Financial Planning & Business Support

lp

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Scott Mathers MPA, P.Eng.
Deputy City Manager, Planning and Economic Development

Subject: Canada-Ontario Community Housing Initiative and Ontario
Priorities Housing Initiative Approval of Ontario Transfer
Payment Agreement

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, that the following actions Be Taken:

1) The attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on October 17, 2023 to:

(a) the Ontario Transfer Payment Agreement between The Corporation of the City of London and His Majesty the King in right of Ontario as represented by The Minister of Municipal Affairs and Housing **BE APPROVED** for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years attached to the bylaw as Schedule 1 (“Agreement”);

(b) the Mayor and the City Clerk **BE AUTHORIZED** to execute the Agreement;

(c) the Deputy City Manager, Planning and Economic Development or their written designate, **BE AUTHORIZED** to approve and execute any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;

(d) the Deputy City Manager, Planning and Economic Development, or written designate, **BE AUTHORIZED** to approve and execute any future amending agreements to the Agreement; and

(e) the Deputy City Manager, Planning and Economic Development, or their written designate, **BE AUTHORIZED** to approve and execute any reports and Investment Plan required under the Agreement.

Executive Summary

On August 17, 2023, The Ministry of Municipal Affairs and Housing confirmed the City of London Service Manager’s Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) 2023-24 funding allocations. As a result, the City of London will receive a COCHI allocation of \$4,389,000 and OPHI allocation of \$2,829,300. City of London previous contribution from the Provincial Government was \$2,862,452 for COCHI and \$2,887,700 for OPHI for the 2022-23 period.

This report provides an overview of the proposed Investment Plan allocations to support the 2023-24 housing program activities.

Linkage to the Corporate Strategic Plan

Council and staff continue to recognize the importance of actions to support housing, as reflected in the 2023-2027 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Housing and Homelessness
- Well-Run City

Housing and Homelessness Strategic Area of Focus:

The following strategies are intended to “Increase access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners”:

- Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.

The following strategies are intended to Decrease the number of Londoners at risk of or experiencing homelessness:

- Implement a program of continuous review of policies, procedures, and by-laws to create accountability and opportunities for balanced and compassionate solutions to homelessness.

Well-Run City Strategic Area of Focus:

The following strategies are intended for Londoners to have trust and confidence in their municipal government:

- Increase transparency and accountability in decision making, financial expenditures, and the delivery of municipal programs and services.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Community & Protective Services Committee – May 31, 2022 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Amending Agreement](#)
- [Community & Protective Services Committee – August 31, 2021 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Amending Agreement](#)
- [Community & Protective Services Committee – June 17, 2019 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Agreement](#)

1.2 Background

Service Managers previously entered into a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing to participate in COCHI and OPHI for the 2019/20 – to 2021/22 program years and were required to sign an amending agreement with the Province in order to extend the Transfer Payment Agreement for the 2022-23 program year. Service Manager will be required to sign a new Transfer Payment Agreement with the Province for the 2023-24 and 2024-25 program years.

The Transfer Payment Agreement contains an accountability framework between the Province and Service Managers and outlines the roles and responsibilities of the

Service Manager. In order to participate in the program in 2023-24 and 2024-25 fiscal years, the Service Manager must enter into a new Transfer Payment Agreement.

The Ontario Transfer Payment Agreement provides flexibility, with accountability, to municipal Service Managers to delivery housing assistance and supports to better meet the community needs, provide safer and well-maintained buildings, assist in finding housing more easily, and providing more opportunities to participate in the economy and their community. The City of London is the Service Manager for the city as well as for Middlesex County. The Ministry of Municipal Affairs and Housing provides the guidelines for the various components and program requirements under the COCHI and OPHI programs for the Service Managers.

To ensure Service Managers are well-positioned to move forward with implementation of their housing programs, the Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocation will be used during the 2023-24 funding period. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

The Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Supports.

It is also noted that the agreement requires the City to indemnify the Province against all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings in connection with the Program.

Further, section 16 of the Agreement provides that the Province is under no obligation to provide the funding in the Transfer Payment Agreement where no appropriation is made by the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement.

These provisions are non-negotiable standards of the Transfer Payment Agreement and accepting the liability exposure is required to gain the greater benefit of the funding.

2.0 Discussion and Considerations

2.1 Purpose

The City of London, as the Service Manager for London and Middlesex County, has received our COCHI and OPHI funding allocation for the 2023-24 period. To receive this funding, the City of London is required to enter into the Amended Transfer Payment agreement with the province and submit an Investment Plan.

2.2 Housing Program Components

Canada-Ontario Community Housing Initiative

COCHI funding focuses on providing the opportunity for Service Managers and housing providers (including public housing) to protect tenants in projects reaching the end of their operating agreements and/or mortgage maturity. The program is intended to help stabilize the supply of community housing through new development, repairs, renovations, and operating support. COCHI is to protect tenants in projects with expiring operating agreements/mortgages and to begin to stabilize and eventually grow the supply of community housing through regeneration & expansion, repairs, renovations, and operating support. COCHI funding is intended to support providers that can demonstrate their potential for long-term sustainability.

Housing providers/projects that receive funding under the COCHI Capital Component must remain affordable for a ten (10) year period after the completion of the funded

retrofit work, including a minimum of five (5) years during which it will continue to operate as a social housing provider under the *Housing Services Act, 2011*.

The components of COCHI include:

New Development and Repair

New development and capital repair project eligibility criteria to support both community housing providers and Local Housing Corporations (public housing).

Service Managers are encouraged to utilize COCHI funding for strategic capital repairs which preserve and extend the functional lifespan of the social housing supply, such as investments based on capital needs identified in current building condition audits and that help support ongoing housing provider sustainability.

Eligible repair work could include:

- Replacing and/or repairing core building systems, and sub-systems (e.g., heating and/or cooling, leaking roof systems, water issues, structural repairs, etc.); and
- Carrying out health and safety repairs (e.g., accessibility renovations).

Eligible projects must be developed by non-profits, co-operatives, or municipalities. Project proposed by, or in partnership with, private sector proponents are not eligible.

Rent Supplements

A rent supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance.

Providing rent supplements is intended to promote housing stability for tenants who would otherwise face affordability challenges.

Transitional Operating Funding

COCHI funding may also be used as a short-term transitional operating subsidy. The expectation is that housing providers would use this funding to address immediate areas of concern with the clear objective of reaching an operational and financial status that does not require an ongoing government subsidy but could transition to a rent subsidy agreement that is not an ongoing subsidy.

Ontario Priorities Housing Initiative

OPHI focuses on addressing local housing priorities, including affordability, repair, and new construction.

Rental

Project eligibility criteria includes new construction, including additions and renovations; acquisitions and rehabilitation of existing residential buildings and conversion of non-residential buildings or units into purpose-built rental buildings/units. Construction of new rental housing for social housing redevelopment is also eligible. Eligible projects must be non-profit, municipal, co-operative developments or partnerships.

Units must be modest in size and amenities relative to other housing in the community. Units are expected to be self-contained. Proponents who wish to develop congregate living buildings (rooms with shared living spaces) for supportive housing may be eligible for program funding and should provide a rationale to receive funding.

Projects must start within 120 days of signing a Municipal Contribution Agreement, have units that are at or below the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the community for a minimum of 20 years, and the project's weighted average rent must be at or below 80% of CMHC AMR.

Homeownership

The Homeownership component aims to assist low to moderate-income renter households to purchase affordable homes by providing down payment assistance in the form of a forgivable loan.

Specific objectives are:

- To provide renter households with an opportunity to move into homeownership;
- To ease the demand for rental housing by assisting renter households to purchase affordable homes; and
- To encourage non-profit affordable homeownership developers to build affordable ownership units.

Eligible households must be at or below the 70th percentile income with a purchase price of a home must not exceed the average resale price. Both eligibility thresholds are provided to the Service Manager by the Ministry.

Ontario Renovates

The Ontario Renovates component provides financial assistance to renovate and/or rehabilitate affordable ownership and rental properties including community housing.

The objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties including community housing;
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase the accessibility of affordable rental and ownership properties; and
- To increase the supply of affordable rental housing by assisting to create secondary suites in existing single-family homes.

Rental Assistance

The objective of the Rental Assistance component is to address affordability issues of households in rental units across the province.

The Rental Assistance component consists of three streams:

- Rent Supplement;
- Housing Allowance Direct Delivery; and
- Housing Allowance Shared Delivery.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. Housing Allowance payments may be made directly to landlords where the recipient has chosen this approach and provided written direction and consent.

Housing allowances or rent supplements are intended to promote housing stability for tenants who would otherwise face affordability challenges and potential homelessness.

Housing Support Services

The objective of the Housing Support Services component is to ensure housing retention, greater self-reliance, and social inclusion for tenants.

Support services are an important component for tenants who may need extra support, either temporary or permanent, to achieve housing stability. Housing stability translates

in to improved health outcomes, and less reliance on other emergency services, while promoting social inclusion.

Service Managers may not exceed five percent (5%) of the three-year funding allocation for the Housing Support Services component.

Administrative Funding

Service Managers may use up to 5% of their total funding allocation to assist with the administration of the COCHI and OPHI programs as established within the Investment Plan.

Summary of Available Use of Funding

Capital Expenditures	COCHI	OPHI
New Supply	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Community Housing New Construction • Community Housing Acquisition and/or Rehabilitation • Community Housing Conversion 	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Affordable Rental New Construction • Affordable Rental Acquisition and/or Rehabilitation • Affordable Rental Conversion • Social Housing • Affordable Homeownership
Repair	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Social Housing 	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Affordable Ownership Housing • Affordable Rental Housing • Social Housing
Homeownership Down Payment Assistance	X	✓
Operating Expenditure		
Rent Supplements	✓	✓
Housing Allowances	X	✓
Support Service	X	✓
Transitional Operating Funding for Housing Providers	✓	X

Investment Plan

Each Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocations will be used over the 2023-24 funding period. The Ministry requires the Investment Plan to support the objectives and key outcomes of the program. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

Proposed Allocation of COCHI and OPHI Funding

The proposed Investment Plan focuses on responding to the housing pressures in the community and within the current housing systems. The Investment Plan allocations are designed to specifically address:

- The lack of affordable housing units;
- Supporting Social Housing Providers that are approaching their end of operating agreements or mortgage maturity;
- The need for repairs and investments in social housing;
- The need for home modifications and repair for those at risk of losing their existing homes; and
- Support needed by individuals and families waiting to be housed within Community Housing

The following represents the proposed Investment Plan to support the access to new units and housing stability initiatives:

COCHI Component	2023-24
Repair	\$4,169,550
Administration (5% Max)	\$219,450
Total	\$4,389,000

OPHI Component	2023-24
Rental	\$2,412,836
Ontario Renovates	\$200,000
Housing Supplements	\$75,000
Administration (5% Max)	\$141,464
Total	\$2,829,300

The above Investment Plan is similar to last years' except we have reduced the OPHI Housing Supplements and Housing Support Services to shift consolidation efforts under the Housing Stability Services (HSS) portfolio. Last year's OPHI Housing Supplement investment was \$150,000 and Housing Support Services was \$228,223. Both of these changes do not impact the level of investment or service attributed to rent supplements or housing supports as the reduced investment is offset by additional investment from the HSS service area.

3.0 Financial Impact/Considerations

3.1 Funding

Funding for COCHI and OPHI is funded 100% by the Province however the COCHI program guidelines require municipal social housing expenditures, to at a minimum, match the total annual COCHI allocation provided. The municipal expenditures included in the 2023-24 Multi-year Budget are sufficient to meet the program matching requirement resulting in no financial impact on the City's budget.

Service Managers may use up to 5% of the COCHI and OPHI funding to assist with the administration cost of the program.

Conclusion

As the Service Manager, the proposed Investment Plan is being submitted as the housing program investments for the 2023-34 program year. The Investment Plan will be monitored by Municipal Housing Development and Housing Stability Services and other stakeholders to ensure alignment with the Housing Stability Action Plan and other local plans.

Prepared by: Elizabeth Yih-Hutchison, CPA, CGA, BA
Manager, Housing Administration & Support

Reviewed by: Dave Purdy
Manager, Housing Services

Submitted by Matt Feldberg, MPA, CET
Director, Municipal Housing Development

Recommended by: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic
Development

CC: Craig Cooper, Director, Housing Stability Services
Kyle Murray, Director, Finance and Business Supports

2023

A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the Agreement

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years ("Agreement") attached hereto as Schedule I is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Planning and Economic Development is authorized to approve any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
4. The Mayor and Clerk are authorized to execute any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
5. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute any reports and Investment Plan required under the Agreement.

6. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Passed in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

ONTARIO TRANSFER PAYMENT AGREEMENT

for COCHI/OPHI

Version: May 5, 2023

THE AGREEMENT, effective as of _____, 2023 (the “**Effective Date**”),

B E T W E E N:

**His Majesty the King in right of Ontario as represented by
the Minister of Municipal Affairs and Housing**

(“**Minister**”)

- and -

[Insert Name of Service Manager]

(“**Service Manager**”)

BACKGROUND

- Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen (now His Majesty the King) in right of Ontario as represented by the Minister of Housing (“MHO”) entered into a bilateral agreement under the 2017 National Housing Strategy made as of April 1, 2018 (the “CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy”).
- The Minister is now responsible for the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy signed by MHO.
- The Minister established a Canada-Ontario Community Housing Initiative (“COCHI”) and an Ontario Priorities Housing Initiative (“OPHI”), pursuant to which the Minister will provide the CMHC funding and Provincial funding as applicable.
- The Minister and the Service Manager previously entered into an Ontario Transfer Payment Agreement for COCHI and OPHI in respect of Fiscal Years 2019-2020, 2020-2021, and 2021-2022 (the “Previous Agreement”). The Minister and the Service Manager subsequently entered into an amending agreement to extend the Previous Agreement by one year and provide for an additional Fiscal Year in 2022-2023.
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of COCHI and OPHI and the Minister’s obligation to provide funding to the Service Manager for COCHI and OPHI in respect of Fiscal Years 2023-2024 and 2024-2025.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the "Agreement"), includes:

Schedule "A" - General Terms and Conditions;
Schedule "B" - Program Specific Information and Additional Provisions;
Schedule "C" - Canada-Ontario Community Housing Initiative (COCHI);
Schedule "D" - Ontario Priorities Housing Initiative (OPHI);
Schedule "E" - French Language Services;
Schedule "F" - Communications Protocol Requirements;
Schedule "G" - Program Guidelines;
Schedule "H" - Investment Plan; and

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND E-SIGNATURES

3.1 The Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and

procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Minister;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Minister is not responsible for carrying out the Program;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Name:

Title:

Date

[Enter the full legal name of Service Manager]

Name:

Title:

Date

Name:

Title:

Date:

I/We have authority to bind the Service Manager.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section 11.1 and as specified in Schedule “B”;

“Administration Fee” means the amount paid by the Minister to offset the Service Manager’s cost of performing tasks under this Agreement;

“Affordability Period” means the period during which a Project is required to be affordable, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;

“Agreement” means this agreement entered into by the Minister and the Service Manager, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;

“Budget” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”, subject to any re-allocation of funding by the Minister in accordance with section 4.1;

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;

“CMHC” has the meaning given to it in the Background;

“COCHI” has the meaning given to it in the Background;

“Component” means any of the respective Components of the COCHI and OPHI Initiatives, as described in Schedules “C” and “D” and in the Program Guidelines;

“CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy” has the meaning given to it in the Background;

“Effective Date” means the date set out at the top of the Agreement;

“Event of Default” has the meaning ascribed to it in section 17.1;

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B”;

“Fiscal Year” means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of the second Fiscal Year, the period commencing on April 1 following the end of the first Fiscal Year and ending on the following March 31;

“Funds” means the money the Minister provides to the Service Manager pursuant to the Agreement;

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees;

“Initiative” means either the Canada-Ontario Community Housing Initiative as set out in Schedule “C”, or the Ontario Priorities Housing Initiative as set out in Schedule “D”;

“Investment Plan” means the plan developed by the Service Manager that sets out how the Service Manager will use the funding allocations, attached to this Agreement as Schedule “H”;

“Maximum Funds” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

“Ministry Notification” means a notice in writing from the Minister to a Service Manager regarding the Program;

“Notice” means any communication given or required to be given pursuant to the Agreement;

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default pursuant to section 17.3(b), and includes any such period or periods of time by which the Minister extends that time in accordance with section 17.4;

“OPHI” has the meaning given to it in the Background;

“Parties” means the Minister and the Service Manager;

“Party” means either the Minister or the Service Manager;

“Program” means the COCHI and OPHI Initiatives and any of the respective Components of those Initiatives, as may be more specifically defined in Schedules “C” and “D” or in the Appendices to those Schedules;

“Program Guidelines” means the guidelines attached to this Agreement as Schedule “G”, as amended by the Minister from time to time;

“Project” means affordable or social housing proposed or approved for a Program, as may be more specifically defined in Schedules “C” and “D” or in the Appendices to those Schedules;

“Proponent” means a person or other legal entity that has submitted a proposal;

“Reports” means the reports described in Schedules “C” and “D”;

“TPON” means the Transfer Payment Ontario system.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Minister in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 8.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Minister with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article 15.0, Article 16.0 or Article 17.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 The Minister shall make a planning allocation of funding for each Initiative to the Service Manager. The Service Manager's planning allocations shall be broken down by fiscal year. Funds shall be committed as set out in the Program Guidelines and cannot be re-allocated between fiscal years. The Minister may re-allocate funding that has not been committed as set out in the Program Guidelines.

4.2 The Minister will advance Funds to the Service Manager as set out in the Program Guidelines. For the COCHI Operating Component, the Minister will advance Funds only up to March 31, 2025. For the COCHI Repair Component, the Minister will advance Funds only up to March 31, 2025. For the COCHI New Build Component, the Minister will advance Funds only up to March 31, 2029. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2025. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2029. Funds will not be advanced by the Minister to Service Managers after the above dates.

4.3 **Funds Provided.** The Minister will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of delivering the Program, in accordance with those Schedule relevant to the Component in which the Service Manager participates;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with Schedule “C” and “D” ; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Manager.

4.4 **Movement of Funds.** No Funds can be moved from COCHI to OPHI or vice-versa.

4.5 **Adjustment.** Despite section 4.3, in order to more accurately reflect the Service Manager’s anticipated need for Funds, the Minister may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the quarterly spending forecasts submitted by this Service Manager pursuant to section 8.1.

4.6 **Limitation on Payment of Funds.** Despite section 4.3:

- (a) The Minister is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Minister may request pursuant to section 14.2;
- (b) The Minister is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) The Minister may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon the Minister’s assessment of the information provided by the Service Manager pursuant to section 8.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Minister does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Minister is not obligated to make any such payment, and, as a consequence, the Minister may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 15.1; and
- (e) the Minister is not obligated to provide any Funds to the Service Manager for a Fiscal Year in excess of the total amount allocated to the Service Manager for that

Fiscal Year.

- 4.7 **Use of Funds.** The Service Manager will:
- (a) administer and deliver the Program in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of administering and delivering the Program;
 - (c) spend the Funds only in accordance with Schedules “C” and “D”; and
 - (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.8 **Administration Costs.** The Service Manager may use up to five per cent (5%) of its COCHI funding allocation to assist with administration of COCHI. The Service Manager may use up to five per cent (5%) of its OPHI funding allocation to assist with administration of OPHI. In the event the Service Manager does not spend its total funding allocation under one or both Initiatives, the Minister may request repayment of the portion of the administration fee paid to the Service Manager that exceeds five per cent (5%) of the spent Funds. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.
- 4.9 **The Minister’s Role Limited to Providing Funds.** For greater clarity, the Minister is not responsible for carrying out the Program. The Minister intends to work collaboratively with the Service Manager to address issues related to the Program and/or its evaluation as they arise.
- 4.10 **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedules “C” and “D”, without the prior written consent of the Minister.
- 4.11 **Interest Bearing Account.** If the Minister provides Funds to the Service Manager before the Service Manager’s immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.
- 4.12 **Interest.** If the Service Manager earns any interest on the Funds, the Minister may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.13 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.14 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.15 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Minister for the Program and is not providing goods or services to the Minister.
- 4.16 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Minister is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program.

5.0 INVESTMENT PLAN

- 5.1 The Service Manager shall develop and submit to the Minister an Investment Plan for the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative Components.
- 5.2 The Investment Plan shall be approved by the Municipal Council, District Social Services Administration Board, or delegated authority for the Service Manager.
- 5.3 The Investment Plan shall contain the following information:
- The COCHI and OPHI Components that the Service Manager will deliver in each year of the Program;
 - The number of units that are expected to be created and repaired and the number of households that are expected to be assisted under the selected COCHI and OPHI Components in each year of the Program;
 - The amount of Funds from each year's funding allocation projected to be used for the selected COCHI and OPHI Components;
 - The amount of Funds projected to be committed to Projects or households quarterly under the selected COCHI and OPHI Components;
 - The amount of Funds from each year's funding allocation that will be used for Administration Fees.
- 5.4 The Service Manager acknowledges that the Ministry will use the Investment Plan to track the Service Manager's progress against the Service Manager's allocation of Funds.
- 5.5 The Service Manager is required to update its Investment Plans on a quarterly basis. Updates will include progress against their annual funding allocation, quarterly projected take-up and planned commitments.
- 5.6 In the event the Service Manager's original planned commitment for COCHI Funds cannot be met, the Service Manager may request to move Funds originally planned for the Operating Component to either the Repair or New Build Components or vice versa, provided the request is submitted to the Minister by October 15 of the applicable Fiscal Year for which the reallocation is requested.
- 5.7 In the event a Service Manager's original planned commitment for OPHI Funds cannot be met, a Service Manager may move Funds within its planning allocation from an OPHI Component to other OPHI Components within the same fiscal year in order to ensure that all Funds are committed as set out in the Program Guidelines, as follows:
- (a) Funds originally planned for the Rental Housing, Homeownership and the Ontario Renovates Components can be re-allocated within these Components;
 - (b) Funds originally planned for the Rental Assistance Component's Rent Supplement and Housing Allowance Direct Delivery Stream, or the Housing Support Services Component can be re-allocated within these Streams/Components;
 - (c) No funding can be moved to the Housing Allowance Shared Delivery Stream from the other OPHI components, or vice versa, without Ministry approval. Service Managers must submit a business case with a strong rationale to the Ministry for approval in accordance with the Program Guidelines.
 - (d) If a Service Manager wishes to reallocate Funds from the Rental Housing, Homeownership, or Ontario Renovates Components to the Operating Component's Direct Delivery Streams, or vice versa, a request for reallocation shall be submitted to the Ministry by October 15 of the applicable Fiscal Year for which the reallocation is requested.

5.8 No Funds can be moved to COCHI from OPHI, or from COCHI to OPHI.

6.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

6.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

6.2 **Disposal.** The Recipient will not, without the Minister's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedules "C" and "D" at the time of purchase.

7.0 CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.

7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or
- (b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

7.3 **Disclosure to the Minister.** The Service Manager will:

- (a) disclose to the Minister, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Minister may prescribe as a result of the disclosure.

8.0 REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to the Minister at the address referred to in section 21.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C" and "D", or in a form as specified by the Minister from time to time;
- (b) submit to the Minister at the address referred to in section 21.1, any other reports as may be requested by the Minister in accordance with the timelines and content requirements specified by the Minister;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Minister; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

- 8.2 **Record Maintenance.** The Service Manager will keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 8.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 8.2;
 - (b) remove any copies made pursuant to section 8.3(a) from the Service Manager's premises; and
 - (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
 - (d) the Minister may conduct an annual audit in respect of the information addressed in this section 8.3.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, as the case may be.
- 8.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.
- 8.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- 9.0 FRENCH LANGUAGE SERVICES**
- 9.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:
- (a) Ensure services are provided in French; and
 - (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

9.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule “E”, by May 31 for each year of the Program, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with section 9.1.

9.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

10.0 COMMUNICATIONS REQUIREMENTS

10.1 **Acknowledge Support.** Unless otherwise directed by the Minister, the Service Manager will acknowledge the support of the Minister in a form and manner as directed by the Minister.

10.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Minister.

10.3 **CMHC-Ontario Bilateral Agreement Requirements.** The Service Manager acknowledges that the terms of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy require the Minister to co-ordinate with CMHC and/or obtain CMHC’s approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy is attached as Schedule “F”. The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

11.0 FURTHER CONDITIONS

11.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

11.2 **Open Data.** The Service Manager agrees that the Minister may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name; Service Manager contact information; Service Manager address; amount of Maximum Funds and/or Funds; Program description; Program objectives/goals; Program location; and Program results reported by the Service Manager. However, the Minister and the Service Manager agree that such permission does not apply to the following: personal information of individuals who may be eligible to participate in the Program.

12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12.1 **FIPPA.** The Service Manager acknowledges that the Minister is bound by FIPPA and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

13.0 INDEMNITY

13.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims,

demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Minister.

14.0 INSURANCE

14.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation.

14.2 **Proof of Insurance.** The Service Manager will provide the Minister with certificates of insurance, or other proof as may be requested by the Minister, that confirms the insurance coverage as provided for in section 14.1. Upon the request of the Minister, the Service Manager will make available to the Minister a copy of each insurance policy.

15.0 TERMINATION ON NOTICE

15.1 **Termination on Notice.** The Minister may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Service Manager.

15.2 **Consequences of Termination on Notice by the Minister.** If the Minister terminates the Agreement pursuant to section 15.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 15.2(b); and
 - (ii) subject to section 4.13, provide Funds to the Service Manager to cover such costs.

16.0 TERMINATION WHERE NO APPROPRIATION

16.1 **Termination Where No Appropriation.** If, as provided for in section 4.6(d), the Minister does not receive the necessary appropriation from the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement, the Minister may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

16.2 **Consequences of Termination Where No Appropriation.** If the Minister terminates

the Agreement pursuant to section 16.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 16.2(b).

16.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 16.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Minister will not provide additional Funds to the Service Manager.

17.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

17.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Program;
- (b) comply with any term of Schedules "C" and "D";
- (c) use or spend Funds as required; or
- (d) provide, in accordance with section 8.1, Reports or such other reports as may have been requested pursuant to section 8.1(b).

17.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:

- (a) initiate any action the Minister considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Minister determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds the Minister provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Minister upon giving Notice to the Service Manager.

17.3 **Opportunity to Remedy.** If, in accordance with section 17.2(b), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

17.4 **Service Manager not Remediating.** If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 17.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Minister that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Minister;

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in sections 17.2(a), (c), (d), (e), (f), (g), (h) and (i).

17.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

18.0 FUNDS AT THE END OF A FISCAL YEAR

18.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of the Minister under Article 17.0, if the Service Manager has not spent all of the Funds allocated for the Fiscal Year, the Minister may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

19.0 FUNDS UPON EXPIRY

19.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Minister any Funds remaining in its possession or under its control.

20.0 DEBT DUE AND PAYMENT

20.1 **Payment of Overpayment.** If at any time during the term of the Agreement, the Minister provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Minister may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to the Minister.

20.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Minister demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to the Minister, whether or not their return or repayment has been demanded by the Minister, such Funds or other amount will be deemed to be a debt due and owing to the Minister by the Service Manager, and the Service Manager will pay or return the amount to the Minister immediately, unless the Minister directs otherwise.

- 20.3 **Interest Rate.** The Minister may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 20.4 **Payment of Money to the Minister.** The Service Manager will pay any money owing to the Minister by cheque payable to the “Ontario Minister of Finance” and delivered to the Minister at the address referred to in section 21.1.
- 20.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by His Majesty the King in right of Ontario.

21.0 NOTICE

- 21.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery, and will be addressed to the Minister and the Service Manager respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.
- 21.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
 - (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.
- 21.3 **Postal Disruption.** Despite section 21.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be received; and
 - (b) the Party giving Notice will provide Notice by email or personal delivery.
- 21.4 **Notice by the Minister.** The Service Manager shall comply with all Notices given by the Minister.

22.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER

- 22.1 **Consent.** When the Minister provides his consent pursuant to the Agreement, he may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

23.0 SEVERABILITY OF PROVISIONS

- 23.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

24.0 WAIVER

- 24.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provisions set out in Article 21.0, ask the other Party to waive an obligation under the Agreement.
- 24.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 24.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligations referred to in the waiver.

25.0 INDEPENDENT PARTIES

25.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Minister, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

26.0 ASSIGNMENT OF AGREEMENT OR FUNDS

26.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Minister, assign any of its rights, or obligations under the Agreement.

26.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

27.0 GOVERNING LAW

27.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

28.0 JOINT AND SEVERAL LIABILITY

28.1 **Joint and Several Liability.** Where the Service Manager is comprised of more than one (1) entity, all such entities will be jointly and severally liable to the Minister for the fulfillment of the obligations of the Service Manager under the Agreement.

29.0 FURTHER ASSURANCES

29.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Minister may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

30.0 RIGHTS AND REMEDIES CUMULATIVE

30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Minister under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

31.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

31.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Minister may suspend the payment of Funds for such period as the Minister determines appropriate.

32.0 SURVIVAL

32.1 **Survival.** The following Articles and sections, and all applicable cross-referenced

sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions; section 4.6(d); section 4.8; section 4.12; section 4.16; section 6.2; section 8.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Minister); sections 8.2; 8.3; 8.4; 8.5; 8.6; Article 10.0; Article 11.0; Article 13; Article 14.0; section 15.2; sections 16.2 and 16.3; sections 17.1; 17.2(d), (e), (f), (g) and (h); Article 19.0; Article 20.0; Article 21.0; Article 23.0; section 26.2; Article 27.0; Article 30.0; Article 31.0; Article 32.0; Article 33.0; Article 34.0; and the reporting and repayment provisions of Schedules "C" and "D".

33.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

33.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

33.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

34.0 GENERAL

34.1 **Ministry Employees and Agents.** Any power, right or function of the Minister, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.

34.2 **CMHC Not a Party.** The Service Manager acknowledges that CMHC is not a party to this Agreement.

34.3 **Time of the Essence.** Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Minister and the Service Manager or its respective solicitors on its behalf, who are hereby expressly appointed in this regard.

34.4 **References to Statutes.** Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	<p>Maximum Funds in respect of the Canada-Ontario Community Housing Initiative – \$ XXX</p> <p>Maximum Funds in respect of the Ontario Priorities Housing Initiative – \$ XXX</p>
Expiration Date	<p>Canada-Ontario Community Housing Initiative – March 31, 2056</p> <p>Ontario Priorities Housing Initiative – March 31, 2056</p>
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to THE MINISTER	<p>Name: Ministry of Municipal Affairs and Housing</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Director, Housing Programs Branch</p> <p>E-mail: Dan.Lawrence2@ontario.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name:</p> <p>Address:</p> <p>Attention:</p> <p>Email:</p> <p>Telephone:</p>
Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from THE MINISTER related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Email:</p> <p>Telephone:</p>

SCHEDULE “C”

CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI)

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Housing Provider”** means a person who operates a Project;
“New Build Component” means the COCHI New Build Component described in Appendix C-3 and the Program Guidelines;
- **“Operating Component”** means the COCHI Operating Component described in Appendix C-1 and the Program Guidelines;
- **“Operating Funds”** means Funds in respect of the COCHI Operating Component;
- **“Repair Component”** means the COCHI Repair Component described in Appendix C-2 and the Program Guidelines;
- **“Repair Funds”** means Funds in respect of the COCHI Repair Component;
- **“Part VII.1 housing project”** means a Part VII.1 housing project as defined in section 101.1 of the *Housing Services Act, 2011*;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, administered within a “transferred housing program” as prescribed in Schedule 1 to O. Reg. 367/11 under the *Housing Services Act, 2011*, and remain within a transferred housing program at the time of commitment and use of the Funds for the housing project; but **“Social Housing”** excludes the housing that was or is only within either of Program No. 2: “Rent Supplement Program” or Program No. 9: “Rural and Native Homeownership Program” of Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999;
- **“Urban Native social housing units”** means units administered under either Program No. 7: “Non-Profit & Urban Native ‘Fully Targeted’ Housing Program” or Program No. 8: “Urban Native ‘2% Write-Down & Additional Assistance’ Program” of Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix C-1 – COCHI Operating Component

Appendix C-2 – COCHI Repair Component

Appendix C-3 – COCHI New Build Component

- 1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.
- 1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.
- 1.5 All references in this Schedule to Appendices are references to Appendices in this Schedule, unless stated otherwise.

2. PROGRAM GUIDELINES

- 2.1 The Service Manager agrees to administer the Operating Component, Repair Component and New Build Component in accordance with the Agreement and the Program Guidelines.

APPENDIX C-1

COCHI OPERATING COMPONENT

1. INTERPRETATION

- 1.1 In this Appendix C-1, unless the context requires otherwise,
- **“Housing Provider Agreement”** means an agreement between the Service Manager and a Housing Provider receiving funding under the Operating Component in relation to a Project that meets the requirements of the Program Guidelines;
 - **“Project”** means a Social Housing project or Part VII.1 housing project proposed or approved for the Operating Component.
- 1.2 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

2. PROJECT SELECTION

- 2.1 The Service Manager shall select and approve Projects for Operating Funds in accordance with the Program Guidelines.
- 2.2 In selecting Projects, the Service Manager shall prioritize Urban Native social housing units in accordance with the Program Guidelines.
- 2.3 Once the Minister has reviewed the Service Manager’s Investment Plan and the Service Manager has approved individual Projects, the Service Manager shall enter project details into TPON.

3. PROVISION OF OPERATING FUNDS BY THE MINISTER

- 3.1 Subject to sections 3.4 and 3.6, upon receipt by the Minister of the Service Manager’s updated Investment Plan and committal of funds by the Minister, the Minister shall transfer to the Service Manager, on a quarterly basis, the Operating Funds indicated in the Investment Plan. The Service Manager shall update the Investment Plan on a quarterly basis in accordance with the Program Guidelines.
- 3.2 The Minister shall transfer Operating Funds to the Service Manager in May or June, July, November, and February of each Fiscal Year. Fourth quarter payments by the Minister will be made in February to allow for any payment adjustments based on discrepancies between the Service Manager’s planned and actual spending.
- 3.3 The transfer of all Operating Funds shall be made by electronic funds transfer.

- 3.4 The Service Manager shall use the Operating Funds transferred to it by the Minister in respect of a Project solely for the purpose set out in the Service Manager’s Investment Plan.
- 3.5 All interest that accrues on Operating Funds while held by the Service Manager shall be used by the Service Manager for the purpose of administering and operating Projects.
- 3.6 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.5, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF OPERATING FUNDS BY THE SERVICE MANAGER

- 4.1 In order to receive quarterly Operating Funds, the Service Manager shall update the Investment Plan quarterly in accordance with the Program Guidelines.
- 4.2 The Service Manager or its authorized agency shall enter into a Housing Provider Agreement with each Housing Provider in respect of all commitments of Operating Funds on or after the date this Agreement is executed by the Parties.
- 4.3 The Service Manager shall advance monthly payments of Operating Funds to a Housing Provider upon the signing of a Housing Provider Agreement and receipt by the Service Manager of updated unit occupancy figures from the Housing Provider.

5. REPORTING REQUIREMENTS

- 5.1 During the period between the date of execution of this Agreement and the end of the Operating Component, the Service Manager shall provide the Minister with a quarterly updated Investment Plan by each of the due dates set out in the Program Guidelines. The initial Investment Plan and each quarterly updated Investment Plan shall be prepared in accordance with the Program Guidelines.
- 5.2 The Service Manager shall provide documentation of Housing Provider Agreements and/or agreements with delivery agencies.
- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.
- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.
- 5.5 The Service Manager shall report to the Minister municipal Social Housing expenditures that match the annual COCHI allocation provided, in accordance with the Program Guidelines.

6. MARKETING

- 6.1 Subject to section 10 of the Agreement, the Service Manager shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

7. REMEDIES

- 7.1 If the Service Manager breaches any one or more of the provisions of this Schedule, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
- (a) terminate this Appendix;
 - (b) demand repayment of any Operating Funds in the possession or control of the Service Manager which has not been advanced to a Housing Provider;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Operating Funds; and/or
 - (f) suspend further payments of Operating Funds for such period as the Minister may determine.
- 7.2 The Service Manager shall comply with a demand referred to in clauses 7.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to a Housing Provider.

APPENDIX C-2

COCHI REPAIR COMPONENT

1. INTERPRETATION

1.1 In this Appendix C-2, unless the context requires otherwise,

- **“Affordable”** means units rented at the low end of market rent as determined by the Service Manager;
- **“Eligible Repairs”** means repairs, renovations, replacements, or other work to a Project that is eligible to receive Repair Funds, as determined by the Program Guidelines;
- **“Project”** means the approved Eligible Repairs to be performed on a Social Housing project or a Part VII.1 housing project under the Repair Component;
- **“PIF”** means a Project Information Form in the form and format required by the Minister;
- **“Project Funding Agreement”** means an agreement between the Service Manager and a Housing Provider receiving funding under the Repair Component in relation to a Project that meets the requirements of the Program Guidelines;
- **“Unit”** means a unit intended for use as residential accommodation in a Social Housing project.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-2A – Affordability Report.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROJECT SELECTION AND APPROVAL

- 2.1 The Service Manager is responsible for selecting and approving all Projects, monitoring progress and completion of Projects, quality of work and for the advancement of funds.
- 2.2 The Service Manager shall select and approve Projects for Repair Funds in accordance with the Program Guidelines.
- 2.3 In selecting Projects, the Service Manager shall prioritize Urban Native social housing units in accordance with the Program Guidelines. Once the Minister has reviewed the Service Manager's Investment Plan and the Service Manager has approved individual Projects, the Service Manager shall enter project details as per the PIF into TPON to commit funding.
- 2.4 The Minister reserves the right to return a PIF to the Service Manager for revision and resubmission if it is not consistent with the Program Guidelines.
- 2.5 The Service Manager shall not approve a funding request by a Housing Provider unless the Housing Provider agrees to operate the Project in accordance with the affordability requirements for the Repair Component, as set out in section 10.1 and in the Program Guidelines.
- 2.6 In conjunction with the approval of each Project, the Service Manager shall enter into a Project Funding Agreement with the Housing Provider in respect of the Project. The Project Funding Agreement shall require the Housing Provider to comply with the requirements of the Repair Component and impose on the Housing Provider such obligations as enable the Service Manager to fulfill its obligations to report to the Minister.
- 2.7 The Service Manager shall ensure that Project status is updated and documents are posted in TPON on an on-going basis.

3. PROVISION OF REPAIR FUNDS BY THE MINISTER

- 3.1 Once the Minister has reviewed the PIF for a Project and a Project Funding Agreement has been executed in respect of the Project, the Minister shall make quarterly transfer payments to the Service Manager as set out in sections 3.2 to 3.4.
- 3.2 The Minister shall advance funds on a quarterly basis to the Service Manager based on the projected planned commitments identified in the Service Manager's Investment Plan.
- 3.3 The Minister may adjust quarterly payments to the Service Manager to reflect Service Manager needs, based on the information provided in the quarterly updates to the Investment Plan.

- 3.4 The transfer of all Repair Funds shall be made by electronic funds transfer.
- 3.5 The Service Manager shall use the Repair Funds transferred to it by the Minister in respect of a Project solely for the purpose set out in the Service Manager's Investment Plan.

4. RECONCILIATION

- 4.1 The Service Manager must ensure the status of each Project is updated in TPON. In the event that the Service Manager does not update Project details as required, the Minister may reduce payments to the Service Manager.
- 4.2 A minimum of ninety percent (90%) of the Service Manager's funding allocation for the Repair Component must be committed by December 15 of each Fiscal Year. In the event that the Service Manager has not met this threshold, the Minister may reallocate Repair Funds to another Service Manager.

5. ADMINISTRATION

- 5.1 Service Managers shall provide funding to Housing Providers based on pre-established milestones for their respective Projects as set out in the Project Funding Agreement.
- 5.2 The Service Manager shall comply with the provisions of the *Construction Act* in providing funding to Housing Providers.
- 5.3 Eligible Repairs for each Project must commence within one hundred and twenty (120) days of the date of execution of the Project Funding Agreement and must be completed by the end of the subsequent Fiscal Year. If Eligible Repairs for a Project have not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the funding for the Project, demand repayment of the funding for the Project and reallocate such funding as the Minister deems appropriate.
- 5.4 The Service Manager shall keep copies of all financial invoices in respect of each Project for reporting and audit purposes.
- 5.5 A Project Funding Agreement under the Repair Component cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.6 The Service Manager shall use Repair Funds solely for the purposes of providing funding for Eligible Repairs to Projects and for Administration Costs. The Service Manager shall ensure that funding provided to Housing Providers is spent in accordance with the Project Funding Agreement for the Project and only for approved Eligible Repairs.

5.7 The maximum Funding for a Unit shall not exceed \$50,000, except as otherwise provided in the Program Guidelines.

6. REPORTING REQUIREMENTS

6.1 During the period between the date of execution of this Agreement and the end of the Repair Component, the Service Manager shall provide the Minister with a quarterly updated Investment Plan by each of the due dates set out in the Program Guidelines. The initial Investment Plan and each quarterly updated Investment Plan shall be prepared in accordance with the Program Guidelines.

6.2 For each Project, on each March 31 during the three (3) year period following completion of the Project, the Service Manager shall provide the Minister with a Report in the form of Sub-Appendix C-2A confirming that, subject to any exceptions set out in the Program Guidelines or in the Report, the Project remains Affordable in accordance with section 10.1. After the three (3) year period, the Minister may audit the Service Manager at any time to determine whether the Project remains Affordable in accordance with section 10.1. The Service Manager shall cooperate with the Minister and shall provide free access to such staff, documents, books, records and accounts as the Minister may require in carrying out the audit.

6.3 The Service Manager shall provide the Minister with such other information and reports, including as to the status of a Project, as the Minister may request from time to time.

6.4 The Service Manager shall report to the Minister municipal Social Housing expenditures that match the annual COCHI allocation provided, in accordance with the Program Guidelines.

6.5 This Article 6 shall survive any termination of this Appendix.

7. RECOVERY OF FUNDING

7.1 In the case of non-compliance due to misuse of the funding or negligence by a Housing Provider or in the case of a breach of contract with the Service Manager, the Service Manager must notify the Ministry immediately and take available remedies to recover the Funding and return it to the Minister.

7.2 Where section 7.1 does not apply but the funding is not spent on approved Eligible Repairs for the Project, the Service Manager shall notify the Minister and make reasonable efforts to recover the Funding and return it to the Minister.

8. NOTICE OF PROJECTS IN DIFFICULTY

8.1 The Service Manager shall immediately provide notice to the Minister of any difficulty with any Project and work with the Minister to determine a course of action for rectifying the difficulty.

9. REMEDIES

- 9.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager:
- (a) terminate this Appendix;
 - (b) demand immediate repayment of all or any portion of the Administration Costs paid by the Minister to the Service Manager;
 - (c) demand immediate repayment of all or part of any Repair Funds in the possession or control of the Service Manager that has not been used for a Project;
 - (d) demand immediate repayment of all or any part of the monies paid by the Minister to the Service Manager under this Appendix;
 - (e) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
 - (f) cancel all further payments of Repair Funds; and/or
 - (g) suspend further payments of Repair Funds for such period as the Minister may determine appropriate.
- 9.2 The Service Manager shall comply with a demand referred to in clause (d) and/or (e), irrespective of whether it has used any of the relevant amounts for a Project.

10. AFFORDABILITY

- 10.1 All Projects must remain Affordable for a ten (10) year period after the completion of the Eligible Repairs, including a minimum of five (5) years during that period in which they must operate as Social Housing or as Part VII.1 housing projects under the *Housing Services Act, 2011*. This requirement applies regardless of whether any mortgages or agreements between a Service Manager and the Housing Provider expire.
- 10.2 The Service Manager shall repay the Minister any amounts provided to a participating Housing Provider where the Project does not remain Affordable for the ten (10) year period, pro-rated to reflect the portion of the ten (10) year period during which the Project will not be affordable.

Sub-Appendix C-2A: COCHI Repair Component Affordability Report

Service Manager:

Service Manager _____

Address: _____

Service Manager

Contact: Name: _____

Telephone: _____

Email: _____

This report confirms that the **[Insert Service Manager Name]** (the “Service Manager”) is administering and delivering the Canada-Ontario Community Housing Initiative (the “Program”) in accordance with an Agreement dated **[date]** with the Province of Ontario (the “Agreement”).

The Service Manager confirms that:

- (a) all Eligible Housing Projects that received Program funding are listed in column one of the second page of this form;
- (b) the dates at which the Eligible Work was completed for each project are set out in column 4; and
- (c) subject to the exceptions listed below, each Eligible Housing Project continues to be Affordable and/or operate as social housing under the *Housing Services Act, 2011* (HSA).

Exceptions:

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

APPENDIX C-3

COCHI NEW BUILD COMPONENT

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential

accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the New Build Component;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board, a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-3A - Proponent’s Initial Occupancy Report;
Sub-Appendix C-3B - Proponent’s Annual Occupancy Report;
Sub-Appendix C-3C - Rental Protocol;
Sub-Appendix C-3D - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT

2.1 Prior to the Service Manager participating in the New Build Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's planning allocation.
- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.

- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
- (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule.
- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
- (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program.

- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix

- as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.
- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;
- the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.
- 5.9 The Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the

form attached to this Appendix as Sub-Appendix C-3A and submit it to the Minister.

- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix C-3B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
- (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
 - (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
 - (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
 - (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The New Build Component is available from the date of this Agreement until March 31, 2025.

- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix C-3C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.
- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX C-3A

PROPONENT'S INITIAL OCCUPANCY REPORT
COCHI – New Build Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

RS: Rent Supplements

SS: Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3B

PROPONENT'S ANNUAL OCCUPANCY REPORT

COCHI New Build Component
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

Unit Type	COCHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	(E) CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix C-3C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix C-3C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix C-3C, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Sub-Appendix C-3C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Sub-Appendix C-3C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix C-3C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent,

including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix C-3C.
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.

- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix C-3C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX C-3D

CONFIRMATION OF CONSTRUCTION START

COCHI New Build Component

This is to confirm that the _____ project in the
_____ [SM name] commenced construction on
_____ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE D

Ontario Priority Housing Initiative

1.0 INTERPRETATION

In this Schedule, unless the context requires otherwise, the following term has the meaning set out in this Section:

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“OPHI Components”** means the Rental Housing Component, Homeownership Component, Ontario Renovates Component, Rental Assistance Component and Housing Support Services Component, being Appendices D-1 to D-5, respectively, of this Schedule;

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix D-1 - Rental Housing Component

Appendix D-2 - Homeownership Component

Appendix D-3 - Ontario Renovates Component

Appendix D-4 - Rental Assistance Component

Appendix D-5 - Housing Support Services Component

1.3 In the event of a conflict or inconsistency between the Appendices dealing with the OPHI Components, being Appendices D-1 to D-5 of this Schedule, and the Schedule containing the Program Guidelines, being Schedule “G” of this Agreement, the Appendices dealing with the OPHI Components shall prevail.

2.0 COMPLIANCE WITH APPENDICES

2.1 The Parties agree to comply with and abide by the terms and conditions set out in those Appendices to this Agreement relevant to the OPHI Components in which the Service Manager participates. The Service Manager agrees to administer such OPHI Components in accordance with those Appendices.

3.0 REPORTING REQUIREMENTS

3.1 The Service Manager agrees to comply with the reporting requirements set out in those Appendices relevant to the OPHI Components in which the Service Manager participates.

APPENDIX D-1

Rental Housing Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;

- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the Rental Housing Component described in the Program Guidelines;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board or a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Rental Housing Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-1A - Proponent’s Initial Occupancy Report;

Sub-Appendix D-1B - Proponent's Annual Occupancy Report;
Sub-Appendix D-1C - Rental Protocol;
Sub-Appendix D-1D - Confirmation of Construction Start.

- 1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.
- 1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.
- 1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT

- 2.1 Prior to the Service Manager participating in the Rental Housing Component:
 - (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
 - (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's planning allocation.

- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
 - (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;

- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program;

4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.

4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.

5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.

- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix D-1D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.
- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;
- the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.
- 5.9 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by

October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.

- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Appendix as Sub-Appendix D-1A and submit it to the Minister.
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix D-1B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
 - (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
 - (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent

debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The Rental Housing Component is available from the date of this Agreement until March 31, 2025.
- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix D-1C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.
- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX D-1A

PROPONENT'S INITIAL OCCUPANCY REPORT
OPHI - Rental Housing Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	OPHI Units (A)	# of RS	# of SS	Non-OPHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

RS: Rent Supplements

SS: SIF – Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						

3 BR					
Others (specify)					
TOTAL					

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX D-1B

PROPONENT'S ANNUAL OCCUPANCY REPORT

OPHI Rental Housing Component
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	OPHI Units (A)	# of RS	# of SS	Non-OPHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

Unit Type	OPHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	(E) CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX D-1C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix D-1C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix D-1C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix D-1C, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Sub-Appendix D-1C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Sub-Appendix D-1C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix D-1C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 If rent supplements are used for OPHI funded Rental Housing Units, the Service Manager shall ensure that the total rent received by a Proponent,

including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for OPHI funded Rental Housing Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,

- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
- (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.

- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix A-4.

- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.

- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix D-1C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX D-1D

CONFIRMATION OF CONSTRUCTION START

OPHI- Rental Housing Component

This is to confirm that the _____ project in the
_____ [SM name] commenced construction on
_____ [date].

The start of construction for this project is within one hundred twenty (120)
days of the date of the project's Contribution Agreement, which was
signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

APPENDIX D-2

Homeownership Component

INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Affordable Housing”** means Housing that is:
 - (i) affordable to one-person households with an income at or below the sixtieth (60th) percentile of income for the Service Manager’s area or Ontario, whichever is lower, and to households with more than one person with a household income at or below the seventieth (70th) percentile of income for the Service Manager’s area or Ontario, whichever is lower, and
 - (ii) below the average resale price for the Service Manager’s area;
- **“Affordability Period”**, with respect to each Eligible Purchaser that receives an OPHI Loan, means the minimum twenty (20) year period commencing on the date of the OPHI Loan advance to such Eligible Purchaser;
- **“APS”** has the meaning given to it in Section 5.1;
- **“APS Funding”** has the meaning given to it in Section 5.1;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager and an approved Proponent for contributions under the Program;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Eligible Purchaser”** means a Purchaser that satisfies the Purchaser Eligibility Criteria;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;

- **“Homeownership Component”** means the Homeownership Component described in the Program Guidelines;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“OPHI Loan”** has the meaning given to it in Section 6.1;
- **“OPHI Mortgage”** has the meaning given to it in Section 7.1;
- **“Permitted Encumbrances”** means (i) a mortgage securing primary financing solely for the acquisition of the relevant Eligible Unit, (ii) a declaration and description under the *Condominium Act* where the Eligible Unit is a condominium, (iii) any minor easements for the supply of domestic utility or telephone services to the Eligible Unit or adjacent properties, (iv) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property as a residential dwelling; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land provided such have been complied with;
- **“Project Information Form”** means the form or format submitted by the Service Manager to the Minister for consideration of a Project;
- **“Program”** means the Homeownership Component as set out in the Program Guidelines;
- **“Project”** means Affordable Housing proposed by a Proponent under the Program;
- **“Proponent”** means a non-profit home ownership developer that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Purchaser”** means a person that has entered into an agreement of purchase and sale for the purchase of an Eligible Unit;
- **“Purchaser Eligibility Criteria”** means the criteria set out in Sub-Appendix D-2A;

- **“Revolving Loan Fund”** means a fund established by the Service Manager, or a third party subcontractor as permitted under section 13.2, in a segregated bank account for the purpose of providing moderate and low-income individuals and households with down payment assistance to purchase Affordable Housing on the same terms and conditions as are set out in Sections 6 and 7 of this Schedule but at such level of assistance as is determined by the Service Manager, or for such other purposes as permitted by the Program Guidelines;
- **“Unit”** means a self-contained residential dwelling;
- **“Unit Eligibility Criteria”** means the criteria set out in Sub-Appendix D-2B.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-2A – Purchaser Eligibility Criteria;
 Sub-Appendix D-2B – Unit Eligibility Criteria;
 Sub-Appendix D-2C – Homeownership Annual Report;
 Sub-Appendix D-2D – Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Homeownership Component in accordance with the Program Guidelines.

3. NON-PROFIT HOMEOWNERSHIP PROJECT SELECTION AND ADMINISTRATION

3.1 The Service Manager shall evaluate each Project in accordance with the requirements of the Program Guidelines.

3.2 The Service Manager shall submit to the Minister Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager’s Funding allocation.

- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 3.6 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 3.7 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 3.10 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 3.11 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix D-2D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 3.12 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 3.13 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:

- (i) a request by a Proponent to transfer responsibility for a Project to another entity;
- (ii) any failure by the Proponent to carry out all the Development Activities required or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (iii) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (iv) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
- (v) any breach by the Proponent of its Contribution Agreement with the Service Manager;
- (vi) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (vii) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (viii) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

4. PROVISION OF FUNDS BY THE MINISTER FOR NON-PROFIT HOMEOWNERSHIP PROPONENTS

4.1 In respect of all Projects:

- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement;
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule.

(b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:

- (i) the Proponent is in compliance with the Contribution Agreement;
- (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
- (iii) the Proponent has complied with the requirements of the Program.

4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.

4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

4.6 In no event shall the Funding for a Project exceed the greater of \$50,000 per Eligible Unit or 10% of the purchase price of each Eligible Unit.

5. PROVISION OF FUNDS BY THE MINISTER FOR ELIGIBLE PURCHASERS

5.1 Subject to Sections 5.3, 5.4, and 5.7, upon receipt by the Minister from the Service Manager of a copy of the first page and the signature page of a fully executed agreement of purchase and sale (an “**APS**”), for the purchase of an Eligible Unit by an Eligible Purchaser, together with a completed Project Information Form, the Minister will transfer to the Service Manager in trust, within fifteen (15) business days or within fifteen (15) days of the closing date of the Eligible Unit, whichever is later, the amount of funding that is requested by the Service Manager for use as down payment assistance for the Eligible Purchaser (the “**APS Funding**”).

5.2 The transfer of all APS Funding will be made by electronic funds transfer.

5.3 In no event shall the APS Funding received by the Service Manager and advanced by the Service Manager to an Eligible Purchaser for an Eligible Unit exceed ten per cent (10%) of the purchase price of the Eligible Unit.

- 5.4 In no event may any APS be submitted for funding under this Appendix after March 31, 2025 or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.5 The Service Manager shall use the APS Funding transferred to it by the Minister in respect of an Eligible Unit solely (i) for the purpose of providing an OPHI Loan to an Eligible Purchaser of the Eligible Unit in accordance with this Appendix, or (ii) as the Minister may in writing direct.
- 5.6 All interest that accrues on APS Funding while held by the Service Manager may be used by the Service Manager for the purpose of administering and delivering Affordable Housing.
- 5.7 In no event shall funding under this Appendix be advanced to the Service Manager after March 31, 2029.
- 5.8 For greater certainty, should the Minister in his or her sole discretion believe at any point in time that the Service Manager is not likely to comply with Section 5.3, the Minister may refuse to provide funding under Section 5.1.

6. PROVISION OF OPHI LOANS BY SERVICE MANAGER

- 6.1 Subject to Section 6.4, on the closing of the purchase of an Eligible Unit in respect of which APS Funding was transferred to the Service Manager, the Service Manager shall loan such transferred APS Funding to the relevant Eligible Purchaser for the sole purpose of financing the acquisition of the Eligible Unit (a “**OPHI Loan**”).
- 6.2 The following terms shall be set out in the loan agreement between the Service Manager and the Eligible Purchaser with respect to each OPHI Loan:
 - (a) Each OPHI Loan shall be for a term equal to the Affordability Period and shall not bear interest other than as contemplated below;
 - (b) On the twentieth (20th) anniversary date of the date of the OPHI Loan advance, provided the debtor is not in default under the terms of the loan, the principal under the OPHI Loan shall automatically be forgiven;
 - (c) Upon an event of default under the OPHI Loan, including the insolvency or bankruptcy of the debtor, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the death of the debtor, a lease of the Eligible Unit, the debtor ceasing to occupy the Eligible Unit as the debtor’s sole and principal residence, a misrepresentation by the debtor relating to his or her eligibility, or the use of the proceeds of the OPHI Loan for a purpose other than the acquisition of the Eligible Unit, the principal shall be repayable;

- (d) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for more than the price at which it was acquired by the debtor, the principal shall be repayable. In addition, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to the differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager, based on (i) the price at which the Eligible Unit was resold, if such transaction was an arm's length transaction or (ii) an independent appraisal commissioned by the Service Manager, if such transaction was not an arm's length transaction;
- (e) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for less than the price at which it was acquired by the debtor and the sale of the Eligible Unit was an arm's length transaction, the difference between the OPHI Loan amount and the depreciated amount shall be repayable. If the depreciated amount is greater than the OPHI Loan amount, the principal shall be forgiven;
- (f) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for less than the price at which it was acquired by the debtor and the sale of the Eligible Unit was not an arm's length transaction, the principal shall be repayable. In addition, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager;
- (g) If, during the period in which the OPHI Loan is outstanding, the debtor leases the Eligible Unit, ceases to occupy the Eligible Unit as the debtor's sole and principal residence, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the debtor becomes bankrupt or insolvent, the debtor misrepresents his or her eligibility, or the debtor uses the proceeds of the OPHI Loan for a purpose other than the acquisition of the Eligible Unit, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager;
- (h) The debtor may repay all of the OPHI Loan upon payment of an amount

that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager. The debtor shall not be permitted to prepay only part of the OPHI Loan;

- (i) Notwithstanding anything to the contrary contained in the OPHI Loan agreement, amounts payable under the OPHI Loan agreement with respect to capital appreciation shall be considered to be accrued interest for the purposes of section 18 of the *Mortgages Act* and section 10 of the *Interest Act*, or any successor provisions, and shall not exceed the maximum amount of interest that does not violate applicable laws;
- (j) The debtor shall be responsible for any processing charges associated with the discharge of an OPHI Mortgage;
- (k) Notwithstanding 6.2 (a) and (b), the Service Manager may set an Affordability Period greater than twenty (20) years, at the Service Manager's discretion.

6.3 If the Service Manager's contribution with respect to an Eligible Unit is equal to or greater than the amount of the Federal Funds provided by the Minister to the Service Manager in respect of the Eligible Unit, the Service Manager may require the debtor to provide it with a right of first refusal to acquire the Eligible Unit in the event that the owner of the Eligible Unit receives a bona fide offer to purchase the Eligible Unit from a third party. Any such right to acquire shall be for the fair market value of the Eligible Unit. Fair market value shall be determined by an independent appraisal commissioned by the Service Manager.

6.4 The provision of each OPHI Loan shall be subject to the conditions precedent that:

- (a) title to the relevant Eligible Unit is encumbered by no registered restrictions, charges, liens and encumbrances other than Permitted Encumbrances;
- (b) the relevant Eligible Purchaser has entered into a loan agreement with the Service Manager and provided the Service Manager with the registered mortgage documents contemplated by Section 7.1; and
- (c) each representation, statement, declaration and all information provided to the Service Manager by the Eligible Purchaser regarding his or her eligibility and the eligibility of the relevant Unit is true and accurate as at the time it was given or made.

If any of these conditions precedent have not been fulfilled on the date the OPHI Loan is to be advanced, the Service Manager shall not make the OPHI Loan.

- 6.5 Before the Service Manager advances the proceeds of an OPHI Loan, the Service Manager shall have a title search conducted against the relevant Eligible Unit and obtain a legal opinion as to whether all conditions precedent to the advance of the OPHI Loan have been satisfied.
- 6.6 The Service Manager shall ensure that each Unit in respect of which an OPHI Loan is made is an Eligible Unit, and that each Purchaser to whom an OPHI Loan is made is an Eligible Purchaser at the time the Service Manager enters into the loan agreement with the Purchaser.

7. SECURITY FOR OPHI LOANS

- 7.1 Each OPHI Loan shall be secured by a mortgage registered against title to the relevant Eligible Unit. Prior to the advance of the OPHI Loan by the Service Manager, the Eligible Purchaser will be required to provide the Service Manager with an executed registerable mortgage document in a form acceptable to the Service Manager and the Minister (an “**OPHI Mortgage**”). Each OPHI Mortgage shall incorporate the terms of the OPHI Loan as stated in Section 6.2, shall include a clause that provides that all monies that the Service Manager spends in recovering mortgage monies shall be added to the amount secured, and shall be registered against title to the relevant Eligible Unit immediately after registration of any mortgage securing the primary financing for the acquisition of the Eligible Unit.
- 7.2 The Service Manager shall, at its own expense, use commercially reasonable efforts to recover all monies owing to it under each OPHI Mortgage. The Service Manager shall co-operate with the Minister with respect to pursuing the remedies available to the Service Manager under OPHI Mortgages.

8. REVOLVING LOAN FUND

- 8.1 If the Service Manager has not already established a Revolving Loan Fund, the Service Manager agrees to do so and maintain the Revolving Loan Fund for the period of twenty (20) years from the date of this Agreement. All monies received by the Service Manager as a result of (i) a resale of an Eligible Unit prior to the end of the term of the OPHI Loan, (ii) a default under the OPHI Loan or OPHI Mortgage, or (iii) the repayment of the principal of an OPHI Loan prior to the end of its term, shall be transferred to the Revolving Loan Fund and used in accordance with the purposes of the Revolving Loan Fund.
- 8.2 All interest accrued on amounts held in the Revolving Loan Fund shall be used by the Service Manager for the purposes of administering and delivering Affordable Housing.

8.3 If the Service Manager establishes a Revolving Loan Fund in accordance with this Schedule, and the Service Manager wishes to terminate the Revolving Loan Fund after the fifteenth (15th) annual anniversary of the date of the Agreement, the Service Manager shall submit to the Minister a plan pertaining to the phasing out of the Revolving Loan Fund. The Revolving Loan Fund shall be terminated only in accordance with a phase out plan that has been approved by the Minister. At the end of the phase out period, all amounts in the Revolving Loan Fund shall be paid to the Minister or, upon agreement by the Minister, allocated by the Service Manager to financing acquisitions of Affordable Housing.

9. REPORTING REQUIREMENTS

9.1 For the twenty (20) year period following the date of the Agreement or for the period in which any OPHI Loans are still outstanding, whichever is longer, the Service Manager shall, between April 1 and April 30 in each year, provide the Minister with the following:

- (a) a report in the form of Sub-Appendix D-2C confirming (i) how the Funding was used; (ii) any resale of an Eligible Unit funded pursuant to this Appendix; (iii) any default under an OPHI Loan or OPHI Mortgage; (iv) any repayment of an OPHI Loan prior to the end of its term; and (v) all contributions and withdrawals from the Revolving Loan Fund.
- (b) copies of any OPHI Loan agreements and OPHI Mortgages relating to loans referred to in the above report.

9.2 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.

9.3 Section 9.1 shall survive any termination of this Appendix.

10. MARKETING

10.1 Subject to section 9 of Schedule A of the Agreement, the Service Manager and/or Proponent shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

11. EDUCATION AND TRAINING

- 11.1 The Service Manager shall ensure that educational materials and/or training sessions are offered to all Eligible Purchasers of Eligible Units on the home buying experience, including financial guidance concerning the up-front and on-going costs of homeownership, and on the obligations and benefits of being a homeowner.

12. REMEDIES

- 12.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,

- (a) terminate this Appendix;
- (b) demand repayment of any Funding in the possession or control of the Service Manager which has not been advanced to a Proponent or an Eligible Purchaser;
- (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project or Eligible Unit in respect of which the breach occurred;
- (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
- (e) cancel all further payments of Funding; and/or
- (f) suspend further payments of Funding for such period as the Minister may determine.

The Service Manager shall comply with a demand referred to in clause (d) and (e) irrespective of whether it has advanced any of the relevant amounts to a Proponent or an Eligible Purchaser.

13. GENERAL

- 13.1 The Homeownership Component is available from the date of this Agreement until March 31, 2025.
- 13.2 The Service Manager may engage a third party subcontractor to assist it in the performance of this Appendix. Such assistance shall be limited to but may include the provision of the OPHI Loans to Eligible Purchasers, the taking of OPHI Mortgages and the establishment and administration of the Revolving Loan Fund, in each case, by the third party subcontractor but otherwise in accordance with this Appendix. Notwithstanding any such arrangement, the Service Manager

shall remain in possession and control of all APS Funding until such funds are advanced to or on behalf of an Eligible Purchaser in connection with the purchase of an Eligible Unit, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Appendix. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.

- 13.3 The Service Manager may enter into an agreement with a private or non-profit developer pursuant to which (i) the developer agrees to make a certain number of Units in a development owned by the developer available to the public as Eligible Units and to market such Units as Units available under the Program, subject to the requirements of section 9 of Schedule A of the Agreement, and (ii) the Service Manager agrees to make OPHI Loans available to Eligible Purchasers of such Eligible Units.
- 13.4 The disbursement of Funding by the Minister to the Service Manager under Sections 4.1 and 5.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 13.5 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2029, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

14. ALTERNATIVE FORMS OF NON-PROFIT HOMEOWNERSHIP PROJECTS

- 14.1 The Service Manager may, in accordance with the Program Guidelines, submit a business case to the Minister for approval of a non-profit affordable homeownership Project which does not meet all of the requirements of this Appendix but which is consistent with the objectives of the Homeownership Component. The Minister may approve or reject any such Project at his or her sole discretion.
- 14.2 In respect of a Project approved under section 14.1, the Service Manager shall comply with the terms of the Minister's approval and with all applicable provisions of this Appendix except to the extent modified by the Minister's approval.

SUB-APPENDIX D-2A

PURCHASER ELIGIBILITY CRITERIA

Each person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

- (a) The individual must be at least eighteen (18) years old;
- (b) The individual must be a Canadian citizen or permanent resident of Canada;
- (c) The individual must be a renter or a first-time home buyer.

To qualify as a renter, the individual must be vacating a residential tenancy; can neither own nor have an ownership interest, other than a contingent interest, in a home anywhere in the world; and cannot be living in a spousal relationship with a person who owns or has an ownership interest, other than a contingent interest, in a home anywhere in the world.

To qualify as a first-time home buyer, the individual cannot have ever owned or had an ownership interest, other than a contingent interest, in a home anywhere in the world, at any time; and if the purchaser has a spouse, the spouse cannot have owned or had an ownership interest, other than a contingent interest, in a home, anywhere in the world, while he or she was the purchaser's spouse;

- (d) The individual must occupy the Eligible Unit as their principal residence within nine months of the date of transfer.
- (e) The individual must agree not to lease the Eligible Unit for the duration of the OPHI Mortgage;
- (f) Subject to clause (g) below, (i) if the individual lives in a one-person household, the individual's household income cannot exceed the sixtieth (60th) percentile of income for the Service Manager area, as provided by the Minister, or for Ontario, whichever is lower, and (ii) if the individual lives in a household of more than one person, the total income of all members of the individual's household cannot exceed the seventieth (70th) percentile of income for the Service Manager area, as provided by the Minister, or for Ontario, whichever is lower. For the purposes of this Agreement, the household of an individual shall be deemed to include and be limited to (i) the individual; (ii) any person with whom the individual is living in a spousal relationship; and (iii) any person over the age of eighteen (18) expected to be residing with the individual at the time of first occupancy of the Unit;

- (g) The income limits set out in clause (f) may be adjusted annually by the Minister based on census data indexed on the Consumer Price Index as published by Statistics Canada from time to time or for other reasons as the Minister may determine but, in any event, shall not exceed the sixtieth (60th) income percentile for all households in Ontario for one-person households or the seventieth (70th) income percentile for all households in Ontario for households with more than one person;
- (h) The individual's application for financial assistance must be supported by (i) two (2) pieces of original photo identification, (ii) an original notice of income tax assessment or other equally reliable evidence of income and (iii) a declaration that all information provided in the application is true and correct;
- (i) The individual agrees to secure his or her own primary financing for the purchase of the Eligible Unit;
- (j) Such other criteria as the Service Manager may establish.

SUB-APPENDIX D-2B

UNIT ELIGIBILITY CRITERIA

To be an Eligible Unit (within the meaning of this Appendix), a Unit must satisfy each of the following requirements:

- (a) It must be a Unit that either has not been previously occupied and to which the *Ontario New Home Warranties Plan Act* applies, including a Unit that has been converted from non-residential to residential use, or a Unit that is offered for resale, provided a home inspection is undertaken by a qualified inspector agreed to by the Purchaser and the Service Manager, at the Purchaser's expense. The results of the inspection must be wholly satisfactory to the Purchaser and the Service Manager;
- (b) The selling price of the Unit must be at or below the average resale price for the Service Manager area, as provided by the Minister;
- (c) The Unit may be detached, semi-detached, town (condominium and freehold), a duplex, a stacked home, a row house, an apartment or such other forms as may be approved by the Minister. The Unit must be modest in size, relative to community norms, in terms of floor area and amenities, as determined by the Service Manager;
- (d) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.

SUB-APPENDIX D-2C

OPHI HOMEOWNERSHIP ANNUAL REPORT

Report On Homeownership Loans Advanced by the Service Manager – Cumulative

TPON Reference No.	Purchaser Name	Client Type ¹	Target Group	Loan Amount	Mortgage Registration No.	Date Security Registered on Title	Closing Date	Project Status
TOTAL								

With respect to any sale of an Eligible Unit, cessation of occupancy by debtor or repayment of a Loan

TPON Reference No.	Eligible Unit Address	Original Purchase Price	Resale / Fair Market Value	Loan Amount	Total Amount Repaid	Date Repayment Received	Date of Closing	Reason for Repayment
TOTAL								

With respect to withdrawals from the Revolving Loan Fund and redeployment of Revolving Loan Funds

TPON Reference No	Purchaser Name	Client Type ¹	Target Group	Eligible Unit Address	Type of Unit ²	Purchase Price	Loan Amount	Closing Date	Date Security Registered on Title
TOTAL									

Balance (\$) of the RLF as of Last Report [date]: _____

Balance (\$) of the RLF as of Current Report [date]: _____

<p>Legend for Reporting Requirements</p> <p>1. Client type - Family, Single</p> <p>2. Type of Unit - Single, Semi-detached, Condo town, Freehold town, Row house, Duplex, Condo, Other</p>

Additional Comments:

[Insert any comments applicable to specific loans]

Certification:

I certify, to the best of my knowledge, that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Name of Service Manager

Signature

Date

Print Name

Position

APPENDIX D-3

Ontario Renovates Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise, the following items have the meanings set out in this section:

- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve market values or rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home or any other type of similar facility;
- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Development Activities”** means those activities which are normally undertaken for the repair, renovation or rehabilitation of buildings for residential purposes;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Agreement”** means an agreement entered into by the Service Manager and an approved Proponent for contributions for a Multi-Unit Rehabilitation project;
- **“Funding Schedule”** means the schedule of funding for the type of Project to be undertaken by a Proponent, as set out in the Funding Agreement or the Letter of Agreement;
- **“Home Repair Project”** means a Project which is the principal residence of a qualified eligible household that owns the Housing, to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made, and where a house is overcrowded, includes additions to the Housing, as set out in the Program Guidelines;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or

physical health care, education, corrections, food services, social support or public recreation;

- **“Letter of Agreement”** means an agreement that may be in the form of a letter signed by the Service Manager and Proponent that is approved for contributions for a Home Repair Project;
- **“Mortgage”** means a forgivable mortgage in favour of the Service Manager that is required to be taken out where the costs of the labour and materials used in the construction, repair, or rehabilitation of the Project are over \$25,000. The mortgage may, at the discretion of the Service Manager, be taken out where such costs are under \$25,000. The mortgage must be in a form satisfactory to the Service Manager and the Minister. The principal of the mortgage will be equal to the Funding provided for labour and materials and other costs approved by the Minister, including but not limited to building permit fees, inspection fees, appraisal fees, drawings and specification fees and applicable taxes. An amount of up to \$5,000 in accessibility repairs shall be in the form of a contribution that does not require an affordability period and shall not be included in the principal amount of the mortgage;
- **“Multi-Unit Rehabilitation Project”** means a Project that is not a Home Repair Project that is operated in accordance with the Program Guidelines and eligible for repairs or renovations in accordance with Program Guidelines;
- **“Occupancy Date”** means the date on which the Development Activities have been completed;
- **“Ontario Renovates Component”** means the Ontario Renovates Component described in the Program Guidelines;
- **“Procurement Process”** means the request for proposals or procurement process used by the Service Manager;
- **“Program”** means the Ontario Renovates Component described in the Program Guidelines;
- **“Project Information Form”** means the form or format submitted by the Service Manager to the Minister as evidence of Funding take-up;
- **“Promissory Note”** means the forgivable promissory note signed by the Proponent in favour of the Service Manager where the costs of the labour and materials used for the construction, repair or the rehabilitation of the Project is \$25,000 or less and where no Mortgage has been taken out. The amount of the Promissory Note will be equal to the Funding provided

for labour and materials and other costs approved by the Minister, including but not limited to building permit fees, inspection fees, appraisal fees, drawings and specification fees and applicable taxes. An amount of up to \$5,000 in accessibility repairs shall be in the form of a contribution that does not require an affordability period and shall not be included in the principal amount of the promissory note;

- **“Proponent”** means a person or other legal entity that has submitted a Proposal, including but not limited to homeowners and landlords;
- **“Proposal”** means the response to the request for proposals or procurement process, submitted to the Service Manager pursuant to the Procurement Process;
- **“Secondary Suite”** means a self-contained unit within an existing home or on the property lot of a single family home, as set out in the Program Guidelines;
- **“Security Documents”** means a Mortgage or Promissory Note, as the context may require;
- **“Shelter Bed Unit”** means a unit or bed in a shelter;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) multi-bedroom units which are used for congregate living; (ii) disabled/accessible units; (iii) Secondary Suites and (iv) Shelter Bed Units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-3A – Proponent’s Post-Repair Occupancy Report;
Sub-Appendix D-3B – Proponent’s Annual Occupancy Report;
Sub-Appendix D-3C – Service Manager’s Annual Report - Affordability Period;
Sub-Appendix D-3D – Service Manager’s Annual Report - Repayment;
Sub-Appendix D-3E – Service Manager’s Annual Report - Projects Funded From Repayments;
Sub-Appendix D-3F – Rental Protocol.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PAYMENTS BY THE MINISTER

2.1 The Minister shall transfer funds electronically to the Service Manager in May or June, July, November, and February of each Fiscal Year based on their approved Investment Plan and actual Funding take-up.

3. PROJECT APPROVAL

3.1 Once an eligible Project has been approved by the Service Manager, a completed Project Information Form, along with the appropriate Security Documents and Funding Agreement or Letter of Agreement, whichever is required, must be submitted in TPON to confirm Program take-up.

3.2 The Service Manager is responsible for Project selection and approval, monitoring progress and completion of Projects, quality of work and for the advancement of funds. The Service Manager must ensure the status of each Project is updated in TPON. In the event details of each Project are not updated as required, payments to the Service Manager may be reduced.

3.3 The Minister will monitor the progress of the Service Manager under the Program on TPON throughout the year. In particular, the Minister will review progress by December 15 of each fiscal year. The Minister may reallocate Funding in the event a Service Manager has not demonstrated take-up of ninety per cent (90%) or more of their yearly Program allocation by December 15.

4. ADMINISTRATION

4.1 In conjunction with the approval of each Project, the Service Manager shall arrange for an appropriate form of Funding Agreement or Letter of Agreement to be executed, and shall register appropriate Security Documents, prior to forwarding Funding to the Proponent.

4.2 A Funding Agreement or Letter of Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.

4.3 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Funding Agreement or Letter of Agreement. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project.

4.4 The Service Manager shall monitor all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities required in the Procurement Process or proposed in or intended by the

Proposal and whether they are carrying out such Development Activities in such manner and by the end of the Fiscal Year subsequent to the date of the Project Funding Agreement or Letter of Agreement or such additional time as may be determined by the Minister in the event of extenuating circumstances.

- 4.5 If requested by the Minister, the Service Manager shall obtain from the Proponent and shall forward to the Minister, a financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or that the Development Activities related to the Project have been fully completed.
- 4.6 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 4.7 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, the Minister and the Service Manager shall collaboratively review annually during the month of April the progress of utilization of the Funding by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Sub-Appendices D-3C, D-3D and D-3E.
- 4.8 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, and that in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 4.7, 4.10 and 4.11, and on the collaborative review of these materials pursuant to section 4.7.
- 4.9 The Service Manager shall provide the Minister with actual Project costs and proof that the Development Activities have been completed. The Minister reserves the right to reduce a future payment if such information has not been provided.
- 4.10 Upon initial occupancy of a Multi-Unit Rehabilitation Project, the Service Manager shall obtain from each Proponent the Proponent's Post-Repair Occupancy Report in the form attached to this Agreement as Sub-Appendix D-3A, and submit it to the Minister.
- 4.11 During the period between the Occupancy Date of each Project and the end of the Affordability Period, the Service Manager shall:
 - (a) obtain annually from each Proponent for all Multi-Unit Rehabilitation Projects, a completed information report, in the form attached to this Agreement as Sub-Appendix D-3B, and submit to the Minister for the first

three (3) years following completion of the Project and thereafter submit to the Minister upon the request of the Minister; and

- (b) complete and submit to the Minister, on or before April 30th subsequent to each reporting fiscal year, a report on all of the said funded Projects, in the forms attached to this Agreement as Sub-Appendices D-3C, D-3D and D-3E.

4.12 The Service Manager shall comply with the provisions of the *Construction Act*.

4.13 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:

- (a) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (b) if the Development Activities have not been completed by the end of the Fiscal Year subsequent to the date of the Project Funding Agreement or Letter of Agreement;
- (c) any breach by the Proponent of its Letter of Agreement or Funding Agreement, as applicable, with the Service Manager;
- (d) the Proponent becoming bankrupt or insolvent or taking the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (e) the death of the Proponent in respect of Home Repair Projects;
- (f) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

4.14 The Service Manager shall, on forty-eight (48) hours prior written notice, give the Minister free access to such staff, documents, books, records and accounts as may be determined by the Minister, for the purpose of verifying compliance with this Agreement.

4.15 The Minister may conduct an audit, investigation or inquiry in relation to a Project or any larger development or project of which any Project is a part and the

Service Manager shall co-operate with the Minister and shall provide free access to such staff, documents, books, records and accounts as may be determined by the Minister.

- 4.16 The provisions of sections 4.14 and 4.15 shall continue to apply for a period of seven (7) years following the end of the Affordability Periods for all of the Projects or the date of any early termination of this Agreement.
- 4.17 The Service Manager shall enter into a Funding Agreement or Letter of Agreement with the Proponent in relation to each Project which requires the Proponent to comply with the requirements of the Program and imposes on the Proponent such obligations as enable the Service Manager to fulfill its obligations to report to the Minister.
- 4.18 The Service Manager represents that it has not knowingly provided the Minister with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minister in the performance of its obligations under this Agreement.
- 4.19 The maximum Funding for a Unit shall not exceed \$50,000, except as otherwise provided in the Guidelines.
- 4.20 The Service Manager shall enforce the terms of all Promissory Notes and Mortgages which it receives. If the Service Manager receives repayment of any monies pursuant to any Promissory Notes or Mortgages, it shall use such Funding for carrying out Development Activities under this Agreement within the geographical limits of this Agreement. The Service Manager shall report to the Minister on or before each April 30th, until the expiry of all Promissory Notes and Mortgages, details respecting all sums that became due under the Promissory Notes and Mortgages and the amounts recovered and expended, together with a description of the work, and its location, carried out with such recovered Funding in the forms attached as Sub-Appendices D-3C, D-3D and D-3E. If the Service Manager does not comply with the requirements of this section within a reasonable period, all monies which it has recovered and not spent under this section shall become due and payable to the Minister to the extent that such monies originally constituted Funding.
- 4.21 The Promissory Note or Mortgage shall be forgiven in accordance with the Program Guidelines.
- 4.22 The Service Manager may enter into an arrangement with a delivery agent to perform all or some of its duties and obligations under this Agreement. However, under any such arrangement, Promissory Notes or Mortgages shall be taken out in favour of the Service Manager and not the delivery agent. The delivery agent will ensure that the Development Activities are completed either directly or through a contractor, who will enter into a contract with the owner.

Notwithstanding such arrangements, the Service Manager remains directly responsible and the Minister will relate to and look to the Service Manager alone in regard to the duties and obligations under this Agreement. The Service Manager shall also ensure that any delivery agent is bound by the same terms and conditions relating to the arrangement as are set out in this Agreement.

5. REMEDIES

5.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager:

- (a) terminate this Appendix;
- (b) demand immediate repayment of all or any portion of the Administration Fees paid by the Minister to the Service Manager;
- (c) demand immediate repayment of all or part of any Funding in the possession or control of the Service Manager that has not been used for a Project;
- (d) demand immediate repayment of all or any part of the monies paid by the Minister to the Service Manager under this Appendix;
- (e) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
- (f) cancel all further payments of Funding; and/or
- (g) suspend further payments of Funding for such period as the Minister may determine appropriate.

The Service Manager shall comply with a demand referred to in clause (d) and/or (e), irrespective of whether it has used any of the relevant amounts for a Project.

6. GENERAL

6.1 The Ontario Renovates Component is available from the date the Service Manager Administration Agreement is executed, until March 31, 2025.

6.2 The Service Manager acknowledges and agrees that the Rental Protocol set out in Appendix D-3F applies to all Multi-Unit Rehabilitation Projects by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol may not apply to Multi-Unit Rehabilitation Projects under the *Residential Tenancies Act, 2006*, and shall ensure that the Proponent agrees in writing that Appendix D-3F applies to its Multi-Unit Rehabilitation Project.

6.3 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.

SUB-APPENDIX D-3A
OPHI - ONTARIO RENOVATES COMPONENT
PROPONENT'S POST-REPAIR OCCUPANCY REPORT

Unit Type	Total Funded Units	Actual Rent to be Charged per Month	CMHC Average Market Rent (AMR)
Bachelor			
1 Bedroom			
2 Bedroom			
3 Bedroom			
4 Bedroom			
Other			

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I hereby authorize the _____ **[Insert SM]** to review the rent roll from appropriate source(s) if deemed necessary.

Signature

Date

Print Name

Position

**SUB-APPENDIX D-3B
OPHI - ONTARIO RENOVATES COMPONENT
PROPONENT'S ANNUAL OCCUPANCY REPORT**

Unit Type	Total Funded Units	Previous Year (20xx)		Current Year (20xx)		
		Actual Rent per Unit per Month	RTA Permitted Increase per Unit	Actual Rent per Unit per Month	Actual Rent Increase	CMHC Average Market Rent
1 Bedroom						
2 Bedroom						
3 Bedroom						
4 Bedroom						
Other						

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I authorize the _____ **[Insert SM]** to review the rent roll from appropriate source(s) if deemed necessary.

Signature

Date

Print Name

Position

**SUB-APPENDIX D-3D
OPHI – ONTARIO RENOVATES COMPONENT
ANNUAL REPORT – REPAYMENT**

Service Manager: _____

Reporting Period: _____

TPON REFERENCE NUMBER	NAME OF HOMEOWNER/ PROPONENT	PROJECT ADDRESS	AMOUNT REPAYED (\$)	REASON FOR REPAYMENT
Total			0.00	

Additional Comments:

I certify, to the best of my knowledge, that the information provided above is true and correct.

Prepared By: _____
Print Name and Title
Signature

Approved By: _____
Print Name and Title
Signature

Date Submitted: _____

**SUB-APPENDIX D-3E
 OPHI – ONTARIO RENOVATES COMPONENT
 ANNUAL REPORT – PROJECTS FUNDED FROM REPAYMENTS**

Service Manager: _____

Reporting Period: _____

TPONREFERENCE NUMBER	NAME OF HOMEOWNER / PROPONENT	CLIENT TYPE	TARGET GROUP	PROJECT ADDRESS	DESCRIPTION OF WORK	APPROVAL DATE	NUMBER OF UNITS (#)	FUNDING AMOUNT (\$)
Total							0	0.00

Additional Comments:

I certify, to the best of my knowledge, that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Prepared By: _____
 Print Name and Title Signature

Approved By: _____
 Print Name and Title Signature

Date Submitted: _____

SUB-APPENDIX D-3F

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix D-3F, unless the context requires otherwise,

- **“Affordability Period”** means the minimum “fifteen (15) year period” following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix D-3F is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey.

when used in this Sub-Appendix D-3F, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Sub-Appendix D-3F, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix and not sections of the Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Sub-Appendix D-3F nor increase any rent charged for a Unit except as permitted in this Sub-Appendix D-3F.

3. RENTS

3.1 The rent of all Units in a Project for which Program Funding has been utilized shall not exceed CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.

- 3.2 The Service Manager shall ensure that the total rent payments to a Proponent, including rent paid by the tenant and any Rent Supplement paid by the Service Manager or other party, shall not exceed one hundred per cent (100%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey
- 3.3 In areas where there is no or insufficient information from the CMHC Average Market Rent Survey, or in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community, alternate market rents may be submitted by the Service Manager for review and approval by the Minister.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under sections 3.1, 3.2 and 3.3 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix D-3F.

5. AFTER AFFORDABILITY PERIOD

- 5.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

APPENDIX D-4

Rental Assistance Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Average Market Rents” (“AMRs”)** means, under the Rent Supplement Stream, the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey, or in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community;
- **“Eligible Landlord”** means, under the Rent Supplement Stream, a Private Landlord, Non-Profit Landlord, or Cooperative Housing Landlord that owns the Eligible Unit to which the Rent Supplement is applied;
- **“Eligible Renter Household”** means a household that either is on or is eligible to be on a social housing waiting list; that does not own a home suitable for year-round occupancy; and that meets the criteria in the Program Guidelines and in Sub-Appendix D-4B;
- **“Eligible Unit”** means, under the Rent Supplement Stream, a self-contained residential dwelling or shared accommodation that meets the Unit Eligibility Criteria in the Program Guidelines and in Sub-Appendix D-4A;
- **“Household Eligibility Criteria”** means the criteria set out in Sub-Appendix D-4B;
- **“Household Income Limits” (“HILs”)** means the highest incomes that renter households can have and still remain eligible for the Program, based on geographical areas and classified by bedroom count, in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or

physical health care, education, corrections, food services, social support or public recreation;

- **“Housing Allowance”** is a monthly subsidy paid directly to an Eligible Renter Household. At the discretion of the Service Manager, and upon request from the Eligible Renter Household, the Housing Allowance may be paid to the Landlord on behalf of the Eligible Renter Household.
- **“Housing Allowance Application Form”** means an application form designed by the Service Manager or another delivery agent that meets the criteria described in Sub-Appendix D-4C, and that a Program applicant must submit to the Service Manager or another delivery agent to be considered for a Housing Allowance under the Program;
- **“Housing Allowance Direct Delivery Stream”** means the Housing Allowance Direct Delivery Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Housing Allowance Shared Delivery Stream”** means the Housing Allowance Shared Delivery Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Landlord”** means one of the following: Private Landlord; Non-Profit Landlord; or Cooperative Housing Landlord;
- **“Landlord Agreement”** means one of the following agreements: Private Landlord Agreement; Non-Profit Landlord Agreement; Cooperative Housing Landlord Agreement; and includes any other Agreement between the Service Manager and the Landlord that meets the Program Guidelines;
- **“Program”** means the Rental Assistance Component, as set out in the Program Guidelines;
- **“Rent Supplement”** is a subsidy paid to the Eligible Landlord on behalf of an Eligible Renter Household;
- **“Rent Supplement Stream”** means the Rent Supplement Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Rental Assistance Component”** means the Rental Assistance Component described in the Program Guidelines and consisting of three (3) streams: Rent Supplement Stream, Housing Allowance Direct Delivery Stream, and Housing Allowance Shared Delivery Stream;
- **“Unit Eligibility Criteria”** means, under the Rent Supplement Stream, the criteria set out in Sub-Appendix D-4A.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-4A - Unit Eligibility Criteria

Sub-Appendix D-4B - Household Eligibility Criteria

Sub-Appendix D-4C - Housing Allowance Application Process and Form

Sub-Appendix D-4D – Contribution Agreement

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Rental Assistance Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF PROGRAM FUNDS BY THE MINISTER

3.1 Subject to sections 3.2, 3.4 and 3.7, upon review by the Minister of the Service Manager's Investment Plan, the Minister shall transfer to the Service Manager by electronic funds transfer, the amount of funding (the "Rent Supplement Stream Funding" and "Housing Allowance Direct Delivery Stream Funding") indicated in the Investment Plan.

3.2 The Service Manager shall update the Investment Plan on a quarterly basis as set out in section 5.1. Payment adjustments may be made based on discrepancies between the Service Manager's planned and actual spending.

3.3 In the case of the Housing Allowance Shared Delivery Stream, the Minister shall hold back from the Service Manager's annual allocation the amount of funding (the "Housing Allowance Shared Delivery Stream Funding") requested in the Service Manager's Investment Plan, to be used by the Minister of Finance for paying Eligible Renter Households.

3.4 The Minister shall transfer Rental Assistance Funding that is Rent Supplement and/or Housing Allowance Direct Delivery Funding to the Service Manager in May or June, July, November, and February of each Fiscal Year, provided the Service Manager has complied with the requirements of section 5.1.

3.5 The Service Manager shall use the Rental Assistance Funding transferred to it by the Minister solely for the purpose of providing a Rent Supplement to an Eligible

Landlord of the Eligible Unit and/or a Housing Allowance to an Eligible Renter Household, in accordance with this Appendix, or as the Minister may direct, in writing.

- 3.6 All interest that accrues on Rental Assistance Funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Affordable Housing.
- 3.7 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.5, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER

- 4.1 The Service Manager shall not expend Funding under the Program for an Eligible Unit or any Eligible Unit substituted for another Eligible Unit and/or an Eligible Renter Household after March 31, 2025.
- 4.2 The Service Manager or its authorized agency shall enter into a Landlord Agreement with each Landlord, in respect of all commitments of Eligible Units made on or after the date this Agreement is executed by the Parties. In the case of the Housing Allowance streams, the Service Manager and/or its authorized delivery agent shall develop a client application process and use an Application Form that meets the criteria described in Sub-Appendix D-4C. The Service Manager or its authorized delivery agent shall provide a Housing Allowance in the amount determined by the Service Manager and indicated in the Investment Plan, to the Eligible Renter Household.
- 4.3 A Landlord Agreement shall not be entered into or continued respecting an Eligible Unit where a renter is related to the Landlord.
- 4.4 The Service Manager shall ensure that all Eligible Units that are subject to a Landlord Agreement are clean, fit for habitation, in satisfactory state of repair, meet applicable minimum health and safety standards and that the Landlord has confirmed that the Eligible Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.5 The Service Manager shall determine the monthly Rent Supplement Funding to be paid to Eligible Landlords on behalf of each Eligible Renter Household.
- 4.6 The Service Manager shall establish rules to determine whether the Household's income is at or below the local Household Income Limits (HILs), in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*. The Service Manager shall put these rules in writing and make them available to the general public. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs.

4.7 The Service Manager shall conduct annual (or more frequent if required) income testing of Eligible Renter Households to ensure their continued eligibility for the Program.

5. REPORTING REQUIREMENTS

5.1 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister, by October 15, January 15, March 15 and May 31 of each year, with an updated Investment Plan, indicating the number of Landlord Agreements executed and Units occupied, the number of Eligible Renter Households assisted, target client groups assisted and Program funding expended.

5.2 The Service Manager shall provide documentation of Landlord Agreements and/or agreements with delivery agencies, and/or evidence of successful Housing Allowance Applications.

5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

6. MARKETING

- 6.1 Subject to section 10 of Schedule A, the Service Manager shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

7. REMEDIES

- 7.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
- (a) terminate this Appendix;
 - (b) demand repayment of any Rental Assistance Funding in the possession or control of the Service Manager which has not been advanced to an Eligible Landlord and/or an Eligible Renter Household;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Eligible Unit in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Rental Assistance Funding; and/or
 - (f) suspend further payments of Rental Assistance Funding for such period as the Minister may determine.
- 7.2 The Service Manager shall comply with a demand referred to in clauses 7.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to an Eligible Landlord and/or an Eligible Renter Household.
- 7.3 All of the remedies available to the Minister under this Appendix, at equity and/or at law are cumulative and are not alternative and the Minister shall not be precluded from availing himself simultaneously of some or all of the said remedies.
- 7.4 Notwithstanding any of the terms of this Appendix, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

8. GENERAL

- 8.1 The Program is available from the date of the Agreement until March 31, 2025.
- 8.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Program. Such assistance shall be limited to but may include the provision of the Rent Supplements to Eligible Landlords and/or Housing Allowances to Eligible Renter Households, in each case, by the third party subcontractor but otherwise in accordance with this Appendix. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Rent Supplement Stream and/or Housing Allowance Direct Delivery Stream Funding until such funds are advanced to or on behalf of an Eligible Landlord in connection with the provision of Rent Supplements for an Eligible Unit and/or Housing Allowances to Eligible Renter Households, and shall remain directly responsible to the Minister under and for the performance of this Appendix. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Appendix. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.
- 8.3 The Service Manager may enter into a Landlord Agreement with a Landlord pursuant to which (i) the Landlord agrees to rent a certain number of Eligible Units in a development owned by the Landlord available to the public as Eligible Units and to market such Eligible Units as Eligible Units available under the Program, subject to the requirements of section 10 of the Agreement, and (ii) the Service Manager agrees to make Rent Supplement Funding available to Eligible Households of such Eligible Units.
- 8.4 The disbursement of Rental Assistance Component Funding by the Minister to the Service Manager under section 3.1 and/or 3.2 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 8.5 Subject to the existence of a Memorandum of Understanding between the Minister and the Minister of Finance, if the Service Manager wishes to deliver the Housing Allowance Shared Delivery Stream of the Operating Component, the Service Manager shall enter into a form of agreement with the Minister and the Minister of Finance as the Minister may require.
- 8.6 If the Service Manager enters into an agreement with the Minister to have the Minister provide it with administration and delivery services for the Housing Allowance Shared Delivery Stream and wishes to contribute its own dollars, the Service Manager shall enter into a Contribution Agreement with the Minister substantially in the form of Sub-Appendix D-4D, subject to such changes as the Minister and the Service Manager may agree.

SUB-APPENDIX D-4A

UNIT ELIGIBILITY CRITERIA

1. An Eligible Unit (within the meaning of this Appendix) must satisfy each of the following requirements:
 - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister annually;
 - (b) Meet local occupancy standards, included in program information available to the public;
 - (c) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
 - (a) Hostel units, group homes, nursing and retirement homes;
 - (b) Non-market units in social housing developments.

SUB-APPENDIX D-4B

HOUSEHOLD ELIGIBILITY CRITERIA

1. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application:
 - (a) The primary applicant must be at least sixteen (16) years old;
 - (b) Neither own a home, nor have an ownership interest in a home, other than a contingent interest;
 - (c) Not be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home, other than a contingent interest;
 - (d) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs;
 - (e) Not be in receipt of any other housing allowance or rent supplement;
 - (f) Each household member must be a resident of Ontario with status in Canada
2. The Service Manager shall define “household income”.
3. The Service Manager may establish such additional criteria as may be required to administer this Program, provided they are not inconsistent with the requirements of this Program.

SUB-APPENDIX D-4C

HOUSING ALLOWANCE APPLICATION PROCESS AND FORM

1. The Service Manager and/or its delivery agent shall develop the application process that suits its local needs and make it available to the public.
2. The Service Manager and/or its delivery agent may select Eligible Renter Households from social housing waiting lists.
3. The Service Manager and/or its delivery agent shall design an Application Form that shall include, but not be limited to, the following sections:
 - (a) A definition of “Household Income”;
 - (b) Household Income declaration;
 - (c) Explicit list of eligibility criteria;
 - (d) Consent regarding personal information sharing;
 - (e) Applicant signature and date; and
 - (f) Such other requirements as are set out in the Program Guidelines or as the Minister may advise from time to time, and/or as the Service Manager and/or its delivery agent may establish.

SUB-APPENDIX D-4D

CONTRIBUTION AGREEMENT

This Contribution Agreement is entered into as of the **[INSERT DATE]**

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY
THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING**
("The Minister")

- and -

[SERVICE MANAGER]
("Service Manager")

RECITALS

- A. Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen (now His Majesty the King) in right of Ontario as represented by the Minister of Housing ("MHO") entered into a bi-lateral agreement under the 2017 National Housing Strategy, made as of April 1, 2017 (the "CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy").
- B. The Minister is now responsible for the CHMC-Ontario Bilateral Agreement under the 2017 National Housing Strategy signed by MHO.
- C. The Minister has established, as part of the Ontario Priorities Housing Initiative, a Housing Allowance Shared Delivery Stream pursuant to which the Minister provides CMHC funding and provincial funding.
- D. The Minister and the Service Manager have entered into this Agreement for the purpose of setting out the respective roles and responsibilities of the Minister and the Service Manager with respect to the contribution of funding by the Service Manager to the Housing Allowance Shared Delivery Stream.
- E. The Service Manager would like to contribute **[INSERT AMOUNT]** Canadian Dollars per Benefit Year (the "Funds") to the Program for use by the Minister under the Housing Allowance Shared Delivery Stream, in accordance with an Agreement for Services, dated **[INSERT DATE]**, between the Minister and the Service Manager (the "Agreement for Services").
- F. All capitalized terms not defined herein shall have the meanings given to them in the Agreement for Services.

NOW THEREFORE the parties agree as follows:

1. Subject to section 3, the Service Manager agrees to provide the Minister with the Funds as a contribution under the Program in equal quarterly instalments commencing on **[INSERT DATE]**.
2. The Service Manager directs the Minister to use the Funds for the Program's Housing Allowance Shared Delivery Stream in accordance with the Agreement for Services.
3. Subject to section 4, all Service Manager funding contemplated under this Agreement is subject to Service Manager Council's annual approval of the annual budget, and the Service Manager shall not be required to participate in future Benefit Years with such funding should the approval of municipal contribution be insufficient to meet the funding obligations of the Service Manager.
4. Despite section 3, where the Service Manager is already participating in the Program in a Benefit Year, the Service Manager agrees to ensure that sufficient funding is provided for its participants for the entire Benefit Year notwithstanding a failure to approve sufficient funding.
5. The Minister agrees to use the Funds solely for the Program's Housing Allowance Shared Delivery Stream in accordance with the Agreement for Services.
6. Subject to any necessary appropriations, any unused Funds shall be returned to the Service Manager following termination or expiry of the Agreement for Services.

IN WITNESS WHEREOF the parties have executed this Agreement.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF MUNICIPAL
AFFAIRS AND HOUSING**

Signature: _____
Name: _____
Title: _____
Date of _____
Signature: _____

[SERVICE MANAGER]

Signature: _____
Name: _____
Title: _____
Date of _____
Signature: _____

APPENDIX D-5

Housing Support Services Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Housing Services Agreement”** means an agreement between the Service Manager and a Support Services Agency for Support Services to be provided under the Program;
- **“Housing Support Services”** means services which are intended to ensure Housing retention, greater self-reliance and social inclusion for tenants/occupants;
- **“Housing Support Services Agency”** means a provider of Housing Support Services;
- **“Housing Support Services Component”** means the Housing Support Services Component described in the Program Guidelines;
- **“Program”** means the Housing Support Services Component, as set out in the Program Guidelines.

1.2 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.3 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise

1.4 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Housing Support Services Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF PROGRAM FUNDS BY THE MINISTER

3.1 Subject to sections 3.2, 3.4 and 3.6, upon review by the Minister of the Service Manager's Investment Plan, the Minister shall transfer to the Service Manager by electronic funds transfer, the amount of Housing Support Services Component funding indicated in the Investment Plan.

3.2 The Service Manager shall update the Investment Plan on a quarterly basis as set out in section 5.1. Payment adjustments may be made based on discrepancies between the Service Manager's planned and actual spending.

3.3 The Minister shall transfer Housing Support Services Funding to the Service Manager in May or June, July, November, and February of each Fiscal Year, provided the Service Manager has complied with the requirements of section 5.1.

3.4 The Service Manager shall use the Housing Support Services Funding transferred to it by the Minister in respect of Housing Support Services in accordance with this Appendix, or as the Minister may direct, in writing.

3.5 All interest that accrues on Housing Support Services Funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Housing Support Services.

3.6 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.4, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER

4.1 The Service Manager shall not expend Funding under the Program after March 31, 2025.

4.2 The Service Manager or its authorized agency shall enter into a Housing Services Agreement with each Housing Support Services Agency, in respect of commitments made on or after the date this Agreement is executed by the Parties. As an alternative, the Service Manager may arrange to deliver Housing Support Services directly.

5. REPORTING REQUIREMENTS

- 5.1 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister, by October 15, January 15, March 15 and May 31 of each year, with an updated Investment Plan, indicating the number of Services Agreements executed, Households assisted, target client groups assisted and Program funding expended.
- 5.2 The Service Manager shall provide documentation of Housing Services Agreements.
- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.
- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

6. REMEDIES

- 6.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
 - (a) terminate this Appendix;
 - (b) demand repayment of any Housing Support Services Funding in the possession or control of the Service Manager which has not been advanced to a Housing Support Services Agency;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Housing Services Agreement in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Housing Support Services Funding; and/or
 - (f) suspend further payments of Housing Support Services Funding for such period as the Minister may determine.
- 6.2 The Service Manager shall comply with a demand referred to in clauses 6.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to a Housing Support Services Agency.
- 6.3 All of the remedies available to the Minister under this Appendix, at equity and/or at law are cumulative and are not alternative and the Minister shall not be

precluded from availing himself simultaneously of some or all of the said remedies.

- 6.4 Notwithstanding any of the terms of this Appendix, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

7. GENERAL

- 7.1 The Program is available from the date of the Agreement until March 31, 2025.
- 7.2 Funding under the Program can be provided to eligible tenants in existing social housing, affordable housing units created under previous programs, as well as to eligible tenants of units established under the Ontario Priorities Housing Initiative.
- 7.3 The disbursement of Housing Support Services Funding by the Minister to the Service Manager under section 3.1 and/or 3.2 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.

SCHEDULE E
FRENCH LANGUAGE SERVICES REPORT

Please complete and submit this Report on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact: Name:

Telephone:

Email:

This report is to confirm that the ***[Insert Service Manager Name]*** is providing services under Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The ***[Insert Service Manager Name]*** confirms that it is:

- a) Providing COCHI and OPHI services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with COCHI and OPHI are available in French.

I declare that the above information is true and complete.

[Insert Service Manager Name]

Name:

Title:

I have the authority to bind _____ ***[Insert Service Manager Name]***

Dated at _____ this _____ day of _____, 20__.

As a Service Manager providing services under COCHI and OPHI and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under COCHI and OPHI in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE F

Communications Protocol Requirements

CMHC – ONTARIO

BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY

SCHEDULE E: COMMUNICATIONS PROTOCOL (Agreement subparagraph 7.11)

1. Purpose

- 1.1 This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Project proponents, with respect to Communications Activities related to Projects.
- 1.2 This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- 1.3 The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects and Recipients receiving funding or benefits under this Agreement.
- 1.4 This Communications Protocol applies to Initiatives under Schedule B to this Agreement and for greater certainty does not apply to Federal NHS Programs under Schedule G to this Agreement.

2. Guiding Principles

- 2.1 For the purposes of this Agreement, “Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement, and includes “Joint Communications”.
- 2.2 Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of investments made in housing and that they receive consistent information about funded Projects and their benefits.
- 2.3 MHO is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Project proponents and for ensuring their compliance.
- 2.4 Communications Activities under this Agreement shall refer to equally and give equal prominence and priority to Canada, including CMHC and Ontario, including MHO. In addition, at the request of MHO, recognition for Municipal Funding and funding by Indigenous governments directly to Projects and Recipients may also be included in a manner agreed to by the Parties. This paragraph applies to all relevant provisions of this Agreement.

3. Joint Communications

- 3.1 For the purposes of this Agreement, "Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Ontario and, where applicable, the Project proponent, and are not operational in nature.
- 3.2 Canada, MHO and Project proponents will have Joint Communications about the funding for the Project(s).
- 3.3 Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Project proponent.
- 3.4 All Joint Communications material will be approved by the Parties prior to release and will recognize both Parties in accordance with this Schedule E.
- 3.5 The announcement or publication of Projects and Project lists, as well as announcements of any additional Projects, must be approved by the Parties prior to the announcement, except as otherwise set out in this Agreement.
- 3.6 Each of the Parties or the Project proponent may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Party or the Project proponent. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- 3.7 The requestor of the Joint Communications will provide the opportunity for the other Party or the Project proponent to choose to participate and choose their own designated representative (in the case of an event).
- 3.8 Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos.
- 3.9 The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

4. Individual Communications

- 4.1 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to communicate information to Canadians about the Agreement and the use of funds to meet their respective legislated and regulatory obligations through their respective Communications Activities, with prior notice.
- 4.2 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to identify projects receiving \$1 million or more of funding for the purposes of reporting publicly. For clarity, other activities, including Project-level news releases and public events, are still subject to Section 3.
- 4.3 Each Party may include general program messaging and additional Communications Activities of Projects already announced in their own Communications Activities.
- 4.4 Each Party or the Project proponent may do their own Communications Activity if the Communications Activity is not related to funding under this Agreement.

5. Operational Communications

5.1 MHO and the Project proponent are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices..

6. Media Relations

6.1 Canada and MHO will share information within one (1) business day with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

7. Signage

7.1 If one or all the Parties and/or Project proponent wishes to install a sign recognizing their contribution to the Project, Project proponent must produce and install a sign to recognize the contribution of all Parties. Signage must be produced in accordance with current federal signage guidelines unless agreed otherwise by Canada. The federal sign design, content, and installation guidelines will be provided by Canada.

7.2 Where the Project proponent decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize CMHC and Ontario and be approved by Canada and MHO.

7.3 If erected, signage recognizing CMHC and MHO will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.

7.4 If erected, signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. Costs

8.1 Costs associated with the development and production of signage and joint public announcements are eligible costs under this Agreement as established by both Parties.

9. Communicating With Project Proponents and Others

9.1 MHO agrees to facilitate, as required, communications between Canada and the Project proponent for Communications Activities.

9.2 MHO agrees to provide annual letters or other communication satisfactory to CMHC to households in Projects which benefited from the Canada Community Housing Initiative funding, recognizing CMHC and provincial and municipal's contribution in accordance with 2.4 of this Schedule E.

10. Advertising Campaigns

10.1 Recognizing that advertising can be an effective means of communicating with the public, Canada and MHO may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects, unless agreed otherwise. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Project proponent will inform the other Parties or Project proponents of its intention no less than twenty-one (21) working days prior to the campaign launch.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Scott Mathers MPA, P.Eng.
Deputy City Manager, Planning and Economic Development

Subject: Canada-Ontario Community Housing Initiative and Ontario
Priorities Housing Initiative Approval of Ontario Transfer
Payment Agreement

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, that the following actions Be Taken:

1) The attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on October 17, 2023 to:

((a) **APPROVE** the Ontario Transfer Payment Agreement between The Corporation of the City of London and His Majesty the King in right of Ontario as represented by The Minister of Municipal Affairs and Housing for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years ("Agreement");

(b) **AUTHORIZE** the Mayor and the City Clerk to execute the Agreement;

(c) **AUTHORIZE** the Deputy City Manager, Planning and Economic Development to approve any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;

(d) **AUTHORIZE** the Mayor and Clerk to execute any future amending agreements to the Agreement approved by the Deputy City Manager, Planning and Economic Development; and

(e) **AUTHORIZE** the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute any reports and Investment Plan required under the Agreement.

Executive Summary

On August 17, 2023, The Ministry of Municipal Affairs and Housing confirmed the City of London Service Manager's Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) 2023-24 funding allocations. As a result, the City of London will receive a COCHI allocation of \$4,389,000 and OPHI allocation of \$2,829,300. City of London previous contribution from the Provincial Government was \$2,862,452 for COCHI and \$2,887,700 for OPHI for the 2022-23 period.

This report provides an overview of the proposed Investment Plan allocations to support the 2023-24 housing program activities.

Linkage to the Corporate Strategic Plan

Council and staff continue to recognize the importance of actions to support housing, as reflected in the 2023-2027 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Housing and Homelessness
- Well-Run City

Housing and Homelessness Strategic Area of Focus:

The following strategies are intended to “Increase access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners”:

- Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.

The following strategies are intended to Decrease the number of Londoners at risk of or experiencing homelessness:

- Implement a program of continuous review of policies, procedures, and by-laws to create accountability and opportunities for balanced and compassionate solutions to homelessness.

Well-Run City Strategic Area of Focus:

The following strategies are intended for Londoners to have trust and confidence in their municipal government:

- Increase transparency and accountability in decision making, financial expenditures, and the delivery of municipal programs and services.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Community & Protective Services Committee – May 31, 2022 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Amending Agreement](#)
- [Community & Protective Services Committee – August 31, 2021 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Amending Agreement](#)
- [Community & Protective Services Committee – June 17, 2019 – Canada-Ontario Community Housing Initiative \(COCHI\) and Ontario Priorities Housing Initiative \(OPHI\) Approval of Ontario Transfer Payment Agreement](#)

1.2 Background

Service Managers previously entered into a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing to participate in COCHI and OPHI for the 2019/20 – to 2021/22 program years and were required to sign an amending agreement with the Province in order to extend the Transfer Payment Agreement for the 2022-23 program year. Service Manager will be required to sign a new Transfer Payment Agreement with the Province for the 2023-24 and 2024-25 program years.

The Transfer Payment Agreement contains an accountability framework between the Province and Service Managers and outlines the roles and responsibilities of the

Service Manager. In order to participate in the program in 2023-24 and 2024-25 fiscal years, the Service Manager must enter into a new Transfer Payment Agreement.

The Ontario Transfer Payment Agreement provides flexibility, with accountability, to municipal Service Managers to delivery housing assistance and supports to better meet the community needs, provide safer and well-maintained buildings, assist in finding housing more easily, and providing more opportunities to participate in the economy and their community. The City of London is the Service Manager for the city as well as for Middlesex County. The Ministry of Municipal Affairs and Housing provides the guidelines for the various components and program requirements under the COCHI and OPHI programs for the Service Managers.

To ensure Service Managers are well-positioned to move forward with implementation of their housing programs, the Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocation will be used during the 2023-24 funding period. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

The Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Supports.

It is also noted that the agreement requires the City to indemnify the Province against all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings in connection with the Program.

Further, section 16 of the Agreement provides that the Province is under no obligation to provide the funding in the Transfer Payment Agreement where no appropriation is made by the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement.

These provisions are non-negotiable standards of the Transfer Payment Agreement and accepting the liability exposure is required to gain the greater benefit of the funding.

2.0 Discussion and Considerations

2.1 Purpose

The City of London, as the Service Manager for London and Middlesex County, has received our COCHI and OPHI funding allocation for the 2023-24 period. To receive this funding, the City of London is required to enter into the Amended Transfer Payment agreement with the province and submit an Investment Plan.

2.2 Housing Program Components

Canada-Ontario Community Housing Initiative

COCHI funding focuses on providing the opportunity for Service Managers and housing providers (including public housing) to protect tenants in projects reaching the end of their operating agreements and/or mortgage maturity. The program is intended to help stabilize the supply of community housing through new development, repairs, renovations, and operating support. COCHI is to protect tenants in projects with expiring operating agreements/mortgages and to begin to stabilize and eventually grow the supply of community housing through regeneration & expansion, repairs, renovations, and operating support. COCHI funding is intended to support providers that can demonstrate their potential for long-term sustainability.

Housing providers/projects that receive funding under the COCHI Capital Component must remain affordable for a ten (10) year period after the completion of the funded

retrofit work, including a minimum of five (5) years during which it will continue to operate as a social housing provider under the *Housing Services Act, 2011*.

The components of COCHI include:

New Development and Repair

New development and capital repair project eligibility criteria to support both community housing providers and Local Housing Corporations (public housing).

Service Managers are encouraged to utilize COCHI funding for strategic capital repairs which preserve and extend the functional lifespan of the social housing supply, such as investments based on capital needs identified in current building condition audits and that help support ongoing housing provider sustainability.

Eligible repair work could include:

- Replacing and/or repairing core building systems, and sub-systems (e.g., heating and/or cooling, leaking roof systems, water issues, structural repairs, etc.); and
- Carrying out health and safety repairs (e.g., accessibility renovations).

Eligible projects must be developed by non-profits, co-operatives, or municipalities. Project proposed by, or in partnership with, private sector proponents are not eligible.

Rent Supplements

A rent supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance.

Providing rent supplements is intended to promote housing stability for tenants who would otherwise face affordability challenges.

Transitional Operating Funding

COCHI funding may also be used as a short-term transitional operating subsidy. The expectation is that housing providers would use this funding to address immediate areas of concern with the clear objective of reaching an operational and financial status that does not require an ongoing government subsidy but could transition to a rent subsidy agreement that is not an ongoing subsidy.

Ontario Priorities Housing Initiative

OPHI focuses on addressing local housing priorities, including affordability, repair, and new construction.

Rental

Project eligibility criteria includes new construction, including additions and renovations; acquisitions and rehabilitation of existing residential buildings and conversion of non-residential buildings or units into purpose-built rental buildings/units. Construction of new rental housing for social housing redevelopment is also eligible. Eligible projects must be non-profit, municipal, co-operative developments or partnerships.

Units must be modest in size and amenities relative to other housing in the community. Units are expected to be self-contained. Proponents who wish to develop congregate living buildings (rooms with shared living spaces) for supportive housing may be eligible for program funding and should provide a rationale to receive funding.

Projects must start within 120 days of signing a Municipal Contribution Agreement, have units that are at or below the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the community for a minimum of 20 years, and the project's weighted average rent must be at or below 80% of CMHC AMR.

Homeownership

The Homeownership component aims to assist low to moderate-income renter households to purchase affordable homes by providing down payment assistance in the form of a forgivable loan.

Specific objectives are:

- To provide renter households with an opportunity to move into homeownership;
- To ease the demand for rental housing by assisting renter households to purchase affordable homes; and
- To encourage non-profit affordable homeownership developers to build affordable ownership units.

Eligible households must be at or below the 70th percentile income with a purchase price of a home must not exceed the average resale price. Both eligibility thresholds are provided to the Service Manager by the Ministry.

Ontario Renovates

The Ontario Renovates component provides financial assistance to renovate and/or rehabilitate affordable ownership and rental properties including community housing.

The objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties including community housing;
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase the accessibility of affordable rental and ownership properties; and
- To increase the supply of affordable rental housing by assisting to create secondary suites in existing single-family homes.

Rental Assistance

The objective of the Rental Assistance component is to address affordability issues of households in rental units across the province.

The Rental Assistance component consists of three streams:

- Rent Supplement;
- Housing Allowance Direct Delivery; and
- Housing Allowance Shared Delivery.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. Housing Allowance payments may be made directly to landlords where the recipient has chosen this approach and provided written direction and consent.

Housing allowances or rent supplements are intended to promote housing stability for tenants who would otherwise face affordability challenges and potential homelessness.

Housing Support Services

The objective of the Housing Support Services component is to ensure housing retention, greater self-reliance, and social inclusion for tenants.

Support services are an important component for tenants who may need extra support, either temporary or permanent, to achieve housing stability. Housing stability translates

in to improved health outcomes, and less reliance on other emergency services, while promoting social inclusion.

Service Managers may not exceed five percent (5%) of the three-year funding allocation for the Housing Support Services component.

Administrative Funding

Service Managers may use up to 5% of their total funding allocation to assist with the administration of the COCHI and OPHI programs as established within the Investment Plan.

Summary of Available Use of Funding

Capital Expenditures	COCHI	OPHI
New Supply	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Community Housing New Construction • Community Housing Acquisition and/or Rehabilitation • Community Housing Conversion 	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Affordable Rental New Construction • Affordable Rental Acquisition and/or Rehabilitation • Affordable Rental Conversion • Social Housing • Affordable Homeownership
Repair	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Social Housing 	<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Affordable Ownership Housing • Affordable Rental Housing • Social Housing
Homeownership Down Payment Assistance	X	✓
Operating Expenditure		
Rent Supplements	✓	✓
Housing Allowances	X	✓
Support Service	X	✓
Transitional Operating Funding for Housing Providers	✓	X

Investment Plan

Each Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocations will be used over the 2023-24 funding period. The Ministry requires the Investment Plan to support the objectives and key outcomes of the program. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

Proposed Allocation of COCHI and OPHI Funding

The proposed Investment Plan focuses on responding to the housing pressures in the community and within the current housing systems. The Investment Plan allocations are designed to specifically address:

- The lack of affordable housing units;
- Supporting Social Housing Providers that are approaching their end of operating agreements or mortgage maturity;
- The need for repairs and investments in social housing;
- The need for home modifications and repair for those at risk of losing their existing homes; and
- Support needed by individuals and families waiting to be housed within Community Housing

The following represents the proposed Investment Plan to support the access to new units and housing stability initiatives:

COCHI Component	2023-24
Repair	\$4,169,550
Administration (5% Max)	\$219,450
Total	\$4,389,000

OPHI Component	2023-24
Rental	\$2,412,836
Ontario Renovates	\$200,000
Housing Supplements	\$75,000
Administration (5% Max)	\$141,464
Total	\$2,829,300

The above Investment Plan is similar to last years' except we have reduced the OPHI Housing Supplements and Housing Support Services to shift consolidation efforts under the Housing Stability Services (HSS) portfolio. Last year's OPHI Housing Supplement investment was \$150,000 and Housing Support Services was \$228,223. Both of these changes do not impact the level of investment or service attributed to rent supplements or housing supports as the reduced investment is offset by additional investment from the HSS service area.

3.0 Financial Impact/Considerations

3.1 Funding

Funding for COCHI and OPHI is funded 100% by the Province however the COCHI program guidelines require municipal social housing expenditures, to at a minimum, match the total annual COCHI allocation provided. The municipal expenditures included in the 2023-24 Multi-year Budget are sufficient to meet the program matching requirement resulting in no financial impact on the City's budget.

Service Managers may use up to 5% of the COCHI and OPHI funding to assist with the administration cost of the program.

Conclusion

As the Service Manager, the proposed Investment Plan is being submitted as the housing program investments for the 2023-34 program year. The Investment Plan will be monitored by Municipal Housing Development and Housing Stability Services and other stakeholders to ensure alignment with the Housing Stability Action Plan and other local plans.

Prepared by: Elizabeth Yih-Hutchison, CPA, CGA, BA
Manager, Housing Administration & Support

Reviewed by: Dave Purdy
Manager, Housing Services

Submitted by Matt Feldberg, MPA, CET
Director, Municipal Housing Development

Recommended by: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic
Development

Appendix 'A' – Bylaw

Schedule 'I' – COCHI-OPHI 2023-24 Transfer Payment Agreement

CC: Craig Cooper, Director, Housing Stability Services
Kyle Murray, Director, Finance and Business Supports

2023

A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the Agreement

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years ("Agreement") attached hereto as Schedule I is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Planning and Economic Development is authorized to approve any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
4. The Mayor and Clerk are authorized to execute any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
5. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute any reports and Investment Plan required under the Agreement.

6. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Passed in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Kevin Dickins, Deputy City Manager, Health and Social Development

Subject: Alignment of Rent Supplement and Housing Allowance programs to a Portable Benefit System

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager of Social and Health Development, this report **BE RECEIVED** for information purposes and that the following actions **BE TAKEN** with respect to this report;

- a) Civic Administration **BE AUTHORIZED** to implement the recommendations of the Rent Supplement System Final Report, attached as Schedule 1, subject to legislative authority and contractual obligations with the Province of Ontario.
- b) Civic Administration **BE DIRECTED** to continue to gather input from internal and external partners, including people with lived experience, and to report back to the Community and Protective Services Committee annually about program implementation progress.
- c) The Deputy City Manager of Social and Health Development, or delegate, **BE AUTHORIZED** to reallocate existing Municipal, Provincial or Federal funding from one Portable Housing Benefit priority household group to another priority group as necessary.

Executive Summary

The City of London Rent Supplement System Review was conducted in response to the community's housing market changes and recommends alignment of existing programs to optimize financial housing supports. The review proposes a shift towards a streamlined, choice-based system, offering portable housing benefits and unit based supplemented supportive housing. It aims to simplify the complex landscape of housing benefits, prioritizing income eligible applicants based on community-defined groups, local rental rates, and tailored benefit sizes. The review was guided by community engagement, including support from internal and external partners, with 90% of participants in agreement with the proposed changes.

The proposed implementation plan outlines a transition to a portable benefit system over the next two years, aligning with changing existing and future funding agreements and vacant units. (attached as Schedule 1) The eligibility criteria prioritize those on the social housing waitlist and By-Name list and those who are at risk of homelessness, identify as an Indigenous household, support survivors of abuse, and other community identified priorities.

An improved application process, common application form, and improved matching mechanism are proposed to enhance accessibility. A financial assessment has determined there are available internal staffing resources for implementation, with additional resources to be sought through the multi-year budget process to support ongoing efforts to address unmet community needs and changing rental market

conditions.

Linkage to the Corporate Strategic Plan

- This report aligns with the strategic areas of focus in the 2023-2027 [City of London Strategic Plan](#). The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.

Some key outcomes that are supported through the investments outlined in this report include:

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.
- The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.
- The City of London is a leader in becoming an equitable and inclusive community.
- London is an affordable and supportive community for individuals and families.
- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

- London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program. (SS-2022-061) (CPSC: July 26, 2022)
- Canada-Ontario Housing Initiative (COCHI (Canada Ontario Community Housing Initiative)) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amendment Agreement (CPSC: May 31, 2022)
- Single Source Procurement – London Homeless Prevention Housing Allowance Program (CPSC: February 1, 2022)
- Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement (CPSC August 31, 2021)
- London Homeless Prevention Housing Allowance Program- Single Source Procurement (#SS 21-36) (CPSC: June 22, 2021)
- Canada-Ontario Housing Benefit (COHB) Approval of Ontario Transfer Payment Agreement (CPSC: March 31, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under the *Housing Services Act, 2011* (CPSC: December 3, 2019)
- Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement (CPSC – June 17, 2019)

2.0 Discussion and Considerations

2.1 Purpose

If Council approves these recommendations, Civic Administration will begin work to support the phased implementation of the report's recommendations including alignment of existing rent supplement and housing allowance programs to create a more consistent, choice-based system, through the delivery of a portable housing benefit and unit-based supplemented supportive housing. This will also include a review and possible realignment of Special Needs housing, as defined by the *Housing Services Act*. The attached City of London Rent Supplement System Review – Final Report (February 2023) includes recommended actions and an implementation guide developed with the support of the community, to be actioned by the Housing Stability Services (HSS) team.

Current rent supplement programs administered by the City of London are both unit-based supplements and portable housing benefits and assist with the cost of rent. Housing allowance programs funded by the City of London are administered by housing support programs, and are portable benefits connected to the individual while they are enrolled in the support program and assist with the cost of rent and other eligible expenses.

The shift to a portable housing benefit program will provide opportunity for direct rental relief and open avenues for households to obtain and afford a greater variety of rental units that support enhanced tenant choice and ultimately housing stability.

To assist with consistency, transparency and efficiency in delivery of these programs, civic administration is proposing to combine all current municipally funded programs and where possible, align provincial and federal housing support into a singular portable benefit to assist with the cost of rent. This simplifies the process for applicants and administrators and reduces barriers to access.

2.2 Background

The Province of Ontario introduced the "Portable Housing Benefit" (or "PHB") on September 1, 2017, as part of a plan to modernize the social housing system and give households in need more flexibility. Regulation 367/11 under the Housing Services Act provides information on the Portable Housing Benefit.

With the implementation of this amendment, Service Managers are able to meet the Service Level Standards stipulated in the Housing Services Act, [Regulation 367/11 Schedule 4](#) by combining RGI subsidies with Portable Housing Benefits.

Housing Stability Services currently provides several unit-based and allowance-based housing benefits to Londoners. Housing benefits are a financial support that provide the difference between a tenant's payable rental portion and the total cost of rent. These are one type of tool to support affordable housing for Londoners. Rent Supplements and Housing allowances administered through Housing Stability Services at this time are as follows:

Table 1: City of London Rent Supplement Programs and Funding Sources

Program-	Type	Funding Source	Description
Housing Allowance Program	Portable	Municipal	Available to eligible participants of housing support programs, matched from Coordinated Access.
Homelessness Prevention Program (HPP)	Unit-based	Provincial	Previously the Strong Communities Rent Supplement, introduced in 1999. Funding transitioned to HPP in 2022. Agreements are between private landlords and the City

			for units which are matched to eligible households on the RGI Housing Waitlist
Ontario Community Housing Assistance Program (OCHAP)	Unit-based	Provincial	Now known as the Rent Supplement Program, Agreements are between private landlords and the City for units which are matched to eligible households on the RGI Housing Waitlist.
Commercial Rent Supplements	Unit-Based	Federal & Municipal	Introduced in the 1980's. Agreements with private landlords for units which are matched to eligible households on the RGI Housing Waitlist
Ontario Priorities Housing Initiative (OPHI)	Portable	Provincial	Community Housing Bridging Program – provides funding to households on the RGI waitlist to help them sustain their private market housing until an offer of RGI housing is made. Funding expires in 2024, and program participants have begun transitioning to other supplement sources (e.g. COHB).
Roadmap to 3000 Portable Benefit	Portable	Municipal	Available to eligible participants of housing support programs, matched from Coordinated Access.

- Canada Ontario Housing Benefit (COHB) is a partnership with the Provincial Government to support eligible households with a portable housing benefit to assist with rental costs in the private housing market. The benefit is tied to the household and can be used to help pay rent anywhere in Ontario.

The availability of multiple housing benefits can be confusing for applicants and service providers. Each program has separate eligibility criteria, suits a distinct set of household needs, and has different rent limits, different rent calculation methods and is available for application at varied times throughout the year based on availability of funding or program capacity. These differences add to the complexity of navigating the system for participants and for Civic Administration in the administration of funds to support their housing needs. As the implementation of the proposed rent supplement system is implemented, Civic Administration will continue to review and align with all related funding requirements and legislation to ensure that obligations are met in all areas.

A continued shift in the private market including significant rental increases and decreased vacancy rates have impacted current housing benefit programs. Households require a higher housing benefit to secure and maintain units in the current market. An example of the impact of these changes to specific housing benefit programs is a trend in the reduction in the number of supplemented units available because of ownership changes at properties previously participating in the program through agreements with property owners and on unit vacancy.

In September 2022, a review of London's existing housing benefit programs began to examine possible solutions to better serve Londoners. This work included consultation with key internal and external partners, including people with lived experience, and provided recommendations and an implementation guide for a new rent supplement system.

2.3 Rent Supplement System Review Final Report Summary

The City of London Rent Supplement System Review, pages 18-22, offers 19 recommendations to enhance the current rent supplement system. The recommendations propose a shift from a unit-based system to a portable housing benefit system, prioritizing income eligible applicants based on community-defined groups, approved by City Council and ensuring the unit size and amount of housing benefits are adjusted according to individual needs and the local context.

The report advises that benefits should be based on local rental rates instead of CMHC (Canada Mortgage and Housing Corporation) Average Market Rent data and stresses the importance of consolidating the application process through one main access point, eliminating the independent waitlists of some housing providers. The report also emphasizes the need for a transparent, adaptable, and streamlined benefit application process. Additionally, the introduction of a monitoring system to assess the efficiency of the rent supplement system is recommended.

The subsequent Implementation Guide, detailed on pages 24-31, outlines actionable steps to achieve the recommendations. This includes transitioning from unit-based supplements to portable benefits, enhancing public communication avenues, and improving assistance to applicants throughout the Portable Benefit process.

2.3.1 Consultation & Community Engagement

During the Rent Supplement System Review process, several internal partners were engaged for feedback including City staff from: Housing Access Centre, Coordinated Access, Finance, Communications, Municipal Housing Development, Childcare and Early Years, and Life Stabilization.

External partners and experts including the City of Toronto and City of Windsor, Indigenous community service providers and community housing providers, supportive housing providers, rent supplement administrators, and homeless serving organizations, as well as people with lived experience, were engaged for feedback. (See Rent Supplement System Review Final Report page 32-33 for a complete list).

The Rent Supplement System Review Final Report was distributed to internal and external consultation participants following its completion and feedback was sought in the form of a survey. Surveyed participants were asked to provide feedback on each recommendation of the report, and the extent to which they believed the recommendations aligned with the success criteria created by review participants, and the extent to which the review aligned with the strategic vision of the Housing Stability Action Plan 2019-2024. The internal and external respondents provided feedback which demonstrated 90% agreed or strongly agreed with the report's recommendations.

Although most respondents expressed concurrence, the comments provided indicated a misunderstanding of the current complex systems, processes and legislation that intersect with the existing programs and proposed alignment. Recommendations and actions outlined in the report speak to this challenge and include ensuring that future information is more readily available in several formats to inform applicants, housing providers and community agencies. Targeted educational opportunities, ongoing community consultation, and analysis of key performance indicators, will aid in ensuring that the implementation and operation of the program meets the success criteria identified by the community and included in the report.

2.4 City of London Rent Supplement & Portable Benefit Implementation

Housing Stability Services will transition to a system with an increased number of Portable Housing Benefits over the next 2-years. Currently, the Rent Supplements available through the system which match from the RGI list are all unit based, while the other Housing Allowance and Rent Supplement programs are all portable.

Housing Stability Services will begin transitioning funding for most unit-based supplements to portable benefits, as rent supplement agreements with housing providers expire, or upon vacancy in a unit. A review of the Special Needs and Supportive Housing programs will be undertaken to identify those housing providers and tenants for whom unit-based supplements should be kept in place. Housing Stability Services will explore opportunities for alignment of Special Needs and Supportive Housing with the RGI waitlist and Coordinated Access By-Name list.

Although several of the existing rent supplement programs match to applicants from the RGI waitlist, the alignment of the programs will not impact designated social housing programs and will not impact the social housing stock. The requirements of each of the programs which are identified in this report can vary. As such, civic administration intends to review and align where possible, each programs funding requirements to ensure that obligations with the applicable legislation are maintained.

2.4.1 Eligibility

Portable Housing Benefit Eligibility criteria are proposed to be:

- Matched to a City of London funded Housing Support Program or Supportive Housing Program

Or:

- On the RGI waitlist or eligible to be on the RGI waitlist including:

To be eligible for a Portable Housing Benefit, applicants must have income below the Household Income Limits (HILs) prescribed in the Housing Services Act, 2011; [O. Reg. 584/22, s. 1, s.2.](#)

Table 2: 2023 Household Income Limits - London

Unit Size	Bachelor	1-bedroom	2-bedroom	3- Bedroom	4-Bedroom
High Need Household	\$20,400	\$26,400	\$31,200	\$35,700	\$44,700
Household Income Limits	\$34,000	\$44,000	\$52,000	\$59,500	\$74,500

Through consultation with community, and in referencing current community priorities, the *Housing Services Act* and local related rules and priorities, the following priorities are recommended:

- Households at-risk of homelessness
- Households experiencing homelessness
- Survivors of abuse and human trafficking
- Indigenous households
- Persons with disabilities
- Seniors
- Households on the RGI waitlist who wish to remain in their current housing, but for whom affordability is a primary concern

Households on the RGI Waitlist who choose to accept an offer of a Portable Housing Benefit will be removed from the RGI Waitlist to align with 367/11, s. [46](#)

Households will be required to provide proof of tenancy for the purposes of calculating the Portable Housing Benefit, as well as annual reviews to determine ongoing eligibility.

2.4.2 Application & Matching

Housing Stability Services will develop a common application form which will help to improve access to all supplements. Staff delivering the portable housing benefit will

facilitate matching to the most appropriate funding source which will further reduce burden on the applicant household.

Applicants will be matched from the RGI Waitlist and through the Coordinated Access system.

2.4.3 Formula

A maximum Portable Benefit amount will be determined for each household based on the unit size their household is eligible for using local occupancy standards- one bedroom for any two members of the household who are spouses or partners, plus one bedroom for each additional member of the household.

The rent amount paid by the household will be based on their type of income.

Ontario Disability Support Program (ODSP) and Ontario Works (OW) recipients will be responsible for paying the maximum shelter allowance they are eligible for.

Households in receipt of other types of income such as employment income, Old Age Security (OAS), Canada Pension Plan (CPP), will be required to pay 30% of their total household adjust family net income (AFNI) toward housing costs. The Housing Services Act, Ontario Regulation 367/11 provides directives for the calculation of rent, including a definition of the adjusted family net income of a household being determined by adding the net income of each member of the household, excluding individuals who are in full-time attendance at a recognized educational institution.

Households will be encouraged and supported to arrange tenant insurance. Some housing providers and housing support programs require tenant insurance. Tenant insurance can range from \$15 to \$50 per month. The Portable Housing Benefit will cover the cost of not more than \$30 per month for tenant insurance per household.

Households can seek assistance to pay utilities on a case-by-case basis through application to the Portable Housing Benefit program. Prior to receiving assistance with gas or hydro utility expenses, households will first apply for the Ontario Energy Support Program (OESP) and exhaust any other local utility assistance program which might be available (i.e., Housing Stability Bank). The average cost of utilities for 1, 2, and 3, bedroom units, has been calculated using data from the COHB program. Households receiving support with utility expenses will be eligible for no more than the amount noted in the table below and must provide copies of their utility bills.

Table 3: Average Utility Cost by Household Size

	1 bed	2 beds	3 beds	4 beds+	5 beds
Hydro/Gas	\$116	\$173	\$250	\$325	N/A

2023 Rental Market Profile:

Several measures were used to determine the recommended Portable Housing Benefit maximum rates.

The Canada Mortgage and Housing Corporation (CMHC) uses the Annual Market Rent (AMR) as the measure for average rental costs within a specific region. The AMR is determined through a comprehensive process that includes survey data collection, analysis of market trends, adjustment for inflation and public consultation.

The CMHC AMR does not reflect accurately the actual asking rent amounts for vacant units in a community. Challenges have arisen with some portable housing benefits which use AMR in the formula, because household's report that they are unable to secure vacant units at that rate.

Table 4: CMHC AMR London 2022

Unit Type	2022 CMHC Average Market Rent (AMR)
Bachelor/ Studio	\$860
One-Bedroom	\$1,124
Two Bedroom	\$1,394
Three Bedroom	\$1,509
Four Bedroom +	N/A

The City of London Average Asking Rent – Unoccupied (AARU) rates are evaluated annually. These figures represent the average cost to rent a unit which is advertised for rent. The Rental Market Survey was completed by the Municipal Housing Development team and is outlined in Table 5 below.

Other considerations in determining the maximum proposed Portable Housing Benefit rate included feedback from program participants of supplement programs which use AMR. Participants, especially larger households, report extreme challenges finding housing that they can afford even with a rent supplement when AMR is the maximum supplement amount available.

A household’s income, family size, and London AARU will be used to determine the Portable Benefit amount to a maximum benefit amount. Eligible market rental households who remain housed in existing housing will generally have lower rents, than those who seek new accommodations, as reflected by the AMR amounts the table below.

Table 5: Maximum Monthly Portable Housing Benefit Based on AARU, Utilities, Insurance

Unit Type	Average Asking Rent - Unoccupied (AARU)	Utilities	Insurance	Maximum Proposed Monthly Portable Housing Benefit
Bachelor/ Studio	\$1,309	\$116	\$30	\$803
One-Bedroom	\$1,584	\$173	\$30	\$1080
Two Bedroom	\$1,902	\$250	\$30	\$1159
Three Bedroom	\$2,412	\$325	\$30	\$1528
Four Bedroom +	\$2,801	\$325	\$30	\$1839

The Maximum Proposed Monthly Portable Housing Benefit amount in Table 5, represents the following calculation:

$$80\% \text{ AARU} + \text{Utilities} + \text{Insurance} - \text{OW shelter allowance} = \text{Maximum Benefit}$$

The Ontario Works shelter allowance is used to demonstrate the maximum benefit a household could receive. The maximum benefit will be lower for households in receipt of ODSP or other sources of income, because they are able to pay a higher proportion of the rent.

Civic Administration is recommending that the Maximum Monthly Portable Housing Benefit be as outlined in Table 5.

Calculation of the Amount of Portable Housing Benefit:

Calculation for Households in receipt of Ontario Works (OW) or Ontario Disability Support Program (ODSP):

Household's actual monthly shelter expenses (to 80% AARU)

Minus

the household's OW/ODSP shelter allowance

Plus

utility allowance and insurance allowance

Equals

the maximum portable benefit.

Calculation for Household's in receipt of other income:

80% of the AARU for the appropriate household unit size

Minus

30% of individuals net income

Plus

utility allowance and insurance allowance

Equals

the maximum portable benefit.

Formula Example 1:

Single household in receipt of Ontario Works (OW) in bachelor unit

OW shelter allowance: \$390

Maximum Rent Amount: \$1047 (80% of AARU of \$1309)

Tenant Insurance: \$30

Utilities: \$116

$\$1047 - \$390 + \$30 + \$116 = \$803$ maximum benefit per month

Formula Example 2:

Single household in receipt of OW in one-bedroom unit

OW shelter allowance: \$390

Maximum Rent Amount: \$1267 (80% of AARU of \$1584)

Tenant Insurance: \$30

Utilities: \$173

$\$1267 - \$390 + \$30 + \$173 = \$1080$ maximum benefit per month

Formula Example 3:

Two Person household in receipt of OW in one-bedroom unit

OW shelter allowance: \$642

Maximum Rent Amount: \$1267 (80% of AARU of \$1584)

Tenant Insurance: \$30

Utilities: \$173

$\$1267 - \$642 + \$30 + \$173 = \$828$ maximum benefit per month

Formula Example 4:

Single parent household with 1 child in receipt of OW in 2-bedroom unit

OW shelter allowance: \$642

Maximum Rent Amount: \$1521 (80% of AARU of \$1902)

Tenant Insurance: \$30

Utilities: \$250

$\$1521 - \$642 + \$30 + \$250 = \$1159$ maximum benefit per month

Formula Example 5:

Two parent household with 2 children in receipt of OW in 3-bedroom unit

OW shelter allowance: \$756

Maximum Rent Amount: \$1929 (80% of AARU of \$2412)

Tenant Insurance: \$30

Utilities: \$325

$\$1929 - \$756 + \$30 + \$325 = \$1528$ maximum benefit per month

Formula Example 6:

One parent household with 3 children in receipt of OW in 4-bedroom unit

OW shelter allowance: \$756

Maximum Rent Amount: \$2240 (80% of AARU of \$2801)

Tenant Insurance: \$30

Utilities: \$325

$\$2240 - \$756 + \$30 + \$325 = \$1839$ maximum benefit per month

3.0 Financial Impact/Considerations**3.1 Current Funding Sources**

2023/24 Rent Supplement Funding Sources & Amounts						
Program	Housing Allowance Program	Unit- Based Rent Supplements Rent-Geared-to-Income Units			Community Housing Bridge Program	Roadmap to 3000 Portable Benefit
Source	Municipal	HPP (Homelessness Prevention Program)	OCHAP (Ontario Community Housing Assistance Program)	Commercial	OPHI (Ontario Priorities Housing Initiative)	Municipal
Amount	\$1,084,000	\$923,616	\$176,314	\$1,239,301	\$150,000	\$1,440,000
Average Number of Monthly Supplements Distributed to date in 2023	255	202	41	132	29	44
Average Supplement Amount	\$403	\$502	\$544	\$530	\$825	\$680

Canada-Ontario Housing Benefit (COHB) is funded 100% by the province and is not subject to any cost sharing requirements by the City. Rent calculations for the program are established by the province and cannot be altered at the Service Manager level.

The 2023/24 COHB allocation for London-Middlesex is \$2,375,000 with an average supplement amount of \$813 being distributed to between 278-342 households.

Conclusion

In summary, the City of London Rent Supplement System Review presents an opportunity to respond to community feedback and enhance housing support by introducing more portable benefits for the community and streamlining processes. It seeks to address complexities, ensure tailored assistance, and prioritize vulnerable populations. The proposed changes, rooted in community input, aim to provide effective and adaptable housing support to Londoners in need.

PREPARED BY: Jessie Ford, Manager, Housing Stability Services

SUBMITTED BY: Craig Cooper, Director, Housing Stability Services

RECOMMENDED BY: Kevin Dickins, Deputy City Manager, Social and Health Development

Schedule 1: City of London Rent Supplement System Review Final Report

City of London | Rent Supplement System Review

Final Report



February 2023



Land Acknowledgment

The City of London is situated on the traditional lands of the Anishinaabek, Haudenosaunee, Lūnaapéewak, and Attawandaron. We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home.

We acknowledge all the treaties that are specific to this area: the Two Row Wampum Belt Treaty of the Haudenosaunee Confederacy/Silver Covenant Chain; the Beaver Hunting Grounds of the Haudenosaunee NANFAN Treaty of 1701; the McKee Treaty of 1790, the London Township Treaty of 1796, the Huron Tract Treaty of 1827, with the Anishinaabeg, and the Dish with One Spoon Covenant Wampum of the Anishnaabek and Haudenosaunee.

The three Indigenous Nations that are neighbours to London are the Chippewas of the Thames First Nation; Oneida Nation of the Thames; and the Munsee-Delaware Nation who all continue to live as sovereign Nations with individual and unique languages, cultures, and customs.

The City of London Rent Supplement System Review was undertaken on behalf of the City of London. This report is the result of a collaborative process and would not have been possible without the active involvement of City of London staff, as well as a number of key housing stakeholders. We would like to especially thank the City of London project team consisting of Jessie Ford and Craig Cooper for their continued support and feedback during the process of creating this report.

Project Team

City of London

Jessie Ford, Manager, Rent Supplement & Tenant Selection,
Housing Stability Services

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Executive Summary

Introduction

The City of London is a growing and dynamic community; however, like many other great cities across Ontario, London has too many individuals and families experiencing housing instability.

One of the tools the City utilizes to assist such individuals and families is the provision of rent supplement services. This Rent Supplement System Review was initiated by Housing Stability Services (HSS). HSS is a Division of the City of London that coordinates housing and homelessness services in partnership with community agencies. The goal of these services is to prevent and end homelessness through various initiatives.

The **main objectives** of this Review are to:

1. Help the City of London to transform the rent supplement system into a more efficient and effective system which serves those Londoners who would benefit most from it.
2. Develop an implementation guide for the City to put the proposed transformed rent supplement system in place.

What is a rent supplement?

A **rent supplement** is a form of rent subsidy typically offered by a government or not-for-profit agency to support the housing costs of a household by bridging the gap between what an individual or a family can afford to pay and the actual cost of housing¹. It can be applied to private, non-profit, and public housing. A rent supplement program may involve a lease or contract with a landlord for access to specific units in a property where rental assistance can be paid directly to the landlord based on a predetermined rent contribution paid by the tenant. Alternatively, a rent supplement system can be established in a way where supplements are paid directly to tenants (or their landlords) and are portable to their housing of choice in the private rental market.

The terms housing benefit, housing allowance, and voucher are also used in different jurisdictions in place of “rent supplements”. Throughout this Review report we will use the term “**housing benefit**” to represent all rent supplement types.

Where We Are Now

London's Current Rent Supplement System

Within the City of London's rent supplement system, there are currently **four (4)** different "rent supplement programs" which offer a range of rent supplement types and follow various structures. The four programs are:

- 1. Rent Supplement Program:** HSS manages rent-geared-to-income (RGI) units in privately owned buildings in the city through agreements with landlords under the Rent Supplement Program. The Rent Supplement Program is unit-based (i.e., not portable.) Tenants are referred to these private units from the Community Housing Waitlist.
- 2. Housing Allowance Program:** The Housing Allowance Program is administered by several community-based organizations. The housing allowance is a portable housing benefit for individuals supported by Housing First/Housing Support programs. The priority of this approach is to move households experiencing homelessness quickly into housing with support to help maintain housing stability.
- 3. Community Housing Bridge Program:** The Community Housing Bridge Program launched in 2020; however, intake has stopped, pending this review. This program offers a portable housing benefit that is available to households that are currently on the RGI/Community Housing Waitlist to help supplement their rental cost (for up to 3 years) until they are offered RGI/Community Housing. The City is making efforts to move CHBP participants onto COHB or some other suitable program, or into RGI over the next year.
- 4. Canada-Ontario Housing Benefit:** The Canada-Ontario Housing Benefit (COHB) is a portable housing benefit program where the benefit is offered to households that are on, or eligible to be on, the RGI/Community Housing Waitlist. Under COHB, the Province of Ontario is responsible for making monthly housing benefit payments directly to clients or landlords.

A number of legacy programs, that will be ending in the near future, are not included in this analysis.

Where We Want to Be

City of London staff and key housing stakeholders discussed desired program elements which informed the recommendations for a future rent supplement system for London. As part of facilitated workshops with key stakeholders, the groups were asked to determine the criteria for the successful design of the future rent supplement system in London.

Success Criteria

Eight (8) success criteria were identified to help the City to evaluate whether it is meeting its objective of transforming the rent supplement system into an efficient and effective system which serves those Londoners who would benefit most from it in the future. These success criteria are:

1. The future rent supplement system in London should be fair and create stability and consistency for the recipient over time.
2. The future rent supplement system should be flexible and adaptable to shifts in the environment.
3. The future rent supplement system should be timely and responsive to the needs of the recipient.
4. The future rent supplement system should offer an experience that is easy for the recipient to navigate.
5. The future rent supplement system should increase choice and self-determination for the recipient, through offering portable housing benefits primarily.
6. The future rent supplement system will be collaborative and coordinated across existing social services and community supports to provide a feeling of continuity for the recipient.
7. The future rent supplement system should be simple.
8. The future rent supplement system should work to reduce the number of households on the City's RGI/Community Housing Waitlist and by-name list.

How We'll Get There

Recommended strategies are identified to support the City of London meet its objective to address the unique needs of the community through the future rent supplement system. Nineteen (19) recommended strategies were developed through facilitated engagement sessions with City staff and key housing stakeholders and an environmental scan of promising and best practices.

Recommended Actions

The recommended actions fall within **seven (7)** areas of focus, including:

- Distribution of Housing Benefits

- Target Recipients
- Housing Benefit Structure
- Access Channels
- Working with Community Agencies and Landlords
- Ongoing Relationship
- Evaluate the Success Over Time

An Implementation Guide with concrete actions the City can undertake to implement the recommendations in this report was also prepared. The Implementation Guide offers a description of the implementing actions, a list of the recommendation(s) which the implementing of the action responds to, an estimate of the timeline for implementation of the action, and finally, Key Performance Indicators (KPIs) that measure whether the recommendations are being met.

Some of the actions included in the Implementation Guide involve collaboration between the City and external partners through a whole of community approach. If these actions are implemented, the result should be a more efficient and effective rent supplement system for the City of London. The success criteria will also be met.

Introduction

The City of London is a growing and dynamic community; however, like many other great cities across Ontario, London has too many individuals and families experiencing housing instability. The City of London wants to remain a city where residents and their families can live, work and thrive.

Housing Stability Services (HSS) is a Division of the City of London that coordinates housing and homelessness services in partnership with community agencies. The goal of these services is to prevent and end homelessness through various initiatives.

This Rent Supplement System Review (hereby referred to as Review) was initiated by HSS with the direction to transform the City of London’s rent supplement system into a more efficient and effective system which serves those Londoners who would benefit most from it.

What is a rent supplement?

A **rent supplement** is a form of rent subsidy typically offered by a government or not-for-profit agency to support the housing costs of a household by bridging the gap between what an individual or a family can afford to pay and the actual cost of housing¹. It can be applied to private, non-profit, and public housing and is designed to keep costs as low as possible so that they are affordable. A rent supplement program may involve a lease or contract with a landlord for access to specific units in a property where rental assistance can be paid directly to the landlord based on a predetermined rent contribution paid by the tenant. Alternatively, a rent supplement system can be established in a way where supplements are paid directly to tenants (or their landlords) and are portable to their housing of choice in the private rental market.

Rent supplement programs are frequently referred to as being a realistic method of providing affordable housing that is more expedient and flexible than developing new housing units². For this reason, rent supplement options are important supportive mechanisms to address the housing affordability objective of communities³.

The terms housing benefit, housing allowance, and voucher are also used in different jurisdictions in place of “rent supplements”. Throughout this Review report we will use the term “**housing benefit**” to represent all rent supplement types.

Need for Affordable Housing in London

The 2019-2024 Housing Stability Action Plan⁴ (HSAP) defines the current environment and future needs of London and area. It identified that neighbourhoods and communities in and around London are experiencing housing instability in different ways, but often related to the

same driving factors. The Housing Stability Action Plan was approved in December of 2019 and priorities for the future were also established⁵. The five-year update of the HSAP will occur in late 2023, with approval by end of 2024.

The following provides an overview of what is impacting housing stability in London as identified in the Housing Stability Action Plan.

London’s population is changing, putting pressure on the housing system.	The London housing market is increasingly attracting people from high-cost communities outside of London.
There is not enough housing where it is needed most.	The average rental market vacancy rate in London is 2.1%. It is even lower (only 1%) for units at or below the average market rent.
Many Londoners are paying too much for housing.	Many households in London are in Core Housing Need, spending more than 30% of their income on shelter costs.
Rental housing is not attainable to Londoners.	Two out of every five renter households in London have incomes below \$36,000. To be affordable, their rent needs to be below \$900 per month. Since 2019, the average market rent for a 1-bedroom unit in London has risen 24% from \$1,100 to \$1,364.
Home ownership is no longer attainable to many.	The current high local housing costs mean that homeownership is no longer an option for most renters. A \$500,000 home is not only hard to find, but the income required to purchase and carry the mortgage make it out of the income range of over 80% of London households based on the data available.
Londoners need support to find and keep housing.	During London’s 2018 enumeration event, individuals and families experiencing homelessness shared the top five supports or resources they need to find and keep housing. These included increased income, availability of affordable housing, someone to help with finding and keeping housing, employment, and rental or financial assistance.
Housing needs have been amplified throughout the COVID-19 pandemic and have become part of the local recovery plans.	The pandemic highlighted the importance of housing stability for all Londoners given that the greatest impact of COVID-19 has been on populations that were already vulnerable, in housing crisis, in lower income employment, or within specific labour sectors. The continued reporting on the HSAP will

include ongoing local analysis of the housing market as these impacts are able to be better defined and addressed.

Recognizing that access to adequate, safe and stable housing is not only a basic human right, but essential to fostering a sense of dignity, safety and inclusion in strong and vibrant communities, the HSAP set a new direction for the collective work of the community in London. This five-year plan calls on all services, sectors, governments, and residents to work collaboratively to prioritize and distribute actions that will have the greatest impact on addressing the rapidly changing and complex housing stability needs of individuals and families.

The Housing Stability Action Plan sets a strategic vision of **Housing Stability for All**. Within the vision, there are four strategic areas of focus noted below.

STRATEGIC AREA 1
Respond to the Homelessness Crisis

STRATEGIC AREA 2
Create More Housing Stock

STRATEGIC AREA 3
Provide Housing Support

STRATEGIC AREA 4
Transform the Service System

Each strategic area of focus has a goal, a result, strategies, actions, and measures that will guide the work of the community now and in the future. The Rent Supplement System Review will help to meet the goals of the strategic areas of focus identified in the Housing Stability Action Plan.

Objectives of the Review

The main objectives of this Review are to:

1. Help the City of London to transform the rent supplement system into a more efficient and effective system which serves those Londoners who would benefit most from it.

2. Develop an implementation guide for the City to put the proposed transformed rent supplement system in place.

Approach and Methodology

To meet the objectives of the Review discussed above, the Review was undertaken in three phases.

Phase One	Background research phase: This phase involved performing background research including gathering information on the City of London's current rent supplement system and conducting a peer and literature review of the best practices for rent supplements in Canada and internationally.
Phase Two	Consultation phase: City staff from teams including Housing Stability Services, Finance, Municipal Housing Development, Life Stabilization, and others were engaged to understand the successes and challenges associated with the current rent supplement programs. External stakeholders from London-Middlesex and other communities, as well as representatives of different population groups were also engaged in this phase of work to provide feedback to London to evaluate the existing rent supplement programs, and the needs of the community, as well as provide guidance for the future rent supplement system.
Phase Three	Final report and implementation phase: This phase has the goal of developing recommendations for an updated rent supplement system for the City of London, and developing an implementation guide which will assist in delivery of future benefit systems.

Reading this Report

This report is intended to be used as a guide for the City of London to transform its rent supplement system into a more efficient and effective system which serves those Londoners who would benefit most from it.

The report begins by providing an overview of **Where We Are Now**, describing the current rent supplement system in London and how it is addressing the housing needs of Londoners. The **Where We Want to Be** section provides the success criteria for the future rent supplement system, as developed by workshop participants in the consultation phase. Next, **How We'll Get There** provides recommendations for how the future rent supplement system can meet the success criteria. The **Implementation Guide** section should support the City of London to put the future rent supplement system into place.

The **Appendix** of the report contains descriptions of the series of facilitated engagement activities with City of London staff and key housing stakeholders. This includes the list of organizations that the participants represented, and an overview of the engagement activities conducted.

Where We Are Now

The following section provides an overview of the current state in London. This component situates the need for an updated rent supplement system within the current context.

London’s Current Rent Supplement System

In this report, we will refer to the whole system of rent supplement programs administered by the City of London as the “**City of London rent supplement system**”. Within the City of London’s rent supplement system, there are **four** different “**rent supplement programs**” which offer a range of rent supplement types and follow various structures. A number of legacy programs that will be ending in the near future are not included in this analysis.

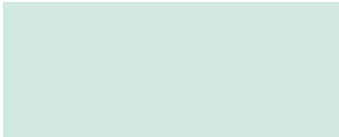
Below is an overview of the four rent supplement programs in London’s current rent supplement system. The four rent supplement programs within the City of London rent supplement system are:

Rent Supplement Program

- The City of London Housing Stability Services manages rent-g geared-to-income (RGI) units in privately owned buildings in the city through agreements with landlords under the Rent Supplement Program.
- The Rent Supplement Program is unit-based (i.e., not portable.)
- Tenants pay their RGI portion of rent and the City provides the rent supplement portion.
- Tenants are referred to these private units from the Community Housing Waitlist.

Housing Allowance Program

- The Housing Allowance Program is administered by several community-based organizations.
- The housing allowance is a portable housing benefit for individuals supported by Housing First/Housing Support



programs. The priority of this approach is to move households experiencing homelessness quickly into housing with support to help maintain housing stability.



- The Community Housing Bridge Program launched in 2020; however, intake into the program has stopped, pending this review.
- This program offers a portable housing benefit that is available to households that are currently on the RGI/Community Housing Waitlist to help supplement their rental cost (for up to 3 years) until they are offered RGI/Community Housing.
- The benefit is calculated at the same rate as RGI and is paid directly to participants or landlords based on applicant’s choice.
- The City is making efforts to move CHBP participants onto COHB or some other suitable program, or into RGI over the next year.



- The Canada-Ontario Housing Benefit (COHB) is a portable housing benefit program where the benefit is offered to households that are on, or eligible to be on, the RGI/Community Housing Waitlist.
- Under COHB, the Province of Ontario is responsible for making monthly housing benefit payments directly to clients or landlords. The recipient can apply COHB funding to cover the cost of housing within the private rental market.
- Once a household is in receipt of COHB, they must consent to be removed from London’s RGI/Community Housing Waitlist.

Where We Want to Be

City of London staff and key housing stakeholders discussed desired program elements which informed the recommendations for a future rent supplement system for London. This section aims to summarize the desirable elements of the future rent supplement system for the City of London based on those discussions.

Success Criteria

As part of facilitated workshops with key stakeholders, the groups were asked to determine the criteria for the successful design of the future rent supplement system in London. These criteria should help the City to evaluate whether it is meeting its objective of transforming the rent supplement system into an efficient and effective system which serves those Londoners who would benefit most from it in the future.

Eight (8) success criteria were identified in these discussions and are presented below.

- 1. The future rent supplement system in London should be fair and create stability and consistency for the recipient over time.**

Participants raised that a housing benefit must create long-term stability of housing for the recipient, and not put them in precarious situations. Unexpected and difficult circumstances of crisis can happen to recipients, suddenly putting the household in a precarious housing situation. Creating stability and consistency for recipients also means that the program should provide supports during these unexpected transition periods so that people do not fall through the cracks.

- 2. The future rent supplement system should be flexible and adaptable to shifts in the environment.**

Flexibility around delivery model, eligibility and prioritization, and housing type was an important priority for the future rent supplement system for London. The size of housing benefit(s) has to be flexible and responsive according to the recipient's situation, taking into account their family size, location, housing market shifts, and other circumstances that may change over time.

- 3. The future rent supplement system should be timely and responsive to the needs of the recipient.**

There was a desire to see the future rent supplement system be nimble and responsive, and not have long waiting periods to receive a housing benefit. It was discussed that many of the circumstances that land recipients in precarious housing situations are sudden and unexpected and require a response that can meet their needs in a timely way. There is an opportunity for the

system to make it easier for the recipient to report changes in circumstances (such as a job loss, move, or death in the family) that can enable it to be more immediately responsive.

4. The future rent supplement system should offer an experience that is easy for the recipient to navigate.

A rent supplement system that is easy for recipients to navigate must take into account that people have different educational backgrounds, language competencies, and needs when it comes to access. There was a shared desire to have the system be low-barrier and provide additional navigational support for those who need it. This means that it needs to be inclusively accessible and integrate diverse platforms for access. People may face language, literacy, physical and mental challenges and the program should translate across these potential barriers. There should be a feeling of ease and clarity with the application process, and not intimidate potential applicants by being labour and time-intensive.

5. The future rent supplement system should increase choice and self-determination for the recipient, through offering portable housing benefits primarily.

An important characteristic of portable housing benefits is that they enable the recipient to choose where they live, which empowers them to self-determine the living situations that best suit their needs. The participants raised that housing benefits that are unit-based offer limited choice in terms of their locality, and force tenants to move to locations where these community housing or supportive housing units are available if they want to access a housing benefit. When a housing benefit is designed to be attached to the individual rather than the unit, the recipient is empowered to choose the housing type that is best for them, rather than being limited or constrained. Trusting recipients to make their own decisions about how to spend the money and use it for what they need also enhances a sense of dignity and personal growth for the recipient. Offering primarily portable housing benefits also creates the opportunity for the City to leverage the existing private rental market as a source for affordable housing rather than relying on the limited community housing stock.

6. The future rent supplement system will be collaborative and coordinated across existing social services and community supports to provide a feeling of continuity for the recipient.

Workshop participants agreed that the future rent supplement system must be designed holistically with all stakeholders involved so that it is well-integrated with the services and supports that all recipients need. This requires collaboration not just between government and community service providers, but also between departments at the City of London and other levels of governments. Recipients may also need to access other services, like counselling, medical support or childcare services to successfully maintain stability in their lives. Ideally, the user experience of interacting with the rent supplement system should be designed to feel seamless and integrated to the recipient, even if the system infrastructure may be complex and require cross-collaboration between agencies, housing providers and government behind the scenes. For example, potential recipients should not have to contact or access multiple agencies to acquire and maintain a housing benefit.

7. The future rent supplement system should be simple.

The rent supplement system in London is complex. The participants agreed that the system should be designed to be as barrier-free as possible from the perspective of the recipients and not require applicants to “jump through hoops”. Wherever possible, the process of service delivery should be simplified for both staff and recipients. For example, the collection of data from recipients should be streamlined and simplified to only include the collection of the most important information. Over-complication of data collection processes can result in information going unused due to its complexity and can feel intrusive to applicants. In addition, recipient data should be stored in one location which can be accessed by several applicable teams in the City.

8. The future rent supplement system should work to reduce the number of households on the City’s RGI/Community Housing Waitlist and by-name list.

Finally, success for the group involves infusing the mindset of prevention into the design of the future rent supplement system and ensuring that it leads to an outcome of reducing the number of households facing housing affordability issues. The future rent supplement system should be anticipatory of households’ needs. For example, seniors and other household types who have low incomes but do not meet criteria for urgent status on the RGI/Community Housing waitlist often wait long periods of time to gain access to community housing units, and sometimes do not ever receive access. Participants reiterated that designing flexibility into the system will help set potential recipients up for success in meeting their situation-based needs and preventing evictions and homelessness.

How We'll Get There

This section presents the recommended strategies which should support the City of London to address the unique needs of the community through the future rent supplement system. The recommendations in this section were developed through facilitated engagement sessions with City staff and key housing stakeholders. These sessions involved validating key housing gaps, developing success criteria, and developing ideas for solutions for the future. The recommendations are also based on one-on-one conversations with other communities and an environmental scan of promising and best practices.

Recommended Actions

The following recommended actions will help guide the City of London in the updated rent supplement system.

Distribution of Housing Benefits

Two primary techniques for distributing housing benefits in London are being explored which are: “portable housing benefits” and “unit-based housing benefits”.

Recommendations
1) Most housing benefits in London should be distributed as portable housing benefits rather than unit-based housing benefits. Although portable benefits may be most appropriate for households, there is still a need for a smaller number of unit-based housing benefits in London.
2) If portable housing benefits are being provided, there should be the option for the housing benefit to be paid from the provider directly to the landlord, rather than to the household.

Target Recipients

The target recipients are the individuals and households who the City hopes to serve through the rent supplement system. These groups were identified as being in greatest need of a housing subsidy.

The key aim of the City of London's rent supplement system is to make suitable housing affordable for low-income households.

Recommendations

- 3) Target recipients are low-income households. Prioritization of applicants should follow the populations determined by the community and endorsed by Council.

Housing Benefit Structure

The benefit structure describes how the amount of the benefit might be determined, the timeframe of the benefit, and the affordability threshold reached. These are important questions in determining whether the benefit can reach a positive housing outcome for the recipient and whether it can be a feasible and viable approach to addressing housing affordability issues.

Recommendations

- 4) The size and amount of a housing benefit should be flexible to meet individual needs, based on several factors including housing costs in the specific geographic context, costs of daily living in the geographic context, household size, and maximum household income limits.
- 5) A housing benefit based on local market rental rates (not CMHC Average Market Rent statistics) and individual needs would be most effective to help clients as their needs and the housing market shift over time. The amount of housing benefit that recipients are eligible for should adapt to local market rental rates to ensure full portability. This approach may be most suitable to addressing a household's unique housing needs.
- 6) The City should ensure that calculation methods are not overly complex to alleviate burdensome processes on staff, and confusion for recipients.

7) One housing benefit calculation methodology should be identified and implemented across all programs provided by the City of London. Although the City must follow the Province of Ontario's guidelines for calculating the housing benefit provided through COHB, it has the capability to modify its other programs so that the total housing benefit that households can access truly meets their affordability needs based on current market rents in London. Other programs offered by the City should fill the rent gap for households so they can afford market rental housing with prices higher than the average market rent as reported by CMHC (within limits.)

8) It is recommended that the housing benefits offered through different programs by the City of London be stackable, in that the receipt of some housing benefit does not limit or reduce their eligibility to receive another housing benefit is necessary.

Access Channels

The access channels are the ways in which recipients find out about and access housing benefits through the rent supplement system. This includes any touch-points an individual may have with marketing materials, communications channels, and other recipient-facing administration or information.

These are the elements of the rent supplement system that are situated within view of the recipient and contribute to the overall experience of the recipient as they journey through the rent supplement system.

Recommendations

9) Potential recipients should be made aware of the housing benefits available through diverse and wide-reaching channels. The City of London website should be updated on a regular basis to include accurate information related to the housing benefits available. Information can also be circulated to community agencies and non-profit organizations to refer their clients.

10) Access points must be non-stigmatizing and must not involve an onerous process. Elements of accessing a housing benefit can be automated; however alternate points of entry must be available to ensure all recipients can access a housing benefit successfully and in a way that is familiar and comfortable for them. Individuals should be provided with multiple access points, based on their current context and known channels. These include community agencies, non-profit housing providers, shelters, etc. Additional work could be conducted in convening and engaging external stakeholders and potential partners to determine the most optimal approaches for collaborating to provide access to housing benefits for their clients.

11) Currently some housing providers in London have their own waitlist which is not recommended for the future rent supplement system. All housing benefits provided by the City of London should be accessed through one source only (i.e., no side-doors.)

12) Only one application form should need to be completed by potential recipients to be considered for receiving a housing benefit from any of the programs offered by the City of London. The housing benefit application must be easy and simple to navigate. The process must be transparent, giving applicants a sound understanding of the process and the eligibility criteria. All materials should be in plain language, presented in a non-stigmatizing manner. Ideally, usability testing can be done with London residents who might seek to access a housing benefit and community partners who may assist individuals through the application process.

13) All access points to the rent supplement system at the City should be staffed by individuals who can be knowledgeable stewards of system navigation.

Working with Community Agencies and Landlords

Strategic involvement of local community agencies in the activities related to the administration of housing benefits is a priority in London. Coordination between City departments as well as community agencies can ensure accessibility and consistency for the recipient. It can also facilitate building a holistic social housing system that facilitates access to necessary support services through community and inter-governmental collaboration as needed.

Landlords in the private market play an important role in a rent supplement system which offers portable housing benefits such as that in London. Ensuring landlords are informed and aligned with the goals of the rent supplement system is imperative to the success of the system.

Recommendations

14) Using a whole of community approach, the City should work with community agencies and landlords by providing them with good information and training so frontline professionals can be well-versed in the details of each of the housing benefits available.

15) Information packages should be provided to community agencies, other non-profit groups, and landlords related to the housing benefit programs. Participants mentioned that they would like to be informed more regularly of the programs with funding still available.

16) If recipients require assistance to live independently the City should be aware of this at intake. The housing system which includes the City should play an active role in connecting these recipients with the appropriate wrap around support services.

Ongoing Relationship

This element describes the continuing relationship (if any) between the recipient and the provider.

Recommendations

- 17) The City should continue to customize the nature of the ongoing relationship between the housing benefit provider and the recipient based on the individual's current and shifting circumstances and needs. Continuing to refer recipients to a case manager or housing worker from a local agency, as needed, who would conduct much of the ongoing relationship building at the point of intake was suggested.
- 18) A whole of community approach is needed to develop an enhanced approach to support recipients of housing benefits with annual benefit eligibility processes and with filling their taxes, if necessary.

Evaluate the Success Over Time

This element relates to the need to establish a monitoring, evaluating, and reporting system for the rent supplement system to ensure that relevant progress and performance information is collected, processed and analyzed on a regular basis to allow for real-time evidence-based decision-making.

Recommendations

- 19) The City should consider developing a system to evaluate the success of the rent supplement system over time. A monitoring system which evaluates the rent supplement system should include: collecting and providing data and implementing changes as a result of an evaluation. The evaluation should seek to measure the system's success against some Key Performance Indicators. Key Performance Indicators should be established by the City in the future to measure the success of the rent supplement system.

Implementation Guide

The implementation actions in the table below are concrete actions the City can undertake to implement the recommendations in this report. Some of these implementing actions involve collaboration with external partners as well. If these actions are implemented, the result should be a more efficient and effective rent supplement system for the City of London.

In the table below, the implementing actions are introduced. The recommendation(s) which would be affected by implementing the action are also identified. An estimate of the timeline for implementation is associated with each implementing action in the table below. If another action is required to precede an action for it to be implemented, this is also identified. Finally, Key Performance Indicators (KPIs) that measure whether the recommendations are being met are suggested to the City in this table.

Recommended timelines for implementation have been identified for each of the actions. The timelines are as follows.

- Short term – These actions should be implemented in the next six months to one year, i.e., 2023 – 2024.
- Medium term – These actions should be implemented in the next year to five years, i.e., 2024 – 2028.
- Ongoing – These actions should be implemented on an ongoing basis
- Immediately – These actions are priorities and/or the implementation of other actions are dependent on them and should be implemented as soon as possible.

Action	Recommendations Addressed through Implementing this Action	Timeline	Key Performance Indicator(s)
<p>A. Set an annual goal to transition the distribution of housing benefits away from unit-based housing benefits to provide a higher proportion of portable housing benefits.</p> <p>An annual goal should be established for increasing the proportion of portable housing benefits compared with unit-based housing benefits being provided. For example, if the current ratio is 60% of funds being spent on portable housing benefits, a goal should be set for this proportion to be increased by a predetermined percentage per year to achieve 85%, for example, of funding being used to provide portable housing benefits. The City should track and publish the proportion of portable housing benefits to unit-based housing benefits.</p>	1, 4, 5, 7, 8	<p>Immediately</p> <p>Ongoing (as part of reporting on the HSAP)</p>	<ul style="list-style-type: none"> Actual proportion of portable and unit-based housing benefits (annual) Target proportion of portable and unit-based housing benefits (annual)
<p>B. Track the cost to the City to provide portable housing benefits and unit-based housing benefits administered by Housing Stability Services</p> <p>To support the transition of the distribution of housing benefits away from unit-based housing benefits towards providing a higher proportion of portable housing benefits, the City should formally track and publish the average cost to the City per year per unit to provide these.</p> <p>Tracking the cost differential between delivering these two types of benefits will provide the City with the financial rationale to support the transition towards portable benefits. This will also allow the City to better monitor trends in the market and identify environmental changes which could be shifting the value of unit-based or portable housing benefits. The City should adjust the distribution between unit-based and portable housing benefits based on these findings.</p>	1, 4, 5, 19	<p>Immediately</p> <p>Ongoing (as part of reporting on the HSAP)</p>	<ul style="list-style-type: none"> Average cost per unit of a portable housing benefit (annual) Average cost per unit of a unit-based housing benefit (annual) Average COHB benefit amount (annual) Compare each KPI to average market rent

<p>C. Modify the intake process to assess whether the recipient of a housing benefit would benefit from it being paid directly to their landlord (rather than directly to the client).</p> <p>The intake and annual assessment processes should be updated to include an assessment of whether the recipient of a housing benefit would benefit from the housing benefit being paid directly to the landlord. The City should also track the difference in success rate of maintaining housing stability when the housing benefit is provided to the landlord versus the individual. There may be circumstances where one method of distribution is more appropriate than another.</p>	2, 12	Short term Ongoing	<ul style="list-style-type: none"> • Proportion of housing benefits paid directly to landlords versus recipients • Success rate of recipients with/without direct payment of housing benefit to tenant based on their housing stability
<p>D. Track and report how housing benefit funds are distributed across the Council approved target population groups.</p> <p>A tracking and reporting of the amount of funds spent by the City to provide housing benefits to each of the Council approved target populations should be reported transparently as part of reporting on the HSAP. The objective is to clearly identify the priority groups that are being served and demonstrate how the housing benefits system is contributing to addressing the housing needs of these target populations.</p> <p>The priority populations should be reviewed internally and with external stakeholders, then confirmed by Council periodically (at a minimum every five years) when the HSAP is reviewed and updated.</p>	3, 19	Short term Ongoing (as part of reporting on the HSAP)	<ul style="list-style-type: none"> • Number of households receiving housing benefits annually by population segment • Total people housed through the system. • Actual expenditures by the City by target population segment • Target maximum and/or minimum amount of funding by population segment
<p>E. Establish maximum housing benefit amounts for City of London programs that ensure that the benefit amount is sufficient in all parts of London.</p> <p>Utilize the purpose built average market rent (AMR) by survey zone, the secondary market rents, and the city-wide AMR by number of bedrooms published by CMHC to establish a maximum housing benefit amount that</p>	4, 5, 6	Short term	<ul style="list-style-type: none"> • Housing benefit maximum per CMHC survey zone • Compare housing benefits vs. AMR or MMR from CMHC

<p>ensures that the benefit is sufficient in all parts of London. The maximum amount would be expressed as a multiplier of London’s city-wide AMR and is expected to be in the range of 110% to 125% of AMR. The maximum housing benefit could be based on median market rent (MMR) if it is more applicable or easier to use.</p> <p>The timeline includes creating a methodology and internal process to understand the publicly available rental data from CMHC to determine the maximum housing benefit amounts.</p>			
<p>F. Create a process for approving top-up housing benefit amounts for households approved for other housing supplement programs that do not achieve the maximum portable housing benefit amounts allowed by the City of London.</p> <p>As part of creating a simple, single methodology for calculating the amount of housing benefit, the City should create a process for approving top-up housing benefit amounts for households approved for or receiving another source of housing benefit, such as COHB. The COHB benefit is calculated to 80% of the average market rent by number of bedrooms, which suggests that for many recipients they will have trouble finding a unit that is affordable as the unit must be renting at below the average rent amount.</p> <p>Allowing applicants to stack benefits (receive a housing benefit from multiple sources) should be a low cost way of increasing the likelihood of these households retaining their housing. The intent is that London would provide a top-up amount between what the other program provides and the amount that they would receive if they were receiving the entire benefit directly from the City of London.</p> <p>Ensure that this process is generic enough that should there be new housing benefit programs in the future that they would also be stackable.</p> <p>Ensure that the top-up will not negatively impact the client's income assessment for other social services programs.</p>	7, 8	Short term	
<p>G. Work with the Province of Ontario to improve reporting to the City of London to identify which households are approved for COHB.</p>	8	Medium term	

<p>Work with the Province to improve communication when a household is approved for COHB. Continue to offer bridging funds to households who are entering the COHB program during the time between when they are accepted into COHB and when they receive their first housing benefit payment.</p>			
<p>H. Establish a system for updating the Homeless Prevention and Housing webpage on the City of London’s website with accurate and up-to-date information on an ongoing basis.</p> <p>The contents of the Homeless Prevention and Housing section of the City of London’s website should be modified to be more user friendly and to be easier for users to find information while maintaining communication protocol requirements like AODA. The current website is entirely text-based, which is good for making the content available for those with visual disabilities but is challenging to navigate overall. The modification of the contents should be in a way that the webpage better meets the needs of the following groups:</p> <ul style="list-style-type: none"> • The general public who might be interested in policies and procedures, and data and information about housing in London • External stakeholders who might be involved with the housing benefit system • Households facing affordability issues and who could benefit from the housing programs offered by the City <p>The website should be updated to include the following new elements:</p> <ul style="list-style-type: none"> • An interactive way for users to find the information they are looking for. The options on the main Homeless Prevention and Housing webpage should help visitors answer the following questions: <ul style="list-style-type: none"> ○ I am looking for information on how the City is addressing the homelessness issue in London, what programs exist currently and how are they performing? ○ I am a housing provider and want to work with the City through the housing benefit system, how do I connect with the right people and which programs still have funding available? 	<p>6, 7, 8, 9, 10, 12</p>	<p>Immediately</p> <p>Ongoing</p>	

<ul style="list-style-type: none"> ○ I am in need of more affordable housing, what options do I have in London? • A prominent “call to action” (CTA) button for each program, that connects a site visitor to the right information and application forms to apply for the various housing benefit programs the City offers. The site currently does not easily connect visitors to ways to apply for the housing benefit programs. As an example, the COHB page does not provide a link to an application form or tell the visitor how to apply for COHB currently. • In addition to accepting hard copy and scanned applications, the community housing application could be implemented through a series of webpages that the applicant fills out online, and then the information is filled into the application form for them to print out. Or going a step further, the application process could also support online applications with scans of the necessary documents, much like how many health benefit claim submissions work. A web development consultant could be hired to support the City in performing the design process and developing updated web pages that are accessible from both a smartphone or computer. <p>This would be a medium term project that would involve prioritizing this work with the City’s ITS department.</p>			
<p>I. Create a process map of the housing benefit system for London City staff.</p> <p>Process mapping is a common practice for identifying task owners, key information, and detailing expected timelines of a business process. Process maps are particularly helpful in communicating processes among stakeholders and revealing areas for improvement.</p> <p>Create a process map for City staff to ensure that they are aware of how individuals journey through the rent supplement system and where teams from the City have points of interaction between clients and each other. This process map would include information to detail the following touch-points throughout the journey: who and what is involved in a recipient applying for a</p>	<p>13</p> <p>Improving the overall understanding and understandability of the system will help facilitate most of the other actions.</p>	<p>Medium term</p> <p>Ongoing (annual review)</p>	

<p>benefit, who and what is involved in monitoring the benefits, who and what is involved in transitioning recipients between types of benefits, and who and what is involved in terminating a benefit. The process map can also identify where data is managed, and how data is shared between teams.</p> <p>A staff member or external consultant could be tasked/hired to lead this work.</p>			
<p>J. Create a plan for how organizations with a separate waitlist will be integrated with the rental supplement system</p> <p>Identify organizations that have their own waitlist and create a plan for how each of these organizations can be integrated with the City’s Coordinated Access and the Housing Access Centre processes.</p> <p>The plan can range from a timeline for discontinuing the separate waitlist and only using the City-managed waitlist, to documentation of how and when individuals are selected between the separate waitlists.</p>	9, 11	Immediately	
<p>K. Continue to provide community engagement, education, and training with Council, community agencies, and landlords</p> <p>As follow-up to the actions to create a process map for staff and update the Homeless Prevention and Housing section of the City’s website, continue to deliver on Strategic Initiative 4.3 through education and communication with community agencies and landlords on the updated housing benefit system, and how these organizations contribute to London’s housing benefit system.</p> <p>London has been conducting education and outreach with Council and the community; it may be useful for the City to survey these organizations to assess the effectiveness of the past outreach and identify opportunities to improving future education and outreach activities.</p>	1, 2, 8, 14, 15, 18	Medium term Preceded by Actions H and I	<ul style="list-style-type: none"> • Satisfaction surveys of external agencies to gather information on their experience with the City’s housing benefit system.
<p>L. Modify the website to better direct visitors to what types of non-housing supports an applicant may access</p>	9, 16	Immediately	

<p>Modify the Homeless Prevention and Housing webpage of the City's website to more easily direct visitors to the Community Resource Guide.</p> <p>Recognizing that if a household has a low enough income to qualify for housing benefit, the household will frequently be experiencing other challenges associated with low income such as with affording childcare, healthy food choices, access to medical/pharmaceutical/vision care, and may benefit from opportunities to access financial literacy information. These households would benefit from additional support services listed in the Community Resource Guide.</p> <p>If housing benefit applicants are not already directed to the Community Resource Guide, staff could make applicants aware of the Guide when an application is received (whether it is approved or not) and when they begin receiving a housing benefit.</p>			
<p>M. Explore expanding the ongoing supports provided to housing benefit recipients to include ongoing contact by a case manager or housing worker either from the City or a community agency.</p> <p>Create a business case for expanding the ongoing supports provided to housing benefit recipients to include ongoing contact by a case manager or housing worker to help with accessing additional programs or supports. Should the business case suggest that sufficiently improved outcomes would be achieved through these operational budget investments that a report to Council be prepared to request the additional budget and staffing.</p>	17	Medium Term	
<p>N. Support recipients of housing benefits with the housing benefit renewal and with their taxes.</p> <p>Create a business case(s) for helping recipients of housing benefits file their taxes and renew their housing benefits that explores options on how the City can partner with other organizations to achieve these outcomes. After the initial business case is developed, there may be a low amount of effort or cost to the City to achieve these outcomes if another organization provides the</p>	18	Short Term	<ul style="list-style-type: none"> • Reason for exiting the housing benefit program (to track effectiveness, ease of use, continuity between programs). • Analysis of the positive and negative

<p>services; the City involvement may only be education of the recipients about the services being available.</p> <p>3-6 months to create the business case, in collaboration with community partners, to assess the feasibility of a variety of ways to provide support with tax filling and renewal of housing benefits.</p>			<p>trends being recorded.</p>
<p>O. Revise the community housing application form so there is only one form when applying for community housing.</p> <p>Currently there are separate forms for each of the special priority categories. These forms could be incorporated as a section in the “Application for Rent Geared-to-Income Housing” form, simplifying the application process.</p> <p>Reducing the number of forms to print and fill out simplifies the process for both the applicant and staff.</p> <p>Clarifying in the “Application for Rent Geared-to-Income Housing” form that the special priority categories requires information from an outside professional may help individuals successfully navigate the process by the individual proactively engaging with the right support organization(s).</p> <p>Explore ways to incorporate the Community Housing Application form with the application for rent supplement. This will support a more fulsome assessment of the household’s needs and help determine which service (e.g., rent supplement, RGI/Community Housing, or housing with supports) best meets their needs).</p>	<p>3, 4, 5, 6, 7, 8, 12</p>		

Appendix

Engagement Activities

This section outlines the engagement methodology used during the City of London Rent Supplement System Review. The engagement participant groups and an overview of the engagement events and approach are described here.

Engagement Participants

The following categories of stakeholders were engaged and consulted with over the course of the study.

City of London Staff Members

Throughout the course of the Review, City of London staff members were engaged on several occasions. These staff members included representatives from many teams at the City including:

- Housing Stability Services:
 - Housing Access Centre
 - Coordinated Access
- Finance
- Communications
- Municipal Housing Development
- Child Care & Early Years
- Life Stabilization
- IHS – Project Management

Community Agencies and Other External Stakeholders

In phase 2 of the Review, external stakeholders were engaged. These external stakeholders represented several community agencies and other communities in Ontario including:

- ACORN
- Alice Saddy
- Arnsby
- Middlesex County
- Mission Services
- Namarind Friendship Centre

- Atlohsa Family Healing Services
- Boardwalk Rental Communities
- Canadian Mental Health Association
- Capreit Limited
- Cheshire Homes
- City of Toronto

- City of Windsor
- CLV Group & Inter Rent Riet
- CMHA – WOTCH
- Community Living London
- Cross Cultural Learner Centre
- Developmental Services Ontario
- Indwell

- London Abused Women’s Centre
- Lifespin

- London Affordable Housing
- London Cares
- London Coordinating Committee to End Abuse (Anova)
- London Homeless Coalition

- London Intercommunity Health

- London Middlesex Community Housing

- Native Inter-Tribal Housing Co-op
- Neighbourhood Legal Services
- ODSP-MCCSS

- Old Oak Properties
- OMSSA
- Park Property

- Quad County Support Services
- RHAC
- Rotholme – Mission Services
- Rotholme – Family Shelter
- Salvation Army Centre of Hope
- Sils Landing Rent Supplement
- St. Leonard’s Community Services London and Region
- Street Level Women at Risk
- SOAHAC

- Starlight Investments
- Sterling Karamar
- Unity Project

- Veterans Experiencing Homelessness Advisory Committee (VEHAC)
- WLK

- Youth Opportunities Unlimited

Note: Agencies were invited to engage people with lived experience, however, participation and response to this invitation was limited.

Engagement Approach

The methodology and engagement approach for this Review included six (6) key engagement events where engagement participants provided their input, experience, and expertise to help the City of London.

The following Engagement Event Glossary identifies the name for which each event conducted throughout this Review and the purpose of each event is also described.

Phase	#	Engagement Event
Phase One	1	Project Start-up Meetings <ul style="list-style-type: none"> • Introduce the project • Achieve alignment between City of London and project team on the scope of work
	2	Monthly Progress Meetings
	3	City Staff Workshop #1 <ul style="list-style-type: none"> • Meet City of London staff members to understand current successes, barriers, opportunities for the rent supplement system
Phase Two	4	Interviews with Other Communities and Representatives of Different Population Groups <ul style="list-style-type: none"> • Discuss what a successful rent supplement system in London could look like in the future • Fill any information gaps through interviews with key informants or subject matter experts • Discuss rent supplement system best practices within the sector
	5	City Staff Workshop #2 <ul style="list-style-type: none"> • Meet City of London staff members to present key findings and receive feedback on the Background Report • Provide guidance for the future rent supplement system
	6	Key External Housing Stakeholder Workshop #1 <ul style="list-style-type: none"> • Introduce the project to key housing stakeholders • Present findings on housing need in London and the need for an updated rent supplement system • Discuss current successes, barriers, opportunities for the rent supplement system • Discuss what a successful rent supplement system in London could look like in the future

